



Texas Department of Transportation

Request for Offer

Solicitation No. 601440000048723

Version 1.0

Hardware Lifecycle Services

NIGP Class and Item: 958-23, 920-47, 204-54 Issued:

November 6, 2025

Responses Due: December 10, 2025, at 3:00 p.m. CST

Table of Contents

1. INTRODUCTION.....	5
1.1. Objective	5
1.2. Statutory Authority	5
1.3. Business Background and Objectives.....	5
2. SCOPE	10
2.1. Required Services	10
2.2. Environmental Impact	10
2.3. Specifications.....	10
2.4. Electronic and Information Resources (EIR) Accessibility	11
2.5. Form of Contract	11
2.6. Term of Contract	11
3. GENERAL INFORMATION.....	11
3.1. Point of Contact.....	11
3.2. Response Integrity and Eligibility.....	12
3.3. Security Requirements	13
3.4. Schedule of Events	13
3.5. Federal and State Requirements	15
3.6. Response Deadline and Submission Requirements	17
3.7. Response Instructions	18
3.8. Response Format	26
3.9. Rejection of Responses	27
3.10. Right to Amend or Withdraw RFO	27
3.11. Pre-agreement Costs	27
3.12. Ownership of Responses	27
3.13. Public Information	27
3.14. News Release	28
4. EVALUATIONS, NEGOTIATIONS, AND AWARD.....	28
4.1. Evaluation of Responses.....	28
4.2. Evaluation Criteria.....	28
4.3. Clarification and Integration Sessions	30
4.4. Revised Offer.....	30
4.5. Negotiations.....	30
4.6. Award of Contract	30

TABLE OF DOCUMENTS:

1. RFO (this document)

Attachments

- Attachment 1: Execution of Offer
- Attachment 2: HUB Subcontracting Plan
- Attachment 3: Exceptions Schedule
- Attachment 4: Respondent Release of Liability Form
- Attachment 5: Transition Plan Response
- Attachment 6: Data Room Access Nondisclosure Agreement (Not Applicable)
- Attachment 7: HUB Participation Form
- Attachment 8: Texas Family Code Schedule
- Attachment 9: Vendor Personnel Qualifications And Experience Schedule
- Attachment 10: Respondent References Schedule
- Attachment 11: Respondent Canceled Contracts Form

2. Contract Documents

Master Services Agreement (MSA) with Exhibits

- Attachment A: Form of Nondisclosure
- Attachment B: Insurance and Risk of Loss
- Attachment C: Form of Source Code Escrow
- Attachment D: Form of Parent Guaranty
- Attachment E: Form of Work Order

Exhibit 1.0 Operating Model

- Exhibit 1.1 Definitions
- Exhibit 1.2 Governance Model
- Exhibit 1.3 Service Management Manual (SMM)

Exhibit 2.0 Service Model

- Exhibit 2.1.1 Cross-functional Statement of Work
- Exhibit 2.1.10 Hardware Lifecycle Services Statement of Work
- Exhibit 2.1.11 Hardware Lifecycle Services Solution Response
- Exhibit 2.2 Termination Assistance Services
- Exhibit 2.3 IT Service Management Continuity
- Exhibit 2.4 Key Personnel

Exhibit 3.0 Performance Model

- Exhibit 3.1 Service Level and Deliverables Matrix
- Exhibit 3.2 Service Level Definitions
- Exhibit 3.3 Reports
- Exhibit 3.4 Operating Agreements

Exhibit 4.0 Business Model

- Exhibit 4.1 Pricing Structure, Assets, 3rd Party Contracts
- Exhibit 4.2 Financial Responsibility Matrix
- Exhibit 4.3 Form of Invoice and Data Feed
- Exhibit 4.4 Form of In-Flight Projects
- Exhibit 4.4-A In-Flight Projects
- Exhibit 4.5 Skill Set Descriptions (Not Applicable)
- Exhibit 4.6 Personnel Projection Matrix

1. INTRODUCTION

1.1. Objective

The Texas Department of Transportation (TxDOT) seeks to solicit Responses from interested Vendors to provide Hardware Lifecycle Services. As a result of this Request for Offer (RFO), TxDOT expects to receive and evaluate Responses and select one (1) or more qualified Vendors with whom to enter into negotiations. [Section 4 EVALUATIONS, NEGOTIATIONS, AND AWARD](#), contains more information regarding the Response evaluation and Vendor selection process.

1.2. Statutory Authority

The solicitation and contract are authorized by Government Code Title 10, Subtitle D (the “Purchasing Act”). The solicitation and contract are subject to all applicable requirements of the Purchasing Act [in particular, Government Code Chapter 2151 (General Provisions), Chapter 2155 (Purchasing: General Rules and Procedures), Chapter 2157 (Purchasing: Purchase of Automated Information Systems) and Chapter 2161 (Historically Underutilized Businesses, HUBs”)] and those requirements established by rule of the Texas Comptroller of Public Accounts (CPA), Statewide Procurement Division (SPD), as contained in Title 34, Chapter 20 of the Texas Administrative Code (“TAC”), and to other applicable Federal and State statutes and rules herein cited. Any references in this contract to the “Government Code” mean the Texas Government Code.

1.3. Business Background and Objectives

1.3.1 Executive Summary

While TxDOT oversees a comprehensive program, TxDOT intends to release Request for Offer (RFO) for each individual service component. The following is the proposed schedule for RFO release:

RFO	Estimated Release Month
Hardware Lifecycle Services	Released: November 6, 2025

TxDOT reserves the right to change the planned RFO, RFO list, and proposed schedule at any time.

1.3.2 ITD Transformation Program Desired Outcomes

The ITD Transformation Program Vision Statement is as follows:

Integrate ITD services in a secure, reliable, and responsive way that efficiently enables a customer-focused service within a best-of-breed sourcing model to continuously improve quality and value.

