

# STATEMENT OF WORK

## *Grants Management System Portal Migration Technology Migration/Upgrade*

**SOW # 306-21-0076**



**October 30, 2020**

## Table of Contents

<b>1</b>	<b><i>Introduction</i></b>	<b>4</b>
<b>2</b>	<b><i>Background</i></b>	<b>4</b>
<b>3</b>	<b><i>Scope of Work</i></b>	<b>4</b>
3.1	Description of Services	4
3.2	Deliverables	5
3.3	Delivery Schedule	5
3.4	Project risks, assumptions, and constraints	6
3.5	Roles and Responsibilities	6
3.6	Acceptance Criteria	7
3.7	Quality Management	7
<b>4</b>	<b><i>Reports and Meetings</i></b>	<b>8</b>
4.1	Reports	8
4.2	Meetings	8
<b>5</b>	<b><i>Service Level Agreement (SLA)</i></b>	<b>8</b>
5.1	Communications	8
<b>6</b>	<b><i>Agency/Vendor Furnished Equipment and Workspace</i></b>	<b>9</b>
<b>7</b>	<b><i>Contract Monitoring and Change Requests</i></b>	<b>9</b>
7.1	Contract Monitoring	9
7.2	Contract Change Request Process	9
<b>8</b>	<b><i>Period of Performance</i></b>	<b>10</b>
8.1	Initial Contract Term	10
8.2	Contract Extensions	10
<b>9</b>	<b><i>Invoice and Payment</i></b>	<b>10</b>
9.1	Vendor will submit invoices to:	10
9.2	Invoice must include:	10
9.3	Payment Schedule	11
<b>10</b>	<b><i>Terms &amp; Conditions</i></b>	<b>11</b>
<b>11</b>	<b><i>Vendor Response</i></b>	<b>11</b>
11.1	Staff Capabilities	11
11.2	Service Capabilities	11
11.3	Subcontractors	11

---

11.4	Technical Proposal	12
11.5	Additional Considerations	12
11.6	Pricing	12
<b>12</b>	<b>Schedule of Events and Response Guidelines</b>	<b>12</b>
12.1	Schedule of Events	12
12.2	Questions and Answers	13
12.3	Point of Contact	13
12.4	Response Submission Requirements	13
<b>13</b>	<b>Evaluation and Award</b>	<b>15</b>
13.1	Administrative Review by TSLAC Purchasing	16
13.2	Initial Evaluation	16
13.3	Competitive Range	16
13.4	Best and Final Offer (BAFO)	16
13.5	Award	17
13.6	HUB Subcontracting Requirements	17
<b>Appendix A</b>		<b>18</b>
	RESPONSE CHECKLIST	18
<b>Appendix B</b>		<b>19</b>
	SOLICITATION COVERSHEET	19
<b>Appendix C</b>		<b>21</b>
	COMPANY PROFILE	21
	STAFF CAPABILITIES	22
	SERVICE CAPABILITIES	22
	REFERENCES	23
<b>Appendix D</b>		<b>24</b>
	DELIVERABLES AND COST WORKSHEET	24
	ASSUMPTIONS AND EXCLUSIONS	24
<b>Appendix E</b>		<b>25</b>
	TECHNICAL PROPOSAL	25
<b>Appendix F</b>		<b>26</b>
	CONFIDENTIAL INFORMATION FORM	26

---

## 1 Introduction

---

TSLAC is requesting responses from qualified DIR vendors to provide migration services for the TSLAC Grants Management System (GMS) Portal. The GMS Portal must be migrated to a Microsoft Power Apps Portal with equivalent functionality. The current external web-based portal (Peak Portal) used for the GMS will not be supported after December 2020. The GMS is managed by the Library Development and Networking (LDN) division.

The migration must be completed before the current portal reaches end of life in December 2020. Any delay in migration will result in a temporary suspension of TSLAC grant applications and management activities. It is critical that the Vendor meet the final due date for the final production environment of the GMS.

## 2 Background

---

TSLAC has developed the Microsoft Dynamics-based GMS to show compliance with the terms of our federal grant and financial management standards required by the state of Texas.

This GMS includes a public-facing portal currently running on Peak Portal from True|IT. The GMS Portal allows prospective grantees the ability to apply for TSLAC funding opportunities and submit requests for funds and performance reports. These grant applications and associated requests and reports are stored in an integrated Microsoft Dynamics 365 customer relationship management (CRM) system for TSLAC internal use. The GMS has been configured to allow TSLAC staff to track and manage competitive and non-competitive grant processes from application submission and review to compliance, payment, and grant closeout.

The GMS Portal has a secondary function of allowing grant review panel members the ability to review, score, and recommend competitive grant applications. Security roles designate the level of access to GMS Portal functionality, with distinct roles for grant applicants, reviewers, and program team members from institutions that have been awarded grants.

TSLAC intends to replace the current GMS Portal with a Microsoft Power Apps portal due a recent decision by True|IT not to continue support for Peak Portal past December 1, 2020.

## 3 Scope of Work

---

Vendor will configure a replacement to the current GMS Portal using a Microsoft Power Apps Portal. Work will include the creation of a development Power Apps portal, an optional test portal, and a production portal. The TSLAC Project Team will specify high-level requirements for the GMS Portal and will work together with the Vendor to establish acceptance criteria. These acceptance criteria will specify expected functionality, as well as any non-functional requirements that must be met. The Agency Product Owner, supported by SMEs and business analysts, will determine whether acceptance criteria have been satisfied.

