



Texas Department of Information Resources

## Request for Offer (RFO)

### Cybersecurity Products and Services

#### DIR-CPO-TMP-550

Class	Item(s)
204-29	*Data/File Security Hardware/Software, to Include Encryption
208-55	*Inventory Management Software, Microcomputer
208-78	*Redaction, De-identification Software
208-81	*Software for Computer Software Training, Microcomputer
208-88	*Software, Monitoring, Microcomputer
208-89	*Threat Alert Software, Microcomputer
208-90	*Utilities: Back-up, Batch File, Firewall, Menus, Operating System, Network Operating System, Network Management, Recovery, Screen, Security, Virus Protection...
209-24	*Biometric Authentication System Software, Mainframes and Servers
209-91	*Utilities: Back-up, Batch File, Menus, Network Management, Operating System, Recovery, Screen, Security, Virus Protection, etc., Mainframes and Servers
838-34	*Communication Security Systems
918-93	*Security and Safety Consulting
920-37	*Networking Services, Including Installation, Security, and Maintenance
990-48	*Identity Theft Protection and Data Security Services
990-28	*Document Recovery Services, Disaster, Including Paper Documents, Film, Tapes...

**Issued: December 14, 2020**

**Version 1.0**

**Responses Due: January 21, 2021 02:00 PM (CT)**

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# 1. Introduction

## 1.1. Solicitation Documents

This solicitation is made up of the following documents. Successful Respondent shall be responsible for fulfilling all requirements contained in these documents.

- (i) Request for Offer (this document)
- (ii) Bid Package 1 Exhibit A Respondent Information
- (iii) Bid Package 1 Exhibit B Respondent Experience
- (iv) Bid Package 1 Exhibit C Contract Marketing and Support Plan
- (v) Bid Package 1 Exhibit D HSP Sample Form
- (vi) Bid Package 2 Itemized Price Sheet
- (vii) Bid Package 3 Sample Contract
- (viii) Bid Package 4 Standard Terms and Conditions
- (ix) Bid Package 5 EDGAR Certification Form
- (x) Bid Package 6 Services Agreement Template
- (xi) Bid Package 7 VPAT (for COTS)
- (xii) Bid Package 8 VADSIR Questionnaire (for Non-COTS)
- (xiii) Bid Package 9 Vendor Accessibility Policy Assessment

## 1.2. Purpose

- (a) The purpose of this Request for Offer (RFO) is to solicit responses from potential Respondents to provide Cybersecurity Products and Services and Related Products to the State of Texas, acting by and through the Department of Information Resources (DIR).
- (b) As a result of this RFO, DIR expects to receive and evaluate Responses and select one (1) or more qualified Respondents with whom to enter into negotiations. [Section 4 Evaluation, Negotiations, and Award](#) of this RFO contains more information regarding evaluation and Respondent selection process. DIR reserves the right to make a single award or multiple awards from this RFO. All contract(s) awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.
- (c) As a result of this RFO, DIR expects to create a contract vehicle that satisfies

statewide procurement requirements for Cybersecurity Products and Services and improves the efficiency of the procurement process by shortening the time required to procure Cybersecurity Products and Services.

- (d) For administrative efficiency for DIR and its Customers, DIR reasonably anticipates that it will award a finite number of Contracts as determined by the competitive breaks created through evaluation of Responses.
- (e) As part of DIR's initiatives to identify strategic sourcing opportunities, DIR reserves the right to make a single award or multiple awards as determined by DIR to achieve the highest overall best value to the state.

### **1.3. Background**

#### **1.3.1 Information Technology Acquisition**

- (a) Through its Cooperative Contracts Program, DIR assists state agencies and local governments (Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, or a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district; those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771; any local government as authorized through Texas Government Code, Chapter 791; the Interlocal Cooperation Act; the state agencies and political subdivisions of other states as authorized by Texas Government Code, Section 2054.0565; and for non-telecommunications IT Commodity products and services, "assistance organizations" defined in Texas Government Code, Section 2175.001.
- (b) DIR combines the buying power of authorized Customers to obtain volume-discounted pricing for selected technology products and services. In addition to offering volume-discounted pricing, DIR created the Cooperative Contracts (Co-op

Contracts) Program to make it easier for Customers to acquire these products and services. Customers place orders with and issue payments directly to the Successful Respondents participating in the Co-op Contracts Program. Subject to DIR rights, DIR will award and negotiate base contract documents with Respondents. Customers contact the Successful Respondent for product and/or services and pricing information, negotiate their own service level agreements and additional terms and conditions, if any, and send their purchase orders (with the DIR contract number) and payments directly to the Successful Respondent, not to DIR. Information regarding the Co-op Contracts Program is located on DIR's Web site at <http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41>.

### 1.3.2 Texas Government Code, Section 2157.068

- (a) Texas Government Code, Section 2157.068, effective September 1, 2005, requires State agencies to buy commodity items, as detailed below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.
- (b) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two (2) or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is a commercially available program that operates hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements and may include Software provided as a service. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staff augmentation, training, maintenance and subscription services. Seat management is a service through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.
- (c) Technology services do not include telecommunications services. The following services are excluded: Long Distance Services, Internet Services (including SOHO), Voice over Internet Protocol (VoIP), Local Voice Service, Wireless Service, Fixed Satellite and Access and Transport.

- (d) Institutions of higher education, K-12, and local governments are not required to purchase IT commodities from DIR, but may do so voluntarily. Information regarding Texas Government Code §2157.068, including processes and guidelines, is located on DIR's Web site at: <http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25>

### 1.3.3 Cost Avoidance Performance Measures

As part of its performance measures reported to state leadership, DIR must show the cost avoidance realized by the State for the products and services obtained under DIR Contracts. Cost avoidance is the difference between the negotiated DIR Contract price and the prevailing market price.

### 1.3.4 Cost Recovery

DIR recovers the costs of negotiating, executing, and administering the Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all customers per Section 2157.068(d) of the Texas Government Code. The administrative fee must be included in the Successful Respondent's price to the Customer and paid to DIR by the Successful Respondent. The fee has been set at a not-to-exceed level of two percent (2.00%) by the current appropriations act of the State Legislature. For the purposes of responding to this RFO, the administrative fee of point seventy-five percent (0.75%) shall be used in calculating the pricing specified in Bid Package 2. DIR may change the administrative fee at any time during a contract term. DIR will notify Successful Respondents of any change in the administrative fee.

### 1.3.5 Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over \$6.4 billion in Customer purchases for the past three (3) fiscal years combined. Information contained within the table below shows the total purchases for the past three (3) fiscal years by Customer segment. These purchases represent contracts that are hardware, software, and services related. The State's fiscal year runs September 1<sup>st</sup> through August 31<sup>st</sup>.

Table 1: DIR Cooperative Contracts Historical Sales

	2018	2019	2020
Assistance Org	\$2,829,930	\$3,164,738	\$7,470,000
Higher Ed	\$332,385,633	\$347,328,352	\$374,820,000
K-12	\$589,443,871	\$645,821,890	\$851,820,000
Local Government	\$448,121,262	\$556,640,312	\$687,950,000
Out of State	\$19,245,239	\$36,914,182	\$59,450,000
State Agency	\$415,815,401	\$455,482,872	\$606,910,000
<b>Total:</b>	<b>\$1,807,841,336</b>	<b>\$2,045,352,346</b>	<b>\$2,588,420,000</b>

### 1.3.6 Current Contracts

DIR currently has multiple contracts to provide cybersecurity products and services (RFO formerly titled Information Technology Security (ITS) Hardware, Software and Related Services). [Table 2: Cybersecurity Products and Services Sales Volume by DIR Fiscal Year](#) shows the total sales volume of services sold through the previous RFO for fiscal years 2018, 2019, and 2020.

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

FY 2018 Sales	FY 2019 Sales	FY 2020 Sales	Total Sales
\$17,319,091	\$43,117,045	\$60,495,311	\$120,931,447

## 1.4. BidStamp Vendor Information System (VIS) Portal

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

### 1.4.1 VIS Account Request Process

- (a) Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Respondents may access the BidStamp VIS Portal via <http://dircommunity.force.com/BidStamp>, and enter in their access credentials. If a

potential Respondent does not yet have login credentials, the Respondent should request one by clicking on “Are you a Vendor and need to request an account?” button that is located on the login page. **NOTE: THIS PROCESS CAN TAKE UP TO FORTY-EIGHT (48) HOURS TO COMPLETE. INTERESTED PARTIES SHOULD NOT WAIT UNTIL THE CLOSING DATE TO BEGIN THE PROCESS OF CREATING AN ACCOUNT.**

- (b) Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR’s website [Information for Vendors](#) page.

#### 1.4.2 Solicitation Response Requirement

**Any Respondent to this RFO must submit their response through the BidStamp VIS.** Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in Section [3.1 Point of Contact](#). Please allow at least five (5) Business Days for response.

## 2. Scope

Cybersecurity products and services, including but not limited to:

### 2.1. Resource, Asset, and Data Protection and Tracking

- a. Identify and manage configuration of hardware and software
- b. Manage hardware and software security vulnerabilities
- c. Protect and manage sensitive data
- d. Prevent and mitigate loss or breach of classified information
- e. Media protection sanitization, marking, storage, transport, and use
- f. Asset discovery
- g. Data backup
- h. Data replication
- i. System recovery
- j. Spam protection

- k. Input validation
- l. Error handling
- m. Flaw remediation
- n. Memory protection
- o. Vulnerability remediation
- p. Incident response and mitigation
- q. Incident reporting
- r. Sandbox development and testing
- s. Malicious code protection
- t. Virtual Private Networks (VPN)
- u. Virtual system and infrastructure design, implementation, management, and support services
- v. Encryption
- w. Cryptography, including key establishment and management
- x. Data leak protection (DLP)
- y. Configuration Management Database (CMDB)
- z. Maintenance tools

## **2.2. Endpoint, Network, and Cloud Security**

- a. Endpoint detection and response (EDR) platforms
- b. Endpoint protection platforms (EPP)
- c. Identify and monitor incidents through data collection and analysis
- d. Continuous scanning for evaluation of vulnerabilities and threats
- e. Penetration testing to identify possible exploitable pathways and validate strength of defenses
- f. Provide protection of data and services for user devices, network

components, applications, and virtual/cloud systems.

