



# Texas Workforce Commission

## Request for Offer

TWC Child Care Website

**3202400135**

Class	Item	Description
915	96	*Web Page Design, Management and Maintenance Services

**Issued: May 9, 2024**

**Responses Due: June 20, 2024 10:00AM CT**

## **SOLICITATION CONTENTS**

The list below contains a summary of the documents comprising this Request for Offer (RFO) issued by Texas Workforce Commission (TWC). The Successful Respondent shall be responsible for fulfilling all requirements contained in these documents.

TWC Child Care Website RFO (this document)

### **a. Attachments**

- i. Attachment 1 TWC Terms & Conditions
- ii. Attachment 2 Execution of Offer Form
- iii. Attachment 3 Voluntary Product Accessibility Template (VPAT)
- iv. Attachment 4 Vendor Accessibility Development Services Information Request (VADSIR) Questionnaire
- v. Attachment 5 Statement of Work (SOW)
- vi. Attachment 5 SOW Appendices A-D
- vii. Attachment 6 Data Center Services (DCS) and DCS Templates
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- ii. Response Package 2 – Response to Service Requirements (See Table 6)
- iii. Response Package 3 – Pricing (See Table 7)
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## DEFINITIONS

As used in this Solicitation, unless a different definition is specified or the context clearly indicates otherwise, the following terms have the meanings assigned below:

<b>Term</b>	<b>Definition</b>
Addendum	A written addition, change, or supplement to this Solicitation that is posted to the ESD and issued prior to the response due date.
AOC	Award of Contract.
ALM	Application Lifecycle Management; web-based application tool used to manage a product's entire lifecycle; also referred to as Hewlett-Packard (HP) ALM.
API	Application Programming Interface. A set of subroutine definitions, communication protocols, and tools for building software.
ATO	Authority to Operate.
AWS	Amazon Web Services.
Audit Trail	A security-relevant chronological record, set of records, and/or destination and source of records that provide documentary evidence of the sequence of activities that have affected at any time a specific operation, procedure, or event. Also called an audit log.
BAFO	Best and Final Offer.
BEST	Business Enterprise Strategic Technology Team.
Board	Refers to Local Workforce Development Boards; also referred to herein as LWDBs. See also LWDB.
Business Day	Days occurring Monday through Friday except for the legal holidays observed by the State of Texas. All uncapitalized references to "days" shall be calendar days.
CCB	Change Control Board.
CCDBG	Child Care and Development Block Grant.
CCPs	Child Care Providers.
CCW	TWC Child Care Website.
CI	Configuration Items.
CISO	TWC Chief Information Security Officer.

<b>Term</b>	<b>Definition</b>
Code Freeze	When development is done and UAT is complete and signed off.
Competitive Range	Consists of the offers that have a reasonable chance of being selected for award based on the evaluation criteria and basis for award as stated in this Solicitation.
Contract	The written agreement entered into by the TWC and Successful Respondent, which will incorporate the contents of this RFO and the Successful Respondent's Response, except as may be provided in the Contract and any amendments thereto.
Contract Term	The definite period of time that the Contract will remain in effect.
CPA	Texas Comptroller of Public Accounts.
CSS	Central Security Service.
Days	Calendar days unless specified otherwise.
DCS	Data Center Services. Provided through DIR.
Deliverable	In accordance with Attachment 7, Deliverables, a vendor-provided tangible item or outcome that TWC reviews and approves at a specified date/frequency during the term of the Contract, excluding reports that are managed/monitored through other defined processes. Deliverables may have certain attributes that impact the review and acceptance.
DED	Deliverables Expectation Document.
DIR	Texas Department of Information Resources.
DR	Disaster Recovery.
DRBCP	Disaster Recovery Business Continuity Plan.
DNS	Domain Name System.
DoS	Denial-of-service.
EEO	Equal Employment Opportunity.
EIR	Electronic and Information Resources.
ESBD	Electronic State Business Daily, an online platform, administered by the Statewide Procurement Division (SPD) of Comptroller of Public Accounts, that publishes solicitations for the purpose of informing Respondents of procurement opportunities and provides public notice of contract awards. The ESBD may

Term	Definition
	currently be accessed at <a href="http://www.txsmartbuy.com/esbd">http://www.txsmartbuy.com/esbd</a> .
FAQs	Frequently Asked Questions.
FedRAMP	Federal Risk and Authorization Management Program; a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
FERPA	Family Educational Rights and Privacy Act. A Federal law that protects the privacy of student education records.
FIPS	Federal Information Processing Standards.
GIF	Graphics Interchange Format: a file format that supports both static and animated images.
HIPAA	Health Insurance Portability and Accountability Act of 1996: a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge.
HLA	High Level Architecture.
HSC	Hardware Services Charges.
HSM	Hardware Security Module.
HSP	HUB Subcontracting Plan: written documentation regarding the use of subcontractors, which is required to be submitted with all Responses for state agency contracts with an expected value of \$90,000 or more and where TWC has determined subcontracting opportunities are probable. The HSP subsequently becomes a provision of the awarded Contract and shall be monitored for compliance by TWC during the term of the Contract.
HTML	Hypertext Markup Language (HTML).
HUB	Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code and Title 34 of the Texas Administrative Code § 20.282.
IDaaS	Identity as a Service.
IaaS	Infrastructure as a Service.
IMS	Integrated Master Schedule.
IP	Internet Protocol.

Term	Definition
IRS	Internal Revenue Service.
IT	Information Technology.
IV&V	Independent Verification and Validation.
JAWS	Job Access With Speech: a screen reader.
JPG or JPEG	A compressed image format for containing digital images.
LOE	Level of Effort.
LWDB	Local Workforce Development Board created pursuant to Texas Government Code § 2308.253 and certified by the Governor pursuant to Texas Government Code § 2308.261. There are twenty-eight (28) Local Workforce Development Boards in Texas. Also referred to herein as Board.
M&O	Maintenance and Operations.
MP3	MPEG Layer III: an audio file format.
MVP	Minimal Viable Product.
NSA	National Security Agency.
NIST	National Institute of Standards and Technology.
OAG	Texas Office of the Attorney General.
OCM	Organizational Change Management.
PaaS	Platform as a Service.
PDAA	Policy Driven Adoption for Accessibility.
PDF	Portable Document Format.
PHS	Procurement and HUB Services, a division of TWC.
PMO	TWC Project Management Office.
Project	For purposes of this Solicitation and resulting Contract, if any, references to "Project" in this section refer to the design and development of the TWC CCW.
QA	Quality Assurance.
RBAC	Role-Based Access Control. A method of regulating access to computer or network resources based on the roles of individual users within an enterprise.
Respondent	Any individual or entity that submits a Response. This term includes anyone acting on behalf of the individual or entity that submits an offer, such as an agent, employee, and representative. Unless the Contract clearly indicates otherwise, all Terms and Conditions of this Contract that refer



Term	Definition
	to Respondent apply with equal force to Successful Respondent.
Response	A Respondent's submittal to this RFO.
REST	Refers to an architectural style for designing networked applications.
RFO	Request for Offer, this document.
ROM	Rough Order of Magnitude.
RPO	Recovery Point Objective.
RSS	Really Simple Syndication: refers to files easily read by a computer called Extensible Markup Language (XML) files that automatically update information.
RTO	Recovery Time Objective.
SaaS	Software as a Service.
Scalability	<p>Scalability is the property of a system to handle a growing amount of work by adding resources to the system. Scalability can be measured over multiple dimensions, such as:</p> <ul style="list-style-type: none"> <li>• <i>Administrative Scalability</i>—the ability for an increasing number of organizations or users to access a system;</li> <li>• <i>Functional Scalability</i>—the ability to enhance the system by adding new functionality without disrupting existing activities;</li> <li>• <i>Program Scalability</i>—the ability to maintain effectiveness during the addition of new or changes to existing programs;</li> <li>• <i>Load Scalability</i>—the ability for a distributed system to expand and contract to accommodate heavier or lighter loads, including, the ease with which a system or component can be modified, added, or removed, to accommodate changing loads;</li> <li>• <i>Generation Scalability</i>—the ability of a system to scale by adopting new generations of components; and/or</li> <li>• <i>Heterogeneous Scalability</i>—the ability to adopt components from a different vendor.</li> </ul>
SCM	Software Configuration Management.
SDLC	Software Development Life Cycle.

Term	Definition
SEO	Search Engine Optimization.
SIT	System Integration Testing.
SLAs	Service Level Agreements: performance measures TWC established for the Successful Respondent to meet while delivering the required services in Attachment 8, Service Level Agreements (SLAs).
SLC	Service Level Credit. A deduction from the Successful Respondent's monthly invoice expressed as a percentage of the agreed upon service delivery fee for the month in which an SLA was not met.
SME	Subject Matter Expert.
Solicitation	Means this RFO, including all exhibits, attachments, forms, and Addenda, if any.
SOW	Statement of Work. Refers to Attachment 5, Statement of Work (SOW).
SPII	Sensitive Personal Identifiable Information.
SSC	Software Services Charges.
SSO	Single Sign On.
State	Refers to the State of Texas and its instrumentalities, including TWC, its officers, employees, or authorized agents, and any other state agencies.
Subcontractor	A person who contracts with a Respondent to work or continue toward completing work for a governmental entity. The term does not include a state agency. The term includes an officer or employee of a state agency when the officer or employee contracts with a Respondent in a private capacity.
Successful Respondent	The Respondent with whom TWC executes a Contract to provide the goods and/or services that this Solicitation requires.
TAC	Texas Administrative Code.
Technology Stack	A list of all the technology services used to build and run one single <i>application</i> . Also called a solution stack or a data ecosystem.
TIF	Tagged Image Format or Tagged Image File Format; an image format used for containing high quality graphics.
TPDF	Texas Project Delivery Framework.