### 3.1 Description of Services

*3.1.1 Migrate the current web-based portal (Peak Portal) to a Microsoft Power Apps Portal to access the GMS for a minimum of 400 prospective grantees and up to 40 grant review panel members. The new external portal will:*

*3.1.1.1 Be consistent with the look and feel of the client web site at the time of implementation:  
<https://www.tsl.texas.gov/>*

*3.1.1.2 Link from the current client web site via a branded subdomain, currently  
<https://grants.tsl.texas.gov>. Retention of this URL is strongly preferred.*

3.1.1.3 *Ensure the consistency of functionality and roles from current portal to support necessary Microsoft Dynamics 365 functions, workflows, and processes including but not limited to:*

- A. *Functionality of workflows and processes*
  - i. *Application process (competitive and non-competitive programs)*
  - ii. *Budget and program change requests*
  - iii. *Requests for funds*
  - iv. *Reporting (Performance reports, pre-award assessments, final report)*
  - v. *External grant review*
  - vi. *Document printing*
  - vii. *Document submission and uploads*
  - viii. *Program information section*
- B. *Portal User Permissions*
  - i. *Create/Update/No submit grant*
  - ii. *Create/Update/Submit grant*
  - iii. *Submit Reports*
  - iv. *Create/Update/No submit requests for funds*
  - v. *Create/Update/Submit requests for funds*
  - vi. *View only Requests for funds*
  - vii. *View only All submissions*

3.1.2 *Knowledge transfer from vendor to current managed services team and TSLAC. The current managed services vendor is Catapult System, Inc.*

### 3.2 Deliverables

The following deliverables apply to this SOW.

- 3.2.1 *Provide Project Schedule showing completion of migration on December 15, 2020; Vendor will work with TSLAC to create initial project schedule.*
- 3.2.2 *Provide test environment of GMS for User Acceptance Testing (UAT). If dedicated test environment is not provided, development portal will be used for UAT.*
- 3.2.3 *Provide final approved production environment of GMS meeting all requirements listed above.*
- 3.2.4 *Provide knowledge transfer and IT Technical Documentation*

Vendor's Project Contact and TSLAC Project Manager will create a schedule for the anticipated service plan during the service period. Vendor must submit the approved final schedule to the TSLAC Purchasing Department to include in the Project file.

### 3.3 Delivery Schedule

Any changes to delivery dates must have prior written approval by the TSLAC Contract Coordinator or designee. However, Respondent may propose a delivery schedule in their response that still meets TSLAC's final deadline.

Deliverable No.	Deliverable Description	SOW Reference Paragraph	Estimated Due Date
1	Provide Project Schedule	3.2.1	One week after contract execution
2	Provide test environment of GMS for UAT	3.2.2	11/30/2020
3	Provide final approved production environment of GMS	3.2.3	12/15/2020

Deliverable No.	Deliverable Description	SOW Reference Paragraph	Estimated Due Date
	Portal		
4	Provide knowledge transfer and IT Technical Documentation	3.2.4	12/30/2020

- 3.3.1 Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior written approval by the TSLAC Contract Coordinator or designee.
- 3.3.2 All deliverables must be submitted in a format approved by TSLAC’s Contract Coordinator and TSLAC Project Manager.
- 3.3.3 If the deliverable cannot be provided within the scheduled timeframe, the Vendor is required to contact the TSLAC Project Manager in writing with a reason for the delay and the propose revised schedule. The request for revised schedule must include the impact on related tasks and the overall project.
- 3.3.4 A request for a revised schedule must be reviewed and approved by the TSLAC Project Manager before placed into effect. Contract terms and conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
- 3.3.5 The TSLAC Project Manager will complete a review of each submitted deliverable within 5 working days of the date of receipt.

A kickoff meeting will be held at a location and time selected by TSLAC where the Vendor and its staff will be introduced to the TSLAC Project Team. The meeting may also be held virtually.

**3.4 Project risks, assumptions, and constraints**

The overall scope and related work estimates for this engagement were developed based on the following assumptions. Material changes to these assumptions may impact the estimated effort, schedule, and fees associated with completing the work.

- 3.4.1 All existing workflows and processes of the current GMS Portal will be maintained. Minor alterations in functionality may be allowed but must be approved in writing by the TSLAC Grants Management Team.
- 3.4.2 The portal must comply with state and federal accessibility standards. TSLAC is required to follow Texas Administrative Code, Title 1, Part 10, Chapter 206, Accessibility and Usability of State Web Sites, Texas Administrative Code, Title 1, Part 10, Chapter 213, and the Federal Section 508, Accessibility Standards.
- 3.4.3 Current user security roles will be supported in the Power Apps portal. Existing user accounts available in Dynamics 365 will be used for access to the Power Apps portal.
- 3.4.4 TSLAC is responsible for maintaining network connectivity to the internet, such as load balancers, firewalls, routers, and switches, to ensure access to the system.
- 3.4.5 TSLAC will provide Vendor assigned to this contract with appropriate level of access to the supported environments.
- 3.4.6 Vendor may perform portions of the work either on site or off site, depending on the nature of each task.
- 3.4.7 Vendor is responsible for informing TSLAC of any updates to the portal or licenses needed to maintain and support the application.
- 3.4.8 Vendor will use industry security best practices for the design and implementation of the Microsoft Power Apps portal.
- 3.4.9 This SOW includes services only. Hardware and software purchases are not included in this SOW but Vendor should inform TSLAC of hardware or software needed to complete this project.
- 3.4.10 Vendor must regularly consult with TSLAC Project Team concerning who will be available throughout the project for design review and user acceptance testing (UAT).

