Texas Public Finance Authority

Lee Deviney, Executive Director

Request for Offers

Enterprise Content Management (ECM) Solution

RFO No. 347-17-0051

Release Date: August 1, 2017
Due Date: August 21, 2017 - 3 p.m., CZT, at:

Texas Public Finance Authority
William P. Clements Building
300 West 15th Street, Suite 411
Austin, Texas 78701
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I. INTRODUCTION

a) Purpose of this Request for Offer

The Texas Public Finance Authority (the “TPFA”), an agency of the State of Texas, is seeking offers in response to this Request for Offer (“RFO”) from qualified vendors to provide software and services for an Enterprise Content Management (ECM) solution. TPFA’s objective is to obtain an ECM solution that represents the best value for TPFA and the State of Texas according to the requirements, terms and conditions of this RFO.

It is the policy of TPFA to make a good faith effort to include participation of Historically Underutilized Businesses (“HUB”) in its contracts. A HUB is a for profit business that meets the requirements of Tex. Gov't Code, Chapter 2161 and administrative rules of the Texas Comptroller of Public Accounts in 34 TAC Chapter 20, Subchapter B. TPFA encourages qualified HUB firms to respond to this request for goods and services. TPFA anticipates that this solicitation and resulting contract may be above the $100,000 threshold necessary for submittal of a HUB subcontracting plan, and therefore requires all Offerors to complete and submit a Historically Underutilized Business Subcontracting Plan (“HSP”) with their response to this RFO. For more information on the State’s HUB program, go to: https://comptroller.texas.gov/purchasing/vendor/hub/. The HSP document required to be submitted with an Offeror’s offer is available at: https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf.

b) Notice to Offeror

This procurement is governed by the Texas Government Code, Chapters 2155-2161, and Texas Administrative Code, Title 34, Part 1, Chapter 20. The code imposes civil and criminal penalties for its violation. In addition, Texas criminal statues impose felony penalties for bribes, gratuities or kickbacks.

c) Background Information

TPFA is an agency of the State of Texas created in 1984 by an Act of the Texas Legislature, and operates pursuant to Government Code, Chapters 1232, 1401 and 1403, and Education Code §53.351 to provide financing for: 1) the acquisition, construction, repair, renovation, or other improvements of buildings and real property for the use of state agencies and certain institutions of higher education; 2) equipment that is eligible to be financed; and 3) such other financing as the Legislature may designate. The TPFA is governed by a seven-member Board appointed by the Governor with advice and consent of the Texas Senate. The TPFA is managed under the direction of the Executive Director.

TPFA issues general obligation and revenue bonds and general obligation and revenue commercial paper for over 25 designated State agencies and certain universities, and maintains the Master Lease Purchase Program, a revenue commercial paper program used primarily to finance equipment acquisitions by State agencies. Additionally, the Texas Public Finance Authority Charter School Finance Corporation, a public non-profit corporation created by TPFA, exists as an instrumentality of TPFA, and is authorized to issue revenue bonds on behalf of Texas open-enrollment charter schools for the purpose of financing or refinancing educational facilities. In this capacity, the TPFA serves as a financing conduit and
official issuer, but the charter school is the borrower and source of the repayment on the bonds.

Although most of the Authority's bond proceeds are used to fund capital construction projects, in recent years the Texas Legislature has authorized debt issuance for other types of projects, including research project grants, funding insured losses from catastrophic events, and special revenue bonds for repayment of unemployment compensation advances from the federal government.

II. SCOPE OF WORK/REQUIREMENTS

a) Project Overview

TPFA is seeking an on-premise or cloud-based platform for an integrated ECM software and services purpose-focused solution, available in the commercial marketplace, that can be licensed for use under a government contract. The solution(s) proposed must make the management of TPFA's capital lease purchasing and bond issuance programs easier through simplifying the organization and storing of documents, and other content, that relate to TPFA's organizational processes. ECM is the technology used to capture, manage, store, preserve, and deliver content and documents related to organizational processes, and covers the management of information within the entire scope of an enterprise and over the content's life cycle including retention period, whether that information is in the form of a paper document, an electronic file, a database print stream, or an email.

Over the years, the individual strategies, methods and tools used by TPFA to manage documents and content related to its mission critical operations involving debt financing and the post-compliance activities that occur throughout the lifecycle of a financing, has not kept pace with advances in communications and information management technology. TPFA currently captures data across disparate systems such as the Web, smartphones, cloud, databases, CD-ROMs, emails and documents, both paper and in various electronic formats. Official documents and other content are manually placed on TPFA's in-house server(s) or individual workstations and routed to one or more drives to store and preserve data, either in their original file format or converted to other formats. Content is checked-in and out manually without tracking and reporting. All organizational processes involving the management and coordination of workflows and document versioning are handled manually and information and communications are routed primarily through Microsoft Outlook or paper documents. In some instances, emails or paper documents are converted to PDFs and placed on the appropriate network drives. The management review and approval for the payment of expenses related to bonds or notes, including the periodic payment of principal and interest, is a paper process that requires reviewing manual documents and obtaining hand written signatures. TPFA's ongoing management of records throughout their lifecycle is largely a manual process, as is the periodic disposal of records which is monitored and acted upon according to a retention schedule. In most cases, records are casually identified and filed with no indexing, which can make it difficult to access and retrieve information when needed. Lastly, no interactive Web interface is utilized for TPFA clients use.

TPFA's financing operations include all the steps in a bond application process through final approval, issuance, monitoring, continuing disclosures, and eventual disposition. The goal of the bond program as it relates to an ECM solution is to optimize the process by moving the client's initial financing request through the bond application and to final approval and
funding as quickly and efficiently as possible. The ECM solution should be able to capture, manage, store, retrieve and report bond information such as the requests, applications, client data, funding authority, financial data, checklists, timelines, reviews and approvals, assets (collateral), communications and documents, and other content, through the life of the financing. The system should incorporate structured workflow technology to control and monitor the various workflow stages and steps of bond processing to ensure compliance with state and federal laws and use of online templates, electronic document exchange, and electronic signature to reduce the delays and inefficiencies in handling paper documents.

A bond issue typically has a long-life span (e.g., 25 or more years). The life-span includes the timetable for issuance of a bond, which can vary from a few weeks to several months depending on the complexity of the structure, terms and conditions, the method of sale, the parties and their jurisdictions, whether the issuer is a first-time issuer and whether the bonds to be issued require further review and approval from other authorities. Once a bond is issued, and throughout the remaining lifetime of a financing, there are myriad matters occurring on a set time schedule or on an ad hoc basis that need to be tracked, analyzed and acted upon by TPFA that involve approval of accounting transactions, continuing disclosures and periodic filings that may involve, for example, IRS rebate calculations, reports on use and alternative uses of bond proceeds, program and project expenditures, transfer of properties, sale of facilities, private use activities, audited annual financials, material events' disclosures, modification of bond documents due to refinancings, and the management and retention of documents and other content information, both structured and unstructured. These matters are important and require an ECM system capable of organizing and centralizing information that is generated over many years and across diverse platforms and users and stakeholders, internal and external, to better demonstrate compliance with tax, securities, or State law, and avoid issues that can compromise the status of a bond.

The expected benefits to be gained from an ECM system include improved operational efficiency, better control of organizational processes and content, and minimization of operational, audit and security risks by ensuring compliance with agency policies, and government and industry regulations.

b) Requirements

TPFA is seeking an ECM solution that includes a comprehensive integrated product suite of ECM capabilities and services designed to manage documents and content, across enterprise repositories and systems, throughout the content’s lifecycle. The system should be flexible, self-contained, and utilizing either an on-premise or cloud-based platform. The strategies, methods, and tools used to manage the documents and content for TPFA’s financing operations and processes, including post issuance compliance activities should include as a minimum the following components and capabilities:

1. Document management – a system used to track, manage and store documents and reduce paper. Capable of check-in/check-out, version control, security and library services for agency documents. Advanced feature capabilities should include compound document support and content replication, digital rights management (DRM) and metadata-driven views of documents, rather than strict taxonomy-based structures, and integration of mobile phone use.
2. **Records management** – a system capable of managing information in an organization throughout its life cycle, from the time of creation or inscription to its eventual disposition. This includes identifying, classifying, storing, securing, retrieving, tracking and destroying or permanently preserving records. Includes capabilities for automating archiving, policies for retention and compliance requirements, e-discovery support, and ensuring legal, regulatory and industry compliance.

3. **Image-processing applications** – for capturing, storing, transforming and managing images of paper documents, for example, using scanning hardware and software, mobile device capture, optical and intelligent character recognition technologies or form-processing technology. The ability to store images of scanned documents as a native content type in a folder, and to route them through an electronic process. Solutions should be both vertical and horizontal.

4. **Content/collaboration/community** – for document sharing and file synchronization among devices (including mobile devices), concurrent and co-authoring interfaces, Microsoft office suite integration, and for collaboration and coordination among teams, for project management, extranet and knowledge management use cases.

5. **Content workflow** – for supporting automated formal and informal agency processes, whether that means creating a workflow (with stages and audit trails) and assigning tasks to route a document for review and approval, track an issue through its various stages of resolution, or guide a contract through an approval process. Agency processes that require participation of information across users must integrate with the way people actually work and the tools and applications used in the workplace. Includes use of a graphical process builder to create processes, sub-processes, activities, phases, work products, templates, roles, procedures, guides, criteria, policies, measures, and other attributes, and that includes both serial and parallel routing.

6. **Packaged applications and integration** – includes necessary extended content capabilities, services and support whether native, add-on components, connectors or third-party solutions. The collection of technologies and services which form a middleware framework must be fully integrated with an ECM solution that enables integration of systems and applications across the enterprise, whether deployed on-premise or in a cloud-based setting.

7. **Analytics/Business Intelligence (BI)** – includes capabilities for analyzing (and visualizing) file content and for the discovery or interrogation of enterprise content across repositories and information resources, including structured and unstructured content, tagging patterns or user activity.

8. **Extended components** – includes, for example, additional components for digital asset management (DAM), web content management, email archiving, enterprise search and Enterprise File Share and Sync (EFSS) that is accessible by desktop and mobile computing devices.

The ECM solution offered to TPFA should address the following key features and capabilities found in Appendices C through K.
c) Project Management

1. General
Successful Offeror shall be responsible for providing a work plan and key project management activities and processes using well-established project management methodologies, and delivered across stages. All project plans, including detailed methodology and approach, and reports developed by the successful Offeror shall be reviewed and approved by TPFA prior to implementation.

Offeror must describe its approach and strategies for planning, monitoring, controlling, communications, and reporting project performance across all elements within the scope of the ECM solution to meet or exceed the goals and requirements of this RFO. Consideration of how this project will interface with other projects or functions within the TPFA organization must be included in successful Offeror's approach and strategies for planning and installing, configuring and deploying the proposed ECM solution.