Term	Definition
TX-RAMP	Texas Risk and Authorization Management Program: provides a standardized approach to security assessment, authorization, and continuous monitoring of cloud services that process the data of a Texas state agency.
TWC	Texas Workforce Commission.
UAT	User Acceptance Testing.
UI	User Interface.
URL	Uniform Resource Locator: refers to a location or address identifying where documents can be found on the internet.
Users	Users to include TWC Staff users and LWDB users.
UX	User Experience.
VADSIR	Vendor Accessibility Development Services Information Request.
VPTS	Vendor Performance Tracking System, as described under Texas Government Code § 2262.055 and 34 TAC § 20.115. Reporting requirements and Respondent performance factors considered in VPTS are described in Texas Government Code § 2155.089 and 34 TAC § 20.509.
WAVE	Refers to a suite of web accessibility evaluation tools.
WBS	Work Breakdown Structure.
WCAG	Web Content Accessibility Guidelines.
WCMS	Web Content Management System.
WYSIWYG	What You See is What You Get.

## **1.0 INTRODUCTION**

### **1.1 Purpose**

- a. The objective of this Request for Offers (RFO) is to solicit Responses from qualified Respondents to provide a comprehensive web development and management solution with maintenance and operational support for the Texas Workforce Commission (TWC) Child Care Website (CCW).
- b. As a result of this RFO, TWC expects to receive and evaluate Responses and select one (1) qualified Respondent whose response fully meets all requirements of the Scope of Work (SOW) with whom the Agency can enter negotiations to define final pricing and refine details within the SOW. Section 4.0 – EVALUATIONS, NEGOTIATIONS AND AWARD contains more information regarding the Response evaluation and vendor selection process.

### **1.2 Statutory Authority**

TWC is issuing this solicitation under the authority of Section 2157.006(a)(2) of the Texas Government Code.

### **1.3 Background**

- a. The CCW will offer both parents and Child Care Providers (CCPs) intuitive and interactive consumer information that will seamlessly connect users to information about early childhood learning, high-quality child care, child care industry supports, and the Child Care Services program.
- b. The TWC CCW design, development, and maintenance, which is part of the Child Care Portal project, seeks to satisfy compliance with federal Child Care and Development Block Grant (CCDBG) requirements for a consumer-friendly and easily accessible website as described in 45 Code of Federal Regulation (C.F.R.) Part 98 and as outlined in the Office of Child Care’s Information Memorandum CCDF-ACF-201-02. This project also supports implementation of Texas Government Code § 3155, as amended by H.B. 2607, 87th Leg., R.S., 2021, which mandates Texas Rising Star participation for subsidy providers.
- c. The CCW will:
  1. improve the customer experience through easier navigation, search engine optimization (SEO), and feature support for multiple languages

- (at a minimum, English, Spanish, and Vietnamese);
2. Utilize an adaptive framework, allowing for more user-friendly, responsive access across various devices, including smartphones, tablets, laptops, and desktops; and
  3. Provide a local Child Care Services Office finder.
- d. TWC also seeks a solution that can be hosted in the Texas Department of Information Resources (DIR) Data Center Services (DCS), as mandated by Texas Government Code § 2054.391, using Data Center cloud services. The Web Development and Management Solution with Maintenance and Operational Support Successful Respondent will manage any software necessary to deliver the service and collaborate with DIR DCS providers on all hosting and interface requirements.

## **1.4 TWC Information**

TWC is an administrative agency within the executive branch of the State of Texas, having its principal office at 101 East 15th Street, Austin, Texas 78701. Information regarding TWC and its programs is available online and can be accessed at [twc.texas.gov](http://twc.texas.gov).

## **2.0 SCOPE**

### **2.1 Required Goods and Services**

The Successful Respondent must provide a comprehensive web development and management solution with maintenance and operational support for the TWC CCW in accordance with the requirements as stated in this RFO and all attachments.

### **2.2 Excluded Services**

This RFO is for a comprehensive web development and management solution with maintenance and operational support. No hardware or software products may be offered as standalone items through a Contract resulting from this RFO. In addition, managed services exclude cloud broker services.

### **2.3 Electronic and Information Resources (EIR) Accessibility**

- a. Under Texas Government Code, Chapter 2054, Subchapter M, § 2054.451 *et seq.*, TWC must procure EIR that comply with the Accessibility

Standards defined in the Texas Administrative Codes [1 TAC 206](#), [1 TAC 213](#), and in the [Worldwide Web Consortium WCAG 2.2 AA](#) technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.

- b. Accordingly, all Respondents must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the Software Purchase and Licensing Plan submitted with Respondent's Response as well as the Web Content Management System (WCMS) Platform, if applicable. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such completed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.
- c. Respondents must complete an accurate Vendor Accessibility Development Services Information Request (VADSIR) Questionnaire, which documents Respondent's capability or ability to produce accessible EIR.
- d. Respondents that claim their products are exempt from Accessibility requirements must present that position to TWC as a question during the Question-and-Answer (Q&A) period of the Solicitation.
- e. Additionally, Respondents must ensure that EIR Accessibility criteria are integrated into key phases of the Project Management Life Cycle including, but not limited to, planning, training, design, development, functional testing, user acceptance testing, maintenance; and report Accessibility status at key project checkpoints as defined by TWC.
- f. In addition to submitting a completed VADSIR, Respondents must complete the Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.
- g. Respondent shall complete:
  - 1. Attachment 3, VPAT;
  - 2. Attachment 4, VADSIR; and
  - 3. Attachment 9, PDAA.

## 2.4 Texas Data Center Services (DCS)

TWC is mandated by Texas Government Code § 2054.391 to use Data Center Services, unless otherwise approved by DIR through DCS Exemption.

Respondent **must** work closely with DCS and DCS Service Providers to establish the infrastructure for hosted solution. **See Attachment 6, Data Center Services (DCS) and DCS Templates.**

Respondent shall complete the most recent version of the following **DCS Templates found in Attachment 6, Section 2:**

- a. DCS Template – Software as a Service (SaaS)/Platform as a Service (PaaS);
- b. DCS Template – Private Cloud High Level Architecture (HLA) / Rough Order of Magnitude (ROM); and
- c. DCS Template – Public Cloud High Level Architecture (HLA) / Rough Order of Magnitude (ROM).

Per **Section 3.6.3.11 Response Package 1 Files**, the Respondent shall include the above referenced attachments in Response Package 1.

Responses without a completed **Attachment 6, Data Center Services (DCS) and DCS Templates, Section 2**, will not be considered.

## 2.5 Form of Contract

### 2.5.1 Contract and Terms Negotiation

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

### 2.5.2 Proposed Changes and Exceptions

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

### 2.5.3 Term of Contract

- a. TWC estimates that the term of the Contract will be approximately six (6)

years with an initial term of three (3) years with three (3) one (1) year optional renewals to be exercised by TWC at its discretion.

- b. In the event of prolonged Contract negotiations due to the number and/or significance of exceptions taken, lack of responsiveness, or other failure to close Contract negotiations on the part of Respondent that are not due to a failure on the part of TWC, TWC may, in its sole discretion, bypass the Respondent and commence negotiations with the next-highest scoring Respondent, or continue with the current Respondent with a shorter Contract Term.
- c. **Section 3.6.3.2** of this RFO contains the format for Respondents to note any objection or exceptions to any provision, term, or condition specified in the RFO.
- d. In accordance with Texas Government Code § 2155.089 for contracts that exceed \$5 million, TWC will complete vendor performance reviews and report results to the Texas Comptroller of Public Accounts (CPA) as follows:
  1. At the end of the following milestones:
    - i. After TWC acceptance of Requirements Deliverables;
    - ii. After TWC acceptance of Design Deliverables;
    - iii. After TWC acceptance of Systems Testing Results compared to Requirements Traceability Matrix; and
    - iv. After competition of the Go/No Go Decision for Deployment.
  2. At the end of each fiscal year throughout the life of the Contract.
  3. At the end of the Contract.

#### **2.5.4 Contract Amendments**

The Contract may be amended only by written agreement signed by both the Successful Respondent and TWC.

### **3.0 GENERAL INFORMATION**

#### **3.1 Point of Contact**

- a. Jennifer Tram is the sole TWC point of contact for this procurement.

All communications regarding this RFO must be addressed in writing to:

Jennifer Tram, CTCD, CTCM  
IT Purchaser



Texas Workforce Commission  
Procurement and HUB Services

Email: [vendorproposals@twc.texas.gov](mailto:vendorproposals@twc.texas.gov)

Required Subject Line for all Communications related to this RFO:

**3202400135 TWC Child Care Website – ABC Question(s)/ABC RFO Response**

*Note: ABC refers to Respondent name*

- b. Upon issuance of this RFO, Respondents shall make no contact concerning this RFO with other TWC personnel, except as permitted by the point of contact. **Failure to comply with this requirement at any point prior to Contract award may result in disqualification.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- c. **Exception to the Sole Point of Contact:** Contact with the TWC Historically Underutilized Business (HUB) office is allowed solely for the purpose of addressing HUB Subcontracting Plan (HSP) questions. A Respondent with questions relating to the HSP is permitted to direct those questions to the TWC HUB staff at: [TWCHUBinfo@twc.texas.gov](mailto:TWCHUBinfo@twc.texas.gov).

### **3.2 Response Integrity**

- a. To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:
  - 1. A competitor of the Respondent; or
  - 2. Any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent; or
  - 3. A related entity of the Respondent engaged in the same line of business as the Respondent; or
  - 4. Other state officials.

