



Best and Final Offer, dated January 8, 2021

Texas Workforce Commission (TWC)

Statement of Work

for

Taleo Implementation Project

SOW Number: 3202100027

Technology Category: Software Implementation

Date Issued: November 12, 2020

Anticipated Schedule of Events

November 12, 2020	Issuance of SOW
November 16, 2020	Deadline for Submission of Questions, 5:00pm, CST
November 18, 2020	Release of Official Responses to Questions, 5:00pm, CST (or as soon thereafter as practical)
November 24, 2020	Deadline for Submission of Offers, 5:00pm, CST Late Offers will not be considered.
December 14, 2020	Offer Award Date
March 31, 2021	Implementation Date (or as soon thereafter as practical)

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1 Glossary of Acronyms and Terms

Acronym/ Term	Description/Definition
AES	Advanced Encryption Standard
BAFO	Best and Final Offer
CAPPS	Centralized Accounting and Payroll/Personnel System
CISO	Chief Information Security Officer
CPA	Comptroller of Public Accounts
Change Order	Document authorizing deliverables or work being added to or deleted from the original scope of work of a contract.
Change Request	A formal proposal to modify the project scope, cost and/or schedule.
DCS	Data Center Services
DED	Deliverables Expectations Document, TWC IT Handbook Form 905.04
DIR	Department of Information Resources
EIR accessibility	Electronic and Information Resources accessibility
Interface	A shared boundary across which two separate components of a computer system exchange information.
IT	Information Technology
IV&V	Independent Verification and Validation
LAN	Local Area Network
NSA/CSS	National Security Agency-Central Security Service
PII	Personally Identifiable Information
SPI	Sensitive Personal Information
SaaS	Software as a Service
SHA	Secure Hash Algorithm
SOW	Statement of Work

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Acronym/ Term	Description/Definition
TLS	Transport Layer Security
TCC Scripts	Oracle Taleo Connect Client Scripts
TWC	Texas Workforce Commission
TWC Data	All data entered the Awarded Vendor-supplied solution, either by Texas Claimants, Employers, TPAs, TWC Staff, local users, or other State of Texas staff is the property of the Texas Workforce Commission.
WIT	WorkInTexas.com (Internet self-service job matching system) A website that provides recruitment assistance to Texas employers and job search assistance to anyone seeking work in Texas.
WBS	Work Breakdown Structure
DAR*	Dynamic Approval Routing
SDLC*	Software Development Life Cycle
CRP*	Conference Room Pilot
SIT*	System Integration Test
UAT*	User Acceptance Test
OLF*	Organization-Location-Job Field
OFCCP*	Office of Federal Contract Compliance Programs
Infolob Response/Confirmation: All acronyms listed above are understood.	

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2 Background

TWC is in the process of upgrading their current PeopleSoft Human Resources application to the "CAPPS PeopleSoft version", which is maintained by the Comptroller of Public Accounts (CPA). House Bill 3106, 80th Leg., R.S.,(2007) amended Texas Government Code Section 2101.036 to provide the CPA the authority to require state agencies to use the statewide CAPPS version. TWC's existing PeopleSoft Recruiting module is not supported in CAPPS, so as part of this software upgrade project, TWC acquired a subscription for the following: Oracle Talent Acquisition Cloud Service, Oracle Taleo Scheduling Cloud Service-Hosted, Additional Test Environment for Oracle Taleo Cloud Service, and Oracle Taleo Enterprise for U.S. Government Cloud Service. The Taleo products replace the PeopleSoft Recruiting module and aligns with CPA's Taleo implementation and guidance to state agencies for addressing their recruiting business needs.

Infolob Response: Infolob understands that the Taleo product has been procured and is available. Infolob must be able to access the environments on day 1. User id and password must be provided and in working order. Infolob also assumes that the Oracle Taleo configuration will NOT differ from that of CPA's.

2.1 Summary of Requested Services

TWC is seeking a DIR services vendor to implement the above Oracle Taleo software products and leverage CPA's existing Taleo configuration. The implementation is to deliver an integrated applicant tracking solution and includes Taleo configuration, integration with CAPPS, testing, training, and technical support.

The DIR vendor shall provide the deliverables TWC has defined in this Statement of Work (SOW). The Implementation Project will include involvement of TWC resources in order to meet the deliverables and project schedule. TWC will provide a centralized point of contact to direct TWC's resources.

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TWC requires a Taleo system that is user friendly, intuitive, and employs a comprehensive approach in meeting all recruiting, on-boarding, and affirmative action requirements. The system should allow job openings to be easily posted and managed. The system should provide extensive search and reporting capabilities. TWC requires the Taleo system to work for both external applicants (people who do not work for TWC) and internal applicants (people currently working at TWC trying to transfer to another position). All data transmitted in the system, by applicants, employees, hiring managers, and/or HR staff must be secure.

Taleo is a Software as a Service (SaaS) product with proven security, accessibility, scalability, and performance. It runs from the Oracle data center. TWC's instance of Taleo has one (1) Production environment and two (2) Test environments.

The Taleo system in use by the CPA aligns very closely to what is needed by TWC. TWC expects to obtain copies of all CPA Taleo Configuration Books and CPA Taleo Integration Scripts to help support this TWC implementation effort. The CPA's Taleo Home Page URL is located [here](#). The CPA Taleo Configuration will be provided to the Awarded Vendor for use on this project.

TWC does not anticipate any significant variance from these configurations in use by the CPA. The Awarded Vendor should not expect a project need for extensive Taleo requirements discussions with business owners at TWC, since these business needs align with CPA and are represented in CPA Taleo configurations. The Awarded Vendor will implement Taleo to provide the key functions detailed in Section 4.1, Scope of Work Includes, of this SOW.

Infolob Response: Infolob understands the background and scope of services iterated in this section. Infolob will utilize the existing CPA Taleo configurations as baseline for this project. Any deviations to these requirements will be agreed upon during the prototyping phase of the project. It is also assumed that requirement variance will be less than 10% of the existing configurations.

It is also assumed that the Taleo environments- 1 Production and 2 non-production environments – have been maintained with the most up to date patches that are provided by Oracle Corporation. If the 3 environments have not been maintained, project timeline may be at

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risk with sole responsibility on TWC. Additional cost and effort may be required. The Taleo implementation will happen on the latest and Fluid Recruiting version.

The DIR contract number is DIR-TSO-4158 for the purposes of this SOW. This is an Oracle contract with Department of Information Services (DIR) with Infolob as an approved vendor/reseller. The terms of the DIR contract shall control this agreement.

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3 Standards and Guidelines

3.1 Data Privacy and Cyber Security

All data must remain in the United States' contiguous forty-eight (48) states and meet stringent Data Privacy and Cyber Security requirements. The Awarded Vendor must also adhere to these practices which include, but are not limited to:

3.1.1 Confidential Information

Ensuring the protection of TWC confidential information, including Personally Identifiable Information ([PII](#)), and Sensitive Personal Information (SPI) from unauthorized disclosure, unauthorized access, and misuse at a minimum in accordance with the [NIST](#) Special Publication 800-122, Guide to Protecting the Confidentiality of [PII](#) (<https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-122.pdf>) through the implementation of controls such as role-based access controls or encryption at rest and in transit.

Infolob Confirmation: *Infolob understands the comments.*

3.1.2 Encryption

Complying with TWC's minimum encryption of [FIPS](#) 140-2 validated 256-bit AES and cryptographic hash function of SHA-256.

Infolob Confirmation: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

3.1.3 Storage Devices

Ensuring any storage devices used in the solution are securely sanitized and/or destroyed prior to disposal using methods acceptable by NSA/CSS.

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Infolob Confirmation: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

3.1.4 Disposal of Data

Ensuring the disposal of data in a manner that complies with the [NIST](https://csrc.nist.gov/publications/detail/sp/800-88/rev-1/final) Special Publication 800-88, Guidelines for Media Sanitization (<https://csrc.nist.gov/publications/detail/sp/800-88/rev-1/final>).

Infolob Confirmation: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

3.1.5 Transport Layer Security

Complying with TWC's minimum cryptographic protocol of TLS 1.1 (with preference for TLS 1.2) for protecting the security and privacy of communications over a computer network including the Internet.

Infolob Confirmation: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

Security Vulnerability Assessments

Provides for Security Vulnerability Assessments and Controlled Penetration testing by TWC and/or its agent as agreed to for the duration of services of the Awarded Vendor.

Infolob Confirmation: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

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3.1.6 Data Protection

Engaging in a continuous cycle of process improvement and vigilance to assess risks, monitor and test security protection, and implement change to protect [TWC data](#).

Infolob Confirmation: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

3.1.7 TWC Chief Information Security Officer

Fully cooperating with the TWC [CISO](#) and security team in the detection and remediation of any security vulnerability of the hosting infrastructure and/or the application.

Infolob Confirmation: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

3.1.8 Texas Data Center Services Program

In 2005, the Texas Legislature, by action of House Bill 1516, 79th Leg., R.S. (2005), established the foundation of a shared technology infrastructure and directed the [DIR](#) to coordinate a statewide program to consolidate technology infrastructure services. Texas Government Code, Section 2054.391 requires state agencies included in the DCS program to use such services, unless otherwise approved by the [DIR](#) Executive Director through a DCS Exemption.

[DIR](#), in its capacity as manager of the DCS program, works with agencies to promote the use of the services, and where applicable, to determine if an exemption to any component of the program is warranted.

[DIR](#) has determined that the use of Taleo as a managed service is exempt from DCS.

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Infolob Confirmation: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

3.2 Hosted Environment - Data Ownership

In the Taleo hosted environment:

1. All data entered, interfaced, uploaded, or retrieved/received from outside sources (e.g., job postings from internet search) and uploaded in to Taleo is the property of the Texas Workforce Commission ("[TWC Data](#)").
2. [TWC Data](#) may not be released to other parties, including in aggregate form, without the express written permission of TWC.
3. At the time of termination of this Contract for any purposes, none of the [TWC Data](#) may remain with the Awarded Vendor's [staff](#), after such event.
4. Data in Awarded Vendor's custody will never be used, under any circumstances, for any purposes other than those explicitly agreed to in the contract.

Infolob Confirmation: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

3.3 Electronic Information Resources Accessibility

TWC is committed to making its IT systems and documents accessible to everyone, including people with disabilities.

All documents of any format (e.g., Word, Excel, PowerPoint, and PDF) delivered to TWC for Project deliverables, including early samples of deliverables in draft form, must meet the following accessibility requirements at the time of implementation:

- Section 508 of the Rehabilitation Act (29 United States Code ([U.S.C.](#)) 794d) (<https://section508.gov/>);

Infolob Confirmation: *Infolob understands and will abide by the Section 508.gov guidelines for Electronic Documents section listed on the site provided above.*

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- Web Content Accessibility Guidelines ([WCAG](http://www.w3.org/TR/WCAG20/)) 2.0
(<http://www.w3.org/TR/WCAG20/>), conformance level AA;

Infolob Confirmation: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

- Title 1 Texas Administrative Code, Part 10, Chapter 206
([http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=206](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=206)); and

Infolob Response: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

- Title 1 Texas Administrative Code, Part 10, Chapter 213
([http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213)).

Infolob Response: *Infolob understands and will comply to the extent consistent with DIR-TSO-4158.*

3.4 Data Governance

The Offeror must coordinate with the TWC Data Governance group and with TWC data governance best practices by setting up a change management process that will in the future provide adequate notice of changes, schedule sufficient time for testing, and allow TWC to remediate issues in any downstream systems prior to proposed changes being moved into production.

The governance process must contain:

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- A process to intake, analyze, and estimate the effort to implement modification requests;
- The delivery of regularly scheduled releases; and
- A recommended approach for configuration management.

The Offeror must describe an approach to move data between the Taleo database and TWC's reporting databases and describe processes and tools that may be used to keep data in sync. The Awarded Vendor must configure the Taleo database to track and provide ongoing daily database transactions to TWC's Data Warehouse (changes only) after the initial load. The format should work with TWC's current data warehouse software.

The Offeror must provide TWC with a database data model and data dictionary as well as documentation of business rules and processes that update Taleo data from external systems via interfaces like batch processes or web services.

The Offeror must set up audit tracking and control capabilities for data modifications and deletions from within Taleo as well as data modifications via interfaces; and must describe in detail how these features work and what flexibility customers have in terms of customizing them.

Infolob Confirmation: *Infolob understands section 3.4 – Data Governance with the following clarifications-*

1. *The scope agreed upon is for reporting ONLY from within the Oracle Taleo application. Infolob will not be transferring data to a separate reporting database.*
2. *TWC may acquire data model and data dictionary information from Oracle Corporation being as though they are the owners of the Oracle Taleo product.*
3. *Audit trail capabilities are limited to those offered by Oracle Corporation.*

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- 4. Control of data modifications and deletions from within Taleo as well as the interface may be controlled by security profiles. Access will be determined at that level*

3.5 Hosted Environment

Taleo Enterprise software hosted by Oracle meets TWC's requirement for robust solutions which address Disaster Recovery, Backup, Security, Location of Data, and Privacy. The Oracle Taleo software has been approved by DIR for a Texas Data Center Services Temporary Exemption through August 31, 2023.

Infolob Response: Not relevant for Infolob response. Environment will be hosted in its entirety by Oracle Corporation, USA.

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4 Project Scope

The following Section 4.1, "Scope of Work Includes" lists detailed functionality TWC expects as part of the Taleo Implementation Project. The list of project deliverables in-scope are described in Section 5.1, Project Deliverables.

4.1 Scope of Work Includes

Include functionality in the CPA Taleo deployment (as viewable from the internet) and from copies of CPA Configuration workbooks to be provided. CPA configuration workbooks and scripts will be made available to the Awarded Vendor. TWC will work with Awarded Vendor during project startup to refine and confirm the scope of items set forth in the table below. TWC will furnish any non-English text to be published in Taleo; e.g. Spanish language requirements.

4.1.1 Functionality expectations are listed below, unless TWC eliminates the function during Design stage. Offeror should note any scope limitations or exceptions in the Offeror Comments column below. If the Offeror accepts the scope as listed, indicate an acceptance by placing a "Yes" for each row below. Every row or Item # must contain a response in the Offeror Comments column

Item #	TWC Taleo Configuration Requirements	Offeror Comments
	EMPLOYMENT LIFECYCLE	
	Requisition & Position Configuration – Production Ready State	
1	Hiring managers, as well as Human Resources (HR), can create a requisition	Yes
2	Help feature configured for field level so hiring managers can review Help Text if they need help to create a requisition	Yes
3	Hiring managers able to delegate responsibility to another hiring manager (i.e. in the event they are on vacation or duties change)	Yes
4	Internal TWC requisitions created with separate/different approval steps from external recruitment.	Yes
5	External requisitions can be created for external candidates with the ability to design/change workflow (ad hoc) and steps of the process.	Clarification – flexibility to key positions – Yes, can be achieved.