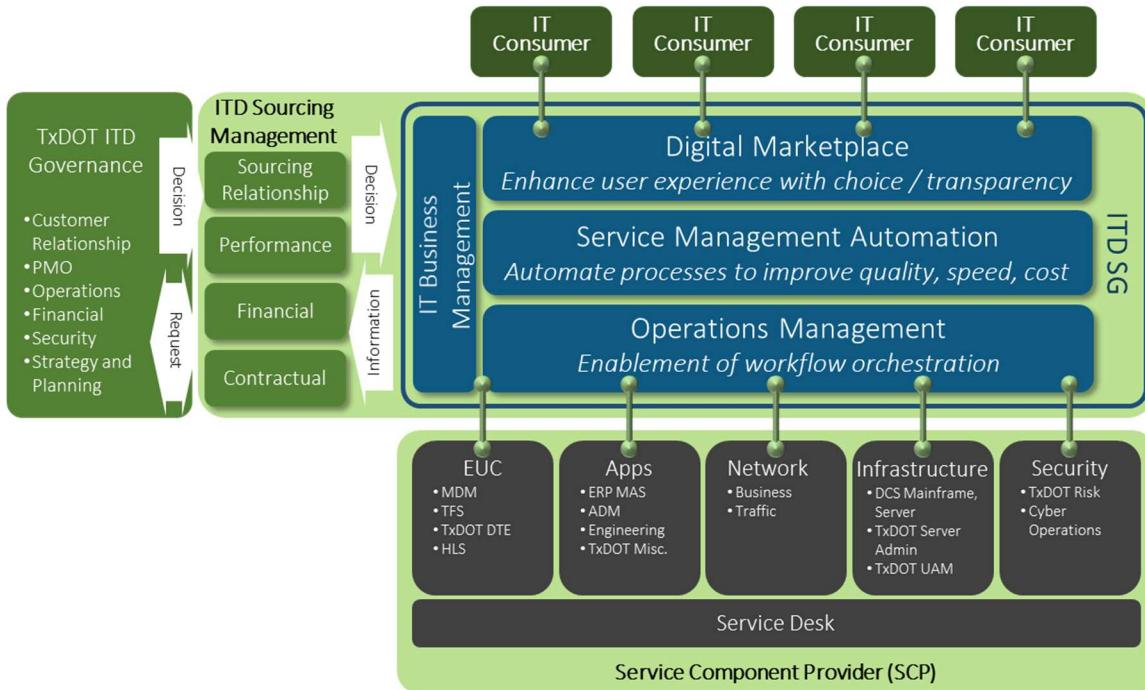
This vision is supported by five (5) key desired outcomes that are common to each of these RFOs:

1. Customer Satisfaction: Improved customer experience
2. Strategic Partnerships: Ecosystem of best-of-breed suppliers to deliver services.
3. Service Integration: Program assurance within a common framework.
4. Business Agility: Plug-and-play commercial model.
5. Proactive Governance: Establish strategy, monitor services, and foster relationships.

1.3.3 TxDOT Shared Technology Services: Operating Model Overview

TxDOT operates under a multi-sourcing governance model because the services are provided by multiple Service Component Providers (SCPs), including both outsourced and insourced components. These services are integrated into a common service delivery model by an ITD Services Governance (ITD SIG) function. The ITD SIG provides the systems, processes, and service delivery oversight necessary to ensure consistent, quality service delivery. The figure below depicts the relationships between the service components, the ITD Service Governance, and the TxDOT customers.

Figure 1: Operating Model



1.3.4 ITD Transformation: Service Component Overview

1.3.4.1 Hardware Lifecycle Services

1.3.4.1.1 Introduction

Hardware Lifecycle Services includes hardware lifecycle management of desktops, laptops, workstations, monitors and peripherals that provide for effective service delivery for TxDOT. The Vendor must work in coordination with TxDOT, Service Component Providers, and TxDOT Contractors to effectively provide Hardware Lifecycle Services (Services).

The Vendor must be responsible for all activities necessary to ensure Services are performed in accordance with all standards and processes contained in the Agreement, **Exhibit 3.1 Service Level and Deliverables Matrix**, and the Service Management Manual (SMM).

Vendor must provide Services, as described in the RFO, necessary to accomplish the following:

1. Acquisition and delivery of equipment selected and approved by TxDOT, such as desktop workstations, laptops, monitors and peripherals, and associated services specified in the Agreement throughout the term of the Contract.
2. Manage the services such as ordering and receiving provisions, imaging, kitting/packing, inventory warehousing, deployment, as well as lifecycle support for asset management, warranty, redeployment and hardware refresh, and end of life activities such as device returns, DOD wipe, surplus, and device retirement.
3. Lifecycle services will pertain to equipment provided by the Vendor under the Agreement as well as for existing TxDOT-owned devices.
4. Meet or exceed Service Level Agreements (SLAs) as set forth in **Exhibit 3.1 Service Level and Deliverables Matrix**.
5. Utilize a collaborative governance framework to assist in the daily management of the Services **Exhibit 1.2 Governance Model**; and
6. Provide industry best practices and processes in delivering the Services to TxDOT, such as the IT Infrastructure Library (ITIL) framework.

The Vendor must work in coordination with TxDOT, Service Component Providers, and TxDOT Contractors to effectively provide Hardware Lifecycle Services. Services must be performed in accordance with all standards and processes contained in the Agreement, the Service Levels as set forth in **Exhibit 3.1 Service Level and Deliverables Matrix** and the Service Management Manual.

1.3.4.1.2 Background

End User Services is currently made up of three distinct functional components:

1. Desktop Engineering

TxDOT End User Compute Engineering services consists of Governance of Service support artifacts, alignment of standard reference architectures to State policy, Product

Lifecycle Management (PLCM) services of products, technology and foundational applications, support of development of Technology Roadmaps, and Service subject matter expertise. TxDOT EUC Engineering is currently delivered via incumbent provider and this service will be insourced into TxDOT prior to Service Commencement.

2. Technical Field Services

Technical Field Services consists of Service Desk auxiliary overflow Incident handling, end user break-fix support, remote resolution, and smart hands support in the field as well as depot services. Technical Field Services is currently delivered via incumbent provider and this service will be retained by the incumbent provider.

3. Hardware Lifecycle Services

Hardware Lifecycle Services includes hardware lifecycle management of desktops, laptops, workstations, monitors and peripherals that provide for effective service delivery for TxDOT. The Vendor must work in coordination with TxDOT, Service Component Providers, and TxDOT Contractors to effectively provide Hardware Lifecycle Services (Services).

1.3.4.1.3 Hardware Lifecycle Services

- Key Scope Elements
 - Ordering and receiving provisions.
 - Imaging
 - Kitting/packing
 - Inventory warehousing
 - Warranty services
 - Deployment, as well as lifecycle support for asset management, redeployment, and hardware refresh
 - End of life activities
 - Device security activities
- Key Service Objectives
 - Develop strategic partnerships with Vendors who understand the TxDOT Customer and who deliver Services in a Customer-centric manner and can quickly scale to meet changing demands.
 - Improved Service delivery with alignment to industry trends and innovations measurable through a defined Service Evolution program.
 - Delivery of highly available, reliable, scalable, secure, and easily supportable Services that enable improved productivity.