**This prohibition does not preclude discussions with entities serving as subcontractors to the Respondent on this solicitation.**

- b. **This prohibition is in effect during the preparation of the offer and while the offer is pending with TWC, including the negotiation and finalization of any resulting Contract.** The term “related entities” includes, but is not limited to, affiliates, subsidiaries, associates,

branches, and divisions. It does not include entities that may occasionally enter into teaming/subcontracting agreements with one another to provide services under a contract with a third party but otherwise have no legal relationship with each other.

- c. When a related entity of the Respondent (whether related at the time Responses are due or at any time thereafter) submits a competing offer, TWC may require additional information to ensure each separate Response is independent. Failure to provide or fully disclose all such information may, at TWC’s discretion, disqualify Respondent or result in the termination of any resulting Contract. **RESPONDENT HAS AN ONGOING DUTY TO UPDATE REQUIRED INFORMATION ANY TIME THAT SUCH INFORMATION CHANGES.**

### 3.3 Schedule of Events

#### 3.3.1 RFO Schedule

It is TWC’s intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. **TWC reserves the right to modify these dates at any time.** Prospective Respondents will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site. **Respondents are advised to regularly check the ESBD for updates to this solicitation.**

Table 1: Schedule of Events

Activity	Date
RFO Posted to ESBD	May 9, 2024
Pre-Offer Conference (attendance is optional)	May 16, 2024 at 2:00 PM Central Time
<b>Deadline for Submitting RFO Questions</b>	May 20, 2024 at 5:00 PM Central Time
Deadline for Courtesy HSP Review	May 23, 2024 at 5:00 PM Central Time
Estimated Date for Answers posted to ESBD	June 5, 2024 or soon thereafter
<b>Deadline for submitting Response</b>	<b>June 20, 2024 at 10:00 AM Central Time</b>

Activity	Date
Estimated Date for Evaluation, Clarification, and Amended Responses	June – July 2024
Estimated Date for Integration sessions, due diligence, final negotiations	July – August 2024
Estimated Award of Contract (AOC)	August 2024
Anticipated Contract Start Date	Date of Contract Execution or September 1, 2024, whichever is later

### 3.3.2 Optional Pre-Offer Conference

- a. The optional Pre-Offer Conference will be held remotely. There is no option for in-person attendance.
- b. Conference Information
  1. A conference will be held on the date and time specified in RFO **Section 3.3.1** above.
  2. To reserve a conference seat, register at: [https://zoom.us/webinar/register/WN\\_SiJgSdvQZC7Thm\\_u8ZJTA](https://zoom.us/webinar/register/WN_SiJgSdvQZC7Thm_u8ZJTA)
  3. After registering, you will receive a confirmation email containing information about joining the Conference.

### 3.3.3 Written Questions and Official Answers

- a. Using **Attachment 14, Questions and Answers**, Respondents shall submit all questions regarding this RFO by e-mail to the Point of Contact listed in **Section 3.1, Point of Contact**. **Questions regarding this RFO will be accepted until the date and time specified in Section 3.3, Schedule of Events**. Official answers will be posted as an Addendum to this RFO, on the Electronic State Business Daily (ESBD), available at <http://www.txsmartbuy.com/esbd>. **Please only use Google Chrome to navigate to ESBD.**
- b. By submission of a question, Respondent acknowledges that the applicable question will be posted with each official answer and therefore Respondent should not include any confidential or proprietary information in such questions. TWC will not publish the identity of any vendor that submitted any inquiry.

### 3.4 Historically Underutilized Businesses

#### 3.4.1 HUB Subcontracting Plan

- a. TWC has determined that subcontracting is probable under any Contract awarded as a result of this RFO. The TWC HUB goal is 26% for all other services contracts.
- b. TWC finds that this contract contains subcontracting opportunities in the following service areas:

<b>NIGP Codes</b>	<b>NIGP Code Descriptions</b>
958-82	Records Management Services, Including Document Management Services and Technology Integration
920-75	Technical Writing and Documentation, IT Services
209-67	Professional: eLearning, Hospital and Pharmacy, Legal, Computer Training, etc., Mainframes and Servers
924-40	Instructor-led, Classroom Training, Technical

However, you are not restricted to these services only.

- c. ALL RESPONDENTS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE’S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO SUBMIT A COMPLETE HSP AS INSTRUCTED WILL RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.
- d. The State’s Policy on Utilization of Historically Underutilized Businesses and HSP forms are available at:  
<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.
- e. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond.

- f. Completed HUB Subcontracting Plan must be submitted in **Section 3.6.6.1, Response Package 4 Files** (See Table 10). NOTE: Respondent must demonstrate a good faith effort to contract with new HUBs. If the Successful Respondent does not plan to subcontract, Successful Respondent must state that fact in its plan.

### **3.5 Response Deadline and Submission Requirements**

- a. Respondents are required to submit Responses in accordance with the requirements outlined in this document. Responses must be received by TWC on or before **the date and time specified in RFO Section 3.3, Schedule of Events**. **No late Responses will be reviewed.**
- b. The system clock in the TWC electronic mail address is the official timepiece for determining compliance with the deadline.
- c. Responses must be e-mailed to the designated email address in **Section 3.1**. TWC only accepts emailed responses. Responses received after the submission deadline will be disqualified. **Note: TWC does not accept emailed responses that include html link(s) or encrypted emails that require downloading additional software.**

**TWC is not responsible for responses emailed late, illegible, incomplete, or otherwise considered disqualified due to failure of electronic equipment or operator error.**

Respondents must submit all components on its Response in the form and manner specified in **Section 3.6** of this RFO.

Respondents must submit copies of Respondents' entire Offer, including all exhibits and attachments, in searchable portable document format (PDF) in accordance with **Section 3.10.6** of this RFO.

### **3.6 Response Instructions**

- a. Respondent will follow the instructions set forth in the 3202400135 TWC Child Care Website RFO and Attachments.
- b. Each Section and Attachment of this RFO, along with any other associated files, contains individual detailed instructions regarding the required format of the Respondent's Response. The Respondent is required to respond according to the instructions contained in each section of this RFO.
- c. Respondent's Response must be consistent with the structure, sequencing, and terminology used in this RFO.
- d. Submission of a Response indicates Respondent's agreement that it

understands the individual requirements of the RFO and will comply with them unless specifically stated otherwise by the Respondent.

### **3.6.1 No Marketing Materials**

**Brochures or other presentations beyond those requested and required to present a complete Response will not be reviewed.**

### **3.6.2 Response organization**

Respondent shall organize Response as follows:

- a. Response Package 1: Administrative Submission Requirements
- b. Response Package 2: Response to Requirements
- c. Response Package 3: Pricing
- d. Response Package 4: HUB Subcontracting Plan

Response shall be a maximum of three hundred (300) pages in total across all four required Response Packages. Failure to stay within three-hundred-page limit may be grounds for disqualification per TWC's discretion. **Note: Signature pages and financial documentation are excluded from the three-hundred-page limit.** All other documentation is included in the three-hundred-page limit.

### **3.6.3 Response Package 1: Administrative Submission Requirements**

#### **3.6.3.1 Transmittal Letter and Executive Summary**

- a. Respondent shall submit a transmittal letter on company letterhead, signed by an individual with authority to bind the company in a contract with TWC. The transmittal letter shall include a statement that the person signing is authorized to contractually bind the organization.
- b. Respondent shall submit an Executive Summary that shall not exceed two (2) pages in length (excluding title page). No appendices or specific references to additional information will be accepted. The Executive Summary should be written to communicate a summary of the Respondent's Response. **The Respondent must not include any pricing information or estimated savings in the Executive Summary.**
- c. The Respondent must provide the documents addressed in subsections a and b above, in its Response, as two separate documents, with such files entitled "**ABC\_3202400135\_Transmittal\_Letter.pdf**" and

**"ABC\_3202400135\_Executive\_Summary.pdf."**

Note: "ABC" in the required file name format refers to Respondent name.

3.6.3.2 Execution of Offer Form and Exceptions to Requirements

- a. The Respondent shall complete and sign **Attachment 2, Execution of Offer Form**. This form must be completed and signed, or the Response will be disqualified as noncompliant. By signing, Respondent agrees to provide the services described in this RFO and agrees to abide by all TWC Terms & Conditions as specified in this RFO, except to the extent exceptions are filed, and in any Contract resulting from an award.
- b. Exceptions to Requirements (Including exceptions to **Attachment 1, TWC Terms & Conditions**)
  1. The final Terms and Conditions of any Contract shall be agreed upon during negotiation. However, the minimum required Terms and Conditions that will be included in any awarded Contract are contained in **Attachment 1, Terms and Conditions** included in the RFO documents.
  2. Any exception included in an offer may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Offer, Respondent is required to use **Attachment 2, Execution of Offer Form** of this RFO and provide all information requested on the form. An explanation as to why the Respondent **cannot** comply with the provision, term, or condition **and** why the proposed alternative language **must** be included in the Response. Examples of nonresponsive explanations include:
    - i. Referencing negotiation of revised language in another TWC or other state agency contract;
    - ii. Referring to an internal division's need for the revised language without a valid reason as to why the exception is necessary;
    - iii. Indicating the proposed language is "negotiable"; and
    - iv. Referencing an internal Respondent's terms and conditions document.
  3. Exceptions must include:
    - i. Explanation as to why Respondent cannot comply with the term or condition; and
    - ii. Proposed alternate language (redline).