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Item #	TWC Taleo Configuration Requirements	Offeror Comments
6	Requisitions electronically routed for an approval using TWC's approval levels/routing structures	Yes
7	Requisitions can be approved by HR if the requisition is stalled in the approval process so that it can be moved forward, even if approvals are pending	Yes
8	Email workflow capability is configured	Yes
9	Security configured to allow the associated hiring manager, recruiter, department, location, etc. to be changed after a requisition is approved or open	Yes
10	Templates are configured to support tracking various types of employment (i.e. FT, PT, Temps, contractors, interns, etc.)	Yes
Job Posting Configuration – Production Ready State		
11	Configured to provide an automated process for job posting to two job boards. (WIT and Indeed), Integration scripts (TCC) from CPA will be leveraged to expedite the WIT interface.	Yes
12	Configured to allow Hiring manager or HR to choose posting choices (i.e. internal only, internal & external at the same time, promo opportunities & inter-department opportunities)	Yes
13	Configured so employees can apply for posted openings via the TWC Intranet (our internal website) and external applicants can apply for posted openings via the Internet (TWC external site)	Yes
14	Configured for Postings to use automatic close dates and closed postings can be re-posted and edited	Yes
15	Job postings configured with User Fields for State of Texas custom data. TWC will perform field additions if the number of User Fields exceeds Offeror's scope limits.	Yes
16	Taleo configured to allow different document types for upload	Yes
17	Search configured to allow HR to search across document content for a candidate's skills and competencies to determine if they are qualified for a posted position (internal and/or external candidates)	Yes
18	Taleo "Job Agents" are setup for applicants to set criteria for auto emailing of recently posted jobs that fit their interests	Yes
19	Configured so Taleo includes a PeopleSoft Position Number with each Job Posting	Yes
20	Taleo differentiates the type of applicant (i.e. internal, external, temporary workers on site, contractors, etc.)	Yes
21	Setup so information is saved for applicants applying for a job or editing their profile so when they save, they can come back later without losing information	Yes
22	System branding is in place to advertise TWC directly from Taleo. TWC will furnish all branding content for internal and external Home Pages.	Yes
Applicant Tracking – Production Ready State		
23	Configured so applicants can view their application status (i.e. reviewed, not reviewed, does not meet minimum qualifications, etc.)	Yes
24	Setup for Section 508 Compliance with applicant input; e.g. in comments section, ability to use screen readers, etc.	Yes

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Item #	TWC Taleo Configuration Requirements	Offeror Comments
25	Taleo configured to send response letters; i.e. system generates appropriate and timely letters, notifications or emails	Yes
26	System integration working to setup interview scheduling and communication capabilities using email and MS Outlook	Yes
27	System setup supports Applicant search capabilities: by name, search by skills, experience, education, wild cards, etc.	Yes
28	System setup for "keyword search" of applicants with a certain skill set	Yes
29	Supports Recruiter ability to flag late applicants to a closed position for history/tracking purposes	Candidates cannot apply once requisition is closed, filled, or cancelled.
30	Setup to allow Candidates to check their application(s) status	Yes
31	Allows the Applicant to withdraw from a position for which they applied	Yes
32	Setup to store Applicant questionnaires and assessments. TWC will provide all content for Job Requisitions which require this to be setup	Yes
33	Security access set so each Applicant's job application history is stored and able to be reviewed. TWC will have responsibility for all Applicant data conversion (if included) into Taleo.	Yes
34	Security allows Multiple profiles (duplicates) to be merged by an TWC Administrator	Yes
35	Allow Applicant Name changes to the candidate profile after an application has been submitted	Yes
36	Audit trails are available for candidate and posting board searches when conducted by a TWC Recruiter or Taleo Administrator	OFCCP audit coverage – Yes – Taleo has this as a setting
37	Setup a process to identify former employees who were terminated to be flagged prior to interviewing or hiring actions	Yes
38	Configuration which provides real-time applicant status information to hiring managers and recruiters	Yes
39	Configuration which allows Applicants to store multiple resumes; however, recruiters and hiring managers only see the one submitted by the applicant for a specific position	Yes
40	TWC Administrator trained to understand how to configure "Knock-out Questions" to pre-screen applicants	Yes
Employee Referrals – Production Ready State		
41	System is setup to track when employees refer someone for employment and distinguishes a referrals applicant from regular applicants	Yes
42	Referrals candidates hired can be tracked using a query or report	Yes

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43	Referral process supported by the ability to send a link to a specific job opening out to potential applicants	Yes
	Vendor Relationship Management – Production Ready State	
44	Configuration to allow recruiters to link into the WIT site and compare a Taleo Job Requisition with the WIT system for a specific open position	Use multiple browsers. Taleo does have welcome page and can include link to open a new window.
45	WIT applicants for TWC positions are updated in Taleo and their applicant data can be accessed using the Taleo database	Navigate applicant to Taleo to apply. Statutory requirement all postings in WIT and apply in WIT or Taleo.
	Administration – Production Ready State	
46	System configured to provide a “note” field within the Job Requisition for internal recruiter notes about the Job Requisition	Yes
47	Recruiter Dashboard allows customization options per individual	Yes – per profile
48	Configured to support system scoring of applicant questionnaires and mandatory skills/experience. Emails can be triggered based on knock out or no fit of applicants	Yes
49	Job descriptions can be uploaded, or copy pasted, into Taleo for job postings	Yes
50	System allows HR to “inactivate” an external applicant who is ineligible for re-hire	Yes
51	Configured to provide for an Online Consent Agreement and EEO voluntary entries for AA reporting	Yes
52	System configured to include on-line pre-employment screening forms to be completed by applicant and storage of these forms by Job Req.	Yes
53	System configured to send on-line offer letters and new hire forms for completion and storage. TWC is responsible for content.	Yes
54	System support or integration with pre-screening background service companies. The scope of this integration will be driven by what CPA can provide (or not) with TCC Scripts.	Yes
55	System configured to utilize on-line e-signatures	Yes
56	System time out period for applicant entry will be changed to meet TWC business requirements	Yes
	AFFIRMATIVE ACTION (AA) SUPPORT	

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Item #	TWC Taleo Configuration Requirements	Offeror Comments
57	System configuration to assist with Office of Federal Contract Compliance (OFCCP) Internet applicant regulations by showing field(s) to identify applicant as an "Internet Applicant"	Yes
58	Configuration updates will be made to Federal Equal Employment Opportunity/Affirmative Action (EEO/AA) wording as needed to meet TWC business needs	Yes
59	System reporting to show where each applicant fell out of the process with reason codes (i.e. did not meet basic qualifications, did not respond to repeated phone calls, took another position, etc.). TWC will leverage existing CPA Taleo reports when these align with TWC business needs.	Yes
60	System configured to save previous versions of applicant data (if they change or edit application/profile) to comply with federal recordkeeping requirements	Yes
61	System configured to track and save all searches in database including date, criteria used to search, HR staff/manager's name, and results of search to comply with Internet applicant recordkeeping requirements	Included in OFCCP
62	System configuration in place to apply to an open Job Req and determine if an applicant meets "basic qualifications" such as on-line questionnaires where applicants self-qualify	Yes
63	Configuration and reporting in place to support adverse impact testing	Yes
64	System configuration to support removal of temporary and contract workers from /EEO/AA reports (no need for adverse impact testing on temps, etc.)	Yes
65	Reporting in place to support Affirmative Action Plan preparations/reporting. TWC will leverage existing CPA Taleo reports when these align with TWC business needs.	Yes
66	System can produce VETS-100 and Affirmative Action Plan (AAP) reports. TWC will leverage existing CPA Taleo reports when these align with TWC business needs.	Yes
67	Reports will be customized. TWC to take ownership of report customizations which exceed any implementation vendor scope limitation.	Yes
Recruiting Metrics		
68	Standard metric reports such as time to fill, cost per hire TWC will leverage existing CPA Taleo reports when these align with TWC business needs.	Yes
69	Reports of open requisition reports by department, division and hiring manager. TWC will leverage existing CPA Taleo reports when these align with TWC business needs.	Yes
70	Online workflow status configured to requisition approvals (and where a delay may be occurring)	Yes
71	System reporting in place to show referral source effectiveness	Yes
72	Report the number of Job Postings and Completion Rates to see the number of drop-offs experienced for each Job Posting.	Yes
TECHNICAL DEMONSTRATION		
Security Administration		
73	System configured to provide security by department level (row) security	Yes
74	System configured to provide security by recruiter (person) security	Yes

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Item #	TWC Taleo Configuration Requirements	Offeror Comments
75	System configured to provide security by manager (person) security	Yes
	Implementation Processes	
76	System implementation includes data conversion of some existing Requisition data by TWC resources. Conversion scope will be determined after Taleo project begins.	Yes
77	Resumes parsing is configured	Yes
	Interface with PeopleSoft and Work in Texas	
78	Bi-directional interface with PeopleSoft is functioning. TWC will leverage existing CPA Taleo Connect Client (TCC) scripts.	Yes
79	Configuration of the Taleo Scheduler to set frequency and delivery path of feed files is completed	Yes
80	Interface is configured between Taleo and PeopleSoft database; applicant data is transferred to the new employee CAPPS record when hired. TWC will leverage existing CPA TCC scripts.	Yes
81	There is support for table structure changes and interface programs	Yes
82	File interfaces (bi-directional for PeopleSoft and WIT) are configured to run on a set schedule (automated)	Yes

5 Deliverables: Required

Listed below are the required deliverables for this project. These deliverables show TWC's understanding of the phase when a deliverable becomes due and how it supports the project phase.

5.1 Project Deliverables

5.1.1 Required Deliverable 1: Project Planning Phase

The Project Planning deliverable completes initial planning and setup tasks for the Taleo Project. TWC will leverage CPA's Taleo version, so a reduced level of effort for Requirements Gathering and Configuration Setup Meetings with Business Users is expected. Most of this phase consists of task planning for mirroring CPA Taleo setup in the TWC Taleo instance. Planning meetings will confirm requirements completeness and accuracy to meet TWC business needs and scope the level of effort and Work Breakdown Structure (WBS).

- Activities include:
 - Review the understanding of Taleo Project Scope and approach with TWC staff and project stakeholders. Awarded Vendor will provide draft materials to the TWC Taleo Project Manager for approval a minimum of five (5) business days prior to the meeting.
 - Setup the process for collecting lessons learned throughout the project for each phase and reviewing implementation lessons learned at the end of each phase.
- The Project schedule will be developed by the Awarded Vendor in collaboration with TWC. The Go-live Cutover cannot be later than March 1, 2021. Schedule includes tasks, deliverables, dependencies and resource requirements (IT and business resources) to complete the Taleo Project. The Awarded Vendor and TWC will work together to maintain the Taleo Project schedule in Microsoft Project. The Awarded Vendor Project Manager must publish this schedule in PDF or Excel format at intervals agreed upon by TWC since a majority of TWC staff will not have Microsoft Project licenses. There will be a Knowledge Transfer Plan, including involvement of TWC staff throughout the Project to promote

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knowledge transfer and a formal system knowledge transfer to TWC's Taleo Production support staff throughout the project cycle.

Project Planning Phase Deliverables list:

1. Project Plan Staffing Plan e.g. Project WBS and Project Milestone Schedule
2. Weekly Project Status Reports, to include:
 - Attendance at project team meetings,
 - Meetings with TWC Executive Sponsors, and
3. Knowledge Transfer Plan

Infolob Response/Confirmation: Deliverables completed and signed off during the Project Planning Phase are as follows –

- a. Project plan listing milestones and tasks – project plan is a living breathing document and may be altered during the lifecycle of the project. The milestone dates should stay intact to meet the aggressive timeline.
- b. Project plan must be signed off by TWC no later than end of day January 22, 2021.
- c. There will be a daily sync up meeting and weekly project team meeting that requires mandatory attendance from TWC and Infolob PMs and SMEs.
- d. Steering Committee meetings will be scheduled on a frequency of 1 every month or once every 2 weeks – if required – to accommodate the aggressive project schedule.
- e. Knowledge Transfer Plan will be delivered and signed-off no later than end of day January 22, 2021

5.1.2 Required Deliverable 2: Prototyping Phase

This phase starts with a project team review of the Taleo functionality and how it will meet TWC's requirements. Since TWC is using CPA as the model to recreate, TWC does not require an extensive fit/gap process. TWC proposes to combine fit/gap review within prototype activities to showcase Taleo functionality. TWC will align recruiting functionality and processes to adapt to

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CPA's Taleo footprint and prototype to resolve discrepancies. Awarded Vendor staff will work with TWC Subject Matter Experts (SMEs) to configure Taleo during Business Process Prototyping Sessions. Requirements confirmation meetings will be held with the Awarded Vendor to confirm configuration information to meet TWC business practices. This includes analyzing the data flow and needed interfaces. This phase includes running scenarios of business transactions on the Taleo Test System. TWC's configuration scope is confirmed.

Prototyping Phase Deliverable list:

1. Plan and conduct a Taleo Project Kick-off Meeting to introduce Awarded Vendor
2. Gap Analysis;
3. Coordination with TWC on assessments for EIR Accessibility, CyberSecurity, and Data Governance compliance;
4. Configuration Documents; Configured System;
5. Functional Test Scripts, System Testing, User Acceptance Testing, and
6. Participation in Status Meetings.

Infolob Response: Deliverables and activities completed and signed off during the Project Prototype Phase are as follows –

- a. Project Prototype activities/tasks may overlap with the Project Planning Phase.
- b. Taleo Project kick-off meeting should be scheduled for January 12, 2021.
- c. Gap analysis/requirement confirmation sessions will begin on January 13, 2021. The requirement should be confirmed and signed off by end of day Friday, January 29, 2021.
- d. Configuration documents will be created and updated throughout the Prototype phase. Final configuration documents will be delivered in the Project Deployment Phase.
- e. Test Scripts –
 - a. Functional test scripts will be delivered within the Prototype phase and prior to SIT (System Integration Testing).
 - b. The Functional test scripts should be used as the UAT scripts.

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- c. TWC will be responsible for creating additional UAT scenarios/scripts if additional testing deviations are required.
- d. Functional test scripts can be derived by the TTT (Train the Trainer) documents which will be provided by Infolob.

5.1.3 Required Deliverable 3: Deployment Phase

During this phase, configurations are moved into the Taleo Production instance. Taleo will have the interfaces needed and TWC will conduct readiness tests using business process scenarios developed in the Prototyping phase. When the Taleo System Test is complete and results verified, the project team initiates the final round of testing prior to going to production. The endpoint of the final round of Taleo testing is the signed acceptance of the system by TWC. TWC will have five (5) business days to accept or reject the Taleo system after the Awarded Vendor submits a "Request of Acceptance".

When TWC acceptance has occurred, the project team completes Production instance setup according to the Taleo Production Transition Plan.

