



Texas Workforce Commission

Statement of Work

Professional Development Learning Management System
3202500123

Issued: September 19, 2024

Responses Due: November 1, 2024, at 10:00 AM

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Glossary of Acronyms and Terms

Acronym Term	Description/Definition
AoC	Award of Contract
Account Verification	LMS system layer that validates that the user account entered is in the LMS cloud and matches exactly by Employee ID and Last Name
BAFO	Best and Final Offer
CAPPS	TWC statewide agency system of HR/Payroll/Training/Benefits/Time & Labor/Other modules required to be used by state law.
Compliance Status	Employee training compliance with mandatory courses completed in the LMS cloud but the compliance status is maintained solely in the CAPPS system
Credential	A credential is the all-encompassing term used to describe any type of traditional and non-traditional award within the context of education, training, workforce, and employment development. Credentials are awarded by third-party entities, who have relevant authority to issue such credentials, after individuals demonstrate proficiency or competency in a given occupation or field. Credential awards can be earned from a variety of sources, including, but not limited to, educational institutions, industry associations, or government agencies.
Data Breach	The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where individuals gain access or potential access to PII, whether physical or electronic for an unauthorized purpose.

Acronym Term	Description/Definition
DCS	Data Center Services provided through the Texas Department of Information Resources
DED	Deliverables Expectations Document
DIR	Department of Information Resources (Texas)
EIR	Electronic Information Resources
Employee Account Upload	Ability to create TWC employee accounts directly in the LMS cloud by manually keying in the data or by bulk mass upload
FedRAMP	Federal Risk and Authorization Management Program
Interface File	Employee training data extracted from the LMS cloud into a comma delimited file so that selected data may be imported into CAPPs using the same fields, data types, and CAPPs code line to perform the task
OAG	Office of Attorney General (Texas)
PDAA	Policy Driven Adoption for Accessibility
Query Access	Ability to see data in the LMS cloud using a LMS query tool
SaaS	Software as a Service
SLA	Service Level Agreement
SPI	Sensitive Personal Information
TWC	Texas Workforce Commission

Acronym Term	Description/Definition
TWC Data	All data entered into the Successful Respondent-supplied solution, either by Texas Claimants, Employers, Third-Party Administrators (TPAs), TWC Staff, local users, or other State of Texas staff is the property of the Texas Workforce Commission.
TXRAMP	Texas Risk and Authorization Management Program
URL	Universal Resource Locator
VPAT	Voluntary Product Accessibility Template
WBS	Work Breakdown Structure

1. INTRODUCTION

- a. Texas Workforce Commission (TWC) seeks Responses from Texas Department of Information Resources (DIR) Cooperative Contract Vendors to replace the current cloud solution Professional Development Learning Management System (LMS) which provides mandatory computer-based training as well as tracking of those trainings to the public, TWC employees, Workforce Board members, and Texas employers. This Statement of Work (SOW) may be referenced as the Solicitation document as well as SOW.
- b. The required Cloud-based Software as a Service (SaaS) solution must be commercially available for purchase in the marketplace as of the date of Respondent's response. Respondents must be an active DIR Cooperative Contract holder and must list the existing DIR contract number used to develop their proposal.

2. BACKGROUND

- a. Agency Information

TWC is an administrative agency within the executive branch of the State of Texas, having its principal office at 101 East 15th Street, Austin, Texas 78778.

3. POINT OF CONTACT

3.1 TWC POINT OF CONTACT DURING SOLICITATION:

Delight Dehorty, CTCD

Texas Workforce Commission

Procurement and HUB Services

Email: vendorproposals@twc.texas.gov

Required Subject Line for all Communications related to this SOW:

3202500123 — Professional Development LMS

Examples:

- 3202500123 Professional Development LMS – ABC Question(s)
- 3202500123 Professional Development LMS – ABC SOW Response

NOTE: ABC refers to Respondent name or Respondent acronym

Respondents shall make no contact concerning this Solicitation with other TWC personnel, except as permitted by the point of contact. Failure to comply with this requirement at any point prior to contract award may result in disqualification. This restriction does not preclude discussions between

affected parties for the purpose of conducting business unrelated to this procurement.

4. SCHEDULE OF EVENTS

4.1 SOW SCHEDULE

It is TWC's intention to comply with the following schedule for this solicitation. These dates represent a tentative schedule of events. TWC reserves the right to modify these dates at any time. Respondents will be notified of modifications to the schedule.

Table 11: Schedule of Events

Activity	Date
Release of TWC Solicitation Document	9/19/2024
Pre-Solicitation Conference	9/25/2024 at 2:00 PM CT
Deadline for submitting questions to TWC	9/30/2024 at 5:00 PM CT
Answers provided to Respondents	10/21/2024
Deadline for submitting response	11/01/2024 at 10:00 AM CT

4.2 OPTIONAL PRE-SOLICITATION CONFERENCE

- a. A conference will be held on the date and time specified in Table 1 above.
- b. To reserve a conference seat, register at:

https://zoom.us/webinar/register/WN_moaSdQTLSC2DG3wQ00-BuA

After registering, you will receive a confirmation email containing information about joining the Conference.

5. SOW ATTACHMENTS AND TABLES

Attachments to this solicitation are listed in Table 2, Attachments.

Table 2: Attachments

Attachment #	Attachment Name
Attachment 1	TWC Terms and Conditions
Attachment 2	Executed Offer Form & Acknowledgement of TWC T&Cs
Attachment 3	Pricing Worksheet
Attachment 4A	Requirements
Attachment 4B	Data Privacy and Cybersecurity
Attachment 5	Deliverables
Attachment 6	Deliverables Expectations Document (DED)

Attachment #	Attachment Name
Attachment 7A	Voluntary Product Accessibility Template® (VPAT ®)
Attachment 7B	Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment
Attachment 8	DIR Data Center Services (DCS) and DCS Templates
Attachment 9	Service Level Agreements (SLAs)
Attachment 10	References
Appendix A	Current Technical Environment

Tables within this solicitation, including those to be used by the Vendor as templates for the Responses are listed in **Table 3, Tables within this SOW.**

Table 3: Tables within this SOW

Table #	Table Name
Table 1	Schedule of Events
Table 2	Attachments
Table 3	Tables Within this SOW
Table 4	Questions Template
Table 5	Response Sections

6. SCOPE OF WORK

a. Required Outcome

TWC's Training and Development (T&D) Department, Fraud Deterrence and Compliance Monitoring (FDCM) Division, and Civil Rights Division (CRD) currently utilize training licenses to deploy computer-based trainings. Successful Respondent must provide a robust, up-to-date LMS with set-up and support services to allow and facilitate migration of content from the current vendor's system and provide ongoing maintenance and support during the Contract Term. For security reasons, Successful Respondent will ensure that users can access the LMS platform at any time without the necessity of on-premise installations or infrastructure in compliance with government standards for uninterrupted service and data accessibility.

b. Deliverables

Attachment 5, Deliverables, references fifteen (15) Deliverables TWC requires for the Learning Management System. The Successful Respondent must meet and deliver all requirements listed in **Attachment 5, Deliverables.**

c. DIR Data Center Services (DCS)

1. TWC is mandated by Texas Government Code, Section 2054.391 to

use Data Center Services, unless otherwise approved by DIR through DCS Exemption.

2. The Vendor must work closely with DCS and DCS Service Providers to establish the infrastructure for hosted solution. See **Attachment 8**, where you will find Data Center Services (DCS) and DCS Templates.
3. The Vendor must complete (1) one of the following three (3) DCS Templates found in **Attachment 8, DIR Data Center Services (DCS)** and return as part of the response:
 - a. Section 3.0, DCS Template - Private Cloud High Level Architecture (HLA)/Rough Order of Magnitude (ROM) and
 - b. Section 3.1, DCS Template - Public Cloud High Level Architecture (HLA) / Rough Order of Magnitude (ROM) Template(s).
 - c. Section 3.2, DCS Template - Software as a Service (SaaS) / Platform as a Service (PaaS).

d. Requirements

Attachment 4A, Requirements, are specifications required for TWC's Professional Development LMS. The Successful Respondent's solution must meet or exceed all requirements listed in **Attachment 4A, Requirements**.

e. Excluded Scope

The Scope does not include:

1. Course enrollments;
2. Instructor data or activities;
3. Training room profile or setup;
4. Course evaluations and prerequisite configuration;
5. Training History summaries;
6. Security configuration beyond user accounts for logins and administrator account for staff; and
7. Email notifications.

7. SOLICITATION DELIVERY METHODS

In accordance with state procurement statutes and rules, TWC will solicit eligible DIR Vendors having a current Cooperative Contract with DIR that meets the requirements of this Solicitation.

8. VENDOR QUESTIONS AND OFFICIAL ANSWERS

Respondents shall submit questions by email to the point of contact listed in Section 3.1 using Table 4, Questions Template at vendorproposals@twc.texas.gov. All questions must be emailed by the date and time listed in Section 4.1, SOW Schedule. TWC reserves the right to answer any questions received in response to this SOW.

Table 4: Question Template

Number	Solicitation Document Location/Cell Reference	Question

Questions and TWC official answers will be provided to all DIR Vendor recipients of the SOW. Therefore, the Vendor should not include any confidential or proprietary information in such questions. TWC will not publish the identity of any vendor that submitted an inquiry.

Official answers will be distributed as an Addendum to this Solicitation.

9. RESPONSE DEADLINE

Respondents must submit Responses to vendorproposals@twc.texas.gov.

Responses must be received by TWC on or before the **date and time specified in Section 4, Schedule of Events**.

The system clock in the TWC electronic mail address is the official timepiece for determining compliance with the deadline.

Responses must be e-mailed to the designated email address in Section 2. TWC only accepts emailed responses. **Responses received after the submission deadline will be disqualified.**

NOTE: TWC does not accept emailed responses that include HTML link(s) or encrypted emails that require downloading additional software.

TWC is not responsible for responses received after the deadline, illegible, incomplete, or otherwise considered disqualified due to failure of electronic equipment or operator error.

10. RESPONSE OWNERSHIP

All Responses, both redacted and complete, become the property of TWC. TWC reserves the right to use any and all information or materials presented in response to this SOW. Disqualification of a Vendor's Response does not eliminate this right. **Respondents must submit two (2) versions of the Response: one (1) redacted and one (1) complete. In the redacted version, please include "redacted" in file name(s). (Example: "Redacted_ABC_3202400120_Pricing.pdf")**

11. PUBLIC INFORMATION

1. TWC is a government agency subject to the Texas Public Information Act. Responses submitted to TWC as a result of this SOW are subject to release as public information after Contracts are executed or if the procurement is terminated. Respondent may not mark its complete Response "copyrighted" or mark every page as proprietary or confidential, but if a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, the Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s). Pursuant to Texas Government Code Section 2252.907, Respondent is required to make any information created, exchanged with the state pursuant to a 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 the state.
2. The Office of the Texas Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act. TWC shall comply with all decisions of the OAG.
3. TWC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Vendors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
4. The issuance of this SOW does not imply that TWC is making an offer to do business with any SOW recipient or Respondent. No agreement or other binding obligation on TWC is implied or will occur unless and until a definitive agreement is executed. The issuance of this SOW and

the submission of the Respondent's Response do not create any obligation upon TWC to purchase goods or services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.

5. TWC makes no representations or warranties regarding the accuracy or completeness of the information contained in this SOW, its Appendices and Attachments. The Respondent is responsible for making its own evaluation of information and data contained in this SOW and in preparing and submitting its Response.

12. RESPONSE REQUIREMENTS

- A. Response shall be a maximum of 70 pages in total as listed in **Table 5, Response Sections**. Failure to stay within the page limit may be grounds for disqualification at TWC's discretion.
- B. Respondent shall not refer to information located outside the Response, such as a reference to a website, or linked document. Per Section 8 above, TWC will not accept any response that contains HTML links or requires TWC to download additional software.
- C. Respondent's response to each section must be fully contained within the section response, without referral to a response within another section; however, clearly marked attachments are acceptable if clearly referenced within the response to which they pertain.
- D. No documents, reports, or outputs prepared about TWC, its projects, contracts, or Respondents may be shared with other entities without the express written permission of the TWC General Counsel.
- E. Failure to submit a complete response may be grounds for disqualification at TWC's discretion.

13. RESPONSE CONTENT REQUIREMENTS

Respondents shall organize their responses in the sequence listed within **Table 5, Response Sections**. Each section shall be saved as a separate file and be named as instructed in **Table 5, Response Sections**.

Table 5: Response Sections

Section Title	Description / Response Instructions	Source & Page Limits
Transmittal Letter	The transmittal letter must include a statement that the person signing is authorized to contractually bind the	Company letterhead Limit: 1 page

Section Title	Description / Response Instructions	Source & Page Limits
	<p>organization in a contract with TWC.</p> <p>Name File: ABC_SOW_3202500123_Transmittal_Letter.docx</p>	
Executive Summary	<p>A separate Word document to communicate a summary of the Response. No appendices or specific references to additional information will be accepted.</p> <p>Name File: ABC_SOW_3202500123_Exec_Summary.docx</p>	Limit: 2 pages
Executed Offer Form and Acknowledgement of TWC Terms and Conditions	<p>This form must be completed and signed, or the Response will be disqualified as noncompliant.</p> <p>Name File: ABC_SOW_3202500123_Executed_Offer.docx (.docx or .pdf)</p>	Attachment 2 (See NOTE: Exclusions from Page Limit Count)
Pricing Worksheet	<p>Itemize and price each deliverable listed in Attachment 3, Pricing Worksheet.</p> <p>Name File: ABC_SOW_3202500123_Cost_Sheet.docx</p>	Attachment 3 (See NOTE: Exclusions from Page Limit Count)
Detailed Work Breakdown	<p>A file describing the Detailed Work Breakdown Schedule as listed in Attachment 4A, Requirements.</p> <p>Name File: ABC_SOW_3202500019_Detailed Work Breakdown Schedule.docx</p>	(See NOTE: Exclusions from Page Limit Count)

Section Title	Description / Response Instructions	Source & Page Limits
Requirements	<ol style="list-style-type: none"> 1. A file explaining how Respondent will meet all requirements listed in Attachment 4A-Requirements. 2. Respondent must use Attachment 4A and imbed their Response to each requirement within Attachment 4A. 3. Respondents may add columns to tables listing requirements or may insert paragraph(s) below each requirement to provide explanations. 4. Respondent must label their imbedded responses as follows: (Replace "ABC" with Respondent organization name.) 5. In column headings add "ABC Response". 6. In additional narrative text, add "ABC Response for requirement number [X] Begins" at the start of the narrative text for a requirement and add "ABC Response for requirement number [X] Ends" at the end of the narrative text for a requirement. 7. The Respondent must re-name the file as required in the "Response File Name" Section found at the bottom of this table. <p>Name File: ABC_SOW_3202500123_Required_ Services.docx</p>	Attachment 4A (See NOTE: Exclusions from Page Limit Count)

Section Title	Description / Response Instructions	Source & Page Limits
Cybersecurity Requirements	<p>A. A file explaining how Respondent will meet all requirements listed in Attachment 4B-Data Privacy and Cybersecurity.</p> <p>B. Respondent must use Attachment 4A and imbed their Response to each requirement within Attachment 4B.</p> <p>C. Respondent must label their imbedded responses as follows: (Replace "ABC" with Respondent organization name.)</p> <p>D. In additional narrative text, add "ABC Response for requirement number [X] Begins" at the start of the narrative text for a requirement and add "ABC Response for requirement number [X] Ends" at the end of the narrative text for a requirement.</p> <p>E. The Respondent must re-name the file as required in the "Response File Name" Section found at the bottom of this table.</p> <p>Name File: ABC_SOW_3202500123_Cybersecurity.docx</p>	Attachment 4B Limit: 5 pages
Deliverables	<ol style="list-style-type: none"> 1. Unless a section requires a specific Respondent response, it is sufficient to state "Understand and will comply" following the section. 2. Clearly label your response (e.g., begin all of your responses with "Respondent Response" or "[ABC] 	Attachment 5 (See NOTE: Exclusions from Page Limit Count)

Section Title	Description / Response Instructions	Source & Page Limits
	Response”). Name File: ABC_SOW_3202500123 _Deliverables_##.docx	
Project Management Plan (draft)	The draft Project Management Plan in accordance with acceptance criteria as stated in Attachment 5, Deliverables . Name File: ABC_SOW_3202500123_Project Management Plan.docx	Respondent's Word document Limit: 10 pages
EIR Accessibility Requirements	1. A completed, accurate Voluntary Product Accessibility Template (VPAT) for each product or service included in the submitted pricelist. 2. A complete Policy Driven Adoption for Accessibility (PDAA) for Respondent Self-Assessment. Name File: ABC_SOW_3202500019_7A VPAT.docx Name File: ABC_SOW_3202500019_7B PDAA.xlsx	Attachments 7A, 7B (See NOTE: Exclusions from Page Limit Count)
Cybersecurity Certification-SSAE 18 SOC 2	Statement on Standards for Attestation Engagements 18 Service and Organization Controls 2 Report (SSAE 18 SOC 2) certification Name File: ABC_SOW_3202500123_SSAE18SOC2.docx (.docx or .pdf)	Respondent's certification (See NOTE: Exclusions from Page Limit Count)
Cybersecurity Certification-ISO 27001	Information Security Management ISO 27001 certification	Respondent's certification (See NOTE:

Section Title	Description / Response Instructions	Source & Page Limits
	Name File: ABC_SOW_3202500123_ ISO27001.docx (.docx or .pdf)	Exclusions from Page Limit Count)
Cybersecurity Certification – FedRAMP/TX-RAMP	Federal Risk and Authorization Management Program (FedRAMP) Moderate certification and/or Texas Risk and Authorization management Program (TX-RAMP) Level 2 certification. Name File: ABC_SOW_3202500123_ FedRAMP-TX-RAMP.docx (.docx or .pdf)	Respondent's certification (See NOTE: Exclusions from Page Limit Count)
DIR DCS Templates	Respondent must provide the completed High-Level Architecture (HLA)/ Rough Order of Magnitude (ROM) DCS template provided in Attachment 9 – DIR Data Center Services and DCS Templates. Name File: ABC_SOW_3202500123_DCS.docx	Attachment 8 (See NOTE: Exclusions from Page Limit Count)
Service Level Agreements (SLAs)	<ol style="list-style-type: none"> 1. Unless a section requires a specific Offeror response, it is sufficient to state "Understand and will comply" following the section. 2. Where indicated, describe how Respondent will comply with the proposed business and technical SLAs, detailing how they will be measured and reported. 3. Clearly label your response (e.g., begin all of your responses with "Offeror Response" or "[Offeror name] Response"). Name File:	Attachment 9 (See NOTE: Exclusions from Page Limit Count)

Section Title	Description / Response Instructions	Source & Page Limits
	ABC_SOW_3202500123_SLA_ .docx	
Respondent Organization Team Experience	A separate Word document describing Respondent Organization Team's combined experience with implementing a technology solution like the one required in this Statement of Work. Respondent must meet or exceed minimum of three (3) years' experience. Include name and address of Client Organization, Name of Project, Dates of Project, explanation of solution (goods, services, types of deliverables, etc.), lessons learned, and the outcome. Name File: ABC_SOW_3202500123_Respondent Exper_.docx	Respondent's Word Document Limit: 2 pages
Respondent Organization References	A separate Word document listing at least three (3) references for whom the Respondent organization provided the same or similar scope of work and deliverables required in the Solicitation. Include contact first and last names, telephone numbers, email addresses, company names, start and end dates, cost of engagement, description of work, and whether the outcome was successful. Name File: ABC_SOW_3202500123_Respondent Exper_.docx	Attachment 11 Respondents Word Document Limit: 2 pages
Organizational Chart	A proposed organizational chart for the project, indicating which positions are considered Key Personnel, and describe the responsibilities of key positions and departments. The role of Subcontractors	Respondent's Word Document Limit: 2 pages

Section Title	Description / Response Instructions	Source & Page Limits
	<p>on this Contract must also be described in the proposed organizational chart.</p> <p>Name File: ABC_SOW_3202500123_Organizational_Chart.docx</p>	
Curriculum Vitae (CVs) of Key Personnel	<ol style="list-style-type: none"> 1. A separate Word document consolidating CVs for key personnel. 2. For each key person, include: <ol style="list-style-type: none"> a. Full Name b. Planned Role throughout the life of the contract c. Relevant Professional Credentials d. Qualifications e. Past work experience on similar contracts or projects during the two (2) years preceding the Solicitation document date. <p>Name File: ABC_SOW_3202500123_CVs_Key_Person.docx</p>	<p>Respondent's Consolidated Word Document Minimum CVs Per Page: 2 Page Limit: 2 Pages</p>
Terminated Contract References	<ol style="list-style-type: none"> 1. A separate Word document listing the name, title, contact number, and description of services provided for any contract that was canceled or terminated prior to completion in the five (5) years preceding the Solicitation document date. Respondent shall include details on the reason for 	<p>Respondent's Word Document Limit: 2 pages</p>

Section Title	Description / Response Instructions	Source & Page Limits
	<p>the cancellation or termination and the Respondent's position relevant to the cancellation or termination, including the final resolution of the contract termination.</p> <p>2. Respondent shall provide contact information for individuals able to address questions concerning the termination.</p> <p>Failure to fully disclose a terminated contract within the scope of this requirement will result in disqualification, if termination was known at the time the Response is submitted. If the failure to disclose is not learned by TWC until a Contract has been awarded to the Respondent, the Contract may be terminated. In the event of such termination, the Respondent shall be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded. If there are no terminated contracts, the Respondent shall affirm such in this section.</p> <p>Name File: ABC_SOW_3202500123_Terminated Contract References.docx</p>	
Addenda	<p>The Respondent shall provide a completed and signed "page one" of each Addendum.</p> <p>Name File: ABC_SOW_3202500123_Addendum#.do</p>	(See NOTE: Exclusions from Page Limit Count)

Section Title	Description / Response Instructions	Source & Page Limits
	CX	
Total Page Limit		70 Pages

NOTE: Exclusions from Page Limit Count: Attachments 2, 3, 4A, 5, 7A, 7B, 8, and 9; WBS and Cyber Certification are not counted in this page limit.

14. RESPONSE ORGANIZATION AND FILE NAMES

The Respondent must organize its response so each section shall be saved as a separate file and be named as described in Section 13, Response Content, Table 5, Section on Response File Names. Additional draft documents will be excluded from evaluation but will assist during Respondent demonstrations discussions.

15. TWC RIGHT TO AMEND OR WITHDRAW SOW

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

16. PRE-AGREEMENT COSTS

TWC shall not be responsible or liable for any cost incurred by any Respondent in the preparation and submission of its Response to this SOW or for other costs incurred by participating in this procurement process. Further, TWC is not responsible or liable for any costs or expenses incurred by any Respondent prior to the execution of an agreement between TWC and Respondent and TWC's written authorization to commence work under a Contract.

17. MINIMUM QUALIFICATIONS (PASS/FAIL CRITERIA)

TWC reviews Pass/Fail criteria below as follows:

1. Completion and signing of Respondent's Execution of Response (see **Attachment 2, Execution of Response**). Respondents may fail this selection criterion for any of the following conditions:
 - a. Not completing this form in its entirety; or
 - b. Not having the form signed by an officer or agent empowered to

contractually bind the Respondent.

2. All Respondents must meet minimum Respondent experience requirements as stated in Section 12, Response Content Requirements for their Response to be submitted to the Evaluation Team for evaluation. The Respondent must meet or exceed minimum qualifications in Section 12, Response Content Requirements.
3. Cybersecurity Review – Respondent's proposed solution must be adequately secure and comply with Data Security and Cybersecurity requirements as determined by TWC based on review of the Respondent's Response to Data Security and Cybersecurity Requirements and documentation required by Attachment 4B Data Privacy and Cybersecurity Requirements.

Respondents may fail this selection criterion for any of the following conditions:

- a. Not providing certifications as required; or
 - b. Respondent's proposed solution not being adequately secure.
4. Compliance with applicable provisions of §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Texas Government Code.

