



Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P007915

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

V
E
N
D
O
R

Vendor Number: 00015296
1760515249906 | PRESIDIO NETWORKED
SOLUTIONS GROUP, LLC
1955 LAKEWAY DR STE 220
USA
LEWISVILLE, TX 75057-6448

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Texas Department of Public Safety
Information Technology
5805 North Lamar Blvd
Austin, TX 78752-4431
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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Texas Department of Public Safety
Finance - Accounts Payable - MSC 0130
PO Box 4087
Austin, TX 78773-0130
US
Email: apinvoices@dps.texas.gov
Phone: (512) 424-2060

Solicitation (Bid) No.: 405-16-B001721	Payment Terms: Shipping Terms: Delivery Calendar Day(s) A.R.O.: 0
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Item # 2
Class-Item 208-80

CC-UPG-BUNDLE Contact Center Enterprise Upgrade Bundle

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 3
Class-Item 208-80

IPCE-AGENTSUPG UCC Enterprise Agent Licenses Upgrade

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 4
 Class-Item 920-45

CON-ECMU-IPCEAGEN SWSS UPGRADES UCC Enterprise Agent for 24 months Term Dates: June 12, 2016 thru June 11, 2018

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 5
 Class-Item 208-80

CCBU-LICENSE CCBU License Document

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 6
 Class-Item 208-80

IPCE-PREMAGTUPG IPCC ENTERPRISE PREMIUM AGENT UPGRADE

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
100.00	\$ 565.00	EA	42.00 %	\$ 237.30		\$ 0.00	\$ 0.00	\$ 32,770.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
6/16/16-40031-6414-1001- - -1400- - -	\$ 7,498.07
6/16/16-40041-6414-1001- - -1400- - -	\$ 5,282.02
6/16/16-40061-6414-1001- - -1400- - -	\$ 4,260.14
6/16/16-41041-6414-1001- - -1100- - -	\$ 2,293.81
6/16/16-41051-6414-6001- - -1100- - -	\$ 6,881.42
6/16/16-56111-6414-1001- - -1100- - -	\$ 327.78
6/16/16-56211-6414-1001- - -1100- - -	\$ 327.77
6/16/16-56311-6414-1001- - -1100- - -	\$ 327.77
6/16/16-56411-6414-1001- - -1100- - -	\$ 327.77
6/16/16-56511-6414-1001- - -1100- - -	\$ 327.77
6/16/16-56611-6414-1001- - -1100- - -	\$ 327.77
6/16/16-63084-6414-1001- - -1000- - -	\$ 4,587.91

Item # 7
 Class-Item 920-45

CON-ECMU-IPEAGTUP SWSS UPGRADES IPCC ENTERPRISE PREMIUM AGENT UPGRADE for 24 months - Term Dates: June 12, 2016 thru June 11, 2018

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
100.00	\$ 544.00	EA	26.50 %	-\$ 14,416.00		\$ 0.00	\$ 0.00	\$ 39,984.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
7/16/16-40031-6245-1001- - -1400- - -	\$ 9,148.06
7/16/16-40041-6245-1001- - -1400- - -	\$ 6,445.91
7/16/16-40061-6245-1001- - -1400- - -	\$ 5,197.88
7/16/16-41041-6245-1001- - -1100- - -	\$ 2,798.97
7/16/16-41051-6245-6001- - -1100- - -	\$ 8,396.91
7/16/16-56111-6245-1001- - -1100- - -	\$ 399.77
7/16/16-56211-6245-1001- - -1100- - -	\$ 399.77
7/16/16-56311-6245-1001- - -1100- - -	\$ 399.77
7/16/16-56411-6245-1001- - -1100- - -	\$ 399.77
7/16/16-56511-6245-1001- - -1100- - -	\$ 399.77
7/16/16-56611-6245-1001- - -1100- - -	\$ 399.77
7/16/16-63084-6245-1001- - -1000- - -	\$ 5,597.65

Item # 1

See Attachment Tab for Warranty Information

Item # 8

This Purchase Order (PO) is in accordance with the Department of Information Resource (DIR) Master Contract, DIR-TSO-2542 which expires on 5/5/2017. By acceptance of this PO, vendor agrees to TandCs_PRICING REQUEST DIR ICTs and TXMAS dated 12/10/2014.