Note: TWC plans that formal training classes attended by end users use existing Oracle training credits. Vendor training is expected to be knowledge transfer while conducting shared project tasks and activities, not by formal classes. The additional 1-year of support (option below) will reduce a need for user training.

The Deployment Phase which will include the Project Closeout, also includes the activities for handover of Taleo to TWC staff once the software is Live. Deployment Phase Deliverable list:

1. Lessons Learned Document,
2. Knowledge Transfer Plan, and
3. Production Migration Plan

Infolob Response: Deliverables provided during the Project Deployment Phase

- a. Lessons Learned Document

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- b. Production Cutover list will be provided and used prior to production migration.
- c. Knowledge Transfer plan deliverable will be created and accepted prior to the Deployment phase. Knowledge transfer will be completed prior to Taleo Production go-live.

5.1.4 Additional Support for 1st Year

Additional User Support for system changes and new reports provides a not-to-exceed amount that TWC may use at its discretion for additional work. Additional User Support will not exceed three-hundred (300) hours spread over the first year of Taleo deployment. If the Offeror is interested in proposing for this "additional support for 1st year", the Offeror is to confirm their willingness for the additional work. This work would be conducted remotely by the Awarded Vendor.

The TWC Contract Manager, the Program Manager and the Awarded Vendor Project Manager will approve support tasks through signed Change Requests and affected work must not begin until the Change Request is signed. The Change Request will specify the work requirements, expected level of effort and agreed upon price. All Change Requests for the Project will be at a fixed price. Activities include:

- Additional work as defined by approved, fixed-price Change Requests.

Work products include:

- Updated Taleo instance as necessitated from Additional Support activities defined by each Change Request.

Infolob Response: Deliverables provided during the Project Deployment Phase

- a. Lessons Learned Document
- b. Production Cutover list will be provided and used prior to production migration.
- c. Knowledge Transfer plan deliverable will be created and accepted prior to the Deployment phase. Knowledge transfer will be completed prior to Taleo Production go-live.

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5.2 Deliverable Schedule

Offeror must provide estimated milestone dates in their response to this SOW of their proposed Work Breakdown Structure (WBS) or Taleo Implementation Project schedule. TWC has provided a sample in the table below.

Deliverable Number	Deliverable Name	Estimated # of Weeks to Complete After Start Date
1	Project Planning Phase	3
2	Prototyping Phase	7
3	Deployment Phase	10
4	Additional Support	Year 1 post Go Live

Phase	Week	Activities	Deliverable Number & Name
Project Planning	Week 1 – week 2	<ul style="list-style-type: none"> • Project Kick-Off • Project Planning Sessions with TWC PM • Requirements and scope confirmation • Finalize meeting schedules & confirm TWC effort • Finalize PM Processes (Risk, KT, Communication plan etc.) • Work Breakdown Structure (WBS) • Finalize Deliverables List, formats & DEDs • Gather all existing configuration & Integration documents • Initiate and obtain Instance Access 	<ol style="list-style-type: none"> 1. Project Plan Staffing Plan (Project WBS and Project Milestone Schedule) 2. Weekly Project Status Reports, to include: <ul style="list-style-type: none"> • Attendance at project team meetings, • Meetings with TWC Executive Sponsors, and 3. Knowledge Transfer Plan 4. Plan and conduct a Taleo Project Kick-off Meeting to introduce Awarded Vendor

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Prototyping	Week 1 – Week 8	<ul style="list-style-type: none"> Review the existing Taleo Configuration documents Review Technical Design for integrations (where available) Gap Analysis - TWC Recruit functionality vs CPA Taleo Integration High-Level Design & vendor dependencies Integration Build & Unit Testing Requirement sessions for assessments (EIR, Security etc.) Prototype (CRP) configuration & build Continuous show & tell sessions for feedback & KT Complete TEST Configuration Test Scripts & Training Documents (TTT) System Testing (SIT) Execution & Sign-off User Acceptance Testing (UAT) Execution & Sign-off 	5. Gap Analysis 6. Coordination with TWC on assessments for EIR Accessibility, Cybersecurity, and Data Governance compliance. 7. Configuration Documents; Configured System; 8. Functional Test Scripts, System Testing, User Acceptance Testing, and 9. Participation in Status Meetings.
Deployment	Week 9 – Week 10	<ul style="list-style-type: none"> System Integration Testing User Training User Acceptance Test 	10. Lessons Learned Document, 11. Knowledge Transfer Plan, and 12. Production Migration Plan
1 Year Support	Week 11 – Week 63 (300 hrs)	<ul style="list-style-type: none"> Additional Support 	13. 1-year post Go-Live support

5.3 Overall Project Approach

The Offeror must describe the overall process (i.e., used throughout the Project) proposed to satisfy the Project goals and objectives.

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The project will be executed with the following High-level timeline, work breakdown structure (WBS) and deliverable schedule mentioned in section 5.2.

5.3.1 High-Level Timeline / Project Schedule





Project Start Date: **12-Jan-2021**

Project Go-Live Date: **22-Mar-2021**

Project Formal Closure: **31-Mar-2021**

1 Year Additional Support (after Go-Live) Start Date: **22-Mar-2021**

1 Year Additional Support (after Go-Live) End Date: **21-Mar-2022**

Phase	Description	Timeline														
		WK1	WK2	WK3	WK4	WK5	WK6	WK7	WK8	WK9	WK10	WK11	WK12	WK13	WK14	WK15
		11-Jan-21	18-Jan-21	25-Jan-21	1-Feb-21	8-Feb-21	15-Feb-21	22-Feb-21	1-Mar-21	8-Mar-21	15-Mar-21	22-Mar-21	29-Mar-21	5-Apr-21	12-Apr-21	19-Apr-21
Phase 1	Project Planning															
Phase 2	Prototyping															
Phase 3	Deployment	 Close														
Phase 4	Additional Support	 1 Year Support →														

Infolob will implement this project by using a replication approach by using the already exiting CAP Taleo configurations. For executing this project, Infolob's modified proprietary RapidStart Implementation methodology will be aligned to include phases (Project Planning, Prototyping, Deployment & Additional Support) that will suit TWC's needs.

As depicted above Infolob will implement this project in 10-week period with faster realization. With a project start date of Jan 12, 2021 (WK1 above), go-live with all functionality will occur by March 22, 2021 (end of WK10 above). An additional support for one year (with an upper limit of

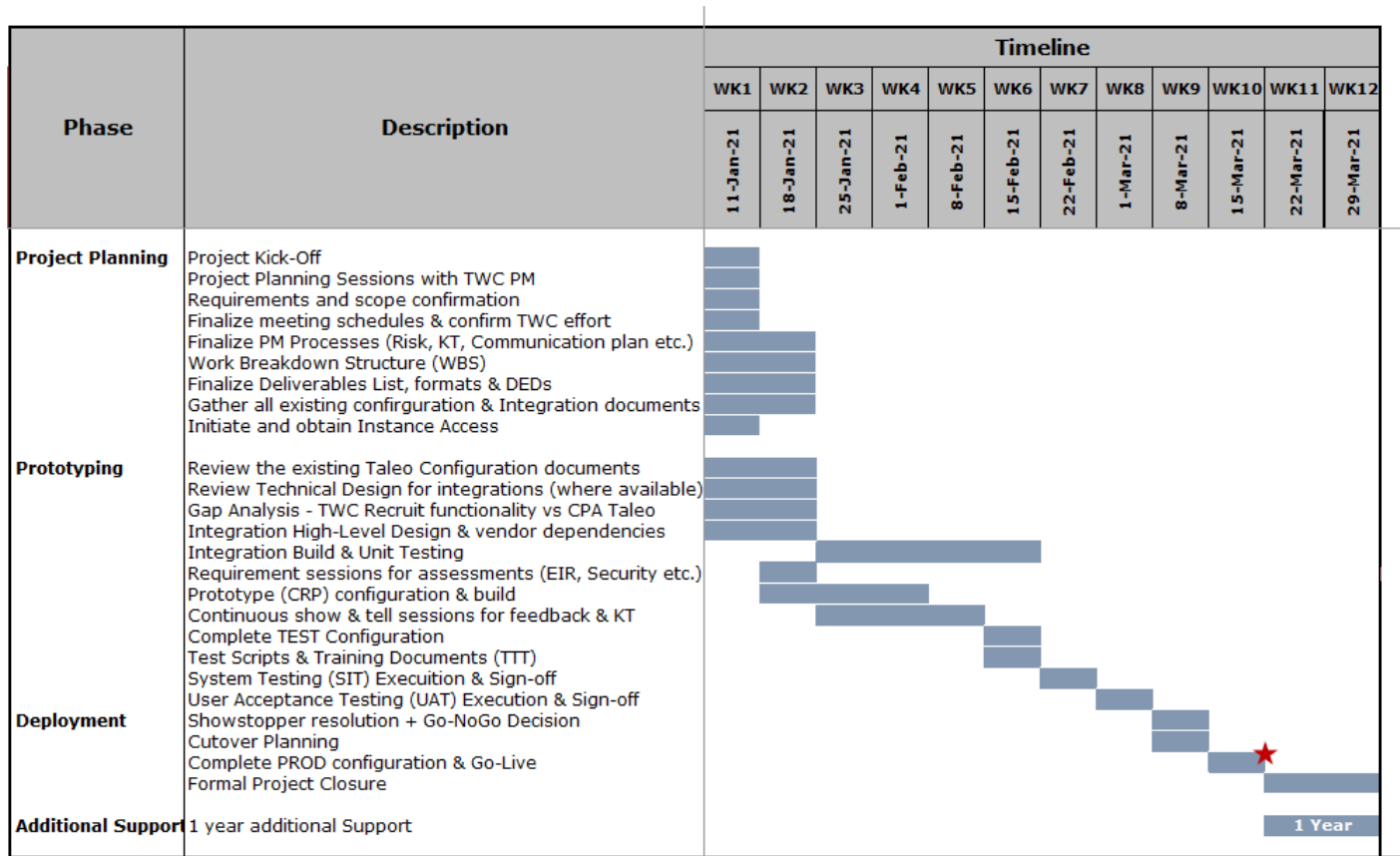
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300 support hours) is also included in the overall project schedule and scope. Additional support starts immediately after go-Live i.e., March 22, 2021 & ends on Mar 21, 2022.

5.3.2 Sample Work Breakdown Structure

Depicted below is the work breakdown structure



6 Project Processes

6.1 Roles and Responsibilities

The Awarded Vendor is responsible for all deliverables. TWC staffing is provided for business requirements, subject matter expertise, collaboration, review, support, execution of user acceptance testing, and knowledge transfer purposes, unless otherwise agreed during the BAFO. TWC shall provide a Project Manager and two (2) System Administrators who will work as a team with the Awarded Vendor Project Manager.

- TWC Project Manager manages or oversees all aspects of the Project lifecycle, including budget tracking, project planning and tracking, issue resolution, risk management, and change control.
- The TWC Project Manager oversees the Awarded Vendor Project Manager for overall coordination on Project monitoring, status reporting, issue resolution, and development.
- The TWC Program Manager represents the program/business areas, facilitates customer and program input and TWC staffing.
- The TWC IT Contract Manager monitors Awarded Vendor performance; reviews deliverables to ensure specifications are met; coordinates TWC acceptance of deliverables through routing and signature of a Deliverable Expectations Document (DED), and coordinates invoice(s) for payment as appropriate. The TWC IT Contract Manager also facilitates identification and resolution of contract-related issues and coordinates vendor agreement and TWC approval of all contract changes and amendments.

The Awarded Vendor Project Manager:

- Provides overall coordination for Awarded Vendor's project planning, tracking and monitoring, status reporting, issue resolution, risk management, and change management.
 - Manages and staffs all phases of the Project, ensuring all contract requirements are delivered within budget and project timeline.
 - Ensures overall quality, accuracy and value of all work products and deliverables.
-

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- Facilitates adequate staffing from the Awarded Vendor.
- Ensures the Project deliverables meet all TWC requirements and standards.
- Manages Awarded Vendor resources.
- Ensures that appropriate staff are accessible to TWC within a reasonable time frame as agreed to by both parties.

The Offeror must describe their expectations of TWC staff participation in this Project, including types of expertise needed and approximate amount or percentage of time expected.

Infolob Response / Confirmation:

The expected participation from TWC team members is described below:

TWC Resources & Expertise	Availability	Expected Tasks
Project Stakeholders	10%	<ul style="list-style-type: none"> • Project Kick-off and Leadership oversight
Project Manager	100%	<ul style="list-style-type: none"> • Manages or oversees all aspects of the Project • Will act as single point of contact for all TWC resources • Defines the DEDs along with Infolob PM • Responsible for deliverables review and acceptance
Recruitment Process Owner	100%	<ul style="list-style-type: none"> • Confirm the TWC business processes • Work with Infolob team for Gap analysis • Provided the existing Taleo Configuration documents • Provide the Technical Design for integrations (where available) • Provide the existing Integration High-Level Design • Attend solution continuous prototyping sessions for solution confirmation • Attend CRP sessions and provide feedback on system configuration and process design • Execute & confirm SIT; Execute & confirm SIT

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Recruitment Data / Business Analyst	100%	<ul style="list-style-type: none"> Assist with all activities listed above under Recruitment Process Owner Owner of Data, Data extraction & cleanup for the required data loads; Infolob will assist in mapping
IT Analyst - For integration Support	15%	<ul style="list-style-type: none"> Assist with all activities listed under Recruitment Process Owner Owner of Data, Data extraction & cleanup for the required data loads; Infolob will assist in mapping.
Third party vendors – For Testing	25%	<ul style="list-style-type: none"> Assist with clarifying integration design questions related to their end of the integration Provide APIs / File templates as applicable; Conduct SIT testing

6.2 Project Management Practices

In this section, the Offeror must describe the Offeror's proposed practices. If the Offer includes any proprietary or hosted tools to support any of these practices, include a description of how TWC will be able to access the information and how TWC can retain the information after the Project is complete.

6.2.1 Issue Logging and Resolution

The Offeror must describe the proposed Issue Logging and Resolution process.

Infolob Response: A Project Issues and Risk log will be maintained throughout the course of the project. This log will capture information such as Title, Description, TWC owner, Infolob Owner, assigned to, Dates, status, etc. This log will contain multiple worksheets including Project Issues Log, Action Items, Decisions, Project Risk Log and the Risk Matrix which will serve as a key when assigning a severity. Key is as follows –

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Infolob Response: The aim of close phase of the project is to ensure that the project is formally closed by documenting all the learnings from the project and closing all the acceptance criteria for the project by adhering to all documentation requirements. Infolob has considered a time frame of 2 weeks post go-live for project closure activities.

6.3 Project Risks, Assumptions and Constraints

6.3.1 Assumptions

The Offeror must describe project assumptions that underlie the Offeror's response to this SOW. The example assumption provided in the table below is for illustrative purposes only and should not be included in Offeror's response. TWC reserves the right to accept or reject any assumptions. Offeror may add more rows as needed.