**3.5 Roles and Responsibilities**

### Vendor Responsibilities

- 3.5.1 *The Vendor must regularly consult with designated TSLAC Project Team with who will be available throughout the project (i.e., design review, user acceptance testing, etc.).*
- 3.5.2 *The names and roles of each employee or subcontractor assigned to the project will be provided by Vendor to the TSLAC Project Manager and the TSLAC Purchasing Department. The list should be provided no later than five (5) business days after the contract has been executed. Vendor must notify TSLAC within twenty-hour (24) hours when any employee or subcontractor with access to the GMS application or any supported environments resigns or is terminated. Any other updates to the team should be reported to TSLAC no later than three (3) business days after assignment.*

### TSLAC Responsibilities

- 3.5.3 *TSLAC will assign a Project Manager to manage the resulting contract of this solicitation. The TSLAC Project Manager may assign other TSLAC Project Team members to assist with monitoring the contract.*
- 3.5.4 *TSLAC Project Manager will coordinate client resources and staff schedules.*
- 3.5.5 *TSLAC will provide active directory synchronization and authentication needed for the Dynamics 365 tenant (DirSync and/or Active Directory Federation Services with Azure Active Directory).*
- 3.5.6 *Provide VPN (as needed) and appropriate level of access to the support environments.*
- 3.5.7 *Provide access to all necessary TSLAC resources (subject matter experts, documentation, systems, etc.) for the duration of the SOW.*
- 3.5.8 *Provide access to key stakeholders for key decision making throughout the course of the project.*
- 3.5.9 *Be responsible for maintaining the user accounts and groups needed for the application.*

## 3.6 Acceptance Criteria

Upon migration into the new portal, the GMS Portal must:

- 3.6.1 *Allow appropriate access to the portal based on user accounts stored in Dynamics 365 using configured security roles to match the current GMS Portal.*
- 3.6.2 *Allow agency to publish program information and guidelines.*
- 3.6.3 *Allow submission of information and documents by grant applicants and awardees in response to agency programs, requests, and requirements.*
- 3.6.4 *Allow program reviewers to review, score, and recommend program submissions.*

## 3.7 Quality Management

Vendor will monitor and address quality issues by:

- 3.7.1 *Gathering TSLAC feedback throughout the migration.*
- 3.7.2 *Providing an escalation path for resolution of performance issues.*
- 3.7.3 *Modifying processes, as needed or requested, to improve quality.*
- 3.7.4 *Reporting to TSLAC any potential issues that might affect deliverables, completion dates, degrade performance or cause service issues.*
- 3.7.5 *Providing a plan to test portal functionality for TSLAC use as needed during migration and final UAT.*
- 3.7.6 *Providing a method for TSLAC to submit tickets clarifying requirements and identifying issues discovered during testing or deployment. Method will allow specific ticket status to be tracked and marked when resolved.*
- 3.7.7 *Submitting weekly status reports for TSLAC review. See Section 4 for additional information about required reports.*

## 4 Reports and Meetings

### 4.1 Reports

The Vendor is required to provide TSLAC Project Manager with the following:

- 4.1.1 *Weekly written progress reports. These reports are due to the TSLAC Project Manager by close of business on a date to be determined each week throughout the life of the project.*
- 4.1.2 *The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.*
- 4.1.3 *The progress report shall track any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved, including budget information.*
- 4.1.4 *A method for TSLAC to respond to progress reports for purposes of clarification and problem resolution.*

### 4.2 Meetings

- 4.2.1 *The Vendor is responsible for conducting weekly status meetings with the TSLAC Project Manager and/or Project Team. The meetings will be held on a date to be determined each week. The meeting will be scheduled at a time and place so designated by the TSLAC Project Manager, unless revised with the approval of the TSLAC Project Manager. The meetings may be conducted in person, over the phone, or via web conference at the discretion of the TSLAC Project Manager.*
- 4.2.2 *Meetings may be adjusted as mutually agreed by TSLAC Project Manager and Vendor to accommodate holidays and other circumstances that may arise.*

## 5 Service Level Agreement (SLA)

All work proposed and performed during this project must comply with the following:

### 5.1 Communications

- 5.1.1 *Vendor will be available for consultation between the business hours of 9 a.m. – 5 p.m. Central time, Monday through Friday.*
- 5.1.2 *Vendor will respond to all TSLAC requests for information using the response times listed in the table below.*

Urgency Level	Definition	Response Time
Critical	<ul style="list-style-type: none"> <li>• Immediate turnaround is required</li> <li>• Issues that have a significant financial impact</li> <li>• Impedes ability to conduct business</li> </ul>	1 hour
High	<ul style="list-style-type: none"> <li>• Quick turnaround is required</li> <li>• Issue has medium to high financial or business impact</li> </ul>	2 hours
Medium	<ul style="list-style-type: none"> <li>• Problem affects more than one user</li> <li>• Reasonable turnaround time is acceptable</li> <li>• Issue has little financial or business impact</li> <li>• Workaround is available</li> </ul>	4 hours
Low	<ul style="list-style-type: none"> <li>• Impact is limited to one user</li> <li>• Issue has no financial or business impact</li> </ul>	8 hours



---

## 6 Agency/Vendor Furnished Equipment and Workspace

---

- *Vendor shall provide all labor, materials, and equipment necessary to meet the requirements of the specified services throughout the term of the SOW.*
- *Vendor shall notify TSLAC in a timely manner of any licenses, software, or application updates required to complete this project or for the administration of the project. TSLAC will be responsible for the purchase of the license, software, or other application.*
- *Vendor shall be responsible for providing the conference phone line or online meeting platform for meetings conducted over the phone or online.*
- *TSLAC will provide the meeting space for any scheduled in person meetings for this project.*

---

## 7 Contract Monitoring and Change Requests

---

### 7.1 Contract Monitoring

TSLAC will maintain an on-going review and status of the Vendor's progress toward completion of deliverables and will certify whether the Vendor's invoices are reasonably comparable with the work completed. Payment(s) will not be made until all work has been reviewed and accepted by TSLAC.

