



Texas Department of Information Resources

Department of Information Resources

Request for Offer

COOP2025SOL-00004

Cybersecurity Products and Services

Issued: December 19, 2025

Responses Due: February 20, 2026 2:00pm CT

Commodity Item	Commodity Item Description	Commodity Class	Commodity Class Description
29	Data/File Security Hardware/Software, to Include Encryption	204	COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS
55	Inventory Management Software, Microcomputer	208	COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLOUD-BASED (PREPROGRAMMED)
78	Redaction, De-identification Software	208	COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLOUD-BASED (PREPROGRAMMED)
81	Software For Computer Software Training, Microcomputer	208	COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLOUD-BASED (PREPROGRAMMED)

88	Software, Monitoring, Microcomputer	208	COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLOUD-BASED (PREPROGRAMMED)
89	Threat Alert Software, Microcomputer	208	COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLOUD-BASED (PREPROGRAMMED)
90	Utilities: Back-up, Batch File, Firewall, Menus, Operating System, Network Operating System, Network Management, Recovery, Screen, Security, Virus Protection	208	COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLOUD-BASED (PREPROGRAMMED)
24	Biometric Authentication System Software, Mainframes and Servers	209	COMPUTER SOFTWARE FOR MAINFRAMES AND SERVERS, PREPROGRAMMED
91	Utilities: Back-up, Batch File, Menus, Network Management, Operating System, Recovery, Screen, Security, Virus Protection, etc., Mainframes and Servers	209	COMPUTER SOFTWARE FOR MAINFRAMES AND SERVERS, PREPROGRAMMED
34	Communication Security Systems	838	TELECOMMUNICATIONS AND CELLULAR EQUIPMENT, ACCESSORIES AND SUPPLIES
93	Security and Safety Consulting	918	CONSULTING SERVICES
37	Networking Services, Including Installation, Security, and Maintenance	920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
22	Card Access Security Services	990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES, INCLUDING DISASTER DOCUMENT RECOVERY
28	Document Recovery Services, Disaster, Including Paper Documents, Film, Tapes etc.	990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES, INCLUDING DISASTER DOCUMENT RECOVERY
48	Identity Theft Protection and Data Security Services	990	SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES, INCLUDING DISASTER DOCUMENT RECOVERY

NIGP Commodity Codes Table for COOP2025SOL-00004

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1. INTRODUCTION

1.1. Purpose

- A. The Texas Department of Information Resources (DIR) invites interested parties that meet the qualifications of this Request for Offer (RFO) to submit offers regarding their capability to provide Cybersecurity Products and Services to Eligible Customers, acting by and through DIR (the submitting parties "Respondents" and the submissions "Responses").
- B. As a result of this RFO, DIR expects to receive and evaluate Responses and select one (1) or more qualified Respondents with whom to enter into negotiations and award a Master Cooperative Contract (each such Respondent a "Successful Respondent"). RFO **Section 4 EVALUATIONS, NEGOTIATIONS, AND AWARD** contains more information regarding evaluation and Respondent selection process. DIR reserves the right to make a single award or multiple awards from this RFO. Master Cooperative Contracts are indefinite quantity contracts with no minimum guarantees of any purchases.
- C. For administrative efficiency for DIR and its Customers, DIR reasonably anticipates that it will award a finite number of Master Cooperative Contracts as determined by the competitive breaks created through evaluation of Responses.
- D. Capitalized terms used but not defined in this RFO have the meanings given to them in the Sample Master Cooperative Contract, attached as Attachment 1, or Appendix A, Standard Terms and Conditions, attached as Attachment 2.

1.2. Statutory Authority

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

1.3. DIR Vision and Desired Outcomes

1.3.1 DIR Background

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

1.3.2 Cooperative Contracts Program Overview

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

effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Eligible Customers include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; the legislature or a legislative agency; the supreme court, the court of criminal appeals, or a court of appeals; a public hospital, including a hospital district or hospital authority; an independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region; the Texas Permanent School Fund Corporation; an assistance organization, as defined by Section 2175.001, Government Code; an open-enrollment charter school, as defined by Section 5.001, Education Code; a public safety entity, as defined by 47 U.S.C. Section 1401; a private school, as defined by Section 5.001, Education Code; a private or independent institution of higher education, as defined by Section 61.003, Education Code; a volunteer fire department, as defined by Section 152.001, Tax Code; a governmental entity of another state; another state agency, a political subdivision of this state, a governmental entity of another state, or an assistance organization as defined by Section 2175.001.