- Alignment of Services across the Vendor ecosystem in a best in breed delivery governed by TxDOT.
- Adherence to required reporting for State agencies and support of State audits.
- Improve service quality in delivery operations and Customer interactions.
- Improved inventory and asset management to ensure devices are available to provision, eliminate lost devices, and ensure a data quality driven program.
- Streamline processes and elimination of redundancy and unnecessary steps to gain efficiencies and drive business value.

1.3.5 TxDOT ITD Information

The TxDOT Information Technology Division (ITD) supports the business operations of TxDOT with innovative IT and strategic information resource planning. The service governance is divided into eight (8) functional areas:

- **ITD Service Governance (ITD SIG):** provides the systems, process leadership and service delivery oversight necessary to ensure consistent, quality service delivery: sub-sections are Service Management, Cross Functional Platform, and Supplier Performance Management.
- **ITD Planning and Engineering (P&E):** cross technology matrixed function responsible for alignment of policy to TxDOT technology standards and governance of Vendor integration into TxDOT service ecosystem. P&E works in conjunction with Service Component Providers to develop product and technology lifecycle standards, technology plans, governance of service and technology evolution, and provide quality assurance and oversight of SCP solution design. The team is organized around products and technology and maintains end to end service expertise within the ITD operating model.
- **Business Relationship Management (BRM):** shares ownership with the business for both business strategy and business value results; owns and cultivates business relationships and serves as a single point of focus between IT and the line of business; works to understand the strategic direction of the business in order to stimulate and identify demand for IT capabilities and assets, ensures business value from IT capabilities and assets are captured, optimized, and recognized.
- **Project Management Office (PMO):** Establish centralized Project Portfolio Management (PPM) policy, process, and tools to select, prioritize, assess, manage TxDOT enterprise business-driven solution projects.
- **Operations:** oversee service operations rollout, delivery, and escalations; deliverable and service level validation; technical service delivery compliance.

- **Vendor Management and Sourcing** provides critical oversight and management of TxDOT's contracted IT services, working closely with agency procurement to ensure prescribed process are followed; sub-sections are Vendor Management and IT Sourcing.
- **Information Security:** lead in setting security policies, standards, and processes; manage overall security program; manage enterprise SIEM and CSOC and oversee security flaw remediation; sub-sections are Risk and Compliance, Cybersecurity Operations, and Toll Information Security.
- **Financial Management:** manage ITD funding, budgets, and forecasts as well as IT purchase request approvals.

2. SCOPE

2.1. Required Services

TxDOT intends to contract with the Vendor to provide services, including but not limited to the following managing and operating the Hardware Lifecycle Services in accordance with the MSA and related Exhibits provided in this RFO.

2.2. Environmental Impact

It is TxDOT's intent to purchase equipment and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economic considerations in accordance with 34 TAC §20.306 and 20.307.

2.3. Specifications

The goods furnished and services performed must be in accordance with the specifications set forth in the RFO. TxDOT will provide clarification of the specifications and determine the quality and acceptability of goods furnished or work performed. TxDOT will determine the manner of performance, the rate of progress of the work, and whether vendor's performance of the service is acceptable. No substitutions will be permitted without written approval from TxDOT.

Any catalog, brand name, or manufacturer's reference used in the RFO is descriptive only and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised as proprietary or sole source under Government Code Section 2155.067. Respondent must show manufacturer, brand or trade name, and other description of the product offered in response to the RFO. If offer is for other than example(s) shown in the solicitation, include illustration(s) and complete description(s) of product(s) in the response to the solicitation. If respondent takes no exception to specifications or reference data in the response, respondent will be required to furnish brand names, numbers, etc., as specified.

Unless otherwise specified, all goods offered must be new and in first-class condition, including shipping and storage containers. Verbal agreements to the contrary will not be recognized.

Receipt of goods does not constitute acceptance. Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. If the damage is not readily apparent at the time of delivery, the goods must be returned to vendor at no cost to TxDOT. TxDOT reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or

conditions prevent effective inspection of the goods at the time of delivery.

2.4. Electronic and Information Resources (EIR) Accessibility

Products, applications, and websites that will be used by Texas state employees or members of the public must comply with EIR accessibility technical standards as defined in 1 TAC 206, 1 TAC 213, and Web Content Accessibility Guidelines (WCAG) 2.0 level AA. Accurate product Voluntary Product Accessibility Templates (VPATs) are required for Commercial Off-the-Shelf (COTS) offerings included in this contract. If development services are included, Vendors will be required to complete the Vendor Accessibility Development Services Information Request (VADSIR), or other documents as requested that describe Vendor's ability to produce accessible offerings. The Vendor must provide a solution that is compliant with the above referenced standards.

2.5. Form of Contract

The final terms and conditions of any Contract will be agreed upon during negotiation. However, the minimum standard terms and conditions that will be included in any awarded Contract are contained in the Master Services Agreement (MSA) included with the RFO documents.

2.6. Term of Contract

TxDOT anticipates that the term of the Contract will be in accordance with MSA paragraph 3. In the event of prolonged Contract negotiations due to the number and/or significance of exceptions taken, lack of responsiveness, or other failure to close Contract negotiations on the part of Respondent that are not due to a failure on the part of TxDOT, TxDOT may, in its sole discretion, bypass the Respondent and commence negotiations with another Respondent, or continue with the current Respondent with a shorter contract term.

Section 3.7.9 Exceptions to Requirements (including MSA Terms and Conditions) of this RFO contains the format for Respondents to note any exception to any provision, term, or condition specified in the RFO.

Any objections or exceptions should be noted in keeping with **Section 3.7.9 Exceptions to Requirements (including MSA Terms and Conditions)**.

TxDOT reserves the right to make changes to the MSA and Exhibits if it is in the best interest of the State to do so. Should this occur prior to the award of any Contract as a result of this RFO, any Respondents selected for negotiations will be notified.