- g. Port and service lockdown
- h. Application portioning
- i. Security function isolation
- j. Network disconnect
- k. Transmission confidentiality and integrity
- l. Time synchronization
- m. Access control, including port security and MAC address filtering
- n. Network interface management
- o. Network boundary protection
- p. Network segmentation and segregation
- q. Network monitoring
- r. Network mapping
- s. Event logging
- t. Remote access security
- u. Network capability and stress testing
- v. Cloud compliance with cybersecurity framework standards (ISO, NIST, etc.)
- w. Secure file sharing

### **2.3. Authentication and Authorization**

- a. User and system identity management
- b. Credential management
- c. User permissions management
- d. Configuration management
- e. Identity proofing
- f. Identity theft protection

- g. Multi-Factor Authentication (MFA)
- h. Hardware inventory management
- i. Software inventory management
- j. Identity and Authentication Management (IAM)
- k. Privileged Identity Management and Privileged Access Management (PIM/PAM)
- l. Password management

#### **2.4. Threat Detection and Security Monitoring**

- a. Provide continuous security monitoring and threat detection
- b. Protect against data loss and theft
- c. Vulnerability scanning and management
- d. Data flow mapping
- e. System use monitoring
- f. Anomaly and event detection
- g. Intrusion detection and prevention

#### **2.5. Forensic and Incident Response**

- a. Baseline establishment
- b. Network Architecture Documentation
- c. Change control
- d. Incident response planning and preparedness
- e. Incident response management and recovery
- f. Forensic investigative and examination
- g. Intrusion Protection/Prevention Systems (IPS)

- h. Firewalls, include Web application firewalls (WAF)

## **2.6. Training and Awareness**

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

## **2.7. Related Services**

This RFO is **not** a solicitation for professional or consulting services as defined in Texas Government Code Chapter 2254.

## **2.8. Emerging Technologies**

DIR recognizes that technology is ever evolving and advancing. DIR reserves the right to consider the addition of services to support emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of DIR-CPO-TMP-550. Successful Respondent may propose such services/service categories throughout the term of the Contract. In order to meet the needs of Customers, DIR may request the addition of services within scope of DIR-CPO-TMP-550 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's

sole discretion and any decision will be final.

## **2.9. Threshold and SOW Requirements**

- (a) State Agency Customers (not including institutions of higher education), must adhere to the requirements of Texas Government Code 2157.068 relating to DIR Cooperative Contracts and purchasing thresholds.
- (b) In accordance with Texas Government Code 2157.0685, State Agencies are required to submit a draft and final Statement of Work to DIR for review and approval prior to award.
- (c) Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state Customers.

## **2.10. Electronic and Information Resources (EIR) Accessibility**

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes [1 TAC 206](#), [1 TAC 213](#), and in the [Worldwide Web Consortium WCAG 2.0 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.

Accordingly, **all Vendors 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 submitted pricelist. 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 competed ACRs already exist, and there have been no changes to the product / service since the time of the original document completion.**

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must specify the product(s) as such in “Notes” located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position. Instructions on how to complete a VPAT® can be found on [DIR’s website](#).

- **For Consumer Off the Shelf (COTS)** products, including Software as a Service (SAAS), a completed, accurate **Voluntary Product Accessibility Template (VPAT)** for each product or service included in the submitted pricelist.

Vendors who do not already have accessibility documentation should complete the form located here: <http://www.itic.org/public-policy/accessibility>. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

- **For non-COTS offerings** (such as IT related development services, services that include user accessed, online components, etc.) Vendors must complete a **Vendor Accessibility Development Services Information Request (VADSIR) Questionnaire** (Bid Package 8) which documents Vendor’s capability or ability to produce accessible electronic and information resources.

Additionally, vendors must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

- In addition to the VPAT requirement, vendors **must** complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**. (Bid Package 9)

## 2.11. Form of Contract

### 2.11.1 Sample Contract and Terms Negotiation

The final terms and conditions of any Contract shall be agreed upon during negotiation. However, the minimum standard terms and conditions that shall be included in any awarded Contract are contained in the **sample** Contract for Services attached as “**Bid Package 3**” and the Standard Terms and Conditions for Services Contracts attached as “**Bid Package 4**” to the posting for this RFO, DIR-CPO-TMP-550, on the Electronic State Business Daily, <http://www.txsmartbuy.com/esbd>.

### 2.11.2 Proposed Changes and Exceptions

- (a) **Caution: Respondent’s Response may be disqualified if their exceptions are excessive, or if they list exceptions to non-negotiable terms.**
- (b) Item 11 of **Exhibit A Respondent Information** contains the format for Respondent to note any exception to any provision, term, or condition specified in the *Contract for Services* and *Standard Terms and Conditions for Services Contracts*. Respondent should provide any proposed changes to contract language in redline in the “Proposed Language (redline)” column of the chart in Item 11 of **Exhibit A Respondent Information**.
- (c) **Respondents may request exceptions to standard contract terms and conditions, provided that they provide a legally sustainable reason for the exception (i.e., NOT “My prior contract had the same exception”); however, (1) where noted, exceptions to certain terms and conditions will not be allowed. If Respondent is unable to comply with these provisions, the Respondent’s Response may be subject to disqualification from further consideration; (2) DIR in its discretion may or may not accept the Respondent’s requested exceptions; exceptions submitted without a legally sustainable reason will not be considered; and (3) material deviations (including excessive, additional, inconsistent, conflicting or alternative terms)**

**may render the Offer non-responsive and may result in rejection of the bid.** In addition to the explanation as to why the Respondent cannot comply with the provision, term, or condition, proposed alternative language **must** be included in the Response. If Respondent fails to note any exception, Respondent will not be allowed to request an exception at some later date.

- (d) DIR reserves the right to make changes to the Contract for Services or the Standard Terms and Conditions for Services Contracts 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.

## **2.12. Term of Contract**

DIR anticipates an initial contract term of two (2) years renewable automatically in one (1) optional two-year renewal and one (1) optional one-year renewal under the same terms and conditions, unless either party provides notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to either discuss modifications of terms or not renew.

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 DIR, DIR 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.

Section [2.10.2 Proposed Changes and Exceptions](#) of this RFO contains the format for Respondents to note any exception to any provision, term, or condition specified in the RFO.

Any objections or exceptions should be noted in keeping with Section [2.10.2 Proposed Changes and Exceptions](#).

## **2.13. Option to Extend**

The Successful Respondent agrees that DIR may require continued performance, not including termination assistance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. This option may be

exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

### **3. General Information**

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

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

Pete Casals CTCD, CTCM  
Department of Information Resources  
300 W. 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Email: [pete.casals@dir.texas.gov](mailto:pete.casals@dir.texas.gov)

#### **3.2. Contact with DIR Staff**

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section [3.1 Point of Contact](#) will not discuss the contents of this RFO with any Respondent or their representatives. **Failure of a Respondent and any of its representatives to observe this restriction may result in disqualification of any related Response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement. Contact with the DIR Historically Underutilized Business (HUB) office is allowed solely for the purpose of addressing HUB Subcontracting Plan (HSP) questions.

#### **3.3. Schedule of Events**

##### **3.3.1 RFO Schedule**

It is DIR's intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. DIR reserves the right to modify these dates at any time. Prospective Successful Respondents will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Table 3: Tentative Schedule of Events

Date/Time	Activity
December 14, 2020	Publish RFO on Electronic State Business Daily
December 18, 2020 <b>2:00pm (CT)</b>	Optional Pre-proposal Vendor Conference (note updated event time)
January 7, 2021 5pm (CT)	Estimated deadline for submitting questions
<b>January 21, 2021 2:00 PM (CT)</b>	<b>Deadline for DIR to receive Vendor references Deadline for submitting responses to RFO</b>
January 22, 2021 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

### 3.3.2 Optional Pre-proposal Webinar

The Optional Pre-Proposal Webinar will be held remotely. There is no option for in-person attendance.

#### 3.3.2.1 Webinar Information

- (a) A webinar will be held on the date and time specified in RFO Section [3.3.1](#) above.
- (b) To reserve a webinar seat, register at:  
[https://www.zoomgov.com/webinar/register/WN\\_i0PfxH2NSpSQKOEaflelqA](https://www.zoomgov.com/webinar/register/WN_i0PfxH2NSpSQKOEaflelqA)
- (c) After registering, you will receive a confirmation email containing information about joining the Webinar.
- (d) DIR will provide webinar attendees with an opportunity to submit written questions during the webinar. Although DIR may provide tentative verbal responses to questions during the webinar, responses are not official until they are posted as an addendum to this RFO on the ESBD, <http://www.txsmartbuy.com/esbd>. DIR reserves the right to amend answers prior to the offer submission deadline.
- (e) Any addenda and/or amendment to this procurement solicitation will be posted as an addendum on the ESBD. It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. Respondent’s failure to periodically check the ESBD will in no way release the selected Successful Respondent from “Addenda or additional information” resulting in additional costs to meet the requirements of the RFO.

### 3.3.3 Written Questions and Official Answers

- (a) Respondents shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in Section 3.3.1, RFO Schedule. NOTE:** Texas observes Daylight Savings Time.
- (b) Official answers will be posted as an Addendum to this RFO, DIR-CPO-TMP-550 on the Electronic State Business Daily (ESBD), <http://www.txsmartbuy.com/esbd>. DIR reserves the right to amend answers that were previously posted as part of an Addendum prior to the offer submission deadline.
- (c) Any addenda and/or amendment to this procurement solicitation will be posted as an addendum on the Electronic State Business Daily. It is the responsibility of interested parties to monitor the ESBD for updates to the procurement prior to submitting a Response. Respondent's failure to monitor the ESBD will in no way release the Successful Respondent from "Addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

### 3.4. **Historically Underutilized Businesses**

- (a) The purpose of the Historically Underutilized Business (HUB) Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency must make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:
  - 1. 11.2% for heavy construction other than building contracts;
  - 2. 21.1% for all building construction, including general contractors and operative builders' contracts;
  - 3. 32.9% for all special trade construction contracts;
  - 4. 23.7% for professional services contracts;
  - 5. 26.0% for all other services contracts;
  - 6. 21.1% for commodities contracts.

- (b) It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161.252(b), and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.
- (c) HUBs are strongly urged to respond to this RFO. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Successful Respondents who meet the qualifications are strongly encouraged to apply for certification as HUBs.

#### 3.4.1 HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 21.1%. 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 COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are available in the BidStamp VIS. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. **NOTE:** Respondent must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Successful Respondent for more than five (5) years. If the Successful Respondent does not plan to subcontract, Successful Respondent must state that fact in their plan. A scan of the original, signed paper copy of the HSP must be uploaded into BidStamp. The completed plan shall become a part of the Contract.