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

1.3.3 Commodity Item Requirements

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

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

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

1.3.4 Cost Recovery

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

1.3.5 DIR Cooperative Contracts Program Historical Sales

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

Table 1: DIR Cooperative Contracts Historical Sales

	2023	2024	2025
Assistance Org	\$0.00	\$85,053.90	\$124,794.62
Higher Ed	\$4,869,290.98	\$6,845,883.46	\$12,304,508.78
K-12	\$14,101,417.70	\$12,756,452.99	\$12,668,153.98
Local Government	\$14,393,767.79	\$26,629,962.73	\$28,391,837.81
Out of State	\$410,477.67	\$338,017.82	\$337,948.00
State Agency	\$10,482,369.97	\$16,309,482.80	\$16,221,410.01
Total:	\$44,257,324.11	\$62,964,853.70	\$70,048,653.20

Source: DIR Data Warehouse

1.3.6 Current Contracts

DIR currently has multiple contracts to provide Cybersecurity Products and Services. Table 2 Cybersecurity Products and Services Sales Volume by DIR Fiscal Year shows the total sales volume sold through the Cybersecurity Products and Services contracts for fiscal years 2023, 2024, and 2025.

Table 2: Cybersecurity Products and Services - Sales Volume by DIR Fiscal Year

FY 2023 Sales	FY 2024 Sales	FY 2025 Sales
\$44,257,324.11	\$62,964,853.70	\$70,048,725.20

Source: DIR Data Warehouse

2. SCOPE

2.1. In-Scope Products and Services

- A. DIR intends to contract with Successful Respondent(s) to provide Cybersecurity Products and Services.
- B. Respondent is responsible for ensuring the products and services proposed are within the scope of this RFO.
- C. DIR may modify the scope of this RFO through an Addendum. Respondent is responsible for monitoring ESD for Addendum updates and making any necessary adjustments to its response.

2.1.1 Products

Products may include but are not limited to:

1. Endpoint Security

- a. Antivirus and anti-malware software

- b. Endpoint Detection and Response (EDR)
- c. Extended Detection and Response (XDR)

2. Network Security

- a. Firewalls
- b. Intrusion Detection and Prevention Systems
- c. Domain Name System (DNS) Protection
- d. Network encryptors
- e. Network Detection and Response (NDR)

3. Data Security

- a. Data Loss Prevention (DLP)
- b. Data encryption tools
- c. Key management systems
- d. Data masking and discovery

4. Application and Cloud Security

- a. Vulnerability scanners
- b. Software security platforms
- c. Cloud security solutions

5. Identity and Access Management (IAM)

- a. Authentication services
- b. Password auditing tools
- c. Secrets management tools

6. Operational Security

- a. Security Information and Event Management (SIEM) systems
- b. Security, Orchestration, Automation, and Response
- c. Threat detection platforms
- d. Penetration testing tools
- e. Email and Messaging security
- f. Mobile threat defense

7. AI Security

- a. AI System Protection
- b. Deepfake Detection
- c. AI Redaction

8. Security Governance, Risk, and Compliance

- a. Security Posture management platform

- b. Security risk management platform
- c. Third-party risk management platform
- d. Compliance management platform

2.1.2 Services

Services may include but are not limited to:

1. **Resource, Asset, and Data Protection and Tracking**
 - a. Identify and manage configuration of hardware and software
 - b. Manage hardware and software security vulnerabilities
 - c. Protect and manage sensitive data
 - d. Prevent and mitigate loss or breach of classified information
 - e. Media protection sanitization, marking, storage, transport, and use
 - f. Asset discovery
 - g. Data backup
 - h. Data replication
 - i. System recovery
 - j. Spam protection
 - k. Input validation
 - l. Error handling
 - m. Flaw remediation
 - n. Memory protection
 - o. Vulnerability remediation
 - p. Incident response and mitigation
 - q. Incident reporting
 - r. Sandbox development and testing
 - s. Malicious code protection
 - t. Virtual Private Networks (VPN)
 - u. Virtual system and infrastructure design, implementation, management and support services
 - v. Encryption
 - w. Cryptography, including key establishment and management

