



TEXAS EDUCATION AGENCY
William B. Travis Building
1701 North Congress Avenue
Austin, Texas 78701-1494

Request for Offers (RFO)

RFO No.: 701-16-042

End User Computing Seat Management

<p>PROPOSAL DELIVERY LOCATION: Purchasing & Contracts Division Texas Education Agency, 1701 N. Congress Ave., Rm. 2-125, Austin, TX 78701-1494 (512) 463-9041</p>	<p>REFER INQUIRIES TO: Virginia Turrubiarte TEAContracts@tea.texas.gov</p>
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WITHOUT EXCEPTION - RESPONSE MUST BE TIME AND DATE STAMPED BY THE TEA PURCHASING & CONTRACTS BEFORE:

Wednesday, 06/01/2016 - 2:00 PM, Central Time

Pursuant to the Provisions of the Texas Government Code Title 10 Subtitle D Chapter 2156.121 – 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, names, prices and other proposal details may only be divulged after award of a contract, if a contract is awarded. The award notice will be posted to the electronic state business daily at <http://esbd.cpa.state.tx.us/>

Pursuant to Chapter 2155.131 of the Texas Government Code and House Bill 3560, the Office of the Comptroller of Public Accounts has delegated authority to the Texas Education Agency to conduct this Request for Qualifications and to award a contract for the purposes stated herein.

All written requests for information will be communicated to all applicants known to the agency. All proposals shall become the property of the State of Texas upon receipt.

All proposals must be delivered to the TEA Agency Purchasing, Contracts and Agency Services Division as required by the instructions within this request. All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

Contractor understands and agrees that no public disclosures or news releases pertaining to this RFO, negotiations, subsequent award, or any results or findings based on information provided or obtained to fulfill requirements of this RFO shall be made without prior written approval of TEA.

NOTE: Failure to formalize the terms of the proposal by signing the 'Execution of Offer, Contract Terms and Conditions, Affirmations, and Proposal Preferences' will result in disqualification of the offer contained within the bid package. Proposers must indicate in writing and offer alternative language to any Contract Terms with the submission of the proposal to this RFO. If a proposal is signed and submitted without including a specific identification of all Contract Terms and Conditions, TEA will not negotiate the Contract Terms and Conditions and reserves the right to commence negotiations with other Proposers.

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REQUEST FOR OFFER

End User Computing Seat Management

1. INTRODUCTION

The Texas Education Agency (TEA) is seeking offers from qualified vendors for the procurement of End User Computing Seat Management (Seat Management) services in accordance with all requirements stated herein. The awarded Contractor(s) will provide services including:

- I. Seat Management Hardware Services
 - a. Acquisition of Equipment, to include Desktops, Laptops, Thin Client and peripherals
 - b. OEM hardware maintenance
- II. Seat Management Support Services
 - a. Transition services
 - b. Asset management of supported Equipment
 - c. Break-fix hardware maintenance for Equipment out of warranty
 - d. Support services
 - e. Refresh services

Respondents may submit a proposal for either Seat Management Hardware Services, or Seat Management Support Services, or provide a proposal for both services.

TEA will select a Contractor based on the Respondent's demonstrated overall experience, comparable work experience, knowledge, written and verbal communication skills, ability, and absence of disqualifying relationships or conflicts of interest, reasonableness of proposed fees, and references from past clients.

Eligible Respondents are those who have successfully implemented the proposed solution at public entities of similar size to TEA or larger.

2. BACKGROUND

The State of Texas continues to be on the forefront of delivering educational services and programs to a diverse student population, serving more than 5 (five) million students and 400,000 active certified educators in more than 2000 school districts. The Texas Education Agency (TEA) is requesting proposals to provide Seat Management services to the TEA staff, located in Austin, Texas. Staff are located in the following locations:

William B. Travis Building, 1701 N. Congress Ave., Austin, TX 78701

Moody Tower, 400 West 15th Street, Austin, TX 78701

Texas Council on Developmental Disabilities, 3601 Oltoft St., Suite 600, Austin, TX 78741

The TEA currently has approximately 938 desktop personal computers and 288 laptop devices, which

are maintained and supported by the current outsourced provider (Refer to Attachment E, TEA Inventory and Lease Schedule). Current TEA support requests average approximately 117 requests per month (Refer to Attachment G, Support Requests). The current contract expires August 31, 2016.

The TEA environment includes several systems to assist in efficient management of the TEA End User Computing environment; Zendesk is deployed for customer support, LANDesk is deployed for system management, and McAfee ePO (ePolicy Orchestrator) is deployed for antivirus management. TEA deploys a standard image on all machines that is then augmented by application software particular to the job function.

3. CONTRACT TERM

The term of any contract resulting from this RFO (Contract) shall be from contract award until August 31, 2019. The TEA, at its own discretion, may extend any contract awarded pursuant to this RFO for up to three additional one year terms under the same or different terms subject to appropriation of funds by the Texas Legislature for this project. If the contract is renewed, the first renewal period shall be from September 1, 2019 through August 31, 2020, the second renewal period shall be from September 1, 2020 through August 31, 2021, and the third renewal period shall be from September 1, 2021 through August 31, 2022.

4. BUDGET

The TEA reserves the right to award to one or more contractors as a result of this RFO. Offers must include a detailed price proposal in accordance with the requirements of Section 8 of this request for proposals. Budget for this project is available beginning September 1, 2016.

5. SCOPE OF WORK

The TEA envisions that outsourced End User Computing Seat Management will enable the agency to achieve the following related goals:

1. Obtain new or upgrade current technology
2. Refresh of existing equipment,
3. Obtain qualified technicians to perform the requested services,
4. Provide services in a timely and responsible manner,
5. Obtain accurate asset management
6. Obtain efficient management of end user computing environment,
7. Transition services from previous Vendor, and
8. Obtain the best quality and value services.

This Scope of Work for Seat Management services describes the business requirements, technical requirements, service levels, refresh cycles and other facts that are essential for a Respondent to create and propose the solution that provides the best value to the State.

For the purposes of this RFO, Seat Management includes, but not limited to, account management, transition services, acquisition services, repair services, installation and de-installation services, equipment moves, software installations, return services, refresh services, and other services as needed by the TEA locations. This will include desktop computers (both Windows and Mac), laptop computers, and the thin client environment, along with warranty/break fix options for each. Equipment includes all equipment acquired by Contractor, equipment owned by TEA, and equipment assumed by TEA or Contractor from the TEA current vendor.

In August 2016, TEA will reach the end of their current seat management contract. The awarded Contractor will be responsible for a seamless transition of services from the current vendor to the new Contractor. The awarded Contractor will also be responsible for collaboratively working with TEA's technical support teams during the transition to the new seat management services.

Responses must meet the objectives including, but not limited to, requirements listed in each requirements section below. Section 5, and all of its subsections, shall be included in the Respondent's submission. For each requirement, respondents shall indicate agreement or disagreement, including any exceptions to the requirement. Respondent shall be explicit about any exception stated, as this information will be utilized in the evaluation process, and cannot be changed during the negotiation process. Any response that indicates that it will be further discussed during negotiations will be evaluated as non-responsive. Where requested, the Respondent shall include a narrative description of how their solution meets the requirement.

Respondents may propose solutions for Seat Management Hardware Services (HS), Seat Management Support Services (SS), or both (HS/SS). The tables below indicate which requirements are associated with each service. Requirements marked HS/SS must be answered by all Respondents. Respondents should carefully review their responses to insure that all required items are included.

5.1 Hardware Acquisition Requirements

TEA requires Information Technology that may be made commercially available within the current and future technology marketplace that addresses a business need of TEA. Equipment includes, but is not limited to, desktops (both Windows and Mac), thin client environment, laptops, peripherals (excluding monitors), and appropriate operating system. Printers, scanners, monitors, external speakers, and external USB devices are not included in Equipment. Equipment should remain cost stable, and be obtained at the highest technology level possible for consistent budgeting. Equipment to be installed shall be a mutually agreed upon configuration.

Contractor will maintain a "vacant equipment pool" (pool) which consists of equipment held for unfilled staff positions. TEA and Contractor will mutually agree upon the number of units to be held in this pool. When staff terminate, the Equipment is returned to this pool and when new staff are on-boarded, Equipment is deployed from this pool. If it becomes necessary for additional Equipment to be added to the pool, TEA and Contractor will mutually agree to the timeframe in which the Equipment is to be obtained.

Acquisition services include, but not limited to, management of acquisition process, equipment configuration management, and provisioning of equipment. Systems shall be provisioned using standard software configuration images supplied by TEA

Service	Item #	Requirement	Agree/Disagree
HS	AR-01	Contractor shall acquire desktops (PCs and MACs), laptops, thin client systems including peripherals, and the operating system. TEA will provide all monitors. (See Attachment F, Hardware Configurations for configuration information.)	
HS	AR-02	Desktops and thin client systems shall be amortized and invoiced over 36 months. Laptops shall be amortized and invoiced over 24 months. Contractor shall provide TEA with the associated amortization schedule.	

HS	AR-03	At the end of the amortization term TEA shall have the option, to return, refresh, or acquire the Equipment. TEA shall have the option to acquire Equipment at a rate of \$1 per unit.	
HS	AR-04	Regardless of Contractor's acquisition method for Equipment, the terms must include provisions for TEA and/or subsequent Seat Management contractor to assume the payments at termination of any Contract awarded under this RFO.	
HS	AR-05	Contractor will deliver all Equipment to the William B. Travis Building, 1701 N. Congress Ave, Room G-101C, Austin, Texas 78701. Contractor may ship and receive Equipment directly to this location, if desired.	
HS	AR-06	Contractor shall be responsible for receiving the delivered Equipment from the carrier, ensuring completeness, and securely storing the Equipment prior to installation.	
HS	AR-07	Contractor shall be responsible for the inspection of all Equipment upon delivery. In the event that Equipment arrives in a state damaged upon repair, the Contractor shall provide a replacement unit of the same make and model at no cost to TEA.	
HS	AR-08	Contractor shall be responsible for all unpacking of the Equipment and destruction / removal of all packing materials.	
HS	AR-08	Equipment that experiences 3 (three) or more similar hardware failures, as documented by TEA and Contractor, within a six month period will be replaced by Contractor with a new unit at no additional charge to TEA.	
HS	AR-09	Invoicing of Equipment shall begin upon the TEA acceptance of successful installation of the Equipment.	

5.2 Hardware Maintenance Requirements

Contractor shall provide OEM warranty for Equipment acquired under the Contract. For Equipment not under OEM warranty, Contractor shall provide break/fix services.

Service	Item #	Requirement	Agree/Disagree
HS/SS	MR-01	Contractor shall provide on-site hardware maintenance and repair service for all Equipment under the Contract. (under warranty and not under warranty)	

HS/SS	MR-02	The service shall include all travel, labor, materials, and parts – including base unit, and all peripherals supported under the Contract.	
HS	MR-04	Equipment under warranty that experiences 3 (three) or more similar hardware failures within a 6 (six) month period will be replaced with a new unit at no additional charge to TEA.	
HS/SS	MR-05	All replacement parts will meet or exceed original manufacturer's specifications and be compatible with existing devices. TEA reserves the right to test any replacement part and disallow its use if not compatible or does not meet standards. The vendor will be required to find an acceptable part, at no additional charge.	

5.3 Asset Management Requirements

Contractor is required to keep accurate records of all Equipment supported under the Contract, whether acquired by Contractor or TEA. Asset tracking information will include Equipment installation location, date of installation, equipment model number, equipment serial number, Contractor asset tag number, and, if applicable, TEA asset tag number.

Service	Item #	Requirement	Agree/Disagree
HS	AMR-01	All Equipment acquired by Contractor under this Contract shall have a Contractor asset tag attached. TEA owned equipment will have a TEA asset tag.	
HS/SS	AMR-02	Contractor shall keep accurate records of all Equipment installations, de-installations, and returns, including dates for each.	
SS	AMR-03	Contractor shall provide a monthly report, in a format mutually agreed upon by TEA and Contractor, of Equipment in the "vacant equipment pool". Contractor shall notify TEA in advance when "vacant equipment pool" count falls below a mutually agreeable threshold.	
HS/SS	AMR-04	Contractor shall provide a monthly report, in a format mutually agreed upon by TEA and Contractor, of all Equipment supported under the Contract	
HS	AMR-05	Contractor shall describe its terms for managing Equipment acquired by Contractor in the event of theft, loss, or damage beyond repair. Details shall include insurance, buy-out, or any other provisions that can be considered.	Provide Narrative on separate sheet.

5.4 Service Desk, On-site Support, and Software Support Requirements

Provide service desk services to respond to TEA staff reports of maintenance issues, trouble-tickets, software installations, and request “how-to” assistance. Process must include a timely confirmation of receipt for all TEA requests and a resolution status of all service requests submitted. TEA staff will submit requests to the TEA helpdesk system, Zendesk. Contractor will receive notification regarding the ticket from Zendesk, and will post status and resolution information into the Zendesk ticket.

Contractor shall provide support services for all Equipment, including desktop, laptop, thin client, and associated peripherals including, but not limited to, keyboards, docking stations, and computer mice. Support services shall be provided for Equipment installations, moves, adds, and changes (IMACS). Support services shall be provided for all hardware failures, failure of common off-the-shelf (COTS) applications, or a failure of the operating system. Support services shall be provided for software, including the Equipment base image configuration, and common off-the-shelf (COTS) software. Support services include, but are not limited to, pushing software updates, patch management, automated software distribution, loading the TEA base image and COTS installations on specific machines.

Contractor shall provide support to include, but not limited to, the following:

1. trouble shooting user issues with the base image or COTS software
2. re-installing or reconfiguring of software to resolve problems
3. reconfiguration of software and system parameters, as necessary
4. installation of software, as requested
5. retrieval of a “rescue password” for hard disk encryption installations where needed
6. data recovery on crashed hard disk, to the extent possible
7. disk sanitization, in accordance with DoD standards and approved by TEA
8. installation of internal equipment upgrades, such as additional memory, larger hard drives, or video adapters
9. re-imaging of the Equipment when necessary or appropriate for security issues or other failure issues.

TEA shall create the base desktop and laptop images. Contractor shall deploy the base image and install required COTS software.

Refer to Attachment H: TEA Software for information on current deployed software and Attachment G: Support Requests for support ticket volume trends.

Service	Item #	Requirement	Agree/Disagree
SS	SR-01	TEA uses Zendesk for incident and work order management ticketing. Appropriate Contractor support personnel will be given Zendesk User IDs for responding to incident and work order request tickets (e.g. IMACs). The status of the ticket activities shall be periodically updated appropriately in Zendesk until completed.	
SS	SR-02	TEA staff shall report maintenance issues, trouble tickets, and request other assistance through the TEA Helpdesk system for installed hardware and common off-the-shelf (COTS) software.	

SS	SR-03	Contractor shall provide helpdesk services to respond to user "how to" assistance for common COTS applications.	
SS	SR-04	Contractor shall provide day-to-day on-site technical assistance, to include, but not limited to: Assisting with complex problem identification, resolving complex issues, installation of hardware and software, troubleshooting of hardware and software, relocation of equipment, equipment modifications or upgrades, installation/de-installation, packing/unpacking of equipment, swaps/replacement of equipment.	
SS	SR-05	Contractor may be requested to dispatch a technician to retrieve and supply a "rescue password" for a hard drive encryption in the case where a user has forgotten the assigned password. The "rescue password" will be obtained from the encryption management server provided by TEA.	
SS	SR-06	In the case of suspected malware infection (virus, worm, Trojan horse, or spyware) of a leased computer, the Contractor may be asked to dispatch a technician to run additional antivirus/antispysware diagnostics. If the computer is found to be compromised, the technician will notify TEA Information Security and coordinate the remediation and/or re-installation with that group.	
SS	SR-07	Outages considered to be a Severity 1 level (highly critical) will result in technician being contacted immediately for service.	
SS	SR-08	Install encryption software on laptops when required. Contractor may also be required to set the encryption password for the hard disk using a TEA provided encryption management server.	
SS	SR-09	Respondent shall describe its support plan, including integration with the TEA Helpdesk system, the assistance for "how-to" requests, and the number of proposed on-site staff to support the anticipated volume of requests. (Refer to Attachment G: Support Requests.) If proposing any remote desktop support, include the tool, types of requests, and security measures employed.	Provide Narrative on separate sheet.
SS	SR-10	Optional: If Contractor desires to interface its ticket system with the TEA Helpdesk system, Contractor shall describe the proposed interface and process. Any cost associated with interfacing to the TEA Helpdesk shall be the Contractor's responsibility.	Provide Narrative on separate sheet.
SS	SR-11	Respondent shall describe its process to recover data from a hard disk crash, including any tools used.	Provide Narrative on separate sheet.
SS	SR-12	Respondent shall describe its process and tool for disk sanitization. Disk sanitation must meet the Department of Defense Media Sanitation Guidelines.	Provide Narrative on separate sheet.
SS	SR-13	Respondent shall describe its process for coordinating with the Hardware Services Contractor for Equipment.	Provide Narrative on separate sheet.