Successful Offeror must provide a detailed project work plan that includes, as a minimum, the following:

   a) A work breakdown structure (WBS)
   b) Project milestones
   c) Task dependencies
   d) Task durations
   e) Schedule and description of each deliverable
   f) Acceptance timeframes

For each phase or stage of the project, the successful Offeror must ensure that deliverables produced at the end of each phase meet their agreed upon purpose, and that project team members (or sub teams) are properly prepared for the next phase.

2. Training and business readiness
This stage involves preparing for the project launch or "go live," and include:
   a) Training users
   b) Putting into place ongoing support
   c) Transfer data to new systems
   d) Identify what’s required for the project to be effective from the launch date

3. Risk Management
Successful Offeror shall be responsible for identifying, assessing and prioritizing potential risks of this project, tracking those risks using a Risk/Impact Probability Chart, and identifying and managing actions or prearranged solutions or responses to each risk in order to avoid, transfer, mitigate, or manage those risks throughout the life of the project.

4. Issue Management
Issue management is the process of identifying and resolving issues and problems that occur during a project. Problems with staff and technical failures are examples of issues that could have a negative impact on a project. Successful Offeror shall be responsible for developing a framework, or process, for dealing with issues, and by identifying, tracking (and logging) and resolving issues throughout the entire project in order to avoid unnecessary conflicts, delays, or even failure to produce deliverables. Offeror must describe its proposed process and
resolution approach for collaboratively resolving project issues with TPFA. As a minimum, the following information must be included in an issue log:

**Issue type**
- Technical – Relating to a technological problem in the project.
- Business process – Relating to the project's design.
- Change management – Relating to business, customer, or environmental changes.
- Resource – Relating to equipment, material, or people problems.
- Third party – Relating to issues with vendors, suppliers, or another outside party.

**Identifier** – Record who discovered the issue.

**Timing** – Indicate when the issue was identified.

**Description** – Provide details about what happened, and the potential impact. If the issue remains unresolved, identify which parts of the project will be affected.

**Priority** – Assign a priority rating to the issue.
- High priority – A critical issue that will have a high impact on project success, and has the potential to stop the project completely.
- Medium priority – An issue that will have a noticeable impact, but won't stop the project from proceeding.
- Low priority – An issue that doesn't affect activities on the critical path, and probably will not have much impact if it's resolved at some point.

**Assignment/Owner** – Determine who is responsible for resolving the issue, whether or not this person implements a solution.

**Target resolution date** – Determine the deadline for resolving the issue.

**Status** – Track the progress of the resolution with a clear label identifying the issue's overall status.
- Open – the issue has been identified, but no action has yet been taken
- Investigating – the issue, and possible solution(s) are being investigated.
- Implementing – the issue resolution is in process.
- Escalated – the issue has been raised to management or the project sponsor/steering committee, and directions or approval of a solution is pending.
- Resolved – the resolution has been implemented, and the issue is closed.

**Action/resolution description** – Describe the status of the issue, and what has been done to find and implement a resolution. Include the dates of each action.

**Final resolution** – include a brief description of what was done to address the issue.
d) Remedies

Notwithstanding any exercise by TPFA of its rights of early termination, successful offeror shall not be relieved of any liability to TPFA for damages due to TPFA by virtue of any breach of any resulting contract by the offeror or for amounts otherwise due TPFA by the offeror.

III. PROJECT TIMELINE

TPFA intends to complete the selection process based on the following timeline; however, the TPFA reserves the right, in its sole discretion, to change the milestones or dates listed for the timeline. Any changes to the timeline will be posted to the Electronic State Business Daily at esbd.cpa.state.tx.us and on TPFA’s website located at: http://www.tpfatexas.gov/. It is the responsibility of the Offerors to periodically check the website for updates to the RFO prior to submitting an Offer.

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<th>Dates</th>
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<tbody>
<tr>
<td>Release Request for Offer (RFO) on</td>
<td>August 1, 2017</td>
</tr>
<tr>
<td>Vendor questions due to TPFA by:</td>
<td>August 8, 2017; 3 p.m., CZT</td>
</tr>
<tr>
<td>Answers to vendor questions posted on</td>
<td>August 11, 2017</td>
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<tr>
<td>TPFA website on or about:</td>
<td></td>
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<tr>
<td>Deadline for receipt of Offers:</td>
<td>August 21, 2017, 3 p.m., CZT, at TPFA’s State Office Building Location</td>
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<td>Finalists selected:</td>
<td>August 25, 2017</td>
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<tr>
<td>to Finalists’ Demo:</td>
<td>August 28, 2017</td>
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<td>Vendor reference checks completed:</td>
<td>August 28, 2017</td>
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<tr>
<td>Final selection by:</td>
<td>August 29, 2017</td>
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<tr>
<td>Date of award/approved on:</td>
<td>August 31, 2017</td>
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<tr>
<td>Implementation and training:</td>
<td>September 1, 2017 –December 29, 2017</td>
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<td>Production (go live):</td>
<td>March 1, 2018</td>
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IV. SPECIAL INSTRUCTIONS

a) Deadline for Offers

The TPFA must receive sealed written offers to this RFO no later than August 21, 2017, 3 p.m., CZT. Offers received after the due date will not be accepted. No additional time will be granted to any vendor unless by addendum to this RFO.

At the time of submission, Offeror must present one paper (1) hard copy and one (1) flash drive containing an electronic copy of the completed offer in searchable pdf format.

All sealed offers must be clearly marked in the lower left-hand corner “RFO-ECM Offer.”

b) TPFA Point of Contact and Address for this RFO is:

Point of Contact:

Robert Jocius, Program Manager
All offers must be delivered to:

Texas Public Finance Authority
Attn: Robert Jocius, Program Manager
William P. Clements Bldg.
300 W 15th St, Suite 411
Austin, TX 78701
RFO@tpfa.texas.gov


c) Questions and Answers

Contacts with TPFA by Offerors or prospective Offerors, during the pendency of this RP0 shall be limited to, and governed by, the provisions of this paragraph “C”.

Questions regarding this RFO must be submitted by electronic email to: rfo@tpfa.texas.gov, no later than August 8, 2017, 3 p.m., Central Zone Time (CZT). On or about August 11, 2017, official responses to all questions received will be posted to the Electronic State Business Daily at http://esbd.cpa.state.tx.us and placed on TPFA’s website located at: http://www.tpfa.texas.gov/rfp.aspx. Vendor names, where mentioned, will be left out. Telephone inquiries will not be accepted. Offerors are solely responsible for verifying TPFA’s timely receipt of their questions by the deadline specified above.

Questions shall be clearly labeled and shall cite the specific RFO section that forms the basis of the question. TPFA shall not assume responsibility for any answers or clarifications received from any source unless authorized in writing by TPFA. **Offeror contact with TPFA staff or Board Members regarding this RFO is expressly prohibited and will result in disqualification of the Offeror’s submission.**

d) Preparation of Offers

Offers should be prepared in a straight forward manner, providing a clear and complete description of the ECM features and functionality, provider capabilities and services, and adherence to the requirements of this RFO. Special bindings, colored displays, promotional materials, etc. are optional. All offers and accompanying documentation will become the property of TPFA and will not be returned.

e) Due Diligence

Offeror is expected to conduct a due diligence process in determining whether Offeror’s ECM application software capabilities and services will meet TPFA’s requirements/needs. This may be accomplished by familiarizing Offeror’s understanding of TPFA operations by reviewing information about TPFA’s operations at its website: http://www.tpfa.texas.gov and via the Question and Answer phase of this RFO which is addressed in Section IV, Special Instructions.
f) Offeror Documents

All Offeror's documents that are related to the software and services, this RFO, or a resulting contract, if any, including but not limited to boilerplate service agreements, service schedules, published specifications, HSP Plan, license agreements, etc., are collectively referred to in this RFO as "Offeror Documents." Offeror must include copies of all proposed Offeror Documents with the Offer. TPFA reserves the right, in its sole discretion, to amend Offeror Documents to conform to this RFO and Texas law and propose such amended documents to the Offeror for acceptance and signature prior to TPFA's issuance of any Purchase Order(s) (PO) resulting from this RFO. Offeror Documents that are (1) submitted as part of the Offer and (2) amended to conform to the RFO and PO, through mutual written agreement of successful Offeror and TPFA, in the described manner will be incorporated as part of the PO or other agreement resulting from the RFO.

g) Offeror Modifications

Offeror may modify or withdraw an offer at any time prior to the Deadline for Receipt of Offers. No material changes will be allowed after the deadline for receipt of offers. The TPFA also reserves the right to make amendments to the RFO by giving written notice through the posting of amendments to the Electronic State Business Daily (ESBD) at http://esbd.cpa.state.tx.us and on the TPFA's web page at http://www.tpfa.texas.gov/rfp.aspx.

h) Format of Offer

Each Offeror must submit a hard copy and electronic version that is complete and identical to each other. Offerors submitting incomplete responses may be deemed non-compliant. Submit the sixteen items (Appendix A through P), in the format and order listed below:

1. Executive Summary (complete and submit under Appendix A)
   - Include, as a minimum, the fourteen items of information shown in this appendix. Information in addition to these items is optional.
2. Company Profile (complete and submit under Appendix B)
3. Functional Requirements (complete and submit under Appendix C)
   - Respondent must submit a detailed narrative explanation on each statement/question raised in Appendix C.
4. Technical Requirements (complete and submit under Appendix D)
   - Respondent must submit a detailed narrative explanation on each statement/question raised in Appendix D.
5. Configuration (complete and submit under Appendix E)
   - Respondent must submit a detailed narrative explanation on each statement/question raised in Appendix E.
6. Infrastructure (complete and submit under Appendix F)
   - Respondent must submit a detailed narrative explanation on each statement/question raised in Appendix F.
7. Security Administration (complete and submit under Appendix G)
   - Respondent must submit a detailed narrative explanation on each statement/question raised in Appendix G.
8. Scalability (complete and submit under Appendix H)
9. Implementation and Support (complete and submit under Appendix I)
   - Respondent must submit a detailed narrative explanation on each statement/question raised in Appendix I.
10. Training (complete and submit under Appendix J)
    - Respondent must submit a detailed narrative explanation on each statement/question raised in Appendix J.
11. Proposed Solution and Pricing (complete and submit under Appendix K)
    - Respondent must submit a detailed narrative explanation on each statement/question raised in Appendix K.
12. Reference List (complete and submit under Appendix L)
13. Specimen Contract/Other Related Documents (complete and submit under Appendix M)
14. Audited Annual Financial Reports (complete and submit under Appendix N)
15. HUB Subcontracting Plan (HSP) (complete and submit under Appendix O)
16. Execution of Offer (complete and submit under Appendix P)

i) Delivery of Offer and Building Security

Due to building access procedures at Clements State Office Building, Offeror is encouraged to allow additional time to obtain a visitor's pass from the building security desk on the ground floor of the Clements Building when delivering its Offer to the TPFA contact person. Offeror is solely responsible for ensuring timely delivery of its Offer to and receipt of Offer in TPFA's office by the deadline to be considered. Delivery persons must carry and present a valid and current photo identification card to the Security Desk to gain access to the TPFA office. Offers not delivered in sealed and properly labeled box/packet or which arrive after the Deadline for Offers will not be accepted by TPFA. Offeror's that deviate from this format may be deemed non-compliant. Offers submitted after the deadline will be returned unopened to the Offeror.