#### 3.4.2 HUB Continuing Performance

Any Contract includes reporting responsibilities related to HUB subcontracting. Successful Respondent shall not change any subcontractor without submitting a revised HUB Subcontracting Plan (HSP). Any change to a subcontractor and revised HSP must be approved in writing by DIR prior to implementation. **Customers are not required to pay for services received from subcontractors that are not part of an approved HSP.**

### 3.4.3 HUB Resources Available

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Website at: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. For additional information, contact the CPA's HUB program office at [StatewideHUBProgram@cpa.texas.gov](mailto:StatewideHUBProgram@cpa.texas.gov). If Respondent knows of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

## 3.5. Successful Respondent Qualifications

### 3.5.1 Authorized Successful Respondents

Successful Respondents who propose to this RFO must be one of the following:

- (a) Successful Respondent will sell directly to Customers through a Co-op Contract. Any proposing Successful Respondent who is not the Manufacturer/Publisher must supply a signed letter from the Manufacturer/Publisher certifying that Successful Respondent is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Successful Respondent's proposal. Signed letters of authorization must be submitted with Successful Respondent's proposal. Failure to supply the letter may result in elimination of the related proposal from the solicitation process.
- (b) Successful Respondent will execute a Co-op Contract with DIR and designate one or more qualified dealers or resellers or Order Fulfillers to sell directly to Customers on its behalf. Successful Respondent may also sell directly to Customers. Successful Respondents proposing to this RFO must supply a signed letter from the Manufacturer/Publisher certifying that Successful Respondent is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Successful Respondent's proposal. Signed letters of authorization must be submitted with Successful Respondent's proposal. Failure to supply the letter may result in elimination of the related proposal from the solicitation process.

### 3.5.2 Federal Requirements

- (a) State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Respondent listed in the prohibited Vendor list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List) shall not be awarded a Contract as a result of this RFO. Any Respondent awarded a Contract must agree that if at any time during the term of the Contract the Successful Respondent is listed on the Terrorism List, the Successful Respondent shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure Contract Holder remains in compliance with these Federal Requirements. DIR shall have the absolute right to terminate the Contract without recourse in the event Successful Respondent becomes listed on the Terrorism List.
- (b) Should any Contract Holder become suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, the Contract Holder's Contract will be terminated without recourse.
- (c) Successful Respondent shall comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract.
- (d) The **Education Department of General Administrative Regulations (EDGAR)** are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014. EDGAR encourages the use of cooperative agreements for procurement or use of common or share goods and services in order to foster greater economy and efficiency. DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code 2054 and 2157. If Successful Respondent provides evidence of its EDGAR compliance that DIR to the best of information and belief, finds to be satisfactory, then DIR may identify Successful Respondent as certifying that all or a

portion of Successful Respondent's listings are EDGAR eligible, and DIR may then permit Successful Respondent to so identify all or part of its offerings on Successful Respondent's DIR website. In such cases, upon request from eligible Customer, Successful Respondent must complete EDGAR certification affirmation forms to satisfy Customer requirement.

### 3.5.3 Successful Respondent Performance and Debarment

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

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

### 3.5.4 Required Respondent and Subcontractor Current and Former State Employee Disclosures

Respondent shall disclose, for itself and on behalf of all of its Subcontractors, in its response to **Exhibit A Respondent Information, Section 12 Respondent and Subcontractor Conflict of Interest Disclosure**, all of the following:

1. Any current or former employees of Respondent who will spend twenty percent (20%) or more of their time on the Contract and are current or former employees of DIR within the past five (5) years;
2. Any proposed Respondent personnel assigned to work directly on the Contract twenty percent (20%) or more of their time who are related within two (2) degrees of consanguinity of any current or former employees of DIR. Disclosure of former state employees may be limited to the last five (5) years; and
3. Respondent will certify that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Respondent will complete the following information in order for the Response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Respondent, and Date of Employment with Respondent.

### 3.5.5 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a

state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

### **3.6. Response Deadline and Submission Requirements**

Respondents are invited to submit Responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before **the solicitation response due date listed in [Table 3: Tentative Schedule of Events](#)**. **No late Responses will be reviewed.** No facsimile or e-mail responses shall be accepted unless otherwise indicated in an Addendum on the ESD. No physical written responses will be accepted unless pre-approved and authorized by DIR.

#### **3.6.1 Official Timepiece**

The system clock in the BidStamp VIS is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13<sup>th</sup> floor, at which point the clock in the Purchasing office shall serve as the official timepiece for those Responses.

### **3.7. Response Format and Contents**

Per Section [1.4.1](#) VIS Account Request Process, any Respondent responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

#### **3.7.1 Mandatory Response Contents**

**RESPONDENT MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE WILL BE REJECTED.**

##### **1. Respondent Information – Exhibit A of this RFO**

This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Respondent. Respondent's Response should offer information to support its capability to provide the products and services required in this RFO. **Attachments 1 and 2 must be completed and submitted with the Response if applicable per Item (xxi), Canceled Contracts.**

**2. Respondent History and Experience – Exhibit B of this RFO**

Respondent's Response should offer information to support its capability to provide the products and services required in this RFO.

**3. Contract Marketing and Support Plan – Exhibit C of this RFO**

Respondent shall provide a plan that describes the Respondent's ability and strategy for promoting and supporting the Contract, if awarded. Successful Respondent shall be responsible for following the plan to ensure Customer sales under the Contract.

**4. HUB Subcontracting Plan Forms – See Exhibit D HSP Sample Form**

All Successful Respondents, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan (HSP). **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal.** Refer to Section [3.4 Historically Underutilized Businesses](#) for more information regarding HUB subcontracting. **NOTE: For the purposes of the HUB Subcontracting Plan, Order Fulfillers designated by a manufacturer or publisher to sell directly to Customers on its behalf are considered subcontractors. The signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

**5. Product and Services Pricing – Bid Package 2**

Respondent shall provide a detailed description and the specific pricing for any products and services that Respondent is proposing to offer in response to this RFO. Products and services should be listed in the Excel spreadsheet that is attached as "Bid Package 2" to the posting of this RFO, DIR-CPO-TMP-550, on the Electronic State Business Daily, <http://www.txsmartbuy.com/esbd>. Respondent shall provide specific pricing for the products and services applicable to their response.

**6. Service Agreements (if any)**

Respondent shall provide any Service Agreements that are applicable to the services

Respondent is proposing. These Agreements must, at a minimum, allow and provide for inclusion of the terms and conditions of the Contract for Products and Related Services (Bid Package 3) and the Standard Terms and Conditions for Products and Related Services Contracts (Bid Package 4).

## **7. EDGAR Certification Form – Bid Package 8**

Respondents must provide the EDGAR Certification Form (Bid Package 5) as requested in Section 3.5.2, Federal Requirements, of this RFO.

### **3.7.2 Accessibility of Electronic Response Documents**

Respondent Response should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suites.

## **3.8. Rejection of Responses**

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

## **3.9. Right to Amend or Withdraw RFO**

- (a) DIR reserves the right to alter, amend or modify any provision of this RFO, or to withdraw this RFO, in whole or in part, at any time prior to the award of a contract if to do so is in the best interest of the State. DIR reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.
- (b) Any changes or additional information regarding this RFO will be posted as an Addendum to DIR-CPO-TMP-550 on the Electronic State Business Daily, <http://www.txsmartbuy.com/esbd>. It is the responsibility of Successful Respondents to monitor the web site for Addenda. Successful Respondent's failure to monitor the ESBD will in no way release the Successful Respondent from "Addenda or additional information" resulting in additional costs to meet the requirements of the RFO Pre-agreement Costs.

- (c) DIR shall not be responsible or liable for any cost incurred by any Successful Respondent in the preparation and submission of its response to this RFO or for other costs incurred by participating in this procurement process.

### **3.10. Ownership of Responses**

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

### **3.11. Public Information**

- (a) DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information after contracts are executed or if the procurement is terminated. Respondent may not mark its complete proposal "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).
- (b) The Office of the Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act DIR shall comply with all decisions of the OAG.
- (c) DIR assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

## **4. Evaluation, Negotiations, and Award**

### **4.1. Evaluation of Responses**

DIR will review proposals to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All proposals determined to be responsive will go through a financial review overseen by the Chief Financial Office. **The financial**

**review is a pass/fail determination that is final.** Only Responses that receive a passing grade will proceed to the Evaluation Committee. DIR will establish an Evaluation Committee to review all Responses that have not been rejected. At any time during the evaluation process, DIR may ask any or all Respondents to elaborate on or clarify specific points or portions of their Response. DIR's request and Respondent's Response shall be in writing. Once initial evaluation of Responses has been completed, the Evaluation Committee shall provide the tabulated scores to the DIR purchasing office and shall conclude their duties.

## **4.2. Evaluation Criteria**

### **4.2.1 Pass/Fail Criteria**

In addition to the criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

1. Financial Review - DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 13)
2. Compliance with applicable provisions of §2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
  - a. A score of less than C in the Vendor Performance System;
  - b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
  - c. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontracting Plan (See Exhibit D HSP Sample Form).

### **4.2.2 Weighted Evaluation Criteria**

(a) The criteria to be used in determining the best value for the State are as follows, in order of importance/weight:

- 1. Product and Services Pricing (Bid Package 2) – 45%**
- 2. Contract Marketing and Support Plan – 30%**
  - a. Respondent's plan for supporting the Contract, if awarded. DIR will score

Respondent's specific responses to the following:

**Bid Package 1 Exhibit C Contract Marketing and Support Plan**

**3. Respondent experience in providing the products and services requested as detailed in Bid Package 1 Exhibit B Respondent History and Experience, inclusive of References received on Bid Package 7 Reference Form, and performance as described below – 25%:**

- a. Respondents will be evaluated on performance under existing and prior contracts for similar products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115(b).

**4.3. Presentations, Revised Offer**

- (a) DIR in its discretion shall make the determination whether to request presentations and/or engage in the Revised Offer process. Both presentations and the Revised Offer process, if held, may be scored.
- (b) DIR reserves the right to continue to evaluate Responses until such point as the best value, as defined by Texas Government Code, Section 2157.003, is obtained for the State.

**4.4. Negotiations**

At the conclusion of the evaluation, presentations, and revised offers (if applicable), as described within Sections [4.1 Evaluation of Responses](#) through [4.3 Presentations, Revised Offer](#) above, DIR staff shall determine the number of Respondents with which it will start contract negotiations. In its discretion, DIR shall terminate contract negotiations when DIR determines that the best value for the State has been obtained. Then the staff will recommend award of one (1) or more contracts to DIR Executive Management.

**4.5. Award of Contract**

- (a) DIR Executive Management shall approve the decision to award any Contracts, if in the best interest of DIR and the State to do so. The decision of Executive

Management on any award is final. Any award for this RFO shall be posted under DIR-CPO-TMP-550, on the Electronic State Business Daily, <http://www.txsmartbuy.com/esbd>, upon execution of a Contract with one (1) or more Successful Respondents. All Responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all Contracts resulting from this RFO have been executed.

- (b) Any Contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

#### **4.6. Protest Procedures**

Any Respondent who is aggrieved in connection with this RFO, evaluation, or award of a contract may formally protest to DIR in accordance with the Respondent protest procedures posted on the DIR Web site at: <http://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=21>.