Notice Under Government Code 2261.252

Pursuant to Government Code 2261.252 the Department may not enter into a contract for the purchase of goods or services with a private vendor if members of the Public Safety Commission or certain positions within the agency including the Executive Director, the General Counsel or the Procurement Director or their covered family members have a financial Interest in the vendor. Any contract found to violate Government Code 2261.252 is void. Purchase Order in accordance with Quote #2003116602442-07 from Vendor: Presidio Vendor Contact: Greg Hubbard 512-818-0010 TXDPS Contact: Daren Gutschow 512-424-2701 Daren.Gutschow@dps.texas.gov

Please send received notification, of delays, and or back orders of any products to PROCUREMENT CONTACT Jeremin.Worlds@dps.texas.gov

Certification Concerning Restricted Employment for Former State Officers or Employees under

Texas Government Code 572.069

The Respondent certifies that it has not employed and will not employ a former TXDPS or state officer who participated in a procurement or contract negotiation for TXDPS involving the Respondent within two (2) years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

Notice Under Government Code 2252.908

Pursuant to Government Code 2252.908 the Department may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the Department at the time the business entity submits the signed contract to the Department.

The Texas Ethics Commission has adopted rules and procedures under these provisions:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Any contract found to violate Government Code 2252.908 is void.

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 72,754.00

APPROVED

By: Jeremin Worlds

Phone#: (512) 424-2353

BUYER



Department of Information Resources

**Request for Offer
DIR-TSO-TMP-215**

Cisco Branded Equipment and Related Services

Issued: December 6, 2013

Initial Responses Due: January 14, 2014

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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 Cisco Branded Equipment and Related Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

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

DIR expects to create a contract vehicle that satisfies statewide procurement requirements for Cisco Branded Equipment Contract and improves the efficiency of the procurement process by shortening the time required to procure Cisco Branded Equipment.

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

1.2. Background

1.2.1 Information Technology Acquisition

Through its Cooperative Contracts Program, DIR assists state agencies and local governments (Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government or institution of higher education as defined in Texas Government Code, Section 2054.003; 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

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forth in Sections 3.8 and 3.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for products 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://www2.dir.state.tx.us/ict/Pages/contracts.aspx>.

1.2.2 Texas Government Code, Section 2157.068

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

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

Managed Services for Information Technology are to provide DIR eligible customers an effective and efficient means to obtain a variety of managed service solutions. DIR intends to establish master contracts to provide comprehensive services that will include, but are not limited to, computer managed services, managed hardware services and related services. Customer may order the Services individually or in any combination thereof by execution of a Supplemental Agreement.

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://www2.dir.state.tx.us/ict/resources/Pages/itcommoditypurchasingforstateagencies.aspx>.

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

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DIR contract price and the prevailing market price.

1.2.4 Cost Recovery

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

1.2.5 Historical Sales

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

Segment	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013
State Agencies	\$482,475,742	\$423,939,895	\$455,580,670
Local Governments	\$331,171,143	\$348,266,304	\$376,392,395
Higher Education	\$441,803,258	\$536,014,639	\$323,619,834
K-12	\$531,427,127	\$459,917,998	\$627,118,706
Out of State	\$436,634	\$2,785,582	\$1,370,197
Assistance Organizations	\$8,124,167	\$11,280,737	\$12,036,807
Total FY	\$1,498,874,275	\$1,619,475,522	\$1,796,118,609

1.2.6 **Current Contract**

DIR currently has multiple contracts with Vendors to provide Cisco Branded Equipment and Related Services. The volume of products sold through these contracts for fiscal years 2010 through 2013 was approximately \$527,867,372.00.

2. **Scope**

2.1. **Products**

DIR currently has multiple contracts for Cisco Equipment with resellers. **Vendors currently holding Cisco network contracts will need to contact Mark Slafka, phone 703-484-0071 or e-mail mslafka@cisco.com regarding reseller opportunities.**

Except as otherwise specified in this RFO, the scope of the RFO shall include Cisco's entire portfolio of products and services including, but not limited to the following: Routers; Switches; Security; Storage Networks; Network Optimization and Acceleration (WAN Acceleration); Optical Network; Video Conferencing; Physical Security; Wireless; Unified Communications; VoIP and Instant Messaging/Presence; Network Management and Servers (Unified Computing) and Services including Managed Services, Maintenance / Technical Services / Advanced Services to support equipment, Enterprise License Agreements, Partner Services; and Training.