V. ON-SITE DEMONSTRATION

TPFA will select the top two (2) Finalists from offers submitted based on the selection criteria identified in Section VI (A through B) of this RFO. Finalists will be required to give an onsite demonstration to provide TPFA's Evaluation Team with the opportunity to obtain a more detailed understanding of: 1) the extent of the Finalists knowledge of the RFO subject matter and project scope and requirements; 2) whether the strategies, methods and tools deployed by the Finalists for the ECM solution are necessary, cost effective, and appropriate; 3) the adequacy and reasonableness of the timeline and resources to be put forth by the Finalists in performing the project; and 4) a demonstration of their ECM product in order to assess the software's fit for agency staff who may use the product.

Based on information provided at the onsite demonstration, and after careful consideration and reevaluation, the Evaluation Committee will prepare a recommendation to TPFA's Executive Director for consideration.

Each Finalist will be notified of the date, place and time of their presentation to held in the offices of TPFA, in Austin, Texas.
All Offerors will be notified of the successful Finalist in the same manner as the RFO was published, and communicated by letter.

VI. EVALUATION OF OFFERS

a) Evaluation Criteria

TPFA will evaluate eligible offers based on the criteria as stated in this section "VI" as well as other factors stated elsewhere in this RFO. It is important that Offeror’s responses be clear and complete to ensure that the evaluators can adequately understand all aspects of the Offer.

Selection of an offer will be made in accordance with the Best Value Standards established under Section 2155.074 of the Texas Government Code, as well as the completeness with which the services and products described in the offer demonstrate that the Offeror understands TPFA’s goals, requirements and business objectives.

b) TPFA Rights, Disclaimer and Non-Obligation

TPFA reserves the right to request clarification on any offer or to ask Offerors to supply any additional material deemed necessary to assist in the evaluation of the Offer. TPFA also reserves the right to reject any or all offers, to waive any minor informalities or irregularities contained in any offer, and to accept any offer deemed to be in the best interest of TPFA.

Receipt of offers in response to this RFO does not obligate TPFA in any way. The right to accept or reject any offer shall be exercised solely by TPFA. TPFA shall retain the right to abandon the RFO process at any time prior to the actual execution of a contract with a vendor, and TPFA shall bear no financial or other responsibility in the event of such abandonment.

VII. GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

Please read the following information carefully. Any exceptions to these terms and conditions may result in disqualification. In the event of a conflict, the Special Instructions in the solicitation will take precedence over the General Instructions, Terms and Conditions. All responses become part of the procurement files and are available for public inspection.

1. Contract Award. A response to a RFO is an Offer to contract with the State based upon the terms, conditions, specifications, representations and warranties contained in the RFO. Responses (Offers) do not become contracts with TPFA unless, and to the extent, a duly authorized representative of TPFA executes a contract. TPFA reserves the right to reject, in its sole discretion, all or any part of any offer, waive minor technicalities and reserves the right to negotiate price/cost and other provisions with all Offerors or no Offerors, and award a contract in the best interest of TPFA and the State. TPFA’s waiver of any deviations in any offer will not constitute a modification of this RFO and will not preclude TPFA from asserting all rights against Offeror for failure to fully comply with all terms and conditions of this RFO.

2. Pricing and Destination. All pricing/costs must be submitted in the format described in the Special Instructions section of this RFO. All Offerors must quote complete cost to license, develop, deliver, install, setup, train, and place software into production as specified in the RFO.
3. **Deadline for Submission.** Late offers will NOT be considered under any circumstances and will not be accepted, and will be returned unopened.

4. **TPFA's Address.** When sending offers via the U.S. Postal Service, use P.O. Box 12906, Austin, Texas 78701-2906. When sending offers via FedEx, UPS, or other delivery service, use the address which is listed in Section IV, Part B of this RFO.

5. **Identification.** Offers must include Offeror's Texas Identification Number (TIN), if applicable, or Offeror's Federal Employer's Identification Number. For sole proprietors that do not have either a Texas Identification Number or Federal Employer’s Identification Number, provide Offeror's Social Security Number.

6. **Attachments.** TPFA will not consider any terms or conditions, or any other documents attached to an Offer, as constituting a part of the Offer unless the Offeror specifically and prominently incorporates the terms or conditions, or other documents into Sections 4 and/or 8 of the Offer in accordance with Section IV, Part H, supra. In addition, TPFA reserves the right, at its sole discretion, to reject any Offeror terms and conditions or other documents or attachments submitted as part of Offeror's Offer.

7. **Incorporation of Entire RFO.** Except as otherwise provided in the negotiated terms and conditions, if any, that are expressly identified as such in the formal signed contract or Purchase Order (PO) resulting from this RFO, this entire RFO applies to and becomes part of any such agreement or PO.

8. **Conflicting Provisions.** Except as otherwise provided in the negotiated terms and conditions, if any, that are expressly identified as such in the formal signed contract or PO resulting from this RFO, in the event of conflicting terms or provisions between this RFO, the PO (and any PO Change Notices issued) and Offeror's Offer, this RFO and the PO and the PO Change Notices, if any, will control.

9. **Termination and Cancellation.** A contract resulting from this RFO may be terminated or cancelled in any one of the following circumstances:

   a. **Mutual Agreement.** The agreement may be terminated or cancelled upon the mutual written agreement of TPFA and successful Offeror.

   b. **Offeror's Nonperformance.** If successful Offeror fails to comply with any requirements of the contract, including but not limited to this RFO, TPFA may terminate or cancel all or any part of the contract, may obtain substitute requested items, may withhold acceptance and payments to successful Offeror, may revoke any prior acceptance, may require successful Offeror to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against successful Offeror under the contract and any applicable law. In addition, TPFA will report defaulting successful Offeror to the Statewide Procurement Division (SPD) for SPD's possible action against defaulting successful Offeror.

   c. **Availability of State Funds; Legislative Action; Necessity of Performance.** The contract is subject to termination or cancellation, without penalty to TPFA, either in whole or in part, subject to the availability of state funds. TPFA is a state agency whose
authority and appropriations are subject to actions of the Texas Legislature. If TPFA becomes subject to a statutory change, revocation of statutory authority, or lack of appropriated funds which would render either TPFA's or successful Offeror's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Part, TPFA will not be liable to successful Offeror for any damages, which are caused or associated with such termination, or cancellation and TPFA will not be required to give prior notice.

10. **Termination and Cancellation: Substitute Hardware, Software, Services or Warranties.** In the event TPFA terminates or cancels the contract for successful Offeror's nonperformance or for cause, TPFA may procure, upon such reasonable terms and in such manner as it deems appropriate, substitute requested items similar to those so terminated or cancelled and Offeror will be liable to TPFA for any excess or additional costs incurred by TPFA in acquiring such requested items plus court costs and attorneys' fees. TPFA's recovery of costs under this Part 10 is in addition to any other remedies available to TPFA under the contractor under applicable law.

11. **TPFA’s Tax Exemption; Payment of Taxes by Offeror.** Purchases made for State use are exempt from the State Sales Tax and Federal Excise Tax. Offerors must not include taxes in offers. TPFA will furnish Tax Exemption Certificates upon request.

12. **Confidential Information; Nondisclosure.** Successful Offeror shall maintain strict privacy of all TPFA records, data and files (regardless of media), including any copyrighted material received from TPFA, and shall not disclose to anyone, directly or indirectly, any information designated by TPFA as confidential or to information accessed as a result of any contract resulting from this RFO without the prior written consent of TPFA.

13. **Texas Public Information Act.** Notwithstanding any provisions of this RFO to the contrary, Offeror understands that TPFA will comply with the Texas Public Information Act (Chapter 552, Texas Government Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this RFO and any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Offeror is required to make any information created or exchanged with the TPFA pursuant to any contract resulting from this RFO, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. In order to comply with such requirement, any information created or exchanged with TPFA shall be in Word, Excel, or PDF format, as applicable. All offers become the property of TPFA and may be subject to release to any requester under the provisions of the Texas Public Information Act. After the award and/or execution of a final contract for a particular procurement, offers submitted shall be presumed to be public information and to be subject to disclosure unless a specific exception to disclosure under the Texas Public Information Act applies. Each Offeror is advised to consult with its legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or other proprietary information. TPFA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Offeror.
TPFA will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked/stamped in bold red letters the term “CONFIDENTIAL” on that specific part or page of the Offer which Offeror believes to be confidential. In the event of a request for information pertaining to the solicitation, TPFA will comply with the provisions of the Public Information Act.

14. **Parties Bound.** The contract will be binding upon, and inure to the benefit of, both the TPFA and the successful Offeror and to their respective heirs, executors, administrators, legal representatives and successors.

15. **Subcontracting Program (HUBs) – Good Faith Effort.** State agencies are required to make a good faith effort to assist Historically Underutilized Businesses (HUBs) in receiving contract awards issued by the State, see Tex. Gov’t Code Ann. Title 10, Subtitle D, Chapter 2161. The goal of this program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas.

16. **Waiver.** No provision of the contract will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to TPFA as an agency of the State of Texas or otherwise available to TPFA. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in this RFO or contract, or otherwise available to TPFA by law, will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

17. **TPFA Not Liable Upon Termination.** If the contract is terminated for any reason, TPFA and the State of Texas will not be liable to successful Offeror for any damages, claims, losses or any other amounts arising from or related to any such termination.

18. **Indemnification.** Successful Offeror shall protect, defend, indemnify, and hold the State of Texas and TPFA, and its officers, employees and contractors, harmless from and against all claims, demands, actions, suits, proceedings, costs, damages, and liabilities, and including without limitation attorneys’ fees and court costs, arising out of, connected with, or resulting from any acts or omissions of successful Offeror or any agent, employee, subcontractor, or supplier of successful Offeror in the execution or performance of any work performed under the contract resulting from this RFO. Successful Offeror shall coordinate its defense with the Texas attorney general as requested by TPFA. Successful Offeror may not agree to any settlement without first obtaining the concurrence from the Texas Attorney General. Successful Offeror and TPFA agree to furnish timely written notice to each other of any such claim. This paragraph is not intended to and shall not be construed to require Successful Offeror to indemnify or hold harmless the state or TPFA for any claims or liabilities resulting from the negligent acts or omissions of TPFA or its employees.