**END OF RFO**

## Addendum 1

<b>SOLICITATION NUMBER:</b>	DIR-CPO-TMP-550
<b>SOLICITATION NAME:</b>	Cybersecurity Products and Services
<b>ADDENDUM NUMBER:</b>	1

**Addendum Date:** January 8, 2021

If you should have any questions regarding this Addendum, please contact:

Pete Casals  
Department of Information Resources  
300 W. 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Internet: [pete.casals@dir.texas.gov](mailto:pete.casals@dir.texas.gov)

Notice is given to Respondents desiring to submit a response to the above referenced solicitation that additional information is required:

This Addendum modifies the solicitation for Cybersecurity Products and Services, Solicitation No. DIR-CPO-TMP-550, released December 14, 2020. It informs interested parties that:

- On Friday, January 8, 2021 from 7:00 p.m. through 3:00 a.m., the DIR website and the BidStamp Vendor Information System will be down for maintenance. Do not attempt to make any adjustments to your Response during this time.
- References will not be required for this RFO and any mention of references in the RFO documents will be removed in the next addendum.

**In the submission of its Response to this solicitation, Respondents shall submit this signed “page one” of the Addendum, acknowledging receipt of the Addendum.**

Respondent Acknowledgment of Receipt

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(printed entity name)

---

(printed name of authorized representative)

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(signature of authorized representative)

---

(date)



**Department of Information Resources  
Cybersecurity Products and Services  
Request for Offer DIR-CPO-TMP-550  
Addendum 2**

This addendum to Request for Offer (RFO) DIR-CPO-TMP-550 contains:

1. Modifications to RFO
  2. Pre-bid Conference Presentation Slides
  3. Pre-bid Conference Webinar Attendees List
  4. Link to Vendor Pre-Bid Conference YouTube Video
- 

**1. MODIFICATIONS TO RFO**

**1. Bid Package 1, Request for Offer, Section 3.3.1 RFO Schedule is amended to the following:**

**3.3.1 RFO Schedule**

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

Table 3: Tentative Schedule of Events

<b>Date/Time</b>	<b>Activity</b>
December 14, 2020	Publish RFO on Electronic State Business Daily
December 18, 2020 <b>2:00pm (CT)</b>	Optional Pre-proposal Vendor Conference (note updated event time)
January 7, 2021 5pm (CT)	Deadline for submitting questions
<b>February 4, 2021 2:00 PM (CT)</b>	<b>Deadline for submitting responses to RFO</b>
February 5, 2021 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution



Department of Information Resources  
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Addendum 2

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2. **PRE-BID CONFERENCE PRESENTATION SLIDES**

Please see the following pages.

3. **PRE-BID CONFERENCE SIGN-IN SHEET & WEBINAR ATTENDEES LIST**

Please see the following pages.

4. **PRE-BID CONFERENCE YOUTUBE RECORDING**

<https://youtu.be/1DjNrUueWd4>



**Department of Information Resources  
Cybersecurity Products and Services  
Request for Offer DIR-CPO-TMP-550  
Addendum 3**

This addendum to Request for Offer (RFO) DIR-CPO-TMP-550 contains:

1. Modifications to Bid Package 1 Request for Offer
2. Modifications to Bid Package 1 Exhibit A Vendor Information
3. BidStamp/VIS Price Form Instructions
4. Questions and Answers

**1. MODIFICATIONS TO RFO**

- A. Bid Package 1, Request for Offer, Section 4.2.2 Weighted Evaluation Criteria is amended to the following:**

**4.2.2. Weighted Evaluation Criteria**

The criteria to be used in determining the best value for the State are as follows, in order of importance/weight:

- 1. Product and Services Pricing (Bid Package 2) – 45%**
- 2. Contract Marketing and Support Plan – 30%**

Respondent's plan for supporting the Contract, if awarded. DIR will score Respondent's specific responses to the following:

**Bid Package 1 Exhibit C Contract Marketing and Support Plan**

- 3. Respondent experience in providing the products and services requested as detailed in Bid Package 1 Exhibit B Respondent History and Experience, and performance as described below – 25%:**

Respondents will be evaluated on performance under existing and prior contracts for similar products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115(b).

- B. Bid Package 1, Request for Offer, Section 3.7.1 Mandatory Response Contents Item No. 7 is amended to the following:**

**7. EDGAR Certification Form – Bid Package 5**

Respondents must provide the EDGAR Certification Form (Bid Package 5) as requested in Section 3.5.2, Federal Requirements, of this RFO.



**Department of Information Resources  
Cybersecurity Products and Services  
Request for Offer DIR-CPO-TMP-550  
Addendum 3**

**C. Bid Package 1, Request for Offer, Section 3.3.1 RFO Schedule is amended to the following:**

**3.3.1 RFO Schedule**

It is DIR's intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. DIR reserves the right to modify these dates at any time. Prospective Vendors will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Table 3: Tentative Schedule of Events

<b>Date/Time</b>	<b>Activity</b>
December 14, 2020	Publish RFO on Electronic State Business Daily
December 18, 2020 <b>2:00pm (CT)</b>	Optional Pre-proposal Vendor Conference (note updated event time)
January 7, 2021 5pm (CT)	Deadline for submitting questions
<b>February 11, 2021 2:00 PM (CT)</b>	<b>Deadline for submitting responses to RFO</b>
February 5, 2021 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

**2. BID Package 1 Exhibit A Vendor Information Item 10 is amended to the following:**

10) Vendor Reference Questionnaires are not required for this RFO.

**3. BidStamp/VIS Price Form Instructions**

- A. Click on "**Edit Pricing Form**" Button on the RFO Response main page.
- B. Enter brand name in the "**Brand**" column. If your offer has more than one (1) discount associated with the brand, you can use the "**Category**" and "**Subcategory**" columns, if necessary, to delineate the product discounts.
- C. Enter the discount being offered to the DIR customer in the "**Discount off MSRP**" field. Note: Discount off List Price is also acceptable.
- D. Due to BidStamp/VIS system limitations, please also enter "NA" in the "**Product Number**" column and select either the "**Manufacturer**" or "**Reseller**" checkbox. If there are no entries in these fields when you attempt to save the row, BidStamp/VIS will produce a validation error message.
- E. Click "**Save**" in the "**Action**" Column.

**4. Questions and Answers**



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Addendum 3**

<b>No.</b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
1	<p>Per Section 3.7.1 Mandatory Response Contents, pages 22-23, Exhibit A and the HSP require signatures.</p> <p>Due to the Covid-19 pandemic, for the safety of our employees, all personnel within our organization are working remote, which does not allow for in person interactions. Will DIR please consider accepting e-signatures for all forms requiring signatures?</p>	Authenticated electronic/digital signatures (Adobe, DocuSign, etc.) are acceptable on all forms.
2	RFO Number DIR-CPO-TMP-550; Pre Solicitation Call -It was mentioned in the pre-solicitation call that a wet signature is required on all documents. Would this include documents that our partners are providing as well?	Wet signatures are not required. See Question 1
3	Bid Package 1, Exhibit A, requires a signature from an individual authorized to contractually bind the vendor. Will the DIR accept a signature that is attached electronically to this document? Our company's current "work-from-home" restrictions pursuant to the COVID-19 pandemic present logistical challenges associated with obtaining copies of handwritten original signatures from the corporate official authorized to bind the company contractually.	See Question 1
4	The primary RFO document, section 3.4.1, requires an original signature on the HUB Subcontracting Plan. Will the DIR accept a signature that is attached electronically to this document? Our company's current "work-from-home" restrictions pursuant to the COVID-19 pandemic present logistical challenges associated with obtaining copies of documents with original signatures.	See Question 1



**Department of Information Resources  
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Request for Offer DIR-CPO-TMP-550  
Addendum 3**

<b>No.</b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
5	Bid Package 5, EDGAR Certification Form, requires initials and a signature. Will the DIR accept initials and a signature that are attached electronically to this document? Our company's current "work-from-home" restrictions pursuant to the COVID-19 pandemic present logistical challenges associated with obtaining copies of documents with original initials/signatures.	See Question 1
6	If wet ink signatures are required for the HSP, do vendors need to upload scanned versions of the signed bid and an accessible version as well?	See Question 1
7	RFO Number DIR-CPO-TMP-550; Pre Solicitation Call - It was mentioned in the pre-solicitation call that a wet signature is required on all documents. Would this include documents that the Manufacturer/Publishers are providing to the Reseller Respondents? For example, the LOAs?	See Question 1
8	Section 3.4.1 HUB Subcontracting Plan (page 18) states a scan of the original, signed paper copy of the HSP must be uploaded into BidStamp. Due to the ongoing global pandemic, and the fact the submission is electronic through BidStamp, we request an electronic signature be accepted for the HSP.	See Question 1
9	So digital signature on the HUB is no good? Need to print and upload?	See Question 1
10	Due to the Covid-19 pandemic, for the safety of employees, many organizations are working remote, which does not allow for in person wet ink signatures. Will DIR consider accepting e-signatures only for all forms?	See Question 1
11	Are references a requirement for this RFO?	[note: There were several questions received regarding this request and the following response addresses all of them.] Reference forms are not required for this RFO.



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Cybersecurity Products and Services  
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Addendum 3**

<u>No.</u>	<u>Question</u>	<u>Answer</u>
12	Can you please consider extending the due date?	[note: There were several questions received regarding this request and the following response addresses all of them.] Response due date has been extended in Addendum 2 posted to ESD on 1/12/2021. Responses are now due on 2/11/2021.
13	Will secondary competition be required once the contracts are established?	Yes, additional competition may occur once master contracts are established. DIR establishes master contracts for use by DIR customers. They are awarded at zero dollar and actual use is determined by customer demand. Customers will provide specific details in any subsequent competition. See RFO 1.3.1 Information Technology Acquisition
14	Will the state pay for additional solution, that will be implemented ?	See Question 13
15	What will be the environment of encryption ? will it be hardware or network or whole infrastructure ?	See Question 13
16	Section: 2. Scope - 2.2 Endpoint, Network and Cloud Security Question: In point O, Is Network boundary protection related to perimeter firewall management or something different?	See Question 13
17	Document: Cybersecurity Products and Services RFO DIR-CPO-TMP-550 Section: 2. Scope - 2.2 Endpoint, Network and Cloud Security Question: Could you confirm if point "P" Network segmentation and segregation is related to the definition of firewall zones and rules?	See Question 13
18	Document: Cybersecurity Products and Services RFO DIR-CPO-TMP-550 Section : 2. Scope - 2.2 Endpoint, Network and Cloud Security Question: In Point "Q". Network monitoring refers to provide a dedicated team to monitor alerts or to provide and set up a monitoring tool?	See Question 13