- x. Data leak protection (DLP)
 - y. Configuration Management Database
 - z. Maintenance tools
2. **Endpoint, Network, and Cloud Security**
- a. Endpoint detection and response (EDR) platforms
 - b. Endpoint protection platforms (EPP)
 - c. Identify and monitor incidents through data collection and analysis
 - d. Continuous scanning for evaluation of vulnerabilities and threats
 - e. Penetration testing to identify possible exploitation pathways and validate strength of defenses
 - f. Provide protection of data and services for user devices, network components, applications, and virtual/cloud/systems.
 - g. Port and service lockdown
 - h. Application portioning
 - i. Security function isolation
 - j. Networks disconnect
 - k. Transmission confidentiality and integrity
 - l. Time synchronization
 - m. Access control, including port security and MAC address filtering
 - n. Network interface management
 - o. Network boundary protection
 - p. Network segmentation and segregation
 - q. Network monitoring
 - r. Network mapping
 - s. Event logging
 - t. Remote access security
 - u. Network capability and stress testing
 - v. Cloud compliance with cybersecurity framework standards (ISO, NIST, etc.)
 - w. Secure file sharing
 - x. Intrusion Protection/Prevention Systems (IPS)

- y. Firewalls, include Web application firewalls (WAF)
3. **Authentication and Authorization**
- a. User and system identity management
 - b. Credential management
 - c. User permissions management
 - d. Configuration management
 - e. Identity proofing
 - f. Identity theft protection
 - g. Multi-Factor Authentication (MFA)
 - h. Hardware inventory management
 - i. Software inventory management
 - j. Identity and Authentication Management (IAM)
 - k. Privileged Identity Management and Privileged Access Management (PIM/PAM)
 - l. Password management
4. **Threat Detection and Security Monitoring**
- a. Provide against data loss and theft
 - b. Protect against data loss and theft
 - c. Vulnerability scanning and management
 - d. Data flow mapping
 - e. System use monitoring
 - f. Anomaly and event detection
 - g. Intrusion detection and prevention
 - h. Threat Intelligence Analysis
5. **Forensic and Incident Response**
- a. Baseline establishment
 - b. Network Architecture Documentation
 - c. Change control
 - d. Incident response planning and preparedness

- e. Incident response management and recovery
- f. Forensic investigative and examination

6. **Training and Awareness**

- a. Provide cybersecurity awareness training
- b. Cybersecurity program evaluation
- c. Governance development, including policy, processes, and procedures
- d. System maintenance policy and procedures
- e. Cybersecurity risk assessment and management
- f. Response planning and communications
- g. Cybersecurity improvement
- h. Contingency planning and training
- i. Incidence response training
- j. Cybersecurity training software and services

2.1.2.1 **Related Services**

Related services are any value-added service that Respondent may perform as related to the products proposed in **RFO Section 2**. Related services include, but are not limited to, product installation, integration, maintenance and support, managed services and product training.

2.1.3 **Emerging Technologies**

DIR recognizes that technology is ever evolving and advancing. DIR reserves the right to consider the addition of services to support emerging technology such as Artificial Intelligence (AI and Machine Learning (ML), Blockchain, Quantum Computing and upgrades for products or services that are within the scope of COOP2025SOL-00004. Successful Respondent may propose such services/service categories throughout the term of the Contract. In order to meet the needs of Customers, DIR may request the addition of services within scope of COOP2025SOL-00004 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion, and any decision will be final.

2.2. Exclusions/Out of Scope

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

- A. Products and services that are not advertised in the NIGP Commodity Codes Table on the title page of this RFO.
- B. Related services only (installation, maintenance, support, training, etc.) without also providing an associated product or service within scope.
- C. Custom application development services.
- D. Deliverables-Based Information Technology Services (DBITS).
- E. Cloud Broker Services.
- F. Cloud Assessment Services.
- G. Professional or consulting services as defined in Chapter 2254 of the Texas Government Code.
- H. Products identified on the State of Texas Prohibited Software/Applications/Developers (manufacturers) list posted at:
<https://dir.texas.gov/information-security/prohibited-technologies>
- I. Telecommunications services, including any telecommunications services offered in a contract awarded by DIR under a Texas Agency Network (TEX-AN) procurement.