Respondents may fail this selection criterion for a score of "D" or below in the CPA Respondent Performance Tracking System;

5. Accessibility Review – Respondent's proposed solution must be in compliance with Texas Government Code, Chapter 2054, subchapter M, 1 TAC, Chapter 206, 1 TAC, Chapter 213, and Worldwide Web Consortium WCAG 2.2 AA technical standards, as applicable

Respondents may fail this selection criteria for any of the following reasons:

- a. Missing or incomplete Voluntary Product Accessibility Template (see Attachment 7A, VPAT) for products listed on the itemized price sheet; or
 - b. Missing or blank PDAA (See Attachment 7B, PDAA) self-assessment; or
6. Completion of DCS Templates (See Attachment 8, Data Center Services (DCS) and DCS Templates). Respondents may fail this selection criteria for any of the following reasons:
 - a. Not completing the form in its entirety, as applicable; or
 - b. Not providing sufficient information in the completed form.

18. SCORING AND POINTS

TWC will use the following criteria to determine the best value for the state: 100 points.

- A. Pricing (30 points). (Attachment 3)
- B. Response to Requirements (40 points). (Attachment 4A)
- C. Deliverables (10 points). (Attachment 5)
- D. Service Level Agreements (10 points). (Attachment 9)
- E. Experience, References and Contract Terminations (10 points) (Attachment 10)

19. BEST AND FINAL OFFER (BAFO)

- 1. TWC in its discretion will make the determination whether to engage in a BAFO process. The BAFO process, if held, may be scored.
- 2. TWC reserves the right to continue to evaluate BAFO Responses until such point as it has determined that it has obtained best value for the State, as defined by Texas Government Code § 2157.003.

20. NEGOTIATIONS

At the conclusion of the evaluation, TWC will determine the number of BAFO Respondents with which it will start Contract negotiations. Negotiations will continue until TWC, in its sole discretion, determines that the best value for the State has been obtained.

21. AWARD OF CONTRACT

- 1. TWC Executive Management shall make the decision to award a Contract, if it is in the best interest of TWC and the State to do so. The decision of Executive Management on any award is final. Any **award** for this Solicitation shall be posted under **3202500123 Professional Development Learning Management System** on the ESBD, <http://www.txsmartbuy.com/esbd>, upon execution of a Contract. All Responses and working papers pursuant to this SOW are not subject to disclosure under the Public Information Act until all Contracts resulting from this SOW have been executed.
- 2. Per [TGC 2157.0685](#), State Agencies are required to submit SOWs for DIR review and approval prior to solicitation to Respondents (award value over \$50,000). DIR must review and sign the final SOW before it becomes valid, and any money is paid to a Respondent.

22. CONTRACT TERMS

A. Period of Performance

TWC estimates that the term of the Contract will be approximately one (1) three (3) year initial term with two (2) one (1) year renewal options to be exercised by TWC at its discretion.

B. Form of Contract

This contract will be a firm, fixed price contract.

C. Terms and Conditions

The final terms and conditions of any agreement ("Contract") resulting from this solicitation shall be agreed upon during negotiation. TWC's minimum standard terms and conditions shall be included in any awarded Contract (see **Attachment 1**). Many of the standard terms and conditions contained in **Attachment 1** are required by Texas law, which shall be the governing law for any Contract.

The DIR Cooperative Contract agreement must be followed. In the event of conflict between the DIR Cooperative Contract and TWC's Standard Terms and Conditions, the DIR Cooperative Contract shall prevail.

Respondents must use **Attachment 2, Execution of Response of TWC Terms and Conditions** to acknowledge TWC Respondent Terms & Conditions and note any objection or exceptions to any provision, term, or condition specified in the Solicitation document or **Attachment 1, TWC Vendor Terms & Conditions**.

Exceptions must include:

1. A legal explanation as to why a Respondent cannot comply with the term or condition and why the proposed alternative language must be included in the Response; and
2. Propose alternate language in redline.

It is incumbent on the Respondent to review both the TWC Terms and Conditions and the DIR contracted Terms and Conditions and tell TWC if there is a conflict. Merely taking a blanket exception to TWC's Terms and Conditions is not acceptable.

TWC reserves the right to make changes to the TWC Terms and Conditions if it is in the best interest of the State to do so. Should this occur prior to the award of any Contract, Respondent(s) selected for negotiations will be notified.

D. Contract Change Management

After contract Award, any changes made to the signed contract must be documented as a Contract Change and must be approved by the original signers from TWC and the Awarded Respondent or their specified designees or replacements.

23. SECURITY, BACKGROUND CHECKS, AND MANDATORY TRAINING

The Successful Respondent's staff performing work under the contract must sign and submit TWC security agreements and receive notification that there are no barriers to employment prior to their start date. Pursuant to Section 2.31 of Texas Workforce Commission—Terms & Conditions, the Successful Respondent must submit fingerprint-based criminal background checks on all personnel assigned to the services related to this Contract and provide TWC with the information required for TWC to conduct a Criminal History Report Investigation. The Successful Respondent's personnel must have approval from TWC in order to work on TWC Contracts and project(s).

Successful Respondent Project staff must comply with TWC Mandatory Training requirements during the term of the Contract and during any renewal period.

The training will consist of no more than six (6) classes with each class taking between 30 and 60 minutes. Class topics are subject to change, but currently include:

- a. Cybersecurity Awareness Training
- b. Diversity, EEO, and Discrimination Prevention or Recognition and Prevention of Sexual Harassment
- c. Fraud Awareness Training
- d. Introduction to Electronic and Information Accessibility
- e. Sensitive Personal Information (SPI) Training
- f. TWC Ethics Training

24. INVOICES AND PAYMENT

A. Deliverables Expectations Document (DED)

All designated TWC parties must review, sign, and date Attachment 6 DED- Delivery Expectation Document to document acceptance of each assigned, completed deliverable listed in Attachment 5-Deliverables.

B. Invoices

Awarded Respondents may invoice TWC after the Attachment 6 – Delivery Expectation Document documenting acceptance of the deliverable is signed and dated by all required TWC IT parties.

Awarded Respondents must send invoices for payment to appo@twc.texas.gov and must submit an electronic copy to the TWC IT Contract Manager listed in Section 2 Background.

C. Payment & Retainage

1. Vendor will be paid ninety percent (90%) of each deliverable upon acceptance by TWC. The remaining ten percent (10%) of each deliverable will be paid upon TWC acceptance of Deliverable no. 13 LMS Implementation/Deployment.
2. Typically, payment will be issued within 30 calendar days after receipt of the Invoice and DED. Awarded Respondents may track payments at the Texas Comptroller Public Account (CPA) website url: https://fm.xcpa.texas.gov/fm/pubs/payment/gen_prov/index.php?s=pay_search&p=pay_search

25. LIQUIDATED DAMAGES

In submitting an Offer in response to this SOW, the Vendor agrees that the measure of damages in the event of a default or breach by Successful Respondent may be difficult or impossible to calculate. In the event that Successful Respondent fails to perform Services or complete the obligations under this SOW in a timely manner, TWC may require Successful Respondent to pay, as liquidated damages and not as a penalty, \$500 per day for failure to meet deliverable deadlines. TWC will have the right to collect liquidated damages against the Successful Respondent upon demand payment. In addition, if at any time there are amounts payable to the Successful Respondent under the Contract, TWC will have the right to deduct and/or withhold the liquidated damages assessed by TWC against the Successful Respondent from the amounts payable to the Successful Respondent.

26. VENDOR PERFORMANCE

The Vendor's performance will be reviewed by TWC's contract manager. Reporting requirements and vendor performance factors considered in VPTS are described in [Texas Government Code § 2155.089](#) and [34 TAC § 20.509](#).

**TEXAS WORKFORCE COMMISSION
CONTRACT COVER SHEET
CONTRACT #3125ITC049**

TYPE OF CONTRACT:	Professional Development Learning Management System
TWC PROCUREMENT NUMBER:	3202500123
INITIAL CONTRACT TERM:	February 21, 2025 – February 20, 2028
INITIAL CONTRACT AMOUNT:	Not to exceed \$972,009.00
OPTIONAL RENEWAL PERIOD:	Two (2) one (1) year renewals

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

THE COMMISSION:

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

Contact Person: Laura Guerra-Mullen, Contract Manager

CONTRACTOR:

Skinny Cat Software LLC, DBA Element LMS
3256 Ranch Park Trail
Round Rock, Texas 78681

Contact Person: Martin Mascarenas

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, dated upon execution
- TWC Terms & Conditions, dated November 19, 2024
- Final Payment Schedule, dated January 23, 2025
- Vender BAFO, dated January 14, 2025
- Vendor Pricing Clarifications, dated January 8, 2025
- Vendor Offer, dated October 30, 2024
- SOW Addendum #2, dated October 21, 2024
- SOW Addendum #1, dated September 26, 2024
- TWC Terms & Conditions, dated January 30, 2024
- Statement of Work (SOW) 3202500123, dated September 19, 2024
- DIR Contract No. DIR-CPO-4463, Contract for Products and Related Services, dated September 9, 2020

TWC will complete performance reviews in the Vendor Performance Tracking System (VPTS) annually and at key milestones of the contract, in accordance with Texas Government Code §§ 2155.089 and 2262.055.

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, and the Texas Department of Information Resources (DIR). In accordance with Texas Government Code § 2157.0685, the initial Contract Term will commence on the date the Contract is signed by DIR.

Date Signed: Lisa Massock
EACA16B7EFC6463...



Addendum # 1

Issue date 09/26/2024

Statement of Work (SOW) Professional Development Learning Management System SOW No. 3202500123

**Texas Workforce Commission
101 East 15th Street, Austin, Texas 78778**

Purpose:

- 1. Information from the Pre-Proposal Conference:** (see page 2)
 - a. List of Pre-Proposal Conference Attendees
 - b. Pre-Proposal Conference Slides
 - c. Link to Pre-Proposal Conference recording.

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND SUBMIT WITH THE RESPONSE, FAILURE TO DO SO MAY DISQUALIFY RESPONDENT.

Respondent's Signature of Acknowledgement

Date: _____

Respondent must include this page, signed, and dated, with their SOW submission response.

1. Information from the Pre-Solicitation Conference:

- a. List of Pre-Proposal Conference Attendees (see attached)
- b. Pre-Proposal Conference Slides (see attached)
- c. Link to Pre-Proposal Conference recording:

https://zoom.us/rec/share/iMStUqY6R_usk5BrgVIDRd6Ojm4WK50va79hUEXR_rKxwfTn0EZsB4oGTaMuS7gA.1_Vig-k6syGp-O8A?startTime=1727290513000



Addendum #2

Issue date 10/21/2024

Statement of Work (SOW) Professional Development Learning Management System

SOW No. 3202500123

**Texas Workforce Commission
101 East 15th Street, Austin, Texas 78778**

Purpose:

- 1. Responses to Respondent's Questions** (see page 2)
- 2. Amendments to the SOW** (see page 2)
- 3. Amendment to Attachment 3** (see page 3)
- 4. Respondents must use the revised Attachment 3 Pricing Worksheet to submit their pricing.**

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND SUBMIT WITH THE RESPONSE, FAILURE TO DO SO MAY DISQUALIFY RESPONDENT.

Respondent's Signature of Acknowledgement

Date: _____

Respondent must include this page, signed, and dated, with their SOW submission response.

1. Responses to Respondent's Questions:

Responses to Respondent's Questions are contained in Attachment A to this Addendum #2.

2. Amendments to the SOW:

a. Section 4.1, SOW Schedule, Table 12 Schedule of Events has been amended to add the following:

Activity	Date
Release of TWC Solicitation Document	9/19/2024
Pre-Solicitation Conference	9/25/2024 at 2:00 PM CT
Deadline for submitting questions to TWC	9/30/2024 at 5:00 PM CT
Answers provided to Respondents	10/21/2024
Deadline for submitting response	11/01/2024 at 10:00 AM CT
Evaluations, Demonstrations and Negotiations	January 2025 – February 2025
Award of Contract (AoC)	February 2025

b. SOW Section 6, Scope of Work, e. Excluded Scope has been amended and replaced in its entirety to state:

"As TWC is seeking a Software Solution, a custom-built solution or custom hosted solution or any solution that requires customization of the software core code will not be considered."

c. The instructions in SOW, Section 13, Response Content Requirements, Cybersecurity Requirements, B. have been amended to state:

"Respondent must use Attachment 4B and imbed the Response to each requirement within Attachment 4B."

d. The instructions in SOW, Section 13, Response Content Requirements, Respondent Organization References, Name File have been amended to:

"Name File:

ABC_SOW_3202500123_RespondentReferences.docx"

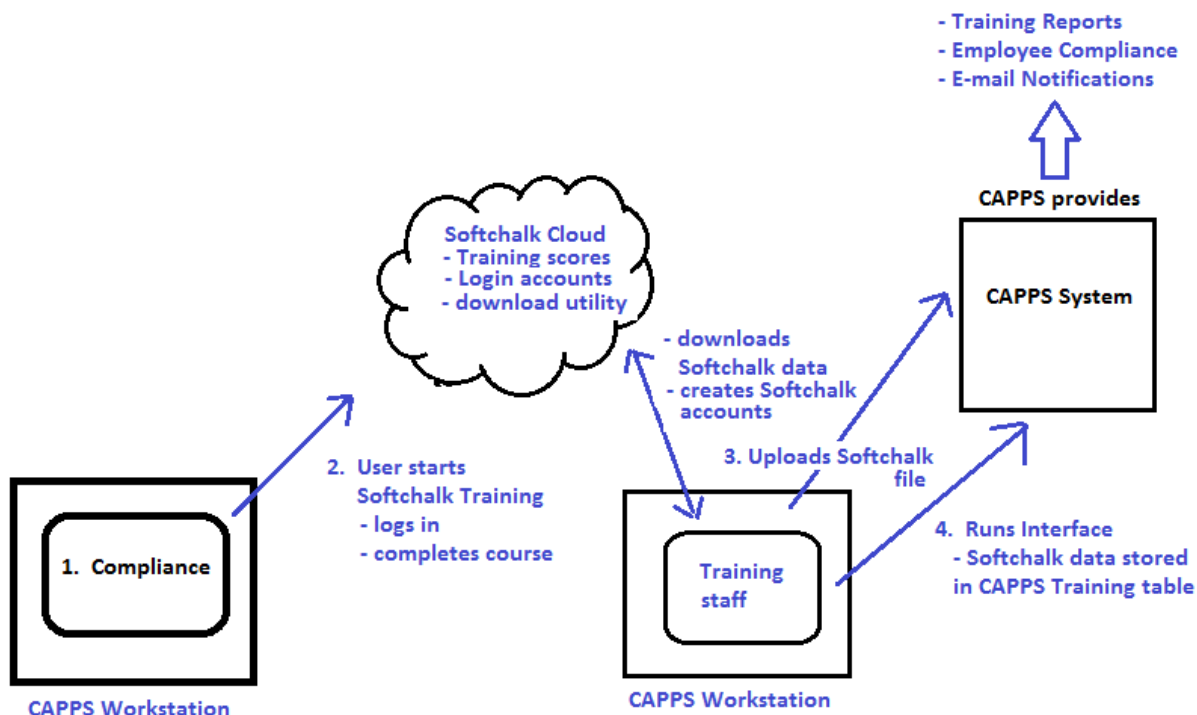
3. Amendment to Attachment 3:

a. Attachment 3 has been amended to add the following:

Offered Options

Respondent should describe offered options and the terms and pricing under which they are offered. Respondent is not required to submit any Offered Options; however, TWC will not award options during the Contract Term if not included in the Proposal, therefore pricing for any options offered, shall be included as an attachment to this SOW Attachment 3, Pricing Worksheet.

Appendix A Current Technical Environment - Additional Pictures referenced in Technical Diagram



1. CAPPS Workstation – user logs to the HCM system from their CAPPS workstation

2. User navigates to User compliance page to take training from the CAPPS employee self-service page

Self Service	
Learning and Development	
Faculty Event Tracking	>
TWC Core Compliance Summary	

3202500123 - Professional Development LMS

3. User takes training by clicking on any of the Course hyperlinks listed on the Employee compliance summary page within the HCM system (CAPPS Employee Self Service). They activate a SoftChalk mandatory course directly from this summary compliance page. User presses the SoftChalk mandatory course hyperlink shown in CAPPS to activate the course within the SoftChalk cloud. See picture below.

TWC Employee Compliance Check

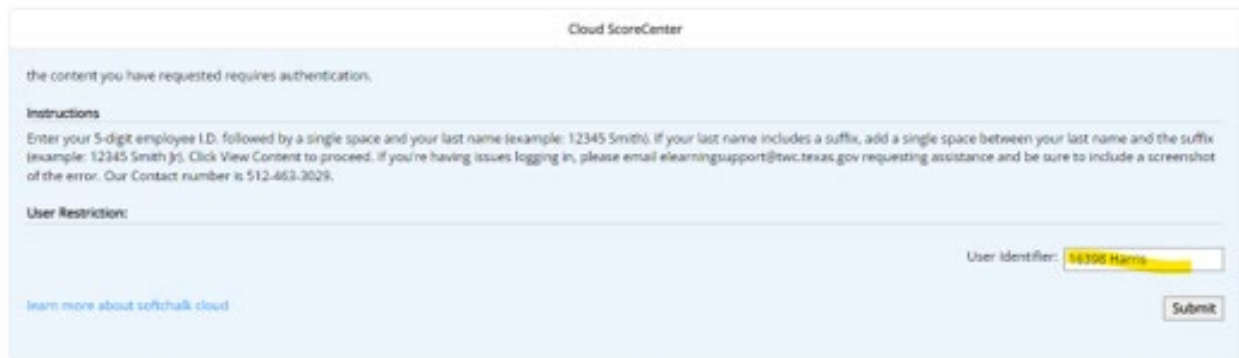
Employee ID: 16398
Employee Name: Harris, Charles Alexander
[Complete List of Online Training](#)
[Request Classroom Training Enrollment](#)
☐ [How to Stay Compliant](#)

Compliance Courses

Course Training Link	Course Title	Compliance Status	Latest Completion Date	Expiration Date	Compliance Requirement	How Taken	View Training History
ACCEIR	Intro to Elec & Info Res Acces	✓	02/16/2016	None	One time	On-line	View Training History
ACCRT	Customer Complaint Resolution	✓	10/05/2015	None	One time	On-line	View Training History
ADA09	ADA Overview and Amendment	✓		Exempt	One time for Supervisors only	On-line	View Training History
ADVPII	Sensitive Personal Info (SPI)	✓	08/26/2022	08/25/2024	Every other year	On-line	View Training History
DIVEEO	Equal Employment Opportunity T	✓	10/03/2023	10/02/2025	Every other year. RPSHAR may be substituted. Only one is required	On-line	View Training History
ETHICS	TWC Ethics Training	✓	06/29/2022	06/28/2024	Every other year	On-line	View Training History
FMLCBT	FMLA 101 for Supervisors and M	✓		Exempt	Every other year for Supervisors only	On-line	View Training History
FRDAW	Fraud Awareness Training	✓	11/03/2021	None	One time	On-line	View Training History
ITCBSA	Cybersecurity Awareness at TWC	✓	11/28/2023	11/27/2024	Annually	On-line	View Training History
MDDMT	Using Smart CBT	✓	06/23/2024	Exempt	Every other year for Supervisors only	On-line	View Training History

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4. Once the user clicks on the course hyperlink, the course starts within SoftChalk cloud. The user must login with their Employee ID and Last Name. See picture below.



Cloud ScoreCenter

the content you have requested requires authentication.

Instructions

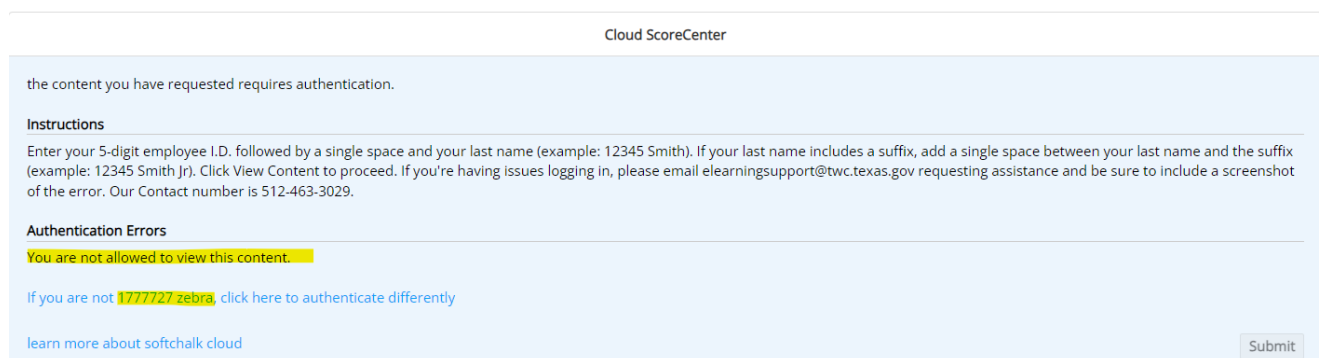
Enter your 5-digit employee I.D. followed by a single space and your last name (example: 12345 Smith). If your last name includes a suffix, add a single space between your last name and the suffix (example: 12345 Smith Jr). Click View Content to proceed. If you're having issues logging in, please email elearningsupport@twc.texas.gov requesting assistance and be sure to include a screenshot of the error. Our Contact number is 512-463-3029.

User Restriction:

User Identifier:

[learn more about softchalk cloud](#)

A. If the user account is not in the SoftChalk cloud, then they will receive the error below and the course cannot be taken.



Cloud ScoreCenter

the content you have requested requires authentication.

Instructions

Enter your 5-digit employee I.D. followed by a single space and your last name (example: 12345 Smith). If your last name includes a suffix, add a single space between your last name and the suffix (example: 12345 Smith Jr). Click View Content to proceed. If you're having issues logging in, please email elearningsupport@twc.texas.gov requesting assistance and be sure to include a screenshot of the error. Our Contact number is 512-463-3029.

Authentication Errors

You are not allowed to view this content.

If you are not , [click here to authenticate differently](#)

[learn more about softchalk cloud](#)

3202500123 - Professional Development LMS

B. If the user account is in the SoftChalk cloud, then the course is started from within the cloud. See picture below to see the SoftChalk cloud URL.



5. Each course that is listed on HCM system Employee compliance summary page is accessible from the SoftChalk cloud. But it must first be configured in the TWC HCM System, one time, by the technical staff so that when the user presses the course hyperlink, they connect to the SoftChalk cloud, and that exact course is activated within the cloud. See picture below.

Main Menu	Remote Database Co
PeopleTools	URLs
Utilities	Query Administration

- CAPPS navigation to create URL to Softchalk cloud – one entry per Softchalk course.
- URLss under the CAPPS Utilities menu bar.

URL Maintenance

URL Identifier: TW_ACCEIR

Description: ACCEIR

URLID: <https://softchalkcloud.com/lesson/serve/R4JSaAB8e2ZYPq/html>

Comments: Do NOT update the URL here. Update URL on Enterprise Learning > Chaps Training > Setup > Softchalk Course Mapping

- Example of URL setup for one of the Softchalk courses.

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6. To import the training data from the cloud into the TWC HCM system, a staff member connects to the cloud and uses a vendor utility to download the SoftChalk training data to the staff member's local hard drive as a single Excel Spreadsheet.

The staff member creates a comma delimited file from the downloaded Excel spreadsheet in the exact field format required by the HCM system. The staff member then uploads the comma delimited file from their local hard drive to the HCM Unix Server. Lastly, the staff member runs a process to load the data in the comma delimited file into the HCM system. See picture below that covers uploading the comma delimited file to the Unix Server and then into the HCM system.

Navigation in HCM system to the interface



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The HCM interface page ...