In addition, Texas DIR and Vendor may mutually agree to add future acquisitions of Cisco to the contract. Subsequent terms of the acquisition(s) and pricing will be mutually agreed upon in writing and amended under the contract.

Note: Except for enterprise licensing, Stand-alone software is not acceptable under this scope. For software to be allowed, it must be bundled with hardware products and be shown with bundled pricing only. The software must be proprietary to the operation of the equipment.

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.

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 contained in the Excel spreadsheet attached as "Bid Package 2" to the posting for this RFO, requisition number DIR-TSO-TMP-215, on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>. All products for Cisco Branded Equipment may be made available through a Contract.

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

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- Pricing Sheet: The products will be categorized as provided on the spreadsheet titled "Pricing Sheet." Vendors must offer only one discount for each Product Category listed. The discount for each product category will be applied to all products within the product category to determine the net DIR Customer price. The price to the DIR Customer shall include all shipping and handling fees.

In addition to purchases, DIR and any Vendor awarded a Contract as a result of this RFO may agree to provisions that allow leasing of the products offered under the resulting Contract.

DIR is not soliciting Cisco Branded Equipment for the agency. DIR establishes statewide master contracts for use by DIR eligible customers (state agencies, higher education, K-12 independent school districts, and local governments). 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.

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure products that comply with the Accessibility Standards defined in the Texas Administrative Code, 1 TAC 206 and 1 TAC 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Accordingly, Vendor must provide electronic and information resources and associated product documentation and technical support that comply with these Accessibility Standards (in the form of a Voluntary Product Accessibility Template, or "VPAT") in its response to this RFO. 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.

Electronic Product Environment Assessment Tool (EPEAT). Vendor must indicate whether Vendor's products offered under this RFO are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If Vendor's products are not EPEAT certified, Vendor must describe Vendor's efforts to attain EPEAT certifications.

2.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 2.1. Related services include but are not limited to product installation, maintenance and support, managed services and product training. Any Vendor offering product-related services must submit a description of those services and the related pricing in the Excel spreadsheet attached as "Bid Package 2".

This RFO is **not** a solicitation for professional or consulting services as defined in

Chapter 2254 of the Texas Government Code.

Managed Services excludes hosted services and the following cloud services: Infrastructure, Platform, Broker and Assessment.

2.3. Form of Contract

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-215 on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>.

Item 17 of Appendix 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 17 of Appendix A. **Vendors may request exceptions to standard contract terms and conditions; however (1) the number and significance of exceptions taken may negatively impact the Vendor’s score at evaluation (See Section 4.2 for evaluation criteria) and (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 one year with three, one-year optional extensions to be exercised by DIR at its discretion. In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Vendor responsiveness or other failure to close contract negotiations that are not due to a failure on the part of DIR, DIR may in its discretion offer Vendor a shorter contract term.

DIR reserves the right to make changes to the *Contract for 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.

3. General Information

3.1. Point of Contact

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

Carrie Cooper

Department of Information Resources
Cisco Branded Equipment and Related Services
Request For Offer DIR-TSO-TMP-215

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

3.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 3.1 will not discuss the contents of this RFO with any Vendor or their representatives. **Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any related response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

3.3. Anticipated Schedule

3.3.1 RFO Schedule

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

Date/Time	Activity
December 6, 2013	Publish RFO on Electronic State Business Daily
December 19, 2013 2:00 pm (CT)	Deadline for submitting questions
December 31, 2013 5:00 pm (CT)	Deadline for answering questions
January 14, 2014 2:00 pm (CT)	Deadline for DIR to receive Vendor references
January 14, 2014 2:00 pm (CT)	Deadline for submitting Responses to RFO
January 15, 2014 - until completed	Evaluation of responses, negotiation and contract execution

3.3.2 Vendor Conference

A Vendor Conference will not be held for this solicitation.

3.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO by fax, e-mail, or in writing to the Point of Contact listed in Section 3.1. **Questions regarding this RFO will be accepted until the date and time specified above in Section 3.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-215, on

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the Electronic State Business Daily (ESBD), <http://esbd.cpa.state.tx.us/>. DIR reserves the right to amend answers prior to the offer submission deadline.

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 ESBD for updates to the procurement prior to submitting a bid. Respondent's failure to periodically check the ESBD will in no way release the selected Vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

3.4. Historically Underutilized Businesses

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

1. 11.2% for heavy construction other than building contracts;
2. 21.1% for all building construction, including general contractors and operative builders' contracts;
3. 32.7% for all special trade construction contracts;
4. 23.6% for professional services contracts;
5. 24.6% for all other services contracts;
6. 21.0% for commodities contracts.