2.3. Pricing

- A. Respondents must comply with the requirements of this RFO as written, and price Responses accordingly. DIR strongly discourages any Respondent from indicating that it does not agree or does not comply with a provision because the Respondent is unwilling to price it (for risk, liability, or any other reason).
- B. For purposes of obtaining pricing and evaluating the responses to this RFO, Respondents shall price and discount any products, services, or related services submitted in response to this RFO by using Exhibit E Pricing Sheet.
- C. Respondents must respond as follows to the Exhibit E Pricing Sheet for each product, service, and related service included in the Response. Failure to respond as instructed may result in rejection of the incorrectly submitted product, service, or related service, or disqualification of the entire Response, as determined in DIR's discretion.
- D. For purposes of this RFO, there are four tabs identified below that are in Exhibit E Pricing Sheet. Respondents shall complete all tabs which are applicable to their Response. See Instructions Tab in Exhibit E Pricing Sheet for completing each tab.

Tab1: Instructions

Tab 2: Products

Tab 3: Services

Tab 4: Volume Discount

- E. For purposes of this RFO, there are four tabs identified below that are in Exhibit E Pricing Sheet. Respondents shall complete all tabs which are applicable to their Response. See Instructions Tab in Exhibit E Pricing Sheet for completing each tab.
- F. Respondent may propose by product/service, category of product/service, or brand, if the discount off MSRP/List Price is the same for that product/service, category of product/service, or brand. If a Respondent proposes by brand, Respondent may not enter the name of a distributor or wholesaler in lieu of the brand name.
- G. The Customer price shall include all shipping, handling fees, and DIR Administrative Fee.
- H. DIR encourages Respondents to offer volume pricing or discounts.

2.3.1 Pricing Information in Tech4TX

- A. In addition to submitting a completed **Exhibit E Pricing Sheet**, Respondents **must submit product pricing for all products included in a Response in Pricing Information in Tech4TX**. Failure to respond as instructed may result in rejection of the incorrectly submitted product or disqualification of the entire Response, as determined in DIR's discretion.
- B. **Respondents must submit the discounts in the Pricing Information in Tech4TX** by entering line items or uploading the pricing spreadsheet.
- C. The price to the Customer shall include all shipping and handling fees.
- D. Tech4TX Pricing fields include but are not limited to:
 - i. **Product Category** Respondents must enter the product category of the proposed brand. Example: Case Management Software
 - ii. **Brand Name:** Respondents must select the brand name of the proposed products. Example: Sony. The brand name must be submitted as spelled in the general marketplace. Example: HoverCam is correct. Hover Cam is incorrect. Respondents may not enter the name of a distributor or wholesaler in lieu of the brand name of the proposed product. Providing the name of a distributor or wholesaler in lieu of the brand name of the proposed product may result in rejection of the incorrectly submitted brand or disqualification of the Response.
 - iii. **Discount off MSRP or List Price:** Respondents must provide the discount for each detailed line item and each proposed brand. Respondents proposing more than one discount for the same brand must enter the total average discount for that brand.
- E. Instructions on how to submit a response are included in Attachment 4 Tech4TX Response Submission Instructions.

2.4. Electronic and Information Resources (EIR) Accessibility

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR's state agency and Institution of Higher Education Customers must procure EIR that complies with the accessibility standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the [Worldwide Web Consortium WCAG 2.1 AA](#) technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. All associated documentation must also be in an accessible format. Examples of accessible format include: properly formatted PDFs created by exporting documents instead of creating a jpeg file; alt text for images; keyboard-only navigation; color contrast; compatible with zoom magnification; graphics include labels and do not rely solely on color.
- B. Accordingly, all Respondents must provide accessibility documentation (when applicable) in an accessible format:
1. For each commercial product (also referred to as commercial off the shelf or COTS), and service products such as Software as a Service (SaaS), Platform as a Service (PaaS), and any other managed services that include a user interface, a completed Accessibility Conformance Report (ACR) or the specific URL to view the ACR online. See **Section 2.4.1** for detailed requirements.
 2. For non-product offerings (such as IT related development services, services that include user interfaces, managed services, online components, etc.), a Vendor Accessibility Development Services Information Request (VADSIR), which documents Respondent's capability or ability to produce or customize accessible applications and websites. See **Section 2.4.2** for detailed requirements. Support documentation and documentation as part of the final deliverable must be provided in an accessible format.
 3. The Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment. See **Section 2.4.3** for detailed requirements.
- C. Responses with missing or incomplete required accessibility documentation will receive a failing score for the EIR accessibility evaluation and may be disqualified.