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<b>No.</b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
19	Document: Cybersecurity Products and Services RFO DIR-CPO-TMP-550 Section: 2. Scope - 2.2 Endpoint, Network and Cloud Security Question: In Point "R". Does Network mapping refer to create network diagrams?	See Question 13
20	Document: Cybersecurity Products and Services RFO DIR-CPO-TMP-550 Section: 2. Scope - 2.2 Endpoint, Network and Cloud Security Question: Is Point "S" referring to create a team that monitors the events or to set-up an event logging tool?	See Question 13
21	Document: Cybersecurity Products and Services RFO DIR-CPO-TMP-550 Section: 2. Scope - 2.2 Endpoint, Network and Cloud Security Question: In Point "t". Is remote access security referring to Client VPN set up and support?	See Question 13
22	Do you wish to have data redaction at the capture level, server level, desktop level, or all of the above?	See Question 13
23	Is it your desire that users should be able to apply digital rights to redacted sections of documents with audit trail?	See Question 13
24	Page 7, section 2.2 ... Question: In cases where we can offer an on-prem or SaaS version of the same product, is one of these models preferred?	See Question 13
25	Page 7, section 2.1.v Encryption ... Question: What kind of data (structured, non-structured) is being hosted in cloud environments?	See Question 13
26	Page 7, section 2.1.v Encryption ... Question: Is encryption required for data in motion?	See Question 13
27	Page 7, section 2.1.v Encryption ... Question: Is encryption required for files, databases?	See Question 13



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<u>No.</u>	<u>Question</u>	<u>Answer</u>
28	Page 7, section 2.1.v Encryption ... Question: Is Format Preserving Encryption required?	See Question 13
29	Page 7, section 2.1.s ... Question: How many user and server endpoints do you have today?	See Question 13
30	Page 8, section 2.3 Authentication and Authorization ... Question: How many users and what types of users are in play -- internal, external users, etc.?	See Question 13
31	Page 8, section 2.3.d Configuration Management ... Question: For "Configuration Management," can you expand on this and in the context of authentication and authorization?	See Question 13
32	Section 2.7 says that consulting services are not included in this RFO. Can you please clarify how that affects cybersecurity assessment services? They are essentially consulting services.	DIR does not provide contracts for consulting services as defined in <a href="#">Texas Government Code Chapter 2254</a> . If the primary objective of the service is consulting services (such as management consulting) then it is outside the scope of this RFO. However, if the primary objective of the service is for cybersecurity improvement delivery (such as cybersecurity governance development, training, assessment services, contingency planning, etc.) then it would fall within the scope of this RFO.
33	In the RFO, Section 2.7 says This RFO is not a solicitation for professional or consulting services as defined in Texas Government Code Chapter 2254. Does this mean, that the bidders have to be a product company?	No, bidders do not have to be a product company.



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<u>No.</u>	<u>Question</u>	<u>Answer</u>
34	Some of our fraud-detection products require a minimum purchase of professional consulting services to implement the use case. However, it's unclear whether the RFO allows this. RFO section 2.7 on page 10 seems to prohibit professional consulting services, yet the commodities table on RFO page 1 includes 918-93 "Security and Safety Consulting." Please elaborate.	See Question 32
35	Our firm offers what we call "Professional IT & Consulting Services" such as IT Audits, Vulnerability Assessments, Penetration Testing, Risk Assessments, etc.; however, upon reviewing the language in the Texas Gov't Code Chapter 2254, the aforementioned IT services do not appear to fall subject to this code, which would be disqualified by section 2.7 of your RFO document. I just want to confirm that we can still respond to this RFO for consulting services only, without providing any hardware or software services that are considered commodities.	See Question 32
36	If a vendor provides their VPAT Compliance Letter do they still have to submit a completed VPAT Bid Pack 7 & 9?	Accurate VPATs are required for all applicable Commercial Off-The-Shelf (COTS) products in your submitted price list. The Policy questionnaire is also required. VADSIR is only applicable for development services with user interfaces used by the state or members of the public. Compliance letters would not be considered acceptable.
37	Does Bid Package 9 Vendor Accessibility Policy Assessment need to be filled out by our organization only, or does each manufacturer of product we are reselling need to complete too?	Manufacturers are not required to complete Bid Package 9.
38	If we don't provide software products or related services, do we need to provide Package 9? Our clients don't access any of our internal systems, and they only provide document files to us for information related to "consulting" projects.	See RFO Section 2.10. All respondents must complete Bid Package 9.



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<u>No.</u>	<u>Question</u>	<u>Answer</u>
39	Will you accept VPAT drafts? These haven't been 3rd party vetted yet but are on their way to 3rd party review?	Yes. Respondents opting to provide draft VPATs should also include the dates when the final 3rd-party vetted versions will be available to DIR.
40	Bid Package 8 VADSIR Questionnaire (for Non-COTS) If a distributor is responding with multiple OEMs, where the OEMs will be conducting the services, should we have the OEM complete the VADSIR?	The Respondent should obtain accurately completed VADSIR forms from any subcontractors providing development services that involve user interfaces.
41	In regards to the Accessibility Conformance Reports and Voluntary Product Accessibility, do the vendors, we use, required to provide the reports or only my company?	As the submitting vendor, you are responsible for obtaining accurate VPATs / Accessibility Conformance Reports (ACRs) from the manufacturers you represent, and for any COTS products your company manufactures.
42	Can [Vendor's Name], as a Manufacturer / Publisher respond directly with the intent to hold its own contract and name resellers to fulfill on its behalf?	Yes, as the manufacturer/publisher you can hold a DIR contract and provide for resellers to fulfill the orders. List your resellers on your Appendix B HSP form.
43	As I explained, we are considering proposing on the subject RFO, but we aren't sure if the attached Accessibility Policy Assessment applies to us. We don't develop, sell, or partner with software or hardware vendors, and the only services we offer don't involve providing a software interface to an end user.  Could you help me understand the purpose of the assessment and whether we need to fill it out? If we do need to fill it out, I'm not sure how to direct our IT team in terms of what systems the assessment would apply to.	The policy form applies to every submitting vendor and relates to the maturity of the accessibility program within your company and how that might reflect on the products your company offers. Normally, it is helpful in determining the accuracy of other accessibility documents. For a company with no COTs or development services, another example of accessibility maturity might be your website and its compliance to accessibility standards for use by people with disability.
44	The Accessibility Assessment is a pass/fail evaluation, correct? The reason I ask is I'm not sure at what stage our accessibility efforts are in terms of our internal systems.	Yes, in that documentation must be submitted for review. Products/services need not be accessible, but the documentation must be completed, accurate, and included with your response.



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<b><u>No.</u></b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
45	Can we bid on just the training portion of the requirement? In Section 2.6 Training and Awareness you list several training requirements that we can provide.	Yes. Respondents are encouraged to bid any or all or any combination of the products/services or product/service categories listed in Section 2 Scope in the RFO.
46	Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. Instructions are included in Bid Package 5. Could you explain? Do we have to send the EDGAR compliance questionnaire t [sic] 3 companies or government agencies?	The Vendor Reference Questionnaire requirement has been removed from this RFO, it is not in regard to the EDGAR Certification Form, but a requirement some DIR RFOs have that the respondent send a Vendor Reference Questionnaire to three (3) companies or government agencies.
47	Vendor certifies that, to the extent applicable to this scope of this RFO, Vendor is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the related rules found at 30 TAC Chapter 328; Does if apply even if we offer software only?	No, this is not applicable to software. This applies to hardware.
48	Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the products and services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education. If yes, provide the entity names, total sales, quantity sold, and discount % off list price. Does it mean that subcontractor(s) should be registered a Texas vendor?	Subcontractors are not required to be registered with the Comptroller of Public Account's to do business in the state, however reseller do



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<b>No.</b>	<b>Question</b>	<b>Answer</b>
49	<p>With regard to Marketing strategy, is there information regarding "potential volume" of customers? I mean how many:</p> <ul style="list-style-type: none"> <li>a. Texas State Agencies</li> <li>b. Public and Private Institutions of Higher Education</li> <li>c. Public and Private School Districts (K-12)</li> <li>d. Local Governments</li> <li>e. Assistance Organizations</li> <li>f. Public Hospitals</li> <li>g. Public Institutions outside of Texas could be potential users of Cybersecurity software offered in this RFO?</li> </ul>	<p>For information on who is an eligible DIR customer, please refer to:  <a href="https://www.dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25">https://www.dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25</a></p> <p>In addition, the link to the Open Data Portal for the Cooperative Contracts DIR customer list (5000+ customers) is attached for your reference.</p> <p><a href="https://data.texas.gov/Government-and-Taxes/DIR-Customer-List/4kje-y9af">https://data.texas.gov/Government-and-Taxes/DIR-Customer-List/4kje-y9af</a></p>
50	<p>May I also clarify if both Exhibit A requirements will be excluded in the RFO submission?  Exhibit A Attachment1: List of Vendor's Cancelled Contracts  Exhibit A Attachment 2: Respondent Release of Liability to Reference</p>	<p>Respondents MUST provide both Exhibit A Attachment 1 and Exhibit B Attachment 2. Failure to provide these documents may result in a disqualification.</p>
51	<p>Sannet Solutions was incorporated in Florida, and we submitted the request to be a Texas vendor. With regard to Taxes: how much / what taxes should we take into consideration?</p>	<p>Texas Franchise Tax information can be found at this link:  <a href="https://comptroller.texas.gov/taxes/franchise/">https://comptroller.texas.gov/taxes/franchise/</a></p>
52	<p>Can you confirm that a vendor does not have to bid all items listed in "Section 2 SCOPE", therefore allowing the vendor to select the items that they want to propose as well as add others?</p>	<p>Respondents are encouraged to bid any or all or any combination of the products/services or product/service categories listed in Section 2 Scope in the RFO.</p>
53	<p>I am working on our response for CPO-TMP-550. I noticed in the Bid Pack 2 EXCEL workbook that the product tab does not have a field for Unit of Measure.</p> <p>This is presenting an issue for the software vendors that are selling subscription licensing expressed like per user/month or year . What is your recommendation? So we put the unit of measure in the description field?</p>	<p>Respondents can add rows for each Unit of Measure (UOM).</p>



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<b><u>No.</u></b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
54	<p>Request further clarification on the products and services DIR is requests Offers from vendor industry.</p> <p>Is this RFO intended to cover web-based service offerings such as Distributed Denial of Service (DDOS) protection? These services can be offered on top of Internet telecommunications services; however we understand telecommunications services are not included within this RFO?</p>	Telecommunications services are not within the scope of this RFO and any cybersecurity service offerings should be separate from telecommunication services.
55	Does this RFO encompass services such as managed-firewall services where the vendor is not selling equipment but is fielding the equipment to the customer location and then remotely providing services?	Yes, such managed-firewall services are acceptable.
56	Does this RFO allow for the provisioning of services when equipment is not owned by the end-customer?	Yes.
57	The services sheet within the pricing workbook (Bid Package 2 Itemized Price Sheet.xlsx) seems to have a glitch in the way the Discount % off MSRP/List (Column F) and DIR Customer Price (Column G) is calculated. After entering the List COST Per Unit and Unit of Issue in Column D and E respectively , we don't see the correct figure calculated in above mentioned columns. There were no additional instruction noted for service tab, could you please advise?	There is a formula on the Services Tab Column F where there should not be. Overwrite the formula with the amount of discount being proposed and the remaining calculation in Column G should be correct.