Softchalk Interface

Run Control ID: alec [Report Manager](#) [Process Monitor](#) **Run**

[View Process Info](#)

*Company: 320 Name: TEXAS WORKFORCE COMMISSION [View Copy History](#)

Cutoff Date: File Name: SC_softchalk.ip1

*Softchalk File: TWC Employees & TOPS

Specify how to run the interface

[View Results](#) [View Environment / Latest Run](#)

☐ Do not send e-mails

☐ Run in Test mode - CHAPS not changed

☐ Print several Test E-Mails

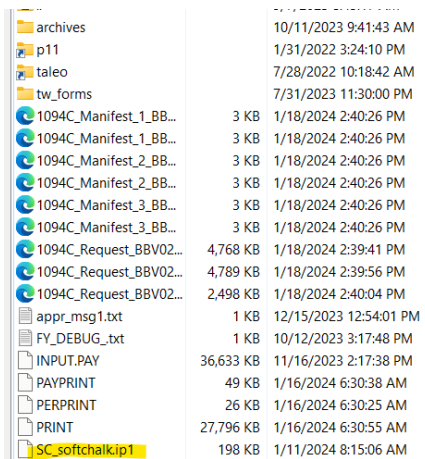
Email Address:

Max Inserts: 900.000000

Save **Return to Search** **Notify** **Add** **Update/Display**

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Once the staff member runs the interface by first pressing the pushbutton Copy SoftChalk file (gets the comma delimited file to the Unix server) followed by the Run button (loads the comma delimited file from the Unix server into the table named PS_TRAINING in the HCM system).



archives		10/11/2023 9:41:43 AM
p11		1/31/2022 3:24:10 PM
taleo		7/28/2022 10:18:42 AM
tw_forms		7/31/2023 11:30:00 PM
1094C_Manifest_1_BB...	3 KB	1/18/2024 2:40:26 PM
1094C_Manifest_1_BB...	3 KB	1/18/2024 2:40:26 PM
1094C_Manifest_2_BB...	3 KB	1/18/2024 2:40:26 PM
1094C_Manifest_2_BB...	3 KB	1/18/2024 2:40:26 PM
1094C_Manifest_3_BB...	3 KB	1/18/2024 2:40:26 PM
1094C_Manifest_3_BB...	3 KB	1/18/2024 2:40:26 PM
1094C_Manifest_3_BB...	3 KB	1/18/2024 2:40:26 PM
1094C_Request_BBVO2...	4,768 KB	1/18/2024 2:39:41 PM
1094C_Request_BBVO2...	4,789 KB	1/18/2024 2:39:56 PM
1094C_Request_BBVO2...	2,498 KB	1/18/2024 2:40:04 PM
appr_msg1.txt	1 KB	12/15/2023 12:54:01 PM
FY_DEBUG.txt	1 KB	10/12/2023 3:17:48 PM
INPUT.PAY	36,633 KB	11/16/2023 2:17:38 PM
PAYPRINT	49 KB	1/16/2024 6:30:38 AM
PERPRINT	26 KB	1/16/2024 6:30:25 AM
PRINT	27,796 KB	1/16/2024 6:30:55 AM
SC_softchalk.ip1	198 KB	1/11/2024 8:15:06 AM

Technical note - the HCM system interface referenced above loads the comma delimited file into a staging table within the HCM system and edits the data; all the 'good' data is loaded into the primary HCM system table named PS_TRAINING and the employee receives an email notifying them their training record has been updated. The training functionality for monitoring employee compliance with mandatory courses within the HCM system is dependent upon this model and interface.

3202500123 - Professional Development LMS

Data Grid								
Messages Data Grid Trace DBMS Output (disabled) Query Viewer Explain Plan Script Output								
EMPLID	TW_TRN_TYPE	LAST_NAME	COURSE	COURSE_TITLE	COURSE_START_DT	COMPLETED_DT	TW_TRN_SC_QUESTION	TW_TRN_SC_RIGHT
40775	MAND		RECMGT	Records Mgmt Basic Training	8/26/2024	8/26/2024	17	0
40775	MAND		RPSHAR	Recog & Prev of Sexual Harrass	8/21/2024	8/21/2024	15	13
40747	MAND		RECMGT	Records Mgmt Basic Training	9/3/2024	9/3/2024	17	0
40747	OPT		VRHIST	VR Historical Foundations CBT	8/21/2024	8/21/2024	1	0
40747	MAND		NEOCBT	New Employee Orientation CBT	8/30/2024	8/30/2024	18	14
40747	MAND		NEOCBT	New Employee Orientation CBT	8/26/2024	8/26/2024	18	3
40747	OPT		VRFUND	VR Process Fundamentals CBT	9/5/2024	9/5/2024	1	0
40747	OPT		VRFUND	VR Process Fundamentals CBT	9/3/2024	9/3/2024	1	0
40747	OPT		VRFUND	VR Process Fundamentals CBT	8/28/2024	8/28/2024	1	0
40747	OPT		VRFUND	VR Process Fundamentals CBT	8/28/2024	8/28/2024	1	0
40747	OPT		VRFUND	VR Process Fundamentals CBT	8/23/2024	8/23/2024	1	0
40747	OPT		VRFUND	VR Process Fundamentals CBT	8/21/2024	8/21/2024	1	0
30812	OPT		RPI101	An Intro to Rapid Process Impr	8/22/2024	8/22/2024	12	9
35652	MAND		ITCBSA	Cybersecurity Awareness at TWC	9/4/2024	9/4/2024	29	0
35652	MAND		ITCBSA	Cybersecurity Awareness at TWC	9/4/2024	9/4/2024	29	23
35652	MAND		ITCBSA	Cybersecurity Awareness at TWC	9/4/2024	9/4/2024	29	0
32455	OPT		SEPCAP	Separation Instructions for CAPPS	8/21/2024	8/21/2024	6	0
38218	MAND		FRDAW	Fraud Awareness Training	9/4/2024	9/4/2024	18	15

ATTACHMENT 1 – TWC Terms & Conditions (01/2024)

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 Quotes (RFQ), Request for Offers (RFO) or Request for Proposals (RFP) process, IFB/RFQ/RFO/RFP/Proposal, equates to "Purchase Order" or "Contract" and "Bidder/ Offeror/Proposer/Respondent/Contractor" equates to "Vendor." Any specification in the solicitation that conflicts 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 one hundred eighty (180) 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.

The default Firm Pricing timeframe in this section may be superseded by specific Firm Pricing timeframes in the solicitation or in other parts of the 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 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 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 In accordance with Texas Government Code § 2252.907, 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 Changes in Ownership: During the term of the Contract or any extension or renewal thereof, the Vendor shall notify TWC in

writing of any substantial change in the ownership or control of the Vendor as soon as possible, but no later than thirty (30) days before its occurrence.

2.7 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 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.

2.8 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.

2.9 INDEMNIFICATION:

2.9.1 ACTS OR OMISSIONS: VENDOR SHALL INDEMNIFY AND HOLD HARMLESS TWC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE 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.

2.9.2 INFRINGEMENTS: VENDOR SHALL INDEMNIFY AND HOLD HARMLESS 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.

2.9.2.1 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 BY TWC FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED, (2) ANY MODIFICATION MADE BY TWC 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.

2.9.2.2 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.

2.9.3 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY:

2.9.3.1 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. TWC SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2.9.3.2 VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS 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.

2.10 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.

2.11 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.

2.12 Dispute Resolution Procedures:

2.12.1 Procurement Disputes: In accordance with Texas Government Code, § 2155.076, TWC has adopted rules for resolving vendor protests relating to the solicitation, evaluation, or award of a contract for goods and/or services. See 40 TAC, Chapter 800, subchapter H. Such protests must be made via email to twcvendor@twc.texas.gov and/or mail and received in the Director of Business Operations' office within ten (10) business days from the date the protestant knew or should have known of the occurrence of the action that is protested, but not later than ten (10) business days of the date of the announcement of the award. The protest must be in writing and contain: (1) the identifying name and number of the Solicitation being protested; (2) identification of the specific statute or regulation that the Protestant alleges has been violated; (3) a specific description of each act or omission alleged to have violated the statutory or regulatory provision identified above in (2) above; (4) a precise statement of the relevant facts including: (A) sufficient documentation to establish that the protest has been timely filed; and (B) a description of the resulting adverse impact to the Protestant; (5) a

statement of the argument and authorities that the Protestant offers in support of the protest; (6) an explanation of the action the Protestant is requesting from the Agency; (7) a statement confirming that copies of the protest have been mailed or delivered to any other Interested Party known to the Protestant; and (8) the protest must be signed by an authorized representative for the Protestant and the signature notarized. 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 Director will issue the final written decision to the protestor. TWC may move forward with a Solicitation or contract award without delay, in spite of a timely filed protest, to protect the best interests of the Agency or the state.

2.12.2 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.

2.13 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.

2.14 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.

2.15 Records Retention: Vendor and any subcontractor 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 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.

2.16 Agency's Right to Audit: Vendor and any subcontractor 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 any subcontractors shall provide TWC with any information that TWC 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. For the purpose of this section, TWC's right to audit extends to any agency of the Federal government or State of Texas authorized by law or TWC, including an investigation or audit by the State Auditor.

2.17 State Auditor: Pursuant to Texas Government Code §2262.154, the State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Vendor and any subcontractor shall cooperate with any authorized agents of the State of Texas and shall provide them

with prompt access to all requested information and materials. 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.

Vendor shall ensure that this provision 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.

2.18 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.

2.19 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.

2.19.1 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.

2.19.2 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.

2.19.3 Vendor will assist TWC or its nominees (including but not limited to the State of Texas) 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 agrees to not assert any moral rights under applicable copyright law with regard to such work products and deliverables.

2.19.4 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.

2.20 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.

2.21 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 at TWC's discretion to provide the more favorable prices to TWC.

2.22 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.

2.23 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.

2.24 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.

2.25 Block Terrorism: 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>

2.26 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.

2.27 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 an electronic copy of its complete proposal. Vendor shall deliver these electronic copies to TWC via email in compliance with all of the following requirements:

2.27.1 An email 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). The email 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. The PDF 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. ____."

2.27.2 Per Texas Government Code § 322.020, the Texas Legislative Budget Board (LBB) has now implemented a major contracts database.

2.27.3 TWC shall upload to the LBB's contracts database the

text of the complete contract (with limited redaction and appendix) no later than thirty (30) 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/>.

2.28 American Recovery and Reinvestment Act (ARRA or the Recovery Act): 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.

2.29 Build America, Buy America Act (BABAA):

2.29.1 Buy America Requirements for Infrastructure projects prohibits the use of federal funds for any project for the construction, alteration, maintenance, or repair of Infrastructure unless all of the iron, steel, manufactured products, and construction materials used in the project are produced and/or manufactured in the United States.

For the purpose of this section, "Infrastructure" means the structures, facilities and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission

facilities and systems; utilities; broadband infrastructure; and buildings and real property in the United States.

2.29.2 Waiver: The Head of the funding Federal Agency or designee may issue a waiver to the Buy America requirements in limited circumstances including (i) compliant iron, steel, manufactured products, and or construction materials are not available; (ii) utilizing compliant iron, steel, manufactured products, and or construction materials will increase the cost of the overall project by more than 25 percent; (iii) for a reason determined to be in the public interest based on criteria established by the funding Federal agency; or (iv) to address exigent circumstances.

Vendors seeking a waiver from the BABAA Buy America preference must submit a waiver request along with written justification to TWC. Waivers requested will be considered on a case-by-case basis. TWC will inform the Vendor if there is already a waiver in effect covering Vendor's waiver request along with the existing waiver's parameters. If TWC agrees with the waiver request, TWC will submit the request to the responsible federal agency. Upon receiving the federal agency response, TWC will inform the Vendor whether the request was rejected or granted in whole or part.

2.29.3 Certification: Vendor certifies that it will comply with the provisions of BABAA (Public Law 117-58, §§ 70901-70952) for Infrastructure Projects.

2.29.4 Pass-Through Requirement: Vendor must pass BABAA compliance obligations to any subcontractors for Infrastructure projects paid for with federal funds. Vendor shall require the subcontractor to certify compliance as a condition of any applicable subcontract.

2.30 Whistleblower Protection: Pursuant to 41 U.S.C. § 4712, Vendors may not discharge, demote, or discriminate against employees for reporting information that employee reasonably believes is evidence of gross mismanagement of a federal grant or contract, gross waste of federal funds, abuse of authority relating to a federal grant or contract, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation relating to a federal contract or grant. Employees subject to adverse action in violation of this section may file a complaint with the Office of the Inspector General no later than three years from the date of the adverse action. Vendors must provide written notification of these whistleblower protections to employees performing on covered contracts.

2.31 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 are essential to the subject services. TWC may provide any finalist for a contract position a Contractor Criminal History Report Investigation Request form P33c which Vendor must complete and submit back to TWC as required on the form. To obtain a facility access badge, Vendor 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.

2.32 To the extent that Vendor's staff are provided access to and workspace within TWC buildings, Vendor's staff will abide by TWC policies and procedures expressed in Chapter 1 of the Texas Workforce Commission Personnel Manual in existence and as amended from time to time.

2.33 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 (including any employees of the State of Texas), must safeguard that information.

2.33.1 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.

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

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

2.33.3.1 Collect Sensitive PII only as authorized.

- 2.33.3.2** Limit the use of Sensitive PII.
- 2.33.3.3** Minimize the proliferation of Sensitive PII.
- 2.33.3.4** Secure Sensitive PII both physically and in electronic form.
- 2.33.3.5** Report suspected privacy incidents within twenty-four (24) hours to the TWC Contract Manager or, email the TWC Information Security Office at CISO@twc.texas.gov.
- 2.33.3.6** Not transmit or store Sensitive PII in a server or storage device that is located in a foreign country.
- 2.33.3.7** 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.
- 2.33.3.8** Failure to follow these requirements will constitute a breach of contract.

2.34 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.

2.35 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.")

2.36 Anti-Kickback: Vendor will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) and "Regulations Governing Contractors and Subcontractors" (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").

2.37 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).

2.38 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.).

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

2.40 Disaster Recovery Plan: In accordance with 13 TAC § 6.94(a)(9), Vendor shall provide to TWC the description of its business continuity and disaster recovery plans.

2.41 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 or the relevant state agency'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 the prior written consent of the relevant state agency, and then only in accordance with explicit written instruction from the relevant state agency.

Vendors must obtain written approval from the TWC Contract Manager not more than fifteen (15) business days and not less than five (5) business days prior to any media release related to this Contract.

2.42 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, the parties shall clearly state:

- 2.42.1** the percentage of the total costs of the program or project which will be financed with Federal money;
- 2.42.2** the dollar amount of Federal funds for the project or program; and,
- 2.42.3** the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

2.43 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.

2.44 All work performed and Services provided under this Contract shall be performed in the United States.

3. REQUIRED CERTIFICATIONS

By responding to this solicitation and accepting the award of a contract or purchase order, Vendor certifies to the 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 Vendor 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 Vendor 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 Vendor, and Vendor'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 Vendor 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: Pursuant to Texas Government Code § 2155.003, the Vendor affirms it 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 Sections 504 and 508 of the Rehabilitation Act(29 U.S.C. §§ 794, 794d); the Housing and Urban Development Act § 3 (12 USC §1701u); Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); 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., Chapter 81, Subtitle IV).

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 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 to have engaged in 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 to have engaged in 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 and § 2261.053, 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 or the State of Texas. Should Vendor subcontract any of the services required in this solicitation, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TWC or the State of Texas are 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: (The default insurance requirements in this section may be superseded by specific insurance requirements in the solicitation or in other parts of the contract). Vendor certifies it maintains insurance coverage in accordance with statutory limits and these requirements:

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:

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.

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 or employee who participated in a procurement or contract negotiations for TWC or the State of Texas 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 Prohibition on Contracts with Companies Boycotting Certain Energy Companies, Texas Government Code Chapter 2274: In contracts worth \$100,000 or more in value, if Vendor is a Company with 10 or more full-time employees, Vendor verifies that it does not boycott energy companies as

defined in Texas Government Code § 2274.001(1) and will not boycott energy companies during the term of this contract.

3.25 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries,

Texas Government Code, Chapter 2274: In contracts worth \$100,000 or more in value, if Vendor is a company with 10 or more full-time employees, Vendor verifies, that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and Vendor will not discriminate against a firearm entity or firearm trade association during the term of this contract.

3.26 Prohibition on Contracts or Other Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure in this State, Texas Government

Code, Chapter 2274: If this contract involves Vendor accessing critical infrastructure as defined in Texas Government Code § 2274.0101, Vendor certifies that Vendor is not:

(1) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country as defined in § 2274.0101(4); or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or other designated country as defined in § 2274.0101(4); or

(2) headquartered in China, Iran, North Korea, Russia, or other

designated country as defined in § 2274.0101(4).

(3) This provision applies regardless of whether the Vendor's or its parent company's securities are publicly traded, or the Vendor or its parent company is listed on a public stock exchange as a Chinese, Iranian, North Korean, or Russian company or a company of a designated country.

3.27 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.

3.28 COVID-19 Vaccine Passport Prohibition: Under Section 161.0085 of the Texas Health and Safety Code, Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

3.29 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 Agency Name: _____

Date Separated from Agency: _____

Position with Vendor: _____

Date employed with Vendor: _____

3.30 Buy Texas: Vendor agrees to comply with Texas Government Code §2155.4441, pertaining to purchasing products and materials produced in the State of Texas.

3.31 Texas Bidder Affirmation: Vendor certifies that if a Texas address is shown as the address of the Vendor on this solicitation response, Vendor qualifies as a Texas Bidder as defined in Texas Government Code § 2155.444(c).

3.32 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.

3.33 Trafficking in Persons: The parties acknowledge the requirements of 2 C.F.R., Part 175, including the U.S. Department of Education's modifications to these requirements, and agree to comply with the requirements regarding trafficking in persons.

3.34 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 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.

3.35 Former Agency Employees: In accordance with Texas Government Code § 2252.901, 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.

If the contract is for professional services as described by Chapter 2254 of the Texas Government Code, Vendor represents and warrants that if a former employee of TWC was employed by Vendor within one year of the employee's leaving the Agency, then such employee will not perform services on projects with Vendor that the employee worked on while employed by the TWC in accordance with Section 2252.901 of the Texas Government Code.

3.36 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.

3.37 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.

3.38 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.

3.39 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.

3.40 Changes to Financial Condition: Vendor warrants it will notify TWC in writing of a change in financial condition during the contract term and any renewal thereof at the time the change occurs or is identified. For the purposes of this section, examples

of a substantial change in financial condition are events such as insolvency, bankruptcy, or receivership.

3.41 Prohibited Technologies: Vendor represents and warrants that neither Vendor, Vendor's employees, nor Vendor's contractors will use any device to conduct state business that contains, accesses, or consists of any prohibited technologies. Vendor represents and warrants that it will implement a written policy to prohibit its employees or contract workers from using any device to conduct state business that contains, accesses, or consists of any prohibited technologies. Vendor represents and warrants that no device that contains, accesses, or consists of any prohibited technologies will be in the vicinity of a device conducting state business on behalf of the Vendor.

3.41.1 For the purpose of this section, state business includes accessing any state-owned data, applications, non-public facing communications, state email, VoIP, SMS, video conferencing, CAPPs, Texas.gov, and any other state databases or applications. Prohibited Technology means the software and hardware products listed on the Department of Information Resources (DIR) webpage located at: <https://dir.texas.gov/information-security/prohibited-technologies>. Vendor is responsible for periodically checking this list and remaining in compliance with additions.

3.42 Prohibition on Products from Gaza Strip: Pursuant to Governor Abbott's Executive Order No. GA-43, Vendor represents and warrants that it does not, will not, nor intends to purchase goods produced in or exported from the Gaza strip and

is not engaged in business with any organization or state actor with ties to Hamas.

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 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.

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 and emailed to APPO@twc.texas.gov.

7.2 Invoices must include:

- 7.2.1** Vendor's name; mailing address and e-mail (if applicable); telephone number and correct remittance address, including city, state, and zip code;
- 7.2.2** the name and telephone number of a person designated by the Vendor to answer questions regarding the invoice;
- 7.2.3** TWC's name, agency number, and delivery address;
- 7.2.4** TWC PO number;
- 7.2.5** contract number or other reference number, if applicable;
- 7.2.6** a valid Texas identification number (TIN) issued by the comptroller;
- 7.2.7** an itemized description of the goods or services, in sufficient detail to identify the order or authorization, which relates to the invoice;
- 7.2.8** unit numbers corresponding to the amount of the

invoice, unit cost, and total amount being billed;

- 7.2.9** discounts, if applicable, must be stated, extended, and deducted to arrive at a Net Total for the invoice;
- 7.2.10** if submitting an invoice after receiving an assignment of a contract, the TIN of the original contractor and the TIN of the successor vendor;
- 7.2.11** other relevant information supporting and explaining the payment requested, if necessary; and
- 7.2.12** any other information required by applicable state and federal laws, rules, and regulations.

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.

8.5 The vendor must be notified of an error or disputed amount in an invoice submitted for payment not later than the 21st day after receipt of the invoice. Notification to the vendor must include the following: (1) Detailed statement of the amount of the invoice, which is disputed, (2) TWC may withhold payments no more than 110 percent of the disputed amount.

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 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 or the State of Texas for State business, TWC and the State of Texas are 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** The contract shall not be construed as creating a debt on behalf of TWC in violation of Article III, § 49a of the Texas Constitution. Vendor understands that all obligations of TWC under the contract are subject to the availability of state funds.
- 10.2 Termination for Cause:** 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.

10.3 Termination for Convenience: TWC reserves the right to terminate any PO or contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) days' advance written notice, if TWC determines that such termination is in the best interest of the state.

10.4 In the event of such termination under 10.2 or 10.3, Vendor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TWC and the State of Texas 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 and the State of Texas shall have no other liability, including no liability for any costs associated with the termination.

10.5 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.

10.6 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, Chapters 206 and 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, Chapters 206 and 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 completed Voluntary Product Accessibility Template (VPAT) for reviewing 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)). Vendors not supplying a URL to its completed

VPAT must provide TWC with a report that addresses the same accessibility criteria in substantively the same format. Additional information on obtaining a copy of the VPAT is located at

<https://www.itic.org/policy/accessibility/vpat>.

11.4.3 TWC will use the completed VPAT to assess the degree of accessibility of a proposed product when making the procurement decision.

11.5 Vendor shall follow Web Content Accessibility Guidelines (WCAG). Vendor shall follow the most recent official W3C Recommendation for WCAG in effect at the time of publication of the RFP. The current version of the WCAG guidelines is available on the W3C Accessibility Standards website (<https://www.w3.org/WAI/standards-guidelines>).

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 sanitize 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/or services, in accordance with 1 TAC, Chapter 202 or NIST 800-88.

11.7 In accordance with Texas Government Code § 2054.138, and to the extent that the Vendor is authorized to access, transmit, use, or store data for the agency, Vendor agrees to meet the security controls put in place by the Agency to protect Agency

data. The Vendor agrees to provide the Agency evidence that the Vendor meets the security controls required by the contract annually or more often as requested by the Agency.

11.8 Cloud Computing State Risk and Authorization

Management Program (TX-RAMP): Pursuant to Texas Government Code § 2054.0593(d)-(f), relating to cloud computing state risk and authorization management program, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

12. ADDITIONAL TERMS

12.1 Abortion Provider and Affiliate Transactions Prohibited:

Respondent represents and warrants that the contract is not a taxpayer resource transaction prohibited by Texas Government Code § 2273.003 and that payments made by Agency to Respondent and Respondent's receipt of appropriated funds under the contract are not prohibited by Article IX, § 6.24 of the General Appropriations Act.

12.2 Binding Effect: The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.

12.3 Federal Occupational Safety and Health Law: Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated

under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

12.4 Immigration: Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

12.5 Legal and Regulatory Actions:

12.5.1 Respondent represents and warrants that it is not aware of and has received no notice of any threatened or pending material civil or criminal litigation involving the Respondent or the individuals or entities included in the Response, nor has Respondent or the individuals or entities included in the Response received any final judgment, entered into any settlement agreement, or been placed under consent decree stemming from material civil or criminal litigation within the five (5) calendar years immediately preceding the submission of the Response. "Material Litigation" means any action, suit, proceeding, inquiry, or investigation—including civil investigative demand—against Respondent or the individuals or entities included in the Response by or before any arbitrator, court, tribunal, or governmental authority that a reasonable person knowledgeable of the applicable industry would believe would or could (i) impair Respondent's performance under the contract, (ii) relate to the solicited or similar goods or services, (iii) result in a substantial change in Respondent's financial condition, or (iv) otherwise be relevant to

Agency's consideration of the Response.