19. **Patent, Trademark, Copyright Infringement.** Offeror will defend and indemnify TPFA and the State of Texas against claims of patent, trademark, copyright, trade secret or other
proprietary rights, violations or infringement arising from TPFA's or successful Offeror's use of or acquisition of any requested services, products, other items provided to TPFA by successful Offeror or otherwise to which TPFA has access as a result of successful Offeror's performance under the contract, provided that TPFA will notify successful Offeror of any such claim within a reasonable time of TPFA's receiving notice of any such claim. If successful Offeror is notified of any claim subject to this part, successful Offeror will notify TPFA of such claim within five (5) working days of such notice. Successful Offeror will make no settlement of any such claim without TPFA's prior written approval. Successful Offeror will reimburse TPFA and the State of Texas for any claims, damages, costs, expenses or other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Successful Offeror shall pay all reasonable costs of TPFA's counsel. If TPFA determines that a conflict exists between its interests and those of successful Offeror or if TPFA is required by applicable law to select separate counsel, TPFA will be permitted to select separate counsel and successful Offeror will pay all reasonable costs of such TPFA counsel. Successful Offeror represents and warrants that it has determined what licenses, patents and permits are required under the contract and has acquired all such licenses, patents and permits.

Offeror agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and information concerning commercial insurance of a reasonable mechanism will be reasonably provided to the TPFA.

20. **Texas Law; Venue.** The contract shall be governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations or payments under the contract are due and payable in Travis County, Texas, and venue is proper in only such county.

21. **Support Documents; Inspection of Records.** Successful Offeror will maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be maintained and retained by successful Offeror for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Successful Offeror will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by successful Offeror pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by TPFA or the State of Texas.

22. **Notices.** Any written notices required under the contract will be by either hand delivery to successful Offeror's office or to TPFA's Austin office, or by U.S. Mail, certified, return receipt requested. Notice will be effective on receipt by the affected party. TPFA and successful Offeror agree that either party may change the designated notice address in this Part by written notification to the other party.

23. **Deceptive Trade Practices Act (DTPA), Unfair Business Practices.** Offeror represents and warrants that it has not been the subject of a DTPA or any unfair business practice administrative hearing or court suit and that Offeror has not been found to be liable of such practices in such proceedings. Offeror certifies that it has no officers who have served as officers of other entities who have been the subject of a DTPA or any unfair
business administrative hearing or court suit and those officers have not been found to be liable of such practices in such proceedings.

24. **False Statements; Breach of Representations, etc.** If Offeror signs the Offer with a false statement or it is subsequently determined that Offeror has violated any of the representations, warranties, guarantees, certifications or affirmations included in this RFO, Offeror will be in default under the contract and TPFA may terminate or void the contract.

25. **Force Majeure.** Except as otherwise provided, neither successful Offeror nor TPFA shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

26. **Subcontracts.** Offeror may not subcontract for any of the equipment, software, warranties or services required under the contract without the prior written consent of TPFA. Offeror expressly understands and acknowledges that in entering into any approved subcontract, TPFA or the State of Texas is not liable to any subcontractor of Offeror for any amounts. Offeror will retain responsibility for ensuring that the performances rendered under any subcontracts comply with all requirements of this procurement as if Offeror rendered such performances.

27. **Severability.** If any provision of the contract will, for any reason, be held to violate any applicable law, and so much of the contract is held to be unenforceable, then the invalidity of such a specific provision will not be held to invalidate any other provisions, which other provisions will remain in full force and effect unless removal of said invalid provisions destroys the legitimate purpose of the contract, in which event the contract will be canceled.

28. **Entire Agreement.** Except as expressly provided otherwise herein, the contract, the Offeror's Offer including all appendices, and this RFO will represent the entire agreement by and between TPFA and successful Offeror regarding the subject matter of this RFO. This agreement may not be changed except by TPFA's written Change Notice to the contract or otherwise by the mutual written agreement of the parties.

29. **Compensation.**
   a. Fees. In consideration of satisfactory performance of required services, compensation shall be paid for time spent actually working on the Authority's matters; off-duty hours while traveling shall not be billed.
   
   b. Reimbursement of Expenses. TPFA will reimburse actual, reasonable and necessary expenses incurred in performing services for TPFA under any resulting contract.
Travel expenses will be reimbursed if the travel is required, and approved in advance by TPFA, and in accordance with the rate prescribed by the Comptroller of Accounts at https://fmx.cpa.state.tx.us/fm/travel/travelrates.php.

c. Invoices. Invoices shall be submitted at the agreed upon benchmarks and TPFA’s satisfactory performance of services provided. Payments shall be made no later than 30 days after receipt of a properly completed invoice in accordance with Chapter 2251, Texas Government Code.

30. Dispute Resolution Processes. Chapter 2260, Texas Government Code (“Chapter 2260”) prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, TPFA has adopted rules under Chapter 2260, codified at Title 34 Texas Administrative Code, Part 10, Chapter 227, Rule §227.5, and may adopt revisions to these rules throughout the term of the contract, including any extensions. The successful Offeror and TPFA shall comply with such rules.

31. Applicable Law and Conforming Amendments. Successful Offeror must comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products described in this RFO to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of any contract resulting from this RFO. TPFA reserves the right, in its sole discretion, to unilaterally amend any contract resulting from this RFO prior to award and throughout the term of the contract to incorporate any modifications necessary for TPFA’s compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

32. Media Releases. TPFA does not endorse any vendor, commodity, or service. Offeror is not authorized to make or participate in any media releases pertaining to this procurement, the Offer or the services to which they relate without TPFA’s prior written consent, and then only in accordance with explicit written instructions from TPFA. Disclosure of any Offer prior to contract award or violation of this Part 32 may result in disqualification of Offeror’s Offer and subject the Offeror to other action deemed appropriate by TPFA.

33. Equal Opportunity. Offeror represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of any contract resulting from this RFO.

34. Acceptance of Terms. By submitting an Offer, acknowledging and accepting the contract or delivering any of the required items under the contract, Offeror acknowledges, accepts and agrees to all terms of the contract, including, but not limited to, this RFO.

35. Right to Audit. Offeror understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by
subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

36. Evaluation Process. TPFA will establish an evaluation committee. Evaluation of offers will begin as soon as practical after receipt. Only those offers that meet minimum qualifications will be evaluated. Offers that meet the minimum qualifications will be evaluated using the criteria set forth in Section VI of this RFO. Clarifications on issues raised in the offers may be sought from individual Offerors. Best and Final Offers may be sought from the Offerors whose offers are ranked most highly by the evaluation committee. TPFA reserves the right in its sole judgment and discretion, and at any time upon failure of negotiations, to reissue or withdraw the RFO rather than continue with negotiations.

An Offeror may be called upon by TPFA to meet at TPFA’s offices and demonstrate all aspects of the Offeror’s system and software according to pre-defined scenarios prepared by the TPFA. All selected Offerors must follow the scenarios during their Demo process. The evaluation criteria for the demo process will include adherence to the scenarios as well as the ability to successfully demonstrate the product’s ability to meet TPFA’s functional and technical requirements. The TPFA reserves the right to request additional information, interviews, follow-up demonstrations, or any other type of clarification of offer information it deems necessary to evaluate the final selection of a vendor.

37. Warranties.

a. Product Warranties. All product warranties must be clear, concise and in writing. Warranties shall be specific as to what is and is not covered along with the exact term (in calendar days) of each covered item. Warranties shall cover all individuals’ modules, supplied or created interfaces, and any ancillary product that is purchased from the awarded vendor. In addition, the awarded vendor will warrant and guarantee the seamless integration and interface of modules proposed herein. Offerors must warrant to the TPFA that software specifications, capabilities, and performances characteristics are as stated in the offer and accompanying documentation. Submission of an Offer will represent your agreement to these conditions.

b. Warranty of Performance. Successful Offeror represents and warrants that its performance under any contract resulting from this RFO shall be conducted conscientiously in a professional and workmanlike manner and to the full extent of Offeror’s talents and capabilities with due diligence and in full compliance with the highest professional standards of practice in the industry applicable to the product(s) provided and services performed.

38. Independent Contractor. The successful Offeror shall be an independent contractor of TPFA. Nothing contained in any agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. The successful Offeror has no authority to act as agent for, or on behalf of, TPFA, or to represent TPFA, or bind TPFA in any manner. The Offeror shall have no claim against TPFA for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
39. **Use of State Property.** Successful Offeror is prohibited from using TPFA's Equipment, TPFA's location, or any other resources of TPFA or the State of Texas for any purpose other than performing services under the contract resulting from this RFO. For this purpose, Equipment includes, but is not limited to, copy machines, fax machines, information technology resources, and telephones using State of Texas long distance services. Any charges incurred because of Successful Offeror's use of TPFA Equipment for any purpose other than performing services under the contract resulting from this RFO must be fully reimbursed by Successful Offeror to TPFA immediately upon demand by TPFA; such use shall constitute breach of contract and may result in termination of the contract and other remedies available to TPFA under the contract and applicable law.

40. **Debarred Vendor List.** Offeror represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Offeror is in compliance with the State of Texas statutes and rules relating to procurement and that Offeror is not listed on the federal government's terrorism watch list as described in Executive Order 13224, and Texas state government Rule §20.102(b)(4). Entities ineligible for federal and state procurement are listed at: [http://www.state.gov/j/ct/rls/other/des/122570.htm](http://www.state.gov/j/ct/rls/other/des/122570.htm) [https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php](https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php)

41. Contracting with Entities that Boycott the State of Israel. Offeror/Bidder represents and warrants that pursuant to Section 2270.002 of the Texas Government Code, Offeror/Bidder does not boycott Israel and will not boycott Israel during the term of any contract resulting from this RFO.