3. GENERAL INFORMATION

3.1. Point of Contact

Steven Schoenthal is the sole point of contact for this procurement. Routine correspondence may be directed as follows:

Primary Contact: Steven Schoenthal, CTCD

Texas Department of Transportation

Procurement Services Division

6230 E Stassney Ln.

Austin, Texas 78744

Phone: 210-323-1651 Email: Steven.Schoenthal@txdot.gov

Respondents must make no contact concerning this RFO with other TxDOT and contract personnel. **Failure to comply with this requirement may result in disqualification.**

3.2. Response Integrity and Eligibility

3.2.1 False Statements

Respondent represents and warrants that all statements and information in its submitted response are current, complete, true, and accurate. Submitting a response to the solicitation with a false statement or making material misrepresentations during the performance of a contract is a material breach of contract and may void the submitted response and any resulting contract and may result in removal of respondent from the Centralized Master Bidders List.

3.2.2 Deceptive Trade Practices; Unfair Business Practices

Respondent represents and warrants that it has not been the subject of allegations of deceptive trade practices violations under Business & Commerce Code Chapter 17 or the subject of allegations of any unfair business practice in any administrative hearing or court suit, and that respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade practices violations or the subject of allegations of any unfair business practices in an administrative hearing or court suit and such officers have not been found to be liable for such practices in such proceedings.

3.2.3 Collusion

Respondent has not colluded with, nor received any assistance from, any person who was paid by TxDOT to prepare specifications or a solicitation on which a respondent's bid is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract awarded. Respondent should also refer to **Section 15.8(i)** of the Agreement attached to the solicitation.

3.2.4 Respondent Eligibility

- a) Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subject to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.
- b) Respondent certifies that respondent is not an abortion provider or an affiliate of an abortion provider under Government Code 2273.003.
- c) Respondent certifies that it is not:
 - i. A person required to register as a lobbyist under Government Code Chapter 305.
 - ii. A public-relations firm.

- iii. A government consultant.

3.3. Security Requirements

- 3.3.1 Any third party creating, accessing, transmitting, storing, or using Public OR Sensitive OR Confidential OR Regulated data in the third-party's environment must comply with the TxDOT Moderate security baseline with the Privacy Overlay.
- 3.3.2 A copy of the TxDOT Information Security Controls Standards Catalog outlining the security baseline requirements can be downloaded from <https://www.txdot.gov/inside-txdot/division/information-technology/Cybersecurity/cybersecurity-resources.html>
- 3.3.3 Vendor must maintain Texas Risk and Authorization Management Program (TX-RAMP) Level 2 Certification.
- 3.3.4 The respondent must provide to TxDOT a completed TxDOT Security Questionnaire (TSQ) within seven business days of request by TxDOT.

3.4. Schedule of Events

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

Table 1: Schedule of Events

Activity	Date
Pre-Response Conference	November 17, 2025, at 2:00 p.m. CST
Deadline for Submitting RFO Questions	November 20, 2025, at 3:00 p.m. CST
Deadline for Submitting Response	December 10, 2025, at 3:00 p.m. CST
Evaluation, Clarification, and Amended Responses	January 2026 – March 2026
Integration sessions, due diligence, final negotiations	April 2026 – August 2026

3.4.1 Pre-Response Conference

TxDOT will hold a pre-conference for all interested respondents to this procurement on the date and time specified in [**Section 3.4 Schedule of Events**](#).

The pre-proposal conference will provide overview information of the RFO and preliminary answers to questions submitted prior to the Pre-Proposal Conference. Although TxDOT may provide tentative verbal answers to questions at the conference, only answers provided in writing

by TxDOT will be considered official. Information in any form other than the materials constituting this RFO and its Exhibits, the Question-and-Answer Document(s), and any Addenda will not be binding on TxDOT. TxDOT reserves the right to amend answers prior to the offer submission deadline.

The pre-response conference information is shown below and will only be available live via the web:

<https://txdot.webex.com/meet/PRO.SS>

All personnel attending the pre-response conference must log in to the WebEx using the following steps:

Respondent must list their name and company when attending the WebEx, as shown below:

Example: John Doe – TxDOT

Meeting number: 2317 530 5696

WebEx Link: <https://txdot.webex.com/meet/PRO.SS>

Call-in number: +1-415-655-0003

IMPORTANT NOTICE: Please note that this WebEx service allows audio and other information sent during the session to be recorded, which may be discoverable in a legal matter. By joining this session, you automatically consent to such recordings. If you do not consent to being recorded, discuss your concerns with the host or do not join the session.

Persons with special needs or disabilities who plan to participate in this conference who require auxiliary aids or service should contact the purchaser noted in **Section 3.1 Point of Contact** as the point of contact a minimum of three (3) Business Days prior to the meeting so arrangements can be made.

3.4.2 Written Questions and Official Answers

Respondents must submit all questions regarding this this RFO in writing through Bonfire. **Questions regarding this RFO will be accepted until the date and time specified Section 4 Schedule of Events.** Official answers will be posted as a Notice of Additional Information document on the Electronic State Business Daily (ESBD) and an Addendum to this RFO, on Bonfire, available at <https://txdot.bonfirehub.com>. To ensure all documents are available, access this previous link using Google Chrome.

By submission of a question, Vendors acknowledge that the applicable question will be posted with each official answer and therefore Vendors should not include any confidential or proprietary information in such questions. TxDOT will not publish the identity of any Vendor that submitted any particular inquiry.

NOTE: For assistance in submitting questions through Bonfire use the following link and reference the document and paragraph the question pertains to: <https://txdot.bonfirehub.com/portal/support>

3.5. Federal and State Requirements

3.5.1 Federal Requirements

3.5.1.1 Terrorists and Terrorist Organizations

State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Respondent listed in the Federal Excluded Persons List System (EPLS) authorized by Executive Order #13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, available at <https://www.state.gov/j/ct/rls/other/des/143210.htm>, published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List) must not be awarded a Contract as a result of this RFO. The Vendor must agree that if at any time during the term of the contract the Vendor is listed on the Terrorism List, the Vendor must promptly notify TxDOT. As part of TxDOT’s contract management, periodic checks will be performed to ensure the Vendor remains in compliance with these federal requirements. TxDOT will have the absolute right to terminate the contract without recourse in the event the Vendor becomes listed on the EPLS.

3.5.1.2 Federal Suspension or Debarment

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

3.5.1.3 Immigration

- a) The Vendor must comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (“IIRIRA”), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract.
- b) Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor must, as a condition of this Contract, also comply with the United States Department of Homeland Security’s E-Verify system to determine the eligibility of:
 - i. all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
 - ii. all Subcontractors’ employees 1) to whom the E-Verify system applies, and 2) who are hired by the Subcontractor during the term of this Contract and assigned by the Subcontractor to perform work pursuant to this Contract.