12.5.2 If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such threatened, pending, or resolved Material Litigation.

12.5.3 Respondent represents and warrants that it shall notify Agency of any threatened or commenced Material Litigation in writing within five (5) days of its occurrence and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract.

12.6 License: Respondent hereby grants to Agency a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Respondent; and (b) to sublicense any or all such rights to third parties.

12.7 Limitation on Authority: Respondent shall have no authority to act for or on behalf of Agency or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of Agency or the State of Texas.

12.8 No Third-Party Beneficiaries: The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

12.9 Use of State Property: Respondent is prohibited from using State Property for any purpose other than performing Services authorized under the contract. State Property includes, but is not limited to, Agency's office space, identification badges, Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, keyboards, headsets, any Agency-issued software, and the Agency Virtual Private Network (VPN client)), and any other resources of Agency. Respondent shall not remove State Property from the continental United States. In addition, Respondent may not use any computing device to access Agency's network or e-mail while outside of the continental United States. Respondent shall not perform any maintenance services on State Property unless the contract expressly authorizes such services. During the time that State Property is in the possession of Respondent, Respondent shall be responsible for (i) all repair and replacement charges incurred by Agency that are associated with loss of State Property or damage beyond normal wear and tear (liquid damage, vermin infestations, etc.) (ii) all charges attributable to Respondent's use of State Property that exceeds the contract scope including staff time to reconfigure for reuse and (iii) all costs to TWC to take the necessary steps to secure the State Property and get it

ready for reuse. Respondent shall fully reimburse such charges to Agency within ten (10) days of Respondent's receipt of Agency's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Agency under contract, at law, or in equity.

12.10 Refund: Vendor will promptly refund or credit within thirty (30) days any funds erroneously paid by TWC which are not expressly authorized under the contract.

12.11 Subcontractors: Vendor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the TWC. Subcontracts, if any, entered into by the Vendor shall be in writing and be subject to the requirements of the contract. Should Vendor subcontract any of the services required in the contract, 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 performed under all subcontracts are rendered in compliance with the contract.

ATTACHMENT 2 – EXECUTION OF OFFER

Respondent must complete the following information, sign, and return this page. By signing below, Respondent acknowledges receipt of all TWC Terms & Conditions in the SOW—including Attachment 1, agrees to provide the items/services described in this SOW, and agrees to abide by all TWC Terms & Conditions as specified in this SOW and in any Contract resulting from an award.

Any exceptions taken to the Terms & Conditions as set forth in this document must be identified in detail and accompany your response. 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(s)):

Solicitation Document	Solicitation Section	Solicitation Language to which Exception is Taken	Basis of Exception	Respondent's Proposed Language	Still Want to be Considered for Contract Award if Exception is Denied? (State "Yes" or "No")

Please attach additional forms if additional space is needed. Please label any relevant pages with Attachment 2, and the SOW Number.

Signature of person authorized to make this agreement: _____

Date Signed: _____

Printed name of person signing above: _____

RESPONDENT INFORMATION

Name of Respondent:
Mailing Address:
Billing Address (if differ rent from above):
City, State & Zip Code:
Phone No./Fax No.:
E-Mail Address:
Employer Identification No.:
Texas Identification No.:

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: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

The Texas Identification Number (TIN) 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 this number is not known, please visit <https://mycpa.cpa.state.tx.us/coa/>. To obtain a TIN, please visit https://fm.xcpa.texas.gov/fm/pubs/payment/payee_setup/?s=forms_payee_maint&p=app_tin.

☐ Check here if you are a sole ownership or partnership.

Check below to claim a preference under Statute:

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.
- ☐ Agricultural products grown in Texas.

- ☐ Agricultural products offered by Texas bidder.
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service- disabled veteran.
- ☐ Texas Vegetation Native to the Region.
- ☐ USA produced supplies, materials or equipment.
- ☐ Products of persons with mental or physical disabilities.
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel.
- ☐ Energy Efficient Products.
- ☐ Rubberized asphalt paving material.
- ☐ Recycled motor oil and lubricants.
- ☐ Products produced at facilities located on formerly contaminated property.
- ☐ Products and services from economically depressed or blighted areas.
- ☐ Vendors that meet or exceed air quality standards.
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers.
- ☐ Foods of Higher Nutritional Value.

Attachment 3: Pricing Worksheet

Pricing for Required Deliverables - Deliverables Costs

This Cost Worksheet is provided as a template to the Respondent.

#	Item/Service Description		Cost
1	Implementation Fee (Initial Configuration) One-time fee: Includes all items outlined in Attachment 6, Deliverables.	One-time Fee	
2	Annual License Fee: 12-months upon execution of contract a)Annual Hosting b)Technical Support to reach 1-40,000 learners at this institution, Board and Contractor Staff, and partners of this agency. c)Unlimited storage space. d)Annual Managed Service Hours. e)Premium Support Program includes: <ul style="list-style-type: none">• Unlimited priority email support for all authors.• Live, phone-based assistance from support techs.	Year 1	
		Year 2	
		Year 3	
		Year 4	
		Year 5	
Total Costs			

Other Base Costs

Other base costs not included in the Pricing for Required Deliverables – Deliverables Costs and required for Vendor solution must include details of other charges, if any, to be considered by TWC.

#	Item/Service Description	Qty	UOM	Unit Cost	Ext Cost
3	Other fees: <i>Respondent must provide details and justification.</i>				
4	Additional Implementation Support Hours	500	Hour		
5	Additional products/services: <i>Respondent must provide details of optional products/services, if offered.</i>				
Total Costs					

Item	Description	Estimated Duration Calendar Days	Fixed Price Fee	Total
1	Vendor must list ANY additional costs, if applicable. If no additional costs, enter N/A.			
Other Base Total Costs				\$

Attachment 4A –Requirements

Respondent must describe its solution as it relates to the Requirements listed in this attachment. Successful Respondent shall meet or exceed the Requirements found in this attachment. Respondents must name the attachment with their response as referenced in Table 5: Response Sections.

1.0 Requirements Background

1.1. Current Business Process

TWC currently uses SoftChalk to develop and deliver computer-based training (CBT), which includes all TWC mandatory courses. SoftChalk is a web-based content-authoring program intended for use in K-12 and university-level learning environments, as well as in the medical field. SoftChalk tracks training and scores in online score centers in their cloud-based servers. SoftChalk connects to TWC's comprehensive state-mandated HR management system that handles all their HR, Training, Payroll, Time & Labor, Recruiting, and Benefits electronic processing needs. TWC's Human Capital Management (HCM) system known as the Centralized Accounting and Payroll/Personnel System (CAPPS) and is provided by the Texas Comptroller of Public Accounts (CPA) which must be run by state agencies. TWC uses the CAPPS Training module extensively, independent of the SoftChalk data, with over 15 years of customized functionality. Part of the customization was creating an interface with SoftChalk.

TWC CBT's, including mandatory courses, are uploaded to the SoftChalk cloud. To access the training courses, TWC employees go to TWC's Training SharePoint site that lists all the links to CBTs. Employees select the training they need, and that link directs them to a SoftChalk login, where they enter their employee ID and their last name to access the training. This login account ties the SoftChalk and CAPPS data together. Upon training completion, SoftChalk sends them a certificate of completion, tracks their score, and stores it in the SoftChalk cloud.

Daily, the SoftChalk training data is extracted and stored in the Training module of the CAPPS system. On demand, the SoftChalk data is first extracted from the SoftChalk cloud environment into an Excel spreadsheet by staff. To do this, the staff member logs into the SoftChalk cloud-based system and uses one of the SoftChalk utilities to extract all of the relevant

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data from their cloud into an Excel spreadsheet and transfers the data to their local workstation. They convert the Excel spreadsheet into a comma delimited file, with a few macros applied to the data, and then uploads the file to the TWC server. A custom interface in CAPPS then imports the comma delimited file directly into the primary Training table within CAPPS. The SoftChalk data is linked to a specific person in the CAPPS system by two data entities: the person's employee ID in CAPPS and their last name. The combination of special coding and score center integration with CAPPS provides a very limited LMS-like function.

TWC is seeking an LMS to replace SoftChalk that is DIR-approved, accessible, and can be incorporated into the CAPPS system which would be fully functional upon project completion. For the implementation phase, the LMS product must provide the following:

- a) Conversion of SoftChalk courses into LMS courses with all content and techniques preserved (hyperlinks, videos, etc.)
- b) Conversion of all employee user accounts via TWC Employee User ID and last name (ex: 12345 Smith)
- c) Allow a Training staff member to create user login accounts into the LMS system for all users individually and in bulk.
- d) Require users to enter this login account when they start a course, and the account entered is validated to ensure that it is in the system.
- e) When employees finish courses, generate certificates of completion.
- f) Track the score received by the user, per course, when completed with this login account.
- g) Allow Training and Development staff members to log into the LMS system with the ability to:
 - 1. Extract test scores for all users; and
 - 2. Extracted data must be available in Excel format and that is a comma delimited file. This report will be uploaded into CAPPS by Training and Development staff members.

1.2. Current Technical Environment

Currently, TWC develops CBT's using the SoftChalk Create content-authoring tool. These courses are created by the TWC Training staff and replicated and tracked in the SoftChalk cloud. They can be accessed from within the CAPPS

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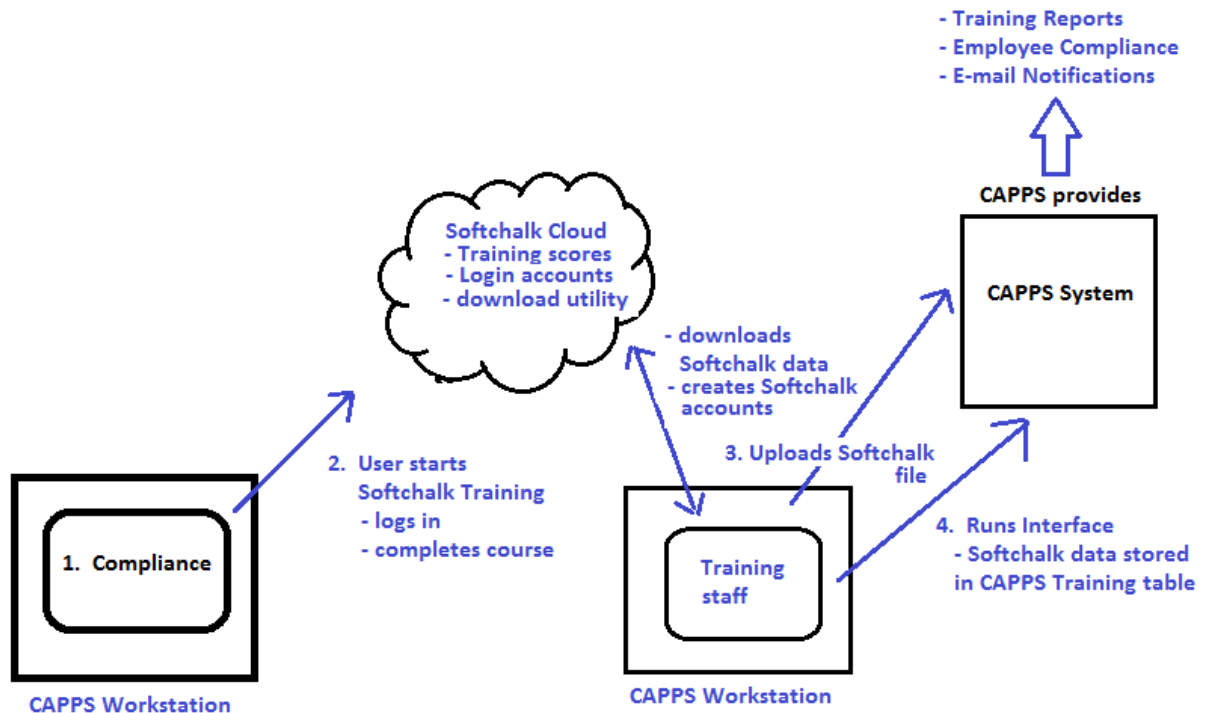
system by a URL link that, when pressed, starts the login process into the mandatory course in the SoftChalk cloud. TWC E-Learning developers have SoftChalk Create software on their desktop to create and maintain the course content. To use this software, developers must log in to a SoftChalk account. Once training is created using the SoftChalk software, developers must upload the training to the SoftChalk Cloud account into lesson folders, which stores content, hosts and deploys the online training directly from within the CAPPS system, and tracks user scores.

TWC Employee accounts are maintained in SoftChalk cloud for the end user to log into, and this account is what allows the SoftChalk training data to be downloaded and interfaced back into the CAPPS TWC Training module.

The TWC Training & Development Systems Support Specialist manually downloads the scores from the cloud and then uploads the scores into CAPPS using a custom interface built by PeopleSoft programmers. This allows for CAPPS compliance tracking at three levels - employee level, manager level, and a centralized level. CAPPS will send automated monthly email notifications at the employee and supervisor level to inform staff of pending noncompliance as well as current noncompliance, along with a diversity of reports.

One of the crucial pages in CAPPS is an employee self-service summary of compliance per mandatory course with a link that enables the person to start the SoftChalk course directly from CAPPS. The CAPPS Training module is extensive and a significant piece of it is based on the mandatory course attendance, so the LMS product must be able to interface with CAPPS to furnish this data needed for reports and on-line pages.

This technical diagram below represents a crucial segment of the CAPPS Training module- how the mandatory courses are managed in CAPPS, tracked in the SoftChalk cloud, and then interfaced back into CAPPS. See Appendix A for additional detail.



1.3. Problem Statement

TWC needs a modern and robust LMS solution to replace SoftChalk's outdated system and will support the current interface for uploading staff test scores and extensive functionality within the CAPPS Training module.

1.4. Desired Future State

The desired future state is that TWC procures a DIR-approved, robust LMS that is accessible and integrates with CAPPS. The Implementation phase will focus on ensuring all existing CAPPS Training functionality is preserved with the new LMS software; future years may explore expanded usage of LMS product features.

2.0 Functional Requirements

2.1. Business Requirements

Section #	Business Requirements (*) Indicates requirements needed during the implementation phase
2.1.1	Must be able to easily enter new user accounts into the LMS software. The user account will consist of the CAPPs employee ID and the last name. Must also be able to bulk load accounts in mass. *
2.1.2	LMS software must validate the user account entered when the course is started; if the account is not in the LMS system then an error is generated, and the user may not complete the course. *
2.1.3	Ability to support dashboards and graphic reports.
2.1.4	Ability to support automated report scheduling.
2.1.5	Ability for administrators to create their own custom learning reports.
2.1.6	Ability to create ad hoc learning reports specific to and restricted to the agency's data (multi-tenant).
2.1.7	Ability for administrators to email reports to other users.
2.1.8	Ability to export reports data in different formats such as pdf, html or excel. *
2.1.9	Ability for administrators to print reports. *
2.1.10	Ability to access/create an Active/Inactive Course and Class Report.
2.1.11	Ability to provide learners with a learning transcript report.

Section #	Business Requirements (*) Indicates requirements needed during the implementation phase
2.1.12	Ability for administrators to create and/or process a course completion report.
2.1.13	Ability to report on learners' compliance with mandatory training.
2.1.14	Ability to run a report to track learner progress in a course.
2.1.15	Ability to run a report of classes completed and not completed for learners within a specific Agency Business Unit and/or Department.
2.1.16	Ability to access and run a Business Unit Monthly Total Completed Training Hours Report.
2.1.17	Ability to access/create and run an Agency Mandatory/Compliance Training Report.
2.1.18	Ability to access/create and run an Agency Total Completed Training Hours Report.
2.1.19	Ability to monitor and report on learner's progress towards a curriculum (learning path) completion.
2.1.20	Ability to monitor and report on learner's progress towards certifications.
2.1.21	Ability to use historical data to calculate learners' compliance with required courses for certifications/professional licenses.
2.1.22	Ability to provide managers with a monthly report on scheduled or completed courses for their direct reports.
2.1.23	Ability to Report on external learner training.

Section #	Business Requirements (*) Indicates requirements needed during the implementation phase
2.1.24	Ability to report on learner's time spent on a web-based activity.
2.1.25	Tracking and reporting for TWC and non-TWC learners. *
2.1.26	Tracking and reporting for special/focused learners (TWC and non-TWC).
2.1.27	Provides responsive technical support. *
2.1.28	Cloud-based. *
2.1.29	Includes gamification and user interactivity. *
2.1.30	Credentials, both traditional and digital, and digital badges. *
2.1.31	A variety of assessment and testing methods. *
2.1.32	Ability to embed videos within the CBTs to be viewed by end users. *

2.2. Technical Requirements

Section #	Technical Requirements (*) Indicates requirements needed during the implementation phase
2.2.1	The LMS data must be interfaced back into the CAPPS system on a daily basis. It is preferred that the existing CAPPS interface be used and that the LMS data is extracted into an Excel spreadsheet or comma delimited file using the same field format. Each row of data must include the user account of the Employee ID that is in CAPPS and the person's last name. The comma delimited file should allow for the option to be generated using a date range and should not require the entire database to be selected for inclusion on the file. *
2.2.2	The LMS course must be able to be started from within CAPPS in which a CAPPS hyperlink connects to the LMS cloud and starts the login process with the user account. *
2.2.3	LMS Software and Database to be Cloud Hosted by the vendor or a partner organization. *
2.2.4	Supports pricing by Subscription and Number of Users. *
2.2.5	System must be able to support Google Chrome, Microsoft Edge, and Mozilla Firefox browsers. *
2.2.6	System must be able to support State Government Agencies and Multi-tenant Compliance. *
2.2.7	Supports an intuitive graphical, icon and hyperlink focused user interface. *

Section #	Technical Requirements (*) Indicates requirements needed during the implementation phase
2.2.8	Supports basic and advanced learning catalog searches.
2.2.9	Ability for learners to search the learning catalog and view course information that includes primary information, i.e., course description, delivery method, duration, target audience, credit hours/units, course objectives, prerequisites, etc.
2.2.10	Ability for learners to search the learning catalog by title and description; to include partial word search.
2.2.11	Ability for learners to search the learning catalog by date range and location. *
2.2.12	Ability to view and act on current enrollments. *
2.2.13	Ability for learners to stop and restart a web-based class. The learning content must be able to be accessed until completed. *
2.2.14	Ability to access a link and launch a scheduled webinar class. *
2.2.15	Ability for Learners to clearly view and monitor their Mandatory Learning enrollments, statuses, and due dates. *
2.2.16	Support anti-spam, anti-virus, IP blocker and strong password security. *
2.2.17	Ability to restrict the view of specific pages and/or fields within the learning catalog based on role and permissions security.

Section #	Technical Requirements (*) Indicates requirements needed during the implementation phase
2.2.18	Ability to define a Training System Administrator role to create and manage learning domains/ environments for state agencies and to view and update core configurations for all learning domains/ environments.
2.2.19	Ability to define Agency Training Administrator role to support their assigned agency's domain/learning environment, i.e., create/maintain the learning catalog, enrollments, class, and program rosters, etc.
2.2.20	Ability to define Agency Training Coordinator role with access to support activities within an Agency Business Unit/Department.
2.2.21	Ability to define Agency Instructor role security access to specific pages and functions for their assigned classes.
2.2.22	Ability to restrict online access for Managers to their direct and indirect reports.
2.2.23	Ability to restrict access for learners to only their personal information and preferences, viewing their own training enrollments, and searching and enrolling in courses within their learning environment/domain.
2.2.24	Ability to run reports based on security permissions.
2.2.25	Ability to view instructor profiles within a domain based on security permissions.
2.2.26	Ability for Content Administrators to upload training content to a test environment for testing and review. *
2.2.27	Ability to support the e-learning AICC compliance standard. *

Section #	Technical Requirements (*) Indicates requirements needed during the implementation phase
2.2.28	Ability to support the e-learning SCORM 1.2 compliance standard. *
2.2.29	Ability to support the e-learning SCORM 2004 compliance standard. *
2.2.30	Ability to support the e-learning xAPI/Tin Can API compliance standard. *
2.2.31	Ability to support the IMS Common Cartridge compliance standard is desirable.
2.2.32	Ability to support the IMS LTI (Learning Tools Interoperability) compliance standard for webinar delivery. *
2.2.33	Ability to support the U.S. Government Section 508 standards. *
2.2.34	Ability for the agency administrators and coordinators to override system defaults when needed.
2.2.35	Ability to have access to the User Guides (Help Documentation). *
2.2.36	Ability to define and maintain Learning Categories and assign courses and programs to those categories.
2.2.37	Ability to search a learning catalog based on selected search criteria.
2.2.38	Ability to share courses across agency learning domains/environments.
2.2.39	Ability to assign unique course and class codes to manage version control.
2.2.40	Ability to define course learning objectives and map those to a skills inventory list.

Section #	Technical Requirements (*) Indicates requirements needed during the implementation phase
2.2.41	Ability to define course details to include code, title, description, notes, learning objectives, etc.
2.2.42	Ability to define multiple delivery methods for a course, i.e., Classroom, Webinar, Self-Paced, etc. *
2.2.43	Ability to define and maintain blended learning classes.
2.2.44	Ability to set and update the status of a class, i.e., Pending, Concluded, Active, Inactive, etc.
2.2.45	Ability to configure and maintain Mandatory Training class offerings for learners and/or groups.
2.2.46	Ability to clone/copy an existing class and modify the details for a new class offering.
2.2.47	Ability to define and maintain Web-based training classes. *
2.2.48	Ability to specify a due date for web-based and other self-paced learning events.
2.2.49	Ability to author web-based content within the LMS (Built-In Authoring Tool). *
2.2.50	Ability to upload and/or interface the LMS with external web-based learning content. *
2.2.51	Ability to create a web-based a quiz/test within the LMS (Built-In Test Engine). *

Section #	Technical Requirements (*) Indicates requirements needed during the implementation phase
2.2.52	Ability to restrict quiz access until learning activity is completed or web-based training is completed (set component completion order). *
2.2.53	Ability to configure quizzes in a way where the learner can either answer a question once or answer multiple times. *
2.2.54	Ability to define and store a bank of quiz questions for use in multiple quiz activities. *
2.2.55	Ability to create and configure curricula (learning paths) and certification programs.
2.2.56	Ability to add or remove courses in a curriculum or certification program.
2.2.57	Ability to drag and drop learning interactions.
2.2.58	Ability to reuse PowerPoint Presentations (PPT's), Portable Document Format (PDF's), Videos, etc. *
2.2.59	Ability to support training blogs. *
2.2.60	Ability to support training forums. *
2.2.61	Ability for administrators to view learners' course history information online. *
2.2.62	Ability to restrict agency administrators to view learner profiles within their agency.
2.2.63	Ability to support Mobile Learning. *

Section #	Technical Requirements (*) Indicates requirements needed during the implementation phase
2.2.64	Ability to archive or retain training records for terminated learners in accordance with agency data retention requirements.
2.2.65	Ability to restore archived Learner training records for terminated Learners upon rehire.
2.2.66	Ability to enroll one or more internal learners into a class and/ or program.
2.2.67	Ability to perform learner group mass enrollments.
2.2.68	Ability for learners to be auto enrolled into Mandatory Training classes.
2.2.69	Ability to assign initial mandatory training to new-hires or rehires prior to their first day of work and based on the HR employee status. *
2.2.70	Ability to create and manage certificate templates.
2.2.71	Ability to generate a unique Certificate by Class Completion.
2.2.72	Ability to generate a unique Certificate by Curriculum Completion.
2.2.73	Ability for administrators to access and print a learner's Certificate of Completion document. *
2.2.74	Ability to upload and attach a Certificate of Completion document to an Enrollment Record.
2.2.75	Ability to create custom ad hoc learning data entry templates that are specific to learning domains/environments.
2.2.76	Ability to add ad hoc learning events that are outside the learning catalog to one or more learners' training records.