All assumptions not expressly identified and incorporated into the contract resulting from this SOW will be deemed rejected by TWC.

Infolob Response:

Item #	Reference Section, Page, Paragraph	Description	Rationale
1	NA	Configuration workbooks will be available day 1 of the project.	In order to meet the aggressive timeline, all configuration and requirement documents must be provided day 1 of project start. If not provided, they will not be included in project scope.
2	NA	Access to existing Taleo environment will be available day 1 of the project. Infolob will be provided with a working	Infolob requires access to the Taleo environments day 1 of the

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		user id and password to access the system.	project due to the aggressive timeline.
3	NA	All resources 100% remote and will not require onsite travel. No travel expenses have been included as part of this estimate.	Implementation cost completely estimated as remote based.
4	NA	Only English language is considered as part of this effort.	Additional language packs would have needed to be configured during the provisioning of Oracle Taleo. No specific requirements provided for this need
5	NA	Implementation of EIR tools is outside of scope and not included in the estimate.	Infolob has assumed only items referring to Taleo assessments will be in scope.
6	NA	TWC SMEs(Subject Matter Experts) will be available at 100% during Prototyping phase	Please see Roles and Responsibility section
7	NA	DED must be approved and provided prior to project start.	Aggressive timeline does not allow for such decision post SOW agreement.
8	2.1	All three Taleo environments (1 production and 2 non-production) have been upgraded/refreshed to the most recent available version.	Impact on project timeline if environments must be upgraded/refreshed during the project lifecycle.
9	2.1	It is also assumed that requirements variance will be less than 5-10% of the existing configurations.	Aggressive timeline does not allow for greater than 5-10% variance from that provided within the CPA configuration documents
10	3.2	Comments around hosting policies are applicable to Oracle corporation	Infolob will not be hosting the Oracle Taleo application.

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11	3.4	<p>The scope agreed upon is for reporting ONLY from within the Taleo application. Infolob will not be transferring data to a separate reporting database.</p> <p>TWC may acquire data model and data dictionary info from Oracle Corporation as they are owner of the Taleo product.</p> <p>Audit trail capabilities are only Those available by Oracle.</p> <p>Control of data modifications and deletions from within Taleo as well as the interface may be controlled by security profiles. Access will be determined at that level</p>	
12	3.5	Not relevant for Infolob response	Environment will be hosted in it's entirety by Oracle Corporation
13	NA	Taleo version	It is assumed that implementation will happen using Taleo Fluid Recruiting (in the latest version and roadmap for Oracle).

6.3.2 Constraints

TWC uses Microsoft Teams as its standard for remote meeting and desktop sharing. The Awarded Vendor must make any other software available to the TWC project Team (Zoom, Slack, etc.) if the Awarded Vendor does not use Teams. TWC will setup all Awarded Vendor staff with TWC Teams accounts if requested by the Awarded Vendor.

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Infolob Response:

All our resources are well versed with working in Microsoft teams. For Infolob arrange meetings, our tool preference is either zoom or WebEx.

6.4 Deliverable Submission and Review

All Awarded Vendor deliverables are subject to State and Federal review and approval prior to final approval, acceptance, and payment. Attachment 3 contains the Project's Deliverables Expectations Document (DED) template. During the project, a DED for each deliverable will be prepared by the TWC Contract Manager based upon inputs from the Awarded Vendor, TWC Project Manager, and appropriate TWC program and IT stakeholders. Once approved by TWC, the DED will be incorporated herein for all purposes and will be the tool used to monitor the Awarded Vendor's work on the deliverable and for the deliverable acceptance criteria.

- No work is to be performed on any deliverable associated with a payment milestone until the DED has been approved in writing by the TWC IT Contract Manager and the Awarded Vendor.
- Should the Awarded Vendor perform work on any contract deliverable prior to DED approval, TWC will not be responsible for, nor pay any associated costs the Awarded Vendor may incur.
- As each Project deliverable is submitted, the Awarded Vendor must include a copy of the DED as the cover sheet. Deliverables must be tracked in a tracking sheet approved by TWC.

Each deliverable must meet the minimum acceptance criteria:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent information reasonably expected to have been known at the time of submittal.
- In each section of the deliverable, include only information relevant to that section of the deliverable.

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- Contain content and presentation consistent with industry best practices in terms of Deliverable completeness, clarity, and quality.
- Meet the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- Contain no structural errors such as poor grammar, misspellings or incorrect punctuation.

The Awarded Vendor must provide deliverables in draft form to the TWC Project Manager and the Program Manager for feedback and redirection before the entire deliverable is produced. The deliverable must be submitted in a format approved by the TWC Project Manager and the Awarded Vendor must complete quality assurance reviews and any required remediation before delivery to TWC. If the deliverable cannot be provided within the scheduled time frame, the Awarded Vendor is required to email the TWC Project Manager and Program Manager with the reason for the delay and the proposed revised schedule.

The request for a revised schedule must include the impact on related tasks and the overall Project. A request for a revised schedule must be reviewed and approved by the TWC Project Manager before being placed in effect.

TWC and the Awarded Vendor will agree on the deliverable review periods and reviewer roles and responsibilities before the deliverables are submitted for review. The TWC Project Team and appropriate SMEs will review the draft and final deliverables. If requested by TWC, Awarded Vendor must provide a walk-through of the deliverable. TWC may require up to five (5) business days to review deliverables, depending upon the complexity. TWC will conduct detailed deliverable reviews to attempt to identify all needed corrections; however, TWC may require additional rounds of review/revision if a review results in new information being added, because that new information may require revision.

Review and revision times may be shortened by conducting deliverable review meetings after the Project Team reviewers have completed their independent reviews. The Awarded Vendor Project Manager and/or TWC Project Manager will schedule Project Team review meetings. The

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time lapse between providing the deliverable and the review meeting will be agreed upon before the meeting is scheduled. Most updates will be done online during the review meeting. Any updates that must be done offline will be documented in a Review Comments spreadsheet, using an existing template.

The Awarded Vendor will submit the deliverable for review by notifying the Project Manager and specify the review due date. The notification process will be defined by TWC and will likely require Awarded Vendor to share documents by uploading into a TWC approved SharePoint library or list.

TWC and the Awarded Vendor must agree on corrective actions and revised timeframes for reviews of deliverables if significant quality issues are encountered during deliverable review.

Infolob Response:

Infolob Project Manager will work with the TWC PM to agree on the draft deliverables during the Project Planning phase of the project. Given the aggressive project timelines, Infolob expects that the deliverables are signed-off in a timely manner (5 business days) to ensure the smooth progress of the project.

6.5 Deliverable Acceptance Criteria

Deliverable acceptance will be achieved only when TWC approves the deliverable in writing or electronically. Approval can occur during the review period if TWC requested changes are made and accepted by TWC during the review period. Approval will occur after the original review period if TWC requests changes during the review period that are still in progress or in subsequent review at the end of the original review period.

Deliverable acceptance criteria include:

1. Work conforms to the description and intent of all written agreements between the Awarded Vendor and TWC (e.g., BAFO, Deliverable Expectations Document), unless all parties mutually agree in writing to modification.

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2. Deliverable meets all applicable TWC and Project standards, including but not limited to security, privacy and accessibility.
3. Documents are structured and written to convey the information in a logical, comprehensible manner, using correct spelling deliverable includes a description of how it fits into the full Project Life Cycle.
4. If part of the deliverable is an activity, the Required Deliverable describes the process and the outcomes for that activity (e.g., conducting group input sessions).
5. All work products are stored in an electronic location specified by TWC and TWC will retain all ownership of final work products and working documents after the deliverable is complete.
6. All deliverables and other work products related to each Project phase, including research, notes, and important emails that are not included in the final deliverables, are stored in the Project directory.
7. Any confidential Project documents or information are stored in a secure, limited access directory.
8. The deliverable is produced using agreed upon document templates, is tailored with the Project name or logo, and includes the saved date/time and filename and path in the document footer.
9. Documents and recommendations received Project Team and stakeholder review and approval.

Infolob Response:

DED format and content to be agreed upon and signed off no later than January 22, 2021.

6.6 Reports and Meetings

The Awarded Vendor is required to provide weekly written progress reports for this Project to the TWC Project Manager by close of business the first business day of each week throughout the life of the Project, unless a different due date is mutually agreed upon by the Awarded Vendor Project Manager, and TWC Project Manager. The Awarded Vendor Project Status Reports will:

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- Cover all work performed and completed during the week for which the progress report is provided and present the work to be performed during the subsequent week.
- Include the percent complete for each deliverable and an updated milestone chart.
- Include any positive or negative events since the last report of which TWC Executive Management should be aware.
- Identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- The Awarded Vendor will be responsible for conducting weekly status meetings with the TWC Project Manager and the Program Manager and other TWC Project Team members at a mutually agreed upon day, time and location.

This Project is under a Project Steering Committee's direct oversight and monitoring. The TWC Project Manager submits an individual monthly Project Status Report, providing detail about the Project, a status summary, accomplishments, budget, timeline, issues, and change requests.

The Awarded Vendor is required to attend monthly Project Steering Committee or Executive Sponsors' meetings and go/no go meetings when requested by TWC.

Infolob Response: In agreement with this.

6.7 End of Contract Services

Both TWC and the Awarded Vendor agree that upon any termination of this Contract, a seamless and transparent transfer is in the best interest of TWC stakeholders. TWC and the Awarded Vendor therefore agree to develop and implement a reasonable transition plan (the "Transition Plan") designed to achieve an efficient transfer of responsibility to another entity, in a timely manner, and to cooperate fully throughout the transition period until such transition is complete. TWC requires that the Awarded Vendor work in conjunction with TWC and any subsequent

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contractor to ensure a smooth transition at the end of any contract resulting from this solicitation.

The Transition Plan will specify the tasks to be performed by the parties, the schedule for the performance of such tasks, and the respective responsibilities of the parties associated with the tasks. The Transition Plan will be completed at a date agreed upon by TWC and the Awarded Vendor, but not later than one (1) month from the award of the Contract. The Awarded Vendor and TWC will review the plan quarterly and update appropriately throughout the life of the contract.

The written Transition Plan must include, at a minimum, the procedures and schedule under which:

- The Awarded Vendor's and the TWC's transition managers will meet to review the status of Transition Plan activities and to resolve any issues.
- Outside vendors will be notified of procedures to be followed during the transition.
- All TWC Data and information, documents, mail, instruments, and other relevant information are transferred to TWC, via secured means.
- Financial reconciliation of all funds.
- Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken.

Final approval of the Transition Plan resides with TWC. The termination of services under this Contract, occurring for any reason, will be governed by and follow the approved Transition Plan.

The Awarded Vendor must cooperate with TWC to assist with the orderly transfer of the services, functions, and operation provided by the Awarded Vendor hereunder to another service provider. Awarded Vendor personnel critical to the transfer efforts will be identified by the parties. The Awarded Vendor will ensure the cooperation of its key employees during the transfer process. The Awarded Vendor will provide full disclosure to TWC of all services required to perform services previously performed by the Awarded Vendor within thirty (30) calendar days of any TWC request for same. The Awarded Vendor will ensure that TWC obtains appropriate access to

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third-party services, hardware, software, personnel, and facilities required to perform an orderly transition.

In the event, any Contract resulting from this SOW expires or is terminated for any reason before the end of the Contract period, the Awarded Vendor must extend the services hereunder for a period of approximately one hundred eighty (180) calendar days (time period is at sole discretion of TWC), or until such time as services of a new Contract is in effect and implemented, as determined by and at the sole discretion of TWC. Following this Transition Assistance period, the Awarded Vendor will answer questions from TWC on an "as needed" basis. The Awarded Vendor will work with TWC and any other organization(s) designated by TWC to facilitate an orderly transition of services at the end of the Contract term.

During the Transition Assistance period towards the end of this contract the Awarded Vendor must:

- Fully cooperate with any subsequent vendor.
- Provide a written plan that details disposition of TWC Data and hand-off of services.
- Agree to transfer the data in its custody to any subsequent vendor, via secured means.
- Comply with audit verification that all data has been transferred that is necessary for record retention, access logging and investigation, confirming that no data is retained once the transfer is complete and receipt and usability have been confirmed.
- Certify TWC Data has been removed and sanitized from Awarded Vendor's hosted solution.
- Identify any TWC proprietary documentation and return it to the TWC IT Contract Manager. Any electronic copies of TWC proprietary information stored on Awarded Vendor equipment must be transferred back to TWC before being deleted. The format and the medium of transfer will be at the discretion of TWC.

Infolob Response: In agreement with this (if it becomes applicable).

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7 Performance Management

7.1 Firm Fixed Price

The Awarded Vendor must complete all requirements stated herein, including subsequent revisions and clarifications, for the firm fixed price listed on the pricing sheet within the time frame noted in the Project Plan for each deliverable. The fixed-deliverable price is for conducting the scope of work described in the SOW. TWC will only consider Change Orders in the defined scope of project work. TWC is committed to the Taleo Project and will work with the Awarded Vendor to mitigate risk and resolve issues quickly.

However, please note:

- Conflicting information contained in the Exhibits, and, or Attachments relating to functional or technical requirements will be resolved in favor of TWC.
- A misunderstanding by the Awarded Vendor of the complexity or scope of the functional or technical requirements within the contract and all attachments and Exhibits will not result in cost increase for TWC.

7.2 Escalation Path

It is expected that most Project issues will be resolved within the Project Team. In the event of defective performance or failure to meet the agreed timeline, the Awarded Vendor must make every effort to immediately restore the contracted level of service. The remaining issues will need to be raised to a higher authority for timely resolution. The escalation path described below ensures that the next level of management is informed if an issue cannot be resolved at the lower level. The Offeror must provide the escalation path within the Offeror's organization for issues that cannot be resolved at the Project Manager level.

The Awarded Vendor Project Manager will identify, document, evaluate, and either resolve or manage issues in order to prevent or mitigate threats to the success of the Project. The Awarded Vendor Project Manager will perform the following activities:

- Report issues that have or will occur to the TWC Taleo Project Manager, who will add them to the Project Issue Log and track them on a weekly basis until resolved

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- Establish issue priorities with the TWC Taleo Project Manager
- Work with the TWC Taleo Project Manager to make assignments for resolution

In the event the Taleo Project Team cannot resolve an issue, either the Awarded Vendor Project Manager or the TWC Taleo Project Manager may escalate the issue. Both parties must continue to carry out all their respective responsibilities while the issue is being resolved.

For issues that need to be escalated and resolved at a higher level, the following escalation procedure will be followed:

Level	Members	Escalation Process
Level 1	Awarded Vendor Project Manager, TWC Taleo Project Manager, TWC Program Manager	The Level 1 members will have regular weekly meetings to discuss project status and issues. If Level 1 members are unable to resolve an issue, they may request that the issue be escalated to Level 2 for resolution.
Level 2	Project Steering Committee, General Counsel, Internal Audit, and/or Procurement & Contract Services	The Level 2 members will attempt to resolve the issue at this level. If the issue cannot be resolved, then Level 2 parties will determine the appropriate next escalation point for ultimate resolution of the issue.