Administration of the contract is a joint responsibility of the TSLAC Grants Management Team and the TSLAC Purchasing Team. The TSLAC Purchasing Team is responsible for administering the contractual business relationship with the Vendor. Upon issuance of the contract, TSLAC will designate an individual who will serve as the Project Manager and point of contact between the agency and the Vendor. The Project Manager does not have any express or implied authority to vary the term of the contract, amend the contract in any way, or waive strict performance of the terms and conditions of the contract. This individual's project management and contract administration responsibilities include, but are not limited to:

- 7.1.1 *Monitoring the Vendor's progress and performance and ensuring services conform to established specification requirements.*
- 7.1.2 *Managing the financial aspects of the contract, including approval of payments.*
- 7.1.3 *Meeting with the Vendor to schedule service.*
- 7.1.4 *Reviewing progress, discuss problems, and consider necessary action as needed throughout the term of the contract.*
- 7.1.5 *Identifying a breach of contract by assessing the difference between contract performance and non-performance.*
- 7.1.6 *Submitting the Vendor Performance Report for contracts with an overall value of \$25,000 or more to the CPA's Vendor Performance Tracking System (VPTS). <http://www.txsmartbuy.com/vpts>*
- 7.1.7 *Other areas as identified in the State of Texas Procurement and Contract Management Guide, current edition.*

### 7.2 Contract Change Request Process

Either Vendor or TSLAC Project Manager may initiate a Contract Change Request when some change or event has occurred that may impact the scope of the engagement. Vendor will prepare formal documentation that includes description of the change with impact to budget. This documentation will be provided to both the TSLAC Project Manager and the TSLAC Purchasing Department. TSLAC can choose to approve or deny the change request. Vendor will not proceed with work related to the change request until the TSLAC Purchasing Department has issued formal approval in writing.

Some examples of events that can cause a Change Request include the following:

- 7.2.1 *Change in technical specifications – TSLAC discovers the need to include new functionality or capabilities not identified in the initial scope but necessary for the overall goal of the project.*
- 7.2.2 *Change in approach – Material changes in the work approach due to circumstances outside the control of the Vendor’s project team (some examples include: TSLAC team members not available as planned, delays in TSLAC tasks or responsibilities, equipment, software, or licenses not available as planned).*

The TSLAC Purchasing Team will provide a written amendment of the approved Contract Change Request for execution.

## 8 Period of Performance

---

### 8.1 Initial Contract Term

This agreement for deliverables-based services will begin upon execution and end on December 30, 2020.

Please note that the agency will be closed during the holidays. Dates are as follows: November 11, 2020, November 26-27, 2020, December 24-26, 2020, and December 31, 2020. TSLAC will notify Vendor if other dates are scheduled for closure.

### 8.2 Contract Extensions

TSLAC may, with the written consent of the awarded Vendor, extend the contract for a period of time as may be necessary to permit TSLAC continued supply of the identified services (not to exceed twelve months extension period). Any extensions shall be at the same terms and conditions, plus any approved changes.

## 9 Invoice and Payment

---

The following procedures apply to invoices and payment. Payments will be processed per the Texas Prompt Payment Act and will exclude sales tax. More information is provided on the Invoicing Instructions of the associated Purchase Order.

### 9.1 Vendor will submit invoices to:

Texas State Library and Archives Commission  
Attn: Accounts Payable  
PO Box 12516  
Austin, Texas 78711  
or email: [invoices.accounting@tsl.texas.gov](mailto:invoices.accounting@tsl.texas.gov).

### 9.2 Invoice must include:

- 9.2.1 *Name of Vendor, Texas Identification Number, and correct “Remit to” address*
- 9.2.2 *Name of State Agency*
- 9.2.3 *Contract/Purchase Order Number*
- 9.2.4 *Description of deliverable and service period*
- 9.2.5 *Quantity, Unit Price; All prices should be extended on the invoice*
- 9.2.6 *Total price*
- 9.2.7 *Attach supporting documentation, if required*

### 9.3 *Payment Schedule*

The Vendor will be paid for deliverables completed throughout the term of the agreement.

## 10 Terms & Conditions

TSLAC and Vendor will abide by the terms and conditions set forth in the DIR contract. In addition, LSTA terms and conditions may be attached to the SOW and/or Purchase Order associated with this SOW and cannot be changed.

In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the following order of priority: Signed TSLAC Agreement, DIR Contract Terms and Conditions, TSLAC Terms and Conditions, and Vendor's Response.

TSLAC General Terms & Conditions:

[https://www.tsl.texas.gov/sites/default/files/public/tslac/admin/tandc/General%20Terms%20and%20Conditions\\_2020.pdf](https://www.tsl.texas.gov/sites/default/files/public/tslac/admin/tandc/General%20Terms%20and%20Conditions_2020.pdf)

LSTA Terms and Conditions:

[https://www.tsl.texas.gov/sites/default/files/public/tslac/admin/tandc/LSTA%20Contract%20Terms%20and%20Conditions\\_Final%202020-06.pdf](https://www.tsl.texas.gov/sites/default/files/public/tslac/admin/tandc/LSTA%20Contract%20Terms%20and%20Conditions_Final%202020-06.pdf)

## 11 Vendor Response

TSLAC will select the Respondent (Vendor) that offers the best value as determined by the information provided in the Vendor's Response. The following information shall be provided in the Vendor's Response:

### 11.1 *Staff Capabilities*

Respondent staff capabilities specific to this SOW:

*11.1.1 Organizational chart*

*11.1.2 Management Team resumes*

*11.1.3 Key personnel resumes, illustrating the qualifications of each to perform the services described in this SOW including expertise in Agile development methodology and processes.*

### 11.2 *Service Capabilities*

Respondent shall provide evidence of its service capabilities, including but not limited to:

*11.2.1 Description of three (3) projects of similar size and scope that Respondent has conducted within the past five (5) years;*

*11.2.2 Description of experience providing similar deliverables in public sector, specifically state and local government;*

*11.2.3 An outline of its capability to deliver the required services, including process, functional and technical expertise;*

*11.2.4 Types of information anticipated to be provided as part of each deliverable.*

### 11.3 *Subcontractors*

Subcontractors providing services under an awarded Contract shall meet the same requirements and level of experience as required of the Vendor. No subcontract under the Contract shall relieve the Vendor of responsibilities for ensuring the requested services are provided. Vendors planning to subcontract all or a portion of the work to be

performed must identify the proposed subcontractors.