Section #	Technical Requirements (*) Indicates requirements needed during the implementation phase
2.2.77	Ability to enter and track on-the-job training and safety presentations.
2.2.78	Ability to define and maintain External Learner Profiles (those persons who are external to the HCM data feed).
2.2.79	Ability to define Learner Groups/Target Populations by business unit, department, job code and/or location and assign group owners.
2.2.80	Ability to define Learner Group Hierarchies.
2.2.81	Ability for System Administrators to set LMS default settings.
2.2.82	Ability to create/configure a custom landing page by agency domain/environment.
2.2.83	System supports user single sign-on.
2.2.84	Vendors must be a DIR approved vendor under a current DIR Contract. *

2.3. Interface Requirements

Section #	Interface Requirements (*) Indicates requirements needed during the implementation phase.
2.3.1	Must be able to provide an Excel spreadsheet or comma delimited file in a specific field order of all the LMS completed courses to TWC. This data is required to support extensive functionality within the CAPPS system. TWC will also consider other alternatives that allow the LMS data to be imported into the CAPPS system. The comma delimited file should allow for the option to be generated using a date range and should not require the entire database to be selected for inclusion on the file. *
2.3.2	Ability to integrate with agency's HR system of record (Oracle/Peoplesoft HCM) and receive person and organization data.
2.3.3	Ability to support Active Directory/LDAP Integration user authentication, support multi-factor authentication, and single-sign on integration.
2.3.4	Ability to support SAML2/API Integration user authentication.
2.3.5	Ability to map and transfer historical training data from SoftChalk Cloud score centers to the new LMS. *
2.3.6	Ability to interface with web-based learning from 3rd party vendors to receive completion status and score and support bookmarking.

2.4. Cybersecurity Requirements

See Attachment 4B – Cybersecurity Requirements

2.5. Disaster Recovery Requirements

Section #	Disaster Recovery Requirements
2.5.1	Disaster recovery planning and testing for all retained services to include periodically test data archiving, retention, and retrieval procedures. See Attachment 8: Data Center Services (DCS) and DCS Templates.

2.6. Report Requirements

Section #	Report Requirements
2.6.1	The LMS data must be interfaced into the CAPPS system using the CAPPS developed process so that all current training reports and on-line pages within CAPPS continue to operate, as is.

2.7. Data Center Services (DCS) Requirements

See Attachment 8 - DCS Template

3.0 Non-Functional Requirements

3.1. Project Management Requirements

Section #	Project Management Requirements
3.1.1	The Respondent must provide a full time Project Manager dedicated to the project 100% of their time during the implementation phase.
3.1.2	The Respondent must provide a draft Project Management Plan in accordance with the acceptance criteria as stated in Attachment 5: Deliverables .
3.1.3	The Respondent must provide a Work Breakdown Structure (WBS) version 1.0 with their response. The WBS must include 100% of all Milestones for the project, 80% of all tasks necessary to complete each Milestone, tasks with durations of 2 weeks or less, and resources identified for each task.
3.1.4	The Respondent must update the WBS every two weeks and use the WBS as a basis for status reports.
3.1.5	The Respondent must provide weekly status reports at no additional charge.
3.1.6	The Respondent must continuously perform risk management throughout the project to identification, quantification, qualification, and mitigation.
3.1.7	The Respondent must continuously perform issues management throughout the project to include corrective action plans.

Section #	Project Management Requirements
3.1.8	The Respondent must hold project team meetings at least weekly.
3.1.9	The Respondent must hold executive briefings at least monthly.
3.1.10	The Respondent must use the TWC PowerPoint slide format for status presentation at executive briefing meetings.

3.2. System Engineering Requirements

Section #	System Engineering Requirements
3.2.1	The Respondent must use either a waterfall methodology or a hybrid methodology (a combination of waterfall and agile systems development).
3.2.2	The Respondent must provide a Requirements Traceability Matrix.
3.2.3	The Respondent must perform systems testing.
3.2.4	The Respondent must provide support for user acceptance testing (UAT).
3.2.5	The Respondent must perform regression testing to validate repairs of bugs found during UAT.
3.2.6	The Respondent must perform full systems integration and round-trip testing.
3.2.7	The Respondent must perform load testing and stress testing.
3.2.8	The Respondent must provide systems documentation.

Section #	System Engineering Requirements
3.2.9	The Respondent must provide a test plan that addresses the crucial conversion requirements for replacing SoftChalk and integrating the new LMS with CAPPS.

3.3. Quality Control Requirements

Section #	Quality Control Requirements
3.3.1	All SoftChalk CBT courses are converted into LMS courses without loss of content, functionality, or use.

3.4. Performance Requirements

Section #	Performance Requirements
3.4.1	Downloading the LMS data into an Excel spreadsheet or comma delimited file must be completed in less than 15 minutes.

3.5. System Acceptance Requirements

Section #	System Acceptance Requirements
3.5.1	All SoftChalk CBT courses are available as LMS courses without loss of content, functionality, or use.

Section #	System Acceptance Requirements
3.5.2	LMS courses may be started from within CAPPS by pressing the course name from the employee self-service compliance page, as it is done now.
3.5.3	New login accounts can be entered into the LMS system with the standard of the 5-digit CAPPS employee ID followed by a blank and then the employee's last name, if one field is used. If two fields are used, then the 5-digit CAPPS employee ID is entered followed by the employee's last name. Last names may be hyphenated, such as Smith-Williams.
3.5.4	Users must enter a login account when they take the LMS course. The LMS system validates the account to ensure that it exists. If it does not exist, then the LMS course may not be taken.
3.5.5	Users may suspend taking the LMS course before completing it and if so, may resume from their last completion point later.
3.5.6	Once the user completes the course, the score is saved in the LMS cloud along with their login account. Every row of data in the LMS cloud includes this login account.
3.5.7	TWC Training staff members may login into the LMS cloud and extract training data into an Excel spreadsheet or comma delimited file using a LMS utility. This operation may be completed by the TWC staff member unannounced and without any assistance from LMS personnel. The data may be interfaced using another method if there is no loss of functionality.

Attachment 4B – Data Privacy and Cybersecurity

Respondent's proposed solution must comply with TWC's requirement that all data remain in the United States (US), meet stringent Data Privacy and Cybersecurity requirements, and comply with Texas Government Code Section 2054.391 to host the solution in the DIR DCS. The US is defined for purposes of this requirement as all 50 states and the District of Columbia.

Regardless of any other provision of this Contract or its incorporated or referenced documents, all of the data for State of Texas Customers identified by the State as requiring their data to remain in the continental United States shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the United States.

Requirements include, but are not limited to:

1. Ensuring solutions that include in whole or in part cloud-based services are hosted by a Cloud Service Provider, Infrastructure as a Service (IaaS) or Platform as a Service (PaaS), that has attained Federal Risk and Authorization Management Program (FedRAMP) (Moderate) and/or Texas Risk and Authorization management Program (TX-RAMP) Level 2 ready status or will have attained FedRAMP (Moderate) and/or Texas Risk and Authorization management Program (TX-RAMP) Level 2 ready status prior to Award Date;
2. Ensuring cloud-based solutions are located within the United States, and all access and support of the solution is performed from the United States;
3. Ensuring software, data, and services are isolated within the cloud environment so that other cloud customers sharing physical or virtual space cannot access other customer data or applications;
4. Providing a complete listing of all data centers within the cloud environment where this solution will operate;
5. Ensuring data in transit and at rest is encrypted using FIPS 140-2 compliant algorithms, cyphers, and modules;
6. Ensuring any storage devices used in the solution are securely sanitized and/or destroyed prior to disposal using methods acceptable by National Security Agency (NSA) and/or Central Security Service (CSS);
7. Conducting at least an annual assessment of the security controls in place on all information systems used in the solution;
8. Incorporating multi-factor authentication for access to the cloud solution from the internet;

9. Ensuring, if using Network Edge Managed Services, that the National Institute of Standards and Technology (NIST)/ISO/IEC 27018:2014 certification has been achieved for the specific services being added to the portfolio;
10. Ensuring the protection of TWC confidential information, including Sensitive Personal Identifiable Information (SPII) (See Attachment 1: Section 2.28) 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 through the implementation of controls such as role-based access controls, encryption at rest and in transit, etc.;
11. Ensuring data security and protection for Health Insurance Portability and Accountability Act (HIPAA) compliance and Family Educational Rights and Privacy Act (FERPA) Compliance;
12. Providing 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;
13. Fully cooperating with the TWC Chief Information Security Officer (CISO) and security team in the detection and remediation of any security vulnerability of the hosting infrastructure and/or the application; and
14. Providing a dedicated Hardware Security Module (HSM) appliance for encryption key management.
15. Ensuring data protection, Respondent must not use or sell account information, and will provide a written policy to ensure data privacy and security to TWC.
16. Cooperating with the TWC Chief Information Security Officer (CISO) and security team in the detection and remediation of any security vulnerability of the hosting infrastructure and/or the application.

1.1.1 Cybersecurity Requirements

Respondent must describe how it will address the following in its technical response:

1. Privacy
2. Information Security Management
3. IT Security Risk Management and Risk Treatment
4. Security Management Plan/System Security Plan
5. Continuous Security Monitoring
6. Security Governance Controls
7. Vulnerability and Security Assessments

8. Internal Data Security Protocols:
 - a) Active Countermeasures
 - b) Passive Countermeasures
 - c) User Authentication
 - d) Security Monitoring Systems
 - e) Encryption
 - f) Contracted "Hacking" Services
 - g) Agent-Based Monitoring Tools
 - h) Event Correlation Software
 - i) Automated Notification
 - j) Dedicated Security Team
9. Audit and Accountability
10. Fraud Detection and Identity Theft
11. Personnel Security Protocols
12. Data Migration and Conversion Process
13. Data Archiving, Retention, and Retrieval
14. Data Processing Security Systems
15. Data Management Purge
16. Password Policy
17. Facility Safeguards & Security
18. Physical Security
19. Location of Data
20. Incident Management and Response Plan
21. Disaster Recovery
 - a) Periodically test data archiving, retention, and retrieval procedures
22. Backup
23. Network Controls including border perimeter controls
24. Application Controls including Web Application Firewall
25. Change management
26. Release Management Strategy
27. System Development Life Cycle
28. Software Configuration Management (SCM) process, controls, and tools
29. Exceptions to security policies process

1.1.2 Cybersecurity Certifications

If Respondent has obtained one, or more, of the cybersecurity certifications listed below, Respondent must include certification in Table 3: Response Package 1 Files:

1. Statement on Standards for Attestation Engagements 18 Service and Organization Controls 2 Report (SSAE 18 SOC 2) certification
2. Information Security Management ISO 27001 certification
3. Federal Risk and Authorization Management Program (FedRAMP) Moderate authorization or Texas Risk and Authorization management Program (TX-RAMP) Level 2 certification

Successful Respondent may have a provisional certification at time of award date but must be working towards Level 2 certification.

Attachment 5 Deliverables

Respondent must provide the following deliverables during the project which shall be inclusive of the unit costs in Attachment 3 – Pricing Cost Worksheet.

No.	Deliverable Name	Deliverable Description	Acceptance Criteria At a minimum, Successful Respondent will provide the following:	Estimated Timeline or Due Date
01	Kick-off Meeting	Successful Respondent will initiate kick-off meeting and identify key project stakeholders to begin the project and discuss: <ul style="list-style-type: none"> ● Implementation Strategy ● Project management plan 	1) An Agenda which both parties agree upon and will be delivered at least 24 hours before the kick-off meeting; 2) A list of attendees during kickoff meeting indicating present or absent; 3) Notes from the kick-off meeting delivered within 72 hours of the kick-off meeting.	To be scheduled within five (5) business days after contract award.
02	Project Management Plan	Successful Respondent will have the proposed project plan available at the time of the kick-off meeting to discuss. The plan will be emailed to key project stakeholders.	1) Define an overview of what must be accomplished and high-level objectives of the Implementation; 2) List a description of all tasks, dates, effort and artifacts produced, describing who is responsible for each task/step; 3) Provide risk management and contingency planning, including Risks, Action Items, Issues and Decisions Register; 4) Describe technique for measuring project performance and progress; 5) Align with Implementation Strategy accepted by TWC.	Version 0.02 within thirty (30) days after contract award.
03	Implementation Strategy	Successful Respondent will have the proposed Implementation Strategy available at the time of the kick-off meeting to discuss. The Implementation Strategy will be emailed to key project stakeholders.	1) Identify the various activities to be performed during each phase of the implementation; 2) Include rationale, benefits, risks and costs for implementation approach; 3) Include a strategy and schedule for implementing vendor solution; 4) Change Management Plan;	Version 0.01 within thirty (30) days after contract award.

No.	Deliverable Name	Deliverable Description	Acceptance Criteria At a minimum, Successful Respondent will provide the following:	Estimated Timeline or Due Date
03	Weekly Project Status Reports	Successful Respondent will prepare and provide a formal status report to all key project stakeholders reporting weekly project progress. These reports should identify potential risks to the project and project timelines.	1) Describe all work performed and completed during the week for which the Project Weekly Status Report is provided; 2) Present the work to be performed in the subsequent week; 3) Include the percent complete for each deliverable and an updated Project Milestone table; 4) Provide dashboard views of schedule performance.	Due by Thursday of each week by close of business.
04	Training Content Migration Plan	Successful Respondent will provide the plan to migrate current CBTs from SoftChalk to the new LMS.	1) Provide a timeline and strategy for migration to the new LMS; 2) Outline all tasks to be completed for migration. 3) Provide review and acceptance for allowing our users in our HCM CAPPS System to start these courses in the LMS cloud directly from a link in the CAPPS system.	Due within 30 days of contract award date.
05	All Legacy System (SoftChalk) Content Migration to new LMS	Successful Respondent will have all CBTs migrated to the new LMS. The training must be 100% operational and tracked in the new LMS. Training scores must integrate/transfer into TWC CAPPS. Insertion of New User Accounts (individual or bulk) Extraction of Employee Training Results per course	1) Vendor to have all CBTs migrated by due date. Before UAT. 2) All SoftChalk CBT courses are to be converted into LMS courses without loss of content, functionality, or use. 3) All LMS courses accessible directly from TWC CAPPS.	Due prior to User Acceptance Testing (UAT).
06	CAPPS Integration Plan	Successful Respondent must provide the plan to integrate the new LMS with TWC CAPPS.	1) Vendor will provide integration plan to TWC staff within TWC's timeline. 2) The plan must include all current steps used to integrate new LMS into the HCM CAPPS system.	Due within 30 days from contract award date.

No.	Deliverable Name	Deliverable Description	Acceptance Criteria At a minimum, Successful Respondent will provide the following:	Estimated Timeline or Due Date
07	CAPPS Integration	<p>Successful Respondent must have the new LMS fully integrated with TWC CAPPS as agreed to. The vendor and the TWC E-Learning manager will signoff that LMS has been successfully integrated with CAPPS.</p> <p>Chosen courses in CAPPS, URL connects to LMS cloud and login.</p> <p>Reporting to include: Query tool for quick review of data stored in the LMS cloud for troubleshooting purposes and basic analysis, with security in place to validate query users.</p> <p>Launch of LMS courses from CAPPS via URL.</p> <p>Extraction of employee training data by course into a comma delimited file by date range with ability to filter by date range</p>	<p>Vendor to integrate the LMS fully with CAPPS upon agreed due date with TWC upon migration completion.</p> <p>(sign off will be needed)</p> <p>1) The vendor will conduct their own unit and system testing phase to ensure all existing steps required to integrate the LMS software with the HCM CAPPS system works as expected and provide those results to TWC. TWC will repeat the exact testing cycle internally to confirm the steps and process.</p>	Due when content migration is complete.
08	LMS Testing Plan	<p>Successful Respondent must provide the plan to test the new LMS with TWC CAPPS. Must identify testing group and testing environment.</p>	<p>1) Testing Plan that includes proof of course completion by employee and proof of passing the course.</p> <p>2) Testing Plan that includes proof of completion of course in the cloud database as well as on the extracted comma delimited file</p> <p>3) The Testing Plan is to be received by TWC Staff. Testing must include CAPPS and testing environment and identify testing groups. The Testing Plan is to be delivered to TWC staff within TWC's timeline.</p>	Due within 30 days from contract award date.
09	LMS Testing - Verification	<p>Successful Respondent's new LMS must be tested and ready for deployment. Vendor must provide a</p>	<p>LMS Testing Verification report once the New LMS is ready for deployment. Verification is to be delivered to TWC staff within TWC's timeline.</p>	Due 30 days prior to project go-live.

No.	Deliverable Name	Deliverable Description	Acceptance Criteria At a minimum, Successful Respondent will provide the following:	Estimated Timeline or Due Date
		verification report to the TWC E-Learning manager.		
10	LMS Training Plan	Successful Respondent must provide the plan to develop training for TWC end-user and system administrators on how to use the new LMS.	1) Include approach; schedule with tasks, deliverable dependencies and resource requirements; identified risks, issues and mitigation strategies; 2) Include a Technical Support Training Plan; 3) Describe the training materials, resource plan, and timeline in support of the State-wide rollout of the LMS solution to TWC staff.	Due within 30 days from contract award date.
11	LMS Training and Training Materials for Admin and End-users	All training materials will be complete and Approved by TWC.	1) Include documentation and knowledge transfer for administrators and TWC Staff; 2) Include User Guides; 3) Materials must be compliant with federal and State Accessibility standards; 4) Delivered in a TWC approved electronic format; 5) Include all TWC modifications to the base COTS solution, if applicable.	Due 15 days prior to completion of LMS deployment.
12	LMS Deployment/Implementation Plan	Successful Respondent must provide the plan to deploy the new LMS.	1) The Plan must specify how the LMS will integrate with the HCM CAPPS system to replace all existing functionality currently being use. 2) The Plan must outline how TWC administration will create and maintain courses in the LMS cloud. 3) The Plan should outline any follow up services and a timeline that the services are available. LMS Deployment & Implementation Plan is to be delivered to TWC staff within the time frame.	Due within 30 days from contract award date.

No.	Deliverable Name	Deliverable Description	Acceptance Criteria At a minimum, Successful Respondent will provide the following:	Estimated Timeline or Due Date
13	LMS Deployment/Implementation	Successful Respondent must have successfully deployed the new LMS. The vendor and the TWC E-Learning manager will signoff that they agree the LMS is live.	Successful Deployment is to be delivered to TWC staff within TWC's timeline.	Due upon completion of LMS deployment.
14	Post Deployment Corrective/Maintenance Check-in Meetings	Successful Respondent will meet with TWC representatives one month, three months, six months, one year, and annually after LMS deployment (for lifetime of contract) to identify issues with the new LMS that must be resolved in accordance with the agreed terms of the contract. Vendor and TWC representatives will create an action plan and work to resolve all issues. Technical support hours & availability for issue resolution.	Vendor will schedule meeting 1, 3, 6 and 12 months within TWC's requested timeframe for the life of the contract.	Due 1, 3, 6, 12 months, and annually after LMS deployment for lifetime of contract.
15	Additional Implementation Support	Discretionary funding for additional Project activities or revisions necessitated due to unanticipated mandates and/or other changes essential to Project delivery. These implementation support hours will be available for use at TWC's discretion for additional work related to the contracted deliverables or optional deliverables.	Vendor will inform TWC in writing if unanticipated work is needed beyond \$500. Including description of work and proposed cost.	Will not exceed five hundred (500) hours.

1.1 Additional Implementation Support

The TWC Project Manager, the TWC Program Manager and the Successful Respondent Project Manager will approve additional implementation support through signed Deliverable Expectation Documents (DEDs) (see Attachment 6 – DED Template) and affected work must not begin until the DED is signed. Acceptance criteria for additional implementation support will be defined in approved DED. The DED must specify the acceptance requirements for invoicing the agreed upon price.

To support the DED processes, the Successful Respondent must:

- Establish processes to provide timely, accurate impact analysis and cost assessment of requested changes to support evaluation and prioritization of requested changes;
- Establish a process for implementation of approved changes in the delivery cycle.

Attachment 6

Deliverable Expectation Document (DED)

Professional Development LMS

Texas Workforce Commission Division, Training and Development

A DED for each task will be prepared by the TWC Information Technology (IT) Contract Manager based upon inputs from the Successful Respondent and appropriate TWC program and IT stakeholders. Once approved by both TWC and the Successful Respondent, the DED will be incorporated into the Contract for all purposes and will be the tool used to monitor the Successful Respondent's work on the deliverable and for the deliverable acceptance criteria.

Deliverable Information	
Deliverable Title:	
Deliverable Number:	
Deliverable Price:	
Deliverable Description:	
Deliverable Acceptance Criteria	
Date Due to TWC:	
Date Received by TWC:	
Contract Information	
Project Name:	
Purchase Order:	
Approved to Start Work Date:	
Project Sponsor:	
Vendor Name:	
Vendor Contact:	
Vendor Email:	

Vendor Phone:	
Vendor Fax:	
TWC Project/Contract Manager	
Name:	
Email:	
Phone:	
Fax:	
TWC Program Manager	
Name:	
Email:	
Phone:	
Fax:	

Part A. Approval of Expectations Criteria

Vendor DED Approval/Comments	
Approved by:	Signature and Date:
Approval Comments:	
TWC DED Approval/Comments	
Approved by:	Signature and Date:
TWC Contract Manager	

Approval Comments:	
TWC DED Approval/Comments	
Approved by:	Initials and Date:
TWC Business Owner	
TWC Deputy CIO	
TWC CIO	
Approval Comments:	

Part B. Approval of Deliverable

Vendor Approval/Comments	
Approved by:	Signature and Date:
Approval Comments:	
TWC Approval/Comments	
Approved by:	Signature and Date:
TWC Contract Manager	
Approval Comments:	
TWC Approval/Comments	
Approved by:	Initials and Date:
TWC Business Owner	
TWC Deputy CIO	
TWC CIO	
Approval Comments:	

TWC Approval/Comments	
Approved by:	Signature and Date:
TWC Division Director	

TWC Executive Director	
Approval Comments:	

**Texas Workforce Commission (TWC)
Request for Offer**

Professional Development LMS

3202500123

Response Package 1

Attachment 7A

**Voluntary Product Accessibility Template®
(VPAT®)**

Revised Section 508 Edition

Version 2.4

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About This Document

The VPAT is provided in four editions based on the standards/guidelines being evaluated. The editions are WCAG, Revised 508, EN 301 549 and International, which includes all of the standards.

This is the Revised Section 508 edition of the VPAT. It includes the following standards/guidelines:

- [Web Content Accessibility Guidelines 2.0](#)
- [Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018](#)

If you need a different combination of standards/guidelines then use the appropriate alternate edition of the VPAT found on the [ITI Accessibility web page](#).

This document is broken into two main sections:

- Essential Requirements and Best Practices for using the VPAT® to complete an Accessibility Conformance Report (the instructions)
- The VPAT

Please carefully review the Essential Requirements and Best Practices sections before using the VPAT to create an Accessibility Conformance Report.

The purpose of these instructions is to promote accurate and consistent reporting of product accessibility information.

The VPAT is a template used to document a product's conformance with accessibility standards and guidelines. The purpose of the Accessibility Conformance Report is to assist customers and buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology," also referred to as "Information and Communication Technology" (ICT) products and services with features that support accessibility.

The Information Technology Industry Council (ITI) provides the VPAT. Use of the template and service mark does not require membership in ITI.

Essential Requirements and Best Practices for Information & Communications Technology (ICT) Vendors

This section provides guidance for reporting product conformance for major accessibility standards and guidelines using the VPAT® to produce the Accessibility Conformance Report. Deviating from these guidelines precludes vendors from referencing the template by name and/or the VPAT acronym.

Getting Started

1. Before creating a report, read all of the materials provided in this document.
2. Determine which accessibility standards/guidelines will be included in the Accessibility Conformance Report and use the appropriate VPAT file.
3. It is the vendor's responsibility to maintain the integrity of the data in the report.

Essential Requirements for Authors

The following are the minimum requirements to produce an Accessibility Conformance Report based on the VPAT®.