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<p>58</p>	<p>The Terms and Conditions (Appendix A) for this RFO on page 14 of 33, 6.C.3 states”</p> <p>“3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price.”</p> <p>I have several COOP bids where I am offering COOP members a 15% discount, but the service fee for the coop comes out of my end, which makes the cost to the customer less than the final cost for the same item under your service fee rules, which add the service fee onto the customer discounted price.</p> <p>Example: This Bid - hourly consulting rate is \$135, with the 15% discount brings it to \$114,75, but then when the DIR fee is added in (\$0.86) the final customer price is \$115.61. I pay DIR \$0.86 leaving me with \$114.75 TIPS Bid - hourly consulting rate is \$135, with the 15% discount brings the final customer price to \$114.75. I pay TIPS 4% (\$4.59) leaving me with \$110.16</p> <p>The TIPS bid also has a clause that if I offer a lower price, then I must lower my TIPS price to that level. It seems like I would go back and forth lowering for TIPS, then DIR.... Until my price was \$0</p> <p>Am I reading the DIR terms incorrectly, or does the fact that on both contracts I am using \$135/hour with a 15% discount for</p>	<p>DIR cannot speak to the compliance of the terms and conditions on non-DIR contracts, however, for the purpose of compliance with The Terms and Conditions (Appendix A) for this RFO on page 14 of 33, 6.C.3, DIR Vendor that holds multiple contracts will be expected to offer and adjust the DIR pricing to reflect the lowest price to DIR customers on DIR held contracts.</p>
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<u>No.</u>	<u>Question</u>	<u>Answer</u>
	both COOP bids mean I am in compliance with DIR terms?	
59	A manufacturer we resell is already on the DIR and states they will not provide a VPAT. They are providing LOA etc.. Is that acceptable to state (no vpat) when completing the pricing sheet?	No. VPATS are required for all proposed products. See Section 2.10 for EIR documentation submission requirements.
60	Can you confirm that Hardware can also be proposed?	Stand-alone hardware is not included under this scope. For hardware to be considered, it must be bundled with software products and be shown with bundled pricing only.
61	Is there any "non-competition" template, or is it just an internal matter between the prime and the HUB organization?	The relationship between the respondent and their subcontractors is strictly between those two parties.
62	How could I know those HUBs that considered to present an offer instead of being subcontractors?	You will need to discuss with HUB firms as there is no other way to determine if they are responding as a prime or not.
63	[Vendor name] has been held on 3 other DIR contracts but has not held our own to date. Within the Vendor History and Marketing / Support documents there are questions related holding past DIR contracts. Being a manufacturer would the below questions apply to us if we were held on a reseller contract listed as a product? We have sold products to state, K-12, local and higher-ed in Texas through these other reseller held DIR contracts.	It would be appropriate to elaborate on whatever your experience/role has been with the cooperative contracts program or other public entity contracting. There are no right or wrong responses to the questions and within common reason you're welcomed to promote whatever value your company would bring to the co-op program as long as its accurate.



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<b><u>No.</u></b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
64	<p>The following Class Codes are specific to Services. Do they all belong on the Services Tab of the Pricing Form or is that tab reserved for general Professional Services information?</p> <p>91893-Security/Safety Consulting 92037-*Networking Services (Including Installation, Security, And Maintenance) 99048-Identity Theft Protection And Data Security Services 99028-*Document Recovery Services, Disaster (Including Paper Documents/Film/Tapes Et</p>	Any and all services being offered should be entered in the Services Tab of Bid Packet 2.
65	<p>Question: Is it DIR's intent to award this contract to services firms who partner with a variety of Cybersecurity product vendors? Services firms who would respond to this RFO independently -- not directly with any one particular product vendor. Is the intent to also award this contract to those types of independent services firms not responding with any one particular software vendor, but have capabilities with a variety of vendor products?</p>	DIR intends to award multiple contracts through this RFO and for a variety of products and services. Respondents may subcontract their services and provide for resellers of their products. Respondents are encouraged to bid any or all or any combination of the products/services or product/service categories listed in the RFO's Section 2 Scope.
66	<p>Vendor does not provide software products, therefore the hardware cannot be bundled with software products to be shown with a bundled pricing. We do provide security services and the associated hardware, therefore, do we show the hardware as part of the upfront costs along with the ongoing cost for the security service(s)?</p>	What you've described in the second sentence would be outside the Scope of this RFO.
67	<p>Can we get a list of participants on today's call?</p>	Slides of Pre-bid presentation, participant list and YouTube link to recording is provided with this Addendum 2 posted 1/12/2021 on ESBD.



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<b><u>No.</u></b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
68	If we already have a DIR Contract that covers our Security Products, should we respond to this RFO?	This RFO is a replacement for the DIR-TSO-TMP-247 IT Security RFO, so if your contract was awarded under that RFO, then yes, you will need to respond to the DIR-CPO-TMP-550 RFO.
69	Is there any estimate of what the spend for Training and Awareness was in the prior years?	Approximately \$12M
70	Can you elaborate on how this differs from the Cybersecurity training contract that already exists?	This solicitation is for the DIR Cooperative Contracts Program.
71	What is the impact to our proposal evaluation if we elect to not subcontract the work?	Subcontracting is not a required nor scored item. Respondents must complete the appropriate HSP forms and submit them with their Response.
72	Are HUBS part of the evaluation process? I did not see them mentioned	See Question 71.
73	I think that DIR issued an RFO for MFA in 2019, is that still active or covered by this one?	The cooperative contracts RFO that included Multi-Factor Authentication as a part of the scope was released in 2016 and was DIR-TSO-TMP-247 Information Technology Security (ITS) Hardware, Software and Related Services. DIR-CPO-TMP-550 is the replacement RFO for DIR-TSO-TMP-247. Vendors that currently hold a contract under DIR-TSO-TMP-247 are encouraged to respond to DIR-CPO-TMP-550.
74	Is this presentation being recorded and will it be available for later review?	See Question 67.
75	Are Products and Services Offerings treated separately if your company has both?	It is possible that a company proposes both products and services but only receives a contract to provide products only, or services only, or a combination of a part of the products and/or services that are proposed.
76	In the RFO, SEction 2.7 says This RFO is not a solicitation for professional or consulting services as defined in Texas Government Code Chapter 2254. Does this mean, that the bidders have to be a product company?  Is there a way to match a hub-sub contractor with a prime vendor?	Services are allowed on this RFO. See Government Code Chapter 2254 for more information on those kinds of services.  DIR does not match subcontractors with primes. For more HUB questions, please contact the DIR HUB office at <a href="mailto:dir.hub@dir.texas.gov">dir.hub@dir.texas.gov</a> .



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<u>No.</u>	<u>Question</u>	<u>Answer</u>
77	Will a recording of this be available after the call end?	The link to recording is provided with this addendum.
78	Is it necessary to include MSRPs within our Pricelists? Will we need to include ALL skus in our price list or can we have language that states "X%" off list by category?	The proposal response must include both the MSRP/List and the proposed discount. The Respondent may include a link to the source price list in place of listing out all of the prices, but DIR must be able to review the MSRP/List pricing. A single discount per brand is preferred.
79	Program evaluation in the training section- is it an assessment of their security program?	See Question 13.
80	If you sell a package that includes multiple services, That can not be broken out is that product able to be submitted?	Yes.
81	Will these contracts be available to government and public entities outside of Texas, similar to DBITS?	Yes. For those out-of-state customers that are eligible to purchase off DIR contracts. Information regarding customer eligibility is on the DIR website: <a href="https://www.dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25">https://www.dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25</a>
82	What if we are told by the Manufacturer/Publisher that they do not have VPAT and do not plan on completing a VPAT?	If it is for a product that is required to have the accessibility documentation, then it may not be awarded.
83	is this being recorded...	Yes. The link to recording is provided with this addendum.
84	How do we determine if Service Agreements are required for this bid?	Service agreements are required to be submitted with your proposal if there will be a requirement for the DIR customer to sign. Failure to submit a require Service Agreement will result in the Customer rejecting the Agreement under any subsequent contract awards.
85	Sorry about that, for the HUBs question i mentioned above, the Evaluation Criteria is listed as: Products and Services: 45% Contract Marketing: 30% Experience: 25% Do utilization or being a HUB play into any of those percentages or criteria?	The evaluation criteria are as listed in RFO Section 4.2.  The utilization/being a HUB is not a scored evaluation criteria.



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<b>No.</b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
86	Bid Package documents were released as word documents. When we submit do you prefer we submit back to DIR in original file format (word) or can we submit as pdf? Will points be deducted if pdf?	Original format is preferred. Points will not be deducted unless your pdf is missing information (which happens often, especially on the Bid Package 2 pricing form). Submitting in a format that is different than the Bid Packages slows down the contract establishment side should your proposal move to the contract negotiation phase.
87	Is this slideshow available for download or email?	The slide presentation is provided with this addendum.
88	Did Stephanie say earlier, prices don't need to be included on the services offering submitted?	Services do not need to be listed in the Automated Pricing form; only products. The pricing for both services and products will be included in the Bid Package 2, which will be uploaded into the VIS as an attachment.
89	Edgar certs are in bid package 8 in the RFO, but listed as bid package 5 in the presentation and in file name solicitation. will that be updated with Addendum 1?	Yes.
90	Once a Vendor is selected, when is the estimated date for the service to start?	Start dates are dependent upon selection of your contract by a DIR Customer. See Question 13.
91	If I recall from RFO's past, there's a clause for "emerging technology" for new products that can be added after you've received a DIR award. Can you speak to what qualifies?	Emerging Technology is technology that did not exist at the time of the RFO or that has been significantly enhanced since the time of RFO publication.
92	Will the PPT charts be available as a file, or only part of the recording?	Both are provided with this addendum.
93	Will we know who are DIR's customer? How do we know who are requesting Cybersecurity?	<p>DIR customers will make reference to the DIR contract number. For information on who is an eligible DIR customer, please refer to: <a href="https://www.dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25">https://www.dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25</a></p> <p>In addition, the link to the Open Data Portal for the Cooperative Contracts DIR customer list (5000+ customers) is attached for your reference.</p> <p><a href="https://data.texas.gov/Government-and-Taxes/DIR-Customer-List/4kje-y9af">https://data.texas.gov/Government-and-Taxes/DIR-Customer-List/4kje-y9af</a></p>



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<b>No.</b>	<b>Question</b>	<b>Answer</b>
94	Would it be possible to get a list of the current expiring contracts that this RFO intends to replace?	All active DIR contracts are on the DIR website: <a href="https://www.dir.texas.gov/View-Search/Contracts.aspx?keyword=DIR-TSO-TMP-247">https://www.dir.texas.gov/View-Search/Contracts.aspx?keyword=DIR-TSO-TMP-247</a>
95	What percentage of the contract will be under products and what percentage of the contract will be provided for services? In terms of Revenue	The types of services and products purchases are determined by the DIR customer need. There is helpful information and data publicly available on the Open Data Portal regarding sales and customer use: <a href="https://www.dir.texas.gov/View-Resources/Pages/Content.aspx?id=61">https://www.dir.texas.gov/View-Resources/Pages/Content.aspx?id=61</a>  See Question 95.
96	Per Section 3.5. Successful Respondent Qualifications, the RFO states "Successful Respondents who propose to this RFO must be one of the following..." while providing two options that both stipulate a reseller agreement with the manufacturer. How does this apply to services where we are not reselling products but using to provide the service only?	Letters of Authorizations may be required if the manufacturer requires the service provider to be certified.
97	Re: RFO Number DIR-CPO-TMP-550 Pre Proposal Conference Webinar Will you be recording the webinar for those unable to attend the call on Friday, 12/18 at 2pm central?	See Question 67.