It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F, and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

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

3.4.1 HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal of this RFO is 21%. ALL VENDORS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are attached to this RFO as Appendix C. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. Note that Vendors must demonstrate a good faith effort to contract with

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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 submitted in an envelope that is separate from the rest of the proposal. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

3.4.2 HUB Continuing Performance

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

3.4.3 HUB Resources Available

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Web site at: <http://www2.cpa.state.tx.us/cmbl/hubonly.html>. For additional information, contact the CPA's HUB program office at Texas4hubs@cpa.state.tx.us. If Vendors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

3.5. Vendor Qualifications

3.5.1 Authorized Vendors

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

- 1) Manufacturer or publisher of a product who will sell directly to Customers through a Co-op Contract.
- 2) Manufacturer or publisher of a product who will execute a Co-op contract with DIR and designate one or more qualified dealers or resellers (Order Fulfillers) to sell directly to Customers on its behalf. The manufacturer or publisher may also sell directly to Customers.
- 3) Dealer or reseller who will sell directly to Customers through a Co-op Contract.
 - a. 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 of Texas, 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. **DISTRIBUTOR LETTERS, LETTERS UNSIGNED OR WITH TYPED SIGNATURES WILL NOT BE ACCEPTED NOR WILL CERTIFICATION TYPE COMPLETION OF TRAINING DOCUMENTS SATISFY THIS REQUIREMENT.** Signed letters of authorization must be submitted with Vendor's proposal **Failure to supply the letter WITH THE ORIGINAL PROPOSAL may result in elimination of the related PRODUCT from further evaluation in the solicitation process.**

3.5.2 Federal Requirements

- 1) State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Vendor listed in the prohibited Vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List) shall not be awarded a Contract as a result of this RFO. Any Vendor awarded a Contract as a result of this RFO must agree that if at any time during the term of the contract the Vendor is listed on the Terrorism List, the Vendor shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure any Vendor awarded a contract as a result of the RFO remains in compliance with these Federal Requirements. DIR shall have the absolute right to terminate the contract without recourse in the event Vendor becomes listed on the Terrorism List.
- 2) Should any Vendor or its principals awarded a Contract as a result of this RFO become suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration, the Vendor's contract will be terminated without recourse.
- 3) Vendor shall comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract.

3.5.3 Vendor Performance and Debarment

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

http://www.window.state.tx.us/procurement/prog/Vendor_performance/debarred/.

3.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures

Vendor shall disclose, for itself and on behalf of all of its Subcontractors, in its response to Section 17 of Appendix 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 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.
- 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

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

3.6. Response Deadline and Submission Requirements

Vendors are invited to submit responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before the date and time specified in Section 3.3.1 of this RFO. **No late responses will be reviewed.** Responses must be hand-delivered or mailed to the submittal address listed in Section 3.7.1. No facsimile or e-mail responses shall be accepted.

3.6.1 Official Timepiece

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

3.6.2 Hand Delivery of Responses

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

3.6.3 United States Postal Service Delivery of Responses

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

3.7. Response Format and Contents

3.7.1 Submittal Address and External Packaging of Response

Responses should be addressed to:

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

The external packaging of the response must reference "RFO DIR-TSO-TMP-215" and must include the name and address of the Vendor submitting the response.

3.7.2 Number of Copies

Each Vendor must submit the complete response as follows:

1. One (1) signed original (clearly marked) of the complete response, including one (1) signed original of the HUB Subcontracting Plan;

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2. One (1) signed original of the HUB Subcontracting Plan in a separate envelope;
3. Four (4) thumb drives (clearly marked with Vendor name) containing copies of the complete response;
4. One (1) thumb drive containing any and all response materials, which Vendor asserts are confidential or proprietary*;
5. One (1) thumb drive containing any and all copyrighted materials in the Vendor's response*; and
6. One (1) thumb drive containing any and all non-proprietary/confidential and non-copyrighted materials in the Vendor's response* (redacted copy for public release).

* If Vendor's response does not contain such materials, then thumb drives for these items are not required.

Paper responses must be bound in a 3-ring binder and the cover of the binders must reference "DIR-TSO-TMP-215" and include the name and address of the responding Vendor.

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

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

3.7.3 Mandatory Response Contents

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

1) Vendor Information – Appendix 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.