1. The VPAT name and template are registered service marks of ITI. Use of the VPAT template and name requires the inclusion of the registered service mark (i.e., "VPAT®"). Users of the VPAT agree not to deviate from the Essential Requirements for Authors.
2. The template file can be used as is or replicated in a different delivery format, for example as HTML or PDF. The final conformance report must be accessible.
3. A report must contain the following content at a minimum:
 - **Report Title** – In the heading format of "[Company Name] Accessibility Conformance Report"
 - **VPAT Heading Information** – Template version

- **Name of Product/Version** – Name of Product being reported, including product version identifier if necessary
- **Report Date** – Date of report publication. At a minimum, provide the month and year of the report publication. For example, “May 2016”. If date is included, ensure it is clear “4 May 2016” or “May 4, 2016”.
- **Product Description** – A brief description of the product
- **Contact Information** – Contact Information for follow-up questions. Listing an email is sufficient.
- **Notes** – Any details or further explanation about the product or the report. This section may be left blank.
- **Evaluation Methods Used** – Include a description of evaluation methods used to complete the VPAT for the product under test.
- **Applicable Standards/Guidelines** – A clear indication of which Standards/Guidelines this Conformance Report covers.
 - The list must include only the Standards/Guidelines used to evaluate the product.
 - The applicable Standards/Guidelines that are included in this VPAT edition are:
 - [Web Content Accessibility Guidelines 2.0](#) or WCAG 2.0 (ISO/IEC 40500)
 - [Revised Section 508 standards](#) – the U.S. Federal accessibility standard for ICT Products, published by the U.S. Access Board in the Federal Register on January 18, 2017 and corrected on January 22, 2018
 - If other Standards/Guidelines are reported, then use the appropriate VPAT edition.
 - This information can be in a table format at the top of the report with the table heading ‘Standards/Guidelines’ and the reported Standards/Guidelines identified. This information can alternatively be supplied in the introductory text of the report. In the VPAT we have used a table as an example and listed “(yes / no)” for each standard/guideline. To indicate what the report covers leave the appropriate yes or no on each standard/guideline.

- If multiple Standards or Guideline tables are included, each table must identify the Standard or Guideline that the criteria in that table represent.
- **Terms** – The report must list the definition of the terms used in the Conformance Level column. ITI recommends the following terms. If a vendor deviates from the ITI definitions, the vendor shall reference this change in the heading Notes section. If a term is not used it can be removed from the list. The ITI definitions are: This can only be used in WCAG 2.x Level AAA
 - **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
 - **Partially Supports:** Some functionality of the product does not meet the criterion.
 - **Does Not Support:** The majority of product functionality does not meet the criterion.
 - **Not Applicable:** The criterion is not relevant to the product.

Note: When filling in the WCAG tables, a response may use 'Supports' where one might otherwise be inclined to use 'Not Applicable'. This is in keeping with [WCAG 2.0 Understanding Conformance](#): This means that if there is no content to which a success criterion applies, the success criterion is satisfied.

- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG 2.x Level AAA.
 - **Tables for Each Standard or Guideline** – Tables showing the responses to the criteria.
4. WCAG Conformance Information – The answers in the WCAG success criteria are based on the level of conformance being reported (Level A, AA or AAA).
- These tables are used to answer:
 - Revised Section 508:
 - Chapter 5 Software
 - Chapter 6 Support Documentation
 - The selected levels of WCAG 2.0 Guidelines.
 - If using a summary table, due to answers applying to multiple criteria, when answering for the Revised Section 508, the answers

need to be clear about which individual criteria the answer applies to. It is possible to either use a summary, selecting the worst case for the criteria, or to have separate answers or even tables for software, support documentation, authoring tools, etc., so long as the methodology used is made clear.

5. Remarks and Explanations – Detailed remarks should be provided in the Remarks and Explanations column to justify your answer in the Conformance Level column.
 - When the conformance level is 'Partially Supports' or 'Does Not Support', the remarks should identify:
 1. The functions or features with issues
 2. How they do not fully support
 - If the criterion does not apply, explain why.
 - If an accessible alternative is used, describe it.
6. In the Section 508 tables, when subsections of criteria do not apply to the product, the section may be summarized or removed as long as an explanation is provided explaining why a criterion does not apply. Another alternative is to leave the table and add a summary why the section does not apply. For example, in Chapter 5 the criteria in 502 and 503 will not apply to a web only application, thus those sections can be removed with a summary in the notes for the chapter, or a row in the table.

Best Practices for Authors

ITI suggests that authors adopt the following best practices when using the VPAT® to create an Accessibility Conformance Report.

- **Branding Header:** Company logo or branding information
- **Report Date Changes:** If a report is revised, change the report date and explain the revision in the Notes section. Alternately, create a new report and explain in the Notes section that it supersedes an earlier version of the report.
- **Notes:** Add any notes applicable to product or the report
 - Additional information about the product version that the document references

- Any revisions to the document
- Links to any related documents
- Additional information describing the product
- Additional information about what the document does or does not cover
- Information suggested by the [WCAG 2.0 Conformance Claim](#)
- Information needed to satisfy ISO/IEC 17050-1:2004, Supplier's Declaration of Conformity
- **Evaluation Methods Used** – Information to enter may include the following:
 - Testing is based on general product knowledge
 - Similar to another evaluated product
 - Testing with assistive technologies
 - Published test method (provide name, publisher, URL link)
 - Vendor proprietary test method
 - Other test method
- **Remarks and Explanations:** This section may include:
 - Information regarding the testing of a given criteria.
 - Information on application dependencies to support accessibility (e.g. OS, app frameworks, browsers recommended).
 - How the customer can find more information about accessibility issues. One method can be to include the bug ID where customers can call the company's customer support to get additional information.
 - Known workarounds for accessibility issues.
- **Legal Disclaimer:** Area for any legal disclaimer text required by your organization.
- **Report Size:** To reduce the size of the report it is acceptable to remove sections. Individual criteria cannot be removed, only sections at a time. Section removal is acceptable in four situations:
 - When an entire section is not being reported on because it does not apply to the product, for example:

- Chapter 4: Hardware. Information should be included in the notes for that section why it has been removed.
- A card reader that doesn't have sound could remove the criteria in section 413 Closed Caption Processing Technologies and just note the why the criteria doesn't apply.
- If the product is not being evaluated for a level of the criteria (for example Level AAA) then that table may be deleted.
- If a requesting customer has identified that a section of the standard does not apply, information should be included in the notes that the section has been removed.
- **WCAG 2.0 Tables:** The WCAG 2.0 criteria are shown in three tables, Level A, Level AA, and Level AAA.
 - If desired, these tables can be combined into one table.
 - When reporting on a level (A, AA or AAA) all criteria for that level must be answered.
- **Language:** Translation to other languages is permitted.
- **Multiple Reports:** When using the VPAT to create an Accessibility Conformance Report for complex products it may be helpful to separate answers into multiple reports. For example, when a product is an Authoring Tool that also has web content and documentation. When multiple reports are used for a complex product, it is required to explain this and how to reach the other reports in the Notes section of each report.
- **Criteria Text:** To help conserve space in the ITI template only the criteria ID number and a short title have been included. Where possible, links have been included to the standard/guideline.
 - It is acceptable to add the full text of the criteria into the cell if desired to help with understanding.
 - The links to the standards/guidelines can be removed.
- **Ordering of Tables:** The order that the standard and guideline tables appear may be changed to facilitate reading. The current order is WCAG then Section 508. You can change this order to insert the WCAG criteria into the Section 508 tables.
- **Guideline Section Heading Rows in Tables:** The tables include heading rows to facilitate understanding the context of the criteria.

- The cells in these rows do not require answers as indicated by “Heading cell – no response required.”
- It is optional to add a response if desired.
- The shading of the row is also optional.
- If removing the heading rows, edit the criteria titles so it’s clear where they apply.

Posting the Final Document

- When publishing your Accessibility Conformance Report, be sure to remove the entire first 9 pages of this document, including the table of contents, introductory information and instructions.
- Check for each required item in the VPAT® document:
 - **[Company Name] Accessibility Conformance Report**
(report title)
 - **(Based on VPAT® Version 2.4)**
 - **Name of Product/Version**
 - **Report Date**
 - **Product Description**
 - **Contact Information**
 - **Notes**
 - **Evaluation Methods Used**
 - **Applicable Standards/Guidelines**
 - **Terms**
 - **Tables for Each Standard or Guideline**
 - Check that there is a response for each criterion for ‘Conformance Level’ and ‘Remarks and Explanations.’
- Verify that the final document is accessible.
- Post your final document on your company’s web site, or make the document available to customers upon request.

Table Information for VPAT® Readers

For each of the standards, the criteria are listed by chapter in a table. The structures of the tables are: the first column contains the criteria being evaluated, the second column describes the level of conformance of the product regarding the criteria and the third column contains any additional remarks and explanations regarding the product.

- When sections of criteria do not apply, or are deemed by the customer as not applicable, the section is noted as such and the rest of that table may be removed for that section.
- When multiple standards are being recorded in this document, the duplicative sections are noted and responded to only one time. The duplicate entry will note the cross reference to the data.

[Company] Accessibility Conformance Report

Revised Section 508 Edition

(Based on VPAT® Version 2.4)

Name of Product/Version:

Report Date:

Product Description:

Contact Information:

Notes:

Evaluation Methods Used:

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes)

Standard/Guideline	Included In Report
	Level AAA (No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.1.1 Non-text Content</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.2.1 Audio-only and Video-only (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.2.2 Captions (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.2.3 Audio Description or Media Alternative (Prerecorded)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.3.1 Info and Relationships</u> (Level A) Also applies to: Revised Section 508	Web: Electronic Docs: Software:	Web: Electronic Docs: Software:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Authoring Tool:	Authoring Tool:
<u>1.3.2 Meaningful Sequence</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.3.3 Sensory Characteristics</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.4.1 Use of Color</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.4.2 Audio Control</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.1.1 Keyboard</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<u>2.1.2 No Keyboard Trap</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.2.1 Timing Adjustable</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.2.2 Pause, Stop, Hide</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.3.1 Three Flashes or Below Threshold</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.4.1 Bypass Blocks</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs 	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
<u>2.4.2 Page Titled</u> (Level A)	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Electronic Docs: Software: Authoring Tool:	Electronic Docs: Software: Authoring Tool:
<u>2.4.3 Focus Order</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.4.4 Link Purpose (In Context)</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>3.1.1 Language of Page</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>3.2.1 On Focus</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>3.2.2 On Input</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 504.2 (Authoring Tool) 602.3 (Support Docs) 		
<u>3.3.1 Error Identification</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>3.3.2 Labels or Instructions</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>4.1.1 Parsing</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>4.1.2 Name, Role, Value</u> (Level A) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
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Criteria	Conformance Level	Remarks and Explanations
<u>1.2.4 Captions (Live)</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.2.5 Audio Description (Prerecorded)</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.4.3 Contrast (Minimum)</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.4.4 Resize text</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>1.4.5 Images of Text</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.4.5 Multiple Ways</u> (Level AA) Also applies to: Revised Section 508	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 504.2 (Authoring Tool) 602.3 (Support Docs) – Does not apply to non-web docs 		
<u>2.4.6 Headings and Labels</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>2.4.7 Focus Visible</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>3.1.2 Language of Parts</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>3.2.3 Consistent Navigation</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 504.2 (Authoring Tool) 602.3 (Support Docs) – Does not apply to non-web docs 	Web: Electronic Docs: Authoring Tool:	Web: Electronic Docs: Authoring Tool:
<u>3.2.4 Consistent Identification</u> (Level AA) Also applies to:	Web: Electronic Docs:	Web: Electronic Docs:

Criteria	Conformance Level	Remarks and Explanations
Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) – Does not apply to non-web software 504.2 (Authoring Tool) 602.3 (Support Docs) – Does not apply to non-web docs 	Authoring Tool:	Authoring Tool:
<u>3.3.3 Error Suggestion</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:
<u>3.3.4 Error Prevention (Legal, Financial, Data)</u> (Level AA) Also applies to: Revised Section 508 <ul style="list-style-type: none"> 501 (Web)(Software) 504.2 (Authoring Tool) 602.3 (Support Docs) 	Web: Electronic Docs: Software: Authoring Tool:	Web: Electronic Docs: Software: Authoring Tool:

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
<u>1.2.6 Sign Language (Prerecorded)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>1.2.7 Extended Audio Description (Prerecorded)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>1.2.8 Media Alternative (Prerecorded)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
<u>1.2.9 Audio-only (Live)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>1.4.6 Contrast (Enhanced)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>1.4.7 Low or No Background Audio</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>1.4.8 Visual Presentation</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>1.4.9 Images of Text (No Exception)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.1.3 Keyboard (No Exception)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.2.3 No Timing</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.2.4 Interruptions</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.2.5 Re-authenticating</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.3.2 Three Flashes</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.4.8 Location</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.4.9 Link Purpose (Link Only)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>2.4.10 Section Headings</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.1.3 Unusual Words</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.1.4 Abbreviations</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.1.5 Reading Level</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:

Criteria	Conformance Level	Remarks and Explanations
<u>3.1.6 Pronunciation</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.2.5 Change on Request</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.3.5 Help</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:
<u>3.3.6 Error Prevention (All)</u> (Level AAA) Revised Section 508 – Does not apply	Web:	Web:

Revised Section 508 Report

Notes:

Chapter 3: [Functional Performance Criteria \(FPC\)](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision		
302.2 With Limited Vision		
302.3 Without Perception of Color		
302.4 Without Hearing		
302.5 With Limited Hearing		
302.6 Without Speech		
302.7 With Limited Manipulation		
302.8 With Limited Reach and Strength		
302.9 With Limited Language, Cognitive, and Learning Abilities		

Chapter 4: [Hardware](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen		

Criteria	Conformance Level	Remarks and Explanations
402.2.2 Transactional Outputs		
402.2.3 Speech Delivery Type and Coordination		
402.2.4 User Control		
402.2.5 Braille Instructions		
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening		
402.3.2 Non-private Listening		
402.4 Characters on Display Screens		
402.5 Characters on Variable Message Signs		
<u>403 Biometrics</u>	Heading cell – no response required	Heading cell – no response required
403.1 General		
<u>404 Preservation of Information Provided for Accessibility</u>	Heading cell – no response required	Heading cell – no response required
404.1 General		
<u>405 Privacy</u>	Heading cell – no response required	Heading cell – no response required
405.1 General		
<u>406 Standard Connections</u>	Heading cell – no response required	Heading cell – no response required
406.1 General		
<u>407 Operable Parts</u>	Heading cell – no response required	Heading cell – no response required
407.2 Contrast		
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible		
407.3.2 Alphabetic Keys		
407.3.3 Numeric Keys		
407.4 Key Repeat		

Criteria	Conformance Level	Remarks and Explanations
407.5 Timed Response		
407.6 Operation		
407.7 Tickets, Fare Cards, and Keycards		
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane		
407.8.1.1 Vertical Plane for Side Reach		
407.8.1.2 Vertical Plane for Forward Reach		
407.8.2 Side Reach		
407.8.2.1 Unobstructed Side Reach		
407.8.2.2 Obstructed Side Reach		
407.8.3 Forward Reach		
407.8.3.1 Unobstructed Forward Reach		
407.8.3.2 Obstructed Forward Reach		
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach		
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach		
<u>408 Display Screens</u>	Heading cell – no response required	Heading cell – no response required
408.2 Visibility		
408.3 Flashing		
<u>409 Status Indicators</u>	Heading cell – no response required	Heading cell – no response required
409.1 General		
<u>410 Color Coding</u>	Heading cell – no response required	Heading cell – no response required
410.1 General		
<u>411 Audible Signals</u>	Heading cell – no response required	Heading cell – no response required
411.1 General		

Criteria	Conformance Level	Remarks and Explanations
<u>412 ICT with Two-Way Voice Communication</u>	Heading cell – no response required	Heading cell – no response required
412.2 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones		
412.2.2 Volume Gain for Non-Wireline ICT		
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets		
412.3.2 Wireline Handsets		
412.4 Digital Encoding of Speech		
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID		
412.7 Video Communication		
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability		
412.8.2 Voice and Hearing Carry Over		
412.8.3 Signal Compatibility		
412.8.4 Voice Mail and Other Messaging Systems		
<u>413 Closed Caption Processing Technologies</u>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions		
413.1.2 Pass-Through of Closed Caption Data		
<u>414 Audio Description Processing Technologies</u>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners		
414.1.2 Other ICT		
<u>415 User Controls for Captions and Audio Descriptions</u>	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls		

Criteria	Conformance Level	Remarks and Explanations
415.1.2 Audio Description Controls		

Chapter 5: [Software](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG 2.0 section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features		
502.2.2 No Disruption of Accessibility Features		
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information		
502.3.2 Modification of Object Information		
502.3.3 Row, Column, and Headers		
502.3.4 Values		
502.3.5 Modification of Values		
502.3.6 Label Relationships		
502.3.7 Hierarchical Relationships		
502.3.8 Text		
502.3.9 Modification of Text		
502.3.10 List of Actions		
502.3.11 Actions on Objects		
502.3.12 Focus Cursor		
502.3.13 Modification of Focus Cursor		
502.3.14 Event Notification		
502.4 Platform Accessibility Features		
503 Applications	Heading cell – no response	Heading cell – no response

Criteria	Conformance Level	Remarks and Explanations
	required	required
503.2 User Preferences		
503.3 Alternative User Interfaces		
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		
503.4.2 Audio Description Controls		
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)	See WCAG 2.0 section	See information in WCAG 2.0 section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion		
504.2.2 PDF Export		
504.3 Prompts		
504.4 Templates		

Chapter 6: [Support Documentation and Services](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features		
602.3 Electronic Support Documentation	See WCAG 2.0 section	See information in WCAG 2.0 section
602.4 Alternate Formats for Non-Electronic Support Documentation		
603 Support Services	Heading cell – no response	Heading cell – no response

Criteria	Conformance Level	Remarks and Explanations
	required	required
603.2 Information on Accessibility and Compatibility Features		
603.3 Accommodation of Communication Needs		

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed.

Vendor Information and Communications Technology (ICT) Accessibility Policy Assessment

This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations.

Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for other requested accessibility information such as VPATs. All questions, inquiries, etc. regarding Vendor ICT Accessibility Policy (PDAA) should be included in 1202500123 SOW Table 4: Questions Template

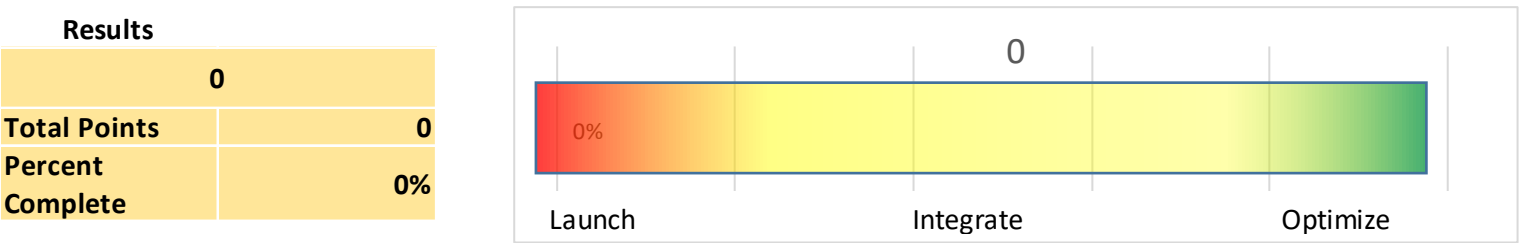
Organization information

Organization name: _____
Organization address: _____
Responder contact information: _____
Date of assessment completion: _____

My organization is a (choose one or more if applicable)
☐ Manufacturer: My organization develops and sells its own ICT products / services
☐ Service Provider: My organization sells IT development services
☐ Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
☐ Reseller or Catalog Supplier: Does not develop or have its own products, but offers COTS 3rd party products

For each criteria statement, please enter the number corresponding to your response in the shaded areas of the "Response" column for the status statement in each grouping that is most relevant to your organization today.

Responses	
	1. Develop, implement, and maintain an ICT accessibility policy.
	0 My organization has no plan to have an ICT accessibility policy. (If selected, skip to next section or provide comments at the end of this section.)
	1a. Having an ICT accessibility policy.
	1 My organization is developing an ICT accessibility policy.
	2 My organization is finalizing an ICT accessibility policy.
	3 My organization has approved an ICT accessibility policy.
	1b. Having appropriate plans in place to implement and maintain the policy.
	1 My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
	2 My organization has completed planning for initial implementation and maintenance of our accessibility policy.
	3 My organization has approved plans for accessibility policy implementation and maintenance.
	1c. Establishing metrics and tracking progress towards achieving compliance to the policy.
	1 My organization is identifying metrics that can be used to gauge policy compliance.
	2 My organization is collecting metrics and has begun designing progress reporting based on them.
	3 My organization is tracking progress on policy adoption and continues to refine the metrics.
	Section 1 Comments (Provide any comments or additional information on this section here.)
	2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.
	0 My organization has no plan to develop a governance system to support ICT accessibility. (If selected, skip to next section or provide comments at the end of this section.)
	2a. Developing an organization wide governance system.
	1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
	2 My organization is finalizing plans that will result in an organization wide governance system.
	3 My organization has approved plans for an organization wide governance system.
	2b. Designating one or more individuals responsible for implementation.
	2 My organization has identified key individuals in the implementation process.
	3 My organization has assigned implementation duties and responsibilities to appropriate individuals.
	2c. Implementing reporting/decision mechanism and maintain records.
	1 My organization is developing tools and procedures for tracking ICT accessibility issues.
	2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.
	3 My organization uses reports to make organizational changes to improve ICT accessibility.
	Section 2 Comments (Provide any comments or additional information on this section here.)
	3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.
	Manufacturers: Address processes that pertain to your development of ICT products. Service providers: Address processes that pertain to your development of ICT services. Integrators: Address processes that pertain to your ICT integration services and solutions. Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings.
	0 My organization has no plan to integrate accessibility criteria into key business processes. (If selected, skip to next section or provide comments at the end of this section.)
	3a. Identifying candidate processes for criteria integration.
	1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
	2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
	3 My organization has approved plans to integrate accessibility criteria into these processes.
	3b. Implementing process changes.
	1 My organization has begun modifying its key business processes to integrate accessibility criteria.
	2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
	3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
	3c. Integrate fully into all key processes.
	2 My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.
	3 My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.
	Section 3 Comments (Provide any comments or additional information on this section here.)
	4. Provide processes for addressing inaccessible ICT.
	Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d. Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d. Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d. Catalogue Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings in 4e.
	0 We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. (If selected, skip to next section or provide comments at the end of this section.)
	4a. Creating plans that include dates for compliance of inaccessible ICT.
	1 We are developing plans to identify and test ICT developed and sold by our organization.
	2 We have begun identifying and testing for accessibility in ICT products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible ICT into compliance.
	3 We perform accessibility testing on all products / services developed and sold by our organization, and have plans in place that include dates for bringing inaccessible ICT into compliance.
	4b. Providing alternate means of access until the ICT is accessible.
	0 We do not have plans for providing alternate means of access for our organization's ICT offerings.
	1 We are developing plans for providing alternate means of access for our organization's ICT offerings.
	2 We are implementing methods providing alternate means of access for our organization's ICT offerings.
	3 We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.
	4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects
	1 We are developing a corrective actions process for handling accessibility technical issues and defects.
	2 We are implementing a corrective actions process for handling accessibility technical issues and defects.
	3 We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.
	4d. Maintaining records of identified inaccessible ICT, corrective action, and tracking.
	1 We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
	2 We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
	3 We have a record keeping system for tracking the accessibility status of current and future products / services.
	4 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
	5 We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.
	6 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.
	4e. Maintaining records of identified inaccessible ICT, corrective action, and tracking. (Catalogue Vendor/Reseller only)
	1 We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
	2 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
	3 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization, and use this system to improve the accessibility of our offerings.
	Section 4 Comments (Provide any comments or additional information on this section here.)
	5. Ensure the availability of relevant ICT accessibility skills within (or to) the organization.
	0 We do not have plans in place to define, identify existing, or acquire ICT accessibility skills. (If selected, skip to next section or provide comments at the end of this section.)
	5a. Defining skills/job descriptions.
	1 We have defined general skills and knowledge needs for ICT accessibility.
	2 We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)
	3 We have mapped key accessibility skills and knowledge needs to specific fields of practice.
	5b. Identifying existing resources that match up and address gaps.
	2 We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
	3 We have organized the gaps in order of priority.
	5c. Managing progress in acquiring skills and allocating qualified resources.
	1 We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.
	2 We have developed a training plan for in-house resource and identified external resources for training and/or augmentation.
	3 All resources have the appropriate skills and continuous monitoring and improvement systems are in place.
	Section 5 Comments (Provide any comments or additional information on this section here.)
	6. Make information regarding ICT accessibility policy, plans, and progress available to customers.
	0 We do not have a plan to make our accessibility policy or other accessibility information publicly available. (If selected, skip to next section or provide comments at the end of this section.)
	6a. ICT Accessibility policy and VPAT documentation availability
	1 Our ICT accessibility policy is publicly available.
	2 Our accessibility policy and documentation (VPATs, etc.) for some products is publicly available or available upon request.
	3 Our accessibility policy and documentation (VPATs, etc.) for all products is complete and publicly available or available upon request.
	6b. Availability of other accessibility documentation beyond policy and VPATs
	2 We are beginning to make other accessibility technical information available such as how accessibility testing is performed.
	3 We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.
	6c. ICT Accessibility policy and documentation availability
	2 We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.
	3 We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.
	Section 6 Comments (Provide any comments or additional information on this section here.)