5.5 Patch Management and Software Distribution Requirements

Contractor shall deploy patch updates to Equipment using the LANDesk system which is owned and deployed by TEA. Contractor shall be responsible for the LANDesk software, including configuration and upgrades, as needed. The LANDesk solution shall be used for large software upgrades, anti-virus updates, and patch deployment.

Contractor shall perform Patch Management services for all Equipment for TEA. Equipment includes all equipment acquired by Contractor, equipment owned by TEA, and equipment assumed by TEA or Contractor from the TEA current vendor. This service includes the deployment of Microsoft Security and Third Party updates to all client desktops and laptops disbursed throughout TEA's offices in Austin, TX. Contractor shall perform patch deployment for the TEA enterprise desktop environment through the administration of LANDesk Patch Manager. Using LANDesk, Contractor will provide Microsoft and Third Party critical and non-critical patches to TEA's end user environment as they are released. These tasks may be performed on a monthly basis or more frequent basis if necessary.

TEA will provide administrative access to the relevant servers and remote access to the TEA network, as necessary, to provide patch management (Citrix or VPN connection) and maintain the LANDesk environment.

Patch Management Procedure:

- 1) Microsoft and Third Party vendor patches are typically released on the first Tuesday of every month (Patch Tuesday). Contractor delivers patches to TEA desktop test environment as identified by TEA.
- 2) Once patches are deployed to the test environment, TEA will perform compatibility and functionality testing to determine which patches are appropriate for immediate release and which patches, if any, can be delayed and classified as non-critical and released on a later date. This task should take no longer than one calendar day (Wednesday).
- 3) Once patches are successfully tested and approved by both TEA and Contractor management, patches are then deployed to a small pilot group of the TEA users. The pilot group serves the purpose of verifying that LANDesk is deploying the patches as expected and the patches do not cause significant issues. This task should take no longer than one calendar day (Thursday).
- 4) Once the pilot group has validated and accepted, Contractor will deploy the approved patches to the entire TEA desktop enterprise. This deployment is known as a statewide deployment or enterprise deployment. This deployment will target every machine on the TEA network that is identified as being a responsibility of the LANDesk system. This deployment is launched on a Friday and usually stays active for the duration of the weekend to ensure optimal coverage.
- 5) The following week (usually Tuesday or Wednesday), Contractor will run a patch coverage report that will display the patch coverage statistics for the most recent patch release. This report is provided to management and IT staff for review, acceptance, and problem resolution if necessary.
- 6) Every time a patch is deployed enterprise-wide, it will be set in LANDesk to "Autofix". This provides TEA with a proactive measure that ensures that any machines that are re-imaged because of hardware/software issues or offline at the time of the initial patch deployment receive the patches automatically once they come online without any administrative intervention.

Service	Item #	Requirement	Agree/Disagree
SS	PM-01	Contractor shall utilize the TEA LANDesk environment for software management, including but not limited to, pushing software updates, patch management, patch application, automated software distribution, and imaging implementations.	
SS	PM-02	The priority of the patch deployments shall be controlled and scheduled with TEA. The priority and schedule shall change depending on the frequency and criticality of patches as they are released by Microsoft. Highly critical patches such as those addressing “zero-day-exploits” must be addressed with the highest priority when TEA Security staff deems the agency to be vulnerable. Deployment of these patches will follow the same general procedure as outlined above but with the emphasis and intent of deployment at the earliest possible time. Contractor and TEA will develop a mutually agreeable process for addressing highly critical patches.	
SS	PM-03	Contractor will generate LANDesk reports to provide status of all patch deployment activities. This may include on-demand reports, scheduled reports, and executive dashboard summary reports. The format and frequency for reports shall be agreed upon by TEA and Contractor.	
SS	PM-04	Contractor shall provide manual intervention, when required, to update workstations when the LANDesk tool fails to push and execute the update file.	
SS	PM-05	Contractor shall deploy patches in a controlled staged process, as described, to minimize any negative impact which could result in a faulty patch release.	
SS	PM-06	Contractor shall install only software authorized by TEA.	
SS	PM-07	Contractor will be responsible for managing the LANDesk software product including, but not limited to, upgrades, configuration, database, agent, policies, and reporting.	
SS	PM-08	Contractor shall describe its experience in managing and using LANDesk to manage end-user computing environments.	Provide Narrative on separate sheet.

5.6 Security Management Requirements

TEA has deployed the McAfee ePO Anti-virus environment for desktops and laptops. The server hardware and operating system are managed by the TEA Data Center Services Provider and are not subject to this contract. Contractor shall be responsible for the McAfee software implemented

for desktops/laptops, including configuration and upgrades, as needed. Contractor will utilize the TEA McAfee ePO Anti-virus software environment, licensed by TEA, to perform timely anti-virus updates to all TEA Equipment. Equipment includes all equipment acquired by Contractor, equipment owned by TEA, and equipment assumed by TEA or Contractor from the TEA current vendor.

Service	Item #	Requirement	Agree/Disagree
SS	SM-01	Contractor will be responsible for managing the McAfee ePO software product including, but not limited to, upgrades, configuration, database, agent, policies, and reporting.	
SS	SM-02	Contractor will utilize McAfee reporting capabilities within the application to present monthly statistics on virus activities within the network to TEA.	
SS	SM-03	When TEA detects a security event, TEA will enter a Severity 1 incident. Contractor shall remove the machine from the TEA network within 30 minutes and re-image the machine within 3 business hours.	
SS	SM-04	Contractor shall describe its experience in managing and using McAfee ePO to manage end-user computing environments.	Provide Narrative on separate sheet.

5.7 Installation/De-Installation Requirements

Installation of Equipment will be scheduled with the user. If the Equipment replaces an existing computer, Contractor will ensure that all software is installed and data transferred to the new Equipment. Equipment is considered successfully installed when all hardware, software, printers, and designated peripherals have been installed, configured, and are operating as an integrated system. This includes installing the appropriate print drivers, mapping to appropriate printers, mapping appropriate network drives, and ensuring that desktops icons and bookmarks are reinstated.

Equipment that is removed from service or transferred to another user must be properly accounted for and sanitized of all data.

Equipment includes all equipment acquired by Contractor, equipment owned by TEA, and equipment assumed by TEA or Contractor from the TEA current vendor.

Service	Item #	Requirement	Agree/Disagree
SS	DI-01	Contractor shall install Equipment using the TEA approved configuration image.	
SS	DI-02	Contractor shall install additional software provided by TEA, as required.	
SS	DI-03	Contractor shall configure Equipment for user.	

SS	DI-04	If replacing an existing machine, Contractor shall save data from the user's old machine to a TEA provided server and restore the data to the newly installed Equipment.	
SS	DI-05	Contractor shall provide basic PC orientation to user and obtain sign-off of successful installation.	
SS	DI-06	When Equipment is de-installed, Contractor will sanitize the internal disk drive, using TEA approved sanitation utilities. Inoperable Equipment also requires hard drive sanitation.	
SS	DI-07	When required, Contractor shall manage the entire return of Equipment; including securely packing Equipment, shipping Equipment to Contractor/Lessor, and tracking the return.	

5.8 Refresh Requirements

Refresh of technology is intended to maximize user productivity while managing costs. Aging Equipment may not guard against the latest malware, run advanced software, or deliver on portability and speed. TEA intends to schedule refresh of Equipment when it reaches the end of its refresh schedule. Equipment includes all equipment acquired by Contractor, equipment owned by TEA, and equipment assumed by TEA or Contractor from the TEA current vendor.

Service	Item #	Requirement	Agree/Disagree
SS	RR-01	For Refresh projects, Contractor shall provide a Project Manager (PM) who will be involved in roll-out planning and management. The PM shall coordinate the scheduling and delivery of Equipment.	
HS/SS	RR-02	Contractor will provision Equipment in accordance with the Acquisition Requirements specified in Section 5.1.	
SS	RR-03	Contractor will provide on-site installation and de-installation of Equipment in accordance with Section 5.7.	
HS/SS	RR-04	Contractor will provide OEM warranty, maintenance, and post installation support services in accordance with the requirements of this RFO.	
SS	RR-05	Contractor shall develop a refresh plan and schedule for TEA review and approval. Installations will be performed in accordance with the approved schedule.	
SS	RR-06	Contractor shall provide a weekly report with the status of the refresh project, including but not limited to, the total installations completed to date, total installations remaining, and any issues encountered.	

5.9 Transition Requirements

TEA's contract with the current vendor expires on Aug 31, 2016. Contractor shall be responsible for a seamless transition of services from the current vendor to the new Contractor prior to the end of the existing contract. Contractor shall work collaboratively with TEA support teams and the current vendor. If a contract resulting from this RFO is awarded to a new Contractor rather than to the current Contractor, then a four (4) week transition period will be required at the beginning of the contract from August 1, 2016 through August 31, 2016 at no additional cost to TEA. This is necessary to ensure a smooth transition from the current Contractor supporting the hardware and support services to the new Contractor(s).

The Contract Transition Plan must include but is not limited to the following:

1. Transition Timeline – to include all transition services listed below.
2. Identify issues that need to be addressed during the transition period;
3. Recommended solutions and develop a plan for the issues that need to be addressed during transition period;
4. Define Contractor's, including partners, roles and responsibilities;
5. Define the TEA's roles and responsibilities;
6. Outline key milestones during the transition period;
7. Outline procedures to be followed during the transition period;
8. Define the method of identifying, documenting, and transferring assets during the course of the existing contract that are subject to the transition plan;
9. Outline process to transfer open tickets to Contractor;
10. Identify Contractor's point of contact and procedures for managing problems or issues during the changeover period; and
11. Outline contingency plan for failed transition of services to Contractor. Components of this requirement must include the Contractor's decision making process and a plan for continuation of services.
12. Identify the Contractor's escalation contact.

Service	Item #	Requirement	Agree/Disagree
SS	TR-01	Contractor shall describe the roles and responsibilities during the transition of the existing contract to Contractor.	Provide Narrative on separate sheet.
SS	TR-02	Contractor shall include the initial draft of the Transition Plan with the RFO response, as outlined above, describing the parallel activities and other transition tasks.	Provide Transition Plan on separate sheet.
SS	TR-03	Contractor shall describe its process for knowledge transfer from the current vendor. Narrative shall include Contractor's staffing model, including training process, and staff transfer intentions.	Provide Narrative on separate sheet.

5.10 Termination Requirements

Service	Item #	Requirement	Agree/Disagree
HS/SS	TN-01	Upon termination, Contractor shall work collaboratively with TEA and any new provider to transition goods and services to new provider.	
HS/SS	TN-02	In the event of Termination for any reason, or upon expiration, TEA shall retain ownership of all associated work products and documentation produced under the Contract.	
HS/SS	TN-03	In the event of Termination for any reason, or upon expiration, all Equipment and outstanding payments must be assumable and assignable to TEA and/or subsequent Seat Management contractor.	

5.11 General Requirements

Service	Item #	Requirement	Agree/Disagree
HS/SS	GR-01	Contractor will provide Service and coverage during the hours of 7:00 am to 6:00 pm, Central Time zone, Monday through Friday excluding State Holidays. Services are required on Skeleton Crew and Optional Holidays. http://www.hr.sao.state.tx.us/Compensation/holidays.html	
HS/SS	GR-02	Support will be provided to TEA employees located in the William B Travis Building, the Moody Tower, and TCDD locations	
HS/SS	GR-03	During coverage hours, Contractor on-site technicians shall be reachable by TEA Operations staff by cell phone.	
SS	GR-04	Although not expected, in critical rare circumstances, the Contractor may need to provide desk side support on weekends. An example would be similar to the Hurricane Katrina support needs that occurred over the critical first weekend of the event.	
SS	GR-05	Although rare, at times, TEA may be required to host a conference held in Austin, TX. Using Equipment available to TEA, Contractor shall provide setup and support services for the event. Contractor will be given at least 60 days advanced notice of such an event.	
HS/SS	GR-06	Performance and activity reports will be provided monthly to TEA. Contents of these reports will be mutually agreed upon by Contractor and TEA.	
HS/SS	GR-07	Contractor will meet face-to-face monthly with the TEA Project Manager to review status.	

HS/SS	GR-08	TEA will have the right to request replacement, for any reason, Contractor staff assigned to support TEA. Replacement shall occur immediately upon receipt of the written request.	
HS/SS	GR-09	In the case that Contractor reassigns or terminates Contractor staff, Contractor will notify the TEA Project Manager and TEA Information Security Officer by phone and email within one (1) business day of such resignation, reassignment, or termination. If the departing staff is being terminated for cause, Contractor will notify TEA Project Manager in advance of the termination.	
HS/SS	GR-10	Contractor staff assigned to support TEA shall be proficient in the English language.	
HS/SS	GR-11	TEA reserves the right to accept or reject any subcontractor proposed by Contractor.	
HS/SS	GR-12	Contractor is responsible for end-to-end management of Contractor personnel and adherence to all federal and state employment laws.	
HS/SS	GR-13	All Contractor and subcontractor personnel shall be clearly identified as Contractor's employees by wearing nametags or other forms of identification as agreed to by Contractor and TEA when visiting a TEA site.	
HS/SS	GR-14	All Contractor and subcontractor personnel assigned to TEA shall sign a confidentiality statement, which will be valid after the completion of the project and five (5) years after termination of the Contract. Any personnel who refuses to sign the confidentiality statement will not be approved to work on the project.	
HS/SS	GR-15	All Contractor and subcontractor personnel assigned to TEA shall adhere to all applicable TEA Policies and standards.	
HS/SS	GR-16	Except as stated in this RFO, Contractor shall furnish all supplies and/or equipment necessary to successfully perform the requirements as specified in this RFO. TEA shall not be required to furnish any equipment or tools to Contractor.	
HS/SS	GR-17	Contractor may use TEA provided work space and Equipment depot (approximately 350 - 400 sq. ft.) for the sole purpose of providing the Services under this Contract	
HS/SS	GR-18	Contractor shall identify any exceptions or alternatives to the requirements stated in this RFO which would result in cost savings to TEA, if any. The value of the cost savings shall be outlined in the Contractor's price proposal.	Provide Narrative on separate sheet.

HS/SS	GR-19	Contractor shall describe any services or deliverables that are not required by the Scope of Work that the Contractor proposes to provide at no additional cost to TEA. Contractor is not required to propose value-added benefits, but inclusion of such benefits may be considered in the evaluation process.	Provide Narrative on separate sheet.
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5.12 SERVICE LEVEL REQUIREMENTS

There will be a group of users (not to exceed 50) who support critical operations in TEA (“VIP User”) and will need reduced response and repair times. TEA will provide a list of those users to the Contractor. TEA shall maintain and update this list and provide it to Contractor annually or more frequently if needed.

Service	Item #	Requirement	Agree/Disagree
SS	SL-01	General User Response Time from TEA Helpdesk ticket assigned to Contractor to end user shall be four (4) business hours or less for hardware failures and two (2) business hours or less for supported software failures.	
SS	SL-02	General User Resolution Time (time to complete repair and return to service) shall be the end of the next business day.	
SS	SL-03	“VIP” User Response Time from TEA Helpdesk ticket assigned to Contractor to end user shall be one (1) business hour.	
SS	SL-04	“VIP” User Resolution Time (time to complete repair and return to service) shall be four (4) business hours.	
SS	SL-05	Patch Management: Patch levels of the TEA enterprise desktop environment are maintained such that: <ul style="list-style-type: none"> 1. No greater than 5% of affected systems will be out of compliance 15 days after an enterprise deployment of patch 2. No greater than 3% of affected systems will be out of compliance 30 days after an enterprise deployment of patch 3. No greater than 1% of affected systems will be out of compliance 45 days after an enterprise deployment of patch 	
HS/SS	SL-06	Contractor shall collect and measure customer satisfaction surveys, in a format to be mutually agreed upon by Contractor and TEA.	