2.4.1 ACR Submission and Review

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

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

2.4.2 VADSIR Submission and Review

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

2.4.3 PDAA Submission and Self-Assessment Score

- A. **All Respondents** must complete **Exhibit I PDAA Self-Assessment Questionnaire** for responses that include technology products or services. The PDAA generates a self-assessment score which is an indicator of the Respondent's organizational accessibility maturity or how the organization has implemented accessibility best practices within its operations and business processes. The PDAA is an organizational assessment, not an assessment of products or services listed in the Response
- B. PDAA score will be included in the evaluation. A missing, incomplete, blank, or zero-score PDAA will receive a failing score and may be disqualified.

2.5. Form of Contract

2.5.1 Sample Master Cooperative Contract and Terms Negotiation

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

2.5.2 Requesting Exceptions

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

2.6. Term of Contract

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

3. GENERAL SOLICITATION INFORMATION

3.1. Point of Contact

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

Carl Jackson
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
E-mail: carl.jackson@dir.texas.gov

- B. Respondents shall make no contact concerning this RFO with other DIR personnel, except as permitted by the point of contact. **Failure to comply with this requirement at any point prior to contract award may result in disqualification.** This restriction

does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement. Contact with DIR Business Outreach Coordination is allowed solely for the purpose of addressing VetHUB Subcontracting Plan (HSP) Form questions.

3.2. Response Integrity

- A. To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:
 - 1. A competitor of the Respondent; or
 - 2. Any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent;
or
 - 3. A related entity of the Respondent engaged in the same line of business as the Respondent.
- B. This prohibition is in effect during the preparation of the Response and while the Response is pending with DIR, including the negotiation and finalization of any resulting Master Cooperative Contract. The term "related entities" includes, but is not limited to, affiliates, subsidiaries, associates, branches, and divisions. It does not include entities that may occasionally enter into teaming agreements with one another to provide services under a contract with a third party but otherwise have no legal relationship with each other.
- C. When a related entity of the Respondent (whether related at the time Responses are due or at any time thereafter) submits a competing Response, DIR may require additional information to ensure each separate Response is independent. Failure to provide or fully disclose all such information may, at DIR's discretion, disqualify Respondent or result in the termination of any resulting Master Cooperative Contract.

3.3. Schedule of Events

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

Table 3: Schedule of Events

Date/Time	Activity
December 18, 2025	Publish RFO on Electronic State Business Daily
January 8, 2026, 1:00 PM (CT)	Optional Webinar
January 15, 2026, 5:00 PM (CT)	Deadline for submitting questions
February 19, 2026, 2:00 PM (CT)	Deadline for DIR to receive Respondent references Deadline for submitting Responses to RFO
March 2026 – until completed	Evaluation of responses, negotiations, and contract execution

3.3.1 Optional Webinar

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

https://www.zoomgov.com/webinar/register/WN_mtaXx7sMRRmhz8-ObpjEVQ

3.3.2 Written Questions and Answers

- A. Respondents may submit all questions regarding this RFO through Tech4TX. **Questions regarding this RFO will be accepted until the date and time specified above in 3.3 Schedule of Events.**
- B. Official answers will be posted as an Addendum to this RFO, on the Electronic State Business Daily (ESBD), available at <http://www.txsmartbuy.com/esbd>.

- C. By submission of a question, potential Respondents acknowledge that the applicable question will be posted with each answer; therefore, potential Respondents should not include any confidential or proprietary information in such questions. DIR will not publish the identity of any potential Respondent that submitted any particular inquiry.
- D. Wherever possible, DIR encourages Respondents to use this process to resolve any questions regarding this RFO rather than submitting assumptions or exceptions with its Response. DIR will make a good faith effort to answer all questions submitted. However, DIR may decline to provide substantive answers to questions that are vague, overly broad, or unrelated to this RFO, or may refer potential Respondents to previous answers to similar questions as appropriate.

3.4. VetHUB Subcontracting Plan (HSP) Form

Respondent must complete and submit with its Response a signed VetHUB Subcontracting Plan (HSP) Form. The form can be found at the following link under Procurement Files:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>. Pursuant to VetHUB Subcontracting Plan (HSP), the identified goal is 26.0%.