Attachment 8: DIR Data Center Services (DCS) and DCS Templates

Data Center Services (DCS) Infrastructure Requirements

The Texas Legislature, by action of House Bill 1516, 79th Legislature (Regular Session), established the foundation of a shared technology infrastructure and directed Department of Information Resources (DIR) to coordinate a statewide program to consolidate infrastructure services. Section 2054.391 requires State agencies included in the Data Center Services (DCS) program to use such services, unless otherwise approved by DIR through a Data Center Services Exemption. DIR currently has executed multi-vendor contracts to provide data center managed services for DIR Customers.

All hosted solutions offered in response to this RFO (including custom developed application, COTS, and Portal or Website managed content) must host the application or solution in the DCS program, using either public or private cloud compute and DCS managed services provided.

Respondents should comprehensively list their infrastructure or compute requirements, to be hosted in either a DCS public or private cloud, for financial review by the Texas Workforce Commission, hereinafter referred to as the Agency. The Agency will facilitate the process to request an estimate of the cost to host the solution within the DCS program.

If the Respondent intends to propose Software as a Service (SaaS), then the Respondent must demonstrate that the solution must clearly meets the National Institute of Standards and Technology (NIST) standard definition of SaaS (NIST Definition of Cloud Computing SP 800-145). The Agency will be required to request and receive from DIR a DCS program exemption before a contract can be awarded to a Respondent.

More details about the DCS Vendor Contracts, MSAs and SOWs may be found on DIR's website at: www.dir.texas.gov.

Respondents should provide one technical solution: either SaaS or DCS hosted and managed. If your proposal is for a hosted solution, it will need to be hosted in the State's DCS program, which offers both public and private cloud hosting options. This program provides all server management functions including system administration, operating system management and patching, base security services, dedicated local area network connectivity, storage services, backup services and disaster recovery services. Respondents should indicate whether it is proposing fully managed or semi managed DCS infrastructure hosting and compute solutions required.

Respondents are not required to estimate the cost to host within the DCS program; however, Respondents are required to provide complete technical specifications in order for the Agency to estimate.

Collectively, the DCS contracts provide participating Customers mainframe and server operations, both public and private cloud services, disaster recovery, and bulk print and mail services.

DCS Public and Private Cloud Compute and Software Acquisition

As a participating entity in the DCS program, TWC is required to acquire all in-scope infrastructure compute, services, and software through the DCS program. Respondents must include complete compute and software infrastructure requirements in their response in order for the Agency to estimate DCS costs.

The Successful Respondent is required to participate in the procurement process, including submitting the request for service into the DCS ServiceNow Tool, participating in the requirements gathering sessions, and validating the acquisition proposals received. Proper long-range planning is required in order to ensure compute is provisioned to meet project schedules.

DCS Process Management

The Successful Respondent will be required to participate in the defined DCS processes for incident management, problem management, change management, release management, configuration management, and request management. In the management plans described in this SOW Attachment 6 - Deliverables, the Respondent must describe its interactions with the DCS program.

DCS Public Cloud

Industry leading public cloud services available from DIR Shared Technology Services are hardened public cloud virtual data center solutions with a focus on aligning the DCS Operating Model with Industry Best Practices, technical and security assurances, and onboarding of public cloud services through AWS, Azure, and Google.

Leveraging Cloud Native tooling, the DCS Cloud Service model is poised to align to the value of Cloud Service Providers by evolving capabilities with investment in Service Evolution of the Public Cloud. Our expanded Public Cloud model delivers IaaS, PaaS, and SaaS services with products and tooling built for and within the Public Cloud to leverage the full benefits of Public Cloud services with the security assurances of DCS.

Sandbox Public Cloud Support

This operational model is intended for environments with use cases such as proof-of-concepts, sandbox, and lower lifecycle development and testing activities which can operate with network restrictions preventing communication with the STS Consolidated Data Centers and unsolicited inbound internet communication. Network connectivity to this environment is thru a secure customer VPN connection provisioned by the DCS managed service provider.

Native public cloud console access to Public Cloud IaaS services (with minimal restrictions) is available enabling customer flexibility operating in the Public Cloud.

Customers are fully responsible for services provisioned within the Sandbox support environments, with minimal SCP support provided.

Semi-Managed Public Cloud Support

The Semi-Managed Cloud operational model is intended for environments where the Customer is responsible for operating system management and monitoring, application level support and associated incident and change management. This environment requires connectivity through a DCS managed Direct Connect/Virtual Cross Connect (VXC) solution, delivering integration of private cloud resources with public cloud resources including STS assurances.

DCS solutions enabled for Customers include the following operational functions for the semi managed environments.

- Native Public Cloud console available with full read access to the cloud environment.
- Specific console roles can be discussed with PCM.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Advanced analytics and data correlation greatly extend the success of forensic research and investigation.
- Capture Azure events via OMS logs; AWS events via Cloud Trails and Cloud Watch; GCP events via Cloud Operations Suite.
- Cloud Access Security Broker solution spanning AWS, Azure and GCP providing sophisticated analytics to identify violation of policy and combat cyberthreats.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Utilizing the Security Instrumentation platform (SIP) to measure against cybersecurity KPI and targets. Tests effectiveness of network, endpoint, and cloud controls.
- Advanced, customizable reporting with comprehensive API access and integration across multiple platforms.
- Endpoint protection online or offline with integration into tools such as Windows System Center for compliance and regulatory requirements and mandates.

The DCS Service Component Provider (SCP) is responsible for:

- Provisioning and deprovisioning,
- Enabling Customer console and IaaS access,
- Acquiring, installing, and patching the operating system,
- Installing and maintaining antivirus,
- Performing SIEM logging, critical watch reporting and security incident response, and
- Asset discovery and Configuration Management Database (CMDB) integration.

Fully Managed Public Cloud Support

The Fully managed Cloud operational model is intended for environments where the DCS Service Component Provider (SCP) is responsible for all aspects of the service lifecycle including provisioning, deprovisioning, ongoing operating system (OS) support, monitoring, environment maintenance, Customer incident request, change requests, and service requests. Connectivity over a new or previously existing Virtual Cross Connect (VXC) between on-premises CDC resources and cloud resources enables the extension of STS assurances to the hybrid environment.

DCS solutions enabled for Customers include the following operational functions for the fully managed environments.

- Native Public Cloud console available with full read access to the cloud environment.
- Read access to view inventory and state information of cloud resources.
- Usage and cost reporting and budget management.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Advanced analytics and data correlation greatly extend the success of forensic research and investigation.
- Capture Azure events via OMS logs; AWS events via Cloud Trails and Cloud Watch; GCP events via Cloud Operations Suite.
- Cloud Access Security Broker solution spanning AWS, Azure and GCP providing sophisticated analytics to identify violation of policy and combat cyberthreats.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Utilizing the Security Instrumentation platform (SIP) to measure against cybersecurity KPI and targets. Tests effectiveness of network, endpoint, and cloud controls.
- Advanced, customizable reporting with comprehensive API access and integration across multiple platforms.
- Endpoint protection online or offline with integration into tools such as Windows System Center for compliance and regulatory requirements and mandates.
- Real-time intervention, blocking, and prevention for any in-process runtime attacks, includes,
- Integration with 3rd party tools across the entire cloud native lifecycle.
- Web Application Firewall protecting applications in the cloud with consistent policies and management capabilities as on-premise solutions (optional).

The DCS SCP is responsible for:

- Provisioning and deprovisioning,
- Enabling Customer console and IaaS access,
- Acquiring, installing, and patching the operating system,
- Ongoing operating system (OS) support,

- Installing and maintaining antivirus,
- Monitoring and environment maintenance,
- Performing SIEM logging, critical watch reporting and security incident response,
- Customer incident request, change requests, and service requests, and
- Asset discovery and CMDB integration.

Platform as a Service (PaaS)

DCS managed Direct Connect/Virtual Cross Connect (VXC) will be required for integration between the CDC and the Cloud Service Provider PaaS environments.

DCS solutions enabled for Customers include the following operational functions for PaaS environments.

- Native Public Cloud console available with full read access to the cloud environment.
- PaaS access management provisioned in alignment with DCS program service responsibility matrix distinguishing Customer and service provider responsibilities.
- Read access to view inventory and state information of cloud resources.
- Usage and cost reporting and budget management.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Advanced analytics and data correlation greatly extend the success of forensic research and investigation.
- Capture Azure events via OMS logs; AWS events via Cloud Trails and Cloud Watch; GCP events via Cloud Operations Suite.
- Cloud Access Security Broker solution spanning AWS, Azure and GCP providing sophisticated analytics to identify violation of policy and combat cyberthreats.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Utilizing the Security Instrumentation platform (SIP) to measure against cybersecurity KPI and targets. Tests effectiveness of network, endpoint, and cloud controls.
- Advanced, customizable reporting with comprehensive API access and integration across multiple platforms.
- Endpoint protection online or offline with integration into tools such as Windows System Center for compliance and regulatory requirements and mandates.
- Real-time intervention, blocking, and prevention for any in-process runtime attacks, includes.
- Integration with 3rd party tools across the entire cloud native lifecycle.
- Web Application Firewall protecting applications in the cloud with consistent policies and management capabilities as on-premise solutions (optional).

The DCS SCP is responsible for:

- Maintenance and enablement of VXC and VPC/VNET,
- Integration between public cloud IaaS services and PaaS service as needed,

- All cloud deployments,
- Enabling Customer console and PaaS access, and
- Asset/Service discovery and CMDB integration.

Virtual Cross Connect (VXC)

The DCS Service Component Provider (SCP) uses Megaport to provide a virtual networking solution that allows Customers to securely connect to multiple Cloud Providers without having to establish direct connections between the individual customer and Cloud Provider.

VXCs provide dedicated bandwidth for the Customer to a Cloud Provider location, including traffic segmentation. AWS and Google require one VXC per DIR Customer, whereas Azure requires two. Two VXCs are recommended for improved network resiliency.

The DCS Service Component Provider (SCP) is responsible for provisioning and management of VXCs.

Virtual Private Cloud (VPC)

A VPC is a public cloud networking construct roughly analogous to a VLAN in current Consolidated Data Centers (CDCs). It is designed to enable network and security services to the workloads that run inside the public cloud.

VPCs go by different names based on the Public Cloud provider: Google and AWS calls them VPCs, while Azure calls them VNETs. DCS prefers to use VPCs to mean the network construct used by the Public Cloud Provider.

The DCS Service Component Provider (SCP) is responsible for provisioning and management of VPCs.

DCS Private Cloud

The Data Center Services program maintains two consolidated data centers geographically separated in order to provide disaster recovery. The Texas Private Cloud (TPC) provides technology infrastructure compute and storage based on standard reference models and managed services options.

Fully-managed or Semi-managed support services are available for all compute platforms with multiple service levels.

- Consolidated Fully Managed - Premier Plus

- Consolidated Fully Managed - Premier Plus (UNIX)
- Consolidated Fully Managed - Premier
- Consolidated Fully Managed - Premier (UNIX)
- Consolidated Semi Managed - Standard
- Consolidated Limited Managed – Sandbox

The DCS program supports operating system standards that include:

- Microsoft Windows,
- Red Hat Linux,
- SUSE Linux,
- OES Linux,
- AIX (non-standard - by advanced exception approval only), and
- Oracle Linux (Enterprise Exadata and Fractional Oracle only).

Data is protected by the Dell EMC Data Protection Suite, which writes to replicated tapeless systems in the alternate data center for Disaster Recovery purposes.

All DCS compute platforms use DCS enterprise SAN storage except for the Fractional Intel VxRail hyper-converged infrastructure (HCI) that uses an internal VSAN technology.

The DCS program offers CDC virtual compute solutions for Intel (Windows / Linux), and IBM Power System Platforms (by exception approval only) based on customer business needs. See below for more information.

Fractional Intel Virtualization (Consolidated Data Center)

The Fractional Intel Virtualization solution is an Infrastructure as a Service (IaaS) providing an Intel virtualized environment based on VCE/VBlock converged infrastructure, Dell EMC VxRail hyperconverged infrastructure (HCI) or the Cisco UCS compute systems supporting Windows and Linux operating systems.

Reliability is supported with the use of VMware virtualization and high availability clustering. Flexible configurations are available in 1vCPU and/or 2GB memory increments. Maximum limits are 500GB memory and 72vCPU for HCI or 64vCPU for VBlock.

Optionally, Customer-dedicated Cisco Intel UCS blades are supported with Customer-specified compute, memory, and hypervisor or bare metal configurations that leverage the shared VBlock or UCS infrastructure.

Enterprise SAN Storage

The DCS program provides enterprise SAN storage services using a four-tiered approach. The tiered storage methodology supports the use of various types of data storage architecture, pricing, and recovery. The solution is based on Dell EMC Vmax Enterprise Storage, is protected

by redundant architecture, and can be replicated to an alternate Consolidated Data Center (CDC).

Non-HCI Server SAN Storage Tiers

- Tier 0 - All SSD storage: Highest IOPS and fastest response times
- Tier 1 – Ultra high-performance storage: Generally, for very high database transactions
- Tier 2 – High performance storage: OS and production databases requiring high performance
- Tier 3 – Medium performance storage: Standard storage requirements

HCI VMware vSAN Storage Tiers

The VxRail HCI uses VMware vSAN which provides all flash storage to the hyper-converged environment. VMware vSAN is a hyper-converged, software-defined storage (SDS) product developed by VMware that pools together direct-attached storage devices across a VMware vSphere cluster to create a distributed, shared data store.

HCI Server vSAN Storage Tiers

- Tier 1 – Ultra high-performance storage: Generally, for very high database transactions
- Tier 2 – High performance storage: OS and production databases requiring high performance
- Tier 3 – Medium performance storage: Standard storage requirements

Private Cloud Managed Support Services (available for all compute platforms)

Fully Managed Private Cloud

The Service Component Provider (SCP) is responsible for all aspects of the IaaS lifecycle, including provisioning the:

- Ongoing operating system (OS) support,
- Ongoing database and middleware support (where optional services are selected),
- Hardware maintenance,
- Incident, change and Customer service requests,
- Service Catalog Requests,
- Asset discovery and CMDB integration,
- All base security functions (e.g. antivirus, patching, SIEM), and
- Optional advanced security available.

Semi-Managed Private Cloud

The Customer is responsible for OS support and all application level support as summarized below.

SCP Responsibilities

- Provisioning

- Acquiring, installing, and patching the OS
- Installing and maintaining antivirus protection
- Performing SIEM logging, critical watch reporting and security incident response
- Performing hardware container maintenance and reboots
- Responding to incidents and Service Catalog requests related to hardware
- Asset discovery and CMDB integration

Customer Responsibilities

- OS management
- Monitoring
- Creating and managing incidents, change requests, and Service Catalog requests

Database Standards

Database management support for multiple database platforms are classified as two groups. Each platform allows for support and management of a database environment with Customer privileged access and with varied availability requirements for each unique Customer.

Standard Databases

- Oracle
- MS SQL
- MySQL
- DB2

Non-Standard Databases

- Sybase
- Informix
- Adabas

Oracle Database Offerings

Enterprise Exadata

Enterprise Exadata is an option for Oracle Real Application Cluster (RAC) databases requiring high performance and high availability. Enterprise Exadata is a shared Oracle engineered system that provides an isolated multi-tenant environment. Enterprise Exadata provides virtual machine clusters consisting of two Oracle virtual machines with a minimum configuration of 4 cores and 64 GB RAM each and up to 9600 GB of storage and can be scaled up with additional cores, memory and storage.

Exadata Configuration Options	Cores	RAM	Storage (GB)
Enterprise Exadata VM Cluster Small	4 + 4	64 + 64	9600

Enterprise Exadata VM Cluster Medium	6 + 6	96 + 96	14400
Enterprise Exadata VM Cluster Large	8 + 8	128 + 128	19200
Enterprise Exadata VM Additional cores (2+2)	2 + 2	32 + 32	4800
Enterprise Exadata VM Additional RAM (8 GB + 8GB)	-	8 + 8	-
Enterprise Exadata VM Additional ASM Storage 512 GB	-	-	512

Enterprise Exadata Minimum Oracle Database Software and Option requirements:

- Oracle Enterprise Edition
- Oracle Real Application Clusters (RAC)
- Oracle Diagnostics Pack
- Oracle Tuning Pack
- Oracle Database Vault
- Oracle Advanced Security
- Database Lifecycle Management Pack
- Oracle Cloud Management Pack
- Oracle Partitioning

Fractional Oracle

Fractional Oracle is a potential refresh target for small databases and Oracle applications. Fractional Oracle alleviates the software licensing issues with running Oracle Database software on VMware because it allows for sub-capacity licensing on Intel. It also provides better scalability and resiliency than bare metal servers. Fractional Oracle runs on the same converged infrastructure hardware (VBlock Cisco blades) as Fractional Intel and takes advantage of existing support resource units. However, Oracle Linux KVM is used as the virtualization software instead of VMware. Fractional Oracle supports Oracle Linux, RHEL, and Windows virtual machine operating systems.

Minimum Fractional Oracle vCPUs is 2 and can be scaled in increments of 2 to a maximum of 60 vCPU. Virtual memory can be allocated in 2 GB increments up 500 GB.

Minimum Oracle Database software requirements for Fractional Oracle.

Oracle Standard or Enterprise Edition version 19c.

Oracle RAC is not required in the Fractional Oracle environment, but it is an available option for databases requiring high availability.

Database Services Support Options

The DCS Database support options provide DCS Customers with greater flexibility to support application development, release initiatives, and aggressive application business availability requirements. The DCS program uses a two-level approach to support.

Fully Managed: Maintains the level of support that has historically been provided for databases.

Semi-Managed: The Customer has the majority of privileges and responsibilities but retains service provider support for availability, monitoring, maintenance, backups, patching and upgrades.

Private Cloud Hardware and Software Currency

The DCS hardware infrastructure is refreshed on a 60-month refresh cycle. Operating software, database software, and application utility tools are required to be within n or $n-1$ of the currently supported versions of the software manufacturer. The Respondent is required to ensure the application software developed for the Project will support the DCS standard hardware and software platforms as described in the DCS Standard Configurations.

Level I Help Desk

If needed for the solution, the Successful Respondent is required to maintain a Level I help desk to triage all calls prior to submitting an incident to the DCS Support Center. Once the Successful Respondent has determined or suspects the cause of an incident is related to a DCS infrastructure component, the Successful Respondent will log into the DCS Support Center's system to report the incident in accordance with the DCS Services Management Manual.

See Attachment 10 - Service Level Agreements for detailed requirements.

Functions Retained by the Agency – Not Provided by Data Center Services

For clarity, the following services are not provided by DCS Service Providers. In developing your response, the Respondent should clearly understand that the requestor (agency) performs these functions as needed.

- End-user computing, including desktop, mobile, and LAN-attached multi-function devices.
- Network support, including WAN/LAN support outside of the State data centers, voice/phone support.
- Help desk (Level I – all services).
- Expert troubleshooting and support for all non-DCS services.
- Technology planning, strategies, and visioning.
- Project management.
- Disaster recovery planning and testing for all retained services.

- Business continuity planning for agency processes.
- Packaged imaging systems (scanners, servers, optical disks, etc.).
- Coordination of data center print services, including coordinating form changes with business units, volume trending.
- Data security, security design and policy development, systems access requests (directory/file, ID creation and removal, determination of access rights).
- Logical database administration.
- Application development, support, maintenance, and monitoring.
- Electronic payment processing services.
- Data import and export to the environment (FTP services).
- Reporting services.

Shared Technology Services/Customer Program Responsibilities Overview

Services	STS	Customer
Systems/Environment Monitoring		
• IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, Database)	R	
• Application		R
Security Monitoring and Management		
• IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, Database) - Solutions, Monitoring, Management, Patching, SIEM, CSOC (ITD/ITP, Malware, DDOS, logging). STS SIEM is for STS managed environments (IaaS/PaaS) events	R	
• Application		R
Network Provisioning and support -Direct Connect and Public Cloud Virtual networking (e.g., VPC, VNET, firewalls)	R	
IaaS/PaaS Compute, Storage and Services Provisioning	R	
Support Services		
• Incident, Request, Change, Problem, Availability, Management	R	
• IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, DB)	R	
• Application		R
• Installation and Upgrade Support (Software Services)	R	
Service Request Management (e.g. startup shutdown services for IaaS, PaaS environment support)	R	
Event Management		
• IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, DB)	R	
• Application		R
Asset & Configuration Management		

Services	STS	Customer
<ul style="list-style-type: none"> IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, DB) 	R	
<ul style="list-style-type: none"> Application - Software discovered is populated in STS CMDB. Agency responsibility for Business and relationship correlation of application data in MSI provided APM (Application Portfolio Management System) 		R
Backup and Recovery	R	
Disaster Recovery	R	
Production Scheduling - Application level scheduling is responsibility of customer	R	R
Availability Management (IaaS, PaaS)	R	
Identity and Access Management		
<ul style="list-style-type: none"> IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, DB) - Privileged Access Management for STS Provider managed Id's 	R	
<ul style="list-style-type: none"> Application - Includes DB where Customer not choosing Optional STS DB support services 		R
<ul style="list-style-type: none"> Account Lifecycle Management-For respective areas of support responsibility 	R	R
<ul style="list-style-type: none"> Active Directory - Customer Owned AD with access granted to STS as required for delivery of managed services. Customer and SCP co-exist with responsibility for respective identities. 	R	R

1 Document Control

1.1 Revision History

Version	Date	Author	Title and Company	Description
5.0	10/5/2020	Sally Ward	DIR	Updated for Transition
6.0	5/4/2021	Cyndi Barcio	Process Analyst, Capgemini	Converted to Policy Document from Ancillary
7.0	8/15/2021	Cyndi Barcio	Process Analyst, Capgemini	Updated to template for FY2021 Currency
8.0	2/12/2022	Brad Helbig	DIR	No changes needed

1.2 SP Process Owner Approval

Version	Name	Title and Company	Date	Signature
N/A				

1.3 QA Review and Approval

Version	Name	Title and Company	Date	Signature
5.0	Cyndi Barcio	Process Analyst, Capgemini	10/5/2020	Approved
6.0	Cyndi Barcio	Process Analyst, Capgemini	5/4/2021	Approved
7.0	Cyndi Barcio	Process Analyst, Capgemini	8/15/2021	Approved
8.0	Cyndi Barcio	Process Analyst, Capgemini	2/12/2022	Approved

3.0 DCS Template – Private Cloud High Level Architecture (HLA) / Rough Order of Magnitude (ROM)

What type of Service are you looking for?

Is this request for an HLA/ROM or RFS?