If subcontractors will be used during the implementation of the project, the Vendor shall provide documentation that the subcontractor meets the same mandatory qualifications listed in this solicitation.

A subcontractor is defined as a person who contracts with a vendor to work, supply commodities, or contribute toward completing work for a governmental entity as defined in Texas Government Code 2251.001.

These subcontractors must be included on the approved HUB Subcontracting Plan (HSP) of the associated DIR contract. If they are not listed, the HSP must be updated and approved with the DIR before the subcontractor provides any services for this project.

#### **11.4 Technical Proposal**

Respondent shall provide a technical proposal including a draft high-level project work plan addressing the tasks specified in the SOW, which shall include:

*11.4.1 A description of key activities and milestones.*

*11.4.2 A detailed description of the Respondent's approach to analyze, assess, validate, document, and complete each deliverable.*

*11.4.3 A description of the resources necessary from TSLAC to support the process, including estimates of time needed from TSLAC's subject matter experts and high-level analysis of data gathering requirements.*

*11.4.4 Any assumptions and dependencies of the project.*

#### **11.5 Additional Considerations**

*11.5.1 Respondent shall indicate their agreement to comply with the confidentiality and non-disclosure requirements statement in this SOW.*

*11.5.2 All written deliverables must be phrases in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).*

*11.5.3 All items of the technical proposal shall be done in accordance with the Service Level Agreement in Section 5 of this SOW and any other SLA specified in Vendor's Response.*

*11.5.4 TSLAC may request oral presentations from eligible Respondents.*

#### **11.6 Pricing**

The primary purpose of this section is to detail the pricing for the deliverables-based services. Respondent should also provide a summary of any assumptions or exclusions. The Respondent must provide a separate cost for each deliverable in [Appendix D](#) of the SOW. Respondent shall provide firm fixed pricing.

## **12 Schedule of Events and Response Guidelines**

### **12.1 Schedule of Events**

TSLAC intends to proceed according to the following schedule. These dates represent a tentative schedule of events with this SOW solicitation. TSLAC reserves the right to change the dates in the Schedule of Events upon written notification to prospective Respondents.

Event	Date/Time
Solicitation Distribution Date:	October 30, 2020
Vendor Questions Due:	November 5, 2020; 5:00 PM CT
Answers Distribution Deadline:	November 6, 2020
Response Due Date:	November 10, 2020; 2:00 PM CT
Expected Contract Award Date:	November 2020

All times refer to Central Standard Time.

## 12.2 Questions and Answers

12.2.1 *Clarifications:* All questions or requests for clarification of this solicitation must be submitted in writing to the email of the TSLAC Purchasing Contact, listed in Section 12.3. The Subject Line of the email must include "Questions about Solicitation # 306-21-0076. Questions should be submitted in the following format:

- Reference the Section number, Subsection number, and page number on the solicitation.
- Question

12.2.2 *Deadline:* Questions shall be submitted no later than the date and time listed in Section 12.1 above. The TSLAC will respond to questions received no later than the date and time specified above.

12.2.3 *Acknowledgement:* Vendor acknowledges that the applicable inquiry and official answer may be shared with other Vendors and therefore Vendors will not include any confidential or proprietary information in such inquiries. The TSLAC will not identify the Vendor that submitted any particular inquiry.

## 12.3 Point of Contact

12.3.1 *Contact:* All requests, questions, and other communications about this solicitation shall be made in writing to TSLAC's Purchasing Department, addressed to the following assigned Purchasing Team Member:

**Pam Rodriguez, Contract Coordinator**  
 Texas State Library and Archives Commission  
 Attn: Purchasing Department, Room #309  
 1201 Brazos Street  
 Austin, TX 78701  
 Email: [prodriguez@tsl.texas.gov](mailto:prodriguez@tsl.texas.gov)  
 Phone: 512/936-2774

12.3.2 *Prohibited Communications:* Upon posting of this solicitation, TSLAC, its representative(s), or partners will not answer questions or otherwise discuss the contents of this solicitation with any potential Respondents or their representative(s), except for the written inquiries described in Section 12.2. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may result in disqualification of any subsequent response to this solicitation.** Respondent may rely only on written statements issued through or by TSLAC's Purchasing Team. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

## 12.4 Response Submission Requirements

Below is a summary of required and requested information for the Response. Responses submitted without this information will be evaluated accordingly. TSLAC reserves the right, in its sole judgement and discretion, to waive minor technicalities and errors in the best interests of the State.

**12.4.1 General Response Format:**

- 12.4.1.1 Respondent shall submit one (1) signed and complete digital Response in PDF with sections appropriately bookmarked or indexed. The file name format should be “[Vendor/Company Name], PROPOSAL TO SOLICITATION # 306-21-0076”. Other file formats may also be required if specified within this solicitation. The maximum file size that TSLAC can receive via e-mail is 150mb.
- 12.4.1.2 Response should be formatted or organized using the Response Checklist provided in Appendix A of this solicitation. Respondents should complete the checklist and place in the front of the Original Response.