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<b><u>No.</u></b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
98	<p>Bid Package 1 Exhibit A requests information on cancelled contracts over the past five years. Specifically, Attachment 1 requires detailed information on each cancelled contract along with a liability waiver (Attachment 2) for each. We are a large company that services thousands of government, private-sector, academic and law enforcement organizations nationwide, with contract cancellations on a regular basis. Clients may terminate contracts for a variety of reasons, including for convenience, bankruptcy, or non-allocation of funds. Details of those circumstances are confidential in nature due to our clients' privacy concerns. Also, disclosing a complete listing of clients and their circumstances would be administratively impractical. In lieu of providing such a list, we would certify that to the best of our knowledge there have been no cancellations for cause or default on our behalf. Is DIR amenable to this approach?</p>	<p>Yes, however certification must be made as stated and is subject to DIR validation through other sources.</p>
99	<p>Please confirm whether solutions/services we provide are within the scope of this contract. Customers access our vast stores of public records, digital intelligence, and other proprietary data to combat fraud, waste and abuse in government programs. For example, our data verifies identities, highlights potential risks associated with people and businesses, provides intelligence on digital identities including devices and IP addresses, and detects high-risk or anomalous digital behavior. We don't sell software. Instead, customers access our resources through representational state transfer (REST) application programming interface (API) calls.</p>	<p>Yes, service solutions are under the scope of this RFO.</p>



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<u>No.</u>	<u>Question</u>	<u>Answer</u>
100	<p>The Bid Package 2 Price Sheet contains rows and columns that don't match the way we price some of our solutions/services. For example, the only fees allowed in each line of Tab 2 (products) are an MSRP price and a discounted price. However, some our products include multiple fee types: price per input/search, annual minimum fee for one or a combination of products, optional add-on features available as a one-time or quarterly purchase, implementation fee, etc. We also offer services that seem to belong in Tab 3, such as implementation services, but they're required for each product and change depending on the specific product in Tab 2. To help the DIR and customers organize, interpret and understand how various fees are associated with each product, we request the flexibility to present pricing in a different format that we've developed for statewide contracts. We could still provide the EIR status and VPATs required by Tab 2. Please confirm whether DIR will allow this approach to pricing.</p>	<p>Since there are a wide variety of products and services from many different business models, we need all Respondents to provide their pricing within the format provided in order to successfully evaluate and negotiate awards base on certain common and required elements.</p>
101	<p>DIR-CPO-TMP-550:</p> <ol style="list-style-type: none"> <li>1. Regarding HUB subcontracting, is it possible to know which HUBs listed are participating as prime? I just want to avoid conflicts and save time searching for candidates.</li> <li>2. Is there any non-competition template to be used with selected HUB(s), or should we use a private instrument / document? This is to protect the business relationship between the prime and the HUB organization.</li> </ol>	<ol style="list-style-type: none"> <li>1. It is not clear of what "which HUBs are listed" is referring to in this question.</li> <li>2. The relationship between the respondent and their subcontractors is strictly between those two parties.</li> </ol>



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<b>No.</b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
102	Bid Package 2 - Itemized Price Sheet, Column G Will DIR accept VPAT/ACR documents loaded into BidStamp/VIS portal separately if the Bid Package 2 file becomes too large to upload?	Multiple Bid Package 2 should be upload if necessary.
103	Bid Package 6 - Service Agreement Template Will DIR confirm this Bid Package is required to be used for any services engagements under the awarded contract? Will DIR confirm this Bid Package is for review only during the RFO process?	Bid Package 6 is a template that would be made available as part of a contract. The optional template is made available for DIR customer who wish to establish a service agreement with the vendor.
104	BidStamp/VIS Portal I do not see a button to add pricing in the vendor portal. Are vendors required to add pricing within BidStamp? Or just upload Bid Package 2 with the response?	Button has been added. Vendors should upload Bid Package 2 (Itemized Price Sheet) and enter discount categories in VIS/BidStamp
105	Regarding Scope - Section 2, pg. 6  As we add products to our catalog, will we be able to add them to the contract?	Yes, if the products are within scope and they are the same brand/manufacture that was originally proposed and if they meet accessibility requirements. New brands/manufacturers are not eligible to be added post award unless they are proposed and approved under an augmentation process.
106	Re: Section 4.1, Pg. 25  Can you please elaborate on the evaluation criterial for pricing? Will you be using a 'price reasonableness assessment' approach?	Pricing has to be in the best interest of DIR customers. Discounts offering no cost savings to Customers, i.e., those at or below the DIR administrative fee for these services, will not be considered. Vendor should perform their own market research on appropriate pricing.
107	Section 1.3.4 of the primary RFO file, page 4, implies Respondents' pricing in Bid Package 2 shall include a 0.75% administrative fee. In this way, Customers pay administrative fees to Respondents, then Respondents remit those fees to the DIR. Is our understanding correct, or do Customers remit administrative fees directly to the DIR?	Your initial understanding is correct. The admin fee is included in the final DIR customer price and the respondent/vendor remits those fees to DIR.



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<b>No.</b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
108	Can we include our own managed services for a specific manufacturers line? For example, we offer a managed service capability around Tenable.	Yes
109	If we offer our own level of incident response, could we provide our own pricing for that?	Yes
110	Can we can provide a staff aug option as it relates to cybersecurity?	Yes, cybersecurity services with an hourly rate may be proposed. Rates should be competitive to equivalent titles available through the DIR Information Technology Staff Augmentation Services contract.
111	RFO TX DIR CPO-TMP-550, Bid Package 3, page 1, Section C. Will Appendix D, Customer Service Agreements be required to be submitted with our response?	Yes, if the vendor has their own service level agreements they should be included with their submittal.
112	In scope you have mentioned encryption, is it of software or hardware ?	Stand-alone hardware is not included under this scope. For hardware to be considered, it must be bundled with software products and be shown with bundled pricing only.
113	What will be the exact term of contract?	The contract term calendar dates will vary and will depend on award processing times. See Bid Package 1 RFO, Section 2.12 for information on the anticipated contract term.
114	Is there a way to match a hub-sub contractor with a prime vendor?	To find ways to reach out to HUB subcontractors, respondents can contact the DIR HUB Department at <a href="mailto:dir.hub@dir.texas.gov">dir.hub@dir.texas.gov</a> .
115	If we are not HUB zone certified still are we eligible to bid on this RFO ?	Yes.
116	DO the response needs to be submitted in the given forms only ?	Yes.
117	Can additional services as it relates to Incident Response be included?	Yes
118	Bid Package 2--Itemized Price Sheet - Will all vendors be required to show List Pricing on the Bid Package 2 Itemized Price Sheet? This was not previously a requirement for the services category. Previously, only discount was provided.	Yes. For the itemized price list submitted with the proposal, include the required information for pricing fields. DIR is unable to determine "best value" on pricing if only the discount it provided. Typically, labor rates are provided for respondents who wish to offer services.



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<u>No.</u>	<u>Question</u>	<u>Answer</u>
119	<p>Bid Package 2 Itemized Price Sheet</p> <p>Tab 1, Instructions:</p> <p>Our company intends to respond on behalf of multiple manufacturers. Many of these manufacturers offer 50-100K unique line items in their product catalogs. Can you confirm that DIR is looking to receive product catalogs that could include hundreds of thousands of unique line items?</p>	<p>Yes. Add tabs and sheets as necessary. You may also provide a link to the catalog. Items that are outside of the scope for the RFO may not be considered.</p>
120	<p>Bid Package 2 Itemized Price Sheet</p> <p>Tab 1, Instructions:</p> <p>Our company intends to respond on behalf of multiple manufacturers. Many of these manufacturers offer 50-100K unique line items in their product catalogs. In lieu of providing product catalogs that could include hundreds of thousands of unique line items, will DIR consider allowing respondents to provide pricing via discounts that are broken out by product categories/subcategories?</p>	<p>Yes, however, the details of the items that the respondent would like for DIR to consider must still be itemized on the price sheet to include all items/SKUs the respondent would like to offer on their contract. A link to the product catalog is acceptable, however, if the discounts are grouped by categories/subcategories, the Vendor must be able to show the connection between the categories/subcategories and the linked itemized pricelist.</p>
121	<p>Bid Package 2 Itemized Price Sheet</p> <p>Tab 2, Products:</p> <p>How frequently will contractors be able to update, modify, refresh, etc. their product catalogs?</p>	<p>In order to move to contract award as efficiently as possible, most Vendor initiated updates to the pricelist will only be considered post-contract award. During the negotiation process, all products/services proposed may not be awarded on the contract and as such would require an update.</p>
122	<p>Scope - Can offerors propose OEMs that are on their other DIR contracts. Example, if OEM ABC is on our software contract, can we also submit them on the Cyber response?</p>	<p>Yes.</p>