4. If Respondent fails to note any exception within its Response, Respondent will not be allowed to request an exception after submitting its proposal, during contract negotiations, or upon award.
  5. Respondents are encouraged not to request exceptions to contract Terms and Conditions; TWC, in its sole discretion, may or may not accept the Respondent's requested exceptions. Any exceptions or deviations by Respondent to **Attachment 1, TWC's Terms & Conditions** (T&Cs), may make the offer unacceptable for award without discussion. If a Respondent proposes exceptions to the T&Cs, TWC may make an award without discussion to another Respondent that did not take exceptions to the T&Cs.
  6. If there are no exceptions, the Respondent shall explicitly state the Respondent takes no exception to any part of this RFO. **Any exception may result in the Contract not being awarded to the Respondent.**
- c. The Respondent must provide, as a separate document, a file entitled "**ABC\_3202400135\_EOF.pdf**".

#### 3.6.3.3 Minimum Respondent Experience

- a. Respondent must have either recently been in business or the principals/owners must have had ownership in a previous company, for a minimum of five (5) years, directly providing and/or supporting comprehensive website development solutions, similar in size and complexity to the design and development requirements of this RFO, with the following services below:
  1. Web Content Management System (WCMS): Allows users to create, manage, store, and deploy the content of web pages through the use of specific tools.
  2. Website Design: creation and arrangement of web pages that in turn make up a website.
  3. Website Development: the non-design aspects of building mobile-friendly and Search Engine Optimization (SEO) friendly websites (e.g., writing markup and coding).
  4. Domain Name System (DNS) Management: DNS Management includes DNS registration, transfers, renewals, and Internet Protocol (IP) mapping.
  5. Business Analysis Services: include, but are not limited to, website



traffic analysis, integration of interactive maps, real-time information, integration analytics tool to collect customer experience and personalization engine, track user behaviors, analyze information capabilities, etc.

6. Accessibility Services: to assist in complying with State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).
  7. Web Training, Maintenance, and Support: includes troubleshooting, modifying, maintaining, and assisting with providing professional development to internal stakeholders who are required to provide content management and support services to ensure the website stays current.
- b. Respondent must clearly state how it meets the required minimum qualifications listed above, and provide that information in a separate document, in a file entitled "**ABC\_3202400135\_MinRespExp.pdf.**"

#### 3.6.3.4 Financial Information

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

##### *3.6.3.4.1 Publicly Traded Companies:*

1. Respondent Dun and Bradstreet D-U-N-S number;
2. Name of exchange on which common stock is listed (e.g., NYSE, AMEX) and ticker symbol (e.g., XOM);
3. Exact name of the Respondent on title page of the most currently filed SEC forms 10K and 10Q. Fully explain the reason(s) why any reports have not been timely filed within the past three (3) years;
4. For the last three (3) fiscal years most recently ended, audited financial statements prepared in accordance with Generally Accepted Accounting Practices (GAAP);
5. Debt and commercial paper ratings issued by Moody's Investors Service, Standard & Poor's or Fitch's Investors Service, if applicable;

6. Statement describing all unasserted and asserted legal claims, current status and expected outcomes and/or judgments and any off-balance sheet liabilities or contingencies;
7. Any official document displaying current proof of authority to conduct business in the State. Examples: State Franchise Tax Certification of Account Status and State Sales Tax Permit, both available from the State Comptroller of Public Accounts and the Certification of Fact, that is available from the Secretary of State available at: [www.sos.state.tx.us](http://www.sos.state.tx.us).
8. If awarded a Contract, the Successful Respondent shall provide coverages and amounts as described in **Section 5, Specific Contract Terms** of this RFO.

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

1. Dun and Bradstreet D-U-N-S number for the Respondent;
2. For the last three (3) fiscal years most recently ended, audited financial statements prepared in accordance with GAAP. If audited financial statements are not prepared, the last three (3) years of un-audited financial statements prepared in accordance with GAAP such as, Reviewed Financial Statement by an independent Certified Public Accounting (CPA) firm or Complied Financial Statements by an independent CPA firm will suffice as long as Respondent affirms that it is not required to have its financial statements audited and therefore does not currently have audited financial statements to provide in response to this RFO;
3. Latest two (2) quarters internally prepared financial statements;
4. Debt and commercial paper ratings issued by Moody's Investors Service, Standard & Poor's or Fitch's Investors Service, if applicable;
5. Statement describing all unasserted and asserted legal claims, current status and expected outcomes and/or judgments and any off-balance sheet liabilities or contingencies;
6. Any official document displaying current proof of authority to conduct business in the State. Examples: State Franchise Tax Certification of Account Status and, State Sales Tax Permit, both available from the State Comptroller of Public Accounts and the Certification of Fact, that is available from the Secretary of State.
7. If awarded a Contract, the Respondent shall provide coverages and amounts as described in **Section 5, Specific Contract Terms** of this

RFO.

The Respondent must provide, as a separate document, a file entitled **"ABC\_3202400135\_Financial\_Info.PDF"**.

#### 3.6.3.5 Addenda to the RFO

To acknowledge receipt of all Addenda, the Respondent shall provide a completed and signed "page one" of each Addendum.

#### 3.6.3.6 Attachment 3, Voluntary Product Accessibility Template (VPAT)

Respondent must provide completed **Attachment 3, Voluntary Product Accessibility Template (VPAT)**, as stated in **Section 2.3, Electronic and Information Resources (EIR) Accessibility** of this RFO.

#### 3.6.3.7 Attachment 4, Vendor Accessibility Development Services Information Request (VADSIR)

Respondent must provide completed **Attachment 4, Vendor Accessibility Development Services Information Request (VADSIR)**, as stated in **Section 2.3, Electronic and Information Resources (EIR) Accessibility** of this RFO.

#### 3.6.3.8 Attachment 6, Data Center Services (DCS) and DCS Templates (Completed)

Respondent must provide completed **Attachment 6, Data Center Services (DCS) and DCS Templates**, as stated in **Section 2.4, Texas Center Services (DCS)** of this RFO.

#### 3.6.3.9 Attachment 9, Policy Driven Adoption for Accessibility (PDAA)

Respondent must provide completed **Attachment 9, Policy Driven Adoption for Accessibility (PDAA)**, as stated in **Section 2.3, Electronic and Information Resources (EIR) Accessibility** of this RFO.

#### 3.6.3.10 Attachment 15, Substitute W-9 and Direct Deposit Form

Respondent must provide completed **Attachment 15, Substitute W-9 and Direct Deposit Form** if they do not currently have a contract with TWC.

#### 3.6.3.11 Cybersecurity Certifications

Respondent must provide Cybersecurity Certifications, as stated in **Attachment 5, Statement of Work, Section 5.5, Cybersecurity Certifications**.

## 3.6.3.12 Response Package 1 Files

The following table summarizes the files to be included in Package 1 with the corresponding file names.

**Table 2: Response Package 1 Files**

<b>RFO Reference</b>	<b>Form of Response and Document Title</b>
Respondent Transmittal Letter	ABC_3202400135_Transmittal_Letter.pdf
Respondent Executive Summary	ABC_3202400135_Executive_Summary.pdf
Attachment 2, Execution of Offer Form	ABC_3202400135_EOF.pdf
Minimum Respondent Experience	ABC_3202400135_MinRespExp.pdf
Respondent Financial Information	ABC_3202400135_Financial_Info.pdf
Addenda to the RFO	ABC_3202400135_Addenda.pdf
Attachment 3, VPAT (Completed)	ABC_3202400135_VPAT.pdf
Attachment 4, VADSIR (Completed)	ABC_3202400135_VADSIR.pdf
Attachment 6, Data Center Services (DCS) and DCS Templates (Completed)	ABC_3202400135_DCS_Templates.pdf
Attachment 9, Vendor PDAA (Completed)	ABC_3202400135_PDAA.xlsx
Attachment 15, Substitute W-9 and Direct Deposit Form (if applicable)	ABC_3202400135_DD_Form.pdf
<b>If Respondent has the following Cybersecurity files, include in Response Package 1:</b>	
Cybersecurity Certification – SSAE 18 SOC 2	ABC_3202400135_SSAE18SOC2.pdf
Cybersecurity Certification – ISO 27001	ABC_3202400135_ISO27001.pdf
Cybersecurity Certification – FedRAMP Low	ABC_3202400135_FedRAMP.pdf
Cybersecurity Certification – TX-RAMP Level 1	ABC_3202400135_TXRAMP.pdf

### 3.6.4 Response Package 2: Response to Requirements

#### 3.6.4.1 Response to Requirements in Attachment 5, Statement of Work (SOW)

- a. Respondent's Response must be in-line in **Attachment 5, Statement of Work**. Respondent shall respond to each section using blue ink as designated.
- b. Respondent must respond as specifically requested for each section with the structure, sequencing and terminology used. This blue-line response shall be inserted within the requested section. Respondent shall fulfill all other response requirements contained.
- c. Where instructed, Respondent shall provide attachments of the additional documentation required by TWC.
- d. Where requested, Respondent shall acknowledge their agreement to comply with the SOW requirements or note any exceptions to the requirements of the section.
- e. Respondents shall provide a brief description of how they will fulfill the requirements and include relevant information about the technology and value-added components of their solution.
- f. The SOW Response shall be entitled "**ABC\_3202400135\_SOW** (.docx or .pdf)". The Response shall be limited to no more than one hundred (100) pages, inclusive of the original pages provided by TWC. The page limit includes any graphics, tables, etc., and Respondent shall not alter the font of the document in providing their Response.

#### 3.6.4.2 Technical Solution Summary

- a. Respondent shall provide a summary description of the technical solution the Respondent proposes to meet the requirements in the **Attachment 5, Statement of Work**. TWC requests that Respondents evaluate the feasibility of leveraging existing State investments to minimize transition timelines and maximize cost efficiencies.
- b. The Respondent must describe the solution's Architecture and Application Technology Stack—technical environment specifications; framework; scalability; performance metrics; operating systems; database management system; software development language; hardware specifications; web servers; browsers and mobile devices supported; and reporting environment and tools.
- c. The Respondent must describe the Software Development Life Cycle (SDLC) for the solutions—environments, processes and practices,

controls, and tools.