**12.4.2 Required Response Content:**

Respondent **MUST** include the following documents and information in their Response submission. **Failure to submit the listed documents in the Response will result in disqualification.**

- 12.4.2.1 Response Checklist – Include initialed Appendix A; Response must address all criteria listed in Response Checklist. Checklist is provided to ensure that Response is organized or formatted according to the tab number specified on this checklist; Additional information may be provided in the appropriate tab or in the Vendor’s Additional Information tab.
- 12.4.2.2 Solicitation Coversheet – Include completed, signed, and dated Appendix B. Respondents must enter their Texas Identification Number (TINS), full company name and address, DUNS and SAM Expiration information.
- 12.4.2.3 Confidential Information Form – Include completed Appendix F if the Response contains confidential information as specified in Section III, Subsection 6 of this solicitation. If confidential information is not included within the Response, the form must be submitted and marked “N/A” or left blank.
- 12.4.2.4 Respondent Qualifications and Experience – Include a copy of the Company Profile (Appendix C) and list of the Key Personnel for this project with their resumes that will indicate their qualifications and experience in similar projects. Include this information in the specified tab of the Response Checklist (Appendix A).
- 12.4.2.5 Deliverables and Cost Worksheet – Include a completed Appendix D or reasonable facsimile; All costs to complete the requested services must be outlined and provided.
- 12.4.2.6 Technical Proposal – Respondent shall provide a technical proposal, which includes a work plan and proposed project schedule. Refer to Appendix E for required content in the technical proposal.
- 12.4.2.7 Subcontracting – Include a list of any subcontractors that will be used for this project. Subcontractors must be based on the approved HSP posted on the DIR contract. Refer to Appendix E for more information.

**12.4.3 Additional Response Content:**

Respondent must include the following additional documentation in their Response submission or within one (1) business day of TSLAC request. Failure to submit this additional documentation by TSLAC designated deadline may result in disqualification.

- 12.4.3.1 References – Include a list of references on Appendix C or reasonable facsimile.
- 12.4.3.2 TSLAC Addenda, if applicable – Include signed addenda generated as part of the solicitation; addenda, if any, will be posted on the ESBD, the signed and dated addenda provides acknowledgement of receipt.

**12.4.4 Response Requirements:**

- 12.4.4.1 Respondent’s documentation provided with Response must be complete and comprehensive. TSLAC will not be responsible for locating or securing information not included in the submitted Response. Failure to furnish required documentation with the Response may result as non-

- responsive or incomplete.*
- 12.4.4.2 TSLAC will not be responsible for any expenses related to Responses or Respondent’s development of documentation that may result from this procurement. Respondents are responsible for all costs associated with preparing a response to this solicitation.
  - 12.4.4.3 All Responses must be received and time stamped by the date and time specified in Section 12.1. The date and time stamp will be determined by the delivery method specified in Section 12.4.5. TSLAC will disqualify all Responses received past the date and time specified in Section 12.1. TSLAC is not responsible for lost or late Responses.
  - 12.4.4.4 Late, illegible, incomplete, and otherwise non-responsive Responses will not be considered.
  - 12.4.4.5 TSLAC reserves the right to reject any and/or all Responses received, and to cancel this solicitation in part or in its entirety. This solicitation in no way obligates TSLAC to award a contract.
  - 12.4.4.6 Responses cannot be altered or amended after the solicitation deadline or due date.
  - 12.4.4.7 When Responses are opened, only the names of the Respondents who submitted proposals will be read. Prices and terms will not be divulged until after contract award.
  - 12.4.4.8 All submitted Responses become the property of TSLAC after the solicitation deadline/due date. Awarded Responses may be posted with a copy of the contract on the TSLAC website. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TSLAC, whichever is earlier.
  - 12.4.4.9 Respondent must have an active SAM registration and be permitted to do business with the Federal Government in order to be considered for this procurement opportunity.
  - 12.4.4.10 Respondents must comply with all rules, regulations, and statutes relating to Purchasing in the State of Texas, in addition to the other requirements of this solicitation.
  - 12.4.4.11 Any terms or conditions attached to the Response will not be considered unless specifically requested within the solicitation. Submission of unsolicited terms and conditions may result in disqualification of Response.
  - 12.4.4.12 ALL RESPONSES MUST BE SIGNED AND DATED BY A PERSON AUTHORIZED TO BIND THE COMPANY IN A CONTRACT. FAILURE TO SIGN AND DATE THE SOLICITATION COVERSHEET WILL RESULT IN DISQUALIFICATION OF A SUBMITTED RESPONSE.
- 12.4.5 Delivery Methods and Formats
- 12.4.5.1 Responses should be submitted to TSLAC Purchasing Department by the designed date and time specified in Section 12.1 using one of the following methods:

Delivery Method	Response Format	Additional Instructions
E-Mail	PDF	Purchasing@tsl.texas.gov  E-Mail Subject Line must include “Response to Solicitation # 306-21-0076; Due Date/Time: 11/10/2020; 2:00 PM”

- 12.4.5.2 It is the Respondent’s responsibility to appropriately mark and deliver their Response to the TSLAC by the specified date and time.
- 12.4.5.3 Telephone or faxed Responses will not be considered.

### 13 Evaluation and Award

A contract will be awarded to the Respondent(s) who submitted the Response determined to be the best value to the State and who meets all the requirements included in this solicitation.

Cash discounts offered by the Respondent will NOT be a factor in the evaluation.

Responses may be withdrawn by written notice at any time prior to award. An e-mail to the Purchasing Team member specified in Section 12.3 will be acceptable as a written notice for withdrawal. Responses will not be returned after award.

### **13.1 Administrative Review by TSLAC Purchasing**

Only a complete Response with the required content listed in Section 12.4 will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a Response being declared non-responsive. Responses that do not conform to the instructions included in this solicitation may be rejected by TSLAC. TSLAC reserves the right to reject any or all Responses and to waive informalities and minor irregularities in the responses received. No response received in TSLAC Purchasing Department after the due date and time specified in Section 12.1 will be considered.