- c) Each Vendor must require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by any Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

3.5.1.4 Prohibition on Certain Telecommunications Equipment or Services

- a) The Federal Register Notice issued the Final Rule and states that the amendment to 2 CFR200.216 is effective on August 13, 2020. The new 2 CFR 200.471 regulation provides clarity that the telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable for services and equipment from these specific providers. OMB's Federal Register Notice includes the new 2 CFR 200.216 and 2 CFR 200.471 regulations.
- b) Per the Federal Law referenced above, use of services, systems, or services or systems that contain components produced by any of the following manufacturers is strictly prohibited for use on this project. Therefore, for any telecommunications, CCTV, or video surveillance equipment, services or systems cannot be manufactured by, or have components manufactured by:
 - i. Huawei Technologies Company,
 - ii. ZTE Corporation (any subsidiary and affiliate of such entities),
 - iii. Hyatera Communications Corporation,
 - iv. Hangzhou Hikvision Digital Technology Company,
 - v. Dahua Technology Company (any subsidiary and affiliate of such entities).
- c) Violation of this prohibition will require replacement of the equipment at the Vendor's expense.

3.5.2 State requirements

Texas law prohibits state agencies from doing business with a company that conducts business with Iran, Sudan, or a foreign terrorist organization. If Respondent is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that Respondent does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required. Any Respondent listed in the divestment list maintained by the Texas Safekeeping Trust Company and posted to the Texas Comptroller of Public Accounts website, available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>, must not be awarded a Contract as a result of this RFO. The Vendor must agree that if at any time during the term of the contract the Vendor is listed on the divestment list, the Vendor must promptly notify TxDOT. As part of TxDOT's contract management, periodic checks will be performed to ensure the Vendor remains in compliance with these state requirements. TxDOT will have the absolute right to terminate the contract without recourse in the event the Vendor becomes listed on the divestment list, described above.

3.5.3 Performance and Debarment

In accordance with 34 TAC, Part 1 Chapter 20, Subchapter G, any vendor that is debarred from doing business with the State of Texas will not be awarded a contract under this solicitation. The list of debarred vendors is located on the Comptroller of Public Accounts (CPA) Web site at

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

3.5.4 Disclosure of Restricted Employment

Respondent acknowledges that under Government Code Section 572.069, a former state officer or employee of a state agency who, during the period of state service or employment, participated in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the contract is signed, or the procurement is terminated or withdrawn.

3.5.5 Required Vendor and Subcontractor Current and Former State Employee Disclosures

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

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

3.6. Response Deadline and Submission Requirements

Respondents are required to submit Responses in accordance with the requirements outlined in this document, Bonfire Requested Information, Responses must be received by TxDOT on or before **the date and time specified in Section 3.4 Schedule of Events**. **No late Responses will**

be reviewed.

Official Timepiece

The clock in the TxDOT Purchasing Office Austin, TX is the official timepiece for determining compliance with the deadline.

3.7. Response Instructions

Respondent must carefully examine the solicitation. Respondent is responsible for securing any additional information from the purchaser needed to gain a clear and full understanding of the requirements.

Electronic Responses are preferred. Respondents must follow the specific naming conventions detailed in this section. Respondent must use a three-letter identifier preceding each named file (e.g., Big Service Company, Inc., "BSC"). This three-letter identifier must replace the "ABC" referenced in the file names below. **All files submitted by the Respondent must use the same three-letter identifier.**

Non-submission of any of the requested information may disqualify the Respondent's Response from further consideration by TxDOT.

The respondent must submit a signed and dated response to include the documentation required through the Bonfire system: <https://txdot.bonfirehub.com/>

NOTE: Any response sent to TxDOT personnel via email – whether directly, courtesy copy (cc), or blind copy (bcc) – will be considered non-responsive. For hand delivery or courier service, United States Postal Service, Federal Express, United Parcel Service, or other mail service, contact the purchaser for assistance.

3.7.1 No Marketing Materials Desired

Unnecessarily elaborate brochures or other presentations beyond those requested and sufficient to present a complete Response **are not desired**. Respondents are encouraged not to provide materials beyond what is required in the RFO.

3.7.2 Response organization

Respondent must organize its Response as follows:

1. Transmittal Letter and Executive Summary
2. Execution of Offer Form
3. Texas Family Code Schedule – Section 231.006
4. Respondent Qualifications
5. Financial Information
6. Addenda to the RFO (if applicable)
7. Solution Document

8. Transition Plan
9. Transition Project Plan
10. Respondent References Schedule
11. Canceled Contract References
12. Response to Pricing
13. HUB Subcontracting Plan
14. Exceptions to Requirements (including MSA Terms and Conditions)

Note: If Respondent's Response contains copyrighted, proprietary and/or confidential information this must be indicated on the related document.

3.7.3 Transmittal Letter and Executive Summary

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

3.7.3.1 Execution of Offer Form

- a) The Respondent must complete and sign the Execution of Offer Form found in **RFO Attachment 1 Execution of Offer**. This form must be completed and signed, or the Response may be disqualified as noncompliant.
- b) For the Response, the Respondent must provide, as a separate Adobe PDF document, a file entitled: "**ABC_EOO_Attachment_1.pdf**."

3.7.3.2 Texas Family Code Schedule – Section 231.006

- a) Under Section 231.006, Family Code, respondent certifies that respondent and any other individual or business entity named in the contract, bid, or application are eligible to receive the specified grant, loan, or payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Any respondent

subject to Section 231.006 must complete and sign the Form found in **Attachment 8 Texas Family Code Schedule – Section 231.006**. This form must be completed and signed, or the Response may be disqualified as noncompliant.

- b) For the Response, the Respondent must provide, as a separate Adobe PDF document, a file entitled: “ABC_TFC_Attachment_8.pdf.”

3.7.3.3 Respondent Qualifications

- a) The Respondent must clearly state how it meets the following qualification preferences in the form of **Attachment 9 Respondent Qualifications**:

1. The Respondent must be a company engaged or whose partners are engaged in the business of providing similar services as Stated in Exhibits 2.1.1 and 2.1.10 Statements of Work for a minimum of three (3) or more years’. Years of experience of an individual(s) or partner(s) with a minimum of 25% ownership of the company can be applied to the company’s years in business. Recent start-up businesses do not meet the requirements of this solicitation.

Note: A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business.