7.3 Corrective Action

TWC uses a Vendor Performance Improvement Log to document requested improvements and the results. Awarded Vendor must provide a proposed corrective action plan to address quality issues with Awarded Vendor Staff assigned to the Project. Awarded Vendor must describe the process for monitoring improvement and the actions to be taken, such as training, additional quality assurance reviews, or staff replacement if quality does not improve sufficiently.

TWC reserves the right to have a third-party vendor perform an Independent Verification and Validation (IV&V) assessment of this Project at TWC's expense. If an IV&V is performed, TWC

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requires the Awarded Vendor of this Project to cooperate fully with the IV&V Vendor and implement required improvements.

Infolob Response: In agreement with Section 7 (as applicable for this project).

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8 Accessibility Requirements

All work for the Project must be performed within the United States.

Awarded Vendor and their resources must be physically located within the forty-eight (48) contiguous states.

Infolob Response: All Infolob resources staffed for the project are located within the forty-eight (48) contiguous states of the USA.

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9 Invoice Requirements

The Awarded Vendor may invoice TWC for a deliverable only after TWC has formally accepted the deliverable. TWC documents will document approval from all signatories or their delegates. Awarded Vendor may not invoice TWC for work in progress deliverables.

Invoices must be submitted to TWC at the address indicated on the Purchase Order (PO). Signatures are not required on the invoices. The Awarded Vendor may also submit invoices electronically via email to appo@twc.state.tx.us and submit an electronic copy to the TWC IT Contract Manager and the Program Manager.

Incomplete invoices must be corrected, resubmitted to TWC, and will be paid within thirty (30) calendar days of receipt of the uncontested invoice.

Infolob Response: In agreement with these terms.

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10 Additional TWC Requirements

10.1 Retainage

The Awarded Vendor will be paid ninety percent (90%) of each deliverable upon completion and acceptance by TWC. The final ten percent (10%) of each deliverable will be retained until System Acceptance as specified in Section 10.2, System Acceptance.

10.2 System Acceptance

System Acceptance is the period of time for TWC to approve the system's operation in a full production environment. System Acceptance will be achieved when the following conditions have been met:

- All Required Deliverables have been accepted and signed off by the TWC Taleo Contract Manager;
- All production releases are completed, and the system has been fully implemented (i.e., for all users) for a minimum of thirty (30) business days; Incremental production releases of component deliverables prior to the final production release will not require a System Acceptance period, but the Awarded Vendor must provide production support.
- TWC will document Taleo System Acceptance in writing.

10.3 Contract Term

The Contract will be effective from the date of the last signature on the Contract award document for a period through March 31, 2021. TWC will have the option to renew the term of the Contract for one (1) additional one (1) year term to meet additional support and/or maintenance needs.

10.4 Responsibility of Awarded Vendor

The Awarded Vendor is solely responsible for implementing the work in full compliance with all applicable laws, regulations, and all requirements within TWC's SOW and Awarded Vendor's

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proposal. Awarded Vendor is responsible for any work or materials required from any subcontractor. TWC will not directly contract with a subcontractor identified, or required, by the Awarded Vendor's response to TWC's SOW. Offeror is required to submit their approved DIR Historically Underutilized Business (HUB) Subcontracting Plan that is part of their relevant DIR contract.

TWC reserves the right to work directly with the subcontractors under this contract if the Awarded Vendor has performance or contract issues that remain unresolved after appropriate escalation and corrective action.

10.5 Staff Changes

Awarded Vendor must ensure that they provide the level of staff agreed to in Section 11.1, Offeror Staff Capabilities, and swiftly correct any insufficient vendor staffing levels in order to avoid negative impact on the Project schedule. Awarded Vendor must update the staffing plan (staff numbers and/or skills) if staff levels are impacting the Project progress (i.e., not enough vendor staff to make timeline or quality).

10.6 Security Agreements, Background Checks, and Mandatory Training

1. Security Agreements:

Awarded Vendor Project Staff must sign and submit TWC security agreements.

2. Background Checks:

Awarded Vendor must submit criminal background checks on all personnel assigned to the services related to this Project and provide TWC with the information required for TWC to conduct a Criminal History Report Investigation. Award Vendor must submit criminal background checks on all key personnel assigned to the services related to this solicitation, as authorized by Texas law, and at the Vendor expense. Key personnel are defined as personnel whose oversight and guidance is essential to the subject services. TWC may provide any finalist for a contract position a Contractor Criminal History Report Investigation Request form P33c which contractor must

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complete and submit back to TWC as required on the form. To obtain a facility access badge, contractor must provide TWC with either a completed form P-33c or a recent criminal background check within fifteen (15) days of contract award. TWC will not issue a Purchase Order until the criminal background check has been completed and passed.

3. Mandatory Training

Awarded Vendor Project Staff must comply with TWC Mandatory Training requirements, if applicable, during the term of the contract and during any renewal period.

The training will consist of no more than seven (7) classes with each class taking no more than forty-five (45) minutes. Class topics are subject to change, but currently include:

- IRS Information Security
- Information Technology Security Awareness
- Introduction to Electronic and Information Resources ([EIR](#)) Accessibility
- Sensitive Personal Information (SPI) Training
- Diversity, EEO, and Discrimination Prevention
- TWC Ethics Training
- Fraud Awareness Training

Infolob Response: In agreement with these terms under Section 10.

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11 Offeror Capabilities

11.1 Offeror Staff Capabilities

Describe Offeror staff capabilities specific to this Project's requirements. Include the following:

- Project organization chart for Offeror's proposed staff.
- One (1) summary table, with a row for each proposed Project participant, including the following: Participant name, role or position in current employment, employer name (i.e., Offeror or subcontractor name), key function(s) in current role/position, years of experience for role/position, proposed role on this Project, percent of time to be dedicated to the Project, whether proposed to be onsite or remote, and years of experience with [business need]. TWC expects appropriate key staff to be dedicated to this Project.
- Résumé for the Vendor/Offeror Project Manager and each vendor staff resource to be assigned to the Project. Include on each résumé the name of the current employer and the length of time employed by current employer. Résumés may be provided in an attachment rather than in this section, if desired. Failure to provide résumés for the specific Project Manager and staff proposed for the Project will result in a score of zero (0) for staffing. If needed for confidentiality, the personally identifiable information (PII) of the individual on the résumé may be blacked out.
- Agreement that the Awarded Vendor Project Manager will take direction from the TWC Project Manager and the TWC Program Manager(s) within the scope of the BAFO and parameters of the Project Steering Committee's direction.

11.2 Offeror Service Capabilities

Describe the Offeror organization's and its subcontractors' overall qualifications and experience to carry out a Project of this nature and scope. Offeror must limit responses in this area to ten (10) pages. The use of "boilerplate" content in the response must be extremely limited, i.e., target this information for the specific needs outlined for this Project.

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Describe each task, responsibility, and/or deliverable that will be subcontracted to another entity in enough detail that TWC understands based on your offer, exactly what entity will be performing what portion of the overall requirements. Include the name of the subcontractor performing the work and provide the résumé of the Project Manager or person tasked with the specific responsibility. Offeror must provide demonstrated subcontractor experience in completing the tasks required in this Project.

11.3 Offeror References

Offeror must provide a minimum of three (3) verifiable references excluding TWC, See Attachment 4. The three (3) references should cover Offeror capabilities, not just individual staff capabilities. References may be a combination of the prime vendor and subcontractor vendor references. If the Offeror has contracted with TWC within the last five (5) years, the Offeror must include TWC as a fourth reference. For TWC references, provide the Project name and timeframe but do not provide any specific individual's name.

TWC must be able to reach each reference directly by phone or email within one (1) week of initial contact, or the evaluation score will be zero (0) for that reference.

- Submit the reference contact information in Attachment 4, Offeror References
- TWC uses references during the first evaluation, so we will not allow you to provide reference contact information later in the selection process.
- TWC must contact the references directly, without the Offeror acting as an intermediary to set up contact.

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12 Response Submission Requirements

12.1 Offeror Instructions

The Offeror must:

- Phrase response in terms and language that can be easily understood by non-technical personnel.
- Include the entire text of the SOW within your response, reformatting as needed.
- Ensure that your document outline and Table of Contents matches TWC's SOW outline. You may add an overview or attachments.
- Do not repeat or restate detail already included in the SOW. Focus your response on what you will do to ensure that your solution meets TWC's needs.
- Redundancy increases the risk of inconsistencies that may cause contractual issues. If information applies to more than one (1) section, include it in only one (1) section and reference it in all other applicable places.
- Carefully review Attachment 1 - Texas Workforce Commission - Terms & Conditions. Offerors must submit in writing with their offer any exceptions taken to those Terms & Conditions and include alternative language for same. State and Federal statutes are not negotiable. TWC will look more favorably on Proposals that offer no or few exceptions, reservations, or limitations to the Terms and Conditions of the SOW, including the TWC Terms & Conditions in Attachment 1.
- Unless a Section requires a specific Offeror response, it is enough to state "Understand and will comply" following the Section.
- Clearly label your response (e.g., begin responses with "Offeror Response" or "[Offeror name] Response"); do not rely on formatting alone.
- Ensure your written response complies with Electronic Information Resources (EIR) accessibility requirements, per Section 11.4.1 of the Texas Workforce Commission – Terms & Conditions.
- Limit response to no more than two-hundred (200) pages including all attachments and graphics.

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- Conciseness and clarity of content in proposals are required; vague and general proposals may be considered non-responsive and may result in disqualification (or adversely affect your evaluation score).

12.2 Submission Details

1. Type of Solicitation: SOW

2. Issuing Office:

Offers must be emailed to the Procurement Department:

Donna.navarro@twc.state.tx.us

3. **Deadlines for Offers:** Submit Technical Offer and Financial Offer as described below no later than **Tuesday, November 24, 2020** at 5:00 PM Central Standard Time.

4. Offer:

- Separate Files for the Offer—Submit the following separate files:

I. Technical Offer

II. Financial Offer (Section 14.1, Pricing for Required Deliverables , Section 14.2, Pricing for Blended Hourly Rate)

III. References (Attachment 4, Offeror References)

IV. DIR HUB Subcontracting Plan

5. **Offers Submitted by Email:** TWC will accept email submissions that must be sent to:

-TO: vendorproposals@twc.state.tx.us

-CC: donna.navarro@twc.state.tx.us

-Subject Line: SOW Name and No.

6. **Initial Contract Term:** Anticipated date of award is **Monday, December 14, 2020**

7. TWC Authorized Procurement Contact for this SOW:

Contact: Donna Navarro

Email: donna.navarro@twc.state.tx.us

8. **Questions and Answers:** Respondents desiring further information or interpretation of this solicitation (including clarification of discrepancies or omissions) must submit questions in writing to the Authorized Procurement Contact listed above. Telephone

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inquiries will not be acceptable. TWC is not responsible for responding to questions submitted to any address or person other than the one identified as the Authorized Procurement Contact.

- Submit questions using [Attachment 5, Questions and Answers Template](#), no later than **Monday, November 16, 2020** at 5:00 PM Central Standard Time. The Offeror's name, and TWC SOW number must be in the header or footer on each page. Email Questions to vendorproposals@twc.state.tx.us and copy donna.navarro@twc.state.tx.us. Include Subject Line with SOW Name and Number.
- TWC will reply to all Offeror Questions & Answers by **Wednesday, November 18, 2020**, 5:00pm, Central Standard Time.

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13 Evaluation Criteria for Award

TWC reviews the submitted proposals to determine if they are responsive. For a proposal to be considered responsive and to be evaluated for selection, the following requirements must be met:

- The proposal must be received at TWC by the deadline date and time.
- The proposal must be complete with required original signatures.
- The proposal must contain all information required for each deliverable.
- The proposal must be submitted in the format described in the SOW.
- All required attachments must include signatures and be part of the proposal.
- Offerors must include all proposed modifications to Attachment 1, Texas Workforce Commission - Terms & Conditions, with proposal.
- Offerors must include the Historically Underutilized Business (HUB) Subcontracting Plan (HSP) that was submitted to the Department of Information Resources (DIR). Failure to do so may result in disqualification.
- All proposals will be screened for inclusion of all required information prior to release to the Evaluation Team. TWC may exclude from further consideration for selection any non-responsive proposal or portion of a proposal.

Any exceptions or deviations by the Offeror to Attachment I, TWC's Terms & Conditions, may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the Terms & Conditions, TWC may make an award without discussions to another Offeror that did not take exceptions to the Terms & Conditions. At a minimum, proposals that have exceptions to TWC's Terms and Conditions will have points deducted from the scoring item related to exceptions to TWC's Terms and Conditions, which is worth up to 5% of the total score.

TWC Purchasing will determine this based upon the following criteria:

- 5% when Vendor will comply with all TWC T&Cs with no exceptions.
- 4% when Vendor will comply with most TWC T&Cs with very few exceptions.
- 3% when Vendor will comply with some TWC T&Cs with moderate exceptions.
- 1% when Vendor will comply with few TWC T&Cs with several critical exceptions.

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0% when Vendor will not comply with TWC T&Cs.

In compliance with the provisions of Texas Government Code §§ 2155.074, 2155.075, 2156.007, 2157.003 and 2157.125, and 34 Texas Administrative Code § 20.509, information obtained from the Statewide Procurement Division's Vendor Performance Tracking System (VPTS) may be used in evaluating responses to solicitations for goods and services to determine the best value for the state. If reports are not available for the Offeror, then it will not negatively impact the scoring for the Offeror.

The Evaluation Team will evaluate proposals based on the best value to the agency. The best value is determined as follows:

- [50]% of score: Deliverables, schedule and methodologies.
- [20]% of score: Documented experience for Offeror, subcontractors and proposed vendor staff confirmed by references and information available from the VPTS.
- [5%] of score: Exceptions to TWC's Terms and Conditions as described above.
- [25%] of score: Cost.

TWC reserves the right to award single, multiple, partial or no awards.

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14 Pricing

Offeror must detail the pricing for the required fixed-price deliverables-based services. Offeror must not include assumptions and exclusions in this Section but must list assumptions and exclusions in the Sections of the response to which they apply. Offeror must include a 'total' row following the deliverables.

Offerors may propose a reasonable number of sub-deliverables for more frequent payment opportunities; however, if payments are divided, the deliverable is still not final until all associated sub-deliverables are accepted.

Offeror should attach their estimating worksheet(s) to allow TWC to confirm the Offeror's understanding of the project scope. Any corrections would be made with vendor finalists in the Best and Final Offer process, if applicable.

The Offeror is solely responsible for including all travel expenses in the fixed-price deliverable costs. TWC will not reimburse the Awarded Vendor for travel or expenses.