HS/SS	SL-07	Contractor will provide TEA monthly service level attainment reports and remediation plans, if required, in a format to be mutually agreed upon by Contractor and TEA.	
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6. QUALIFICATION AND EXPERIENCE

Responses must include the following:

- A. Provide the number of years your Company has been providing End User Computing Seat Management services.
- B. Describe the Company's ownership structure.
- C. Identify the individual who has overall responsibility for operations (Account Manager) by providing the following:
 - 1) Name;
 - 2) Title;
 - 3) Physical Address;
 - 4) Email Address;
 - 5) Telephone Number;
 - 6) Facsimile Number.
 - 7) Years of experience the Account Manager has in similar projects.
 - 8) Years the Account Manager has been employed with the Company.
- D. Describe the Company's usual process for interface with the client, including the chain of command within the organization.
- E. Describe the Company's quality control policies and procedures.
- F. Provide a copy of the Company's quality control policies and procedures.
- G. Describe the prior contracting experience with Texas governmental entities or agencies.

If Respondent acquires technical services from separate entities (Subcontractors), provide the following for each entity:

- A. Name of entity.
- B. The type of service the entity provides. (Hardware support only or support services only or both)
- C. The number of years it has been providing such services.

7. INVOICES

Payments will be made monthly and may align with the acquisition amortization schedule(s) of Equipment. Payment will be made to Contractor after TEA verifies that all services invoiced have been performed. The monthly invoice will be itemized.

Payments will be made only to the Contractor. No payments will be made to any subcontractor. All invoices shall reflect the Contractor's name and Comptroller's Vendor ID as the Payee, and include the TEA purchase order number. All payments will be made in accordance with Schedule B TEA Contract Terms and Conditions.

The awarded Contractor shall submit an invoice to TEA Accounts Payable. The invoice may be hand delivered to TEA Accounts Payable or emailed to TEAAccountsPayable@tea.texas.gov

Texas Education Agency Accounts Payable Division,
Room 2-130
1701 N. Congress Ave
Austin, TX 78701-1494

8. PRICING

Contractor is responsible for all costs directly, or indirectly, related to the preparation of this solicitation or any oral presentation that may be required by TEA to supplement or clarify a proposal. All prices must be all inclusive, and include the DIR fee and all applicable taxes. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.

Prices for Equipment is on a firm fixed price basis for Equipment equal to or similar to the configurations in Attachment F – Hardware Configurations. TEA expects that the cost of hardware will decrease over the term of the contract, and that newer Equipment can be provided at the same cost. Equipment held in the “vacant equipment pool” will not incur support charges until deployed and placed into service.

TEA’s current contract expires August 31, 2016, however, lease obligations vary for some equipment and continue until November 30, 2017 (See Attachment E, TEA Inventory and Lease Schedule). It is TEA’s desire that the Contractor buyout the remaining lease obligations. Information concerning the lease buyout is available for Respondent’s review in the TEA Purchasing, Contracts and Agency Services Office. Respondent is required to schedule an appointment and sign a confidentiality agreement prior to viewing the data. No data may be copied or removed from TEA premises.

Budget for this project is not available until September 1, 2016. Transition services will begin after contract award, but no payments will be made to Contractor prior to September 1, 2016.

Respondents shall include an Excel spreadsheet (see Attachment I, Pricing Spreadsheet) that illustrates the month to month commitments over the term of the Contract for all costs.

Respondents submitting proposals for Seat Management Hardware Services (HS) shall submit costs for items 8.1 through 8.4 and 8.10 through 8.11.

Respondents submitting proposals for Seat Management Support Services (SS) shall submit costs for items 8.5 through 8.11. This price schedule shall reflect the Contractor’s proposed refresh schedule. Respondents shall provide a summary of any assumptions and exclusions.

All prices must be severable.

Pricing Sheet Items

Item #	Task Name
8.1	Windows desktop hardware, including OEM warranty, per unit/per month that illustrates the month to month commitments over the term of the Contract (see Attachment I, Pricing Spreadsheet).
8.2	Mac desktop hardware, including OEM warranty, per unit/per month that illustrates the month to month commitments over the term of the Contract (see Attachment I, Pricing Spreadsheet).
8.3	Windows laptop and docking station hardware, including OEM warranty, per unit/per month that illustrates the month to month commitments over the term of the Contract (see Attachment I, Pricing Spreadsheet).
8.4	Thin client hardware, including OEM warranty per month that illustrates the month to month commitments over the term of the Contract (see Attachment I, Pricing Spreadsheet).
8.5	Break/fix for out of warranty Windows desktop hardware per unit/per month that illustrates the month to month commitments over the term of the Contract (see Attachment I, Pricing Spreadsheet).
8.6	Break/fix for out of warranty Windows laptop and docking station hardware per unit/per month that illustrates the month to month commitments over the term of the Contract (see Attachment I, Pricing Spreadsheet).
8.7	Break/fix for out of warranty Thin client hardware per month that illustrates the month to month commitments over the term of the Contract (see Attachment I, Pricing Spreadsheet).
8.8	Break/fix for out of warranty Mac desktop hardware per month that illustrates the month to month commitments over the term of the Contract (see Attachment I, Pricing Spreadsheet).
8.9	Support Service for Equipment, per unit/per month that illustrates the month to month commitments over the term of the Contract (see Attachment I, Pricing Spreadsheet).
8.10	Buyout of existing TEA lease obligations. Attach a detailed price schedule that illustrates the month to month commitments over the term of the Contract (see Attachment I, Pricing Spreadsheet) to reflect each lease obligation.
8.11	Identify the value of any cost reduction alternatives described in Requirement GR-18 (see Attachment I, Pricing Spreadsheet).

9. RESPONDENT RESPONSE

9.1 Conflict of Interest

A Respondent will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, Respondent's response to this RFO must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to the submission of a proposal from Respondent and its proposed subcontractors', possible selection as Successful Respondent, or its performance of the Contract.

As part of this disclosure requirement, each Respondent must include in its proposal all past and present contractual, business, financial or personal relationships between Respondent and TEA and between Respondent's proposed subcontractors, if any, and TEA. For purposes of this disclosure requirement, (i) "past" is defined as within the two (2) calendar years prior to the deadline for submission of proposals in response to this RFO; (ii) TEA is defined as the statewide elected official who heads the agency as well as the agency's employees or recent former employees; and (iii) "recent former employees" are defined as those TEA employees who have terminated agency employment within the two (2) calendar years prior to the deadline for submission of proposals in response to this RFO. For each item, Respondent must provide a detailed explanation of why Respondent does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Respondent's submission of a response, possible selection as Successful Respondent or its performance of the Contract.

For purposes of this RFO, "personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial, or similar relationship and includes family relationships or other connections outside simply providing a response to this RFO. For this purpose, "family relationship" means a relationship within the third degree of consanguinity or second degree of affinity (see Chapter 573 of the Texas Government Code) which defines these degrees of consanguinity and affinity.

Connections other than such family relationships fall within this definition and must be disclosed if a reasonable person could expect the connection to diminish Respondent's independence of judgment or effectiveness in the performance of Respondent's responsibilities to TEA or the State under the Contract. Connections also fall within this definition if a reasonable person could expect the connection, within the overall context of Respondent's submission of a response, possible selection as Successful Respondent, or its performance of the Contract, to create an issue for the agency's consideration relative to a potential appearance of impropriety or conflict of interest.

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

If the circumstances certified by Respondent change or additional information are obtained subsequent to submission of responses, by submitting a response Respondent agrees that it is under a continuing duty to supplement its response under this provision and that the duty to disclosure of any conflicts of interest is an ongoing obligation throughout the term of the contract. Respondent shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation.

9.2 Family Educational Rights and Privacy Act (FERPA)

FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under applicable programs of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. The rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students". FERPA outlines the circumstances in which schools are required to have written permission from a parent or eligible student in order to release information from a student's education record. The initial Contractors designed and constructed the application to follow the FERPA guidelines. Any modifications made to applications must also adhere to the FERPA guidelines. Awarded Contractor staff having access to data stored within the applications must protect the confidentiality of the data following FERPA guidelines.

9.3 Response Format and Content

Responses must be written entirely on 8 ½" x 11" white paper and must be limited to 50 pages, not including appendices and attachments. Responses shall be stapled in the top left corner or, if bound, may be bound in no more than a 3-ring binder. Responses shall include a "Table of Contents" and give page numbers for each part of the qualifications. Number all pages of the offer sequentially using Arabic numerals (1, 2, 3, etc.). Separate and identify each criterion response of this RFO by use of a divider sheet with an integral tab for ready reference. Section 5 responses shall be separated by a page break between each subsection (5.x). Responses must be submitted in a manner that does not carry any benefit, keepsake, or value for members of the review panel.

9.4 Response Cover Page

Responses shall include a cover page that clearly states the name of the firm or organization and the name, position, and telephone number of the Respondent's project administrator whom TEA may contact regarding the response.

9.5 Response Checklist

This checklist is to assist Respondents in ensuring that all information is included in their response. Respondents must refer to the appropriate section of the RFO for detailed information on the following.

- | | | |
|--------------------------|--|-------------------------|
| <input type="checkbox"/> | Response Cover Page | Attachment D |
| <input type="checkbox"/> | Understanding of the Project and Methodology | Sec. 10.1 |
| <input type="checkbox"/> | Management Plan | Sec. 10.2 |
| <input type="checkbox"/> | Scope of Work Responses | Sec. 5 |
| <input type="checkbox"/> | HUB Subcontracting Plan | Attachment C /Sec. 10.3 |
| <input type="checkbox"/> | Personnel Resources | Sec. 10.4 |
| <input type="checkbox"/> | References – Past Performance | Sec. 10.5 |
| <input type="checkbox"/> | Pricing Proposal | Sec. 11 |
| <input type="checkbox"/> | Execution of Offer, Contract Terms and Conditions... | Attachment B |

Failure to return all information on the checklist may disqualify the response.

10. RFO FORMAT AND CONTENT

10.1 Understanding of the Project and Methodology

The response must communicate an understanding of prior studies and research in the areas of the project, describe the tasks to be performed, and identify potential problems in the conduct of the project and methods to identify and solve such problems.

The Respondent must describe clearly, specifically, and as completely as possible, the methodology for carrying out the objectives and requirements of the project as described in this RFO. The response must describe the project design, project activities, materials, and other products, services, and reports to be generated during the contract period and relate them to the stated purposes and specifications described in the RFO. The Respondent must append technical evidence relating to their ability to perform the proposed services to the response. Failure to meet these conditions shall result in disqualification of response and the response shall

receive no further consideration.

10.2 Management Plan for the Project

Respondent must provide satisfactory evidence of capability to manage and coordinate the types of activities described in the RFO and to produce the specified product or service on time. To provide information on qualifications to accomplish the described tasks, Respondents must include in this section the following information:

- A. Structure of the organization.
- B. Indications of the ability to perform the tasks described in Section 3.
- C. Names of staff member(s) who will direct the overall project throughout the duration of the contract as well as those of staff members who will coordinate major activities during each phase of the contract, and the time allocations that the personnel described will devote to fulfillment of the contract.

10.3 Subcontracts

Respondent must identify key partnerships and sub-contractors it intends to leverage for this project, and specify the tasks and activities and the level of responsibility each will have with the project. Respondent must complete and identify any sub-contractors proposed to work on the project who are Historically Underutilized Businesses (HUBs) as defined in V.T.C.A., TX Govt. Code, §2161.001.

All Respondents must submit a HUB Subcontracting Plan (HSP) regardless if you are subcontracting or not. The HUB subcontracting goal for this procurement is 26.0% minority and/or woman-owned business participation. Failure to submit the HSP will result in disqualification of the response.

The HSP will be incorporated into the contract between the TEA and the awarded Contractor. Respondents are encouraged to collaborate with TEA to develop mentor protégé opportunities. Under TAC Title 34, §20.14, a Respondent's participation in a Mentor Protégé Program under TGC §2161.065, and the submission of a protégé as a subcontractor in the HUB Subcontracting Plan constitutes a good faith effort for the particular area to be subcontracted with the protégé.

The Respondent awarded the contract will be responsible for maintaining business records documenting compliance with HUB Program requirements. The awarded Contractor shall submit a Progress Assessment Report (PAR) monthly verifying compliance with the HSP, including the use of and expenditures made to its subcontractors (HUB and Non-HUBs). Submission of the PAR is a condition for payment. The selected Contractor shall also report all 2nd and 3rd Tier subcontracting in the monthly PAR. PAR's are due no later than the 10th day of the following month. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the HUBOffice@tea.texas.gov.

10.4 Personnel Resources

An appendix to the response must contain résumés of project staff members. If the résumés include references, TEA will not consider the references in the review. Names given as references must not affect the scoring of the proposal in any way. In addition, the Respondent cannot list employees of TEA in the response as references. Respondent may list TEA employees in a memo transmitting the response, but not in the response. If the Respondent plans to use subcontractors, a staff organization and résumés of subcontractors must be included.

Respondent must provide the following information for each of the skill sets they identify in the pricing table:

- A. Position title.
- B. Job description for the position.
- C. Description of the minimum education, certification and skill set and experience levels required for the position.
- D. Estimated number of staff in the position.

Place emphasis on the qualifications of the individuals and not the individuals themselves. Respondent must provide the following information on all personnel services:

- A. Description of each individual's experience.
- B. Documentation of education and certification(s).
- C. Specific information on years of experience with software and roles and responsibilities with projects of similar nature complexity, including role and responsibilities on those projects.
- D. Specific information concerning roles and responsibilities, if any, on the required reference projects.
- E. Proposed role and responsibilities on the project.

10.5 References – Past Performance

The Respondent must provide experience with End User Computing Seat Management solutions to be eligible for this project. Respondent must provide at least two (2) and not more than three (3) applicable project experiences within the past three (3) years similar in size, scope and complexity to the one described in this RFO.

Respondent must describe the nature of each engagement and include at least two (2) customer reference contacts per project, including current contact information. TEA will give public sector references additional consideration. For each reference provided, the Respondent must list the following:

- A. Organization/Company name.
- B. Point of contact with current telephone number and email address.
- C. Industry/subject focus.
- D. Project description.
- E. Total contract value.
- F. Key technologies employed (hardware and software tools).
- G. Date the system was placed in production

TEA will contact references to verify past performance in the following areas:

- A. Quality of deliverables.
- B. Methodology.
- C. Timeliness/adherence to schedule and budget.
- D. Business conduct.
- E. Innovation.
- F. Problem resolution.
- G. Customer satisfaction.

11. PRICING PROPOSAL

The Pricing Proposal (Attachment I) **MUST BE BOUND AND SUBMITTED SEPARATELY FROM THE SCOPE OF SERVICES OFFER.** To demonstrate an understanding of what is included in the Pricing Proposal, Respondents must list in their Pricing Proposal all assumptions used to compile the prices given for the project. Pricing Proposals must be valid for at least 120 working days from date of submittal. Failure to meet these conditions shall result in disqualification of response, and the response shall receive no further consideration.

12. RESPONSE SUBMISSION REQUIREMENTS

12.1 Response Submission, Date, and Time

WITHOUT EXCEPTION – RESPONSE MUST BE TIME AND DATE STAMPED BY TEA PURCHASING, CONTRACTS AND AGENCY SERVICES DIVISION BEFORE:

Wednesday, June 1, 2016, 2:00 P.M. CT

TEA's PCAS Division is open Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding State of Texas observed holidays. TEA will not consider responses if PCAS receives after 2:00 P.M. CT on the closing date. PCAS is located on the 2nd floor of the William B. Travis Building. The mailing address is:

Purchasing, Contracts and Agency Services Division, Room 2-
125 Texas Education Agency
William B. Travis
Building 1701 N.
Congress Avenue
Austin, TX 78701-1494

Responses must be in a sealed envelope (or box as appropriate) with the Respondent's name, RFO number, and closing date prominently visible on the envelope/package. If multiple envelopes/boxes are used, the Respondent shall indicate on the package "specific item # of total # of items."

TEA will not accept facsimile transmissions (FAX) of responses under any circumstances. Discovery of any false statement in the response is a material breach and shall void the submitted response or any resulting contracts and contractor may also be removed from all Vendor lists maintained by the State of Texas. Regardless of the method of submitting the response — United States Postal Service (USPS), United Parcel Service, Federal Express or any other delivery service—the response must be received in TEA's PCAS Division by 3:00 P.M. CT on or before the closing date in order to be considered.

Note: TEA WILL NOT accept a USPS postmark and/or round validation stamp, mail receipt with the date of mailing stamped by the USPS, a dated shipping label, invoice or receipt from a commercial carrier, or any other documentation as proof of receipt of any response. Respondents are advised that TEA assumes no responsibility, due to any circumstances, for the receipt of a response after the deadline time and date established in this RFO.

12.2 Number of Copies of Response

- A. 1 (one) signed original (clearly marked 'Original') of the complete response, including one signed original of the HUB Subcontracting Plan (HSP);
- B. 5 (five) signed copies (clearly marked 'Copy') of the complete response, including signed copies of the HUB Subcontracting Plan;
- C. Five Flash drives clearly marked with Respondent name containing the complete response.