42. **Representations and Warranties Related to Software.** If any Software is provided under any contract resulting from this RFO, Successful Offeror represents and warrants each of the following:

   a. Successful Offeror has sufficient right, title, and interest in the Software to grant the license required in this RFO;

   b. Contract terms and conditions included in any “click-wrap,” “browse-wrap,” “shrink-wrap,” or other license agreement that accompanies any Software, including but not limited to Software Updates, Software Patch/Fix, or Software Upgrades, provided under any contract resulting from this RFO are void and have no effect unless TPFA specifically agrees to such licensure terms in a contract resulting from this RFO;

   c. The Software provided under any contract resulting from this RFO does not infringe upon or constitute a misuse or misappropriation of any patent, trademark, copyright, trade secret or other proprietary right;

   d. Software and any Software Updates, Software Maintenance, Software Patches/Fixes, and Software Upgrades provided under any contract resulting from this RFO shall not contain viruses, malware, spyware, key logger, back door or other covert communications, or any computer code intentionally designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions or
distortions, the operation of the computer program, or any other associated software, firmware, hardware, or computer system, (including local area or wide-area networks), in a manner not intended by its creator(s); and

e. Software provided under any contract resulting from this RFO does not and will not contain any computer code that would restrict or prevent TPFA from accessing and using the software or its content, or would disable the Software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as a “time bombs”, “time locks”, or “drop dead” devices) or that would permit successful Offeror to access the Software to cause such disablement or impairment (sometimes referred to as a “trap door” device).

43. Insurance and Bonds. Offeror represents and warrants that, within seven (7) business days of receipt of notice of contract award, it shall provide TPFA with proof of coverage and represents and warrants that it shall maintain the following coverages throughout the term of the contract:

a. Blanket Employee Dishonesty Bond or Employee Dishonesty Coverage under a liability insurance policy with a minimum $25,000 for each individual who will provide services under the contract. A rider or endorsement shall name the Texas Public Finance Authority as loss payee or additional named insured under the respective bond or policy;

b. Standard Workers Compensation Insurance covering all individuals who will provide services under the contract;

c. Commercial General Liability Insurance: $1,000,000 minimum each occurrence limit; $2,000,000 minimum aggregate limit; and

d. Professional Liability Insurance: $1,000,000 minimum each occurrence limit; $2,000,000 minimum aggregate limit.

Offeror represents and warrants that all coverages are with companies licensed to do business in Texas, and have an “A” rating from A.M. Best Co., and authorized to provide the required coverages. Offeror also represents and warrants that all of the above policies and bonds contain endorsements prohibiting cancellation exception upon at least thirty (30) days prior written notice to the Texas Public Finance Authority. Offeror must, within the time provided above, furnish proof to Texas Public Finance Authority of such coverage in the form of a Certificate of Insurance from Offeror's insurance carrier or carriers indicating the above coverages. The Certificate shall be addressed to the Texas Public Finance Authority as the Certificate holder.

44. U.S. Department of Homeland Security's E-Verify System. By submitting this RFO, Offeror certifies and ensures that it utilizes and will continue to utilize, for the term of the contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
a. All persons employed to perform duties within Texas, during the term of the contract; and

b. All persons (including subcontractors) assigned by the Offeror to perform work pursuant to this project, within the United States of America.

The Offeror shall provide, upon request of the TPFA, 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 most recent hires that match the criteria above, by the Offeror, and Offeror's subcontractors, as proof that this provision is being followed.

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

a) Transmittal Letter/Executive Summary

[Include, as a minimum, the following]
1) Identify your company and principal place of business;
2) Summarize the ECM solution(s) you are proposing to TPFA;
3) Include a statement that the offer shall be firm and not revocable for a period of ninety (90) days from the date the RFO is due;
4) Provide resumes of key personnel you plan to assign to this project;
5) Provide an overview of your company, key competencies; and customer approach;
6) Provide an overview on what sets your company apart from other companies;
7) State the reasons why your company believes they are the best fit (solution) for TPFA;
8) Identify your three key target market industries;
9) What is the percentage of total revenues generated from each of the three key market industries
10) Describe your market share in the ECM sector;
11) What is your company’s total revenue for the two most recent past years;
12) What is your company’s percentage of total annual revenue derived from ECM services for the two most recent past years (e.g., software, software support and maintenance, etc.);
13) What portion of the percentage in Item 8 is revenue derived from cloud-based content management services, if any;
14) Identify and describe your strategic technical partnerships and the third-party products/components that are integrated with your product(s);
15) Additional information is optional.
b) Company Profile

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<td>9</td>
<td>Date Company Founded:</td>
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<td>10</td>
<td>Number Years in Business Under Current Company Name:</td>
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<td>11</td>
<td>Form of Company Ownership (e.g., LLC, Corporation):</td>
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<td>Indicate if Company is Private or Public:</td>
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c) Functional Requirements

Access

**Client User Interface**

1. Users can easily navigate and perform their primary job tasks with little-to-no training and with intuitive ribbon-style toolbars, tabs, and easy access features that are based on the familiar look and feel of Microsoft Office products.

2. Client provides capabilities for users to personalize their user experience (e.g., personalized home page that opens to personal workflow lifecycles, stored favorite retrievals, etc.).

3. Client displays all the associated information about a document right alongside the image itself – displaying index values, notes, related documents, revisions, discussion threads, and document history.

4. Client provides ability to display the document being indexed in a preview pane during the indexing process.

5. Client provides the ability to auto-import camera images and media files directly from a connected device.

6. Client enables users to play, stop, and pause multimedia files (audio/video) with the native viewer.

7. Client enables users to filter and sort document lists by column headings or pre-defined search filters to narrow result sets.

8. Client enables users to view Microsoft Office and Google (identify other products) word processing documents without a local install of the Office application.

9. Client enables users to export data, documents, and/or links to documents out of the system via e-mail, to a file share, or a spreadsheet.

10. Client enables users to organize documents in nested, parent-child folders with color-coded tabs that create and populate themselves as documents enter the system or are processed via workflow.

**Web Client Interface**

11. Web Client provides a dashboard component to create and manage personalized interfaces that present end users with access to priority content and tasks (e.g., workflow status report, commonly used document searches, etc.).

12. Solution offers full support for the Microsoft Internet Explorer, Mozilla Firefox and Google Chrome browsers on the Windows platform (also indicate additional support for any non-Winodws platform).
Search Experience

13. Solution enables users as well as administrators to create their own personalized saved searches.

14. Solution provides ability for meaningful document names to appear in a search results list that can contain both static text as well as defined index values, offering a more detailed description of the documents returned.

15. Solution provides advanced full-text search capabilities that include fuzzy, inflectional, customizable thesaurus, proximity, wild card, Boolean, and SOUNDEX.

16. Solution provides ability to utilize full-text searching alongside index value (e.g., date, keyword, etc.) search. Provide a screen shot depicting this capability from a single interface.

17. Solution allows users to search for multiple document types (e.g., text, COLD, image, PDF, Word, Office, DWG, etc.) in one search and provide hit-highlights directly on documents and easy page-to-page navigation between hits.

Search – Microsoft Office

18. Solution provides capabilities to not only retrieve and archive to the ECM system from the native Office tabbed ribbon toolbar, but also search and retrieve ECM stored content from directly inside the native office application.

Retrieval

19. Solution provides ability to automatically link related documents of similar or different file types to each other (e.g., a mainframe-generated text file to a TIFF image).

Integrated Workflow

20. Solution’s workflow experience is integrated to provide task buttons and user interaction on a menu right from selected or open documents through standard document retrieval (i.e., user does not need to enter the workflow client). Provide a screen shot depicting this embedded workflow functionality in your viewer.

Offline Client Experience

21. Solution provides capabilities for an offline / mobile worker (e.g., access documentation, complete forms, capture signatures, etc.) while disconnected and then synchronize work back into the system.

Mobile Devices

22. Solution provides natively-built interfaces to standard mobile devices - iPad, iPhone, Windows Surface tablets, and Android phone and tablets.
Client Deployment

23. System offers a ClickOnce or MSI-deployable solution for the client interface, minimizing administration overhead and supporting IT policies.

E-Mail Integration

24. Solution allows drag-and-drop import of messages into the ECM system using e-mail client folders in order to automate the classification and indexing of e-mails and attachments (e.g., users could create a folder for purchase orders, one for invoices, another for resumes, etc.).

25. Solution allows e-mails and attachments to be automatically imported and fully indexed into the system without any user intervention or data entry.

26. List the versions of Microsoft Outlook that you support.

27. Solution provides an integration with IBM Notes.

E-Mail Integration to Workflow

28. Solution allows the user to access the ECM system’s workflow processes from the e-mail client interface, with the ability to decision items (execute tasks) and view related documents directly from the e-mail message notification.

29. Solution supports single instance storage of both e-mail and attachments. For example, e-mails and attachments are only stored once in the E-mail Archive, with the sender and all recipients pointing to one record / file.

30. Solution provides the ability for users to access an e-mail in the archive directly from their ECM or e-mail client.

31. Solution provides the ability to search on e-mail index values and / or perform a full-text search on e-mail and attachment content.
Capture

1. Describe the breadth of your solution’s native, individual capture solutions.

2. Describe your ability to scan documents and information (central and remote).

3. Describe your ability to Quality Assurance (QA) documents once electronically captured (centrally and remotely).

Describe your ability to import documents and information (central or remote).

5. Describe your ability to automatically classify documents.

6. Describe your ability to extract information and index documents (centrally and remotely).

7. Describe your ability to define and apply business rules to validate extracted data.

8. Describe the user experience during verification.

9. Describe your ability to deliver images and data to a destination of choice.

10. Describe the system’s ability to capture and index documents from remote users through either a web-based connection or disconnected method.

11. Describe the system’s ability to perform QA/verification of captured image documents. For instance, the solution should provide options to QA image quality and/or index accuracy. It should also provide a simple image re-scan process.

12. Solution’s capture process allows for page separation and retrieval. This should include the separation of image and PDF file types.

Electronic

13. Describe your solution’s capabilities related to electronic capture.

14. Describe your solution’s ability to full-page Optical Character Resolution (OCR).

15. Describe the solution’s support of sweeping images and other file types from a network directory, providing an indexing interface for viewing those documents while classifying and indexing them.
**Application-Specific Integration**

16. Describe the ability to import content into your repository from directly within an application such as Microsoft Word or Excel.

**Workflow**

17. Describe the ability of your capture solution to integrate with your workflow engine.

**SharePoint Integration**

18. Describe the capabilities you offer for scanning through the Microsoft SharePoint interface.

**Computer Output to Laser Disc (COLD)**

19. Solution provides ability to easily and quickly configure the ingestion of print streams.

20. Solution provides ability to parse a print stream and index documents in one process. The solution should be able to handle multiple types of print streams. List those supported by your system.

**Fax/Multi-function Devices/Printing (MFD/MFP) Integration**

21. Solution provides ability to integrate with other devices (e.g., fax, MFD, MFP, etc.) as a means of ingesting documents into the system.

**Indexing**

22. Describe the indexing capabilities available within your solution.

23. Describe your capture process’s ability to automatically fill several index values on a document based on a primary index value that triggers the automatic look-up of additional index information already contained within the system.