- d. The Respondent is encouraged to submit Diagrams, Flow Charts, Screen Shots, Wireframes, Pictures, etc., of its technical solution within the response to **Attachment 5, Statement of Work**.
- e. The electronic version shall be in PDF and must be entitled "**ABC\_3202400135\_TechnicalSolution.pdf**."

#### 3.6.4.3 Respondent Experience

- a. In no more than five (5) pages, and in accordance with the minimum Respondent Experience requirements as stated in **Section 3.6.3.3**, Respondent shall include its experience in a file entitled "**ABC\_3202400135\_Experience.pdf**". Respondent shall provide information regarding its past relevant experience for three (3) comprehensive web development and management solutions with maintenance and operational support on which the Respondent served as the prime vendor within the last five (5) years. Respondent shall duplicate as necessary to provide all required experience.
- b. Respondent shall use projects reflecting the markets in which it typically works (i.e., state agency, federal government, education, local governments, etc.). Respondent shall describe and/or demonstrate how the experience supports Respondent qualifications described in this RFO.
- c. Respondent shall not refer to information located outside the RFO Response, such as a reference to a website, or linked document. Respondent's response to each section must be fully contained within the section response, without referral to a response within another section; however, clearly marked attachments are acceptable if clearly referenced within the response to which they pertain.

#### 3.6.4.4 Respondent References

Using **Table 3** below, Respondent shall provide the name, title, contact number, and description of services provided for three (3) references for which the Respondent provided comprehensive web development and management solutions with maintenance and operational support within the past five (5) years as the **prime vendor**. These references must relate to similar contracts or projects performed as described in Section 2 Scope of this RFO, and preferably, should be from state, federal, and/or local governmental entities. **TWC is not responsible for undeliverable emails or for non-responsive references.**

**Table 3: Past Performance Reference Information**

Company or Entity Name and Address	Contract Description (including contract number, award date, operations start and end dates)	Contact Information
1.		Contact Name: Contact Title: Contact Phone Number: Contact e-mail:
2.		Contact Name: Contact Title: Contact Phone Number: Contact e-mail:
3.		Contact Name: Contact Title: Contact Phone Number: Contact e-mail:

#### 3.6.4.5 Terminated Contract References

- a. Using **Table 4: Terminated Contracts**, Respondent shall provide the name, title, contact number, and description of services provided for any contract that was canceled or terminated prior to completion in the past five (5) years. Respondent shall include details on the reason for the cancellation or termination and the Respondent's position relevant to the cancellation or termination, including the final resolution of the contract termination. Respondent shall add additional rows to **Table 4: Terminated Contracts** as necessary to provide all terminated contracts within the required timeframe.

**Table 4: Terminated Contracts**

Company or Entity Name and Address	Contract Description (including contract award date, operations start and end dates)	Reason for Termination	Contact Information
1.			Contact Name: Contact Title: Contact Phone Number: Contact e-mail:
2.			Contact Name: Contact Title: Contact Phone Number: Contact e-mail:
3.			Contact Name: Contact Title: Contact Phone Number: Contact e-mail:

- b. Respondent shall provide contact information for individuals able to address questions concerning the termination. Failure to fully disclose a terminated contract within the scope of this requirement will result in disqualification, if termination was known at the time the Response is submitted. If the failure to disclose is not learned by TWC until a Contract has been awarded to the Successful Respondent, the Contract may be terminated. In the event of such termination, the Successful Respondent shall be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.
- c. If there are no terminated contracts, the Respondent shall affirm such in this section.
- d. Completed **Table 3 and Table 4** shall be consolidated into one document, entitled "**ABC\_3202400135\_References.pdf**".



#### 3.6.4.6 Response to Requirements in Attachment 7 Deliverables

- a. Respondent's Response must be in-line in **Attachment 7, Deliverables**. Respondent shall respond to each section using blue ink as designated.
- b. Respondent must respond as specifically requested for each section with the structure, sequencing and terminology used. This blue-line response shall be inserted within the requested section. Respondent shall fulfill all other response requirements contained.
- c. Where instructed, Respondent shall provide attachments of the additional documentation required by TWC.
- d. In accordance with **Attachment 7, Deliverables, Section 1.1 Initial Version of Deliverables to be Included in Response**, Respondent must include an initial version (version 1) of the deliverables listed in this section as separate documents.

Respondent's Response to this attachment, *excluding* the initial version of the deliverables listed in **Attachment 7, Deliverables, Section 1.1 Initial Version of Deliverables to be Included in Response**, shall be consolidated into one document and entitled "**ABC\_3202400135\_ResponseDeliverables.pdf.**"

#### 3.6.4.7 Implementation Strategy

Respondent must include an initial version (version 1) of this Contract deliverable in accordance with the Acceptance Criteria as stated in **Attachment 7, Deliverables, Section 2 Deliverables, Section 2.1 Implementation Plan, Table 2 – Implementation Plan Deliverables** for Deliverable No. 2A Implementation Strategy.

Respondent's Response shall be consolidated into one document and entitled "**ABC\_3202400135\_ImplementationStrategy.pdf.**"

#### 3.6.4.8 Integrated Master Schedule (IMS)

Respondent must include an initial version (version 1) of this Contract deliverable in accordance with the Acceptance Criteria as stated in **Attachment 7, Deliverables, Section 2 Deliverables, Section 2.1 Implementation Plan, Table 2 – Implementation Plan Deliverables** for Deliverable No. 4A Integrated Master Schedule (IMS).

Respondent's Response shall be consolidated into one document and entitled "**ABC\_3202400135\_IMS.pdf.**"

#### 3.6.4.9 Web Content Management System (WCMS) Platform (Logical Technical Architecture and Description)

Respondent must include an initial version (version 1) of this Contract deliverable in accordance with the Acceptance Criteria as stated in **Attachment 7, Deliverables, Section 2 Deliverables, Section 2.2.4 Web Content Management System (WCMS) Platform, Table 6 – Web Content Management System (WCMS) Platform Deliverables** for Deliverable No. 15A WCMS Platform, b. and d.

Respondent's Response shall be consolidated into one document and entitled "**ABC\_3202400135\_WCMS\_LTA\_Description.pdf.**"

#### 3.6.4.10 Software Purchase and Licensing Plan

Respondent must include an initial version (version 1) of this Contract deliverable in accordance with the Acceptance Criteria as stated in **Attachment 7, Deliverables, Section 2 Deliverables, Section 2.2.4 Web Content Management System (WCMS) Platform, Table 6 – Web Content Management System (WCMS) Platform Deliverables** for Deliverable No. 16A Software Purchase and Licensing Plan.

In addition, Respondent shall acknowledge and agree that **Attachment 1, TWC Terms & Conditions** will have precedence over software license and maintenance agreements identified, except for software license agreement provisions relating to scope and grant of license, Respondent's ownership of intellectual property, and Respondent's intellectual property right. Additionally, Respondent shall further acknowledge and agree that if recommended for Contract award, any terms and conditions in the software license agreement and/or maintenance agreement that conflict with **Attachment 1, TWC Terms & Conditions** will be revised as needed to bring them into conformance with **Attachment 1, TWC Terms & Conditions**.

Respondent's Response shall be consolidated into one document and entitled "**ABC\_3202400135\_SPLP.pdf.**"

#### 3.6.4.11 Prototypes (wireframe mockups – samples/examples from previous work)

Respondent must include an initial version (version 1) of this Contract deliverable in accordance with the Acceptance Criteria as stated in **Attachment 7, Deliverables, Section 2 Deliverables, Section 2.3 Phase 2 Website Design, Table 7 – Phase 2 Website Design Deliverables** for Deliverable No. 18A Prototypes, b.

Respondent’s Response shall be consolidated into one document and entitled “**ABC\_3202400135\_Protypes.pdf.**”

3.6.4.12 Response to Requirements in Attachment 8, Service Level Agreements

Respondent shall acknowledge their agreement to comply with **Attachment 8, Service Level Agreements** requirements or note any exceptions to the requirements in accordance with **Section 3.6.3.2b. Exceptions to Requirements (Including exceptions to Attachment 1 TWC Terms & Conditions)** above.

Respondent must also document how their Response meets the Requirements as stated in Attachment 8, Service Level Agreements and affirm that they will continue to comply with these Requirements during the term of the Contract issued as a result of this Solicitation, if any. In addition, Respondent must describe how they will meet each of the proposed business and technical SLAs and detail how they are measured and reported.

Respondent’s Response and acknowledgement(s) must be consolidated into one document and entitled “**ABC\_3202400135\_ServiceLevelAgreements.pdf.**”

3.6.4.13 Proposed Organization Chart

- a. Respondent shall provide a proposed organization chart for the project, indicating which positions are considered Key Personnel, and describe the responsibilities of key positions and departments. Additionally, Respondent shall describe the benefits of such an organization. The role of Subcontractors on this Contract must also be described in the proposed organization. Respondent shall complete **Table 5: Subcontractors** to provide a list of the subcontractors who will provide goods or services under the Contract, including those identified in the HSP.

**Table 5: Subcontractors (including HUBs)**

Name of Subcontractor (Company/Individual)	Subcontractor Scope of Work	Location where Subcontractor will Perform Work	Anticipated Duration of Subcontracting Engagement	Check this box if subcontractor is a HUB

- b. All Successful Respondent Key Personnel including any subcontractors acting as Key Personnel must be physically located within the United States. The United States is defined for purposes of this Solicitation as all fifty (50) states and the District of Columbia.
- c. Respondent must include in its Response the resumes and qualifications of all proposed Respondent Key Personnel, including their specific experience working on related projects.
- d. Respondent must provide one (1) summary table, with a row for each proposed Key Personnel, including the following: name, role or position in current employment, employer name (i.e., Respondent or subcontractor name), key function(s) in current role/position, years of experience for role/position, proposed role, percent of time to be dedicated, whether proposed to be onsite or remote, and years of experience with designing, developing and providing maintenance operational support.