### **13.2 Initial Evaluation**

An evaluation team will evaluate and score each response based on the established criteria. Respondents shall not contact members on the evaluation team. Responses will be evaluated according to the Respondent's ability to best satisfy TSLAC requirements. Respondent's submission is evaluated and scored on a weighted system to determine the best value as follows:

<b>Evaluation Criteria</b>	<b>Weight</b>
<i>Vendor Qualifications &amp; Experience</i>	<i>40%</i>
<i>Technical Proposal</i>	<i>40%</i>
<i>Deliverables Costs</i>	<i>20%</i>
<b>Total</b>	<b>100%</b>

### **13.3 Competitive Range**

At TSLAC's sole discretion, a short list of vendors may be developed based on the competitive range or from the top three vendors. then TSLAC may check references.

*13.3.1 References may include past performance evaluations. References will be scored on a pass/fail basis. Any negative responses received may be grounds for disqualification of the proposal.*

*13.3.2 Respondents may be asked to provide samples.*

### **13.4 Best and Final Offer (BAFO)**

The evaluation team will determine if discussions are necessary and/or Best and Final Offers (BAFOs) are necessary. Award of a contract may be made without discussions or BAFO if in the best interest of the State.

*13.4.1 Discussions: The evaluation team may determine that discussions are necessary to clarify or verify a written response.*

*13.4.2 Oral Presentations or Demonstrations: TSLAC may, at its discretion, elect to have Respondents provide oral presentations of their Response or demonstrate the use of their service.*

*13.4.3 BAFO: A request for a BAFO is at the sole discretion of TSLAC and will be requested in writing. If requested, Respondent(s) shall submit a final price and any added value. If more than one Respondent reaches this level, the negotiated terms, references, BAFO, and added values will be considered in the award. TSLAC will make the final determination on the best value.*

*13.4.4 The evaluation team will evaluate the finalists and a recommendation for award will be determined.*



**13.5 Award**

TSLAC reserves the right to award a contract to a single Vendor or award to more than one Vendor, whichever provides the best value to TSLAC in performance of this service. TSLAC will be the sole judge of best value.

**13.6 HUB Subcontracting Requirements**

Upon contract award, Vendor is required to submit HSP Progress Assessment Report (PAR) to document payments to subcontractors **each month** to [ContractManagement@tsl.texas.gov](mailto:ContractManagement@tsl.texas.gov). A copy of the invoice for that month should also accompany the PAR.

PARs are not required if subcontractors will not be used in the performance of this project.

## Appendix A

### *RESPONSE CHECKLIST*

Response must be submitted in the format specified in the solicitation. **Do not send a copy of the solicitation with the Response.** Only the content specified in [Section 12.4](#) is required.

The contents of the Response must be organized in the tabs as shown below:

Requested Content	Document/ Section	Tab Number	Vendor Initials	For TSLAC
Response Checklist	Appendix A	Front Page		
Solicitation Coversheet	Appendix B	1		
Confidential Information Form	Appendix F	1		
Company Profile, Respondent Qualifications & Experience, and References	Appendix C	2		
Deliverables and Cost Worksheet	Appendix D	3		
Technical Proposal & Subcontracting	Appendix E	4		
TSLAC Addenda, if applicable	Check Emails	5		

## Appendix B

### SOLICITATION COVERSHEET

Respondent shall complete and sign this document and submit with their Response by the due date and time specified in this solicitation. Failure to do so will result in disqualification of the Response.

TSLAC Purchasing Contact	Delivery Format & Address	Due Date
Pam Rodriguez Contracts Coordinator Phone: (512) 936-2774 Email: <a href="mailto:prodriguez@tsl.texas.gov">prodriguez@tsl.texas.gov</a>	Digital Format E-mail: <a href="mailto:purchasing@tsl.texas.gov">purchasing@tsl.texas.gov</a>	November 10, 2020: 2:00 PM

#### Vendor Information

Vendor Name: _____	Phone Number: _____
Address: _____	Fax Number: _____
City, State, Zip: _____	DUNS No: _____
Email: _____	SAM.gov Expiration Date: _____
Texas ID No (TIN): _____	HUB Status, if applicable: <u>Choose an item.</u>
Federal EIN: _____	DIR Contract #: _____

The Texas ID Number is the Payee Identification Number assigned and used by the Texas Comptroller of Public Accounts to process payment for goods or services. Enter this number in the field above. If this number is unknown, please request the Application for Texas Identification Number form (AP-152) from the TSLAC Purchasing Contact. The completed form must be submitted with the Response.

Respondent should enter the Federal Employers Identification number in the field above. If an effort to minimize identity theft, every company MUST have an Employer Identification Number (EIN) prior to award of the contract. For information on obtaining an EIN, call the IRS at (800) 829-4933 or visit <https://www.irs.gov/businesses/small-businesses-self-employed/employer-id-numbers>.

#### Preferences

In case of tie bids, one of more preferences described in Texas Government Code § 2155, Subchapter H and listed below will be used to make an award. Tie bids which cannot be resolved by applications of one or more preferences shall be made by drawing lots. Check the preferences for which you qualify:

- Products of persons with mental or physical disabilities
- Energy Efficient Products
- Rubberized Asphalt Paving
- Goods produced or offered by a Texas respondent that is owned by a service-disabled veteran who is a Texas resident
- Goods produced in Texas or offered by other Texas respondent not owned by a Texas resident service-disabled veteran
- Goods, including agricultural products, produced or grown in Texas

**Preferences**

- Goods, including agricultural products, offered by Texas respondents
- Goods, including agricultural products, produced or grown in other states of the United States
- Texas vegetation native to the region
- Services offered by a Texas respondent that is owned by a service-disabled veteran who is a Texas resident
- Services offered by other Texas respondent that is not owned by a Texas resident service-disabled veteran
- Commercial production company and advertising agency located in Texas
- Purchase products or materials produced in Texas
- Recycled, remanufactured, or environmentally sensitive products
- Recycled oil and lubricants
- Products or services produced in an economically depressed or blighted area
- Products of facilities on formerly contaminated property
- Vendors that meet or exceed air quality standards (state or federal environmental standards)
- Foods of higher nutritional value

By signature herein, the Respondent certifies that they have complied with the certifications and representations listed in the TSLAC General Terms and Conditions (Section IV).