24. Describe your solution’s ability to automatically search for sensitive data and intelligently generate redacted zones.
Recognition Technologies

25. Describe the system's ability to natively provide data and text extraction capabilities for scanned image documents, including OCR, Intelligent Character Recognition (ICR), Optical Mark Recognition (OMR), bar codes, and signature detection, in order to provide hands-off processing of scanned documents directly into the system without involving third-party software applications.

Image Management

26. Describe the solution's ability to control and track the modification of documents through multiple revisions, allowing users to view prior revisions and track document history. The solution should clearly display the number of revisions associated with a specific document. The solution should allow for the addition of comments per revision.

27. Solution provides ability to stamp a specific revision of a document as a version, limiting which revisions of a document a certain user can see.

Electronic Signature

28. Describe the native ability to associate an electronic signature with an event managed by your solution.

29. Solution provides one central Graphical User Interface (GUI) for administration and deployment of capture products.

Configuration

30. Describe the out-of-the-box configurable options related to your solution's scanning interface.

Scalability

31. Describe the features that enable your system to scale for high-volume imaging applications.
Manage

User Environment

1. Solution’s workflow configuration and user interface environments are integrated with the rest of the ECM solution (i.e., you can access the workflow interface from within the client environment).

Process Design

2. How many configurable workflow business rule templates are available out-of-the-box with your system? Explain what parameters are available, excluding any scripted capabilities, upon configuration.

3. How many configurable workflow actions are available out-of-the-box with your system? Explain what parameters are available, excluding any scripted capabilities, upon configuration.

4. Is there a graphical flow design tool to model processes?

Process Initiation

5. Solution allows documents to be added to a workflow in several different ways, including:
   - Scanning
   - Enterprise text report processing
   - Electronic forms processing
   - Document import processing
   - API
   - E-mail interface
   - Drag and drop from a line-of-business application screen
   - Adding documents already stored within the solution’s repository to a workflow process at a specific point-in-time

6. Immediately upon import, based on the document type, the solution automatically identifies with which workflow processes to associate a given document.

Configuration

7. Solution provides ability for the workflow process to interact directly with defined Web services, allowing external data received to be used as part of a workflow process (e.g., confirm a delivery date from a website such as ups.com). This is to be accomplished out-of-the-box with point-and-click configuration.

Work Distribution

8. Solution allows for the automatic distribution and sorting of work based on load balancing rules. Rules should include role, availability, percentage, order of arrival, index values, or the size of existing workloads for users, as well as custom-built work distribution rules. This load
balancing should also allow for the rebalancing of work to users if inequity is discovered within the workflow processes.

User Experience

9. Solution provides for customized instructions to be displayed within the workflow application, directing the end user on what functionality they can or should execute.

Decision Making

10. Describe the system's ability to dynamically query, directly within the workflow interface, related documents associated to the transaction to provide better decision making.

11. Describe your workflow solution's ability to provide out-of-the-box visual indications of missing documents required of a work packet.

12. Describe your workflow system's ability to conditionally present a targeted set of user tasks, based on role and step of the process, to assist with processing decisions.

13. Describe the system's ability to retrieve or perform activity on related documents that may exist in the solution's ECM repository (file server), outside of the documents that currently exist within various stages of the workflow process.

14. Describe the system's ability to provide for a document in a workflow to check an attribute (document property or index value) on a related document and make a processing decision, such as how the document is to be routed, based on pre-configured logic and rules.

15. Solution provides the ability to perform parallel processing by automatically routing a single document through multiple business processes simultaneously and allowing multiple users to access and work on the same document.

16. Upon execution of a task within a workflow process, solution provides the ability to automatically present a prompt requesting additional information for downstream processing (e.g., hiring manager determines a candidate as a "no fit" for a given position and is prompted for feedback on candidate’s positioning for a role elsewhere in the organization). This is to be accomplished out-of-the-box with point-and-click configuration.

Routing

17. Many workflow processes require the user to select a simple decision task such as “approve” or “deny.” Explain how additional out-of-the-box tasks can be presented to users, allowing them to execute more business-specific functions (e.g., simple tasks such as print, annotate, and e-mail; advanced tasks such as calling out to external systems, advanced routing, document composition, or the creation of an e-form).

Integration

18. Solution provides the ability to present and access workflow from the locations noted below. This should be accomplished out-of-the-box or through a productized offering. Provide a screen shot depicting this functionality within these viewers:
• iPad
• iPhone
• Windows Tablets
• Android
• Standard Client
• Outlook
• URL String
• Web Client
• Line-of-Business Application
• SharePoint

**Process Modeling and Analysis**

19. Solution includes native capabilities to provide or have partnerships for business rules engine, process modeling, process simulation, and process reporting.

20. Solution supports, out-of-the-box, the graphical design of workflows with a Business Process Model and Notation (BPMN)-compliant designer.

21. Solution's BPMN-compliant designer is able to produce Business Process Execution Language (BPEL) standard language.
Business Activity Monitoring

22. Solution provides a native, configurable workflow dashboard to monitor, in real time, the workload of end users. This should provide for an automatic visual notification within that dashboard when a process threshold has been crossed. Provide a screen shot so that we may have a visual representation of this.

23. Solution provides for a browser-based workflow dashboard to be displayed natively through your client interface or Microsoft SharePoint without any custom coding. Provide a screen shot so that we may have a visual representation of this.

Reporting

24. Solution produces reports utilizing custom transactions (e.g., approval time stamps added by a specific user during a transaction).

25. Solution provides preconfigured workflow reports that detail processing information such as:
   - Average Time to Process Document per Lifecycle
   - Daily Workflow Usage
   - Document Process Time per Workflow Queue
   - Documents Processed per Queue
   - Documents Resident per Queue
   - High or Low Document Processing Identification
   - Queue Processing Time per User in Minutes

Describe the specific report(s).

Electronic Forms

26. Workflow solution will include, at no additional cost, your native electronic forms application.

27. Solution supports the use of electronic forms natively without requiring the purchase of any proprietary forms software.

28. Solution’s electronic forms offering will be architected in a way to interact with other parts of your ECM repository including:
   - Document import capture
   - Web (online form submission)
   - Web portal and SharePoint (form creation / submission through portal)
   - Index value design and structure
   - Cross-referencing or connecting related documents
   - Notes / annotations
   - Workflow (form auto-triggers a workflow process)
   - E-mail (form viewed as attachment)
29. In addition to your native electronic forms solution, the solution will provide for integrations with popular forms software like Microsoft InfoPath to allow users to complete forms created with these products and process them directly into the system repository.

30. Solution maintains revision control on electronic forms to offer flexibility to display forms in their submitted state or with a new layout, allowing business processes to advance.

31. While completing an electronic form, users have the ability to attach documents to it, allowing those documents to automatically be associated with the form.

Case Management

32. Solution provides the ability to configure case management and business process apps to support people-intensive business activities such as issue resolution, service request management and investigative work.

33. Solution provides tools to design and configure relational database models to support case management and business processes apps.

34. Solution provides structured and unstructured information in a single view.

35. Solution includes an integration with Microsoft Outlook to allow users to access their case management and business process apps directly from their email client.

36. Solution provides a calendar view of work assignment deadlines and events to assist workers with prioritization of their work.

37. Solution should provide dashboard views that allow easy filtering, reporting and drill-down of data.
Integrate

Non-Programmatic Integration

1. From a data-centric business application, based on account/record information presented on the screen, system allows users to retrieve ECM-stored documents without custom programming, API programming, scripting, or modifications to the existing application.

2. Solution provides the ability to execute separate and distinct document retrievals from sections/fields on the screen.

3. Beyond retrieval, solution allows for other ECM functions to be performed, non-programmatically (i.e., point-and-click configurable), within the business application. This includes the ability to execute ALL of the following ECM functions from a single screen:
   - Index ECM stored documents using data on the business application screen
   - Present user with a workflow step in context with the business application screen
   - Launch a complete set of related documents presented in a tabbed folder view
   - Launch scanning interface to perform ad hoc capture related to the account/record
   - Create a scanning cover sheet with bar codes using data from the business application screen
   - Retrieve documents based on a custom query from the business application screen
   - Index captured documents using data from more than one screen within more than one business application
   - Launch and complete an electronic form to track an event or start a workflow process
   - Create a form letter from a Microsoft Word template, using data on the business application screen

4. Non-programmatic configuration enables your system to be auto-aware of any business application that is integrated for document retrievals (meaning a user does not have to manually declare the business system in which they are working).

5. Solution provides http URL requests to retrieve documents, present workflow interfaces, and present a folder interface in lieu of custom programming.

6. Solution provides integrations with e-mail clients like Microsoft Outlook, IBM Notes, and Novell GroupWise, allowing users to access ECM functionality (capture, workflow, search and more) and import e-mails and attached documents into the repository directly from their e-mail interface.
Programmatic Integration

7. System offers well documented, robust Application Program Interface (API). Describe in detail.

8. Explain your existing API training program available to help organizations extend their ECM investment.

Synchronization

9. Solution offers an easily configurable Simple Object Access Protocol (SOAP) and/or Representational State Transfer (REST) for accessing Web Services.

10. Solution offers the ability to synchronize data in real-time behind the scenes.

11. Solution guarantees the delivery of data exchanged between systems in the event of an outage.

12. System offers the ability to trigger events when information changes in the business system or the ECM system.
Store

Records Management

1. Records management functionality provided by the solution is native without requiring integration with a third-party or external Records and Information Management (RIM) tool.

2. Solution provides the ability for documents to be automatically declared as records without any user interaction.

3. Solution allows for multiple documents to be grouped together and treated by the system as a single record, with a single retention plan.

4. Solution provides the ability for a document(s) to be dragged and dropped into a record (folder of documents) and have this new document automatically inherit the records management policy.

Record Types

5. Solution allows users to capture, declare, and store electronic records (e.g., emails, word processed documents) in their native formats, including e-mail, electronic forms, physical items, images, text files, and Office documents.

Hold

6. Solution provides the ability to place a hold (or multiple holds) on a record, as in the case of an audit or legal discovery.

Auditing

7. Solution provides the ability to identify both complete and incomplete records across the entire repository.

Workflow

8. Describe how you configure records management events (including Open, Closed, Cutoff, Hold, and Final Disposition) to be automatically posted to a record from within your workflow engine.

Purging

9. Solution provides a variety of destruction options, including the ability to keep both index values and files permanently, keep only index values, or purge both index values and files with or without a history log (certificate of destruction).