2. The Respondent must have entered into at least two (2) similar major projects within the last five (5) years where the following is true:
 - a. The annual contract value was at least \$5,000,000.
 - b. The Respondent was the prime Vendor.
- b) For the Response, the Respondent must provide, as a separate Adobe PDF document, a file entitled: “ABC_Qualifications.pdf.” in the form of **Attachment 9 Respondent Qualification**

3.7.4 Financial Information

The Respondent must include the following items in its Response. Failure to include any of the items listed for the appropriate company type may result in disqualification of the Respondent’s Response. **If the failure to disclose is not learned until a Contract has been awarded to the Vendor, the Contract may be terminated. In the event of such termination, the Vendor must be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.**

3.7.4.1 Publicly Traded Companies:

1. Exact name of the Respondent on title page of the most currently filed SEC forms 10K and 10Q. Fully explain the reason(s) why any reports have not been timely filed within the past three (3) years.
2. For the last three (3) fiscal years most recently ended, audited financial statements prepared in accordance with Generally Acceptable Accounting Practices (GAAP).

3. Any official document displaying current proof of authority to conduct business in the State. Examples: State Franchise Tax Certification of Account Status and State Sales Tax Permit, both available from the State Comptroller of Public Accounts and the Certification of Fact, that is available from the Secretary of State (SOS Direct), available at: www.sos.state.tx.us.
4. Certificate of Insurance that sets forth limits of liability to include all insurance coverage of the company. If awarded a Contract, the Vendor must provide a certificate of insurance to protect TxDOT for the coverages and in the amounts as described in **MSA Attachment B Insurance and Risk of Loss**.

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

1. For the last three (3) fiscal years most recently ended, audited financial statements prepared in accordance with GAAP. If audited financial statements are not prepared, un-audited financial statements will suffice as long as Vendor affirms that it is not required to have its financial statements audited and therefore does not currently have audited financial statements to provide in response to this RFO.
2. Latest two (2) quarters internally prepared financial statements.
3. Any official document displaying current proof of authority to conduct business in the State. Examples: State Franchise Tax Certification of Account Status and, State Sales Tax Permit, both available from the State Comptroller of Public Accounts and the Certification of Fact, which is available from the Secretary of State. See Section 7.1.9 (Proof of “Good Standing”).
4. Certificate of Insurance that sets forth limits of liability to include all insurance coverage of the company. If awarded a Contract, the Respondent must provide a certificate of insurance to protect TxDOT and its Customers for the coverages and in the amounts as described in **MSA Attachment B Insurance and Risk of Loss**.

For the Response, the Respondent must provide, as a separate Adobe PDF document, a file entitled: “**ABC_Financial_Information.pdf**.”

3.7.5 Addenda to the RFO

TxDOT will not be bound by any oral statement or representation contrary to the written specifications of the RFO. Any revision, clarification, or interpretation pertaining to the RFO will be in writing and issued by TxDOT as an addendum. Any change or interpretation not in an addendum will not legally bind TxDOT. Any addendum must be issued through TxDOT’s Procurement Division.

To acknowledge receipt of all Addenda, the Respondent must provide a completed and signed “page one” of each Addendum. Addenda may be grouped into a single file entitled “**ABC_Addenda (.pdf)**.”

3.7.6 Solution Document

Respondent must complete **Exhibit 2.1.11 Hardware Lifecycle Services Solution Document** per the instructions provided in the Exhibit. This Exhibit is intended to be updated in stages throughout the procurement process. The Exhibit contains an outline of key topic areas that Vendor is required to address as part of its response. The response will include a thorough description of its solution and overall approach to implementing the Services and successfully transitioning responsibility from the Incumbent Vendor.

- a) Respondent may be able to leverage the assets, processes, and services described in **Exhibit 4.1 Pricing Structure** as part of its solution response. TxDOT requests that Respondents evaluate the feasibility of leveraging these existing State investments to minimize transition timelines and maximize cost efficiencies.
- b) For the Response, the Respondent must provide, as separate Adobe PDF documents, a file entitled “ABC_ **Exhibit 2.1.11 HLS Solution.pdf**.” The Response to Service Desk Services must be limited to no more than 175 pages; this page limit includes any graphics, tables, etc., and Respondents must not alter the font of the document in providing their Response.

3.7.6.1 Transition Plan

Respondent must complete **RFO Attachment 5: Transition Plan Response** per the instructions provided in the Attachment. This Attachment is intended to be updated in stages throughout the procurement process. The Attachment contains an outline of key topic areas that Vendor is required to address as part of its transition response. The response will include a thorough description of its Transition Plan, solution, and overall approach to implementing the Services and successfully transitioning responsibility from the Incumbent Vendor.

For the Response, the Respondent must provide, as a separate Adobe PDF document, a file entitled “ABC_ **Transition Plan Response.pdf**.” The Response must be limited to no more than twenty (20) pages: this page limit includes any graphics, tables, etc., and Respondents must not alter the font of the document in providing their Response.

3.7.6.2 Transition Project Plan

Respondent must provide a Transition Project Plan in Microsoft Project format including all milestones and high-level activities necessary for the successful completion of transition. The file, which should include timing and milestones, must be in Microsoft Project format and entitled “ABC_ **Transition Project Plan.mpp**.”

3.7.6.3 Respondent References Schedule

Using **RFO Attachment 10: Respondent References Schedule**, Respondent must provide the name, title, contact number, and description of services provided for three (3) references for which the Respondent provided technical solution services as the prime Vendor. The services provided to the references should meet the requirements of **SectionRefer 3.7.3.3 Respondent Qualifications** of this RFO. For each reference provided, Respondent must provide a signed RFO **Attachment 4, Respondent Release of Liability Form**.

3.7.6.4 Canceled Contract References

Using **RFO Attachment: 11 Respondent Canceled Contracts Form**, Respondent must provide the name, title, contact number and description of services provided for any contract that was canceled or prematurely terminated in the past ten (10) years. Respondent must include details on the reason for the cancellation and the Respondent's position relevant to the cancellation, including the final resolution, including any lawsuits or settlements of the contract cancellation. For each company or entity listed, Respondent must provide a signed RFO **Attachment 4, Respondent Release of Liability Form**. Respondent must add additional rows as necessary to provide all canceled contracts within the required timeframe.

Respondent must provide contact information for individuals able to address questions concerning the cancellation. **Failure to fully disclose canceled contract within the scope of this requirement may result in disqualification. If the failure to disclose is not learned until a Contract has been awarded to the Vendor, the Contract may be terminated. In the event of such termination, the Vendor must be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.**

If there are no canceled contracts, the Respondent must affirm such in this section.