Paper responses must be bound in a 3-ring binder and the cover of the binders must reference "RFO #701-16-042" and include the name and address of the Respondent. TEA PCAS Division must receive the required number of copies of the response by 3:00 P.M. on the established deadline date. Failure to meet this condition shall result in disqualification of response and shall receive no further consideration. Photocopying is not available at TEA. TEA PCAS Division will not accept additions or replacements to the response after the closing date for receiving the responses.

NOTE: Flash Drive(s) must be securely fastened in the 3-ring binder marked original.

12.3 Questions and Requests for Additional Information

In order to assure that no prospective Contractor may obtain a competitive advantage because of acquisition of information unknown to other prospective Contractors, TEA will provide any

additional information that is different from or in addition to, information provided in the RFO only in response to written inquiries. TEA will provide answers to all such inquiries and the written answers will be sent to every Respondent.

Respondents must make all inquiries for information in writing (email or fax) to the Attention: Virginia Turrubiarte, TEAContracts@tea.texas.gov or to fax number (512) 475-1706.

12.4 Tentative Sequence of Events/Critical Dates

Date	Event
No later than Monday, May 2, 2016	Publication of Request for Offer in the Electronic State Business Daily (ESBD) at Distribution of RFO http://esbd.cpa.state.tx.us/
May 2, 2016 – May 7, 2017	Open period for questions
May 7, 2016	Deadline For Questions To TEA, by 10:00 am
May 7, 2016	Notice of intent to submit a proposal is due to the TEA Purchasing and Contracts Division – See Attachment A
May 15, 2016	Publication of Questions and Answers Addendum
May 15, 2016	Bidder’s Conference
May 16, 2016	Publication of Questions and Answers from Bidder’s Conference
Wednesday, June 1, 2016	Response is due in the TEA PCAS Division by 2:00 P.M., Central Time Zone
June 2, 2016 - July 15, 2016	Evaluation and Negotiations Process
June 21, 2016 – June 22, 2016	Oral presentations and due diligence, if requested by TEA
August 1, 2016 – August 31, 2016	Transition Period
Thursday, September 1, 2016	Commencement of support Services

It should be noted that all of these dates, except the response due date might vary slightly as conditions require.

Selected Respondent finalists will be required to be available to present and discuss their response with TEA between Tuesday, 06/21/2016 to Wednesday, 06/22/2016 in Austin, Texas. It is highly recommended that key staff proposed for the project attend the presentation.

12.5 Standard Response Requirements

TEA reserves the right to reject any and all responses and to negotiate portions thereof. TEA may not necessarily fund the selected responses for the full response price if the Agency determines that a different price is more appropriate. The budget submitted by the Respondent is subject to negotiation by the Texas Education Agency.

Texas Education Agency reserves the right to select the response containing the best value to the State and TEA. Respondent shall furnish such additional information that the Agency may reasonably require. Respondent must work with the Agency staff to clarify the design of the materials, project design, project activities, and/or other products, and modify these items if necessary.

12.6 State Not Responsible For Preparation Costs

TEA will not be liable for any costs incurred in the preparation and submittal of a response.

12.7 Disclosure of Offer Content

After contract award, responses are subject to release under the Texas Government Code, Chapter 552, Public Information Act. Respondents must indicate on their response cover if their submission contains proprietary information. TEA recommends that Respondent's identify the specific sections within the response that it considers proprietary.

12.8 Review of Responses

Review of responses will begin as soon as practical after receipt. TEA may (but not obligated to) ask the Respondents receiving the most favorable ratings during the first round of selection to send a representative to Austin, Texas, at a time and place TEA will arrange for oral presentation of their response. TEA will rate the responses again if oral presentations are done. The evaluation team shall consist of TEA staff knowledgeable in the content area.

TEA will notify each Respondent in writing of the selection or non-selection for award. TEA will destroy additional copies of responses not selected for award in accordance with the agency approved records retention policy. In the case of a response selected for award, notification to the Respondent will include the contractual conditions, which the Respondent must accept in accordance with federal and/or state law.

TEA will select responses based on the ability of each Respondent to carry out all of the requirements contained in this RFO. TEA will base its selection on, among other things, demonstrated competence and qualifications of the Respondent and on the reasonableness of the proposed cost. TEA reserves the right to select the proposal based on best value to the state of Texas and the agency.

TEA will apply the following criteria and the total number of points of each portion of the RFO in selecting the Contractor.

Categories	Possible Points
A. Product Offering The extent to which the goods and services meet TEA's needs: <ul style="list-style-type: none"> • Response to Requirements in the RFO • Acceptance of Contract Terms and Conditions • Any Value added capabilities 	50
B. Indications of probable Contractor Performance <ul style="list-style-type: none"> • Staffing and personnel qualifications • Knowledge, Skills and Abilities of individual candidates as related to the RFO tasks and deliverables • Experience of the Respondent as related to the RFO tasks • Contractor financial viability and stability • Results of Reference Checks • Organization Structure • Resumes Public Sector experience shall be given additional consideration	25
C. Cost Proposal The total long-term best value to TEA of acquiring the Contractor's goods and services: <ul style="list-style-type: none"> • Pricing Schedule • Ability to buy-out existing contract leases • Cost Reduction alternatives, if any • Value-added offerings 	30
D. Contractor's Understanding of the Project Approach to meeting the requirements and deliverables, in sufficient detail, to demonstrate understanding of the scope of work under this RFO	20
TOTAL	125

TEA determined weights based on the criticality of the particular factor to the selection process. TEA cautions Respondents not to minimize the importance of adequate responses in any area because it carries less weight than other areas.

TEA may develop a "short list" of qualified offers, and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). TEA will give each "short-listed" Respondent a reasonable opportunity for discussion and revision of their offer. After receipt of the BAFO(s), TEA will re-evaluate all Respondents submitting a BAFO based on the Evaluation Criteria.

The Agency shall also give preference, among proposals that are otherwise comparable, to a proposal submitted by a Texas certified HUB.

ATTACHMENT A
NOTICE OF INTENT TO SUBMIT A RESPONSE RFO #701-16-042
End User Computing Seat Management

The undersigned organization hereby files a notice of intent to submit a proposal:

Name of Organization:	
Mailing Address:	
Contact Person:	
E-Mail:	
Phone Number:	
FAX:	

- Filing of this notice is not mandatory; however, it will assist the Texas Education Agency in anticipating the volume of responses to better expedite the review process and finalize contract awards.
- The information from the Notice of intent may also be provided to HUB Contractors (if requested) to help establish subcontracting relationships for this solicitation as well as future solicitations with the agency.
- Filing this notice in no way binds the organization to submit a response for this RFO.
- Respondents who do not file this notice are still eligible to submit a response.

PLEASE SUBMIT THIS NOTICE BY E-MAIL OR FAX BY NO LATER THAN, May 7, 2016
TO:

TEAContracts@tea.texas.gov

Texas Education

Agency

Attention to: Virginia Turrubiarte

Purchasing, Contracts and Agency Services (PCAS)

Division FAX (512) 475-1706

ATTACHMENT B

Execution of Offer, Contract Terms and Conditions

1) Definitions as used in these Contract Terms and Conditions:

- i) *Contract* means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the Terms and Conditions and the Special Provisions), amendments and extensions of or to the Standard Contract
- ii) *Receiving Agency, Party, Owner or TEA* means the Texas Education Agency
- iii) *Proposer or Respondent* may be used interchangeably in the competitive solicitation. Contractor and Respondent infer pre RFP award status and Contractor infers to post RFP award status
- iv) *Contractor or Performing Agency* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants
- v) *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project
- vi) *Contract Project* means the purpose intended to be achieved through the Contract
- vii) *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto
- viii) *Major Contract* means any contract over \$10 million cumulative over the life of the contract
- ix) *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract ("Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.) this does not include any pre-existing materials of Contractor, or any licensed third party materials provided by Contractor
- x) *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses

2) **Contingency:** The Contract, including any amendments, extensions or subsequent contracts are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

3) Indemnification:

- i) Acts or Omissions
- ii) Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- iii) Infringements
- iv) Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other

intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- v) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to TEA's specific instructions, (iv) any intellectual property right owned by or licensed to TEA, or (v) any use of the product or service by TEA that is not in conformity with the terms of any applicable license agreement.
 - vi) If Contractor becomes aware of an actual or potential claim, or TEA provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against TEA, shall), at Contractor's sole option and expense (i) procure for the TEA the right to continue to use the affected portion of the product or service or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TEA's use is non-infringing.
 - vii) CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR 'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE TEA AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.
 - viii) CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TEA, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 4) **Subcontracting and Substitutions:** Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of the TEA Project Manager.
- 5) **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- 6) **Contractor's Proposal:** Contractor's proposal that was furnished to TEA in response to a Request for Proposal is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this Contract or is attached as a separate document.
- 7) **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current Terms and Conditions shall prevail in the event of conflict.
- 8) **Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records

and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

- i) Pursuant to Government Code, the state auditor may conduct an audit or investigation of the contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.
 - ii) Contractor further agrees that acceptance of funds under this contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this contract that are requested.
- 9) **Intellectual Property Ownership:** Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.
- i) Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Contractor will provide TEA with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works.
 - ii) Contractor agrees, at Contractor's expense, to indemnify, hold harmless and defend TEA and the State from claims involving infringement of third parties' licenses, trademarks, copyrights or patents.
 - iii) **For School Districts and Nonprofit Organizations:** The foregoing Intellectual Property Ownership provisions apply to any school districts, nonprofit organizations, and their employees, agents, representatives, consultants and subcontractors.
 - iv) **For Education Service Centers (ESCs):** The foregoing Intellectual Property Ownership provisions apply to an education service center (ESC) and its employees, agents, representatives, consultants, and subcontractors. If an ESC or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from TEA Legal Division.
 - v) **For Colleges and Universities:** The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. Colleges and universities are prohibited, however, from advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract, without the express written permission of TEA Legal Division.

10) Time Delays; Suspension; Sanctions for Failure to Perform; Noncompliance: Time is of the Essence. Contractor's timely performance is essential to this Contract.

- i) Suspension
- ii) If this Contract is suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible. TEA shall not be required to pay any standby hourly rates during a suspension of Work, if TEA suspends performance of the Work because the Work is defective, or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to provide required insurance coverage, or fails to furnish or perform the Work in such a way that the completed Work will conform to this Contract.
- iii) Sanctions
- iv) If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, TEA may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from TEA.

11) Information Security Requirements: Access to Confidential TEA Information. Contractor represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard TEA Confidential Information and to protect it from unauthorized disclosure. If Contractor discloses any TEA confidential information to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor. Whenever communications with Contractor necessitate the release of Confidential TEA Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. Contractor shall access TEA's systems or Confidential TEA Information only for the purposes for which it is authorized. TEA reserves the right to review the Contractor's security policy to ensure that any data that is on the Contractor's servers is secure. Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

- i) Contractor shall ensure that any TEA Confidential Information in the custody of Contractor is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Contractor in accordance with this Contract. Electronic media used for storing any Confidential TEA Information must be sanitized by clearing, purging or destroying in accordance with such standards established by the National Institute of Standards and Technology and the Center for Internet Security. These standards are also required if the Contractor is collecting, maintaining, or analyzing data gathered, collected, or provided under this Contract. Contractor must maintain a record documenting the removal and completion of all sanitization procedures with the following information:
- ii) Date and time of sanitization/destruction
- iii) Description of the item(s) and serial number(s) if applicable
- iv) Inventory number(s)
- v) Procedures and tools used for sanitization/destruction
- vi) No later than sixty (60) days from contract expiration or termination or as otherwise specified in this Contract, Contractor must complete the sanitization and destruction of the data and provide to Comptroller all sanitization documentation.
- vii) Access to Internal TEA Network and Systems
- viii) As a condition of gaining remote access to any internal TEA network and systems, Contractor must comply with TEA's policies and procedures. TEA's remote access request procedures will require Contractor to submit TEA Applicable Access Request forms for TEA's review and approval. Remote access technologies provided by Contractor must be approved by TEA's Information Security Officer. TEA, in its sole discretion, may deny network or system access to any individual that does not complete the required forms. Contractor must secure its own connected systems in a manner consistent with TEA's requirements. TEA reserves the right to audit the security measures in effect on Contractor's connected systems without prior warning. TEA also reserves the right to immediately terminate network and system connections not meeting such requirements.
- ix) Disclosure of Security Breach
- x) Contractor shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Contractor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or confidential Comptroller information ("Security

Incident"). Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, Contractor shall provide a written report to TEA's Information Security Officer detailing the circumstances of the incident which includes, at a minimum, the following:

- (1) Description of the nature of the Security Incident
 - (2) The type of TEA information involved
 - (3) Who may have obtained the information
 - (4) What steps Contractor has taken or will take to investigate the Security Incident
 - (5) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident
 - (6) A point of contact for additional information
- x) Each day thereafter until the investigation is complete, Contractor shall provide TEA's Information Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:
- (1) Who is known or suspected to have gained unauthorized access to TEA information
 - (2) Whether there is any knowledge if TEA information has been abused or compromised
 - (3) What additional steps Contractor has taken or will take to investigate the Security Incident
 - (4) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident
 - (5) What corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure
- xii) Contractor shall confer with TEA's Chief Information Security Officer regarding the proper course of the investigation and risk mitigation. TEA reserves the right to conduct an independent investigation of any Security Incident, and should TEA choose to do so, Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s). Subject to review and approval of TEA's Information Security Officer, Contractor, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TEA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to TEA by Contractor. If Contractor does not reimburse such costs within thirty (30) days of TEA's written request, then TEA shall have the right to collect such costs.

- 12) Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within thirty (30) days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- 13) Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- 14) TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within thirty (30) days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- 15) State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to laws or rules of the State of Texas pertaining to and or governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
- 16) Federal Regulations Applicable to All Federally Funded Contracts:** The Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office.

Website:

http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

17) Federal Rules, Laws, and Regulations That Apply to all Federal Programs: Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to the following:

- (1) Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64
 - (2) Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100
 - (3) Title IX of the Education Amendments 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110
 - (5) Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution
 - (6) Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress)
 - (7) P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, Terms and Conditions of the Elementary and Secondary Education Act, as amended
 - (8) General Education Provisions Act, as amended
- ii) **Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed below or his/her successors in office. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA

CONTRACTOR

Texas Education Agency
William B. Travis Building
1701 N. Congress Avenue
Austin, Texas 78701

18) Forms, Assurances, and Reports: Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government. Pursuant to 34 TAC 201.14 -18 and TGC 2161, Contractors shall maintain business records documenting compliance with the HUB subcontracting plan (HSP) and shall submit a compliance report to the contracting agency monthly, in the format required by the Agency. The compliance report submission shall be required as a condition for payment. If the Contractor subcontracts any part of the contract in a manner that is not consistent with its HUB subcontracting plan, the selected respondent must submit a revised HUB subcontracting plan before subcontracting any of the work under the contract.

- i) If the Contractor subcontracts any of the work without prior authorization and without complying with this section, the Contractor is deemed to have breached the contract and is subject to any remedial actions provided by Government Code, Chapter 2161, and other applicable state law.

19) Signature Authority; Final Expression; Superseding Document: Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of

agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.

- 20) Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- 21) Family Code Applicability:** By signing this Contract, Contractor, if other than a state Party, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- 22) Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after the Agency receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after the Agency receives Contractor's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. The Agency's participation in mediation or any other dispute resolution process shall not waive any of the Agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- 23) Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, Terms and Conditions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its Terms and Conditions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.
- 24) Education Service Center:** No funds transferred to regional education service centers or to school districts may be used to hire a registered lobbyist.
- 25) Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- 26) Certificate of Interested Parties.** In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.
- 27)**
- 28) Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating

itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

- i) **Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.** The TEA Project Manager will provide the specific format by which the Contractor is required to make the information accessible by the public.
- 29) Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offer 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.
- 30) Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- 31) Protests:** Any actual or prospective Bidder, Respondent, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the TEA may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.
- i) If the protest procedure results in a final determination by the Agency that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Agency may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against the Agency
- 32) Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- 33) Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- 34) Conformance:** The Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, Contractor warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- 35) Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- 36) Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.