2) Contract Support Plan - Appendix B of this RFO

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

3) HUB Subcontracting Plan Forms – Appendix C of this RFO

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

4) Product Pricing – Bid Package 2

Brands and products should be listed in the Excel spreadsheet that is attached as "Bid Package 2" to the posting for this RFO, requisition number

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DIR-TSO-TMP-215 on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>. Vendor shall provide specific pricing for the brands and products applicable to their response. The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP) or List Price. Vendor must provide a description of MSRP or List Price and the method being utilized to derive the MSRP. MSRP or List Price is defined as the product sales price list published in some form by the manufacturer or publisher of the product and available to and recognized by the trade. A price list prepared solely for this solicitation is not acceptable. If Vendor offers government and educational pricing, both pricing structures must be included in Vendor's response.

5) Services Description and Pricing – Bid Package 2

Vendor shall provide a detailed description and the specific pricing for any value-added, product-related service that Vendor is proposing to offer in response to this RFO. Product-related services include but are not limited to product installation, maintenance and support and product training. The discount being offered shall be based upon the MSRP or List Price.

6) Vendor Accessibility Documentation as required in Section 2, Scope, 2.1 Products.

7) Software License Agreements and/or Service Agreements

Vendor shall provide any Software License Agreements and/or Service Agreements that are applicable to the products and/or related services Vendor is proposing. These Agreements at a minimum must 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) Manufacturer Certification Letters Meeting Requirements of Section 3.5.1, 3a).

3.7.4 References

Vendor must send the Vendor Reference Questionnaire (See Bid Package 5) 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).

3.8. Rejection of Responses

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

3.9. Right to Amend or Withdraw RFO

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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-215 on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>. It is the responsibility of Vendors to monitor the web site for addenda. Vendor's failure to periodically check the ESBD will in no way release the vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

3.10. Pre agreement Costs

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

3.11. Ownership of Responses

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

3.12. Public Information

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

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

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

4. Evaluation, Negotiations, and Award

4.1. Evaluation of Responses

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

4.2. Evaluation Criteria

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

40%	Pricing
30%	Vendor's plan for supporting the Contract and Vendor's history (Appendices A & B) and experience in providing the product(s) and services
15%	Acceptance of standard contract terms and conditions (refer to Section 2.3)
10%	Vendor's Customer references (Bid Package 5)
5%	Quality and thoroughness of proposal documents

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).

The State reserves the right to make awards by item or brand, groups of items or total bid, solution-based or other means (such as historical sales volumes or geographical needs) which it deems is in the best interest of the State based on a solicitation. The State may also reject any bid, in whole or in part, or reject all bids if it determines pricing is considered in excess of current reasonable market prices or if proposal is not considered to be reasonable or responsive. Initial evaluation will be based upon the percentages and factors of evaluation criteria provided in this section. The State further reserves the right to advertise for BAFO if deemed in the best interest of the State for items, brands or groups of products. Vendors are cautioned, however, to provide their best pricing in the initial proposal submitted because this will be used to determine the competitive range per brand. If the best pricing is not provided it could result in the vendor falling out of the competitive range and not being invited to BAFO or being given any further consideration for a particular item, brand or group of products.

4.3. Best and Final Offer

DIR in its discretion shall make the determination whether to engage in the Best and Final Offer process. The Best and Final Offer process, if held, will also be scored.

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

4.4. Negotiations

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

4.5. Award of Contract

DIR Executive Management shall make the decision to award any contracts, if in the best interest of DIR and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under requisition number DIR-TSO-TMP-215 on the Electronic State Business Daily, <http://esbd.cpa.state.tx.us/>, upon execution of a contract with one or more Vendors. All responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all contracts resulting from this RFO have been executed.

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

4.6. Vendor Protest Procedures

Any Vendor who is aggrieved in connection with this RFO, evaluation, or award of a contract may formally protest to DIR in accordance with the Vendor protest procedures posted on the DIR Web site at:
<http://www2.dir.state.tx.us/sitepolicies/pages/Vendorprotest.aspx>

END OF RFO

Appendix 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) Vendor Legal Entity Name: _____

- 2) Comptroller of Public Accounts (CPA) Vendor Identification Number: _____

- 3) Principal place of business
Address:
City:
State:
Zip Code:

- 4) Facility responsible for servicing the contract
Address:
City:
State:
Zip Code:

- 5) Contact Person regarding Vendor's response to the RFO
Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:

- 6) Contact Person responsible for contract negotiation
Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:

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

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

- 9) Provide a **detailed** history of your company.

- 10) Provide the number of years your company has sold the products/services requested in this RFO.

11) Provide the number of years your company has sold the products/services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

12) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services listed in this RFO from your company within the last 12 months.

_____ Yes _____ No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.
(Failure to provide this information will lower evaluation scoring- If confidential mark the information as confidential.)

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

_____ Yes _____ No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.
(Failure to provide this information will lower evaluation scoring- If confidential mark the information as confidential.)

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

_____ Yes _____ No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.
(Failure to provide this information will lower evaluation scoring- If confidential mark the information as confidential.)

15) For each manufacturer Vendor is proposing in the RFO, indicate whether or not the manufacturer has a program to recycle the manufacturer's computer equipment and if they recycle computers from other manufacturers. If you are a reseller, you must indicate whether your company has a recycling program or will use the manufacturer's recycling program for the products listed in this RFO.

Manufacturer Name _____

Recycles their own computers? _____ Yes _____ No

Recycles other manufacturer's computers? _____ Yes _____ No

If Reseller, check one that applies:

_____ Will use Manufacturer's program

_____ Will use Vendor's own program

Provide documentation or citation (url) where the recycling program resides to enable DIR to verify compliance with this requirement. _____

16) Vendor must send the Vendor Reference Questionnaire (See Bid Package 5) 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). References must reflect activity within the past two (2) years.

17) List below by subsection all exceptions to the *Contract for Products and Related Services and Standard*

- 18) *Terms and Conditions for Products and Related Services Contracts* **in redline form**. Include the basis for each exception 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.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

19) Vendor and Subcontractor Conflict of Interest Disclosure

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

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

Vendor Personnel:

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

Subcontractor personnel:

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

3) Vendor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Vendor will complete the following information in order for the response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Vendor, and Date of Employment with Vendor.

20) Proof of Financial Stability.

- a) All Vendors responding to this RFO and all Vendors that will enter into a contract with DIR must be and remain current in payment of all taxes, including Sales and Franchise Taxes. In general, the Comptroller of Public Accounts must identify the Vendor to be “in good standing” and a Vendor with which the state is authorized to do business.
- b) Vendors must provide a Dun and Bradstreet D-U-N-S number. The D-U-N-S number MUST

c) be included in the Vendor's response. **Failure to include the D-U-N-S number listed for the company shall cause automatic rejection of the response.**

21) Electronic Product Environment Assessment Tool (EPEAT). Indicate whether Vendor's products offered under this RFO are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If Vendor's products are not EPEAT certified, describe Vendor's efforts to attain EPEAT certifications.

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

Name:

Title:

Address:

Phone Number:

Fax:

Email:

23) **Statement of Compliance**

A. Checklist for the RFO

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

A completed checklist shall not be binding on DIR's administrative review for compliance with the mandatory response contents specified in this RFO. As step one of the evaluation process, DIR will review all responses to ensure compliance with the mandatory response contents as specified in Section 3.7.3. of the RFO and reject any response that does not comply.

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

Item	Check
Response addressed to: Department of Information Resources 300 W. 15th Street, Suite 1300 Austin, Texas 78701 Attn: Carrie Cooper	
External packaging references "RFO DIR-TSO-TMP-215"	
Package contains one (1) signed original (clearly marked) of the complete response with one (1) signed original HUB Subcontracting Plan	
Package contains one (1) additional signed original HUB Subcontracting Plan in a separate envelope	
Package contains four (4) clearly marked additional thumb drive copies of the complete response	
Package contains one (1) thumb drive containing any and all response materials which Vendor asserts are confidential or proprietary (if required)	
Package contains one (1) thumb drive containing any and all copyrighted materials in the Vendor's response (if required)	
Package contains one (1) thumb drive containing any and all non-proprietary/confidential and non-copyrighted materials in the Vendor's response	

Paper response is bound in a 3-ring binder and the cover of the binder references "DIR-TSO-TMP-215" and includes the name and address of the responding Vendor	
Mandatory Response Contents	
Vendor Information - Appendix A	
Contract Support Plan – Appendix B	
HUB Subcontracting Plan Forms – Appendix C	
Product Pricing – Bid Package 2	
Product Accessibility Documentation, Section 2.1 RFO Requirement	
Services Description and Pricing – Bid Package 2	
Software License Agreement(s) and/or Service Agreement(s)	