3.7.6.5 Proposed Account Organization

Respondent must complete **Exhibit 2.4 Key Personnel** per the instructions provided in the Exhibit. This Exhibit is intended to be updated in stages throughout the procurement process. The Exhibit contains a section to include a proposed organization chart for the service relationship, indicating positions considered Key Personnel with a description of responsibilities of key positions and departments.

Respondent must include in its Response the resumes and qualifications of all proposed Respondent Key Personnel, including their specific experience working on related projects. Resumes should specifically detail experience working on projects and services of similar scale and complexity as the Services sought through this RFO, including work on projects used as references. Resumes must be no more than two (2) pages in length.

The Account Organization must include actual names of Key Personnel initially assigned to the account and their resumes, not simply generic resumes with the types of skills sought. The Respondent must provide these resumes as attached pages at the end of the document.

For the Response, the Respondent must provide, as a separate Adobe PDF document, a file entitled "**ABC_Exhibit_2.4_Key Personnel.pdf**".

3.7.7 Response to Pricing

Respondent must use the electronic versions of **Exhibit 4.1 Pricing Structure** (including all subordinate attachments) and **Exhibit 4.6 Personnel Projection Matrix** to provide a detailed written response. Respondent must not alter the format of the pricing templates or associated Exhibits.

For the Response, the Respondent must provide, as a separate Microsoft Excel document pursuant to instructions in **Exhibit 4.0**, **Exhibit 4.1**, and **Exhibit 4.6** a file entitled “ABC_Exhibit 4.1 Pricing and Volumes.xlsx” and a file entitled “ABC_Exhibit_4.6_PPM.xlsx.”

3.7.8 HUB Subcontracting Plan

Respondent must utilize RFO **Attachment 2 HUB Subcontracting Plan** to submit Respondent HUB Subcontracting Plan.

3.7.8.1 HUB Purpose

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

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

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

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

3.7.8.2 HUB Subcontracting Plan

TxDOT has determined that subcontracting is probable under any contract awarded as a result of this RFO (Reference **Attachment 7 Historically Underutilized Business Participation Form**).

3.7.9 Exceptions to Requirements (including MSA Terms and Conditions)

The final terms and conditions of any Contract awarded as a result of this RFO must be agreed upon during negotiation. However, the minimum standard terms and conditions that will be included in any awarded Contract are contained in the Master Services Agreement (MSA) included

in the RFO documents.

3.7.9.1 Exceptions Details

This section contains the format for Respondents to note any exception to any standard provision, term, or condition specified in the RFO. **Respondents should note that TxDOT expects each Respondent to comply with the requirements of this RFO as written, and to price its Response accordingly. TxDOT strongly discourages any Respondent from indicating that it does not agree or does not comply with a provision because the Respondent is unwilling to price it (for risk, liability, or any other reason).** An explanation as to why the Respondent cannot comply with the provision, term, or condition **and** why the proposed alternative language **must** be included in the Response. Examples of nonresponsive explanations include:

1. Referencing negotiation of revised language in another TxDOT or other state agency contract.
2. Referring to an internal division's need for the revised language without a valid reason as to why the exception is necessary.
3. Indicating the proposed language is "negotiable;" and
4. Referencing an internal Respondent terms and conditions document.

Exceptions must include:

1. RFO document title (RFO, SOW, MSA, etc.), section number, and section title.
2. Explanation as to why Respondent cannot comply with the term or condition; and
3. Proposed alternate language (redline).

If Respondent fails to note any exception within its Response, Respondent may not be allowed to request an exception throughout the procurement process. No exceptions will be considered after negotiations or Contract Award.

3.7.9.2 Exceptions Response

Refer to **RFO Attachment 3: Exceptions**. The Respondent must complete **RFO Attachment 3: Exceptions** as described below:

1. The column labeled # must be a sequential number.
2. The column labeled Respondent must include Respondent's three-letter identifier.
3. The column labeled Doc, Respondent must use the Dropdown: "MSA" for MSA and MSA Attachments, "Ex2.1.1" for **Cross Functional SOW**, "Ex3.0" **Exhibit 3.0 Performance Model**, "Ex4.0" **Exhibit 4.0 Business Model**, etc.
4. The column labeled "Location/Specific Section Reference" should be used to identify the specific RFO document and the location(s) (section number or other identifiable reference) within the RFO documents that the language addresses.

5. The column labeled Objection/Issue must describe the Respondents issue and/or objection to the term defined in the requirement documents, including the required explanation described in [**Section 3.7.9.1 Exceptions Details**](#).
6. The column labeled Proposed Alternative Language (redline) must be updated as follows: copy the term “as-is” from the associated RFO document, use strikethrough function in Excel for any removed text, use blue underlined text for any added text.
7. Respondent should not modify or remove any of the columns in the template, including the hidden columns.
8. For the Response, the Respondent must provide, as a separate Microsoft Excel document, a file entitled: “ABC_Exceptions.xlsx.”

Respondents are encouraged not to request exceptions to standard contract terms and conditions; TxDOT, in its sole discretion, may or may not accept the Respondent’s requested exceptions. Exceptions will be one (1) factor considered by TxDOT in determining best value for the State.

Prior to the final award of a Contract, TxDOT reserves the right to make changes to the Master Services Agreement. Should this occur, any Respondent selected for negotiations will be notified. If any changes are made prior to the RFO Response deadline, TxDOT will address the changes in an Addendum posted to Bonfire and Notification of Additional Information on the ESBD.

If there are no exceptions, the Respondent must explicitly state the Respondent takes no exception to any part of this RFO.

Any exception may result in the Contract not being awarded to the Respondent. TxDOT reserves the right to exclude a Respondent based upon the quality and substance of any exception(s).

In addition to completing [**Attachment 3 Exceptions**](#), Respondent must include in its Response a red-lined version of the MSA containing only those Exceptions specific to MSA material. Further, Respondent must include a comment with each redline providing the above-described explanation for why the redlined language is necessary and why the Respondent cannot comply with the original language. For the Response, the Respondent must provide, as a separate Adobe PDF document, a file entitled: “ABC_MSA_Exceptions.pdf.”

3.8. Response Format

3.8.1 Document Formatting

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

- 1. Ready for printing:** all electronic files submitted must be pre-formatted for printing.
 - a. **Paper size:** 8.5 x 11 inch; and
 - b. **Minimum font size:** 11 point (except for footnotes, headers, or footers).
- 2. Maximum number of pages:** as specified for each document as applicable in [**Section 3.6 Response Instructions**](#) above (single-sided pages).