*TWC expects appropriate key staff including the Project Manager, Lead Business Analyst and Test Lead to be dedicated one hundred percent (100%) to the TWC CCW Project.*

- e. The Response must include actual names of Key Personnel initially assigned to the project, their resumes, not simply generic resumes with the types of skills sought, and the teams to which they will be assigned (e.g., Executive Team, Project Management Team, and Development Team). Successful Respondent's Key Personnel are required to remain on the project a minimum of six (6) months from project kickoff date and, if Respondent is selected for a demonstration, Key Personnel must attend the demonstration.
- f. Resumes should specifically detail experience working on projects and services of similar scale and complexity as the services sought through this RFO, including work on projects used as references. Resumes shall not be more than two (2) pages in length. **The Respondent must provide these resumes as attached pages at the end of the "Proposed Organization Chart" response.**
- g. TWC Approval of Key Personnel:  
Respondent must:
  - 1. Acknowledge that, if TWC objects to Respondent's proposed Key Personnel, Respondent must attempt to resolve TWC's concerns on a mutually agreeable basis.
  - 2. Acknowledge that, if both Respondent and TWC are not able to resolve TWC's concerns within five (5) Business Days of TWC communicating

concerns, Respondent is not to assign the individual to that Key Personnel position and must propose to TWC the assignment of another individual of suitable ability and qualifications.

3. Affirm that they will continue to comply with these Requirements during the term of the Contract issued as a result of this Solicitation, if any.

Response for this section must be consolidated into one document entitled **"ABC\_3202400135\_ProposedOrganizationChart.pdf."**

#### 3.6.4.14 Hosted Environment

- a. If Respondent does not recommend hosting its WCMS in the DIR Data Center, Respondent must include information on how it would provide cloud services to host the solution if TWC obtained a temporary exemption from DIR.
- b. To provide this information, Respondents must prepare a document and include the following information:
  1. Cost for hosting the technical solution from project start through implementation.
  2. Annual cost for hosting solution after implementation to include maintenance and operations for up to five (5 years).
  3. Location of the site used for hosting the solution and data. Location must be within the United States of America (USA).
  4. Explanation of how hosting solution meets all cybersecurity and privacy requirements in the RFO.
  5. Whether hosting support is provided 24/7.
  6. Hosting Service Level Agreements. At a minimum, 99.95% scheduled uptime during business hours from 6:00 A.M.-6:00 P.M. CST Monday through Friday, excluding planned downtime for maintenance.
  7. Whenever the CCW is not available, an advisory notice will be viewable to Users.
  8. The Respondent must describe their hosted solution's availability and typical scheduled maintenance window.

9. All hardware and software components of the hosting infrastructure must always be fully supported by their respective manufacturers.
10. Hosting up-time during the preceding twelve (12) months before proposal submission.

***Please note: this information will not be scored and is provided for TWC’s information.***

Response for this section must be consolidated into one document entitled “**ABC\_3202400135\_Respondent\_Cloud\_Hosting.pdf**”.

#### 3.6.4.15 Response Package 2 Files

- a. The table below summarizes the files to be included in Package 2 with the corresponding file names, with a description of each file to follow.
- b. Files to be included in Package 2 are summarized in the table below:

**Table 6: Response Package 2 Files**

<b>RFO Reference</b>	<b>Form of Response</b>
Response to Requirements in <b>Attachment 5 Statement of Work</b>	ABC_3202400135_SOW.docx or .pdf
Technical Solution Summary	ABC_3202400135_TechnicalSolution.pdf
Respondent Experience	ABC_3202400135_Experience.pdf
Respondent References (see Table 4) and Respondent Terminated Contracts (see Table 5).	ABC_3202400135_References.pdf
Response to Requirements in <b>Attachment 7 Deliverables</b>	ABC_3202400135_ResponseDeliverables.pdf
Implementation Strategy	ABC_3202400135_ImplementationStrategy.pdf
Integrated Master Schedule (IMS)	ABC_3202400135_IMS.pdf

RFO Reference	Form of Response
Web Content Management System Platform (Logical Technical Architecture and Description)	ABC_3202400135_WCMS_LTA_Description.pdf
Software Purchase and Licensing Plan	ABC_3202400135_SPLP.pdf
Prototypes (wireframe mockups – samples from previous work)	ABC_3202400135_Prototypes.pdf
Response to Requirements in <b>Attachment 8, Service Level Agreements</b>	ABC_3202400135_SLAs.pdf
Proposed Organization Chart	ABC_3202400135_ProposedOrganizationChart.pdf
Hosted Environment	ABC_3202400135_Respondent_Cloud_Hosting.pdf

### 3.6.5 Response Package 3: Pricing

- a. Respondent shall use **Attachment 10, Pricing Worksheet** and provide a detailed written response.
- b. Respondent shall use **Attachment 11, Pricing Assumptions** to list any assumptions, if any, associated with Respondent's **Attachment 10, Pricing Worksheet**. TWC, in its sole discretion, may or may not accept the Respondent's pricing assumptions.
- c. The following table summarizes the files to be included in Package 3 with the corresponding file names.

**Table 7: Response Package 3 Files**

RFO Reference	Form of Response
Attachment 10 Pricing Cost Worksheet (Completed)	ABC_3202400135_Pricing_Worksheet.xlsx
Attachment 11 Pricing Assumptions (Completed if applicable)	ABC_3202400135_PricingAssumptions.pdf
Respondent Form of Invoice	ABC_3202400135_Form of Invoice.pdf

### 3.6.6 Response Package 4: Completed HUB Subcontracting Plan

- a. All Respondents, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan (HSP). The HSP should be labeled "ABC\_3202400135\_HUB Subcontracting\_Plan.pdf" and include all supporting documentation in accordance with the HSP submitted. Refer to **Section 3.4, Historically Underutilized Businesses** for more information regarding HUB subcontracting.
- b. Courtesy Review of HSP
  1. A courtesy review of a Respondent's completed HSP by TWC is optional and is available upon request to assist Respondent in providing a compliant and responsive HSP. This courtesy review may only identify possible deficiencies, and a final compliant determination cannot be provided until the Offer is submitted.
  2. To request a courtesy review, submit the completed HSP, including all supporting documentation, in a PDF format by email to the TWC HUB Program Office by or before the Courtesy Review of HUB Subcontracting Deadline in **Section 3, Schedule of Events**:
    - i. Email address for HSP Courtesy Review ONLY:  
[TWCHUBINFO@twc.texas.gov](mailto:TWCHUBINFO@twc.texas.gov)
    - ii. Email subject line: HSP Courtesy Review – 3202400135 TWC Child Care Website.
- c. HSPs received after the courtesy review deadline in **Section 3.3, Schedule of Events** will not be processed. A response regarding the HSP will be provided at least ten (10) days prior to the Offer deadline in **Section 3.3, Schedule of Events** from the HUB Office, allowing enough time to rectify any potential deficiencies for the final HSP submission.
- d. The final HSP must be submitted with the Offer by the deadline in **Section 3.3, Schedule of Events**. **Offers that do not include a completed HUB Subcontracting Plan shall be rejected due to material failure to comply with Texas Government Code § 2161.252(b).**



3.6.6.1 Response Package 4 Files

**Table 8: Response Package 4 Files**

RFO Document/Section	Form of Response
<b>HUB Subcontracting Plan (Completed)</b>	ABC_3202400135_HUB Subcontracting_Plan.pdf

### 3.7 Right to Amend or Withdraw RFO

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

### 3.8 Pre-agreement Costs

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

### 3.9 Ownership of Responses

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

**Respondents must submit two versions of Response: one redacted and one complete. In the redacted version, please include**

**“redacted” in file name(s).**

(Example: “Redacted\_ABC\_3202400135\_SOW.pdf”)

### **3.10 Public Information**

- a. TWC is a government agency subject to the Texas Public Information Act. Responses submitted to TWC as a result of this RFO are subject to release as public information after the Contract is executed or if the procurement is terminated. Respondent may not mark its complete Response “copyrighted” or mark every page as proprietary or confidential, but if a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, the Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s). Pursuant to Texas Government Code § 2252.907, Respondent is required to make any information created, exchanged with the state pursuant to a Contract with TWC, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.
- b. The Office of the Texas Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act. TWC shall comply with all decisions of the OAG.
- c. TWC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
- d. The issuance of this RFO does not imply that TWC is making an offer to do business with any RFO recipient or Respondent. No agreement or other binding obligation on TWC is implied or will occur unless and until a definitive agreement is executed. The issuance of this RFO and the submission of the Respondent’s Response do not create any obligation upon TWC to purchase goods or services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.
- e. TWC makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFO, its Appendices and Attachments. The Respondent is responsible for making its own

evaluation of information and data contained in this RFO and in preparing and submitting its Response.

### **3.11 News Release**

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

## **4.0 EVALUATIONS, NEGOTIATIONS, AND AWARD**

### **4.1 Evaluation of Responses**

- a. TWC will initially review Responses to determine responsiveness to this RFO's Minimum Qualifications. All determinations as to Minimum Qualifications and about responsiveness to this RFO are final. **See Section 4.2, Minimum Qualifications (Pass/Fail Criteria) below for complete list of Minimum Qualifications. Only Responses that pass this initial review will be forwarded for further evaluation.**
- b. At any time during the evaluation process, TWC may ask any or all Respondents to elaborate on or clarify specific points or portions of their Response. TWC's request and Respondent's Response shall be in writing.
- c. TWC will review and score written Responses (see **Section 4.3** below). Maximum scoring for this section is 100 points.
- d. Respondents whose written Responses achieve a score within a competitive range following evaluation may be asked to provide a demonstration of the solution.
- e. TWC may score demonstrations (see **Section 4.4** below).

### **4.2 Minimum Qualifications (Pass/Fail Criteria)**

TWC reviews Pass/Fail criteria below as follows:

- a. Completion and signing of Respondent's Executed Offer Form (see **Attachment 2, Executed Offer Form**). Respondents may fail this selection criterion for any of the following conditions:
  1. Not completing this form in its entirety; or
  2. Not having the form signed by an officer or agent empowered to contractually bind the Respondent.
- b. All Respondents must meet minimum Respondent experience requirements as stated in **Section 3.6.3.3, Minimum Respondent**

**Experience** for their Responses to be submitted to the Evaluation Team for evaluation. Successful Respondent must meet or exceed minimum qualifications in **Section 3.6.3.3, Minimum Respondent Experience**.

- c. Financial Review – Respondent must be financially solvent and adequately capitalized as determined based on a review of documentation required by **Section 3.6.3.4, Financial Information**. Respondents may fail this selection criterion for any of the following conditions:
  - 1. Not providing financial documents as required; or
  - 2. Not being financially solvent and/or adequately capitalized.
- d. Cybersecurity Review – Respondent's proposed solution must be adequately secure and comply with Data Security and Cybersecurity requirements as determined by TWC based on review of the Respondent's Response to Data Security and Cybersecurity Requirements and documentation required by **Attachment 5, Statement of Work, Section 5 Data Privacy and Cybersecurity Requirements**. Respondents may fail this selection criterion for any of the following conditions:
  - 1. Not providing certifications as required; or
  - 2. Respondent's proposed solution not being adequately secure.
- e. Compliance with applicable provisions of §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Texas Government Code. Respondents may fail this selection criterion for any of the following condition:
  - 1. A score of "D" or below in the CPA Vendor Performance Tracking System;
- f. Accessibility Review – Respondent's proposed solution must be in compliance with Texas Government Code, Chapter 2054, subchapter M, 1 TAC, Chapter 206, 1 TAC, Chapter 213, and Worldwide Web Consortium WCAG 2.2 AA technical standards, as applicable, and also be adequately accessible and in compliance with Accessibility requirements as determined by TWC based on review of the Respondent's Response to Accessibility requirements required by **Attachment 5, Statement of Work, Section 4, Accessibility**. Respondents may fail this selection criteria for any of the following reasons:
  - 1. Missing or incomplete VPAT (see **Attachment 3, VPAT**) for the WCMS and each software identified in Respondent's Software Purchase and Licensing Plan; or

2. Missing or incomplete VADSIR (See **Attachment 4, VADSIR**) which documents Respondent's capability or ability to produce accessible electronic and information resources; or
  3. Missing or blank PDAA (See **Attachment 9, PDAA**) self-assessment; or
  4. Respondent's proposed solution not being adequately accessible.
- g. Completion of DCS Templates (See **Attachment 6, Data Center Services (DCS) and DCS Templates**). Respondents may fail this selection criteria for any of the following reasons:
1. Not completing the form in its entirety, as applicable; or
  2. Not providing sufficient information in the completed form.
- h. Completion and signing of HUB Subcontracting Plan (HSP) (See **Section 3.4, Historically Underutilized Businesses**). Respondents may fail this selection criteria for any of the following reasons:
1. Missing or incomplete HSP;
  2. Not providing sufficient documentation to prove a good faith effort to contract with new HUBS; or
  3. Not signing the HSP.

### 4.3 Evaluation Criteria for Written Responses

- a. TWC will use the following criteria to determine the best value for the state: (100 points in total)
1. Technical Solution and Service Delivery: (60 points)
    - i. Response to Requirements in **Attachment 5, Statement of Work**
    - ii. Technical Solution Summary
    - iii. Response to Requirements in **Attachment 7, Deliverables**
    - iv. Initial Version (version 1) of Contract Deliverables (**Attachment 7, Deliverables, Section 1.1, Initial Version of Deliverables to be Included in Response**)
    - v. Response to Requirements in **Attachment 8, Service Level Agreements**
    - vi. Proposed Organization Chart
  2. Pricing (30 points)

3. Experience, References, and Contract Terminations (10 points)
  - b. Evaluation of Respondent's history and experience may include consideration of Respondent performance as recorded in the CPA Vendor Performance Tracking System as described in Texas Administrative Code, 34 TAC § 20.115.
  - c. Excessive exceptions or exceptions which are not presented in the formats described in **Section 3.6.3.2, b., Exceptions to Requirements** may affect a Respondent's standing, may delay negotiations resulting in a shorter Contract Term, or may cause the Respondent's Response to be deemed non-responsive and be removed from further consideration.

#### 4.4 Demonstrations

**TWC at its discretion may invite Respondent(s) to provide demonstrations. Scoring may reset at demonstrations.** Key Respondent personnel who will work on the projects must provide the demonstrations.

**Note: TWC requests that Respondent Sales personnel be absent from the demonstrations.**

#### 4.5 Clarification and Integration Sessions

This RFO is intended to provide Respondent with enough information to build its Response, but it is the Respondent's responsibility to obtain any additional information deemed necessary for the Respondent to meet its obligations under the terms of this RFO.

#### 4.6 Best and Final Offer (BAFO)

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

#### 4.7 Negotiations

At the conclusion of the evaluation, as described within **Section 4.3, Evaluation Criteria for Written Responses** above, TWC will determine the number of BAFO Respondents with which it will start Contract negotiations. Negotiations will continue until TWC, in its sole discretion,

determines that the best value for the State has been obtained.

## **4.8 Award of Contract**

TWC shall make the decision to award a Contract, if it is in the best interest of TWC and the State to do so. The decision of TWC on any award is final. Any award for this RFO shall be posted under Procurement number **3202400135** on the ESBD, <http://www.txsmartbuy.com/esbd>, upon execution of a Contract. All Responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until the Contract resulting from this RFO has been executed.

## **5.0 SPECIFIC CONTRACT TERMS**

If awarded a Contract, the Respondent shall provide coverages and amounts as described in this section.

### **5.1 Warranty**

- a. The Successful Respondent must provide a warranty period of two (2) months beginning the day after System Acceptance during which time defects identified must be corrected at no additional cost to the State. The Warranty covers defects that TWC reports to the Successful Respondent using the approved process on or before the Warranty Period End Date. Correction and testing of such defects must complete before the Warranty Period End Date.
- b. The Successful Respondent and TWC will agree in writing to the Warranty process four (4) months before the Warranty period begins, including identification and reporting, correcting, testing and acceptance, production software release, warranty completion confirmation process, escalation paths, and warranty staff location, using an existing TWC template.

### **5.2 Final System Acceptance**

- a. System Acceptance is the period for TWC to approve the CCW'S operation in a full production environment. System Acceptance will be achieved when the following conditions have been met:
  1. All awarded Required Deliverables have been accepted and signed off by the TWC IT Contract Manager;
  2. All production releases have been completed and the CCW has been fully implemented (i.e., for all Users) for a minimum of 3 months (also known as Stabilization Period);

3. The CCW is running in accordance with the approved detailed design documentation without material system defect and all the following conditions are met:
  - i. No Severity 1 and 2 defects exist.
  - ii. No more than ten (10) total Severity 3 and 4 defects exist, and they have been prioritized to be resolved during the Warranty Period.

### **5.3 Maintenance and Operations**

The Successful Respondent must provide Maintenance and Operational Support, in accordance with the requirements in **Attachment 5, Statement of Work, Section 3.6 Maintenance, Backup & Recovery**, beginning five (5) months after the day after System Acceptance.

### **5.4 Retainage**

The Successful Respondent will be paid eighty percent (80%) of each deliverable upon completion and acceptance by TWC. The final twenty percent (20%) of each deliverable will be retained until CCW System Acceptance as specified in **Section 5.2, Final System Acceptance** above.

### **5.5 Independent Verification and Validation Vendor**

- a. TWC plans to engage a third-party vendor to perform the Independent Verification and Validation (IV&V) activities for the entire duration of the Contract prior to Go-Live Deployment at TWC's expense.
- b. The purpose of the IV&V is to help TWC build quality into the CCW Project life cycle.
- c. The Successful Respondent must fully cooperate with TWC's IV&V vendor. Such cooperation includes:
  1. expeditiously providing the IV&V vendor with full and complete access to all project work products, records, materials, personnel, meetings, and correspondence as the IV&V vendor may request;
  2. implementing identified recommendations; and
  3. the Successful Respondent must include the obligations of this provision in all its contracts with its subcontractors that are providing services to TWC in the resulting Contract, if any.

### **5.6 Security Agreements, Background Checks, and Mandatory Training**

The following requirements apply to all Successful Respondent staff and its



subcontractors providing services to TWC in the resulting Contract, if any.