**Business Ownership:** Pursuant to Texas Family Code § 231.006(c), Responses must include names and social security numbers of each individual with at least 25% ownership of the business entity submitting the Response. If an individual does not control 25% or more of the business entity, enter “None”.

Vendors that have pre-registered this information on the CMBL have satisfied this requirement. If not pre-registered on the CMBL, complete the following:

Name	Social Security Number	% of Ownership

The person signing must have the authority to bind the company in a contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## Appendix C

### COMPANY PROFILE

Respondent shall use this exhibit (or reasonable facsimile). In addition, the Respondent must attach the organizational structure with executive or senior leadership, including names and titles. This form may be modified as needed to comply with the requirements to document company information.

GENERAL INFORMATION	
<b>Company Name:</b>	
<b>Principal place of business (Corporate Headquarters):</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Company's Remit to address:</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Contact Person concerning Solicitation Response:</b>	
<b>Name &amp; Title:</b>	
<b>Phone &amp; Email Address:</b>	
<b>Company Project Lead (person assigned for management and day-to-day project operations)</b>	
<b>Name &amp; Title:</b>	
<b>Phone &amp; Email Address:</b>	
<b>Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five years.</b>	
<input type="checkbox"/> <b>Yes</b>	If yes, explain:
<input type="checkbox"/> <b>No</b>	
<b>Indicate if your company or any of its subsidiaries has been involved in litigation within the last five years.</b>	
<input type="checkbox"/> <b>Yes</b>	If yes, explain:
<input type="checkbox"/> <b>No</b>	
BACKGROUND INFORMATION	
<b>Number of years in business:</b>	
<b>Number of employees:</b>	
<b>Number of years actively participating in offering the goods/services described in the solicitation:</b>	
<b>Provide company background, experience, qualifications, and capabilities in areas of goods/services described in the solicitation.</b>	
<b>Provide present commitments for related or similar goods/services.</b>	
<b>Provide description of industry certifications, if applicable.</b>	
<b>Provide list of equipment to be used to fulfill the goods/services described in the solicitation. If not applicable, write "N/A".</b>	

**STAFF CAPABILITIES**

Respondent must provide:

- *Organizational chart*
- *Management Team resumes*
- *Key personnel resumes illustrating the qualification of each to perform the services described in this SOW including expertise in Agile development methodology and processes.*

**SERVICE CAPABILITIES**

<b>Description of three (3) projects of similar size and scope that Respondent has conducted within the past five (5) years</b>
<b>Description of experience providing similar deliverables in public sector, specifically state and local government</b>
<b>An outline of its capability to deliver the required services including process, functional and technical expertise</b>
<b>Types of information anticipated to be provided as part of each deliverable</b>

**REFERENCES**

Respondent must provide a minimum of three (3) references for projects completed within the last two (2) years and similar in scope.

Reference #1	
<b>Reference Name:</b>	
<b>Company/Organization:</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Service Period:</b>	
<b>Services Provided:</b>	

Reference #2	
<b>Reference Name:</b>	
<b>Company/Organization:</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Service Period:</b>	
<b>Services Provided:</b>	

Reference #3	
<b>Reference Name:</b>	
<b>Company/Organization:</b>	
<b>Address:</b>	
<b>City, State, Zip</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Service Period:</b>	
<b>Services Provided:</b>	

## Appendix D

### *DELIVERABLES AND COST WORKSHEET*

Per Section 11.6 of the solicitation, Respondent must provide the deliverables with firm fixed pricing.

Deliverable No.	Deliverable Description	SOW Reference Paragraph	Unit Price	Extended Amt
1				
2				
3				
4				
5				
6				
7				
8				

### *ASSUMPTIONS AND EXCLUSIONS*

Respondent must provide a summary of any assumptions or exclusions.



## Appendix E

### **TECHNICAL PROPOSAL**

Respondent shall submit a Technical Proposal in their Response. This proposal shall include a maximum of ten (10) pages and address each of the items listed below. **Failure to provide this information may result in disqualification.**

#### **1 Project Work Plan**

Per Section 11.4 of the solicitation, provide a description of how the Respondent proposes to accomplish the required services. This section of the technical proposal must contain sufficient detail to convey the Respondent’s knowledge of the subjects and skills necessary to successfully complete the project to members of the evaluation team.

Any required involvement of TSLAC staff, including but not limited to, any staff resources needed in terms of content, materials, equipment, etc. for the term of the project.

#### **2 Project Schedule**

Respondent must include the project schedule indicating when the elements of the work will be completed. The project schedule must ensure that any deliverables requested are met.

Deliverable No.	Deliverable Description	SOW Reference Paragraph	Estimated Due Date
1			
2			
3			
4			
5			
6			
7			
8			

#### **3 Subcontracting**

Respondent must list subcontractors that will work on this project listed on the approved HUB Subcontracting Plan (HSP) of the DIR contract. If subcontractors will not be used, Respondent must provide written acknowledgement that subcontractors will not be used for this project.

---

## Appendix F

---

### ***CONFIDENTIAL INFORMATION FORM***

The determination of whether information is confidential and not subject to disclosure under the Public Information Act is the duty of the Office of Attorney General (OAG). TSLAC shall comply with all rulings of the OAG.

TSLAC assumes no responsibility for asserting legal arguments on behalf of the Vendor. Vendors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Please list below items that you assert are confidential as specified in [Section 11.5](#) of this solicitation. Note that requests for information in response to this solicitation not marked as confidential will be released without notifying the Vendor.

Page Number	Section Number	Section Title