3. **Software:** all electronic files submitted should be in accordance with Bonfire Requested Information.” Respondents should NOT use .pdf files unless otherwise allowed above. Respondents must not submit password protected files.

3.9. Rejection of Responses

TxDOT has sole discretionary authority and reserves the right to reject any and all Responses received as a result of this RFO. Responses that do not comply with the mandatory submission requirements may be rejected. Responses that fail to comply with the instructions contained in **Section 3.7.9 Exceptions to Requirements (including MSA Terms and Conditions)** may be disqualified. Responses that, in TxDOT’s sole discretion, contain an excessive quantity of exceptions or exceptions that are so substantive as to pose a substantial risk to the successful achievement of a Contract may be removed from further consideration. In addition, TxDOT reserves the right to accept or reject, in whole or in part, any Responses submitted, and to waive minor technicalities when in the best interest of TxDOT.

3.10. Right to Amend or Withdraw RFO

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

Any changes or additional information regarding this RFO will be posted as an Addendum on the Bonfire, at <https://txdot.bonfirehub.com>. It is the responsibility of Respondents to be active on the CMBL to receive notifications regarding addenda or additional information related to the RFO.

3.11. Pre-agreement Costs

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

3.12. Ownership of Responses

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

3.13. Public Information

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

without review by the Office of the Attorney General (OAG). Pursuant to Texas Government Code section 2252.907, Respondent is required to make any information created, exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

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

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

3.14. News Release

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

4. EVALUATIONS, NEGOTIATIONS, AND AWARD

4.1. Evaluation of Responses

TxDOT will review Responses to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All Responses determined to be responsive will go through a financial review overseen by the TxDOT Financial Management Division. **The financial review (here, a review of the financial solvency of the Respondent) and Completed HUB Subcontracting Plan is a pass/fail determination, failure may result in a vendor be found non- responsive.** Only Responses that pass will be considered for award.

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

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

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

1. Financial Information is a Pass/Fail review conducted by the Financial Management Division.
2. Completion and signing of RFO Attachment 1 Execution of Offer
3. Completion and signing of HUB Subcontracting Plan; and
4. In accordance with §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code, Respondents may fail this selection criterion for any of the following conditions:

- a. A score of less than a C or Legacy Unsatisfactory in the Vendor Performance System.
- b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports; and
- c. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).

4.2.2 Weighted Evaluation Criteria

TxDOT will use the following criteria (listed in order of priority) to determine the best value for TxDOT:

1	Quality of Solution	40 pts
2	Service Integration Approach	30 pts
3	Experience and Past Performance	20 pts
4	Pricing and Financial Terms	10 pts
5	Exceptions*	N/A

*Exceptions will be considered. The Respondent may be removed from further consideration if TxDOT determines its exceptions are excessive in quantity or substance. See [**Section 3.7.9 Exceptions to Requirements \(including MSA Terms and Conditions\)**](#) for additional information regarding Exceptions.

TxDOT's evaluation of Respondent's history and experience may include consideration of Respondent performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115. TxDOT may also conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 TAC §20.115) TxDOT may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewal of contracts. Any such investigations will be at the sole discretion of TxDOT and any negative findings, as determined by TxDOT, may result in non-award to respondent. Throughout the evaluation process, TxDOT may elect to evaluate other aspects of the Respondent's performance, such as Clarification sessions, including Respondent's presentation and proposed key staff's performance, Requests for Revised Offer (RFRO), etc. TxDOT will notify applicable Respondents when additional scoring will occur and will provide updated weights, etc., as appropriate.

* TxDOT will not score Exceptions; however, Exceptions will be considered in light of a Respondent's scores on the other weighted criteria.

4.3. Clarification and Integration Sessions

Based on Respondent evaluation scores and prior to Award, TxDOT in its discretion may hold a series of clarification, discussion, and/or integrations sessions with selected Respondents to ensure

complete and accurate understanding of Responses to this RFO. These sessions may include oral presentations, solution/product demonstrations, and integration discussions with other Service Component Providers.

TxDOT, in its discretion, may also hold a series of Integration sessions between select Respondent(s) and TxDOT Service Component Providers, to align the proposed solutions with current offerings as well as with potential Service Component Providers responding to other related solicitations. To facilitate these sessions, the State may distribute Respondent Solution Document to participants as appropriate.

NOTE: The Solution Document or other Response material will not be shared with other Respondents during the solicitation process. After Contract Award, TxDOT will follow the process described in [**Section 3.13 Public Information**](#).

Respondent must not mark any of the Respondent Solution Document as confidential or copyright material. Failure by Respondent to allow such distribution of its solution may disqualify the Respondent from inclusion in further procurement discussions.

This RFO is intended to provide Respondent with enough information to build its Response, but it is the Respondent's responsibility to obtain any additional information deemed necessary for the Respondent to meet its obligations under the terms of this RFO. Respondents participating in Clarification sessions will submit a written Due Diligence plan to TxDOT as part of its amended Response.

4.4. Revised Offer

After the initial scoring, TxDOT may determine which responses may reasonably be considered for award selection and, at its discretion, may narrow the field of respondents that may participate in subsequent evaluation activities such as additional discussion sessions or a Revised Offer process. To the extent that the Revised Offer process is employed, TxDOT will evaluate revised offers in a manner consistent with the established best value scoring criteria.

TxDOT reserves the right to continue to evaluate Responses until such point as the best value, as defined by Texas Government Code, sections 2157.003 and 2155.074, is obtained for the State.

4.5. Negotiations

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

4.6. Award of Contract

TxDOT reserves the right to make award or awards to best serve the interest of the state.

Award will be made to the respondent(s) providing the best value to the state. Any award for this RFO will be posted under solicitation number in the header of this document on the ESBD, <http://www.txsmartbuy.com/sp>, upon execution of a Contract. All Responses and working papers

pursuant to this RFO are not subject to disclosure under the Public Information Act until all Contracts resulting from this RFO have been executed.

The issuance of this RFO does not imply that TxDOT is making an offer to do business with any RFO recipient or Respondent. No agreement or other binding obligation on TxDOT is implied or will occur unless and until a definitive agreement is executed. The issuance of this RFO and the submission of the Respondent's Response do not create any obligation upon TxDOT to purchase goods or Services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.