Administrative

10. Solution provides an administrative view of physical record locators either pending check-out (requested) or currently checked out with appropriate location information (item name, user in possession, expected return date, identifier, repository, repository name).
Searching

11. Solution provides an easy way for administrators to locate/filter records.

Encryption

12. Solution provides the ability to partially or fully encrypt data and documents using advanced AES 256-bit encryption as established by the U.S. National Institute of Standards and Technology (NIST).
Measure

Auditing
1. Solution provides the ability to access a document-level audit trail directly from the document.

2. Describe what is natively tracked in your out-of-the-box audit trail.

3. Solution allows a system administrator to perform an ad hoc audit on system-related activities from within the client (e.g., identification of all documents accessed by a recently released employee).

4. Solution allows an administrator to create custom audit log entries tied to workflow progress for generating business process reports.

Reporting
5. Solution's reporting tool directly integrates with Microsoft Excel, allowing users to build reports natively in Excel utilizing the ECM system attributes.

6. Solution provides, within Microsoft Excel, point-and-click data mining and modeling of text-based reports stored within your repository.

Exception Reporting
7. Solution provides a report out-of-the-box (with no custom coding) that identifies matched, unmatched, or missing numeric and/or character index values between a primary document and secondary document(s) (i.e., automated reconciliation report).

8. Based on the exception identified, solution automatically routes exception items from the exception report to a workflow for proper resolution. This should be accomplished without any coding.

Visibility
9. Solution provides real-time visibility without involving internal technical resources.

10. Solution provides the ability to create visual, interactive dashboards for monitoring system and process health in real-time, without any coding.

11. Solution provides the ability to access dashboards from anywhere.
d) Technical Requirements

System Architecture

Index Value Configuration

1. System supports an unlimited number of index values per document.

2. Provide an overview of the different metadata types you support (e.g., date, date and time, currency, specific currency, alphanumeric, numeric, floating point, etc.).

3. Solution provides point-and-click configuration for index values, with multiple pre-configured formats (e.g., date: dd/mm/yyyy, month/dd/yy, mm-dd-yy).

Index Value Addition

4. Describe your system's ability to define multiple instances of the same index value field to a single document without any programming. Explain how this is accomplished.

Index Value Look-Ups

5. Solution provides the ability to store index value sets that can later be used to auto-index documents by entry of only a single primary value. This enables simplified indexing and more flexible retrieval by allowing users to enter a single index value and have all related index values auto-populate.

Index Value Updates

6. Provide a detailed explanation of how your system can re-index documents, at a global level, without programming. The solution should provide for index values to be updated or replaced on multiple documents at once without custom programming or scripting.

7. Solution provides a means of purging, with just a few clicks, those index values that are no longer being used (saving database space and optimizing performance).

Index Value Validation

8. Describe validation of attribute values, including data sets, masking, etc.

Index Value Security

9. Describe how you are able to restrict a user's ability to view documents based on document keyword values?

Classification

10. Describe how the system classifies/categorizes content. Is categorization of content configurable?
11. Solution supports an unlimited number of document types within the system.

12. System supports the organization of documents into folder-type structures. Explain how this is accomplished.

Document Linking

13. Solution provides an underlying ability to easily pre-define document relationships for use in search and retrieval.

Database

14. Are there limitations (from a database perspective) regarding how many documents can be stored within the system?

Scalability

15. Does the system provide scaling-up as well as scaling-out deployment capabilities?

Storage Options

16. Solution allows the archiving of documents to various media, including:
   - Windows file servers, to allow the leveraging of Share and NTFS permissions
   - Archiving of documents to Linux file servers
   - Archiving of documents to Unix file servers
   - Integrate with IBM Tivoli Storage Management
   - Integrate with EMC Centera
   - NetApp
   - Plasmon Archive Appliances
   - CD, DVD or Blu-ray

Storage Formats

17. Solution stores documents in their original, native file format, not in a proprietary format, so that we are not forced to use your software to access our data.

18. How many native file formats do you support? For unique file types, explain how you handle storage.

Export

19. Solution should contain an export tool for massive exporting of content in a non-proprietary format. This should supply both the document and the index values.

Off-line

20. Users have the ability to check documents out of the system for access via a localized copy that can be worked on off-line, checked back in, and processed automatically.
**Administration**

21. For increased efficiencies in backup and database sizing, content is stored with pointers in the database to file storage locations, as opposed to a blob in the database.

**Fail-Over / Redundancy**

22. System's storage architecture allows for documents and images to be stored at different physical locations for the purpose of high availability or disaster recovery. If one of the locations were to have a failure, there would be no interruption of access to the documents.

**Security**

23. System must have the option to limit access to the storage locations based on service accounts.

**Encryption**

24. Solution provides the ability to encrypt data at the database level and at the file storage level, as well as content that has been backed up / at rest.
e) Configuration Requirements

Administration Interface

1. System provides an interface for the point and click configuration and administration of all major system components (e.g., import processing, document type configuration, index value configuration, workflow, create rapid no code/low code applications, user groups and rights, storage structure, scanning, records management, foldering, scripting, etc.).

2. Solution allows for ease of configuration, in that most administrative tasks (e.g., adding new document types and index values, user administration, configuring workflows, etc.) can be done by an internal resource as opposed to a third-party software expert.

Configurability Options

3. Quantify the number of configurable options in your solution.

Import Processing

4. Across all of your input/ingestion offerings (e.g., document capture, COLD/ERM, directory imports, document imports, etc.), describe the ease of configuring this content to automatically enter one or many workflow processes upon ingestion.

Workflow Configurability

5. Describe in detail how workflows are designed, created, and the level of scripting or any custom coding that is required.

6. Describe how business users can modify business processes without having to rely on a system administrator to make the changes. This should also allow for continued, uninterrupted access to the system when changes are made.
f) Infrastructure Requirements

Database

1. The database architecture supports multi-vendor platforms, specifically Microsoft SQL and Oracle.

Virtualization

2. Describe your solution’s support for virtualization.
g) Security Administration

Security

1. Describe the depth and breadth of your system's security methodology (rights and privileges), including system's ability to assign security at each of the following levels:

   - User Groups
   - Users
   - Document Type Groups
   - Document Types
   - Index Values
   - Folders
   - Notes
   - Workflow
   - Import Processors
   - Scan Queues
   - Configuration

Authentication

2. Describe the solution's different security options for authentication and authorization when logging into the system (e.g., single or multiple sign-on authentication).

Encryption

3. Ability to encrypt data at the database level, the file storage level, and content that has been backed up/at rest.

4. Describe your solution’s ability to publish select content onto removable media (CD/DVD) in an encrypted format, allowing access to a self-contained / runtime version of your client.

5. Describe your solution's ability to send documents as an encrypted PDF.

PCI Compliance

6. Describe how your system manages highly-sensitive information, that is – information that requires a level of confidentiality.
**Workflow Administration**

7. To accommodate multi-departmental/enterprise deployments involving numerous administrators, explain how your system segregates workflow administration privileges.

**Web Administration**

8. Describe the system's ability for designated users to perform the following administrative tasks via the web-based client:
   - Add new users
   - Change passwords
   - Reset passwords
   - Apply rights to user groups

9. Describe how the solution allows the system administrator to hold a specific number of licenses for different features such as logging into the system, importing documents, or using workflow for specific user groups that must be guaranteed access to these features regardless of who else is logged into the system.

**State and Federal Requirements**

10. Provide a detailed description of how Offeror's software and services will comply with the following state and federal requirements:
   a. 1 TAC §202, Subchapter B: Security Standards for State Agencies
   b. 1 TAC §203, Subchapter B: State Agency Use of Electronic Transactions and Signed Records
   c. 1 TAC §206, Subchapter B: State Agency Websites

**Specific Security Issues**

11. Offerors must address each security issue in detail
   a. Injection
   b. Broken authentication and session management
   c. Cross-site request forgery
   d. SSL configuration
   e. Insecure cookie settings
   f. Sensitive form field with autocomplete
   g. Clickjacking vulnerability
   h. Database users' misconfiguration
   i. Website folder (path) security misconfiguration
   j. No limitation for upload function
   k. Plaintext password saved in database
h) Scalability

Deployment

1. System supports ClickOnce deployment to ease the use of installation and configuration updates.

Test Environments

2. Solution allows for development, test, and disaster recovery environments with no additional licensing fees.

Expansion

3. After our initial investment, we intend to add on additional departments. Describe how your software could accommodate this growth. Is the software contained in one code base?

Redundancy

4. System supports multiple application and web servers in a load balanced configuration environment for redundancy.

Users

5. Provide examples of scalability using real customer examples and metrics:
   - Peak number of users in a single instance at one time
   - Peak number of retrievals per hour
   - Peak number of documents ingested per day
   - Peak number of documents stored in the ECM repository

Index Values

6. System supports an unlimited number of customer-defined, index value fields per document within one storage structure. These fields should be of various formats, including date, currency, alphanumeric, and numeric. (Second class index value fields would include any additional information stored about a document separate from the primary document index structure.)

7. System supports the ability to store multiple values for the same index value instance (e.g., customer name = John Adams and Sara Adams). The population of an additional value(s) should be accomplished with a single mouse click or keyboard short cut.
Image Storage

8. System utilizes a file storage system to store documents, as opposed to storing directly into the database.

Batch Processing

9. Describe how your system supports the ingestion of large volumes of transactions during peak processing timeframes.

Code Base

10. Describe how your system's architecture supports the addition of features and functionality without having to build connectors between the applications in your suite of products.

Capacity

11. What is the maximum number of documents the system can hold?

Document Caching (Distributed and Global Deployments)

12. Does the system deliver efficient access to documents over a Wide Area Network (WAN) (distributed and global environments)?
i) Implementation and Support

**Implementation**

1. Describe your implementation processes and procedures.

2. Provide a tentative timeline (including benchmarks) for this project (include project milestones, tasks and task dependencies and duration, dates when deliverables will be presented for acceptance and acceptance timeframes).

3. Describe the method and frequency of status reports to be provided to TPFA (attach sample template(s)), including identifying, assessing and managing potential risks of the project.

4. Identify the name of the Respondent’s primary contact for this project.

5. Identify key vendor staff (and title) to be assigned to this project team.

6. Provide resumes for each key project team member; include information on their professional employment, education, professional training, and professional certifications.

7. Describe the roles and responsibilities the vendor will have during an implementation.

8. Describe the roles and responsibilities the customer will have during an implementation.

9. Describe the number of customer resources necessary for ongoing maintenance of the system.

10. Describe the number of environments (test, production) supported in an implementation of your system and the cost of each.

11. Describe your issues’ resolution process.

**Technical Support**

12. Describe your technical support organization and structure.

13. How many support centers do you operate?

14. What hours is your Technical Support department available?

15. Describe how support issues are logged.

16. Describe the designated support representative that will be assigned.
17. Do you provide a way to check the status of an issue online?