B. Certification Statement

The undersigned hereby certifies on behalf of **insert company name here** that RFO DIR-TSO-TMP-215 has been read and understood. In submitting its response **insert company name here** represents to DIR the following:

- i) Vendor is capable of providing the products and services as described in the RFO;
- ii) Vendor is offering true and correct pricing and discounts for the products and services;
- iii) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
- iv) as of the date of signature below, Vendor is not listed in the prohibited Vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control;
- v) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration;
- vi) Vendor certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (vii) Vendor certifies that, to the extent applicable to this scope of this RFO, Vendor is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the related rules found at 30 TAC Chapter 328;
- (viii) Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response;
- (ix) Vendor has not received compensation for participation in the preparation of specifications for this solicitation as required by Texas Government Code, Section 2155.004(a);
- (x) Vendor has not, nor has anyone acting for Vendor, violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (xi) Vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate, and any Vendor subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the response, prior to award;
- (xii) Vendor agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (xiii) Vendor agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;
- (xiv) Vendor certifies it is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a state agency;
- (xv) Vendor certifies for itself and its subcontractors that it has identified all current or former, within the last five years, employees of the State of Texas assigned to work on the DIR Contract 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current

or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, Vendor certifies it shall disclose for itself and on behalf of subcontractors the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

(xvi) Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety;

(xvii) Vendor certifies that if a Texas address is shown as the Principle Place of Business in Appendix A, Vendor Information Form, Vendor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;

(xviii) Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual Customer may require due to state and federal law (e.g., privacy and security requirements); and

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

Signature of Officer or Agent empowered to contractually bind the Vendor

Title

Date

Appendix B Contract Support Plan

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

- 1) Describe your company's strategy for marketing and selling the products/services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the Marketing elements Vendor would use, such as publishing on the DIR website, email signature tag, Trade Publication Advertisements etc.
- 2) Describe your company's strategy for providing:
 - a. sales,
 - b. order processing, and
 - c. support of eligible DIR Customers throughout the State of Texas.
- 3) Provide an overview of the management and customer relationship team that will be responsible for managing the State's relationship in the event of being awarded a contract. Address the following:
 - a. Describe the geographical reach of the Vendor, teaming partners and subcontractors (if any), to include, at a minimum, locations of corporate and branch offices as well as locations where work is currently taking place. Explain how these locations and any proposed new locations will be used in the performance of this contract.
 - b. Provide names, titles, prior account management experience for accounts of the State's size and type.
 - c. Provide an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract.
- 4) Provide the projected total sales of the products and services listed in this RFO that your company anticipates making to eligible DIR Customers within the next 12 months. If available, show the projected sales breakdown between the following segments: State and Local Governments, Higher Education, and K-12.
- 5) If your company is a manufacturer or publisher naming Order Fulfillers, provide the information listed below for each proposed Order Fulfiller. **Proposed Order Fulfillers listed below must also be included in Appendix C, Vendor's Historically Underutilized Plan (HSP).**
 - a. Order Fulfiller name, address, and contact
 - b. Comptroller of Public Accounts Vendor Identification number
 - c. CPA HUB ethnicity/gender, if applicable
 - d. Roles and responsibilities of Order Fulfiller.

Appendix C

Historically Underutilized Business (HUB) Subcontracting Plan



HUB SUBCONTRACTING PLAN (HSP)

QUICK CHECKLIST

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

VENDOR WILL NEED TO COMPLY WITH ONE OF THE FOLLOWING **PROCESS BELOW (A-E)**:

A. SUBCONTRACTING ONLY WITH (100%) TEXAS CERTIFIED HUB VENDORS

If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 (page 2) Respondent and Requisition Information
- Section 2 a. (page 3) Yes, I will be subcontracting portions of the contract
- Section 2 b. (page 3) List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- Section 2 c. (page 3) Yes
- Section 4 (page 4) Affirmation- Sign and date
- (page 5) **GFE Method A (Attachment A)** – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

B. SUBCONTRACTING OPPORTUNITIES WILL BE PERFORMED USING HUB MENTOR PROTÉGÉ PROGRAM

- Section 1 (page 2) Respondent and Requisition Information
- Section 2 a. (page 3) Yes, I will be subcontracting portions of the contract
- Section 2 b. (page 3). List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB Protégé (skip Section 2c and 2d)
- Section 4 (page 4) Affirmation- Sign and date
- (page 6 & 7) **GFE Method B (Attachment B)** – Complete Section B-1, B-2 and B-4 for each HUB Protégé subcontracting opportunity as applicable