- 37) Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing, Contracts, and Agency Services (PCAS) Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- 38) Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.
- 39) Excluded Parties List System:** The Texas Education Agency and the Contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/briefing-room/presidential-actions/executive-orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.
- 40) Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- 41) Electronic and Information Resources Accessibility Standards and Reporting:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- 42) [Section 508 of the US Rehabilitation Act of 1973](#)** has been revised and adopted. Therefore, all current and potential Contractors are hereby notified of the requirement. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.
- i) This refresh of 508 uses the [WCAG 2.0 AA Accessibility Guidelines](#) (also ISO/IEC standard 40500) as the new technical standard that Federal agencies are now required to meet when procuring products and services. With the adoption of 508 requirements being adopted, DIR will be modifying the TAC rules to synchronize with it.
 - ii) Given this coming change, all Texas agencies and institutions of higher education have begun using or specifying WCAG 2.0 AA guidelines for the design of new websites or web applications. The rationale is twofold:
 - (1) It could be technically difficult and expensive to bring these websites/applications to WCAG 2.0 AA later.
 - (2) WG 2.0 AA is a superior, more flexible standard and is in use all over the world. If a website is compliant with WCAG 2.0 AA, it will, by default comply with our current TAC rules on EIR Accessibility.
 - iii) Web development Contractors should already be familiar with designing to this standard, and their ability to meet these standards should be a strong consideration in the selection process. The free online resources listed below are available to assist developers and content producers in transitioning to these guidelines.
 - iv) [WCAG 2.0 at a glance](#)
 - v) [IBM Developer Guidelines Web Checklist](#)
 - vi) [Webaim.org Accessibility Checklist](#)
 - vii) Contractor must employ real users with disabilities for manual testing. Contract is required to provide a report that will include the results of auto-testing, screen-by-screen assessments, pass/fail status for each of the identified compliance standards to be met and recommendations for how to repair the screens/pages that do not meet the standards. Remediation recommendations shall be provided to the code level. The report should include documentation of the experience of real users with disabilities and may recommend techniques for improving the usable accessibility of the application. Awarded Vendor shall validate, by title, if all accessibility requirements have been met.
 - viii) All websites must follow Federal 508 accessibility requirements and Web Content Accessibility Guidelines (WCAG) 2.0 AA standards and be tested for accessibility before acceptance by TEA. For sites developed outside of TEA, the Contractor must contract with a third party with expertise and a proven track record in accessibility testing. The third party must evaluate the site and produce a report that verifies the site is compliant to (WCAG) 2.0 AA.

- 43) Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Contractor's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- 44) Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract unless specifically specified as part of the project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract. Contractor agrees that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information to TEA within thirty (30) days of project completion. An authorized officer of the company must certify that ALL records have either been properly destroyed or returned to the Agency in order to close out the Contract.
- 45) Proprietary; Confidential Information; Nondisclosure; Press Releases:** All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Contractor in connection with a contract resulting from this RFP ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Contractor without the prior written consent of the TEA, which consent must specifically identify the Confidential Information to be disclosed by Contractor and the nature of the disclosure for which consent is sought. Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims and damages that arise from the disclosure by Contractor or its Contractors of information held by the State of Texas.
- i) Except when defined as part of the Work under this Contract, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TEA.
- 46) Independent Contractor:** Contractor shall serve as an independent Contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.
- 47) Contractor Performance:** All state agencies must report unsatisfactory Contractor performance on purchases over \$25,000. Contractors who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. A Contractor's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Contractor's may fail this selection criterion for any of the following conditions: A score of less than 90% in the Contractor Performance System, currently under a Corrective Action Plan, having repeated negative Contractor performance reports for the same reason, having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). TEA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Contractor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TEA may examine other sources of Contractor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in non-award to the Contractor.
- i) Agencies report satisfactory and exceptional Contractor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, Contractor performance may be used as a factor in future contract award. Contractor performance information is located on the CPA website at http://www.cpa.state.tx.us/procurement/prog/vendor_performance/.
- 48) Termination:** This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the Contract terms and conditions.
- (1) **Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.
 - (2) **Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the

Contract, TEA may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

- (a) TEA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies the Contractor in writing prior to the exercise of such remedy.
 - (b) The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TEA with respect to the enforcement of any of the remedies listed herein.
- (3) **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.
- (4) **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.
- (5) **Survival of Terms:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
- (a) **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Contractor, the Outgoing Contractor shall hand-over to the New Contractor all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Contractor will begin shipping, transmitting or providing access to all appropriate materials and data to the New Contractor within 10 days of announcement of award at the New Contractor's expense for data processing and production, packing and shipping. The Outgoing Contractor will be responsible for providing the services identified in the Contract until all records have been completely transferred to the New Contractor. The Outgoing Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract Transition.
 - (b) The Outgoing Contractor shall submit to TEA requested reports and data. TEA will not release the final invoice until all materials are returned to TEA or their designee. The TEA Project Manager shall approve the Transition Plan prior to its implementation. The Transition Plan must minimize the impacts on continuity of operations and maintain communication with the TEA Project Manager and the New Contractor.
- 49) Amendments:** All Amendments to this Contract will be in a manner as prescribed by the Agency Contracting Process and are, subject to Paragraph B of the Terms and Conditions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form. All Amendments will be initiated by the TEA Contracts staff. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the Amendment document whichever is first.
- i) If the initial major contract (defined as expected value of \$10M or more) solicitation document submitted to the CPA Contract Advisory Team (CAT) changes substantially, agencies are required to resubmit their solicitation documents(s) for CAT review. Changes in the major contract solicitation are considered substantial when: 1) the solicitation change caused the estimated value for the original term of the contract, not including renewal periods, to increase by 20% or more; 2) or there are significant revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, performance measures, payment methodology, etc.
- (1) The Contractor is permitted to re-budget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without the issuance of a written Amendment as long as the total budget amount does not change. However, a revised budget document must be preapproved by the TEA Project Manager before the making the changes. Once approved,

the documents must be submitted to the Contracts office for incorporation into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.

- (2) Written Amendments are required for the following Contract changes:
 - (a) Any revision which would result in the need for additional funding
 - (b) Any revision to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval) additionally increases of 20% or more for Major Contracts must be approved by the Comptroller
 - (c) A request to extend the period of the Contract
 - (d) Cumulative transfers among direct cost categories which exceed or are expected to exceed 20% of the current total approved budget category
 - (e) Any reduction of funds or reduction in the scope of work
 - (f) Whenever a line item within a class/object code is added
 - (g) An increase in the quantity of capital outlay item(s) requested
 - (h) An increase or decrease in the number of positions charged to Contract
- ii) All Amendments must be signed by both parties.

50) Payment: Payment for goods or services purchased with appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an Agency must be transmitted electronically to the Contractor no later than 30 days after the later of the following:

- (1) Day on which the Agency received the goods
- (2) Date the performance of the service under the contract is completed
- (3) Day on which the Agency received the complete and correct invoice for goods or services
- ii) Invoices must be submitted to TEAAccountsPayable@tea.texas.gov, the TEA Project Manager and when applicable the designated Contract Manager. Additional information and a Direct Deposit Authorization application may be found at: <https://fm.xcpa.state.tx.us/fm/payment/index.php>.
 - (1) Payment for service(s) described in this Contract is contingent upon satisfactory completion of the **Deliverables and Services Review and Acceptance Process**. The Contractor must submit final deliverables to TEA for review and approval prior to invoicing. These include test items developed under the contract. "Final" deliverable means a deliverable that, in the belief and testimony of the Contractor, is in final completed form and in compliance with all required specifications as defined by project documentation and this Contract. TEA will review each deliverable, including test items, submitted by the Contractor for quality and alignment to the deliverable definition agreed to under the "Deliverables and Services Definition Process". TEA will have fifteen (15) working days to approve a deliverable or request revisions to the deliverable. TEA must review and approve any deliverable before it may be invoiced by the Contractor. If TEA finds a submitted deliverable to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", the Contractor will have ten (10) working days to address the quality or other compliance requirement and resubmit the deliverable. Additional costs incurred by the Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by the Contractor and not charged against the Contract or to TEA. This process will apply to all deliverables and requirements of the Contract, including test items developed. This does not preclude an arrangement that allows the Contractor to bill against a deliverable as progress is made toward completing that deliverable, so long as documentation of such progress in a form and nature satisfactory to TEA is provided and is approved by TEA. It is up to the Contractor to request incremental billing based on progress towards a deliverable, and such a request must be approved by TEA prior to submission of any invoice by the Contractor. TEA reserves the right to reject and not provide payment for deliverables found to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", including test items developed under the Contract. The Contractor is strongly encouraged to collaborate with TEA on draft versions of any deliverables or services and request review(s) of such draft versions before submitting a final version.
 - (2) Retainage: TEA may withhold 5% or less of each payment as retainage for certain projects. Retainage fees shall be documented in the Contract and may not be arbitrarily imposed after execution of the Contract. The release of retainage may be requested in the final invoice.
 - (3) Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts

Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within forty-five days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.

- (4) An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of the TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- (5) Contractor who is indebted or owes delinquent taxes to the State will have any payments under the Contract applied toward the debt or delinquent taxes owed the State until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

iii) Contractor may verify their account status by accessing the Comptroller's website at https://fmx.cpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted

51) Prohibition of text messaging and emailing while driving during official federal grant business: Contractors and their staff, subcontractors, consultants etc. are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately owned vehicle during official business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," effective October 1, 2009.

52) Insurance: Contractor represents and warrants that it will, within five (5) business days of being requested by the TEA, provide TEA with current certificates of insurance or other proof acceptable to TEA of the following insurance coverage:

- i) Workers Compensation & Employers Liability: Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.
- ii) Workers Compensation: Statutory Limits
- iii) Employers Liability: Each Accident \$1,000,000
- iv) Disease- Each Employee \$1,000,000
- v) Disease-Policy Limit \$1,000,000
- vi) This state of Texas website (Coverage starts with 406 of the Labor code) addresses what Texas requires may be found at <http://www.tdi.texas.gov/wc/act/index.html>
- vii) Commercial General Liability: Occurrence based:
- viii) Bodily Injury and Property Damage
- ix) Each occurrence limit: \$1,000,000;
- x) Aggregate limit: \$2,000,000;
- xi) Medical Expense each person: \$5,000;
- xii) Personal Injury and Advertising Liability: \$1,000,000;
- xiii) Products /Completed Operations Aggregate Limit: \$2,000,000; and
- xiv) Damage to Premises Rented to You: \$50,000
- xv) Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from A.M. Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TEA. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide TEA with an executed copy of the policies immediately upon request.

53) Force Majeure: Neither Contractor nor Texas Education Agency shall be liable to the other for any delay in, nor failure of performance, of any requirement included in any Contract resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the

reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

54) Drug Free Workplace Policy: The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place requirements under the Code of Federal Regulations incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments or revisions that may hereafter be issued.

55) Abandonment or Default: If the Contractor defaults on the Contract, TEA reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Contractor. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Agency based on the seriousness of the default.

- i) The Texas Government Code and Family Code sites referenced in this document may be viewed at <http://www.statutes.legis.state.tx.us/>
- ii) The Texas Administrative Code site referenced in this document may be viewed at [http://texreg.sos.state.tx.us/public/readtac\\$ext.viewtac](http://texreg.sos.state.tx.us/public/readtac$ext.viewtac)
- iii) Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

56) PROPOSER'S FINANCIAL RESPONSIBILITY:

All private sector companies, individuals, or non-profit organizations may be required to submit prior to award indicators of financial stability. For example:

- a. Private companies may be asked to submit their most recent audited financial statement or a certified public accountant-compiled financial report;
- b. Nonprofits may be asked to submit an audited financial statement, a certified public accountant-compiled financial report, or similar document; and
- c. Individuals may be asked to submit those documents which depict their financial stability, such as an audited proprietorship financial statement, statement from a certified public accountant or banker, or a statement from contractors or suppliers.

Nonprofit organizations may also be required to submit proof of nonprofit status. A proposer may show that it is a nonprofit organization by any of the following means:

- i. A copy of a letter from the Internal Revenue Service recognizing that contributions to the organization are tax deductible under Section 501(c)(3) of the Internal Revenue Code;
- ii. A statement from a state taxing body or the state attorney general certifying that the organization is a nonprofit organization operating within the state and that no part of its net earnings may lawfully benefit any private shareholder or individual;
- iii. A certified copy of the proposer's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the proposer; or
- iv. Any item described above if that item applies to a state or national parent organization, together with a statement by the parent organization that it is a local nonprofit affiliate.

Failure to meet this condition, if requested, shall result in a non-award. TEA will commence negotiations with the next high point proposer.

55) AFFIRMATIONS:

Respondent has read, understands, and agrees to be bound to the terms and conditions stated in the RFO if a contract is awarded to Respondent pursuant to this RFO. By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFO are current, complete and accurate.

Respondent has not given, offered to give, not 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.

Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Respondent understands if they are awarded a contract that it will utilize and continue to utilize, for the term of the contract, the U.S. Department of Homeland Security's E-Verify system to determine eligibility of 1. All persons employed to perform duties within Texas, during the term of the Contract and 2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America. Contractor shall provide, upon request of the TEA an electronic or hardcopy screen shot of the confirmation number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005 or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

Respondent certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If Section 669.003 applies, Respondent will complete the following information in order for the response to be evaluated.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Respondent: _____ Date of Employment with Respondent: _____

Pursuant to Texas Government code, Title 10, Subtitle D, Section 2155.004(a), the Respondent has not received compensation for participation in the preparation of specifications for this solicitation.

Respondent shall provide to TEA, Respondent's nine (9) digit Federal Employer's Identification Number (FEI#) or Social Security Number (SSN) if Respondent is an individual, or Respondent's fourteen (14) Digit State of Texas Payee Identification Number (TIN). If Respondent is incorporated, Respondent shall also provide to TEA the corporation's charter number issued by the Texas Secretary of State's office. Information provided by the Respondent will be verified by TEA.

Contractor's FEI# _____

Contractor's TIN _____

Contractor's charter # _____

TEA has a policy of being a smoke-free agency. The policy reflects our commitment to providing a healthy environment for all our employees and visitors. This policy prohibits smoking within any state building or on the grounds. Respondent, by acceptance of this contract, agrees to abide by this policy when on the property of TEA.

The undersigned is an authorized official for the Respondent and certifies that the proposal submitted with this "Execution of Offer, Contract Terms and Conditions Affirmation and Proposal Preferences" instrument is in full compliance with the provisions expressly stated above. I further certify that the response submitted with this instrument is allowed to claim any of the Chapter 2155 Texas Government Code preferences checked below:

PROPOSAL PREFERENCES

The Respondent, if selected as the Awarded Contractor, will be required to purchase products and materials produced in this state when they are available at a price and time comparable to products and materials produced outside of Texas (TX Govt. Code § 2155.4441).

Check below if claiming preference included in Chapter 2155 of the Texas Government Code and in Rule 1 TAC 113.8

<input type="checkbox"/>	§ 2155.441	Products of persons with mental or physical disabilities
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<input type="checkbox"/>	§ 2155.442	Energy efficient products
<input type="checkbox"/>	§ 2155.443	Rubberized asphalt paving material
<input type="checkbox"/>	§ 2155.444	Texas produced supplies, materials, or equipment; or USA supplies, materials, or equipment over foreign products
<input type="checkbox"/>	Rule 1 TAC	Services offered by a Texas bidder
<input type="checkbox"/>	§ 2155.444	Texas agriculture products
<input type="checkbox"/>	§ 2155.445	Recycled, remanufactured, or environmentally sensitive products made of recycled materials
<input type="checkbox"/>	§ 2155.446	Paper containing recycled fibers
<input type="checkbox"/>	§ 2155.447	Recycled motor oil and lubricants
<input type="checkbox"/>	§ 2155.449	Products produced in facilities on rehabilitated property as certified by section 361.609 of the Texas Health and Safety Code
<input type="checkbox"/>	§ 2155.449	Products and services from economically depressed or blighted areas
<input type="checkbox"/>	§ 2155.449	Products and services from Historically Underutilized Business or small business pursuant to the goals and objectives stated in chapter 2161 of the Texas Government Code
<input type="checkbox"/>	HB 3560	Goods produced or offered by service-disabled veterans.
<input type="checkbox"/>	HB 3560	Preference to manufacture that has recycle program for computer equipment.
<input type="checkbox"/>	HB 3560	Preference to Contractors providing foods of higher nutritional value.

In compliance with this RFO, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted in the response. When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder Under TAC Title 34, Part 1, Chapter 20.

RESPONDENT/COMPANY NAME:
.....
STREET ADDRESS:
.....
CITY/STATE/ZIP:
.....
TELEPHONE #:
.....
FACSIMILE #:
.....
EMAIL ADDRESS:
.....
NAME OF RESPONDENT'S AUTHORIZED AGENT:
.....
TITLE OF RESPONDENT'S AUTHORIZED AGENT:
.....
SIGNATURE OF AUTHORIZED AGENT:
.....

THIS ATTACHMENT "B" MUST BE SIGNED AND RETURNED WITH YOUR RESPONSE

ATTACHMENT C
HUB Subcontracting Plan

The above attachment is included in the RFO package as separate documents.