3.5. Successful Respondent Qualifications

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

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

3.5.1 Federal Requirements

- A. State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Respondent listed in the prohibited vendor list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control ("Terrorism List") shall not be awarded a Master Cooperative Contract as a result of this RFO. Any Successful Respondent must agree that if at any time during the term of the Master Cooperative Contract the Successful Respondent is listed on the Terrorism List, the Successful Respondent shall promptly notify DIR. As part of DIR's contract management, periodic

checks will be performed to ensure Successful Respondent remains in compliance with these federal requirements. DIR shall have the absolute right to terminate the Master Cooperative Contract without recourse in the event the Successful Respondent becomes listed on the Terrorism List.

- B. Should any Successful Respondent become suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, the Successful Respondent's Master Cooperative Contract may be terminated without recourse.
- C. Successful Respondents shall comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under a Master Cooperative Contract.
- D. The Education Department of General Administrative Regulations (EDGAR) are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014. EDGAR encourages the use of cooperative agreements for procurement or use of common or shared goods and services in order to foster greater economy and efficiency. DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code Sections 2054 and 2157. If Successful Respondent provides evidence of its EDGAR compliance that DIR, to the best of information and belief, finds to be satisfactory, then DIR may identify Successful Respondent as certifying that all or a portion of Successful Respondent's listings are EDGAR eligible, and DIR may then permit Successful Respondent to so identify all or part of its offerings on Successful Respondent's DIR website. In such cases, upon request from an Eligible Customer, Successful Respondent must complete EDGAR certification affirmation forms to satisfy such Eligible Customer's requirement. Respondents may submit a completed **Exhibit H EDGAR Certification Form** with the Response to demonstrate evidence of EDGAR compliance.

3.5.2 Successful Respondent Performance and Debarment

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

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

3.5.3 Required Respondent and Subcontractor Current and Former State Employee Disclosures

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

3.5.4 Letters of Authorization

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

3.6. Response Deadline and Submission Requirements

- A. Respondents are required to submit Responses in accordance with the requirements outlined in this RFO. Responses must be received by DIR on or before **the date and time specified in Section 3.3 Schedule of Events**. **Late Responses will be rejected.**
- B. The system clock in the Tech4TX VIS is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped electronically in Tech4TX or, if accommodation is granted by DIR, in accordance with the instructions provided when the accommodation is approved.

3.7. Response Instructions

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

3.7.1 Tech4TX Vendor Portal

DIR's Tech4TX Vendor Portal (Tech4TX) provides prospective Respondents with the ability to create a profile that supports the key functions required during the solicitation Response process. The high-level processes associated with the portal include vendor account/profile creation, vendor contact creation, vendor account management, and Response submission. In addition to the account management and solicitation response capabilities enabled by the Tech4TX portal, Respondents will be able to view open solicitations.

3.7.1.1 Tech4TX Account Request Process

- A. Before users can access any of the Tech4TX portal functionality, they will be required to provide login credentials to access a new or existing account. Respondents may access the Tech4TX Portal via <https://texasdir.appianportalsgov.com/vendor-management> and enter in their access credentials. If a potential Respondent does not yet have login credentials, the Respondent should request one by clicking the "Register" button that is located on the login page. Interested parties should not wait until the closing date to begin the process of creating an account.
- B. Instructions for account access and using the Tech4TX portal to submit solicitation response are located in Attachment 3: Tech4TX Account Set-Up Instructions and Attachment 4: Tech4TX Response Submission Instructions in the RFO documents.

3.7.1.2 Solicitation Response Requirement

- A. **Any Respondent to this RFO must submit their Response through Tech4TX unless other arrangements are approved by DIR in advance of the RFO due date and time.** Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in **Section 3.1 Point of Contact**. Please allow at least five (5) Business Days for response.
- B. Respondents shall follow the specific naming conventions detailed in this RFO. For electronic files, the Respondent must use a three-letter identifier preceding each named file (e.g., Big Service Company, Inc., "BSC"). This three-letter identifier shall replace the "ABC" referenced in the file names below. **All files submitted by the Respondent should use the same three-letter identifier.**
- C. Non-submission of any of the requested information may disqualify the Respondent's Response from further consideration by DIR.

3.7.2 No Marketing Materials Desired

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

3.7.3 Response Documents

3.7.3.1 Response Certification Form

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

3.7.3.2 Exhibit B Respondent History and Experience

- A. Respondent shall complete **Exhibit B Respondent History and Experience**, providing information regarding its past relevant experience.
- B. Respondent shall not refer to information provided elsewhere in the Response or reference website links.