14.1 Pricing for Required Deliverables

Sr. No.	Milestone Description	Milestone %	Amount (US\$)
1	Project Planning Phase Completion	25%	\$48,180
2	Prototyping Phase Completion	50%	\$96,360
3	Deployment Phase Completion	25%	\$48,180
4	1 Year Additional Support (limited to 300 support hours)	NA	\$37,500
Total			\$ 230,220

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- All resources are staffed & located within the United States as per TWC requirement
- Project will be executed full remotely due to COVID scenario
- Any travel required to the customer site will be pre-approved by TWC and will be billed at actuals
- Project will be executed in a Fixed price model & Billing will be milestone based
- Additional Integration lead has been added to the project to meet the 10 week Go-Live timeline
- Milestone is deemed completed after all deliverables for that milestone have been accepted and signed-off by TWC PM
- It is expected that 3 TWC resources will be fully staffed on this project (1 PM + 1 Recruitment Process Owner + 1 Recruitment Analyst)
- Additional effort if any during the project due to change of scope etc. will be provided at a blended rate of US\$ 125/hour
- Additional effort required during the 1-Year support period beyond the 300 budgeted hours will be provided at a blended rate of US\$ 125/hour
- Extension to project timeline beyond Infoblox's control will be handled via change request process; Scope/Timeline/Cost changes will be agreed with TWC
- It is understood that there will be a 10% retainage from each milestone amount which will be release after the Final acceptance post Go-Live

14.2 Pricing for Blended Hourly Rate

Offeror must provide one (1) blended hourly rate for Change Requests in the event that Additional Support is required for this contract.

Blended hourly rate: \$125 / hr

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Attachments

Attachment 1 –TWC Terms & Conditions

Attachment 1 – Texas Workforce Commission - Terms & Conditions (as of 4/24/2020) To the extent that any TWC Term or Condition conflicts with the terms of the DIR Contract or the Statement of Work , then the terms of the DIR Contract or the Statement of Work shall control. To the extent that any TWC Term or Condition isn't relevant or applicable to this contract or award, it will not be enforced.

By responding to the solicitation or fulfilling the awarded Purchase Order (PO), the Vendor agrees to the terms and conditions below, which apply to and become a part of every Texas Workforce Commission (TWC) purchase. Only mutual written exceptions will be valid. Where a purchase is made without the Invitation for Bids (IFB); Request for Offers (RFO) or Request for Proposals (RFP) process, IFB/RFO/RFP, equates to "Purchase Order" and "Bidder/ Offeror/Proposer" equates to "Vendor". Any specification in the solicitation that is in conflict with these standard terms and conditions takes precedence. All references to "days" shall be calendar days unless specified otherwise.

*****NOTE TO VENDORS:** Any terms and conditions attached to a Vendor's solicitation response will not be considered unless the Vendor specifically refers to them on the face of the first page of its response.

*****WARNING:** Such terms and conditions may result in disqualification of the submitted Vendor's response (e.g., responses with a requirement to apply the laws of a State other than Texas.)

1. SOLICITATION RESPONSE REQUIREMENTS

- 1.1. **Written Specifications:** TWC will not be bound by any oral statement or representation contrary to the written specifications contained in the solicitation.
- 1.2. **Incomplete Responses:** Late, illegible, incomplete and/or unsigned responses may be deemed non-responsive and may not be considered.
- 1.3. **Freight:** Prices quoted are to include freight prepaid, F.O.B. Destination (Free on Board). Enter unit price on quantity and unit of measure specified - extend and show total. In case of errors in extension, unit prices shall govern.
- 1.4. **Firm Pricing:** Prices submitted are expected to be firm for TWC acceptance for ninety (90) days from the solicitation deadline. "Discount from list" offers are not acceptable unless specifically requested. Cash discounts will not be considered in determining the low offer. All cash discounts submitted will be taken if earned. Prices must remain firm for the duration of the term of the PO/contract.
- 1.5. **Ties:** In the case of tie bids, the award will be made in accordance with the preferences listed under 34 Texas Administrative Code (TAC) §20.306.
- 1.6. **Preferences:** In making an award, TWC shall apply the preferences listed at 34 TAC §20.306. For purchase or lease of computer equipment TWC shall apply a preference for manufacturers that have a computer recycling program as described in 1 TAC §217.11.
- 1.7. **Bid Alteration/Withdrawal:** A submitted response to a solicitation cannot be altered or amended after the solicitation deadline, except by formal negotiation via the RFO/RFP processes. Any alteration made before the solicitation deadline is to be initialed by Vendor or the Vendor's authorized agent. Vendors are not allowed to withdraw their submitted response after the solicitation deadline without approval by TWC.
- 1.8. **Rejection of Bids:** In accordance with Texas Government Code §2156.008, TWC reserves the right to reject a bid in which there is a material failure to comply with specification requirements. TWC may reject all bids or parts of bids if the rejection serves the State's best interest.
- 1.9. **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **Other Entities:** TWC requests that the Vendor extend the same contract prices and conditions to Local Workforce Development Boards (LWDB) and Child Care Management Services (CCMS) entities contractually linked with TWC, if awarded the contract.
- 1.11. **Identify All Parties:** TWC requires all business partners, equipment, support or maintenance providers who will

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perform under an awarded contract to be identified prior to contract award for TWC approval. Substitutions of providers shall be submitted in writing for TWC approval during the term of the agreement.

- 1.12. **No Travel:** TWC will not reimburse a Vendor for travel and expenses unless specifically provided for in the contract documents. In that event, such reimbursement will not exceed the state travel reimbursement rates and limits established by the then current General Appropriations Act.

2. GENERAL CONDITIONS

- 2.1. **Certain Construction Liability Claims.** TWC will comply with the provisions of Texas Government Code, Chapter 2272 in the event that a claim for damages arises to which that chapter applies.
- 2.2. **Damage to Grounds and Buildings:** Vendor shall be financially responsible for any or all damage done by its employees, agents and subcontractors to the TWC grounds and buildings. Vendor is responsible for the removal of all debris resulting from work performed under the contract.
- 2.3. **Disclosure of Information:** TWC, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records which are directly pertinent to this procurement.
- 2.4. **Texas Public Information Act:**
- 2.4.1. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 (the "Public Information Act").
 - 2.4.2. All information submitted in response to the solicitation is subject to public disclosure pursuant to the Public Information Act. In the event of a request for information pertaining to the solicitation, TWC will comply with the provisions of the Public Information Act to protect the interests of the State of Texas. The Public Information Act allows the public to have access to information in the possession of a governmental body. Therefore, the Vendor must clearly identify any confidential or proprietary information on the page on which it appears in the solicitation response and reference the specific exception to disclosure in the Public Information Act that applies. Proprietary information identified by the Vendor in advance will be kept confidential to the extent permitted by state law. Any information not clearly identified as confidential or proprietary shall be deemed to be subject to disclosure pursuant to the Public Information Act.
 - 2.4.3. All information, documentation and other material in connection with the solicitation or any resulting contract will be retained by TWC for the period specified in the Records Retention Schedule created under Texas Government Code, Chapter 441. The information will not be returned to the Vendor who submitted it during the retention period time.
 - 2.4.4. Vendor is required to make any public information created or exchanged with the State pursuant to any contract with TWC, 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 TWC.
- 2.5. **Award of Contract:**
- 2.5.1. Responding to a solicitation is an offer to contract with the State based upon the terms, conditions, and specifications contained in the solicitation. Submitted responses do not become contracts unless and until they are accepted and an award is made by TWC Procurement and Hub-Services and a PO or a fully executed contract is issued to the Vendor.
 - 2.5.2. TWC reserves the right to negotiate price and terms with any and all Vendors, to accept or reject all or any part of a Vendor's response, waive minor technicalities, to request Best and Final Offers from all or any Vendors, and make an award that represents Best Value to the agency or the State.
 - 2.5.3. Subsequent to award, TWC may, at its sole option, request the Vendor to negotiate contract amendments or renewals as is determined to be in the best interest of the agency or the State.
 - 2.5.4. TWC reserves the right to use a third party to negotiate price related to any Information Technology solicitation or contract.
 - 2.5.5. TWC reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.
- 2.6. **Vendor Assignments:** No assignment is permitted by the Vendor without prior written consent of TWC. Any written request for assignment must be accompanied by written acceptance of the assignment by the assignee. Except where otherwise agreed in writing by TWC, assignment will not release Vendor from its obligations pursuant to the

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contract. TWC will comply with the provisions of Texas Government Code §2262.056, when applicable, by providing notice to the Legislative Budget Board of a proposed assignment prior to approval of the assignment.

2.7. **TWC Assignments:** TWC may sub-lease or assign equipment and related services provided via the contract to other entities which contract with TWC to provide agency support or services.

2.8. **INDEMNIFICATION**

2.8.1. **ACTS OR OMISSIONS: VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TWC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DISIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

2.8.2. **Infringements:**

2.8.2.1. **VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TWC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.**

2.8.2.2. **VENDOR SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY: (1) USE OF THE PRODUCT OR SERVICE FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED, (2) ANY MODIFICATION MADE TO THE PRODUCT WITHOUT VENDOR'S WRITTEN APPROVAL, (3) ANY MODIFICATIONS MADE TO THE PRODUCT BY THE VENDOR PURSUANT TO TWC'S SPECIFIC INSTRUCTIONS, (4) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO TWC, OR (5) ANY USE OF THE PRODUCT OR SERVICE BY TWC THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT.**

2.8.2.3. **IF VENDOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR TWC PROVIDES VENDOR WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, VENDOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST TWC, SHALL), AT VENDOR'S SOLE OPTION AND EXPENSE; (1) PROCURE FOR TWC THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE, OR (2) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALITY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT TWC'S USE IS NON-INFRINGEMENT.**

2.8.3. **TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY:**

2.8.3.1. **VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE STATE OF TEXAS AND/OR TWC SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS,**

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OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2.8.3.2. VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TWC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

2.9. Vendor Performance: In accordance with Texas Government Code §§2155.074, 2155.075, 2156.007, 2157.003 and 2157.125, Vendor performance may be used as a factor in the award.

2.10. Force Majeure: TWC may grant relief from performance of an awarded contract or PO, or extend a performance period, if the Vendor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault of the Vendor. If the Vendor requests the relief, the burden of proof for the need of such relief shall rest upon the Vendor, who must file a written request for such release or extension. If TWC grants such relief due to circumstances known by the agency, the agency must document such reasons in the contract file.

2.11. Dispute Resolution Procedures:

2.11.1. Procurement Disputes: In accordance with Texas Government Code, §2155.076, TWC has established protest procedures for resolving vendor protests relating to the solicitation, evaluation or award of a contract for goods and/or services. Such protests must be made via certified mail and received in the Director of Business Operations' office within ten (10) business days from the date of the announcement of the award. The written protest must include: the number of the solicitation being protested; the grounds for the protest, including a description of any alleged acts or omissions by TWC that form the basis for the protest; any written information which the protestor believes is relevant to the award; and the basis for the protestor's interest in the procurement. TWC will make available to the protestor all requested documents not exempted from disclosure under Texas and federal law. TWC will provide copies of these documents upon payment of the fees adopted by TWC for record duplication. The protestor will be provided an opportunity for an informal meeting with the Director or his designee, to discuss the protest, however, TWC may limit the amount of time allocated for the meeting. The Director will issue the final written decision to the protestor

2.11.2. Contract Disputes: Disputes arising under this Contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code.

Debt to the State: Vendor agrees that any payments due under this contract will be

applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

2.12. Hold-Over Contract Extension: In the event contract renewal negotiations are not completed prior to the contract expiration date, both parties agree that services shall be provided by the Vendor and accepted by TWC, subject to all original terms and conditions of the contract, for a period not to exceed ninety (90) days following the original contract expiration date. During the hold over extension period, service costs shall be provided at the pro-rated rates, as applicable, in effect immediately prior to expiration of the original contract period and all other terms and conditions shall remain in effect. TWC may terminate such hold over extension period by providing written notice of cancellation not less than ten (10) business days prior to the cancellation date.

2.13. Records Retention: Vendor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents relevant to showing that any payments under this Contract were expended in

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accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. If Vendor chooses not to preserve contracting information for the retention period required by this section, Vendor agrees to provide at no cost to TWC all contracting information related to the Contract that is in the custody or possession of Vendor or any of its subcontractors.

- 2.14. **Agency's Right to Audit:** Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to this Contract, including but not limited to work papers, reports, books, records, and supporting documents. Vendor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Vendor must retain all work and other supporting documents pertaining to this Contract, for the purposes of inspecting, monitoring, auditing, or evaluating by TWC and any authorized agency of the State of Texas, including an investigation of audit by the State Auditor.

State Auditor: Vendor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Vendor's failure to comply with this Section shall constitute a material breach of Contract and shall authorize TWC and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code §2262.154, the acceptance of funds by Vendor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract shall constitute acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Vendor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the director of the legislative audit committee, an entity that is subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

- 2.15. **Limitation on TWC's Liability:** TWC will not be liable for any incidental, indirect, special, or consequential damages under contract, Tort, (including negligence), or other legal theory. TWC's liability to Vendor under the contract will not exceed the total charges to be paid by TWC to Vendor under the contract.

- 2.16. **State Ownership:** The Parties agree that TWC will own all right, title and interest in and to the work products including deliverables, source and object code and documentation developed by the Vendor in connection with the contract.

2.16.1. All work products including deliverables, source and object code and documentation, in whole or in part, will be deemed works made for hire of TWC for purposes of copyright law and copyright will belong solely to TWC.

2.16.2. To the extent that any such work product or deliverable does not qualify as a work made for hire under applicable law, and to the extent that the deliverable or work product includes materials subject to copyright, patent, trade secret, or other proprietary right protection, Vendor agrees to assign, and hereby assigns, all right, title, and interest in and to the work products and deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein (including renewals thereof) to TWC.

2.16.3. Vendor will assist TWC or its nominees to obtain copyrights, trademarks, or patents for all such work products or deliverables in the United States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer to TWC all the right, title, and interest in and to such work products or deliverables. Vendor

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agrees to not assert any moral rights under applicable copyright law with regard to such work products and deliverables.