ATTACHMENT D
Suggested Format for Cover Page

PROJECT PROPOSAL

Submitted to
Purchasing & Contracts

For

Information Technology Services Division
Texas Education Agency
RFO No.: 701-16-042

Title of Proposed Project:	End User Computing Seat Management
Respondent Organization:	(Name and address of organization submitting response. Include zip code)
Identification Number:	(Respondent organization's Federal Employer's Identification Number or SSN if an individual. If respondent organization is a corporation or if individual is incorporated, the respondent must also enter the charter number of respondent organization or individual.)
Response Developed By:	(Name, position, and telephone number of person responsible for development of response.)
Project Administrator:	(Name, position, and telephone number of person to be in charge of proposed project.)
Response Transmitted By:	(Name, position, and telephone number of official committing the respondent organization to the proposed project.)
Contracting Officer:	(Name, position, and telephone number of official with authority to negotiate contracts for respondent's organization.)
Duration of Project:	September 1, 2016 to August 31, 2017
Total Budget for Proposed Project:	(Total of projected expenditures listed in budget section.)
Contains Proprietary Information:	<input type="checkbox"/> Check here if the material submitted contains proprietary information.
Date Submitted:	(Date Respondent submitted the response to TEA.)

ATTACHMENT E – TEA Inventory and Lease Schedule
ATTACHMENT F – Hardware Configurations
ATTACHMENT G – Support Requests
ATTACHMENT H – Software
ATTACHMENT I – Pricing Spreadsheet

The above attachments are included in the RFO package as separate documents.

Addendum No. 1

RFO #701-16-042

End User Computing Seat Management

Dated- May 9, 2016, Monday

See changes to:

Page 27, 12.4 Tentative Sequence of Events/Critical Dates:

Proposed changes below highlighted in yellow:

Date	Event
No later than Monday, May 2, 2016	Publication of Request for Offer in the Electronic State Business Daily (ESBD) at Distribution of RFO http://esbd.cpa.state.tx.us/
Wednesday, May 11, 2016	Notice of intent to submit a proposal is due to the TEA Purchasing and Contracts Division – See Attachment A
Monday, May 16, 2016	Bidder's Conference, WBT 1-111 1:30 P.M.
Friday, May 20, 2016	Last day to submit questions to TEA, no later than 10:00 A.M.
Tuesday, May 24, 2016	Publication of Questions and Answers
Wednesday, June 1, 2016	Response is due in the TEA PCAS Division by 2:00 P.M., Central Time Zone
June 2, 2016 - July 15, 2016	Evaluation and Negotiations Process
June 21, 2016 – June 22, 2016	Oral presentations and due diligence, if requested by TEA
August 1, 2016 – August 31, 2016	Transition Period
Thursday, September 1, 2016	Commencement of support Services

Addendum No. 3

RFO # 701-16-042

End User Computing Seat Management

Dated - May 13, 2016

Vendor Questions and Responses

Q1. Is the option available in the current TEA leases to “be assumable and assignable to TEA and/or subsequent Seat Management contractor”?

Response: No, the current leases are not assumable and assignable.

Q2. Please clarify items 10/11 and 14/15.
Are those 188 and 100 laptops with 188 and 100 docking stations?
OR are those 188 and 100 laptops plus another 188 and 100 laptops with docking?

Response: Attachment E item 10 represents 188 laptops and item 11 are the docking stations for those 188 laptops. Item 14 represents 100 laptops and item 15 are the docking stations for those 100 laptops.

Q3. Attachment E - Can TEA provide the list of operating system(s)/versions on the current laptops, desktops and Macs?

Response: Existing laptops and desktops have Windows 7 Professional 32bit or 64 bit installed. Existing iMacs have Snow Leopard through Yosemite installed.

Q4. Attachment F - What operating system(s)/versions does TEA plan to install on the new laptops, desktops, Thin Client and Macs?

Response: Operating system on new systems depends on the refresh schedule. It is anticipated that TEA will remain on Windows 7 Professional for 2 additional years, and then migrate to Windows 10 on all desktops, laptops, and thin client. The server software for the thin client environment will migrate to Windows Server 2012. All new iMacs will be refreshed with the latest version of the operating system available at the time of refresh.

Q5. Attachment F - Is there a requirement on the laptop for display size?

Response: The display size must be greater than or equal to 14 inches.

Q6. Attachment F - Regarding the docking stations, how many monitors do you expect to be supported at the same time?

Response: Two monitors connected to one docking station.

Q7. Attachment H - Are vendors to install the software only or is deskside support expected for some or all products?

Response: As described in SR-04,
"Contractor shall provide day-to-day on-site technical assistance, to include, but not limited to: Assisting with complex problem identification, resolving complex issues, installation of hardware and software, troubleshooting of hardware and software, relocation of equipment, equipment modifications or upgrades, installation/de-installation, packing/unpacking of equipment, swaps/replacement of equipment."

Q8. 5.4 pg. 9 - RFO document states "Support services shall be provided for software, including the Equipment base image configuration, and common off-the-shelf (COTS) software.." what COTS software is considered by TEA to be common? Is it anything beyond what is listed in Attachment F to the RFO?

Response: Attachment F includes the COTS software currently in use by TEA. This list may change as TEA business requirements change.

Q9. 5.7 pg. 13 - RFO document states "Installation of Equipment will be scheduled with the user. If the Equipment replaces an existing computer, Contractor will ensure that all software is installed and data transferred to the new Equipment." Who is responsible for backup of data on existing computers that are being replaced?

Response: As stated in DI-04,
If replacing an existing machine, Contractor shall save data from the user's old machine to a TEA provided server and restore the data to the newly installed Equipment.

Q10. 5.12 pg. 18 - RFO document states various Service Level Requirements-what are the penalties or credits if missed?

Response: Disregard the previous Attachment B Execution of Offer, Contract Terms and Conditions, and refer to the new Attachment B Execution of Offer Contract Terms and Conditions, Affirmation and Proposal Preferences (attached).

Contractor performance management will be in accordance with new terms Attachment B Contract Terms and Conditions, Affirmations and Proposal Preferences (attached) Refer to Section J Time Delays; Suspension; Sanctions for Failure to Perform; Noncompliance and Section Y Compliance with Laws

Q11. 9.3 pg. 23 - RFO document states: "Responses must be written entirely on 8 ½" × 11" white paper and must be limited to 50 pages, not including appendices and attachments. Responses shall be stapled in the top left corner or, if bound, may be bound in no more than a 3-ring binder. Responses shall include a "Table of Contents" and give page numbers for each part of the qualifications. Number all pages of the offer sequentially using Arabic numerals (1, 2, 3, etc.). Separate and identify each criterion response of this RFO by use of a divider sheet with an integral tab for ready reference..." and Ref. §9.4 @ pg. 23 of the RFO states: "Responses shall include a cover page that clearly states the name of the firm or organization and the name, position, and telephone number of the Respondent's project administrator whom TEA may contact

regarding the response. “ Is the Table of Contents counted in determining the 50 page limit? Are the required divider sheets counted in determining the 50 page limit? Is the required cover page counted in determining the 50 page limit?

Response: The cover page, Table of Contents, and divider pages are not counted in the 50 page limit.

Q12. 12.8 pg. 29 - Within each evaluation category listed in the Table at the top of page 29 of the RFO, are the bulleted subcategories listed in descending order of importance/significance?

Response: The bulleted subcategories on page 29 are not listed in any particular order.

Q13. Attachment B - Will the Contract Terms in Attachment B to the RFO be mutually negotiated and agreed prior to award?

Response: Respondent must explicitly state any exception to any requirement of the RFO, including terms and conditions stated in Attachment B.
As stated in Section 5 of the RFO, respondents shall indicate agreement or disagreement, including any exceptions to the requirement. Respondent shall be explicit about any exception stated, as this information will be utilized in the evaluation process, and cannot be changed during the negotiation process. Any response that indicates that it will be discussed further during negotiations will be evaluated as non-responsive.
In accordance with Attachment B, Section Affirmations, Proposal has read, understands agrees to be bound to the terms and conditions stated in the RFO if a contract is awarded to the Proposer pursuant to this RFO.
Disregard the original Attachment B Execution of Offer, Contract Terms and Conditions and refer to the new Attachment B Contract Terms and Conditions, Affirmations and Proposal Preferences.

Q14. Attachment B - What if anything will need to be procured from DIR cooperative vendor agreements by the awardee/service provider during the Term of the Contract awarded by TEA under the RFO?

Response: There is no requirement for the awardee/service provider to procure from a DIR cooperative vendor during the Term of the Contract to awarded by TEA.

Q15. Pg. 1 Ref Face Page of RFO which states: “WITHOUT EXCEPTION - RESPONSE MUST BE TIME AND DATE STAMPED BY THE TEA PURCHASING & CONTRACTS BEFORE: Wednesday, 06/01/2016 - 2:00 PM, Central Time” and Ref. §12.1 @ pg. 26 of the RFO document states: “WITHOUT EXCEPTION – RESPONSE MUST BE TIME AND DATE STAMPED BY TEA PURCHASING, CONTRACTS AND AGENCY SERVICES DIVISION BEFORE: Wednesday, June 1, 2016, 2:00 P.M. CT” but then also states “Regardless of the method of submitting the response—United States Postal Service (USPS), United Parcel Service, Federal Express or any other delivery service—the response must be received in TEA’s PCAS Division by 3:00 P.M. CT on or before the closing date in order to be considered.” Also ref Ref. §12.2 @ pg. 26 which also states: “TEA PCAS Division must receive the required number of copies of the response by 3:00 P.M. on the established deadline

date.” And Ref. §12.1 @ pg. 26 which states in the Table: “Response is due in the TEA PCAS Division by 2:00 P.M., Central Time Zone” on Wednesday, June 1, 2016-at one time on June 1, 2016 are bidders’ proposal responses due to TEA to be considered for award?

Response: Addendum No. 2 corrected the Response Due date. The correct date and time is June 1, 2016 – 2:00 PM Central Time.

Q16. Ref Attachment B/Item 2 @ pg 31 states: “In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor.” but Item (1) under §48 @ pg. states: “Termination for Convenience: TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.” - These 2 provisions appear in conflict...what is the minimum amount of notice TEA will provide the service provider prior to effective date of termination?

Response: Disregard original Attachment B Execution of Offer, Contract Terms and Conditions. Refer to Section SS Termination for termination clause in the new version of Attachment B. Contract Terms and Conditions, Affirmation and Proposal Preferences.

Q17. Will the service agreement(s) awarded under the RFO be federally funded?

Response: The service agreement(s) when awarded will be funded both federal and state

Q18. Ref Attachment B/Section 10 @ pg 34 States: “If this Contract is suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible. TEA shall not be required to pay any standby hourly rates during a suspension of Work, if TEA suspends performance of the Work because the Work is defective, or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to provide required insurance coverage, or fails to furnish or perform the Work in such a way that the completed Work will conform to this Contract.” – will TEA pay standby hourly rates if TEA suspends services for other than fault of the service provider?

Response: Please refer to the new Attachment B Contract Terms and Conditions, Affirmation and Proposal Preferences, Section J Time Delays; Suspension; Sanctions for Failure to Perform; Noncompliance: Suspension If this contract is suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this contract prior to suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible. *TEA shall not be* required to pay any standby hourly rates during a suspension of Work, if TEA suspends performance of the Work because the Work is defective, or Contractor fails to supply sufficiently skilled workers or

suitable materials or equipment, or fails to provide required insurance coverage, or fails to furnish or perform the Work in such a way that the completed Work will conform to this contract.

Q19. Section 5.1 Hardware Acquisition Requirements: HS AR-05 - Contractor will deliver all Equipment to the William B. Travis Building, 1701 N. Congress Ave, Room G-101C, Austin, Texas 78701. Contractor may ship and receive Equipment directly to this location, if desired. Since all equipment must be delivered to this location, will the contractor be responsible for moving equipment that will be deployed in TEA's two other locations: Moody Tower, 400 West 15th Street, Austin, TX 78701 and Texas Council on Developmental Disabilities, 3601 Oltorf St., Suite 600, Austin, TX 78741?

Response: Support Services Contractor will be responsible to move equipment to the TEA locations at Moody Tower and Texas Council on Developmental Disabilities when deployed to the user.

Q20. HS AR-09 - Invoicing of equipment shall begin upon the TEA acceptance of successful installation of the Equipment. Are the units that are in the "vacant equipment pool" exempt from this requirement as they will not be installed until onboarding of new staff is required? Will the units be deployed in a timely manner after delivery or will there be delays in deployment activity?

Response: For equipment that is in the "vacant equipment pool", Hardware services may be invoiced, however Software Support Services may not be invoiced until the unit is deployed to staff.

Q21. Section 5.4 Service Desk, On-site Support, and Software Support Requirements SS SR-07 - Outages considered to be a Severity 1 level (highly critical) will result in technician being contacted immediately for service. Since Service and Coverage hours are from 7:00 a.m. to 6:00 p.m. Central Time zone, Monday through Friday, excluding State Holidays, is this requirement only during the aforementioned Service and Coverage timeframe?

Response: Yes.

Q22. SS SR-09 - Respondent shall describe its support plan, including integration with the TEA Helpdesk system, the assistance for "how-to" requests, and the number of proposed on-site staff to support the anticipated volume of requests. (Refer to Attachment G: Support Requests.) If proposing any remote desktop support, include the tool, types of requests, and security measures employed. Can TEA provide the current list of "how to" requests and answers being provided by the current contractor's help desk?

Response: TEA does not currently have this information.

Q23. Section 5.6 Security Management Requirements - SS SM-03 When TEA detects a security event, TEA will enter a Severity 1 incident. Contractor shall remove the machine from the TEA network within 30 minutes and re-image the machine within 3 business hours.

Since Service and Coverage hours are from 7:00 a.m. to 6:00 p.m. Central Time zone, Monday through Friday, excluding State Holidays, is this requirement only during the aforementioned Service and Coverage timeframe?

Response: Yes.

Q24. 12.4 Tentative Sequence of Events/Critical Dates – Can the TEA provide a revised date/schedule for prebidders?

Response: Addendum No. 1 corrected section 12.4 Tentative Sequence of Events/Critical Dates

Q25. Pricing pg. 20 - All prices must be all inclusive, and include the DIR fee and all applicable taxes. Is the estimated value of this contract over \$1M for the Seat Management Hardware Services (HS) ? If yes, is the bidder required to have a DIR contract?

Response: The estimated value of this contract is over \$1M for the Seat Management Hardware Services (HS) and Seat Management Support Services (SS). The bidder is not required to have a DIR contract

Q26. Pricing pg. 20 - All prices must be all inclusive, and include the DIR fee and all applicable taxes. Is the estimated value of this contract over \$1M for the Seat Management Support Services (SS)? If yes, is the bidder required to have a DIR contract?

Response: The estimated value of this contract is over \$1M for the Seat Management Hardware Services (HS) and Seat Management Support Services (SS). The bidder is not required to have a DIR contract

Q27. Pricing pg. 20 - All prices must be all inclusive, and include the DIR fee and all applicable taxes. Is the estimated value of this contract over \$1M for a vendor submitting both portions Seat Management Hardware Services (HS) and Seat Management Support Services (SS)? If yes, is the bidder required to have a DIR contract?

Response: The estimated value of this contract is over \$1M for the Seat Management Hardware Services (HS) and Seat Management Support Services (SS). The bidder is not required to have a DIR contract.

Q28. Pricing pg. 20 - All prices must be all inclusive, and include the DIR fee and all applicable taxes. If a vendor is bidding both parts Seat Management Hardware Services (HS) and Seat Management Support Services (SS) is a DIR contract required if the total solution is over 1M? If no, should a DIR fee included in pricing since it is higher than \$1M since SB 20 requires state agencies to issue a procurement for any IT purchases greater than \$1 million.

Response: If a vendor is bidding both parts Seat Management Hardware Services (HS) and Seat Management Support Services (SS) there is no requirement for a vendor to have a DIR contract. As indicated in Section 8 Pricing first paragraph "Contractor is responsible for all costs directly, or indirectly, related to the preparation of this solicitation or any

oral presentation that may be required by TEA to supplement or clarify a proposal.”

Additional Revisions to RFO # 701-16-042 End User Seat Management

- A. Addendum No. 1 RFO # 701-16-042 Package 8 listed at http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=124245 states**
 "Proposed changes below highlighted in yellow"
 Revision highlighted in yellow should read "Revised changes below highlighted in yellow"

B. Page 7 HS AR-04 currently states:

Page 7 of the End User Seat Management reads.