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<u>No.</u>	<u>Question</u>	<u>Answer</u>
123	<p>This question is in regards to RFO DIR-CPO-TMP-550 - I have a question regarding the price listing. I've looked at a few of the currently approved DIR contracts from other vendors and - in regards to Services - I often see they simply list a percentage discount. Since I don't see that they also have a list price in addition to the discount, I assume that the discount is based on their current price at the time of the contract negotiation. Am I right in that assumption or am I possibly missing something?</p>	<p>The RFO submission documents (Bid Package 2) and the final contract documents (Appendix C, Price List) are developed for different purposes. In order to assess whether or not the products/services that are being proposed offer competitive pricing, DIR must be able to determine the final customer price. Therefore, the proposal must include the MSRP/List price and the discount being proposed. DIR contracts (typically Appendix C) provide for level of discount only, but each vendor must have a price sheet associated with their contract and made available on the vendor's contract Webpage. See Bid Package 4 - Appendix A Standard Terms and Conditions Section 7. E.</p>
124	<p>RFO Number DIR-CPO-TMP-550; Bid Package 4 - Can you tell us how we should submit vendor / manufacturer specific terms for consideration?</p>	<p>If you have a Manufacturer Agreement/License Agreement, upload as an attachment with your submission.</p>
125	<p>Document: Cybersecurity Products and Services RFO DIR-CPO-TMP-550</p> <p>Section: 2. Scope - 2.1 Resource, Asset and Data protection &amp; Tracking</p> <p>Question: In Point a. Identify and manage configuration of hardware and Software. Does this service only refer to security software?</p>	<p>Services can be for identifying and managing configuration of both hardware and software.</p>
126	<p>Can we present our bundle of Secure Managed Services (SMS) as a single line item with detailed service feature descriptions listed in the Service Description Column with a single Per Seat Price (Per Unit) in the Bid Package 2 Itemized Price Sheet - Tab3 Price Sheet for Services? Our bundle is sold as a package and cannot be broken up into component pieces.</p>	<p>Yes. Note that adjustments may be requested during the negotiations process.</p>



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<u>No.</u>	<u>Question</u>	<u>Answer</u>
127	Is per seat/per month pricing allowed? Or do we have to combine into a single annual payment? We prefer monthly pricing.	Per seat/per month pricing is allowed.
128	Ref. cover with class codes: What is the distinction between codes 208-90 and 209-91? They appear very similar.	The National Institute of Governmental Purchasing (NIGP) Commodity Book has been prepared for the use of bidders, vendors, and state agency personnel. Vendors, who need help identifying which class and item codes are applicable to your company, should email the CMBL Help Desk at <a href="mailto:e.cmb1@cpa.texas.gov">e.cmb1@cpa.texas.gov</a> or call 512-463-3459.
129	Ref. cover with class codes: Can you clarify the scope of code 838-34?	See Question 128.
130	Ref. cover with class codes: Can you clarify the scope of 918-93?	See Question 128
131	Ref: Bid package 2 Itemized Price Sheet If we are not software providers but future scope would potentially require a software license to be purchased, are we required to anticipate that future need and pricing and note it in Tab 2 of the pricing sheet?	Respondents are only able to include product brands that they wish to offer at time of award. New product brands cannot be added to the contract after award.
132	Ref: Bid package 2 Itemized Price Sheet Should a Pricing document be submitted for each code we are responding to? Or should all codes be addressed in a single file?	Respondents do not need to reference the commodity codes with their product/service offerings.
133	Ref: Bid package 2 Itemized Price Sheet When we attempt to insert a unit of measurement (e.g., per thousand, per hour) in the Price Sheet, Tab 3, Column Unit of Issue, there is a valuation error. Please advise what is intended to go in that column.	See Question 57.
134	RFO Number DIR-CPO-TMP-550; Bid Package #3 and # 4 - Some areas are listed as ok to negotiate and some are not. I would like to understand if we can agree to using the TX DIR contract as the template but agree to negotiating some of the terms?	Sections marked "Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED" are non-negotiable.  Please refer to Bid Package 1, RFO, Section 2.11.2 regarding Exceptions.



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<u>No.</u>	<u>Question</u>	<u>Answer</u>
135	1. Section 3.7.1 (6) of the RFO requests respondents to include copies of its Service Level Agreements. For clarification, will DIR allow for the inclusion of respondent's applicable product service exhibits with terms and conditions that apply to the respective services with its submission, or can those documents be submitted as part of a Purchase Order/Statement of Work and negotiated directly with the end user customer?	Yes, but any conflicts with DIR's Standard Terms and conditions will need to be removed.
136	Some cybersecurity services are provided with vendor-owned, vendor-managed hardware (and software) that will be located on customer-premise. Will Texas DIR confirm that these services should be priced on the "Services" tab of the pricing worksheet, with "unit" noted as monthly?	Yes, any services within the scope of this RFO should be entered in the Services Tab of Bid Packet to 2 for it to be considered.
137	Under what circumstances are Manufacturer's Resell Authorization Letters required?	Anytime the respondent is acting as a reseller of a product.
138	<p>Bid Package 2 - Itemized Price Sheet Tab 2. Products</p> <p>We respectfully request that DIR amend the Itemized Price Sheet with additional columns for Verifiable Price List and Discount % Off.</p> <p>As released, edits are not permitted on the Itemized Price Sheet. Allowing a discount off Verifiable Price List gives DIR the best possible pricing from qualified value-added resellers. Without this amendment all bidders will be forced to use MSRP, else risk being excluded from further consideration due the potentially substantial difference in discount % off (i.e., Discount % Off MSRP may be in the mid-double digits with Discount % Off List in the single digits) creating a false negative impact score for price.</p>	MSRP or List price may be used.



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<b>No.</b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
139	We are an authorized reseller for a number of vendors that provide an extensive portfolio of security hardware and software. Can we provide a percentage discount for all vendor products under that product category? Or do you require a parts list with a per item discount?	See Question 120.
140	Can we provide monthly pricing for security products as where we have a service provider license agreement with the associated vendor partner?	Yes, we may consider this.
141	Is the vendor accessibility policy assessment a requirement for this "cyber security" RFO?	Yes, all respondents much include a completed PDAA with their response.
142	Most services in this RFO are assumed as remote. Should we provide travel & accommodation pricing for any services that would require onsite services?	No. See Bid Package 4 Terms and Conditions Section 8 F. Travel Expenses. "Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer."
143	RFO DIR-CPO-TMP-550. Bid Package 2 itemized pricing. If for a category, Can we offer product resell and managed services product? Example: can there be a line item for resell for advanced antivirus product A and also a line item for managed security services for advanced antivirus Product A.  Some products may be strictly resell whereas others may be managed security services for the product.	Yes, that is acceptable.
144	RFO DIR-CPO-TMP-550 In Exhibit A Vendor Information. Section 16 A. Checklist for RFO. Is Contract Support Plan - Exhibit C the Marketing Plan?	Yes, Exhibit C is the Contract Marketing and Support Plan



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<b>No.</b>	<b>Question</b>	<b>Answer</b>
145	RFO DIR-CPO-TMP-550 In Exhibit A Vendor Information. Section 16 A. Checklist for RFO. One of the items for Mandatory Response Contents is "Manufacturer Resell Authorization Letters". Do we need to provide a letter from each manufacturer we are reselling? What is expected in the letter?	Yes. Letter should be on manufacturer's letterhead, dated, signed, and provide a statement that you are authorized to sell their product.
146	Page 1, section 1.2.a ... Question: If a vendor already has a DIR Contract that includes all cybersecurity products, do we need to re-list them here for 550?	See Question 68.
147	Page 1, section 1.2.a ... Question: Assuming we have products in two separate DIR contracts, how will they be kept in sync?	If identical products are awarded the vendor may be asked to adjust their prices to align with the best interest of the state.
148	Section 1.3.4 Cost Recovery, Pricing to include the fee of .75% the not to exceed fee is 2%. Can the price to the customer fluctuate based on the Administrative fee fluctuation?	Yes.
149	2) 3.7 Response Format and Contents (pages 23 and 24) does not list the VPAT, VADSIR, or Vendor Accessibility Policy Assessment as being required. Are they?	Accessibility documentation requirements are outlined in Section 2.10. Electronic and Information Resources (EIR) Accessibility
150	Page 10, section 2.8 Emerging Technologies ... Question: Would the DIR office consider deploying Proof-of-Concepts for Emerging Technology?	Proof of Concepts are not appropriate for an open procurement. Vendors interested in providing a proof of concept should monitor the DIR Current Contracting Initiatives page for applicable opportunities posted as Requests for Information or Market Engagements or Arts of the Possible.
151	Please provide guidance on filling out the price sheet. Some services are consulting and some are flat based. How does DIR expect us to respond?	DIR doesn't allow consulting services. Flat based rates are typically not considered. Hourly labor rates for services is encouraged.
152	Would you want to see a generic prepackaged Security Services offerings per each scope section?	Respondents are encouraged to bid any or all or any combination of the products/services or product/service categories listed in Section 2 Scope in their proposals.



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<b><u>No.</u></b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
153	Bid Package 1, Exhibit A, Attachment 2, Respondent Release of Liability - Does the Vendor need to submit the Respondent Release of Liability form in Attachment 2 of Exhibit A for references listed in Paragraph 12 of Bid Package 1, Exhibit A? Or does the Respondent Release of Liability form only need to be submitted in accordance with Paragraph 16(B)(xxi) of Bid Package 1, Exhibit A?	Attachment 2 forms must be included for references entered in Attachment 1 only.
154	RFO, Section 2.10, Electronic and Information Resources (EIR) Accessibility - Vendors are required to submit manufacturers' ACRs and VPAT documents. Vendor is reselling a product that does not currently have ACR and VPAT documentation for the software the Vendor would like to offer in its proposal. Will the Vendor's proposal be disqualified without that documentation?	Brands/products that require accessibility documentation cannot be awarded without meeting the requirements outlined in Bid Package 1, RFO, Section 2.10.
155	RFO, Section 2.10, Electronic and Information Resources (EIR) Accessibility. Would DIR accept the submission of ACRs and VPATs after the proposal submission date?	See Question 59.
156	RFO, Section 2.10, Electronic and Information Resources (EIR) Accessibility - If the Vendor is allowed to submit ACRs and VPATs after bid submission, and the Vendor is unable to timely acquire ACRs and VPATs post submission, will the Vendor be allowed to remove such products from its proposal without being disqualified?	Yes.
157	Bid Package 4, Appendix A, Section 4(I), Data Location - Certain security products operate offshore by design. Some products operate offshore in order to prevent attacks from coming onshore. Would DIR consider alternative language in the Data Location provision in order to account for such products?	No.



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<b>No.</b>	<b><u>Question</u></b>	<b><u>Answer</u></b>
158	Bid Package 4, Appendix A, Section 4(I), Data Location - Can vendors propose products that are not currently GARM compliant but are expected to be by Q2 of this year?	Yes, but products must comply in full prior to contract award.
159	If a Vendor has the capability to perform f. Forensic investigative and examination under 1.1 but does not bid the other subcategories may they be awarded that particular subcategory?	Respondents are encouraged to bid any or all or any combination of the products/services or product/service categories listed in Section 2 Scope in their proposals.
160	Exhibit A, Vendor Information - For DIR-CPO-TMP-550, B. Certification Statement, i) - As a global company, we can leverage nearshore/offshore capabilities for the benefit of our customers (ie. economic/wider pool of resources & skills, etc). Is there any restriction to provide services under this RFO engaging a limited number of resources from other regions out of continental US territory?	Yes, there are restrictions. For restrictions on use of customer data, see Bid Packet 4 Section 4.I. Data Location. "Regardless of any other provision of this Contract or its incorporated or referenced documents, all of the data for State of Texas Customers identified by the State as requiring their data to remain in the continental United States shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States."

**END**