3.7.3.3 Respondent may expand sections of **Exhibit B Respondent History and Experience** to answer questions but may not create a different document for submission.

3.7.3.4 Exhibit C Customer Marketing and Support Plan

- A. Respondent shall complete **Exhibit C Customer Marketing and Support Plan**, providing information regarding its past relevant experience.
- B. Respondent shall not refer to information provided elsewhere in the RFO Response or reference website links.

3.7.3.5 Respondent may expand sections **of Exhibit C Customer Marketing and Support Plan** to answer questions but may not create a different document for submission.

3.7.3.6 Exhibit F Respondent References

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

3.7.3.7 Exhibit A1 Exceptions Table – Requesting Exceptions to Requirements

- A. The required standard terms and conditions that will be included in any Master Cooperative Contract awarded as a result of this RFO are contained in the Sample Master Cooperative Contract included as **Attachment 1** and **Appendix A Standard Terms and Conditions** included as **Attachment 2**.
- B. DIR expects each Respondent to comply with the requirements of this RFO as written. Respondents are encouraged to not request exceptions to standard contract terms and conditions.
- C. However, if a Respondent cannot comply with a term of the Master Cooperative Contract and its Appendices, Respondent may take exception to such term and must propose alternative language in the Response through the instructions outlined in this Section. Exceptions to the RFO document itself are prohibited.
 1. Failure to abide by these instructions may result in DIR rejecting all exceptions submitted by the Respondent.
 2. DIR may disqualify a Respondent based on any individual exception or combination of exceptions if, in DIR's discretion, Respondent's exceptions are excessive or unlikely to be resolved to DIR's satisfaction. Exceptions will be considered by DIR in determining best value for the State.
 3. DIR, in its discretion, may or may not accept a Respondent's requested exceptions.

- D. Respondents must submit any exceptions using **Exhibit A1 Exceptions Table** and name it "Respondent Name_xxx_Exceptions" (where "xxx" is the Respondent entity's name. The name can be abbreviated/acronym format but should be easily associated with the Respondent.) No other formats will be considered.

Exceptions must include:

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

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

- E. Any requested exceptions to the standard contract terms and conditions must include a legally sustainable reason for the exception; exceptions submitted without a legally sustainable reason will not be considered. Examples of nonresponsive explanations include:

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

- F. If Respondent fails to note any exception within its initial Response, the Respondent will not be allowed to request an exception later in the procurement process. No new exceptions will be considered after an initial Response has been submitted.

- G. If Respondent fails to provide proposed alternate language within its initial Response, DIR will not consider the exception.

- H. If a Respondent is unable to comply with these provisions, the Respondent's Response may be subject to disqualification from further consideration. Material deviation (including excessive, additional, inconsistent, conflicting, or alternative terms) may render the Response non-responsive and may result in rejection of the Response.

- I. DIR reserves the right to make changes to the Master Cooperative Contract and its Appendices if it is in the best interest of the State to do so. Should this occur prior to the award of any Master Cooperative Contract, any Respondent selected for negotiations will be notified.

3.7.3.8 Letters of Authorization

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

3.7.3.9 Addenda to the RFO

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

3.7.4 Response Files

The following table summarizes the files to be loaded into Tech4TX in order to be considered a complete Response, with the corresponding file names.

Table 4: Response Files

RFO Reference	Form of Response
Exhibit A: Response Certification Form, see RFO Section 3.7.3.1	"ABC_00004_Exhibit A.docx"
Exhibit B: Respondent History and Experience, see RFO Section 3.7.3.2	"ABC_00004_Exhibit B.docx"
Exhibit C: Contract Marketing and Customer Support Plan, see RFO Section 3.7.3.3	"ABC_00004_Exhibit C.docx"
Exhibit D: VetHUB Subcontracting Plan (HSP) Form see RFO Section 3.4	"ABC_00004 HSP.pdf"
Exhibit E: Pricing Sheet, see RFO Section 2.3	"ABC_00004 Pricing.xlsx"
Exhibit G: Respondent Release of Liability, see RFO Section 3.7.3.4	"ABC_00004 Exhibit G.docx"
Exhibit H: EDGAR Certification Form (if applicable), see RFO Section 3.5.1(D)	"ABC_00004 EDGAR.docx"
Exhibit I: PDAA Self-Assessment Questionnaire, see RFO Section 2.4.3	"ABC_00004 PDAA.docx"
Exhibit J: ACR (VPAT), see RFO Section 2.4.1	"ABC_00004 ACR_Brand.docx" *include the actual "Brand" name in the document naming convention*
Exhibit K: VADSIR (if applicable), see RFO Section 2.4.2	"ABC_00004 VADSIR.docx"
Exhibit A1: Exceptions, see RFO Section 3.7.3.5	"ABC_00004 Exceptions.docx"