Service	Item #	Requirement	Agree/Disagree
HS	AR-04	Regardless of Contractor's acquisition method for Equipment, the terms must include provisions for TEA and/or subsequent Seat Management contractor to assume the payments at termination of any Contract awarded under this RFO.	

Highlighted in yellow below is the revised statement:

Service	Item #	Requirement	Agree/Disagree
HS	AR-04	Regardless of Contractor's acquisition method for Equipment, the terms must include provisions for TEA and/or subsequent Seat Management contractor to assume the payments at termination of any Contract awarded under this RFO. TEA reserves the right to inspect any lease agreement executed by Contractor in support of this statement of work.	

C. Page 27, 12.4 Tentative Sequence of Events/Critical Dates:

Revised changes below highlighted in yellow:

Date	Event
May 2, 2016	Publication of Request for Offer in the Electronic State Business Daily (ESBD) at Distribution of RFO http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=124245
Wednesday, May 11, 2016	Notice of intent to submit a proposal is due to the TEA Purchasing and Contracts Division – See Attachment A
Monday, May 16, 2016	Bidder’s Conference, WBT 1-111 1:30 P.M. at 1701 N Congress Ave, Austin, TX 78701-1494
Friday, May 20, 2016	Last day to submit questions to TEA, no later than 10:00 A.M.
Tuesday, May 24, 2016	Publication of Questions and Answers in the Electronic State Business Daily at http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=124245
Wednesday, June 1, 2016	Response is due in the TEA PCAS Division by 2:00 P.M., Central Time Zone
June 2, 2016 - July 15, 2016	Evaluation and Negotiations Process
June 21, 2016 – June 22, 2016	Oral presentations and due diligence, if requested by TEA
August 1, 2016 – August 31, 2016	Transition Period
Thursday, September 1, 2016	Commencement of support Services

D. Page 29 Addition of following sections:

- Section 12.9 Historically Underutilized Business (HUB),**
- Section 12.10 Definition of a Historically Underutilized Business (HUB),**
- Section 12.11 Conflict Of Interest,**
- Section 12.12 Certificate Of Interested Parties (Form 1295):**

Section 12.9 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

It is the policy of the TEA to promote and encourage contracting and subcontracting opportunities for HUBs in all contracts. Accordingly, TEA has adopted the Policy on Utilization of HUBs. If the TEA determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (HSP) is a required element of the Proposal.

Statement of Probability – TEA has determined that subcontracting opportunities are probable in connection with this procurement. Therefore, ALL proposers must submit the HSP as a part of the response. The proposer shall develop and administer the HSP as a part of the proposer’s proposal in accordance with the TEA Policy on Utilization of HUB and state law. Proposer must make a good faith effort and solicit a minimum of three Texas certified historically underutilized businesses from the state’s Centralized Master Bidders List (CMBL)/HUB Directory for work that they cannot complete with

their own staff and resources. Proposers must also notify minority or women trade organizations or development centers of subcontracting opportunities. Additional requirements are listed in the HSP (Attachment C).

All Proposers are required to submit a HUB Subcontracting Plan (HSP) for this RFP.

1. If the Proposer is a HUB, a HSP is still required in order to identify the percentage of the work to be performed by subcontractors.
2. If the Proposer (HUB or non-HUB) is not subcontracting any portion of the work, the Self Performance portion of the HSP must be completed and returned with the proposal response.

The HUB Subcontracting goal for this procurement is **26.0%** minority, woman-owned and/or veteran service disabled owned business participation. In the event proposals have equal scores, the proposal with the highest percentage of HUB subcontracting will be awarded the contract.

The HSP will be incorporated into the contract between the TEA and the selected Proposer. Contractors are encouraged to collaborate with TEA to develop mentor protégé opportunities. Under TAC Title 34, §20.14, a proposer's participation in a Mentor Protégé Program under TGC §2161.065, and the submission of a protégé as a subcontractor in the HUB subcontracting plan constitutes a good faith effort for the particular area to be subcontracted with the protégé.

Proposals that are required to submit a HSP and fail to submit the HSP will be rejected for non-compliance with the advertised contract specifications.

The Contractor awarded the contract will be responsible for maintaining business records documenting compliance with HUB Program requirements. The selected Proposer shall submit a Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment. The selected Contractor shall also report all 2nd and 3rd Tier subcontracting in the monthly PAR. PAR's are due no later than the 10th day of the following month. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the HUBOffice@tea.texas.gov.

How to Find Texas Certified HUBs for Subcontracting Opportunities

Use the Comptroller's Centralized Master Bidders List (CMBL) / HUB Directory (make sure to check both "HUBs on the CMBL" and "HUBs only" or use "All Contractors").

1. Open <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>
2. Search: ☉ HUBs on CMBL & HUBs only
3. Selection 1:
Class Code: #_____ [Description]

Item: #_____ [Description]

District: #_____ [Description]

(Provide several **class numbers** appropriate to the subcontracting opportunities possible under the project. [924](#) is the code for Educational Services. Depending on the subcontracting opportunity, another code may be appropriate.)

To see the items associated with any particular class, click on the Class number in the Commodity Book at: http://www.window.state.tx.us/procurement/com_book/index.html

District Number. (Texas is divided into 25 geographical districts. District **14** is specific to: Bastrop, Blanco, Burnet, Caldwell, Gillespie, Hays, Lee, Llano, Mason, **Travis**, Williamson counties.)

4. Click **Submit Search**

Proposers who are certified as a HUB with the State of Texas are encouraged to submit a proposal for the services requested in this RFP.

12.10 Definition of a Historically Underutilized Business (HUB)

- At least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American and/or American woman,
- A for-profit entity that has not exceeded the size standards prescribed by [34 TAC §20.11](#), and has its principal place of business in Texas, and
- Has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity's affairs.
- Service Disabled Veteran, as defined by 38 United States Code (U.S.C.), Section 101(2) who have a service-connected disability as defined by 38 U.S.C. Section 101(16), and have a disability rating of 20 percent or more as determined by the Department of Veterans Affairs or the Department of Defense

*Note: Veterans are not required to be United States citizens; however, they must reside in Texas.

**Note: Sole proprietorships must be 100 percent owned and controlled by an individual meeting the Criteria above. In addition, each entity within a joint venture is required to be HUB certified.

The statewide HUB Program facilitates the use of HUBs in state procurement and provides information on the state's procurement process to minority, woman-owned and service disabled veteran owned businesses.

In accordance with [34 TAC §20.13](#), each state agency shall make a good faith effort to utilize HUBs in contracts for construction, services (including professional and consulting services) and commodities purchases.

Contractors seeking certification as a HUB are required to submit a completed HUB certification application and supporting documentation to the statewide HUB Program.

Questions regarding the TEA HUB Program or the HUB Subcontracting Plan may be directed to the TEA HUB Office: HUBOffice@tea.texas.gov.

12.11 Conflict Of Interest

A proposer will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, Proposer's response to this RFP must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to the submission of a proposal from Proposer and its proposed subcontractors', possible selection as Successful Proposer, or its performance of the Contract.

As part of this disclosure requirement, each Proposer must include in its proposal all past and present contractual, business, financial or personal relationships between Proposer and TEA and between Proposer's proposed subcontractors, if any, and TEA. For purposes of

this disclosure requirement, (i) “past” is defined as within the two (2) calendar years prior to the deadline for submission of proposals in response to this RFP; (ii) TEA is defined as the statewide elected official who heads the agency as well as the agency’s employees or recent former employees; and (iii) “recent former employees” are defined as those TEA employees who have terminated agency employment within the two (2) calendar years prior to the deadline for submission of proposals in response to this RFP. For each item, Proposer must provide a detailed explanation of why Proposer does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Proposer’s submission of a proposal, possible selection as Successful Proposer or its performance of the Contract.

For purposes of this RFP, “personal relationship” is defined as a current or past connection other than a clearly contractual, business, financial, or similar relationship and includes family relationships or other connections outside simply providing a response to this RFP. For this purpose, “family relationship” means a relationship within the third degree of consanguinity or second degree of affinity (see Chapter 573 of the Texas Government Code) which defines these degrees of consanguinity and affinity.

Connections other than such family relationships fall within this definition and must be disclosed if a reasonable person could expect the connection to diminish Proposer’s independence of judgment or effectiveness in the performance of Proposer’s responsibilities to TEA or the State under the Contract. Connections also fall within this definition if a reasonable person could expect the connection, within the overall context of Proposer’s submission of a proposal, possible selection as Successful Proposer, or its performance of the Contract, to create an issue for the agency’s consideration relative to a potential appearance of impropriety or conflict of interest.

Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If Section 669.003 applies, proposer will complete the following information in order for the bid to be evaluated:

Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Bidder; and Date of Employment with Bidder.

If the circumstances certified by Proposer change or additional information are obtained subsequent to submission of proposals, by submitting a response Proposer agrees that it is under a continuing duty to supplement its response under this provision and that the duty to disclosure of any conflicts of interest is an ongoing obligation throughout the term of the contract. Proposer shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation.

12.12 Certificate Of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed

contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Starting on January 1, 2016, the commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

- E. Page 48 Attachment D Suggested Format for Cover Page – Project Proposal Submitted to Purchasing & Contracts for Information Technology Services Texas Education Agency RFO No.: 701-16-042 is being replaced with the new Attachment D Suggested Format for Cover Page (See the following page.)**

FORMAT FOR COVER PAGE)
PROJECT PROPOSAL
Submitted to the
Texas Education Agency
Purchasing, Contracts and Agency Services Division
RFP #: 701-16-042

TITLE OF PROPOSED PROJECT: **RFO # 701-16-042 End User Computing Seat Management**

PROPOSER ORGANIZATION: Name and address of organization submitting proposal (include zip code)

PROPOSER ORGANIZATION IDENTIFICATION NUMBER: Show Proposer organization Federal Employer's Identification Number or Texas Identification Number (TINS)

PROPOSAL DEVELOPED BY: Name, position, email, and telephone number of person responsible for development of proposal

PROJECT ADMINISTRATOR: Name, position, email, and telephone number of person to be in charge of proposed project

PROPOSAL TRANSMITTED BY: Name, position, email, and telephone number of official committing the Proposer organization to the proposed project

CONTRACTING OFFICER: Name, position, email, and telephone number of official with authority to negotiate contracts for Proposer organization

DURATION OF PROJECT: Beginning and ending dates of proposed project

TOTAL BUDGET FOR PROPOSED PROJECT: Total of projected expenditures listed in budget section

CONTAINS PROPRIETARY INFORMATION: Check box if proposal being submitted contains proprietary information

ACCEPTANCE OF TERMS AND CONDITIONS: We hereby accept by the submission of the proposal the Execution of Offer, "Contract Terms and Conditions, Affirmations and Proposal Preferences"

DATE SUBMITTED: Date proposal is submitted to TEA

Addendum No. 2

RFO #701-16-042

End User Computing Seat Management

Dated- May 11, 2016, Monday

See changes highlighted in yellow. Original statements are as follows:

Page 26, 12.1 Response Submission, Date, and Time

TEA will not accept facsimile transmissions (FAX) of responses under any circumstances. Discovery of any false statement in the response is a material breach and shall void the submitted response or any resulting contracts and contractor may also be removed from all Vendor lists maintained by the State of Texas. Regardless of the method of submitting the response — United States Postal Service (USPS), United Parcel Service, Federal Express or any other delivery service—the response must be received in TEA's PCAS Division by 3:00 P.M. CT on or before the closing date in order to be considered.

Page 26, 12.2 Number of Copies of Response

C. Five Flash drives clearly marked with Respondent name containing the complete response. Paper responses must be bound in a 3-ring binder and the cover of the binders must reference "RFO #701-16-042" and include the name and address of the Respondent. TEA PCAS Division must receive the required number of copies of the response by 3:00 P.M. on the established deadline date. Failure to meet this condition shall result in disqualification of response and shall receive no further consideration. Photocopying is not available at TEA. TEA PCAS Division will not accept additions or replacements to the response after the closing date for receiving the responses.

Proposed changes below highlighted in yellow:

Page 26, 12.1 Response Submission, Date, and Time

TEA will not accept facsimile transmissions (FAX) of responses under any circumstances. Discovery of any false statement in the response is a material breach and shall void the submitted response or any resulting contracts and contractor may also be removed from all Vendor lists maintained by the State of Texas. Regardless of the method of submitting the response — United States Postal Service (USPS), United Parcel Service, Federal Express or any other delivery service—the response must be received in TEA's PCAS Division by 2:00 P.M. CT on or before the closing date in order to be considered.

Page 26, 12.2 Number of Copies of Response

C. Five Flash drives clearly marked with Respondent name containing the complete response. Paper responses must be bound in a 3-ring binder and the cover of the binders must reference "RFO #701-16-042" and include the name and address of the Respondent. TEA PCAS Division must receive the required number of copies of the response by 2:00 P.M. on the established deadline date. Failure to meet this condition shall result in disqualification of response and shall receive no further consideration. Photocopying is not available at TEA. TEA PCAS Division will not accept additions or replacements to the response after the closing date for receiving the responses.

Addendum No. 4

RFO # 701-16-042

End User Computing Seat Management

Dated - May 24, 2016

Vendor Questions and Responses

Q1. If a vendor is bidding only one part of the RFO, Seat Management Hardware Services (HS) or Seat Management Support Services (SS), is a bidder required to have a DIR contract if the total solution is less than \$ 1M?

Response: Respondents awarded a contract under this RFO are not required to have a DIR contract. Contractors are encouraged to procure items from DIR cooperative contracts, however it is not a requirement. Contractor must abide by the requirements of Attachment C, Hub Subcontracting Plan.

Q2. If a vendor is bidding only one part of the RFO, Seat Management Support Services (SS), is a bidder required to have a DIR Managed Services contract if the total solution is less than \$ 1M?

Response: Respondents awarded a contract under this RFO are not required to have a DIR contract. Contractors are encouraged to procure items from DIR cooperative contracts, however it is not a requirement. Contractor must abide by the requirements of Attachment C, Hub Subcontracting Plan.

Q3. If a vendor is bidding only one part of the RFO, Seat Management Hardware Services (HS), is a bidder required to have a DIR Hardware contract if the total solution is less than \$ 1M?

Response: Respondents awarded a contract under this RFO are not required to have a DIR contract. Contractors are encouraged to procure items from DIR cooperative contracts, however it is not a requirement. Contractor must abide by the requirements of Attachment C, Hub Subcontracting Plan.

Q4. As we have conducted the lease review on-site at TEA, the records do not indicate the amount of the lease payment now due each month on each current lease schedule, only a lump sum buyout as of 8/31/16. In order to effectively determine the end of lease fmv value being assigned to the assets on each lease, is the per lease monthly lease cost available by schedule?

Response: No. The information in the data room is all that is available to TEA.

Q5. Rather than buyout the 3 lease schedules which have already expired from the current lessor and the additional 3 lease schedules which will expire as the new

contract is awarded, is TEA prepared to replace the equipment on these leases immediately upon the new contract award, thereby negating the need to buyout these lease schedules and instead return those assets now on lease to the current lessor?

Response: TEA will consider replacement of the equipment on these leases, however it is dependent on the refresh plan proposed by both the Hardware Services Contractor and the Support Services Contractor.

Q6. Since the current leases are set up as fmv and not \$1PO (\$1 Purchase Option), the buyouts would include not only the remaining lease payments but also some “valuation” for the hardware itself. Since this buyout cost will exceed the cost of the monthly remaining rentals, to buyout and refinance the existing schedules could probably result in an increase in the current monthly cost unless the term is slightly extended so that the monthly costs can remain the same. Is TEA prepared to consider either an increase in monthly costs or extended term for the assets now on lease?

Response: TEA will consider all options. Pricing item 8.11 allows Respondent to propose alternative options.

Q7. Does the agency plan to “self-insure” the assets for casualty loss or provide property insurance coverage showing the new lessor as loss payee?

Response: TEA will self-insure the assets for casualty loss.

Q8. The lease buyout quote from the current lessor states that no software will be included in the buyout of the leases. Does this mean that TEA will lose the use of the operating systems on the equipment once the buyouts are concluded or is the current lessor going to transfer the use and ownership of the operating systems now in place to TEA?

Response: TEA intends for the operating system to convey with the systems, and will be discussing with the current Vendor.

Q9. 5.4 Service Desk, On-site Support, and Software Support Requirements: Will TEA Help Desk receive all calls and then transfer Desktop problems to the Contractor? (Contractor does not have to set up a call center).

Response: TEA will receive all requests for service in the ZenDesk Helpdesk system, and requests will be assigned to the Contractor in that system.

Q10. 5.5 Patch Management and Software Distribution: What is the current Network Topology including current bandwidth for TEA’s connections;

- between the 3 buildings (WAN) connection bandwidth?
- within each building (LAN) port speed?
- and to the DCS data centers?