- 2.16.4. Vendor agrees to reproduce and include TWC's copyright and other proprietary notices and product identifications provided by Vendor on such copies, in whole or in part, or on any form of the work products or deliverables.
- 2.17. **License:** In accordance with 2 C.F.R. §200.315, all appropriate State and Federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate or otherwise use, and to authorize others to use for State or Federal purposes all materials, deliverables and work products, including software and modifications thereof, and associated documentation designed, developed, or installed with Federal Financial Participation under the contract, including but not limited to those materials covered by copyright, all source and object code, instructions, files, and documentation composing the system.
- 2.18. **Most Favored Customer:** If during the term of the contract, the Vendor enters into another contract with any customer for substantially similar services at prices more favorable than those provided to TWC, the contract may be amended to provide the more favorable prices to TWC.
- 2.19. **Governing Law and Venue:** The contract shall be executed in and governed, construed and interpreted under the laws of the state of Texas, without regard to the conflicts of law provisions. Vendor agrees that proper venue for a claim arising under the contract shall be brought in a court of competent jurisdiction in Travis County, Texas.
- 2.20. **Survival:** Expiration or termination of the contract for any reason does not release Vendor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.
- 2.21. **Severability:** If any provision of the contract is construed to be illegal or invalid, such provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated into the contract, but all other provisions shall remain in full force and effect.
- 2.22. TWC and the Vendor must adhere to the directions in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism. This Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.Sam.gov>
- 2.23. **No Waiver:** Nothing in this contract shall be construed as a waiver of the TWC's or the State's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the TWC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to TWC or the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TWC does not waive any privileges, rights, defenses, or immunities available to TWC by entering into this contract or by its conduct prior to or subsequent to entering into this contract.
- 2.24. **Redacted Electronic Copy:** Texas Government Code §322.020 and as per the following requirements, no later than two (2) business days after Vendor's receipt of notice from TWC, the Vendor must deliver to TWC two (2) electronic copies of its complete proposal. Vendor shall deliver these electronic copies to TWC via overnight delivery in compliance with all of the following requirements:
 - 2.24.1. Two (2) compact discs (CDs), each containing a copy of Vendor's response to solicitation, in searchable Portable Document Format (PDF) format, which has excised, blacked out, or otherwise redacted information from its solicitation response that Vendor reasonably considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of Vendor's solicitation response, such as social security numbers). Each CD shall also contain an Appendix for Vendor's solicitation response which provides a cross reference for the location of all information redacted by Vendor and a general description of the redacted information. These two (2) identical CDs should be entitled "For Public Release: Redacted Version of [Name of Vendor]'s Proposal and Exhibits. Texas Workforce Commission's RFP/RFO/IFB solicitation No. ____."
 - 2.24.2. Per Texas Government Code § 322.020, the Texas Legislative Budget Board (LBB) has now implemented a major contracts database.

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2.24.3. TWC shall upload to the LBB's contracts database the text of the complete contract (with limited redaction and appendix) no later than ten (10) days after date of contract award. By submitting a response to this solicitation, Vendors acknowledge that they understand and accept this requirement. See the LBB website at <http://www.lbb.state.tx.us/>.

2.24.4. **American Recovery and Reinvestment Act (ARRA or the Recovery Act)**

2.24.4.1. Buy American Requirements for Construction Material prohibits the use of funds appropriated for the Recovery Act for any project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

2.24.4.2. Whistleblower Protection: Pursuant to Section 1553 of the American Recovery and Reinvestment Act, Vendors shall promptly refer to the U.S. Department of Labor, Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds

2.27 Background Check: Vendors must submit criminal background checks on all key personnel assigned to the services related to this solicitation, as authorized by Texas law, and at Vendor expense. Key personnel are defined as personnel whose oversight and guidance is essential to the subject services. TWC may provide any finalist for a contract position a Contractor Criminal History Report Investigation Request form P33c which contractor must complete and submit back to TWC as required on the form. To obtain a facility access badge, contractor must provide TWC with either a completed form P-33c or a recent criminal background check within fifteen (15) days of contract award. TWC will not issue a Purchase Order until the criminal background check has been completed and passed.

2.28 Privacy: Vendor who has access to sensitive personally identifiable information ("Sensitive PII"), including anyone who views contracts, collects, uses, maintains, stores or destroys Sensitive PII of TWC employees, job seekers, employers, customers or partners, must safeguard that information.

2.28.1 Sensitive PII is anything that alone or in combination with available information can identify an individual, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience or unfairness to an individual.

2.28.2 Awarded Vendor must have a Non-Disclosure Agreement (NDA) on file with TWC prior to handling Sensitive PII.

2.28.3 In order to safeguard Sensitive PII, Awarded Vendor must:

2.28.1.1 Collect Sensitive PII only as authorized.

2.28.1.2 Limit the use of Sensitive PII.

2.28.1.3 Minimize the proliferation of Sensitive PII.

2.28.1.4 Secure Sensitive PII both physically and in electronic form.

2.28.1.5 Report suspected privacy incidents within twenty four (24) hours to the TWC Contract Manager or, email the TWC Information Security Office at CISO@twc.state.tx.us.

2.28.1.6 Not transmit or store Sensitive PII in a server or storage device that is located in a foreign country.

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2.29 Awarded Vendor will not transmit Sensitive PII via email or store on CDs, DVDs, thumb drives and the like without prior review and encryption protocol approved by TWC.

2.29.1 Failure to follow these requirements will constitute a breach of contract.

2.30 Change in Law: Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

2.29 Davis-Bacon Act: Vendors on all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.")

2.31. Vendor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

2.32. Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701-3708). For all contracts in excess of \$100,000 that involve the employment of mechanics and laborers, Vendor shall comply with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

2.33. Environmental Protection: Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.).

2.34. Contracting Information Responsibilities: If this contract has a stated value equal to or in excess of \$1 million or results in the expenditure of an amount equal to or in excess of \$1 million in public funds, in accordance with Texas Government Code §552.372, Vendor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirement applicable to TWC for the duration of the Contract, (2) promptly provide to TWC any contracting information related to the contract that is in the custody or possession of the Vendor on request of TWC, and (3) on termination or expiration of the contract, either provide at no cost to TWC all contracting information related to the contract that is in the custody or possession of the Vendor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to TWC. Except as provided by Texas Government Code §552.374(c), the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to the contract and Vendor agrees that

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the contract may be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 2.35.** Disaster Recovery Plan. In accordance with 13 TAC §6.94(a)(9), Vendor shall provide to TWC the descriptions of its business continuity and disaster recovery plans.
- 2.36.** Media Releases. Vendor shall not use TWC's name, logo, or other likeness in any press release, marketing material, or other announcement without TWC's prior written approval. TWC does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the solicitation response or the services to which they relate without Agency's prior written consent, and then only in accordance with explicit written instruction from TWC.
- 2.37.** Specific Conditions for Disclosing Federal Funding in Public Announcements. The parties agree that all statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money from the U.S. Department of Education, the parties shall clearly state:
- 2.38.1 the percentage of the total costs of the program or project which will be financed with Federal money;
 - 2.38.2 the dollar amount of Federal funds for the project or program; and,
 - 2.38.3 the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- 2.38.** Prohibition of Text Messaging and E-mailing While Driving During Official Federal Grant Business. The parties and their employees and representatives are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official contract business, or from using government supplied electronic equipment to text message or email when driving. The parties must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

3. REQUIRED CERTIFICATIONS

By responding to this solicitation and accepting the award of a contract or purchase order, Vendor certifies to the

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following:

- 3.1. Vendor represents and warrants that all statements and information prepared and submitted in this Proposal are current, complete, true and accurate. Submitting a Proposal with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Proposal and any resulting contract.
- 3.2. **All Terms and Conditions Met:** that all terms and conditions listed in the solicitation will be met.
- 3.3. By submitting the Proposal, Vendor represents and warrants that the individual submitting this document and the documents made part of this Proposal is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission of this Proposal
- 3.4. **U.S. Department of Homeland Security's E-Verify System:** By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine eligibility of:
 - 3.4.1. All persons employed to perform duties within Texas, during the term of the Contract; and
 - 3.4.2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.
 - 3.4.3. The Contractor shall provide, upon request of TWC, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.
 - 3.4.4. **If this certification is falsely made, the Contract may be immediately terminated, at the discretion of TWC and at no fault to TWC, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that TWC must undertake to replace the terminated Contract.**
- 3.5. **Inducements/Dealings with Public Servants:** that the Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted solicitation response.
- 3.6. **Lobbying:** that the Vendor will not and has not used any federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Vendor certifies that it shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL. Further, Vendor certifies that no funds provided under the contract will be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators.
- 3.7. **Not Ineligible:** that neither the Vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participating in this contract by any state or federal agency.
- 3.8. **Non-Discrimination:** The Vendor agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits or, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Vendor certifies compliance with the Rehabilitation Act of 1998 § 508, 29 U.S.C. §794d, relating to the use of electronic and information technology for individuals with disabilities; the Housing and Urban Development Act §3, 12 USC §1701u Sec. 1701u, relating to economic opportunities for low- and very low-income persons; Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal contract Compliance Programs, Equal Employment Opportunity Department of Labor."; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101); and all amendments to each.
- 3.9. **Drug-Free Workplace:** The Vendor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. §81, Title V, Subtitle D).
- 3.10. **Franchise Tax:** The Vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas, pursuant to Chapter 171, Texas Tax Code.
- 3.11. **Child Support:** The Vendor is not ineligible to receive the specified grant, loan, or payment under Texas Family Code §231.006 (relating to child support) and acknowledges that the contract may be terminated and payment

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may be withheld if certification is inaccurate. Pursuant to Texas Family Code §231.006(c), Vendor must provide the name and Social Security Number (SSN) of each person with at least 25% ownership of the business. This information must be provided prior to contract award.

- 3.12. **Certain Bids and Contracts Prohibited:** Under Texas Government Code §2155.004, Vendor certifies that the individual or business entity named in the solicitation response is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and/or payment withheld if this certification is inaccurate.
- 3.13. **Fair Business Practices:** The Vendor has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Vendor further affirms that no officer of the Vendor has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.
- 3.14. **Antitrust Affirmation:** Affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor have violated any federal antitrust law; and (3) neither I nor any representative of the Vendor have directly or indirectly communicated any of the contents of this Response to a competitor of the Vendor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Vendor.
- 3.15. **No Compensation:** The Vendor has not received compensation for participation in the preparation of the solicitation. This section does not prohibit a Vendor or contract participant from providing free technical assistance.
- 3.16. **Conflict of Interest:** Vendor has disclosed any existing or potential conflict of interest relative to the performance of the contract. Failure to do so will be grounds for contract termination.
- 3.17. **Prohibition on Certain Bids and Contracts related to Disasters and Hurricanes Katrina and Rita:** Under Texas Government Code §2155.006, the Vendor certifies that the individual or business entity named in response to this solicitation is not ineligible to receive the specified contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
- 3.18. **Independent Contractor:** Vendor or Vendor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this solicitation. Vendor and Vendor's employees, representatives, agents and any subcontractors shall not be employees of TWC. Should Vendor subcontract any of the services required in this solicitation, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TWC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this solicitation and any resulting contract.
- 3.19. **Insurance Requirements.**
 - Workers' Compensation Insurance.** Vendor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.
 Workers Compensation: Statutory Limits
 Employers Liability: Each Accident \$1,000,000
 Disease – Each Employee \$1,000,000
 Disease – Policy Limit \$1,000,000
 - Commercial General Liability Insurance:**
 Occurrence based:
 Bodily Injury and Property Damage
 Each occurrence limit: \$1,000,000
 Aggregate limit: \$2,000,000
 Medical Expense each person: \$5,000
 Personal Injury and Advertising Liability: \$1,000,000
 Products/Completed Operations Aggregate Limit: \$2,000,000
 Damage to Premises Rented to You: \$50,000

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NOTE: The required coverage is to be with companies licensed in the state of Texas with an "A" rating from A.M. Best, and authorized to provide the corresponding coverage.

- 3.20. **Felony Criminal Convictions:** Vendor represents and warrants that Vendor has not and Vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised TWC as to the facts and circumstances surrounding the conviction.
- 3.21. **Restricted Employment for Former State Officers or Employees Under Texas Government Code §572.069:** Vendor certifies that it has not employed and will not employ a former TWC or state officer who participated in a procurement or contract negotiations for TWC involving Vendor within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
- 3.22. Vendor certifies that both of the following statements are true and correct and that the Vendor understands that making a false statement is a material breach of the contract and is grounds for termination of contract award:
- 3.22.1. Vendor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas, to the extent applicable.
- 3.22.2. Vendor has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.
- 3.23. **Entities that Boycott Israel:** In contracts worth \$100,000 or more in value, if Vendor is a Company as defined by Texas Government Code §808.001 with 10 or more full-time employees, and Vendor is not a sole proprietorship, Vendor represents and warrants that, pursuant to Texas Government Code § 2271.002, Vendor does not boycott Israel and will not boycott Israel during the term of any contract executed with TWC.
- 3.24. **Foreign Terrorist Organizations:** Vendor represents and warrants that it is not engaged in business with Iran, Sudan or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.
- 3.25. **Executive:** Vendor certifies it is in compliance with Texas Government Code §669.003, relating to contracting with the executive head of a State agency. If applicable, Vendor will complete the following for TWC evaluation:
 Former Executive

Name: _____

State _____

AgencyName: _____

Date Separated _____

from Agency: _____

Position with _____

Vendor: _____

Date employed _____

with Vendor: _____

- 3.26. **Buy Texas:** Vendor agrees to comply with Texas Government Code §2155.4441, pertaining to purchasing products and materials produced in the State of Texas.
- 3.27. **Human Trafficking.** Under Texas Government Code §2155.0061, Vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Further, Vendor acknowledges that TWC may not award a contract to person convicted of on any offense related to the direct support of promotion of human trafficking during the five-year period preceding the date of award and that if TWC determines that Vendor is ineligible to have accepted the Contract, TWC may immediately terminate the contract without further obligation to Vendor.
- 3.28. **Trafficking in Persons.** The parties acknowledge the requirements of 2 C.F.R. §175, including the U.S. Department of Education's modifications to these requirements, and agree to comply with the requirements regarding trafficking in persons.
- 3.29. **Disclosure of Prior State Employment.** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Vendor certifies that it does not employ an individual who has been employed by

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TWC or another agency at any time during the two (2) years preceding submission of the solicitation response or, in the alternative, Vendor has disclosed in its solicitation response the following: (a) the nature of the previous employment with TWC or the other agency; (b) the date employment was terminated; and (c) the annual rate of compensation for the employment at the time of termination.