RFO Reference	Form of Response
Letters of Authorization, see RFO Section 3.5.4	"ABC_00004 LOA_Brand.docx" *include the actual "Brand" name in the document naming convention*
Tech4TX Pricing Entry for all products, see RFO Section 2.3.1	See Pricing Instructions for Details

3.8. Rejection of Responses

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

3.9. Right to Amend or Withdraw RFO

- A. DIR reserves the right to alter, amend, or modify any provision of this RFO, or to withdraw this RFO, in whole or in part, at any time prior to the award of a Master Cooperative Contract if doing so is in the best interest of the State. DIR reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.
- B. Any changes or additional information regarding this RFO will be posted as an Addendum on the ESBD, at <http://www.txsmartbuy.com/esbd>. It is the responsibility of Respondents to monitor the web site for Addenda. Respondent's failure to periodically check the ESBD will in no way release the Respondent from Addenda or additional information resulting in additional costs to meet the requirements of the RFO.

3.10. Pre-agreement Costs and Responsibilities

- A. DIR shall not be responsible or liable for any cost incurred by any Respondent in the preparation and submission of its Response to this RFO or for other costs incurred by participating in this procurement process.
- B. The issuance of this RFO does not imply that DIR is making an offer to do business with any RFO recipient or Respondent. No agreement or other binding obligation on DIR is implied or will occur unless and until a definitive agreement is executed. The issuance of this RFO and the submission of the Respondent's Response do not create any obligation upon DIR to purchase goods or services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.

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

3.11. Ownership of Responses

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

3.12. Public Information

- A. DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information. Responses of Successful Respondents will be published on DIR's website after contracts are executed, and all other Responses are subject to release upon completion of the procurement or if the procurement is terminated.
- B. If a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, Respondent must submit both a redacted and unredacted copy of its Response. In the unredacted copy, Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. Respondent may not mark its complete Response "copyrighted" or mark every page as proprietary or confidential. In addition, the Respondent must specify which exceptions are applicable and provide detailed reasons substantiating the exceptions. DIR may publish or release the redacted copy of the Response without notice to or consent from Respondent.
- C. If a Respondent fails to provide redacted and unredacted copies of its Response, or fails to specifically identify information that Respondent believes to be exempted from disclosure within its Response, then Respondent waives any and all claims against DIR for the release of such information, regardless of whether DIR provided prior notice to Respondent of such release.
- D. Pursuant to Texas Government Code Section 2252.907, Respondent is required to make any information created or exchanged with the state pursuant to a Master Cooperative Contract awarded under this RFO, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.
- E. The Office of the Texas Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act. DIR shall comply with all decisions of the OAG.

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

3.13. News Release

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

4. EVALUATIONS, NEGOTIATIONS, AND AWARD

4.1. Evaluation of Responses

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

4.2. Evaluation Criteria

4.2.1 Pass/Fail Criteria

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

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

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

- B. Completion and signing of a VetHUB Subcontracting Plan (HSP) Form; and
- C. Compliance with applicable provisions of Sections 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Texas Government Code. Respondents may fail this criterion for any of the following reasons:
 1. A score of less than "C" in the Vendor Performance System;

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

4.2.2 Weighted Evaluation Criteria

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

4.3. Negotiations

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

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

4.4. Award of Master Cooperative Contract

DIR shall make the decision to award a Master Cooperative Contract if it is in the best interest of DIR and the State to do so. DIR's decision on any award is final. Any award for this RFO shall be posted under requisition number RFO COOP2025SOL-00004 on the ESD, <http://www.txsmartbuy.com/esbd>, upon execution of a Master Cooperative Contract. All Responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all Master Cooperative Contracts resulting from this RFO have been executed.

4.5. Protest Procedures

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

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

End of RFO