Response: TEA Connections:

- 1 gb between the 3 buildings (WAN) connection bandwidth
- 1 gb within each building (LAN) port speed
- 1gb and to the DCS data centers

Q11. **PM-01:** What is included LANdesk suite application and what version is it on? Where is the LANdesk server located?

Response: The LANdesk suite includes Inventory, Security Scan and Portal Manager. Version 9.60.0.244 Service Pack 2. The server is currently located in the William B Travis building.

Q12. **DI-04:** For replacing a PC/Laptop the user's data will be saved to a TEA provided server is located where? (and is there the same place the user's data is backed up to?)

Response: Contractor may utilize portable storage or a provided TEA file server which may be located in the William B Travis building or the State Data Center. This process will not use the standard TEA backup.

Q13. **GR-17:** The TEA provided work space mention. Is this where the onsite technicians would be located for deskside support?

Response: Yes.

Q14. During the first round of the Q&A, TEA made it clear that vendors are not required to have a DIR contract to respond to this RFP. Will the TEA be striking the requirement then in the pricing section that request the DIR fee be included? *Pricing pg. 20 - All prices must be all inclusive, and include the DIR fee and all applicable taxes.* If the fee is required, what will be the appropriate fee that should be included since each DIR contract may have a different fee and/or some vendors may not have a DIR contract?

Response: If a Contractor chooses to use a DIR contract, the appropriate DIR fee for that contract must be included.

Q15. Your request calls out that we need to submit:

- 1 (one) signed original (clearly marked 'Original') of the complete response, including one signed original of the HUB Subcontracting Plan (HSP);
- 5 (five) signed copies (clearly marked 'Copy') of the complete response, including signed copies of the HUB Subcontracting Plan;

C. Five Flash drives clearly marked with Respondent name containing the complete response

Can you clarify how many copies of the separately packaged pricing response you want as well? (The Pricing Proposal (Attachment I) **MUST BE BOUND AND SUBMITTED SEPARATELY FROM THE SCOPE OF SERVICES OFFER**)

Can we provide pricing, technical, and HUB on the same flash drive?

Response: The number of hardcopy Pricing Proposals submitted should equal the number of required hardcopy responses (6). Pricing, technical, and HUB information may be included on the same flask drive.

Q16. The bid checklist clearly calls out the following format:

Response Cover Page	Attachment D
Understanding of the Project and Methodology	Sec. 10.1
Management Plan	Sec. 10.2
Scope of Work Responses	Sec. 5
HUB Subcontracting Plan	Attachment C /Sec. 10.3
Personnel Resources	Sec. 10.4
References – Past Performance	Sec. 10.5
Pricing Proposal	Sec. 11
Execution of Offer, Contract Terms and Conditions...	Attachment B

Can TEA confirm that in addition we should be including a response to section 6.0 Qualification and Experience? As well as confirm the preferred location for this section.

Response: Yes, Response to section 6.0 Qualification and Experience is required to be included in the response. The Response Checklist is revised refer to Question 29 Response.

Q17. Questions regarding Help Desk:

- Can any historical data or estimates of the number of calls the call center will receive be provided?
- Are all the agents in the call centers expected to be at the same skill level or will we need to do skills-based call routing?
- Will an IVR (Interactive Voice Response) system be required for the routing of calls or can the calls be sent to one central queue?
- The proposal has different SLAs for VIP users. Will there be a need for a separate toll-free number for those VIPs?
- Is call recording required?
- Are there any network connectivity requirements to TEA systems beyond via the Internet?

Response: As described in section 5.4 Service desk, On-site Support, and Software Support requirements, all requests to the Contractor for service will be through the TEA Helpdesk system, Zendesk. Contractor support personnel will be given access to the TEA Helpdesk system. TEA support request volume trends are included in Attachment G: Support Requests. Contractor off-site support personnel can connect to the TEA Helpdesk via the Internet. In accordance with SR-09 and SR-10, Respondent shall describe its support plan.

Q18. How many full time onsite repair technicians does the current vendor assign to TEA?

Response: There are currently 2 full time onsite repair technicians, and several partial remote technicians; however, the vendor should size their response in accordance with the scope of work of the RFO.

Q19. 5.4 pg. 9 - RFO document states "Support services shall be provided for all hardware failures, failure of common off-the-shelf (COTS) applications.." what COTS applications are considered by TEA to be common?

Response: Attachment F includes the COTS software currently in use by TEA. This list may change as TEA business requirements change.

Q20. Is the information concerning the lease buyout that TEA is making available for the RFO the complete set of lease documents including schedules that TEA signed with the lessor?

If not, please describe what information you will be making available and what information you are withholding.

Response: The information available to review by appointment with TEA Contracts is the current buyout schedule. Since the leases are not held by TEA, the lease documents are not available.

Q21. Is the pricing severable down to the line item level, or just by Hardware Services and Support Services?

Response: TEA will consider either option but the Respondent must clearly identify all line items that are not fully severable.

Q22. Will the agency consider a FMV (Fair market value) as well as a \$1PO (One Dollar purchase offer) lease agreement?

Response: AR-03 requires the Respondent to provide \$1 buy out pricing. Pricing item 8.11 allows Respondent to propose alternative options.

Q23. Are the current leases \$1PO?

Response: The current leases are FMV (Fair Market Value).

Q24. Can you clarify in the notebook specs, is a docking station should be included?

Response: Yes, a docking station should be included with the laptop, priced as a one item (see pricing item 8.3)

Q25. Can you confirm that you would like 2 years of OEM warranty on the notebooks and 3 years of OEM warranty on the desktops to match your expected lease term? Or would you like everything at 3 or 4 years of warranty? We do not have a standard warranty and can offer whatever you prefer.

Response: The OEM warranty should match the lease term.

Q26. Is TEA interested in considering accidental damage warranty on the notebooks so that standard OEM warranty would cover all drops, spills, etc. Those type of user caused damage are normally not covered under the standard OEM warranty; however, we can add accidental damage as an option.

Response: No.

Q27. On the desktop and notebook, is an integrated intel video acceptable or is the AMD Radeon card required? The integrated video can support 2+ external monitors.

Response: Yes, the integrated intel video is acceptable.

Q28. If 2 vendors are selected, which vendor is responsible for buying the lease buyout?

Response: Both, Respondents responding to the Hardware Services and Respondents responding to the Support Services must respond to Section 8 Pricing Item 8.10. Pricing Item 8.11 allows Respondent to propose alternative options. Refer to the Q29 Response for additional information that is required in the vendor response.

Q29. The bid checklist clearly calls out the following format:

Can TEA confirm that in addition we should be including a response to section 6.0 Qualification and Experience? As well as confirm the preferred location for this section.

Response: Yes, a response to Section 6.0 Qualification and Experience is required. Refer to the following page for highlighted changes to 9.5 Response Checklist for additional information that is required in the vendor response.

Page 23 Section 9.5 currently reads:

9.5 Response Checklist

This checklist is to assist Respondents in ensuring that all information is included in their response. Respondents must refer to the appropriate section of the RFO for detailed information on the following.

- Response Cover Page
 - Attachment D
- Understanding of the Project and Methodology
 - Sec. 10.1
- Management Plan
 - Sec. 10.2
- Scope of Work Responses
 - Sec. 5
- HUB Subcontracting Plan
 - Attachment C /Sec. 11.3
- Personnel Resources
 - Sec. 10.4
- References – Past Performance
 - Sec. 10.5
- Pricing Proposal
 - Sec. 11
- Execution of Offer, Contract Terms and Conditions...
 - Attachment B

Failure to return all information on the checklist may disqualify the response.

Page 23 Section 9.5 highlighted below are the revisions.

9.5 Response Checklist

This checklist is to assist Respondents in ensuring that all information is included in their response. Respondents must refer to the appropriate section of the RFO for detailed information on the following.

- | | | |
|--------------------------|--|-------------------------|
| <input type="checkbox"/> | Response Cover Page | Attachment D |
| <input type="checkbox"/> | Understanding of the Project and Methodology | Sec. 10.1 |
| <input type="checkbox"/> | Management Plan | Sec. 10.2 |
| <input type="checkbox"/> | Scope of Work Responses | Sec. 5 |
| <input type="checkbox"/> | HUB Subcontracting Plan | Attachment C /Sec. 11.3 |
| <input type="checkbox"/> | Qualification and Experience | Sec. 6.0 |
| <input type="checkbox"/> | Personnel Resources | Sec. 10.4 |
| <input type="checkbox"/> | References – Past Performance | Sec. 10.5 |
| <input type="checkbox"/> | Pricing Proposal | Sec. 11 |
| <input type="checkbox"/> | Execution of Offer, Contract Terms and Conditions... | Attachment B |

Failure to return all information on the checklist may disqualify the response.

Additional Revisions:

- A. ~~Addendum 4 was skipped and not included.~~
Revision: All addendums have been correctly numbered.
- B. The attached list are of vendors who attended the Pre-Proposal Conference on May 16

CONFERENCE

RFO# 701-16-2016 END USER COMPUTING SEAT MANAGEMENT

LOCATION: WBT 1-111 1:30PM

16-May-16

INDIVIDUAL (PRINT NAME)	NAME OF COMPANY	PHONE NUMBER	EMAIL ADDRESS OF INDIVIDUAL
JOHN Moore Grand	PST Leasrns	887-593-3895	MOORE.JOHN@PSTLEASRS.COM
MARK Greenfield	ISI Leasrns	512-658-2000	MARK.GREENFIELD@ISILEASRS.COM
JOHN HAINES	SHI	512-917-8491	JOHN.HAINES@SHI.COM
DAVE MORRIS	SHI	512-541-3400	DAVE.MORRIS@SHI.COM
Jennifer Shalivant	Summus Industries	606-276-3700	Jshalivant@summusindustries.com
Susan Robb	ARC	512-484-9222	Susan.Robb@arc-gs.com
TJUE Ruiz	Northrop Grumman	512-314-4888	Julie.Ruiz@ngc.com
Tracey Mills	Dell	512-7881653	tracey_mills@dell.com
LARA COCKER	TEA	512-463-7627	lve.cocker@tea.texas.gov
MARY ELLEN TELLER	TEA	632-722-0932	MARYELLEN.TELLER@tea.texas.gov
YVON BURRETT	Stratus	512-217-6004	yvonne.burrett@stratus.com
Kim WEAVER	VINTAGE IT	512-374-4177	Kim@stranghtwaiconsulting.com
Kim Rodriguez	Northrup Grumman		Kim.Rodriguez@ngc.com

CONFERENCE

RFO# 701-16-2016 END USER COMPUTING SEAT MANAGEMENT

LOCATION: WBT 1-111 1:30PM

16-May-16

INDIVIDUAL (PRINT NAME)	NAME OF COMPANY	PHONE NUMBER	EMAIL ADDRESS OF INDIVIDUAL
MARK W. WILSON	Mo-Troy Grumman	512-374-4779	Mark.Wilson@ngc.com
Robert Wagner	Tempel/Tracy Sales/Strat	512-238-2731	Robert.Wagner@tempeltracy.com
John Carstairs	TRAC Source	512-865-8700	John.Carstairs@tracsource.com
DAVE SPRINGER	Kelofa	703-1053-4020	Dspringer@kelofa.com

Addendum No. 5
RFO # 701-16-042
End User Computing Seat Management
Dated - May 26, 2016

Additional Revisions

- A. **All the titles with 'Addendum #' related to this RFO have been re-numbered correctly.**
- B. **Page 27, 12.4 Tentative Sequence of Events/Critical Dates:**
Disregard information indicated previously in Addendum 3. **Revised changes below highlighted in yellow indicating the extension of the new proposal due date:**

12.4 Tentative Sequence of Events/Critical Dates

Date	Event
May 2, 2016	Publication of Request for Offer in the Electronic State Business Daily (ESBD) at Distribution of RFO http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=124245
Wednesday, May 11, 2016	Notice of intent to submit a proposal is due to the TEA Purchasing and Contracts Division – See Attachment A
Monday, May 16, 2016	Bidder’s Conference, WBT 1-111 1:30 P.M. at 1701 N Congress Ave, Austin, TX 78701-1494
Friday, May 20, 2016	Last day to submit questions to TEA, no later than 10:00 A.M.
Tuesday, May 24, 2016	Publication of Questions and Answers in the Electronic State Business Daily at http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=124245
Wednesday, June 1, 2016	Response is due in the TEA PCAS Division by 2:00 P.M., Central Time Zone
Wednesday, June 8, 2016	Response is due in the TEA PCAS Division by 2:00 P.M., CT
June 2, 2016 - July 15, 2016	Evaluation and Negotiations Process
June 21, 2016 – June 22, 2016	Oral presentations and due diligence, if requested by TEA
August 1, 2016 – August 31, 2016	Transition Period
Thursday, September 1, 2016	Commencement of support Services

It should be noted that all of the dates, except the response due date might vary slightly as conditions require.

Selected Respondent finalists will be required to be available to present and discuss their response with TEA between Tuesday, 06/21/2016 to Wednesday, 06/22/2016 in Austin, Texas. It is highly recommended that key staff proposed for the project attend the presentation

C. Addendum 4, Please see the Revised Response highlighted for Q4

Q4. As we have conducted the lease review on-site at TEA, the records do not indicate the amount of the lease payment now due each month on each current lease schedule, only a lump sum buyout as of 8/31/16. In order to effectively determine the end of lease fmV value being assigned to the assets on each lease, is the per lease monthly lease cost available by schedule?

Original Response: No. The information in the data room is all that is available to TEA.

Revised Response: The per monthly lease cost may be found in the document below labeled "March POP", in the UnitCost/Mo column.

March POP							
AM	Model	Qty	POP	Lease Term	Payment No.	Unit Cost/Mo	Total
	1 Compaq 6300	100	1/1/14 - 12/31/16	36	26	\$ 29.25	\$ 2,925.00
	2 Compaq 6300	41	4/1/14 - 3/31/17	36	23	\$ 30.57	\$ 1,253.37
	2 Compaq 6300	159	5/1/14 - 4/30/17	36	22	\$ 30.57	\$ 4,860.63
	3 Thin Client	1	5/1/14 - 10/31/17	42	22	\$ 846.58	\$ 846.58
	5 600 G1	6	5/1/14 - 4/30/17	36	22	\$ 30.57	\$ 183.42
	5 600 G1	144	6/1/14 - 5/31/17	36	21	\$ 30.57	\$ 4,402.08
	5 600 G1	56	7/1/14 - 6/30/17	36	20	\$ 30.57	\$ 1,711.92
	5 Special DT #2	1	7/1/14 - 6/30/17	36	20	\$ 34.57	\$ 34.57
535	T7500	5	1/1/11 - 12/31/13	36	62	\$ 137.86	\$ 689.30
535	8460p		3/1/12 - 8/31/16	24	48	\$ 77.58	\$ -
535	8460p Dock	188	3/1/12 - 8/31/16	24	48	\$ 1.41	\$ 265.08
	4 600 G1 (PSF)	65	8/1/14 - 7/31/17	36	19	\$ 64.77	\$ 4,210.05
	5 600 G1	73	8/1/14 - 7/31/17	36	19	\$ 30.57	\$ 2,231.61
	6 640 G1	100	8/1/14 - 8/31/16	24	19	\$ 79.49	\$ 7,949.00
	6 640 G1 (Dock)	100	8/1/14 - 8/31/16	24	19	\$ 6.58	\$ 658.00
	5 600 G1	81	9/1/14 - 8/31/17	36	18	\$ 30.57	\$ 2,476.17
	5 600 G1	76	10/1/14 - 9/30/17	36	17	\$ 30.57	\$ 2,323.32
	5 600 G1	16	11/1/14 - 10/31/17	36	16	\$ 30.57	\$ 489.12
	5 600 G1	108	12/1/14 - 11/30/17	36	15	\$ 30.57	\$ 3,301.56
	5 Special DT #1	1	12/1/14 - 11/30/17	36	15	\$ 32.57	\$ 32.57
	5 Special DT #2	1	12/1/14 - 11/30/17	36	15	\$ 34.57	\$ 34.57
						On-Site Services \$	15.14 \$ 18,501.08
						Software Services \$	4.06 \$ 4,961.32
						Help Desk \$	10.22 \$ 12,488.84
						Total	\$ 76,829.16

Addendum No. 6

RFO # 701-16-042

End User Computing Seat Management

Dated - May 27, 2016

Question and Responses:

Q1. Would you be able to clarify for the iMacs TEA is interested in are 21.5 inch, or 27 inch and also the processor speed required?

Response: TEA is interested in the iMac with 21.5 inch display with 2.8 GHz processor.