- 3.30. **Former Agency Employees.** In accordance with Texas Government Code S2252.0901, Vendor represents and warrants that none of its employees, including but not limited to those authorized to provide services under the contract were former employees of TWC during the twelve (12) month period immediately prior to the date of execution of the contract.
- 3.31. Vendor represents and warrants that if selected for award of a contract as a result of this solicitation, Respondent will submit to Agency a Certificate of Interested Parties, prior to contract execution as required by Texas Government Code §2252.908.
- 3.32. **Cybersecurity Training:** Vendor represents and warrants that it will comply with the requirement of Texas Government Code §2054.5192 relating to cybersecurity training and required verification of completion of the training program. Specifically, if Vendor or any Vendor employee or subcontractor employee has access to a state computer system or database, Vendor shall ensure that Vendor, or any Vendor employee or subcontractor employee completes a cybersecurity training program certified under Texas Government Code §2054.519 as selected by TWC. The cybersecurity training program must be completed by Vendor during the term of the contract and during any renewal period. Vendor shall verify completion of the cybersecurity training to the TWC point of contact.
- 3.33. **Computer Equipment Recycling Program:** Vendor hereby certifies its compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act located in Subchapter Y, Chapter 361, Texas Health and Safety Code and the Texas Commission on Environmental Quality rules, 30 TAC, Chapter 328.
 Failure of a Vendor to provide this certification shall render the Vendor ineligible to participate in the bidding process. TWC shall reject the related bid and not evaluate it.
- 3.34. **Television Equipment Recycling Program:** Vendor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

4. SPECIFICATIONS

- 4.1. Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Submitted responses containing other brands that are functionally equivalent will be considered unless TWC has advertised the solicitation as proprietary under Texas Government Code §2155.067. If Vendor takes an exception to the solicitation's specifications and Vendor's response contains equivalent product, Vendor is required to include additional information such as manufacturer, brand or trade name, illustrations, and specifications for the equivalent product as part of their response to the solicitation. If Vendor takes no exception to the specifications, the Vendor must furnish the item(s) as specified in the solicitation.
- 4.2. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation. Written warranty is to be provided with product, and is to include the point-of-contact name, phone number, and all information needed to initiate a warranty service call.
- 4.3. **No Substitutions:** Vendor will not make any substitution to the specifications of any solicitation or PO, unless the substitution is (1) proposed to TWC in writing by the Vendor, and (2) supported by the expressed written prior approval of TWC.
- 4.4. **Replacement Parts Available:** The Vendor, in connection with an agreement with the manufacturer of the equipment, warrants that new or reconditioned replacement parts will be available until five (5) calendar years after the date of the award of the contract. All replacement parts must meet or exceed original manufacturer's specifications and be compatible with existing equipment.
- 4.5. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
- 4.6. Vendor guarantees product offered will meet or exceed specifications; that the product is new, in current production, including the manufacturer's standard equipment and accessories; and is qualified for full maintenance coverage, service and support at, or below, the manufacturer's standard maintenance rates.

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- 4.7. **Projects Using Iron or Steel Products:** Pursuant to Texas Government Code §2252.202, iron or steel products produced through a manufacturing process and used in the project must be produced in the United States.

5. DELIVERY

- 5.1. Vendor is to show the number of days required to place material in the receiving location under normal conditions. Failure to state delivery time obligates Vendor to complete delivery within fourteen (14) days. Unrealistically short or long delivery promises may cause Vendor's response to be disregarded. Consistent failure to meet delivery promises will be grounds for termination of the contract.
- 5.2. If delay is foreseen, Vendor shall give written notice to TWC who reserves the right to extend delivery date if reasons appear valid. Vendor must keep TWC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TWC to purchase the ordered products elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor. Any damages incurred by TWC as a result of the default may also be assessed to the defaulting Vendor.
- 5.3. Delivery shall be made on State business days between 8:00 am and 5:00 pm, unless prior approval has been obtained from TWC.

6. VALIDATION, INSPECTION & TESTS

- 6.1. Vendor agrees to provide TWC with information necessary to validate any statements made in the Vendor's solicitation response, if requested by TWC. This may include, but is not limited to, allowing access for on-site observation, granting permission for TWC to verify information with third parties, allowing inspection of Vendor's records, and allowing inspection of plans for compliance.
- 6.2. All goods will be subject to inspection and test by TWC to the extent practicable at all times and places. Tests may be performed on samples called for, or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods that have been delivered and rejected in whole, or in part may, at TWC's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.

7. INVOICING INSTRUCTIONS

- 7.1. Invoices must be submitted to TWC according to the instructions on the PO to the named individual and the address indicated on the PO. Invoice must show TWC as the receiving agency.
- 7.2. Submit invoice in duplicate. Upon request, one copy will be returned when making payment.
- 7.3. Invoices must include the name and address of Vendor, which must be identical to the information stated on the PO.
- 7.4. The TWC PO number and date of the PO must be shown on all invoice copies.
- 7.5. Invoice must have description of each item. Item numbers must be shown to correspond with the item numbers on the PO.
- 7.6. Quantity and date delivered, unit of measure specified and total price of each item must be shown, all prices extended on the invoice, with all extensions on the invoice totaled, and the grand total shown.
- 7.7. Discounts, if applicable, must be stated, extended, and deducted to arrive at a Net Total for the invoice.
- 7.8. Trade-in values must be stated on the invoice.

8. PAYMENT

- 8.1. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 governs remittance of payment and remedies for late payment and non-payment.
- 8.2. TWC will incur no penalty for late payment if payment is made within thirty (30) days of acceptance of goods or services, or within thirty (30) days of receipt of an uncontested invoice submitted according to the instructions on the PO, whichever comes last.
- 8.3. In no event shall use of the product by TWC, for any purpose during any phase of the acceptance testing, constitute acceptance of any product by TWC.
- 8.4. Prior to any payment being made, the goods or services being invoiced must have been received and accepted by TWC.

9. PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

- 9.1. Vendor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright trade secret or other proprietary rights, violations or infringements arising from the State's or Vendor's

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use of acquisition of any services or other items provided to the State of Texas by Vendor or otherwise to which the State of Texas has access as a result of Vendor's performance under this Contract, provided that the State shall notify Vendor of any such claim within a reasonable time of the State's receiving notice of any such claim. If Vendor is notified of any claim subject to this section, Vendor shall notify TWC of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Vendor without TWC prior written approval. Vendor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including but not limited to, attorney's fees and court costs, arising from such claim. Vendor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest.

- 9.2. Should the goods, or use of the goods, become the subject of a claim of infringement of a United States patent, trademark, copyright, trade secret or other proprietary rights, TWC may require the Vendor to procure for TWC the right to continue using the goods, to replace or modify the same to remove the infringement, or to accept return of the goods.
- 9.3. Vendor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.
- 9.4. Vendor agrees that for the exclusive use by TWC for State business, TWC is free to reproduce without royalty, all manuals, publications, maintenance programs, diagnostics and documentation pertaining to any product developed as a result of the contract.

10. TERMINATION PROVISIONS

- 10.1. TWC reserves the right to immediately terminate any PO or contract resulting from or connected to this solicitation, in whole or in part, without recourse or penalty for breach of contract by the Vendor.
- 10.2. TWC reserves the right to terminate any PO or contract resulting from or connected to this solicitation, in whole or in part, without recourse or penalty upon TWC within thirty (30) calendar days advance written notice, if TWC determines that such termination is in the best interest of the state, including but not limited to the following reasons:
 - 10.2.1. Failure to obtain or sustain funding from either Federal or State funding sources.
 - 10.2.2. Amendment or judicial interpretation of State or Federal laws or regulations that render fulfillment of the contract substantially unreasonable, impossible, or unnecessary.
- 10.3. In the event of such termination, Vendor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TWC shall be liable for payments limited only to the portion of work TWC expressly authorized in writing and which Vendor has completed, delivered to TWC, and which has been accepted by TWC in writing. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. TWC shall have no other liability, including no liability for any costs associated with the termination.
- 10.4. TWC expressly reserves any and all legal remedies to which it may be entitled to collect related to any and all damages directly or indirectly resulting from breach of contract, by the Vendor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of the Vendor.
- 10.5. TWC shall retain ownership of all work products including deliverables, source and object code, and documentation in whatever form that they exist. In addition to any other provision, the Vendor shall transfer title and deliver to the TWC any partially completed work products, deliverables, source and object code, or documentation that the Vendor has produced or acquired in the performance of the contract.

11. INFORMATION TECHNOLOGY (IT) PURCHASES:

- 11.1. During the term of the contract, the Vendor must notify TWC whenever an engineering change is made that may affect TWC's use of the product. It will be the sole option of TWC to accept the change.
- 11.2. Vendor represents that the product and all its elements, including, but not limited to, documentation and source code, meet the standards issued by the American National Standards Institute.
- 11.3. Vendor agrees that TWC owns the source code to any jointly-developed application(s) resulting from the contract.
- 11.4. As required by 1 TAC, Chapter 213:
 - 11.4.1 Effective September 1, 2006, state agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
 - 11.4.2 Vendor shall provide TWC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing

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compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d)), or indicate that the product/services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TWC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

11.4.3 TWC will use either VPAT or the Buy Accessible Wizard to assess the degree of accessibility of a proposed product when making the procurement decision.

11.5 Vendor shall follow Web Content and Accessibility Guidelines. (WCAG 2.0) as applicable for new websites, applications or redesigns.

11.6 Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC, Chapter 202.

Infolob Response: Infolob agrees to the additional terms and conditions listed under Attachment 1.

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Attachment 2 –Offeror Agreement

Offeror must complete the following information as part of their response to this solicitation. By signing below, the Offeror agrees to provide the items/services specified and to abide by all terms and conditions in this SOW and in any contract resulting from an award.

Any exceptions taken to the terms and conditions as set forth in this document must be identified in detail and accompany your response to this solicitation. Any exceptions not identified in detail at the time your response is submitted will not be considered. Please complete the following: ☒ No exceptions taken

OR ☐ Yes, exception taken due to (state your reason):

The firm, fixed price per item listed on the Cost Worksheet must remain firm, fixed pricing from the date of contract award through the end of the contract period.

Printed Name of Person Signing	Signature of Person Authorized to Make This Agreement	Date Signed
Renee Hoylman	<i>Renee Hoylman</i>	January 8, 2021

Offeror Information

Offeror Name	Infolob Solutions Inc.
Mailing Address	909 Lake Carolyn Parkway, STE 300, Irving, TX 75039
Billing Address (if different from above)	909 Lake Carolyn Parkway, STE 300, Irving, TX 75039
City, State & ZIP Code	Irving, TX 75039
Phone No./Fax No.	Phone: (972)-535-5559 Fax: (888)-228-4125
E-Mail Address	Renee.hoylman@infolob.com

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Employer Identification No.	264550756
Texas Identification No.	32039187680

In an effort to minimize identity theft, every company/individual MUST have an Employer Identification Number (EIN), also known as a federal tax identification number prior to award of a contract. For information on obtaining your EIN, you may call 800-829-4933 or visit the following website: <http://www.irs.gov/businesses/small-businesses-self-employed/>

The Texas Identification Number is the payee identification number assigned and used by the Texas Comptroller of Public Accounts to process payment for goods/services. Enter this number in the space provided above if number is not pre-printed. If this number is not known, please visit:

<https://fm.x.cpa.texas.gov/fmx/payment/resources/tin.php> to set up a Texas Identification Number.

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Attachment 3 – Deliverable Expectations Document

905.04 Deliverable Expectations Document (DED)

320-[Contract ID]

Deliverable [Number] [Deliverable Name]



Texas Workforce Commission
[Division], [Department or program]

Contract Information

Contract title:

Purchase order:

Contract award date:

Project sponsor(s):

Vendor name:

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Contact Information

Role	Name	Email Address	Phone
Vendor Contact			
TWC Project Manager			
TWC Contract Manager			
TWC Program Manager			

Deliverable Information

Deliverable price:

Deliverable description:

Deliverable acceptance criteria:

Date due to TWC:

Date received by TWC:

Vendor DED Approval/Comments

Approved by:

DocuSign Signature and Date:

Approval comments:

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TWC DED Approval/Comments

Approved by:

DocuSign Signature and Date:

Approval comments:

TWC Deliverable Approval/Comments

Approved by:

DocuSign Signature and Date:

Approval comments:

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Attachment 4 – Offeror References

Failure to provide the following information at the time and date this SOW closes will result in the disqualification of your firm’s offer from consideration for an award resulting from this procurement.

Provide the following Offeror reference information:

For the Service that was provided:	Reference 1: Experience with Similar Services	Reference 2: Experience with Government	Reference 3: General Reference
Name of the organization			
Street address City State Zip Code			
Name of Point of Contact			
Telephone Number			
Email Address			

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Attachment 5 – Questions & Answers Template

Offerors submit their questions using this template, including the specific SOW Section and Page related to each question. TWC responds in the same format and includes an Amended SOW if needed. The answers refer to a specific location in the SOW whenever possible. If similar questions are asked, TWC may reference a response to another question. If TWC modifies the SOW in response to a vendor question, then TWC notes “Yes” in the last column on the right, SOW Modified to Clarify. TTWC will only accept questions in the format below.

No.	SOW Section	Page	Question	Answer	SOW Modified to Clarify?
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

TEXAS WORKFORCE COMMISSION
CONTRACT COVER SHEET, CONTRACT ID # 3121ITC021

TYPE OF CONTRACT: DIR-TSO-4158
Taleo Implementation Project
TWC PROCUREMENT NUMBER: 3202100027
CONTRACT PERIOD: January 8, 2021-March 31, 2021
INITIAL CONTRACT AMOUNT: Not to exceed \$230,220.00
OPTIONAL RENEWAL PERIOD: One (1) additional one (1) year term

This Contract is entered into by and between the following parties:

THE COMMISSION:

Texas Workforce Commission
101 E. 15th Street, Room 342T
Austin, Texas 78778-0001

CONTRACTOR:

Infolob Solutions
909 Lake Carolyn Parkway Ste 300
Irving, Texas 75039

Contact Person: Donna Navarro, Purchaser

Contact Person: Brent Seaman

Any alterations, additions, or deletions to the terms of this award required by changes in federal or state law or by regulations are automatically incorporated into this award without written amendment hereto and shall become effective on the date designated by such law or regulation.

Contractor agrees to provide the above services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this Contract consisting of the following parts, listed in order of precedence, which are hereby incorporated as part of this Contract and constitute promised performances by Contractor:

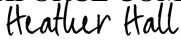
- Contract Cover Sheet, Contract # 3121ITC021
- P.O. 21-0001896
- Department of Information Resources (DIR) Products and Related Services Oracle Contract # DIR-TSO-4158, dated July 30, 2018, Infolob as Reseller.
- Best and Final Offer, dated January 8, 2021
- Vendor Technical and Financial Offer, dated November 16, 2020
- Statement of Work # 3202100027, dated November 12, 2020

Contractor hereby acknowledges that it has read and understands this entire Contract. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein. Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Commission is true and correct in all respects to the best of its knowledge and belief.

The obligations of the Commission under this Contract are expressly contingent upon the availability of funds for such purposes. This Contract shall not be binding until expressly approved by the Executive Director of the Commission, or the Executive Director's designee.

APPROVED:

TEXAS WORKFORCE COMMISSION

Heather Hall 

Chief Information Officer/IT Director
1/8/2021

Date Signed: _____

INFOLOB SOLUTIONS

Brent Seaman 

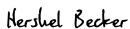
Title Cloud Practice Leader

Date Signed: 1/8/2021

Texas Department of Information Resources SOW ID# TWC-000011

DocuSigned by:

1/26/2021 | 10:06 AM CST



Chief Procurement officer