C. SUBCONTRACTING ONLY WITH TEXAS CERTIFIED HUB AND NON-HUB VENDORS- MEETS OR EXCEEDS THE HUB GOAL

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete: **SEE SPECIAL INSTRUCTIONS**

- Section 1 (page 2) Respondent and Requisition Information
- Section 2 a. (page 3) Yes, I will be subcontracting portions of the contract
- Section 2 b. (page 3) List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. (page 3) Yes
- Section 2 d. (page 3) Yes- Texas Certified HUBs
- Section 4 (page 4) Affirmation- Sign and date
- (page 5) **GFE Method A (Attachment A)** – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b

D SUBCONTRACTING ONLY WITH TEXAS CERTIFIED HUB AND NON-HUB VENDORS- DOES NOT MEET OR EXCEED THE HUB GOAL

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete: **SEE SPECIAL INSTRUCTIONS**

- Section 1 (page 2) Respondent and Requisition Information
- Section 2 a. (page 3) Yes, I will be subcontracting portions of the contract
- Section 2 b. (page 3) List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. (page 3) No
- Section 2 d. (page 3) No
- Section 4 (page 4) Affirmation Sign and date
- (page 6 & 7) **Method B (Attachment B)**- Must submit supporting documentation under Section B-3 & “HUB Subcontracting Opportunity Notification Form”

E. WILL NOT BE SUBCONTRACTING

If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

- Section 1 (page 2) Respondent and Requisition Information
- Section 2 a. (page 3) No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- Section 3 (page 4) Self Performing Justification
- Section 4 (page 4) Affirmation - Sign and date

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



HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders contracts,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Dir's HUB Goal for this bidding opportunity is 21%. Failure to complete and comply with the current HSP form may disqualify the bid response. The following documentation should be completed with the HSP:

- Section 4 Affirmation- must be signed and dated;
- Method B (Attachment B) -must provide documentation under Section B-3 with response (if applicable);
- Actual % and dollar amounts must be used on HSP form (if applicable).

For assistance in completing the HSP, contact the HUB Coordinator, at dir.hub@dir.texas.gov or lisa.maldonado@dir.texas.gov 512-463-5662 or lynn.sanchez@dir.texas.gov 512-463-9813

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

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

c. Requisition/ Contract # DIR-TSO-TMP-215 Bid Open/ Revision Date: 12/06/2013

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

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

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
Total Aggregate percentages of the contract expected to be subcontracted (all 3 columns cannot exceed 100%):		%	%	%

(Note: If you have more than twelve subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

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

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

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

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

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

Enter your company's name here: _____

Requisition/contract #: DIR-TSO-TMP-215

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- **Yes** (If **Yes**, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- **No** (If **No**, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

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

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

Signature	Printed Name	Title	Date (mm/dd/yyyy)
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- REMINDER:**
- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
 - If you responded "**No**" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____

Requisition/Contract #: **DIR-TSO-TMP-215**

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B 1 SUBCONTRACTING OPPORTUNITY

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

Item #: _____ Description: _____

SECTION B 2 MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B 3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Enter your company's name here: _____

Requisition/Contract #: DIR-TSO-TMP-215

SECTION B 4 SUBCONTRACTOR SELECTION

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

Item #: _____ Description: _____

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB. HUB VIN #'s can be located at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount <small>(no TBDs)</small>	Expected Percentage of Contract <small>(no TBDs)</small>
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

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



HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

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

Section A	PRIME CONTRACTOR'S INFORMATION	
Company Name:	_____	State of Texas VID #: _____
Point-of-Contact:	_____	Phone #: _____
E-mail Address:	_____	Fax #: _____

Section B	CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name:	_____	
Point-of-Contact:	_____	Phone #: _____
Requisition/Contract #: DIR-TSO-TMP-215	_____	Bid Open /Revision Date: _____

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	<p>Our firm must receive your bid response to this subcontracting opportunity no later than 2:00 P.M., Central Daylight Standard Time on: _____ January 14, 2014</p> <p style="text-align: right;">(Date)</p> <p>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3)</u> Texas certified HUBs, and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting our bid response to the contracting agency.)</p>
2. Scope of Work:	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications:	