- a. Successful Respondent staff must sign and submit TWC security agreements and receive notification that there are no barriers to employment prior to their start date.
- b. Pursuant to **Section 2.31 of Attachment 1, TWC Terms & Conditions**, Successful Respondent must submit fingerprint-based criminal background checks on all personnel assigned to the services related to this Project and provide TWC with the information required for TWC to conduct a Criminal History Report Investigation.
- c. Successful Respondent personnel must have approval from TWC in order to work on TWC project(s).
- d. Successful Respondent staff must comply with TWC Mandatory Training requirements during the term of the Contract and during any renewal period.
- e. TWC Mandatory Training will consist of no more than six (6) classes with each class taking no more than forty-five (45) minutes. Class topics are subject to change, but currently include:
  1. IRS Information Security
  2. Introduction to Electronic and Information Resources (EIR) Accessibility
  3. Sensitive Personal Information (SPI) Training
  4. Diversity, Equal Employment Opportunity (EEO), and Discrimination Prevention
  5. TWC Ethics Training
  6. Fraud Awareness Training
  7. Cybersecurity Awareness Training

## **5.7 Bonding and Insurance**

### **5.7.1 General Insurance Requirements**

- a. At a minimum, the Successful Respondent shall carry insurance in the types and amounts indicated in **Attachment 1, TWC Terms & Conditions, Section 3.19, Insurance Requirements** and in this section, **Section 5.7, Bonding and Insurance**, of this RFO. The insurance shall be evidenced by delivery to TWC certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions.

Upon request, TWC and/or its agents shall be entitled to receive, without expense, copies of the policies and all endorsements.

- b. Successful Respondent shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract. A lapse in coverage shall constitute a material breach of the Contract and a justification for withholding of payment until a certificate of renewal or issuance of coverage is provided to TWC.
- c. Failure to maintain insurance coverage, as required, is grounds for suspension of work for cause.
- d. Successful Respondent shall deliver to TWC true and complete copies of certificates and corresponding policy endorsements upon award.
- e. Failure of TWC to demand such certificates or other evidence of Successful Respondent's full compliance with these insurance requirements or failure of TWC to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Successful Respondent's obligation to maintain such insurance.
- f. The insurance and insurance limits required herein shall not be deemed as a limitation on Successful Respondent's liability under the indemnities granted to TWC in the Contract.
- g. The insurance coverage and limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Successful Respondent.
- h. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to TWC.

### **5.7.2 Policy Clauses**

Policies must include the following clauses, as applicable:

- a. This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to TWC.
- b. It is agreed that Successful Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by TWC for liability arising out of operations under the Contract with TWC. TWC, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects to operations and activities of, or on behalf of the named insured performed under with TWC. The

additional insured status must cover completed operations as well. This is not applicable to workers' compensation policies.

- c. A waiver of subrogation in favor of TWC shall be provided in all policies.
- d. Without limiting any of the other obligations or liabilities of Successful Respondent, Successful Respondent shall require each Subcontractor performing work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract the same stipulated minimum insurance, including the required provisions and additional policy conditions as shown above.
- e. As an alternative, Successful Respondent may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Successful Respondent's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Respondent agrees to provide workers' compensation for Subcontractors and their employees. Successful Respondent shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Successful Respondent must retain the certificates of insurance for the duration of the Contract plus seven (7) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. TWC shall be entitled, upon request and without expense, to receive copies of these certificates.

### **5.7.3 Fidelity Bond**

- a. The Successful Respondent must obtain and keep in force during the life of the Contract, a fidelity bond that indemnifies TWC against loss arising from a fraudulent or dishonest act, including unauthorized release of TWC Data, computer fraud, forgery or alterations, theft or disappearance and destruction on the part of the Successful Respondent, its employees, officers, agents, and subcontractors holding positions of fiduciary trust. The Successful Respondent must obtain a bond for the total amount of the Contract value to be determined after Contract notice of award.
- b. The bond must be executed by a corporate surety or sureties holding certificates of authority to do business in the State of Texas and acceptable to TWC. If a surety upon a bond is cancelled, reduced or otherwise amended, the Successful Respondent must immediately notify TWC and provide a replacement bond adequate to cover the terms and conditions of this section.
- c. The Successful Respondent must be the Principal insured entity and TWC must be the assigned certificate holder as the Bond Obligee. A copy of the

bond must be forwarded to the TWC Contract Manager and:

Texas Workforce Commission  
Financial Operations  
101 East 15th Street  
Austin, TX 78778-0001

- d. The failure of the Successful Respondent to provide evidence of the required bond within fifteen (15) business days of the Contract notice of award may result in termination of the Contract award. If any of the coverage is canceled by the insurer for any reason, the Successful Respondent must immediately notify TWC of such cancellation and must obtain replacement coverage acceptable to TWC and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

#### **5.7.4 Cyber Liability Insurance**

- a. The Successful Respondent will be best positioned to control the manner and means of how the new comprehensive web development and management solution with maintenance and operational support is designed, developed, implemented, and maintained. Therefore, the express intent of the parties is to hold the Successful Respondent accountable for information security and privacy standards and practices of Successful Respondent organization as they pertain to the comprehensive web development and management solution with maintenance and operational support implemented.
- b. The Successful Respondent must provide a certification within fifteen (15) business days of the Contract notice of award of Cyber Liability Insurance with limits of at least **Five Million Dollars (\$5,000,000 Claim/Five Million Dollars Aggregate)** to be in full force and effect during the term of the Contract. The insurance must provide coverage for losses and expenses that could include, but are not limited to, notification costs, credit monitoring, crisis management or data reconstruction resulting from a breach. Proof of the insurance coverage must be presented by providing a certificate of insurance to TWC. All coverage must be maintained in full force and effect during the term of the Contract. If any coverage is canceled by the insurer for any reason, the Successful Respondent must immediately notify TWC of such cancellation and must obtain replacement coverage and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.
- c. The Fidelity Bond and Cyber Liability Insurance coverage must not limit

any liabilities or any other obligations that the Successful Respondent has under the Contract.

### **5.7.5 Umbrella Liability Insurance**

- a. Successful Respondent shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Successful Respondent for an amount of not less than amount \$25,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.
- b. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

### **5.7.6 Professional Liability Insurance**

Successful Respondent shall obtain, pay for and maintain professional liability errors and omissions insurance during the Contract term, insuring Successful Respondent for an amount of not less than \$5,000,000.

## **5.8 Liquidated Damages**

### **5.8.1 Expectation and Risk Management**

- a. TWC expects the Successful Respondent to perform its responsibilities and tasks as specified in this RFO and any resulting Contract. This expectation is reasonable, within normally acceptable business practices, and in the best interests of TWC and its customers. The Successful Respondent must include in its offer an acknowledgement that TWC will be damaged if the Successful Respondent fails to fulfill its obligations under the Contract.
- b. TWC has chosen to address most of the Project risks related to Successful Respondent performance through the assignment of liquidated damages. The liquidated damages described below represent the projected monetary loss and expenditures that may occur because of Successful Respondent’s non-performance, including monetary loss because of Project delays.
- c. If the Successful Respondent does not fulfill its obligations under the RFO and any resulting Contract, TWC will be damaged. Establishing the

precise amount or value of such damage would be difficult to quantify. The liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by TWC to establish a reasonable estimate of the damages that will be incurred by TWC in the circumstances described.

- d. TWC will have the right to collect liquidated damages against the Successful Respondent upon demand for payment. In addition, if at any time there are amounts payable to the Successful Respondent under the Contract, TWC will have the right to deduct and/or withhold the amount of any liquidated damages assessed by TWC against the Successful Respondent from the amounts payable to the Successful Respondent.
- e. TWC will notify the Successful Respondent in writing, of any default specified herein, and such liquidated damages must be paid by the Successful Respondent within thirty (30) calendar days of the TWC notice. Upon receipt of written notice, the Successful Respondent will have ten (10) calendar days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered and a corrective action plan for bringing the operations within the standards specified. TWC will have the right to approve and make changes to the corrective action plan submitted by the Successful Respondent. The corrective action plan must be implemented by the Successful Respondent at no cost to and upon approval by the TWC IT Contract Manager. Liquidated damages will not be assessed during the specified cure period for the activity in question. The Successful Respondent's failure to pay the assessed liquidated damages within the designated time frame may be deemed by TWC as a breach of Contract.
- f. TWC has identified certain instances of default or non-performance that, should they continue to occur over extended periods of time, will cause extreme financial losses to and hardship for TWC. Should the Successful Respondent fail to complete the work within the agreed upon times or terms, TWC will assess and collect liquidated damages in the amounts set out below in **subsections 5.8.2, 5.8.3, 5.8.4 and 5.8.5**. However, if such conditions of default continue, TWC intends to pursue recovery of actual losses resulting from the Successful Respondent's failure to perform, and expressly reserves this right. TWC's failure to assess liquidated or actual damages for any of the specific instances cited in no way modifies or waives TWC's right to assess additional liquidated or actual damages relating to other similar occurrences in addition to the specific liquidated damages noted below in **subsections 5.8.2, 5.8.3, 5.8.4 and 5.8.5**.

- g. The Successful Respondent must be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of TWC Data and any non-compliance with data privacy and security requirements. If the State must mitigate an unauthorized breach of confidential data, the Successful Respondent must reimburse the State for any costs incurred.

### **5.8.2 Solution Go-Live Delay**

Failure of Successful Respondent to successfully complete CCW implementation by the due date approved by TWC will result in an assessment of five thousand dollars (\$5,000) per business day. The cure period will be one (1) business day following the due date.

### **5.8.3 Unavailability of Solution After Go-Live**

Unavailability of the CCW to TWC outside the mutually approved scheduled maintenance period, for more than two (2) hours, after a one (1) hour cure period will result in an assessment of two thousand dollars (\$2,000) per hour per calendar day.

### **5.8.4 Virus Contamination**

Each virus that is included in the WCMS flagged by virus detection software will result in an assessment of two thousand dollars (\$2,000) per virus incident per calendar day once a resolution is discovered.

### **5.8.5 Disaster Recovery**

Each complete hour beyond the forty-eight (48) hours from the disaster being reported that the WCMS is not restored will result in an assessment of five thousand dollars (\$5,000) per hour per incident.