18. Detail your problem escalation procedure.
Software Support

19. When was the first version of your solution released?

20. Describe how consistently new versions of the software are released.

21. Describe how software changes or enhancements are incorporated into a release.

22. Explain how long a release is maintained.

23. Detail the software license costs or upgrade costs typically incurred with an upgrade to a new release.
j) Training

1. Describe the different training options available to TPFA staff and the interactive methods employed by your company to keep trainees attentive and involved (e.g., use of quizzes, case studies, Q&A sessions, participation control, demonstrations).

2. Does your company provide live on-site classroom or instructor-led training? Tele-videoconferencing?

3. Does your company provide computer-based training? If so, discuss the types (e.g., text-only, CD-ROM, multimedia, virtual reality).

4. Can potential customers preview training prior signing a contract?

5. Can TPFA tailor training to their operations?

6. Does your company a train-the-trainer technique or approach?

7. Does your company provide Web-enabled training courses and tutorials?

8. Does your company have a website dedicated to training?

9. Does your company offer certificated training courses?

10. Does your company offer subscription-based training services?

11. Discuss how accessible technical staff are to answering questions and providing support.
k) Proposed ECM Solution and Pricing

1. Identify the ECM solution(s) your company is offering.

2. Summarize the pricing for an on-premise solution and/or a cloud-based platform solution broken down by Software, Implementation, Training, Annual Maintenance.

3. Provide pricing options for each platform offered, i.e., monthly subscription, purchase of software license, etc.

4. For each platform and pricing option, list and describe each component/application offered. This detail must tie back the pricing summary by category (e.g., Software).

5. All costs associated with the Software and Services, as defined in this RFO, must be clearly stated and included with each offer.

6. Describe any optional features, products or services that would benefit TPFA, but are not part of the minimum requirements of this RFO. Offeror shall provide line-item pricing for each option.

7. Identify strategic partnerships and their third-party products/components.

8. Please provide your DIR Contract Number if Offeror's ECM solution is currently available under a contract with the Texas Department of Information Resources (DIR).
I) Reference List

Provide at least four (4) state agency clients that are still running an ECM solution with active maintenance and support contracts, who have implemented an ECM solution similar to the one proposed for TPFA. For each reference, attach a supplemental sheet that provides a concise description of the engagement, covering the client objectives and ECM solution(s) offered.

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| State: |  |
| Concurrent Users: |  |
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| Earliest Go Live Date: |  |
| Contact Person: |  |
| Telephone Number: |  |
| Email Address: |  |

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| Concurrent Users: |  |
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| Earliest Go Live Date: |  |
| Contact Person: |  |
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m) Specimen Contract Documents/Other Related Attachments

[Offeror should include specimen contract documents and any other related attachments].
n) Audited Annual Financial Reports

[Submit a copy of your audited annual financial report for the two (2) most recent completed years].
o) HUB Subcontracting Plan (HSP)

[Offeror shall complete and submit the HSP Plan document with this RFO. The form, which includes a Quick Checklist, is attached to this RFO, and is also located at: http://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf.]
p) Execution of Offer

By signature hereon, Offeror represents and warrants that:

1. The provisions in this Execution of Offer apply to Offeror and all of Offeror’s principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFO or any contract resulting from it.

2. Offeror’s intent is to furnish the requested software and services at the prices quoted in its Offer.

3. Offeror prices include all costs of Offeror in providing the requested software and services that meet all specifications of this RFO, and that its prices will remain firm for acceptance for a minimum of sixty (60) days from deadline for submission of Offer.

4. Offeror employees, including ‘replacement employees’, will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFO.

5. Offeror has no actual or potential conflicts of interest in providing the requested items to TPFA under the RFO and any resulting contract, if any, and that Offeror’s provision of the requested items under the RFO and any resulting contract, if any, would not reasonably create an appearance of impropriety.

6. Pursuant to Section 2155.003, Texas Government Code, has not given, 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 Offer.

7. Payments due under this Contract shall be applied to any debt or delinquent tax Offeror owes to the state until such debt or delinquent tax is paid in full.

8. Offeror is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.

9. Pursuant to 15 U.S.C. Section 1, et seq. and Texas Business and Commerce Code Section 15.01, et seq., neither Offeror nor the firm, corporation, partnership, or institution represented by Offeror, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Offer made to any competitor or any other person engaged in such line of business.

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

11. The individual signing this document and the documents made part of this RFO and Offer is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this Offer.
12. If Offeror's address is shown as a Texas address, Offeror qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).

13. Pursuant to Section 2155.004(a), Texas Government Code, Offeror represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFO has received compensation for participation in the preparation of specifications for this RFO. In addition, under Section 2155.004, Texas Government Code, Offeror certifies that the individual or business entity named in this Offer or any contract resulting from this RFO is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

14. Offeror certifies that pursuant to Texas Family Code, Section 231.006 (relating to child support), it is not ineligible to receive the specified payment and acknowledges that any resulting contract may be terminated and payment withheld if this certification is incorrect.

15. In accordance with Section 2155.4441, Texas Government Code, Offeror agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

16. Offeror represents and warrants that TPFA’s payments to Offeror and Offeror’s receipt of appropriated or other funds under any contract resulting from this RFO are not prohibited by Sections 556.005, 556.0055 or 556.008, Texas Government Code.

17. The offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Offeror is in compliance with the State of Texas statutes and rules relating to procurement and that Offeror is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.state.gov/j/ct/rls/other/des/122570.htm.

18. Sections 2155.006 and 2261.053, Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004, Texas Government Code, occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Offeror certifies that the individual or business entity named in its Offer is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.

19. Offeror is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Offeror or any of the individuals or entities included in Part 1 of this Section VIII within the five (5) calendar years immediately preceding the submission of Offeror's Offer in response to this RFO that would or could impair Offeror's performance under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to TPFA's consideration of Offeror's Offer. If Offeror is unable to make the preceding representation and warranty, then Offeror instead represents and warrants that it has included as a detailed attachment in its Offer a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Offeror's performance
under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to TPFA’s consideration of Offeror’s Offer. In addition, Offeror represents and warrants that it shall notify TPFA in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TPFA shall constitute breach of contract and may result in immediate termination of any agreement resulting from this RFO.

20. Offeror and each of its subcontractors have the requisite resources, qualifications and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of TPFA’s objectives.

21. Neither Offeror or any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, proposed in the Offer has been convicted of a felony criminal offense, or that if such a conviction has occurred Offeror has fully advised TPFA of the facts and circumstances in its Offer.

22. Offeror has conducted a due diligence process in familiarizing itself via TPFA’s website, http://www.tpfa.texas.gov/ and/or via the Question and Answer phase of this RFO with TPFA’s operations and the type of debt instruments issued by the agency for the purpose of determining the type of application software (and specific modules) offered to TPFA to meet requirements and needs.

Offeror has read and agrees to all terms and conditions of this RFO, unless Offeror specifically takes an exception and offers an alternative provision in Offeror’s proposal as provided in Section IV(H) of the RFO.

**Authorized representative on behalf of Offeror shall complete and sign the following:**

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Date Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name &amp; Title of Authorized Representative</td>
<td>Phone Number</td>
</tr>
<tr>
<td>Company Name (“Offeror”)</td>
<td>Fax Number</td>
</tr>
<tr>
<td>Federal Employer Identification Number</td>
<td>E-Mail Address</td>
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<tr>
<td>Physical Street Address</td>
<td>City, State, Zip Code</td>
</tr>
<tr>
<td>Mailing Address, if different</td>
<td>City, State, Zip Code</td>
</tr>
</tbody>
</table>
While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a *continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a *continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.*
HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders’ contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent’s subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: __________________________ State of Texas VID #: __________________
Point of Contact: __________________________ Phone #: __________________
E-mail Address: __________________________ Fax #: __________________

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

(c. Requisition #: __________________________ Bid Open Date: ________________ (mm/dd/yyyy)

*continuous contract
SECTION 2: RESPONDENT’s SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.282, a “Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
   - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
   - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

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<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
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<td>Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.</td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.</td>
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(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
   - Yes (If Yes, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed.)
   - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the “Agency Special Instructions/Additional Requirements.”
   - Yes (If Yes, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed.)
   - No (If No, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed.)

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SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

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Aggregate percentages of the contract expected to be subcontracted: % % %

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SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded “No” to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded “No” to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).

- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency’s prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.

- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company’s headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature: ____________________________ Printed Name: ____________________________ Title: ____________________________ Date (mm/dd/yyyy): ____________________________

Reminder:

➢ If you responded “Yes” to SECTION 2, Items c or d, you must complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b.

➢ If you responded “No” SECTION 2, Items c and d, you must complete an “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed in SECTION 2, Item b.
**SECTION A-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
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**SECTION A-2: SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at [http://mycpa.cpa.state.tx.us/tasscmblsearch/index.jsp](http://mycpa.cpa.state.tx.us/tasscmblsearch/index.jsp). HUB status code “A” signifies that the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>Texas VID or federal EIN</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.
HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: ____________________________ Requisition #: ____________________________

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: ______ Description: ____________________________

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)
☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/passcmblsearch/index.jsp. HUB status code “A” signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas VID (Do not enter Social Security Numbers)</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Did the HUB Respond?</th>
</tr>
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<tbody>
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</tbody>
</table>

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

<table>
<thead>
<tr>
<th>Trade Organizations or Development Centers</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Was the Notice Accepted?</th>
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</thead>
<tbody>
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<td>☐ - Yes ☐ - No</td>
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</tbody>
</table>
**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

   Item Number:______  Description:________________________

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1.** Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at [http://mycpa.cpa.state.tx.us/tppasscmblsearch/index.jsp](http://mycpa.cpa.state.tx.us/tppasscmblsearch/index.jsp). HUB status code "A" signifies that the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>Texas VID or federal EIN</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMEMBER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.
In accordance with Texas Government Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

<table>
<thead>
<tr>
<th>SECTION A: PRIME CONTRACTOR'S INFORMATION</th>
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<tbody>
<tr>
<td>Company Name: ___________________________</td>
</tr>
<tr>
<td>Point-of-Contact: _______________________</td>
</tr>
<tr>
<td>E-mail Address: _________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name: ______________________________________</td>
</tr>
<tr>
<td>Point-of-Contact: _________________________</td>
</tr>
<tr>
<td>Requisition #: ________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Potential Subcontractor's Bid Response Due Date:</td>
</tr>
<tr>
<td>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than ____________________________ on ____________________________, Central Time and Date (mm/dd/yyyy).</td>
</tr>
</tbody>
</table>

**In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).**

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable


5. Location to review plans/specifications: ☐ - Not Applicable