HLA/ROM

Solution Title

Short Description

Applicable Service

Private and Public Cloud

Private Cloud

Detailed Description

Business Justification

Target Implementation Date

Are you the Primary Contact for this request?

Primary Contact Name & Title

Primary Contact Telephone Number

Primary Contact Email

3.1 DCS Template – Public Cloud High Level Architecture (HLA) / Rough Order of Magnitude (ROM)

What type of Service are you looking for?

Is this request for an HLA/ROM or RFS?

HLA/ROM

Solution Title

Short Description

Applicable Service

Private and Public Cloud

Private Cloud

Detailed Description

Business Justification

Target Implementation Date

Are you the Primary Contact for this request?

No

Primary Contact Name & Title

Primary Contact Telephone Number

Primary Contact Email

3.2 DCS Template – Software as a Service (SaaS) / Platform as a Service (PaaS)

Provide brief 40-character summary

Are you providing a quote with this request? Y/N

Is this product available through a DIR Cooperative Contract? Y/N

Please provide the DIR Cooperative Contract Number

What SaaS or PaaS are you looking for?

Select the cloud provider

Amazon AWS

Microsoft Azure

Google Cloud

Other

Provide Details

Please provide product details.

Please provide product details such as functionality (ie database, data analysis, DevOps) and the infrastructure that is included in the SaaS/PaaS product offering (ie compute, storage, etc).

What is the business justification for this request?

Procurement Terms

It is incumbent on the governmental entity seeking permission from DIR to acquire technology products or services through the state's Shared Technology Services program to ensure that it follows applicable state procurement statutes and rules, including but not limited to Texas Government Code Sec. 2157.068 relating to the acquisition of Automated Information Systems (AIS) commodity items.

☐ I agree this procurement follows applicable state procurement statutes and rules.

All documentation related to the required procurement activities for this request must be retained and you agree to provide this to the STS program if requested.

☐ I agree all documentation will be retained and presented to STS if requested.

Terms & Conditions

Disclaimer: It is important to note that billed rates WILL VARY based on actual Enterprise RU consumption at the time the service is received. Please note the multi-year estimate may fall outside the current Vendor contract terms, which could impact future fiscal year pricing.

Termination of Services: If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant DIR Shared Services Contract, SMM, or other DIR Customer approved terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

Above standard STS terms must be agreed to before this request may be submitted.

☐ I Agree

Attachment 9 – Service Level Agreements (SLAs)

The Successful Respondent shall meet or exceed the following SLAs. If TWC determines that any of the SLA standards are not met for any given calendar month, TWC will provide written notice to the Successful Respondent. This Attachment contains Service Levels the Successful Respondent must meet or exceed for their solution.

Unless a section requires a specific Respondent response, it is sufficient to state “Understand and will comply” following the section.

The Respondent must describe in Section 7, Key Metrics, the proposed business and technical SLAs for their system and detail how they are measured and reported to TWC.

The Successful Respondent must follow rigorous standards leading to swift and thorough resolution of all TWC concerns throughout the life of the Contract.

Successful Respondent must demonstrate that the solution is fully operational on the Go-Live date and will continue for ninety (90) calendar days with no Severity 1 defects.

1.0. SERVICE CATALOGUE

The Successful Respondent will provide the following services to TWC:

Service	Description	Examples
User Support	Receive, document, and prioritize issue tickets and help TWC staff in resolving LMS issues/errors.	<ul style="list-style-type: none"> • Provide help desk support • Answer queries about applications. • Receive and document bug reports. • Collect and document requests for changes. • Share status of requests.
Problem Correction	Bring any training content, user records, or LMS function back to its original functionality before the problem arose. This may include a permanent fix or a temporary work around until a permanent fix is found as well as data corrections related to errors created as a result of the problem.	<ul style="list-style-type: none"> • Fix bugs. • Retrieve functionality after abnormal program terminations. • Complete root cause analysis.

Service	Description	Examples
System Statistics	Monitoring staff usage to identify common issues that could be used to develop improved training.	<ul style="list-style-type: none"> • Frequency of errors of various types. • Frequency of help calls by screen. • Feedback on whether an issue was Texas specific or affected other customers of the solution.

2.0. SERVICE LEVEL CREDIT

TWC has chosen to address the majority of the after Go-Live risks related to the Successful Respondent's performance through the following Service Level Agreements and the assignment of Service Level Credits (SLCs). The SLCs described below represent the projected financial loss and expenditures that may occur because of Successful Respondent's non-performance.

- If at any time there are amounts payable to the Successful Respondent under the Contract, TWC shall have the right to deduct and/or withhold the amount of any SLC(s) assessed by TWC against the Successful Respondent from the amounts payable to the Successful Respondent.
- If TWC determines that any of the SLAs are not met for any given month, TWC will provide written notice to the Successful Respondent of its intent to enact the SLCs listed the following month as a credit against the invoice.
- The Successful Respondent must maintain a full inventory of every incident reported by TWC by telephone or portal.
- The Successful Respondent must provide a monthly report showing the Service Level Metrics by Incident Level for the Calendar Month and a rolling Report since Award of Contract (AoC), including the ten (10) business day hold period (see SOW Table 1 – Schedule of Events) through the last day of the calendar month.

Each SLA is measurable and associated with a financial Service Level Credit (SLC) if not met.

- **Service Level Credit** - A deduction from the Successful Respondent's monthly invoice expressed as a percentage of the agreed upon service delivery fee for the month in which an SLA was not met.

3.0. REPORTING

The following processes will be used to manage the application maintenance outsourcing agreement:

3.1. Monthly Status Report

The Successful Respondent must maintain a full inventory of every incident reported by TWC by telephone or portal.

The Successful Respondent must provide a monthly report showing the Service Level Metrics by Incident Level for the Calendar Month and a rolling Report since AoC, including the ten (10) business day hold period (see SOW Table 1 – Schedule of Events) through the last day of the calendar month. The overall summary must include the following:

- Project health
- On-going activities
- Completed tasks
- Upcoming milestones and releases
- Bug fixes
- Risk identification and mitigation plan
- Action items across different application areas
- Recurring user training issues and whether the issue is on Texas-specific customization or affected other customers using the same solution.

3.2. Monthly Review Meeting

The Successful Respondent must maintain a dashboard containing all functionality needed to graphically present SLA information for decision making. Metrics will be tracked by Successful Respondent, summarized in a dashboard format, and discussed in a monthly meeting. This activity includes the following:

- Tracking unresolved issues from maintenance projects which impact the SLA
- Updating maintenance project progress and resolving critical issues
- Capturing agreements and disagreements and items needing escalation

3.3. Quarterly Review Meeting

A quarterly review meeting will include the following:

- The SLA will be reviewed with the IT managers involved and an amendment addendum will be created if required
- Review process will be through teleconference or face-to-face meeting session which will be booked in advance

- Review document prepared by Successful Respondent will include overall project status, issues list, metrics reporting, supporting reasons for metrics deviation, and items that need adjustment within SLA (e.g. scope, metrics, etc.)
- SLA changes will be tracked by version number and date

3.4. Reporting Service Levels

Type	Measurement	Credit
Weekly Status Report	Delivered at not less than seven (7) calendar day intervals	<five percent (5%) of monthly invoice>
Monthly Status Report	Delivered at monthly intervals and not less than two (2) business days before scheduled review meeting	<five percent (5%) of monthly invoice>
Quarterly Status Report	Delivered at quarterly intervals and not less than five (5) business days before scheduled review meeting	<five percent (5%) of monthly invoice>

4.0. USER SUPPORT AND PROBLEM CORRECTION AFTER IMPLEMENTATION

The following procedures will be used to respond to problems that are received by the help desk. A problem is defined as an unplanned system event which adversely affects application processing or application deliverables.

Measurement period for User Support and Problem Correction SLAs is a calendar month. For example, if an SLA is not met during the month of April, one SLC deduction (as outlined in the SLA associated with that service) will be applied to the invoice for the month of April, and if it is not met for the month of May, an additional SLC deduction will be applied to the invoice for the month of May.

4.1. Prioritization Approach

Service requests for problems received by the help desk will be given a Severity Code from 1 – 4 based on how important responding to the problem is to the primary business of TWC, as well as the availability of workarounds. The Severity Code will be the basis for scheduling work on the backlog and assigning resources to the request.

Incident Severity Levels			
Severity 1 (Code Red)	Severity 2 (Critical)	Severity 3 (High)	Severity 4 (Medium)
Workaround [this carries the heaviest weighting of the characteristics for Severity 1 and 2]			
There is no acceptable workaround to the incident (i.e., users cannot perform the services in any other way).	There may or may not be an acceptable workaround to the problem.	There likely is an acceptable workaround to the incident.	There is an acceptable workaround to the incident (i.e., users can perform the services in some other way).
Work Outage			
The incident prevents users from accessing the application or using any of the services.	The incident prevents users from accessing the application or using some significant portion of services.	The incident prevents users from accessing some small portion of the application, but they still are able to complete most other tasks.	The incident prevents users from accessing a minor portion of the application services, but they still are able to complete their tasks.
Number of Clients Affected			
The incident affects the majority (over 50%) of users.	The incident affects a large number (over 25%) of users.	The incident affects a small number (greater than ten percent (10%) and less than	The incident affects Less than 10% of users

Incident Severity Levels			
Severity 1 (Code Red)	Severity 2 (Critical)	Severity 3 (High)	Severity 4 (Medium)
		twenty-five percent (25%) of users.	
Business and Financial Exposure			
The incident creates a critical business and financial exposure.	The incident creates a serious business and financial exposure.	The incident creates a moderate business and financial exposure.	The incident creates a minimal business and financial exposure.

4.2. Response and Resolution Times

Severity codes are used to determine appropriate response and resolution times. Response and resolution times are measured from when the incident is opened by the help desk. If the problem is not resolved within the defined timeframe, continuous effort will be applied until the problem is resolved. *Verification must be completed by the Successful Respondent within 30 minutes of the reporting of the incident.*

Severity Code	Initial Response	Estimation Response	Subsequent Responses	Resolution
1	15 minutes	2 hours	Every 30 min	4 hours
2	30 minutes	2 hours	Every 2 hours	8 hours
3	1 hour	8 hours	Every 4 hours	4 calendar days
4	1 hour	Next business day	Weekly	20 calendar days

- **Initial Response** is when a ticket is opened and acknowledged by help desk staff.

- **Estimation Response** is when the User that logged the ticket is informed of an estimated resolution time. This response includes the time for root cause analysis.
- **Subsequent Responses** is the frequency with which the User that logged the ticket is updated on the resolution status.
- **Resolution** is the point at which the problem is resolved, and the application function is returned to a usable and available state.

4.3. Application Function Type

The table below provides a brief definition of critical, important, and supportive application functions.

Application Function Type	Description
Critical	These application functions are critical to ensuring business outcomes or TWC reputation. Extended failure will impact ability to serve customers or damage TWC reputation.
Important	These application functions are important to business productivity but are not critical to ability to serve customers or TWC reputation. Usually there is a workaround available to Users.
Supportive	These applications support productivity but are not essential to business effectiveness.

4.4. Response and Resolution Service Levels

Type	Measurement
Severity 1 Resolution	All Severity 1 problems are resolved in less than four (4) hours.
Severity 1 Resolution	One or more Severity 1 problems are resolved in over four (4) hours.
Severity 2 Resolution	Less than ninety-five percent (95%) of Severity 2 problems are resolved in eight (8) hours.
Severity 3 Resolution	Less than ninety-five percent (95%) of Severity 3 problems are resolved in four (4) calendar days.
Severity 4 Resolution	Less than ninety-five percent (95%) of Severity 4 problems are resolved in twenty (20) calendar days.
Response/Estimate	Less than ninety-five percent (95%) of Initial Response, Estimation Response, and Subsequent Response times are met.

Type	Measurement
End user satisfaction	More than ninety-five percent (95%) of completed scores on problem resolution satisfaction survey have a rating of satisfied or very satisfied.
Maximum Problem Aging	No problem is older than sixty (60) calendar days.

- **End user satisfaction** is the rating provided by Users after the problem they logged is resolved.
- **Problem backlog** is the maximum number of unresolved problems.
- **Problem aging** tracks unresolved problems that are older than sixty (60) calendar days.

The following table summarizes the service level credits for incident resolution:

Service Level Agreement (SLA)	Assessment of Noncompliance	Frequency of Assessment	Vendor Assessment Service Level Credit (SLC)
The service provider must resolve Severity 1 Incidents within 4 hours.	Failure to resolve a Severity 1 incident within 4 hours	Monthly after deployment of System	\$5,000 per occurrence
The service provider must resolve Severity 2 Incidents within 8 hours.	Failure to resolve a Severity 2 incident within 8 hours	Monthly after deployment of System	\$2,500 per occurrence
The service provider must resolve Severity 3 Incidents within 4 calendar days.	Failure to resolve a Severity 3 incident within 4 calendar days	Monthly after deployment of System	\$1,000 per occurrence

4.5. Application Availability

Availability is defined as the ability of an end user to access and execute any of the included application functions from a functioning workstation and live network connection. For an application to be available, all its supporting systems must be operational.

Application Level	Business Hour Availability	Off-Hour Availability	Scheduled Down-Time
Definition	<i>Monday - Friday 6:00 am-6:00 pm CT Excluding holidays</i>	<i>Monday – Friday 6:01 pm-5:59 am CT Saturday – Sunday 8 am – 8 am CT</i>	
Critical	99.5%	99.5%	Sunday 12:01 am – 8 am CT
Important	99%	98%	Sunday 12:01 am – 8 am CT
Supportive	98%	98%	Sunday 12:01 am – 8 am CT

Any additional outages must be scheduled and approved by the TWC at least two (2) weeks in advance, unless there is an emergency.

The following table summarizes the service level credits for application availability:

Service Level Agreement (SLA)	Assessment of Noncompliance	Frequency of Assessment	Vendor Assessment of Service Level Credit (SLC)
The System shall be available as defined in the table above	Each percentage point less than the availability for the month.	Monthly after deployment of System	\$1,000 for each percentage point below the required availability for the month. For purposes of this SLA, a portion of a percentage below the required level will be considered a full percentage point below the required level.

5.0. APPLICATION MODIFICATIONS PRE-IMPLEMENTATION

Application modifications involve functional changes made to accommodate new or changed TWC User requirements. Examples include increasing an application's performance, enhancing a user interface, or optimizing code.

Application modifications can be requested by the TWC or proposed by Successful Respondent during requirements session. The TWC will prioritize the order in which the modifications are performed.

5.1. Project Management

The Successful Respondent is expected to manage application modifications during the project in a structured, organized, and cost-effective manner.

- **Measurement period** for Project Management SLAs is either the entire project span or the milestone completion span.

5.2. Project Management Service Levels

Type	Measurement	Credit
Project Delivery	Total elapsed days until delivery is less than twenty percent (20%) greater than planned.	\$500 per percent above 0% and less than 20% of total elapsed days until delivery greater than planned
Project Delivery	Total elapsed days until delivery is twenty percent (20%) or greater than planned.	\$1000 per percent 20% or more of total elapsed days until delivery greater than planned
Project Milestones (for Conventional Projects)	Total elapsed days until milestone completion is twenty percent (20%) or greater than planned.	\$500 per percent above 0% and less than 20% of total elapsed days until milestone completion greater than planned
Project Milestones (for Conventional Projects)	Total elapsed days until milestone completion is less than twenty percent (20%) greater than planned.	\$1000 per percent 20% or more of total elapsed days until milestone completion greater than planned

Type	Measurement	Credit
Sprint Outcomes (for Agile Projects)	Total elapsed days from the start to the end of sprint are 10% greater than planned. or Functionality planned for a sprint is not delivered or documented.	\$1000 per percent greater than 10% of total elapsed days from the start to the end of the sprint greater than planned.
Documentation Updates (both technical and functional)	Successful Respondent provides documentation later than one 1 week (5 working days) after UAT is completed.	\$500 per day beyond one week (5 working days) after UAT is completed.
TWC Configured Solution Release Notes, Data Model and Data Dictionary Updates	Release notes must be available on or before UAT for validation and updated and shared with TWC before changes are implemented. First version of the updated Data model and data dictionary must be available before the end of the development phase. Additional changes must be shared with TWC on or before UAT and any further updates must be shared by code freeze.	\$500 per day beyond approved dates in project schedule.

5.3. Software Quality

The Successful Respondent will apply appropriate process and practices to deliver high quality software to the TWC containing as few defects as is practical. Defects can include the following:

- Software bugs (e.g. errors or faults in source code or design that cause an application to produce an unexpected result).

- Software that is made up of working code but does not meet the initial requirements laid out by the TWC and described in the functional specifications.

5.4. Software Quality Service Levels

Type	Measurement	Credit
Success Rate at User Acceptance Test	Less than ninety-five percent (95%) of user acceptance test cases in this month pass on the first execution.	\$1,000 per percent above 0% and less than 5% of user acceptance test cases in this month fail on the first execution.
Failure Rate at User Acceptance Test	Less than eighty percent (80%) of user acceptance test cases in this month pass on the first execution.	\$1,500 per percent above 5% of user acceptance test cases in this month fail on the first execution.
Defect Success Rate	Less than ninety-five percent (95%) of resolved defects in this month pass on the first execution.	\$1,000 per percent above 0% and less than 5% of resolved defects in this month fail on the first execution.
Defect Failure Rate	Less than eighty percent (80%) of resolved defects in this month pass on the first execution.	\$1,500 per percent above 5% of resolved defects in this month fail on the first execution.
Number of Severity 1 problems post-production	There is more than five percent (5%) of the identified defects with a Severity 1 in 30 calendar days after release to production	\$5,000 per percent above 5% of the identified defects with a Severity 1 in 30 calendar days after release to production
Number of Severity 2 problems post-production	There is more than a fifteen percent (15%) of the identified defects with a Severity 2 in 30 calendar days after release to production	\$2,500 per percent above 15% of the identified defects with a Severity 2 in 30 calendar days after release to production

Type	Measurement	Credit
Number of Severity 3 problems post-production	There is more than fifty percent (50%) of the identified defects with a Severity 3 in 30 calendar days after release to production.	\$2,500 per percent above 50% of the identified defects with a Severity 3 in 30 calendar days after release to production
End user satisfaction	Less than eighty percent (80%) of completed scores on application enhancement satisfaction surveys have a rating of satisfied or very satisfied.	\$500 per percent above 20% of completed scores on application enhancement satisfaction surveys have a rating of less than satisfied or very satisfied.
Reports Success	All state, federal and TWC reports are accurately produced and distributed by the set deadline.	N/A
Reports Failure	Less than ninety-five percent (95%) of state, federal and TWC reports are accurately produced and distributed by the set deadline.	\$5,000 per percent above 5% of state, federal and TWC reports not accurately produced and distributed by the set deadline.

When compared to the most recent month in which there were no new application enhancements released into production.

6.0. PROCESS AND APPLICATION IMPROVEMENT

The Successful Respondent will help the TWC to improve its applications and application maintenance processes over time, in line with the TWC's program goals and strategy. As Successful Respondent gains increased application and program knowledge, it is expected that Successful Respondent will help the TWC to plan the better use of applications to meet program goals.

There are no SLAs associated with Process and Application Improvement. SLAs will be negotiated at the time of procurement for these services.

7.0. KEY METRICS FOR CLOUD SECURITY MODELS

The Successful Respondent must describe the key security SLA metrics for their learning management system of the proposed cloud model(s). The authoritative sources that are identified and align with the proposed metrics are NIST SP800-53r4, Cloud Security Alliance Cloud Control Matrix v3.01 (CSA), and ISO 27001-2013 (ISO).

References to the specific section of each authoritative source are provided with each SLA recommendation for additional guidance.

7.1 Platform as a Service:

#	Key Security SLAs	NIST	CSA	ISO
1	Change Control and Configuration Management	CM	CCC	A.12.1.2
2	Secure Application and Program Interfaces	SC	AIS	A.14.1.3
3	Disaster Recovery and Business Continuity Planning	CP	BCR	A.17.1.3
4	Secure Configuration	CM	IVS	A.12.5.1
5	Intrusion Prevention	SI	TVM	A.14.1.2
6	Vulnerability and Penetration Testing	RA	IVS	A.14.2.3
7	Software Lifecycle and Patch Management	SA	TVM	A.12.6.1
8	Data Protection/ Portability/ Retention/ Destruction	MP	DSI	A.8
9	Encryption and Key Management	SC	EKM	A.10.1.2
10	Application and Database Logging	AU	IVS	A.12.4

7.2 Software as a Service:

#	Key Security SLAs	NIST	CSA	ISO
1	Change and Release Management	CM	CCC	A.12.1.2
2	Secure Application and Program Interfaces	SC	AIS	A.14.1.2
3	Disaster Recovery and Business Continuity Planning	CP	BCR	A.17.1.3
4	Secure Configuration	CM	IVS	A.12.5.1
5	Intrusion Prevention	SI	TVM	A.14.1.2
6	Vulnerability and Penetration Testing	RA	IVS	A.14.2.3
7	Software Lifecycle and Patch Management	SI	TVM	A.12.6.1
8	Security Coding Practices	AT	HRS	A.14.2
9	Identity Access Management	AC	IAM	A.9.2

The Successful Respondent must maintain a dashboard containing all functionality needed to graphically present SLA information for decision making.

7.3 Virus Contamination:

Service Level Agreement (SLA)	Assessment of Noncompliance	Frequency of Assessment	Vendor Assessment Service Level Credit (SLC)
All software developed and delivered by the Vendor for installation on the State of Texas' systems must be free of viruses as flagged by virus detection software.	Each virus that is included in software developed and delivered by the Vendor for installation on the State of Texas' servers.	Monthly after any software has been accessed by TWC staff	\$2,000 per virus incident per day once a resolution is discovered.

8.0. DISASTER RECOVERY SERVICE LEVELS

The following table summarizes the service level credits for Disaster Recovery:

Service Level Agreement (SLA)	Assessment of Noncompliance	Frequency of Assessment	Vendor Assessment Service Level Credit (SLC)
The System shall be restored in less than 48 hours from the point in time the disaster is reported	Each complete hour beyond 48 hours from the disaster being reported	Per incident	\$5000 for each complete hour beyond 48 hours from the disaster being reported. e.g. - 48:55 = \$0

Service Level Agreement (SLA)	Assessment of Noncompliance	Frequency of Assessment	Vendor Assessment Service Level Credit (SLC)
			e.g. - 52:15 = \$20,000
The System shall be restored in case of a disaster and only experience the loss of no more than one hour of transactions.	Any portion of an additional hour of loss beyond the requirement for one hour of transactions.	Per incident	\$1,000 for any portion of an additional hour's transaction loss beyond the loss of only one hour of transactions and each thereafter.

Attachment 10: 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:

Did Offeror's company contract with TWC within the last five (5) years?

Yes _____ or No _____

REFERENCE 1.

Street address <i>(Organization you provided services)</i>	City	State	Zip Code
---------------------------------------------------------------	------	-------	----------

Name of Point of Contact	Telephone Number
--------------------------	------------------

Name of organization you provided services	Email Address
--------------------------------------------	---------------

Start and End Dates of this Contract	Total Cost of the Contract
--------------------------------------	----------------------------

Short description of the work, including whether the outcome was successful:

REFERENCE 2.

Street address <i>(Organization you provided services)</i>	City	State	Zip Code
---------------------------------------------------------------	------	-------	----------

Name of Point of Contact	Telephone Number
--------------------------	------------------

<i>Name of organization you provided services</i>	Email Address
---------------------------------------------------	---------------

Start and End Dates of this Contract	Total Cost of the Contract
--------------------------------------	----------------------------

Short description of the work, including whether the outcome was successful:

REFERENCE 3.

Street address <i>(Organization you provided services)</i>	City	State	Zip Code
---------------------------------------------------------------	------	-------	----------

Name of Point of Contact	Telephone Number
--------------------------	------------------

<i>Name of organization you provided services</i>	Email Address
---------------------------------------------------	---------------

Start and End Dates of this Contract	Total Cost of the Contract
--------------------------------------	----------------------------

Short description of the work, including whether the outcome was successful:
