**Texas Workforce Commission (TWC)**

**Request for Offer (RFO)**

**WorkInTexas (WIT) Replacement**

RFO Number: 320-2017WIT

Date Issued: June 19, 2017

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## Glossary of Acronyms and Terms

| **Acronym/ Term** | **Description/Definition** |
| --- | --- |
| ADA | Americans with Disabilities Act |
| AEL | Adult Education and Literacy |
| AES | Advanced Encryption Standard |
| ALM | Application Lifecycle Management |
| API | Application Programming Interface is a set of commands, functions, protocols, and objects that programmers can use to create software or interact with an external system. |
| ARRA | American Recovery and Reinvestment Act of 2009 |
| BAFO | Best and Final Offer |
| Breach | The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where individuals gain access or potential access to PII, whether physical or electronic for an unauthorized purpose. |
| CAPPS | Centralized Accounting and Payroll/Personnel System |
| Career Clusters | Career Clusters contain occupations in the same field of work that require similar skills. |
| Career Pathways | Career pathway means a combination of rigorous and high-quality education, training, and other services that aligns with the skill needs of industries in the economy of the State or regional economy involved; prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including registered apprenticeships; includes counseling to support an individual in achieving the individual's education and career goals; includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster; organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable; enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one (1) recognized post-secondary credential; and helps an individual enter or advance within a specific occupation or occupational cluster. |
| Certificate | A certificate may be awarded by either an educational institution or independent education and training provider associated with specific programs of study. Educational and training programs teach students skills related to specific occupations. Certificate programs are generally created, taught, and assessed directly by the provider of a program. Students are awarded certificates after successfully completing instruction and demonstrating proficiency through provider-administered exams. Obtaining a certificate generally signifies the end of the instructional program. |
| Certification | A certification is a type of nontraditional award to an individual that demonstrates proficiency and knowledge, through examination, in a specific industry or trade. As opposed to a certificate, obtaining a certification award is not dependent on any actual education or training program. Instead, evaluating candidates for certification relies on independent, third-party professional and industry-based groups. These national organizations develop and maintain relevant proficiency standards that are assessed and sanctioned by industry-approved examination facilities, independent of any educational institution or training program. Furthermore, certifications often have an expiration date, requiring individuals to participate in continuing education or reexamination to stay current. This characterization of certification awards has been accepted and endorsed by national entities, such as the National Association of Manufacturers (NAM) and the American Association of Community Colleges. |
| Change Order | Document authorizing deliverables or work being added to or deleted from the original scope of work of a contract. |
| Change Request | A formal proposal to modify the project scope, cost and/or schedule.  |
| CIP | Classification of Instructional Programs |
| CISO | Chief Information Security Officer |
| CM | Common Measures |
| CPA | Comptroller of Public Accounts (Texas) |
| CPA firm | Certified Public Accounting firm |
| Credential | A credential is the all-encompassing term used to describe any type of traditional and non-traditional award within the context of education, training, workforce, and employment development. Credentials are awarded by third-party entities, who have relevant authority to issue such credentials, after individuals demonstrate proficiency or competency in a given occupation or field. Credential awards can be earned from a variety of sources, including, but not limited to, educational institutions, industry associations, or government agencies. |
| CVS | Concurrent Versions System |
| DCS | [Data Center Services](http://dir.texas.gov/View-About-DIR/Data-Center/Landing.aspx) provided through the Texas Department of Information Resources |
| DD 214 | Certificate of Release or Discharge from Active Duty Form 214 |
| DED | Deliverables Expectations Document |
| DIR | [Department of Information Resources](http://dir.texas.gov) (Texas) |
| DOL | Department of Labor  |
| DR | Disaster Recovery |
| DRBCP | Disaster Recovery and Business Continuity Plan |
| ED | Executive Director  |
| EFT | Electronic Funds Transfer |
| EIR | Electronic Information Resources |
| ES | Employment Services |
| ETA | Employment & Training Administration (DOL) |
| ETL | Extract, Transform, Load |
| Event | Means a suspected or attempted unauthorized access, use, disclosure, modification, loss or destruction of Confidential Information, which has the potential for jeopardizing the confidentiality, integrity or availability of the Confidential Information, but excludes completed, unsuccessful hacking events using common tools such as PING, netstat, telnet, tracert, etc. An Event becomes a Breach when the event involves actual unauthorized access, use, disclosure, modification, loss or destruction of Confidential Information, which has the potential for jeopardizing the confidentiality, integrity or availability of the Confidential Information |
| FedRAMP | Federal Risk and Authorization Management Program  |
| FEIN | Federal Employer Identification Number |
| FICE | Federal Interagency Commission on Education |
| FIPS | Federal Information Processing Standard |
| FTE | Full-time Equivalent |
| FY | State Fiscal Year (FY) |
| IEP | Individual Employment Plan (adult) |
| Incident | An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. |
| Interface | A shared boundary across which two separate components of a computer system exchange information. |
| IT | Information Technology |
| IT IS | Information Technology Infrastructure Services (TWC IT) |
| IV&V | Independent Verification and Validation |
| JAWS | Job Access With Speech |
| JCL | Job Control Language |
| JSP | Java Server Pages |
| JVSG | Jobs for Veterans State Grants (DOL program focusing on eligible Veterans and other Eligible individuals and operated in Texas by the TVC) |
| LAN | Local Area Network |
| LBB | Legislative Budget Board (Texas) |
| License | A license is a type of nontraditional credential that is generally awarded by a government-regulated agency. This award may be granted by a federal entity, but usually comes from the state level. Of the three (3) types of credentials, a license is the most heavily regulated and restrictive due to its governmental association. Like the two (2) other credentials, a license signals that an individual has completed or achieved certain standards. Unlike the two (2) other credentials, a license is required before an individual may work in specific professions. Plumbers, electricians, real estate brokers, and nurses are examples of occupations that require an individual to have a valid license. |
| LMI | Labor Market Information (WIT service code) |
| LWDB | Local Workforce Development Board created pursuant to Texas Government Code § 2308.253 and certified by the Governor pursuant to Texas Government Code § 2308.261. There are twenty-eight (28) Local Workforce Development Boards in Texas. |
| Material System Defect | Functionality that does not conform to the approved detailed design documentation or does not meet established TWC performance standards |
| MSFW | Migrant and Seasonal Farmworker |
| NAICS | North American Industry Classification System |
| NIST | National Institute of Standards and Technology |
| OAG | Office of Attorney General |
| OES | Occupational Employment Statistics |
| ONET | Occupational Information Network (also O\*NET) |
| PII | Personally Identifiable Information |
| PMO | Project Management Office (TWC) |
| PO | Purchase Order |
| POCN | Purchase Order Change Notice |
| POS | Priority of Service |
| Priority Populations | Local Workforce Development Boards give priority of service to individuals in certain target groups such as Veterans, Migrant and Season Farmworkers (MSFWs), Rapid Response (RR), and Foster Youth |
| RESEA | Reemployment Services and Eligibility Assessments (DOL program focusing on reemployment of UI Claimants) |
| REST | Representational State Transfer |
| RFO | Request for Offers |
| RR | Rapid Response |
| RRES | Rapid Reemployment Services |
| SFTP | Secure File Transfer Protocol |
| SHA | Secure Hash Algorithm |
| SIC | Standard Industrial Classification |
| SME | Subject Matter Expert (Business and/or Technical) |
| SOAP | Standard Object Access Protocol |
| SPD | Statewide Procurement Division (Texas) |
| SSN | Social Security Number |
| TABE | Test of Adult Basic Education |
| TLS | Transport Layer Security |
| TPDF | Texas Project Delivery Framework |
| TVC | Texas Veterans Commission |
| TWC | Texas Workforce Commission |
| TWC Data | All data entered in to the Awarded Vendor-supplied solution, either by Texas job seeker clients, employers, local users, TWS staff, or other State of Texas staff is the property of the Texas Workforce Commission.  |
| TWIST | The Workforce Information System of Texas |
| TWS | Texas Workforce Solutions comprised of the Texas Workforce Commission and a statewide network of 28 Local Workforce Development Boards for regional planning and service delivery, their contracted service providers and community partners, and the TWC unemployment benefits Tele-Centers |
| U.S.C. | United States Code (also USC) |
| UAT | User Acceptance Testing |
| UC | Unemployment Compensation |
| UI | Unemployment Insurance |
| UI Auto-Registration | If a UI claimant fails to register in the Labor Exchange system within seven (7) calendar days of filing an Initial Claim, TWC systems automatically register claimant in the Labor Exchange system from the information provided during the UI Benefits Initial Claim filing process |
| URL | Universal Resource Locator |
| Use Case | A use case is a list of actions or event steps, typically defining the interactions between a role (known in the Unified Modeling Language as an actor) and a system, to achieve a goal. The actor can be a human or other external system. |
| USPS | United States Postal Service |
| USS | Unix System Services |
| VR | Vocational Rehabilitation |
| WBS | Work Breakdown Structure |
| WCAG | Web Content Accessibility Guidelines |
| WCCT | Workforce Center Customer Tracking |
| WIOA | [Workforce Innovation and Opportunity Act](https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/html/PLAW-113publ128.htm) (WIOA § 2 *et seq*., Public Law 113-128, 29 U.S.C. § 3101 *et seq*.) |
| WIT | [WorkInTexas.com](http://www.workintexas.com) (Internet self-service job matching system) |

# Background

WorkInTexas (WIT) is a mission-critical application that provide core business functionality for Texas Workforce Solutions (TWS) comprised of the Texas Workforce Commission (TWC) and the twenty-eight (28) Local Workforce Development Boards. Federal law (the Wagner Peyser Act) requires that states must maintain a Labor Exchange function. It was amended by [Workforce Innovation and Opportunity Act](https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/html/PLAW-113publ128.htm) (WIOA) but the requirement remains. The relevant citation is 29 United States Code (U.S.C.) § 49 (<https://www.gpo.gov/fdsys/pkg/USCODE-2010-title29/pdf/USCODE-2010-title29-chap4B.pdf>).

WIT is the state’s current online Labor Exchange system that went into production in May 2004. At that time, it was cutting-edge and one (1) of a handful of online job connection systems. However, despite numerous enhancements over the years, it has not kept up with technology advancements, recruiting-practices, and user expectations and behaviors. Such changes prompted TWC to form a Task Force comprised of Local Workforce Development Board (LWDB) Private Sector Members, LWDB Executive Directors (ED) and a representative from the State Agency Coordinating Council for HR Directors. They were charged with making recommendations on the best path to take in providing a tool that meets the labor exchange and related needs of Texas job seekers, employers and other stakeholders. After several meetings, testimony from industry sector representatives, roundtable discussions and demonstrations of other states’ Labor Exchange systems, the Task Force’s recommendation was to replace WIT with an off-the-shelf product.

TWC is increasingly becoming a data driven organization. Due to obsolete technology and limited IT resources, the WIT data is fragmented, inconsistent and hard to obtain. The core applications have grown over the years and have become increasingly hard to maintain. In addition, TWC’s IT resources have limited capacity to implement new capabilities and/or significant changes to meet federal, regulatory, legislative and program changes.

It is imperative that TWC select and implement a sustainable, web-based technology solution that provides a platform-based approach to increase efficiency and self-service and that also fully supports the data-driven nature of the Agency with accessible, consistent, and available data and tools. Therefore, TWC is seeking a fixed-price commercially available solution that is customizable to meet the needs of Texans. The Labor Exchange solution selected to replace WIT will be implemented during State Fiscal Years 2018-2019.

## 1.1 Summary of Requested Services

Strategically, TWC plans to procure an integrated system, based on a common platform, to improve services to employers and job seekers and streamline case management activities for TWC staff and Local Workforce Development Boards (LWDBs). The goals of the WIT Replacement Project (“the Project”) include:

1. Increasing and supporting economic potential through a useful, cost-effective, intuitive, and easy to understand job matching system that will help more people.
2. Increasing customer pathways to services by implementing a technology solution that is flexible enough to allow customer access to information and services when, where, and how the customer needs it.
3. Integrating and aligning TWC systems and services so that TWC systems work together to eliminate duplication; streamline delivery of services; and eliminate the need to support multiple applications and platforms.
4. Equipping TWC staff and partners with the right tools to provide or oversee delivery of excellent customer service and outcomes.

### 1.1.1 Solution Key Functions

To fulfill these goals, the Awarded Vendor will implement and support a Labor Exchange solution that must provide the following key functions for TWC:

1. Job Matching (e.g., full and part-time positions, internships, and Veterans’ Preference);
2. Jobs provided from other websites (i.e., “spidering” for Texas jobs);
3. Resume upload, builder, versioning, and tailoring to fit specific job postings;
4. Career Pathways tools and/or links for assisting job seekers with career growth;
5. Real-time Labor Analytics, Supply and Demand Tools, and Labor Market Information (LMI);
6. Reporting capabilities for producing reports for employers and TWS staff.
7. Integration with other Systems (e.g., TWC’s Unemployment Insurance (UI) systems, The Workforce Information System of Texas (TWIST), and employer websites);
8. Enhanced Integration (examples include transferring applicant data to other systems and employer sites; and interfacing with LWDB's Customer Relations Management (CRM) systems);
9. Data Privacy and Cyber Security, further defined in Section 1.1.2 and Attachment 6;
10. Basic, reliable customer support available at launch for Staff, Employers, and Job Seekers;
11. Enhanced customer support in the future, such as support outside the normal workday, and live text chat;
12. Archive criteria for out of date applications and employer postings;
13. Meets State and federal requirements (such as Veterans’ Preference);
14. Communications with modern features (e.g., personalized broadcasts and mass mailings);
15. Accessible system, must meet Electronic Information Resources (EIR) accessibility requirements as defined in [Section 6.9](#_6.89_Electronic_Information), that provides a User Experience with intuitive and easy to use features; and
16. Optimized for mobile devices (either through responsive design or mobile applications).

### 1.1.2 Data Privacy and Cyber Security

TWC seeks a commercially available hosted solution. The proposed solution must comply with TWC’s requirement that all data remain in the United States and meet stringent **Data Privacy and Cyber Security** requirements. These include, but are not limited to:

1. Ensuring solutions that include in whole or in part cloud-based services have [Federal Risk and Authorization Management Program (FedRAMP)](https://www.fedramp.gov/) (<https://www.fedramp.gov/>) authorization or will have attained FedRAMP authorization prior to Award Date or by twelve (12) months after Award Date (see Section 8 – Liquidated Damages);
2. Ensuring the protection of TWC confidential information, including Personally Identifiable Information (PII) from unauthorized disclosure, unauthorized access, misuse at a minimum in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-122, Guide to Protecting the Confidentiality of PII through the implementation of controls such as role based access controls, encryption at rest and in transit, etc.;
3. Ensuring the disposal of data in a manner that complies with the NIST Special Publication 800-88, Guidelines for Media Sanitization (<http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf>);
4. Complying with TWC’s minimum encryption of Federal Information Processing Standard (FIPS) 140-2 validated 256bit Advanced Encryption Standard (AES) and cryptographic hash function of Secure Hash Algorithm (SHA)-256;
5. Complying with TWC’s minimum cryptographic protocol of Transport Layer Security (TLS) 1.1 (with preference for TLS 1.2) for protecting the security and privacy of communications over a computer network including the Internet;
6. Providing for Security Vulnerability Assessments and Controlled Penetration testing by TWC and/or its agent as agreed to for the duration of services of the Awarded Vendor;
7. Engaging in a continuous cycle of process improvement and vigilance to assess risks, monitor and test security protection, and implement change to protect TWC Data; and
8. Complete cooperation with the TWC Chief Information Security Officer (CISO) in the detection and remediation of any security vulnerability of the hosting infrastructure and/or the application.

### 1.1.3 Hosted environment

In the hosted environment, the Awarded Vendor will be responsible for all aspects of the system, excluding State-maintained network access. The Awarded Vendor will host the solution including data store(s), software and services, screens, reports and all other programs necessary to meet TWC’s requirements. The Awarded Vendor will be responsible for hardware maintenance, server availability and performance, overall system access, operations and security. While providing a host facility, the Awarded Vendor must be responsible for data migration, network availability, operations, disaster recovery, and support, and for providing network access and adequate bandwidth for file transfers, user access and data entry. The Awarded Vendor will have the option, but is not required, to leverage Texas Department of Information Resources (DIR) Data Center Services (DCS) cloud offerings. Should the Awarded Vendor provide hosting outside of DCS, award of the contract will be contingent upon DIR approval of a DCS Hosting Exemption request.

The host environment must comply with the following:

1. Complete compliance with all Federal and Texas laws, statutes, regulations, policies, standards, and industry best practices.
2. All data entered in to the Awarded Vendor -supplied solution, either by Texas job seeker clients, employers, local users, Texas Workforce Solutions staff, or other State of Texas staff is the property of the Texas Workforce Commission (“TWC Data”). TWC Data may not be released to other parties, including in aggregate form, without the express written permission of TWC. At the time of termination of this Contract for any purposes, all TWC Data must be provided to TWC in an acceptable electronic form and none of the TWC Data may remain on the Awarded Vendor’s system, after such event.
3. Data in Awarded Vendor’s custody will never be used, under any circumstances, for any purposes other than those agreed to in the contract.
4. At a minimum, 99.95% scheduled uptime, excluding planned downtime for maintenance.
5. Adequate capacity to ensure prompt response to both data inquiry/lookup and data modification transactions at all times.
6. The Awarded Vendor must provide sufficient, secure data storage to operate and support the hosted solution.
7. All hardware and software components of the hosting infrastructure must be fully supported by their respective manufacturers at all times.

## 1.2 Accessibility Statement

TWC is committed to making our Information Technology (IT) systems, documents, and other electronic resources accessible to everyone, including people with disabilities. Every element of each IT system delivered to TWC must be fully accessible as described in Section 6.9 of this document. In addition, all Project communication, notes, presentations, documentation, and other supporting materials must be fully accessible as described in Section 6.9.

## *1.3 Technical Environments*

The current technical environments for the legacy systems are summarized below.

**Current WIT Environment**

* JSP 1.2
* DB2 11.x on zOS 2.1
* Eclipse – Indigo
* WebSphere 7
* SOLR 1.4.1 Search Engine
* iText 5.5.8 for PDF generation
* JASPER 2.05 for reporting
* Concurrent Versions System (CVS) 1.12.12-19.6.4
* Java Servlets 2.3

See [Attachment 4](#_Attachment_5_–_1) – WIT Technical Summary.

See [Attachment 5](#_Attachment_6_–_1) – WIT Interface Summary.

## 1.4 Current Statistics

The following tables contain WIT statistics.

**WIT Accounts**

|  | **Total Active as of January 2017** | **Total Inactiveas of January 2017** | **Total Added 2016** | **Total Added 2015** | **Total Added 2014** |
| --- | --- | --- | --- | --- | --- |
| Job Seekers | 365,909 | 2,921,652 | 686,305 | 702,384 | 625,779 |
| Employers | 97,832 | 107,658 | 27,506 | 28,668 | 23,907 |

**Job Postings**

|  | **Total Activeas of January 2017** | **Total Closedas of January 2017** |
| --- | --- | --- |
| Job Postings | 50,063 | 1,401,653 |
| Openings | 106,916 | 879,075 |

**Correspondence**

|  | **Total Emails Typically Sent in a 30 Day Window** | **Total Letters Typically Sent in a 30 Day Window** |
| --- | --- | --- |
| Correspondence (excluding RRES) | 1,956,763 | 110,038 |

**Rapid Re-employment Services (RRES) Letters**

|  | **Total Sent2016** | **Total Sent2015** | **Total Sent2014** |
| --- | --- | --- | --- |
| RRES Letters (not included above) | 327,253 | 302,676 | 275,810 |

**WIT Services Provided**

|  | **Total Services Provided 2016** | **Total Services Provided 2015** | **Total Services Provided 2014** |
| --- | --- | --- | --- |
| Job Seekers | 29,477,711 | 25,242,035 | 24,002,603 |
| Employers | 474,377 | 480,244 | 433,125 |

# Project Scope

## 2.1 Scope of Work

The WIT Replacement Procurement and Project Scope includes all requirements in this Request for Offers (RFO) that are not identified as Optional. The following Sections 2.1.1, Scope Includes, and 2.1.2, Scope Excludes, provide highlights of functionality and/or systems specifically included or excluded from the Project Scope. The in-scope Project Deliverables are described separately.

### 2.1.1 Scope Includes

The Scope includes all functionality from the existing system and/or processes, unless TWC intentionally eliminates specific functionality in the Design stage. Specifically, the Scope includes the following:

* Configuration, Testing, Training, Implementation, and Support for the new Labor Exchange system that replaces WIT.
* Externally-facing user interfaces that comply with [Texas Labor Code § 301.064](http://www.statutes.legis.state.tx.us/Docs/LA/htm/LA.301.htm) and support multiple languages.
* Documentation including, but not limited to: Requirements; Design; Configuration; Data Repositories and Migration; Testing; Training; Implementation Plan; and post-Go Live Support.
* Design, development, testing and implementation of updated interfaces with TWIST, UI and all other systems exchanging data with WIT.
* Design, development, testing and execution of data conversion/migration from the legacy system(s) to the hosted solution.
* Replacement, maintenance and support of any functions (e.g., Rapid Reemployment Services (RRES) and staff service tracking) that exist only in WIT.
* Management reports and ad hoc reporting.

### 2.1.2 Scope Excludes

The Scope does not include:

* Replacement or modification of TWC’s current TWIST case management system.
* Replacement or modification of TWC’s current UI systems.
* Replacement or modification of TWC’s current Vocational Rehabilitation (VR) systems.
* Replacement or modification of TWC’s current Adult Education and Literacy (AEL) system.
* Performance measurement and reporting solutions needed for compliance with state and federal WIOA reporting requirements.
* Modifying other legacy systems.

## 2.2 Required Project Deliverables

The following deliverables are required for the Project. These deliverables are also the invoice points. If the Offeror desires more frequent invoice opportunities than the formal deliverables, Offeror must identify and negotiate sub-deliverables before the contract is final. TWC will not negotiate sub-deliverables after the contract has been signed.

Following each deliverable below, provide a response in which you:

* Either state that you accept all activities and work products or describe any changes you propose. If you propose changes, map your proposed changes to the deliverables, activities and work products in the RFO.
* Describe the approach you propose to use to develop the deliverable, including your understanding of the deliverable and how you plan to achieve success.
* Do not repeat the information provided in the RFO.

**Failure to follow these instructions may cause response to be deemed nonresponsive and disqualified.**

Offerors must:

* Identify any User Groups and/or other mechanisms through which customers provide product feedback and input regarding functions that will be included in any future releases.
* Identify any additional Workforce modules and/or functions that are available with the current product offerings.
* Describe any value-added benefits, services, and/or deliverables that are not required by this RFO that the Offeror proposes to provide within the Offeror’s fixed price proposal and, thus, at no additional cost to the State.

Attachment 7 contains the Project’s Deliverables Expectations Document (DED) template. During the project, a DED for each deliverable will be prepared by the TWC IT Project Manager based upon inputs from the Awarded Vendor and appropriate TWC program and IT stakeholders. Once approved by TWC, the DED will be incorporated herein for all purposes and will be the tool used to monitor the Awarded Vendor’s work on the deliverable and for the deliverable acceptance criteria.

* No work is to be performed on any deliverable associated with a payment milestone until the DED has been approved in writing by the TWC IT Contract Manager and the Awarded Vendor.
* Should the Awarded Vendor perform work on any contract deliverable prior to DED approval, TWC will not be responsible for, nor pay any associated costs the Awarded Vendor may incur.
* The Awarded Vendor must specify and gain prior approval in writing for any software used for the Deliverable.
* As each Project deliverable is submitted, the Awarded Vendor must include a copy of the DED as the cover sheet.

### 2.2.1 Required Deliverable 1: Project Planning and Setup

The Project Planning and Setup deliverable completes initial planning and setup tasks for the Project. TWC has already initiated many of the Project Planning and Setup tasks for this Project; therefore, much of this deliverable consists of reviewing and updating existing plans.

Activities include:

* Plan and conduct a Project kick-off meeting at location and time selected by TWC to introduce Awarded Vendor and TWC staff and provide a common understanding of the Project Scope and approach with TWC stakeholders. Awarded Vendor will provide draft materials to the TWC IT Project Manager for approval a minimum of five (5) business days prior to the meeting.
* Review existing TWC lessons learned and set up the process for collecting lessons learned in each phase.

Work products include:

* Kick-off Meeting, Presentation, and Minutes:
	+ The Awarded Vendor will conduct a kick-off meeting at location and time selected by TWC to introduce Awarded Vendor and TWC staff and provide a common understanding of the Project scope and approach with TWC stakeholders.
	+ The IT Project Manager and Program Project Manager will approve agenda and materials before the meeting. The Awarded Vendor will create and distribute meeting minutes to all TWC stakeholders.
* Updated WIT Replacement Project Plan, Staffing Plan, and Schedule:
	+ Based upon the Negotiated Best and Final Offer (BAFO), the Awarded Vendor will review and update the Texas Project Delivery Framework (TPDF) Project Plan already completed by TWC. This Framework Project Plan describes the Project and how it will be managed; it does not include an estimated timeline. The plan includes five (5) appendices (Quality Register, Communication Plan, Configuration Register, Performance Register and Project Risk Matrix) and a Project Glossary. The Awarded Vendor will review the existing TWC Project Plan and make any necessary updates (e.g., Project Work Breakdown Structure, staffing plan, and Project Schedule). Detailed information about the TPDF is located on the Department of Information Resources’ (DIR) website (<http://www2.dir.texas.gov/management/projectdelivery/projectframework/Pages/Framework.aspx>).
	+ The Awarded Vendor will develop the Project Schedule in collaboration with TWC, and the timeline will depend on the proposed solution and delivery methodology. The Project Schedule includes all tasks, deliverables, dependencies and resource requirements (IT, business and Data Center Services (DCS)) to complete the Project.
	+ The Awarded Vendor will maintain the Project Schedule in Microsoft Project and must publish the schedule in PDF format at intervals agreed upon by the Project Team. Most TWC Project Team members will not have Microsoft Project licenses.
* Knowledge Transfer Plan, to include the scope and format of the knowledge transfer and associated training; roles and responsibilities; participants and scheduling considerations; materials required; training environment and preparation requirements. The Awarded Vendor will include the involvement of TWC staff throughout the Project to promote knowledge transfer and a formal system knowledge transfer to the production support staff during the Project Closeout.
* Licensing Plan, to include the complete list and quantity of licenses needed if the solution requires any software not specified in the RFO for the target environment. The Awarded Vendor will develop the Licensing Plan with TWC’s IT Infrastructure Services (IT IS) department, only if the solution requires any software not listed in the RFO for the target environment.

| **No.** | **Deliverable 1 Artifact** |
| --- | --- |
| 1A | Kick-off Meeting, Presentation, and Minutes  |
| 1B | Updated WIT Replacement Project Plan, Staffing Plan, and Schedule |
| 1C | Knowledge Transfer Plan |
| 1D | Licensing Plan |

### 2.2.2 Required Deliverable 2: Labor Exchange Requirements and Initial Software Purchase or Subscription

The Awarded Vendor will perform the Solution Configuration/Customization Requirements documentation, design, configuration, development, data migration, interface, test, and implementation activities necessary to deliver the Labor Exchange solution that fulfills the business, technical and security requirements described in [Attachment 6](#_Attachment_7_–) – Labor Exchange Requirements and Response Sheet.

The Offeror’s Response will detail the commercially available hosted solution to be supplied, Use Cases that address requirements described in [Attachment 6](#_Attachment_7_–), the specific hardware configurations required to support the solution, and any other software needed to support the solution. Include any hardware or software that would need to be supplied directly to TWC by the Awarded Vendor. Itemize the costs of such hardware or software. Awarded Vendor agrees that in the event that additional licenses or software products not included in the signed contract and are required to satisfy such requirements, Awarded Vendor must be responsible for the costs of any and all such additional software licenses. However, TWC will retain the right to ownership of any such licenses.

The Offeror will detail the provisions of the initial software purchase or subscription, including the user licensing model(s) being offered, such as: concurrent users, named users, unlimited users, or a hybrid model. This initial software purchase or subscription is to cover the period from Go Live through the end of the Warranty Period.

The Offeror will detail the cost of their solution’s base configuration that meets TWC’s requirements as well as any additional functionality or customizations for TWC to consider adding to the base configuration at the sole discretion of TWC.

Activities, Work products, and Acceptance Criteria for this deliverable are included in [Required Deliverable 9](#_Required_Deliverable_9:).

Costs are to be submitted separately as defined in Section 10.2, Submission Detail.

### 2.2.3 Required Deliverable 3: Solution Configuration/Customization Requirements

The Awarded Vendor will be responsible for the specification and documentation of all requirements necessary to configure/customize and host the solution for TWC. Documentation will include, but is not limited to, collecting and documenting those requirements and Use Cases necessary for: configuring/customizing of the solution to meet TWC’s requirements; establishing Workflows and business rules; enabling management and ad hoc reporting; and meeting all pertinent federal and State statutes and regulations.

Creation and maintenance of these requirements in the Hewlett Packard (HP) Application Lifecycle Management (ALM) toolset is preferred.

Activities include:

* Identify and schedule workshops.
* Develop workshop agendas.
* Facilitate workshops with users and document results.

Work products include:

* Solution Configuration Workshop schedule and agendas, to include the schedule of workshops, agendas, and attendees for each workshop.
* Solution Configuration and Customization Document, to include documentation of all configurations, recommended modifications/customizations and a Requirements Traceability Matrix.

| **No.** | **Deliverable 3 Artifact** |
| --- | --- |
| 3A | Solution Configuration Workshop schedule and agendas |
| 3B | Solution Configuration and Customization Document |

### 2.2.4 Required Deliverable 4: Data Migration Plan and Detailed Design

The Awarded Vendor will collaborate with TWC Subject Matter Experts (SMEs) to gather inputs for and provide the following documentation.

* Data Migration Strategy and Plan specifying data requirements and mappings; data cleansing and removing duplicates; Extract, Transform, Load (ETL) approach and sequencing of data loads; default data values; and testing plan, controls, and reporting. The Awarded Vendor will migrate all non-archived, non-purged Labor Exchange data in WIT at the time of migration. TWC will perform the extract from TWC data repositories and Awarded Vendor will transform and load extracted data into their solution. See Section 1.4, Current Statistics, for more details.
* Detailed Design documentation at a minimum will include:
	+ Data Dictionary;
	+ Data conversion and migration;
	+ Data validation.

Activities include:

* Identify and schedule workshops.
* Develop workshop agendas.
* Facilitate workshops with users and document results.

Work products include:

* Data Migration Workshop schedule and agendas, to include the schedule of workshops, agendas, and attendees for each workshop.
* Data Migration Strategy and Plan, to include approach; schedule with all tasks, deliverables, dependencies and resource requirements; and identified risks, issues and mitigation strategies.
* Data Migration Detailed Design documentation, to document the approach, data dictionary, and detailed specifications for converting and migrating data from TWC legacy systems to the new solution. Documentation will address complying with TWC record retention requirements; improving data quality; recommended default values for data elements not found in TWC’s legacy databases; and eliminating redundant information. The approach and resource requirements to verify/validate migrated data also is to be addressed.

| **No.** | **Deliverable 4 Artifact** |
| --- | --- |
| 4A | Data Migration Workshop schedule and agendas |
| 4B | Data Migration Strategy and Plan |
| 4C | Data Migration Detailed Design documentation |

### 2.2.5 Required Deliverable 5: Interface Specifications and Detailed Design

The Awarded Vendor must provide interfaces with their solution as needed using industry standards such as Standard Object Access Protocol (SOAP) or Representational State Transfer (REST) web services. These services will be secured for usage based on the logged in user’s security using OpenID or some other compatible token-based open ID system acceptable to both parties. Only registered users of the external interfaces will be allowed to access the Application Programming Interface (API) methods.

The Awarded Vendor will collaborate with TWC SMEs to gather inputs for and provide the following documentation:

* Interface Control Document that details the interface architecture, technical specifications, and the plan for developing, testing and implementing all new and replacement interfaces. The document also will include the approach for coordinating with stakeholders internal and external to TWC; interfacing and viewing data transmitted to and from the hosted solution; technologies required from the TWC; Awarded Vendor and TWC roles and responsibilities; and implementing and testing the interfaces.
* Detailed Design documentation at a minimum will include:
	+ APIs;
	+ Interfaces;
	+ Configurations.

Activities include:

* Identify and schedule workshops.
* Develop workshop agendas.
* Facilitate workshops with users and document results.

Work products include:

* Interface Specifications Workshop schedule and agendas, to include the schedule of workshops, agendas, and attendees for each workshop.
* Interface Control Document, to include interface architecture drawings /diagrams, technical specifications, tables, and textual information necessary to specify the interfaces between the legacy system(s) and the new solution; technologies required from TWC; interfaces implementation plan; Awarded Vendor and TWC roles and responsibilities; approaches for coordinating with stakeholders, interfacing and viewing transmitted data, and the testing and implementing of all interfaces.
* Interface Specifications Detailed Design documentation, to include detailed design specifications that address the replacement or modification of all interfaces required to enable a seamless transition to the new solution.

| **No.** | **Deliverable 5 Artifact** |
| --- | --- |
| 5A | Interface Specifications Workshop schedule and agendas |
| 5B | Interface Control Document |
| 5C | Interface Specifications Detailed Design documentation |

### 2.2.6 Required Deliverable 6: Implementation Planning

Implementation planning defines how the components or system will be deployed to each environment while minimizing any negative impact to TWC customers, TWS staff, and business processes.

The Awarded Vendor will provide an Implementation Plan to TWC for review and approval. The Implementation Plan deliverable must include all planning for deploying the new system in test, training and production environments. The Implementation Plan must identify the delivery methodology (e.g., iterative, incremental, waterfall, etc.) and include prototyping for staff and stakeholder representatives (both central office and remote) as identified by TWC.

There is a standard release cycle for TWC Workforce applications. Labor Exchange releases will need to be planned, scheduled and approved in advance to avoid negative impact to other, tightly coupled Workforce Systems. The Project Team will determine when the components will be released into production. There may be multiple deployments during the Project. Awarded Vendor has responsibility for executing production releases after communicating, coordinating, and receiving TWC program and IT management approval in advance of implementations.

Activities include:

* Conduct implementation planning meetings to confirm tasks, responsible parties and timelines.
* Prepare an Implementation Plan.
* Provide a detailed plan of all technical, training, staffing, and communication tasks required for successful implementation.
* Define the steps to back out the new system, recover the previous version of the system, and release the recovered system in the event of an unsuccessful implementation.
* Monitor the status of implementation tasks and update the Implementation Checklist as required.

Work products include:

* Implementation Plan with a detailed strategy for executing Implementation to include scope; scheduling considerations; coordination activities; staffing; data migration and preparation process; configuration; interfaces cutover; training; communications; implementation environment requirements and preparation; release and deployment plan, processes and procedures; and support for Go Live required for a successful implementation.
* Implementation Checklist, to include a detailed list of all Implementation Plan and associated activities required for each stage of implementation (e.g., execution strategy, scope, scheduling considerations, coordination requirements & support staff, data preparation/process and implementation environment requirements/changes, dependencies, responsible parties, and dates required).
* Back out and Recovery Checklist, to include all steps to back out the new solution and restore legacy system services in the event of an unsuccessful implementation.

| **No.** | **Deliverable 6 Artifact** |
| --- | --- |
| 6A | Implementation Plan  |
| 6B | Implementation Checklist |
| 6C | Back out and Recovery Checklist |

### 2.2.7 Required Deliverable 7: Configuration, Development, and Technical Acceptance Testing

The Awarded Vendor will implement the software configuration, customization and development activities necessary to implement the Labor Exchange solution that meets TWC’s requirements. The resulting solution will enable Technical Acceptance Testing. The Awarded Vendor will plan, develop, and execute technical test scripts and perform Technical Acceptance Testing on the solution.

Activities include:

* Complete the configuration, customization and development activities necessary to implement the Labor Exchange solution that meets TWC’s requirements.
* Perform prototype(s) with staff and stakeholder representatives (both central office and remote) as appropriate.
* Document a Technical Test Plan that addresses solution configuration, data conversion and migration; interfaces and data exchange; reporting; accessibility; regression and system integration testing; prototyping; performance testing; and security scans. The Technical Test Plan will include a Technical Acceptance Testing Checklist containing all necessary activities to perform Technical Acceptance Testing on the solution.
* Plan, develop, and execute Technical Acceptance Testing on the solution, making adjustments as needed, until successful completion of all Technical Acceptance activities and Technical Acceptance Testing Checklist items. The solution is ready for User Acceptance Testing (UAT) after successfully completing all items on the Technical Acceptance Testing Checklist and TWC approval.

Work products include:

* Technical Test Plan, to include the plan for building test environments and setting up reusable test data for integration, performance, user acceptance, and accessibility testing; a testing, tracking, and reporting process; a Technical Acceptance Testing Checklist with all activities necessary to test the solution’s configurations/ customizations, data migration, interfaces, system integration, and end-to-end functionality; and a procedure for correcting defects.
* Completed Configuration, Development, Testing and Implementation of interfaces, Data Migration, and Technical Acceptance as documented in Technical Acceptance Testing Checklist:
	+ Documents completion of configuration, customization, development and testing activities necessary to implement the Labor Exchange solution which will meet TWC’s requirements. This is to include defining all error, information and confirmation messages specific to TWC and reporting results from all technical testing and prototype(s) that are a prerequisite to UAT.
	+ The Awarded Vendor is required to successfully complete of all Technical Acceptance activities and Technical Acceptance Testing Checklist items.

| **No.** | **Deliverable 7 Artifact** |
| --- | --- |
| 7A | Technical Test Plan |
| 7B | Completed Configuration, Development, Testing and Implementation of interfaces, Data Migration, and Technical Acceptance as documented in Technical Acceptance Testing Checklist |

### 2.2.8 Required Deliverable 8: Training

The Awarded Vendor will perform activities necessary for knowledge transfer so that TWC is self-sufficient in order to operate and maintain the solution.

Activities include:

* Implement a Training environment that hosts the version of the solution that will be implemented in production for TWC. This environment will be available statewide and allow for a maximum of three hundred and fifty (350) concurrent users. In addition, it will:
	+ Be customizable for each LWDB to have their own training data, records and administration;
	+ Provide for unique training data, records and administration for instructors (both LWDBs and TWC training staff);
	+ Enable instructors to create historical or backdated cases for training scenarios;
	+ Provide an automatic refresh for selected records (as specified by TWC training staff) on a scheduled (e.g., weekly) basis and on demand;
	+ Provide instructors the capability to troubleshoot and reset customer records real-time;
	+ Real-time support for training environments during work hours (Monday through Friday from 7 AM to 6 PM Central).
* Create a Training Plan describing the training materials, resource plan, and timeline in support of the State-wide rollout of the solution to TWS staff. This plan will include a Train-the-Trainer approach that leverages the existing TWC Workforce Training staff (WIT: 2 Full-Time Equivalents (FTEs)) for the solution’s implementation. The plan must identify any Awarded Vendor staffing resources that would be needed to supplement the TWC Workforce Training staff.
* Create Training materials including:
	+ Instructor Guide
	+ Labor Exchange User Guide for the Public
	+ Labor Exchange User Guide for Employers
	+ Solution User Guide for staff working at TWS
	+ All training materials are to be compliant with federal and State Accessibility requirements, as defined in [Section 6.9](#_6.89_Electronic_Information), and utilize print and digital formats (all training material are to be delivered in electronic format, MS Word is preferred). TWC retains the right to edit and/or customize the training materials for use by TWC and its stakeholders.
* Design and document Training Courses to include hands-on exercises conducted in the Training Environment.
* Document a System Configuration Training Plan, materials and knowledge transfer sessions for TWC staff who will be engaged in configuring the solution.
* Document a Technical Support Training Plan, materials and knowledge transfer sessions for TWC IT staff who will be engaged in solution support activities.
* Conduct of Train-the-Trainer training; Conduct System Configuration training; and Conduct Technical Support training

Work products include:

* Training Plan, to include approach; schedule with all tasks, deliverables, dependencies and resource requirements; identified risks, issues and mitigation strategies.
* Training Materials, to include documentation and knowledge transfer necessary for instructors, labor exchange solution users, and staff to be self-sufficient.
* Training Courses, describes training courses necessary for instructors, labor exchange solution users, and staff to be self-sufficient.
* System Configuration Training Plan, to include approach; schedule with all tasks, deliverables, dependencies and resource requirements; identified risks, issues and mitigation strategies.
* Technical Support Training Plan, to include approach; schedule with all tasks, deliverables, dependencies and resource requirements; identified risks, issues and mitigation strategies.

| **No.** | **Deliverable 8 Artifact** |
| --- | --- |
| 8A | Training Plan |
| 8B | Training Materials |
| 8C | Training Courses  |
| 8D | System Configuration Training Plan |
| 8E | Technical Support Training Plan |
| 8F | Train-the-Trainer, System Configuration, and Technical Support Training |

### 2.2.9 Required Deliverable 9: System Implementation, Acceptance, Go Live and Warranty

The Awarded Vendor will provide support for UAT and, subsequent to acceptance by TWC, will fully implement the solution’s system configurations, customizations, data conversion and migration, interfaces; Test, Training, and Production environments in accordance with the Implementation Plan and Checklist.

Activities include:

* Prepare the Test environment prior to UAT including test data.
* Conduct solution training for UAT Testers.
* Furnish UAT test scripts already available that can be modified by TWC (delivered in electronic format).
* Provide on-site support during TWC’s UAT. TWC is expecting that testing will occur in two (2) rounds. The first round will be used to identify errors and the second round will be used to validate that all errors have been fixed.
* Provide a Disaster Recovery (DR) and Business Continuity Plan (DRBCP) at least thirty (30) business days prior to solution implementation.
* Prepare the Production environment.
* Conduct activities identified in the Implementation Plan and Checklist as documented in Implementation Checklist.
* Provide a System Readiness Certification document with accompanying test results to TWC certifying that the following criteria have been met by the solution:
	+ Solution meets all functional requirements;
	+ Solution meets all technical requirements;
	+ Solution has passed the Technical Test Plan with no known major errors or system defects;
	+ Successful execution of the test script(s) for the current test phase;
	+ No open critical, major, or average severity system defects unless the issue is determined to be low impact and low risk; and
	+ Stability of Solution in the test environment.
* Participate in Go/No-Go Meeting.
* Provide post-Go Live Support for a Warranty period of one hundred and eighty (180) calendar days.

Work products include:

* Completed Implementation Plan and Checklist as documented in Implementation Checklist, requires the Awarded Vendor to successfully complete of all Implementation Plan activities and Implementation Checklist items.
* Solution DRBCP, describes how operations will keep functioning after a disruptive event until normal facilities and capabilities are restored.
* System Readiness Certification document, certifies that the solution meets all functional and technical requirements; solution has passed all tests with no known open critical, major, or average severity defects unless the issue is determined to be low impact and low risk; solution is stable in the test environment and data has been migrated and loaded to the new solution.
* Labor Exchange Initial Software Purchase or Subscription, requires the Awarded Vendor to demonstrate that the Labor Exchange solution is fully operational for two (2) weeks with no critical severity defects.
* Support services and monthly Metrics Reporting throughout the Warranty period as specified by the TWC IT Contract Manager.

| **No.** | **Deliverable 9 Artifact** |
| --- | --- |
| 9A | Completed Implementation Plan and Checklist as documented in Implementation Checklist |
| 9B | Solution DRBCP |
| 9C | System Readiness Certification document |
| 9D | Labor Exchange Initial Software Purchase or Subscription |
| 9E | Support services and monthly Metrics Reporting throughout the Warranty period  |

### 2.2.10 Required Deliverable 10: Additional Implementation Support

The Additional Implementation Support deliverable provides discretionary funding for additional Project activities or revisions necessitated due to unanticipated mandates and/or other changes essential to solution delivery. These Implementation Support hours will be available for use at TWC’s discretion for additional work related to the contracted deliverables. The Additional Implementation Support deliverable price will be set for two thousand (2,000) hours.

Expenditure of these funds will be managed through the TWC IT Project Management Office (PMO) Change Control process which requires Change Request(s) to be approved by the Project Steering Committee and Sponsors.

Activities include:

* Additional work as defined by approved Change Requests and their associated Change Orders.

Work products include:

* New or updated work products as defined by approved Change Requests; work products and tasks as assigned by the TWC IT Project Manager; and review and approval of the work products by the TWC IT Contract Manager.

| **No.** | **Deliverable 10 Artifact** |
| --- | --- |
| 10A | New or updated work products as defined by approved Change Requests. |

### 2.2.11 Required Deliverable 11: Annual Software Maintenance and Support Subscription

The Offeror will define the services included in annual software licensing and support and any additional annual cost outside the initial purchase or subscription model defined in [Required Deliverable 2](#_Required_Deliverable_2:): Labor Exchange Requirements and Initial Software Purchase or Subscription. Any costs for recurring annual support and/or software licensing must be fixed from the date of Go Live and guaranteed not to increase for the first four (4) years of the contract, and the annual price will be listed in [Section 12.1](#_12.1_Pricing_for), Pricing for Required Deliverables.

Post-Project support and services will include:

* The Awarded Vendor’s hosting and DR facilities must remain located in the United States throughout the term of the Contract.
* Annual subscription, maintenance and support for all environments (Test; Training; and Production) including discount for paying annual maintenance in advance.
* Upgrades, releases and patches.
* Change Management activities
	+ Release packaging and coordination (calendar; frequency; content prioritization; functional, regression, performance and release testing; communications)
	+ Release Process and Procedures
	+ Minimum / Maximum number and types of releases
	+ Release coordination, communications and Release Notes
* Updates to all System (requirements, detailed design, security, operations, etc.) documentation to reflect any changes that have occurred during the Warranty and/or Annual Software Maintenance and Support period(s).
* Updates to Training materials prior to each major release.
* Training environment capabilities required for post-Project remain the same as specified above for Required Deliverable 8 Training with the exception that the maximum number of concurrent users will be two hundred (200).
* The Awarded Vendor will provide at least one (1) full-time staff member, onsite required, to function as a Product Analyst. Responsibilities will include functioning as a Subject Matter Expert (SME) for TWC staff and serving as a Liaison between the Awarded Vendor and TWC. Activities include:
	+ Facilitate requirements documentation for future solution enhancements.
	+ Explain and clarify future Awarded Vendor releases.
	+ Assist with issue and/or defect reporting and resolution as appropriate.
	+ Other solution related activities as directed by the TWC IT Project Manager.
* The Awarded Vendor will submit a Monthly Operations Status Report due no later than the fifth (5th) calendar day after the end of the month to include a summary of uptime and unplanned outage activities, accomplishments, planned downtime and future activities, and issues.

| **No.** | **Deliverable 11 Artifact** |
| --- | --- |
| 11A | Annual Software Maintenance and Support Subscription |

## 2.3 Optional Project Deliverable

Offerors may, if desired, submit an offer for the Optional Project Deliverable described in this section. TWC will conduct the evaluation of all responses based on the Required Deliverables alone. Offerors will not be penalized for not submitting an offer for the Optional Deliverable. Once TWC selects one (1) Offeror with whom to enter negotiations, TWC will determine whether to award the Optional Deliverable (if Offeror included a proposal for that item) based on the total price of the offer, proposed price for that deliverable, Offeror’s qualifications related to that deliverable, and TWC’s available funding.

Following the deliverable below, provide a response in which you:

* Either state that you accept all activities and work product or describe any changes you propose. If you propose changes, map your proposed changes to the activities and work product in the RFO.
* Describe the approach you propose to use to develop the deliverable, including your understanding of the deliverable and how you plan to achieve success.
* Do not repeat the information provided in the RFO.

### 2.3.1 Optional Deliverable 1: Automated Testing Solution

The Awarded Vendor will establish an Automated Testing environment for executing Regression Tests, Accessibility Tests, and Performance Tests on all solution components. The Awarded Vendor will provide documented instructions and conduct knowledge transfer sessions with TWC staff that will use the system to perform testing post-Go Live.

Activities include:

* Establish an Automated Testing environment including test data.
* Recommend an automated testing tool. TWC prefers that the tool be open source (e.g., Selenium).
* Jointly develop and execute automated test suites with TWC. The Awarded Vendor will manage the entire effort.
* Provide documentation for Automated Testing solution including usage of the Test system and its environment(s); creating and maintaining test scenarios and scripts; logging, comparing, and exporting test results; and coordinating testing with Awarded Vendor support staff
* Conduct knowledge transfer sessions with TWC staff.

Work product includes:

* Automated Testing Environment Documentation for Labor Exchange solution, to include developing and executing automated testing for the Labor Exchange solution; training plan for TWC staff on automated test suite; and documentation on running, maintaining and creating new automated tests.

| **No.** | **Optional Deliverable 1 Artifact** |
| --- | --- |
| OD1A | Automated Testing Environment Documentation for Labor Exchange solution. |

## 2.4 Deliverable Schedule

The WorkInTexas (WIT) Replacement project is expected to be conducted and completed during State Fiscal Year (FY) 18 through FY19. Therefore, Major Milestones for the Labor Exchange solution include: All Design documentation completed and approved by TWC not later than July 31, 2018; All testing successfully completed not later than June 14, 2019; and System Implementation completed and Production Go Live not later than July 15, 2019.

Offeror must provide estimated milestone dates for Required Deliverables in the table below in addition to the proposed Work Breakdown Structure (WBS) and/or detailed Project Schedule.

| **Deliverable Number** | **Deliverable** **Name** | **Estimated Completion Date** |
| --- | --- | --- |
| 1 | Project Planning and Setup |  |
|  1A | Kick-off Meeting, Presentation, and Minutes |  |
|  1B | Updated WIT Replacement Project Plan, Staffing Plan, and Schedule |  |
|  1C | Knowledge Transfer Plan |  |
|  1D | Licensing Plan |  |
| 2 | Labor Exchange Requirements and Initial Software Purchase or Subscription (See Deliverable 9D) |  |
| 3 | Solution Configuration/Customization Requirements |  |
|  3A | Solution Configuration Workshop schedule and agendas |  |
|  3B | Solution Configuration and Customization Document |  |
| 4 | Data Migration Plan and Detailed Design |  |
|  4A | Data Migration Workshop schedule and agendas |  |
|  4B | Data Migration Strategy and Plan |  |
|  4C | Data Migration Detailed Design documentation |  |
| 5 | Interface Specifications and Detailed Design |  |
|  5A | Interface Specifications Workshop schedule and agendas |  |
|  5B | Interface Control Document |  |
|  5C | Interface Specifications Detailed Design documentation |  |
| 6 | Implementation Planning |  |
|  6A | Implementation Plan |  |
|  6B | Implementation Checklist |  |
|  6C | Back out and Recovery Checklist |  |
| 7 | Configuration, Development, and Technical Acceptance Testing |  |
|  7A | Technical Test Plan |  |
|  7B | Completed Configuration, Development, Testing and Implementation of interfaces, Data Migration, and Technical Acceptance as documented in Technical Acceptance Testing Checklist |  |
| 8 | Training |  |
|  8A | Training Plan |  |
|  8B | Training Materials |  |
|  8C | Training Courses |  |
|  8D | System Configuration Training Plan |  |
|  8E | Technical Support Training Plan |  |
|  8F | Train-the-Trainer, System Configuration, and Technical Support Training |  |
| 9 | System Implementation, Acceptance, Go Live and Warranty |  |
|  9A | Completed Implementation Plan and Checklist as documented in Implementation Checklist |  |
|  9B | Solution DRBCP |  |
|  9C | System Readiness Certification document |  |
|  9D | Labor Exchange Initial Software Purchase or Subscription |  |
|  9E | Support services and monthly Metrics Report throughout the Warranty period  |  |
| 10 | Additional Implementation Support |  |
|  10A | New or updated work products as defined by Change Requests |  |
| 11 | Annual Software Maintenance and Support Subscription |  |
|  11A | Annual Software Maintenance and Support Subscription |  |

Offerors may, if desired, provide estimated milestone dates for Optional Deliverables in the table below followed by the proposed WBS and/or detailed Project Schedule.

| **Deliverable Number** | **Deliverable** **Name** | **Estimated Completion Date** |
| --- | --- | --- |
| OD1 | Automated Testing Solution (Optional) |  |
|  OD1A | Automated Testing Environment Documentation for Labor Exchange solution (Optional) |  |

## 2.5 Overall Project Approach

The Offeror must describe the overall process (i.e., used throughout the Project or for more than one (1) deliverable) proposed to satisfy the Project goals and objectives.

Do not repeat deliverable-specific approaches or project management practices described in other sections.

## 2.6 Project Assumptions

The Offeror must describe any business, economic, legal, programmatic, or practical assumptions that underlie the Offeror’s response to this RFO. The example assumption provided in the table below is for illustrative purposes only and should not be included in Offeror’s response. TWC reserves the right to accept or reject any assumptions. Offeror may add more rows as needed.

**All assumptions not expressly identified and incorporated into the contract resulting from this RFO will be deemed rejected by TWC.**

| **Item #** | **Reference(Section, Page, Paragraph)** | **Description** | **Rationale** |
| --- | --- | --- | --- |
| Example | 2.2.9 | Offeror assumes that implementation will not require site-specific implementation plans. | The solution is completely browser based. |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |

# Project Processes

## 3.1 Roles and Responsibilities

The Awarded Vendor is responsible for all deliverables. TWC staffing is provided only for requirements, subject matter expertise, collaboration, review, support, execution of UAT, and knowledge transfer purposes, unless otherwise agreed to in the Best and Final Offer (BAFO).

TWC is providing an IT Project Manager, a Program Manager, and an IT Contract Manager who will work as a team with the Awarded Vendor Project Manager.

The TWC IT Project Manager oversees the Awarded Vendor Project Manager for overall coordination on Project monitoring, status reporting, issue resolution, and implementation. The TWC IT Project Manager manages or oversees all aspects of the Project lifecycle, including budget tracking, invoice processing, project planning and tracking, issue resolution, risk management, and change management.

The TWC Program Manager represents the program/business areas, ensures proper customer and program input into design, and facilitates adequate staffing from the business and IT areas.

The TWC IT Contract Manager monitors Awarded Vendor performance; reviews deliverables to ensure specifications are met; and approves invoice(s) for payment as appropriate. The IT Contract Manager also identifies and resolves contract-related issues and approves all contract changes and amendments with inputs from the Project Steering Committee.

The Awarded Vendor Project Manager:

* Provides overall coordination for Awarded Vendor’s Project planning, tracking and monitoring, status reporting, issue resolution, risk management, and change management;
* Manages and staffs all phases of the Project, ensuring all contract requirements are met, all deliverables delivered within the promised price and timeline;
* Ensures overall quality, accuracy and value of all work products and deliverables;
* Facilitates adequate staffing from the Awarded Vendor;
* Ensures the Project deliverables meet all TWC requirements and standards; and
* Manages Awarded Vendor resources.

TWC will provide technical and business SMEs as required for the execution of the Project. The Offeror must describe their expectations of TWC staff participation in this Project, including types of expertise needed and approximate amount or percentage of time expected.

## 3.2 Project Management Practices

TWC has existing Project Management Practices and templates, including project planning and tracking, change control, issue resolution and risk management. The Project Team will discuss the Awarded Vendor’s practices and TWC’s practices and mutually agree in writing as to which practices apply and what tailoring is required. In this section, we ask you to describe your practices; however, the final practices will be agreed upon by the Project Team. If you propose using any proprietary or hosted tools to support any of these practices, include a description of how TWC will be able to access the information and how TWC can retain the information after the Project is complete.

### 3.2.1 Project Planning and Tracking

The Offeror must describe their Project Management process, including Project planning and tracking. The Offeror also is to describe how the solution can be implemented to allow for incremental deliveries and successes.

### 3.2.2 Change Control

The Offeror must describe their Change Control process.

### 3.2.3 Issue Resolution

The Offeror must describe their Issue Resolution process.

### 3.2.4 Risk Management

The Offeror must describe their Risk Management process.

## 3.3 Project Risks, Assumptions and Constraints

### 3.3.1 Risks

Project Risks include:

* Legislation or other regulatory action could require changes in the business requirements after this RFO is posted and/or the Project has begun.
* The possibility of future State and federal legislation could limit the availability of staff (business area and IT) as they may be diverted to implement mandates with short deadlines for other systems.
* Staff with Project knowledge may leave the agency or team.

### 3.3.2 Assumptions

Assumptions related to the Project and procurement are as follows:

* Funding will be approved during the 85th Legislative Session.
* The Commissioners, the Executive Team and the designated representatives from each business area will fully support this initiative.
* SMEs will be available to provide input on business requirements and validate information documented in Project deliverables based upon the Project Schedule proposed by Awarded Vendor and approved by TWC.
* Awarded Vendor staff will work with TWS staff to document requirements impacting solution configuration early in the Project.
* TWC will continue to use the current WIT system until all design, testing, implementation and acceptance activities are completed successfully.

### 3.3.3 Constraints

Project Constraints include the following:

* Any selected cloud services provider must meet the FedRAMP requirements and be authorized before TWC data is hosted.
* This Project is limited by the allocated budget.
* The business areas providing SMEs will be required to maintain an excellent level of customer service which could limit the availability of staff during peak workload times.
* IT staff will support a continuing need for consistent system availability during all phases of the Project which could limit the availability of technical staff.

## 3.4 Deliverable Submission and Review

The Awarded Vendor must provide early samples of deliverables in draft form to the TWC IT Project Manager and the Program Manager for feedback and redirection before the entire deliverable is produced. The deliverable must be submitted in a format approved by the TWC IT Project Manager and the Awarded Vendor must complete quality assurance reviews and any required remediation before delivery to TWC.

* If the deliverable cannot be provided within the scheduled time frame, the Awarded Vendor is required to email the TWC IT Project Manager and Program Manager with the reason for the delay and the proposed revised Project Schedule. The request for a revised schedule must include the impact on related tasks and the overall Project. A request for a revised schedule must be reviewed and approved by the TWC IT Project Manager before being placed in effect.
* TWC and the Awarded Vendor will agree on the deliverable review periods and reviewer roles and responsibilities before the deliverables are submitted for review. The Project Team and appropriate SMEs will review the draft and final deliverables. If requested by TWC, Awarded Vendor must provide a walk-through of the deliverable before the review begins to facilitate TWC review.
* TWC may require up to ten (10) business days to review deliverables, depending upon the complexity. TWC will conduct detailed deliverable reviews to attempt to identify all needed corrections; however, TWC will require more rounds of review/revision if the first review resulted in new information being added, because that new information may require revision.
* Review and revision times may be shortened by conducting deliverable review meetings after the Project Team reviewers have completed their independent reviews. The Awarded Vendor Project Manager and/or TWC IT Project Manager will schedule Project Team review meetings. The time lapse between providing the deliverable and the review meeting will be agreed upon before the meeting is scheduled. Most updates will be done online in the review meeting. Any updates that must be done offline will be documented in a Review Comments spreadsheet, using an existing template.
* Once the deliverable is completed, a TWC analyst will conduct a quality review prior to the deliverable being submitted to the Project Team reviewers. The Awarded Vendor will send an email to the Project Team reviewers that specifies the review due date and provides links to the items to be reviewed, and will provide hard copies upon request. Hard copies may be produced on TWC equipment.

TWC and the Awarded Vendor must agree on corrective actions and revised timeframes for reviews of deliverables if significant quality issues are encountered during deliverable review. Repeated quality issues will be escalated according to Section 4.2, Escalation Path.

## 3.5 Deliverable Acceptance

Deliverable acceptance applies to both the early samples of deliverables in draft form required in Section 3.4 and all deliverables specified within the RFO. Deliverable acceptance will be achieved only when TWC approves the deliverable in writing or electronically in the TWC Project repository. Approval will occur during the review period if the TWC IT Contract Manager or designee does not request any changes or all requested changes are made and accepted by the TWC IT Contract Manager or designee during the review period. Approval will occur after the original review period if the TWC IT Contract Manager requests changes during the review period that are still in progress or in subsequent review at the end of the original review period.

Deliverable acceptance criteria include:

* Work conforms to the description and intent of all written agreements between the Awarded Vendor and TWC (e.g., BAFO, DEDs) unless all parties mutually agree in writing to modification.
* Deliverable meets all applicable TWC and Project standards, including but not limited to security, privacy and accessibility.
* Documents are structured and written to convey the information in a logical, comprehensible manner, using correct spelling and grammar.
* The deliverable includes a description of how it fits into the full Project life cycle.
* If part of the deliverable is an activity, the Required Deliverable describes the process and the outcomes for that activity (e.g., conducting group input sessions).
* All work products are stored on the TWC Local Area Network (LAN) or SharePoint site.
* TWC will retain all ownership of final work products and working documents after the deliverable is complete. TWC will also maintain ownership of any incomplete work products if there is a termination according to the terms and conditions (see [Attachment 1](#_Attachment_1_–) - Texas Workforce Commission - Terms & Conditions)
* All deliverables and other work products related to each Project phase, including research, notes, and important emails that are not included in the final deliverables, are stored in the Project directory or SharePoint site.
* Any confidential Project documents or information are stored in a secure, limited access directory on the TWC share drive.
* Deliverables will be produced using agreed upon document templates; are tailored with the Project name and/or logo; and includes the saved date/time and filename and path in the document footer. Documents and recommendations received are subject to Project Team and stakeholder review and approval.

## 3.6 Invoices

The Awarded Vendor may invoice TWC for a deliverable only after TWC has formally accepted the deliverable in writing. TWC documents deliverable approval through the use of Microsoft Outlook voting buttons and approval must be received from all documented signatories or their designees.

Invoices must be submitted to TWC at theaddress indicated on the Purchase Order (PO). The TWC Accounting Department requires copies of invoices for their files. The Awarded Vendor may also submit invoices electronically via email to appo@twc.state.tx.us. The Awarded Vendor should submit an electronic copy to the TWC IT Contract Manager and the Program Manager.

Invoices mustinclude the following:

* Show TWC as the Receiving Agency.
* Name and address of the Awarded Vendor, which must be identical to the information stated on the PO.
* The TWC PO number and PO date.
* Deliverable number and name/description.

Payments will be made in accordance with [Attachment 1](#_Attachment_1_–) - Texas Workforce Commission - Terms & Conditions, Section 8, Payment.

## 3.7 Reports and Meetings

The Awarded Vendor is required to provide weekly written Project Status Reports for this Project to the TWC IT Project Manager and the Program Manager by close of business the first business day of each week throughout the life of the Project, unless a different due date is mutually agreed upon in writing by the Awarded Vendor Project Manager, TWC IT Project Manager and Program Manager. The Awarded Vendor Project Status Reports will:

* Cover all work performed and completed during the week for which the Project Status Report is provided and present the work to be performed during the subsequent week.
* Include the percent complete for each deliverable and an updated Project Milestone table.
* Include any positive or negative events since the last report of which TWC Executive Management should be aware.
* Identify any problems (to include, but not limited to, preparation and/or acceptance of deliverables) encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.

The Awarded Vendor will be responsible for conducting weekly status meetings with the TWC IT Project Manager and the Program Manager and other TWC Project Team members at a mutually agreed upon day, time and location.

The Awarded Vendor will comply with and support TWC’s IT Investment Management process, which is a business-driven governance structure that prioritizes and oversees all investments in IT. The IT Investment Management process helps ensure the highest value functionality is developed and that those changes to the plans or scope during the Project do not affect the ultimate realization of the planned benefits. The Business Enterprise Strategic Technology (BEST) Team is responsible for ensuring that TWC’s IT initiatives and proposed projects help the organization achieve its strategic goals and objectives. Project Steering Committees are responsible for reviewing, prioritizing, and overseeing tactical and strategic IT initiatives across the organization, and monitoring the effective and cost-efficient application of information technologies, related personnel resources and funding.

This Project is under a Project Steering Committee’s direct oversight and monitoring. The TWC IT Project Manager submits an individual monthly Project Status Report, providing detail about the Project, a status summary, accomplishments, budget, timeline, issues, and Change Requests. The reports are submitted to the TWC PMO by saving them in the shared directory by close of business on the fifth business day of the month. PMO reviews for completeness, obtains corrections if needed, and updates the Project Portfolio List based on the reports.

The Project Steering Committee will oversee this Project’s Change Control. TWC considers a change to be any activity that alters the scope, deliverables, basic architecture, cost or schedule of the Project. All Change Requests are documented through the appropriate method(s) described below. Once a change is approved by the Project Steering Committee, all related tasks are incorporated into the master project schedule.

* Change Requests can be initiated at any level. The Project Team can initiate a Change Request for a desired scope change, additional funding or a longer timeline.
* The Project Steering Committee will review Change Requests and may approve the Change Request, consider alternatives, direct the Project Team to do more research, reject the Change Request and continue the Project, or reject the Change Request.
* Should a Change Request approved by the Project Steering Committee require a change to the contract, then the IT Contract Manager will work with the Awarded Vendor Project Manager to create and gain the TWC and Awarded Vendor approvals necessary.
* The resulting signed Change Order will be incorporated herein for all purposes. Affected work must not begin until the Change Order is signed. The Change Order must specify the acceptance requirements for invoicing the agreed upon price.

## 3.8 End of Contract Services

Both TWC and the Awarded Vendor agree that upon any termination of this Contract, a seamless and transparent transfer is in the best interest of TWC stakeholders.  TWC and the Awarded Vendor therefore agree to develop and implement a reasonable transition plan (the “Transition Plan”) designed to achieve an efficient transfer of responsibility to another entity, in a timely manner, and to cooperate fully throughout the post-termination period until such transition is complete.  TWC requires that the Awarded Vendor work in conjunction with TWC and any subsequent contractor to ensure a smooth transition at the end of any contract resulting from this solicitation.

At the end of this contract the Awarded Vendor must:

* Fully cooperate with any subsequent vendor.
* Provide a written plan that details disposition of TWC Data and hand-off of services.
* Agree to transfer the data in its custody to any subsequent Vendor, via secured means.
* Comply with audit verification that all data has been transferred that is necessary for record retention, access logging and investigation, confirming that no data is retained once the transfer is complete and receipt and usability have been confirmed.
* Certify TWC Data has been removed and sanitized from Awarded Vendor’s hosted solution.
* The Awarded Vendor must identify any TWC proprietary documentation and return it to the TWC IT Contract Manager. Any electronic copies of TWC proprietary information stored on Awarded Vendor equipment must be transferred back to TWC before being deleted. The format and the medium of transfer will be at the discretion of TWC.

TWC and the Awarded Vendor must develop a Transition Plan for the orderly, effective transition of data and operations at the termination of this Contract.  The Transition Plan will specify the tasks to be performed by the parties, the schedule for the performance of such tasks, and the respective responsibilities of the parties associated with the tasks.  The Transition Plan will be completed at a date agreed upon by TWC and the Awarded Vendor, but not later than six (6) months from the award of the Contract.

The written Transition Plan must include, at a minimum, the procedures and schedule under which:

* The Awarded Vendor’s and the TWC’s transition managers will meet to review the status of Transition Plan activities and to resolve any issues.
* Outside vendors will be notified of procedures to be followed during the transition.
* All TWC Data and information, documents, mail, instruments, and other relevant information are transferred to TWC, via secured means.
* Financial reconciliation of all funds.
* Any interim measures deemed necessary to ensure compliance with federal and state law and regulations are taken.
* Final approval of the Transition Plan resides with TWC.  The Awarded Vendor and TWC will revisit the plan during January of each year of the Contract.  The termination of services under this Contract, occurring for any reason, will be governed by and follow the approved Transition Plan.

The Awarded Vendor must cooperate with TWC to assist with the orderly transfer of the services, functions, and operation provided by the Awarded Vendor hereunder to another service provider.  Awarded Vendor personnel critical to the transfer efforts will be identified by the parties.  The Awarded Vendor will ensure the cooperation of its key employees during the transfer process.  The Awarded Vendor will provide full disclosure to TWC of all services required to perform services previously performed by the Awarded Vendor within thirty (30) calendar days of any TWC request for same.  The Awarded Vendor will exercise reasonable efforts to affect a transfer of license or assignment of agreement(s) for any Software or third-party services utilized by the Awarded Vendor to provide services to TWC.  The Awarded Vendor will ensure that TWC obtains appropriate access to third-party services, hardware, software, personnel, and facilities required to perform an orderly transition.

In the event, any Contract resulting from this RFO expires or is terminated for any reason before the end of the Contract period, the Awarded Vendor must extend the services hereunder for a period up to one hundred eighty (180) calendar days (time period is at sole discretion of TWC), or until such time as services of a new Contract is in effect and implemented, as determined by and at the sole discretion of TWC.  Following this Termination Assistance period the Awarded Vendor will answer questions from TWC on an “as needed” basis.  The Awarded Vendor will work with TWC and any other organization(s) designated by TWC to facilitate an orderly transition of services at the end of the Contract term.

# Performance Management

## 4.1 Firm Fixed Price

The Awarded Vendor must complete all requirements stated herein, including subsequent revisions and clarifications, for the firm fixed price listed on the pricing sheet within the time frame noted in the Project Plan for each deliverable. The fixed-deliverable price is for conducting the scope of work described in the RFO, and TWC will only consider Change Orders that increase cost for increases in that defined scope of work. TWC is greatly committed to this Project and will work with the Awarded Vendor to mitigate risk and resolve issues quickly.

**However, please note:**

* Conflicting information contained in the Exhibits, and, or Attachments relating to functional or technical requirements will be resolved in favor of TWC.
* A misunderstanding by the Awarded Vendor of the complexity or scope of the functional or technical requirements within the contract and all attachments and Exhibits will not result in cost increase for TWC.

## 4.2 Escalation Path

It can be expected in a large, complex engagement like this Project that issues will arise, a majority of which will be resolved within the Project Team. In the event of defective performance or failure to meet the agreed timeline, the Awarded Vendor must make every effort to immediately restore the contracted level of service. The remaining issues will need to be raised to a higher authority for timely resolution. The escalation path described below ensures that the next level of management is informed if an issue cannot be resolved at the lower level. The Offeror must provide the escalation path within the Offeror’s organization for issues that cannot be resolved at the Project Manager level.

The Awarded Vendor Project Manager will identify, document, evaluate, and either resolve or manage issues in order to prevent or mitigate threats to the success of the Project. The Awarded Vendor Project Manager will perform the following activities:

* Report issues that have or will occur to the TWC IT Project Manager, who will add them to the Project Issue Log and track them on a weekly basis until resolved
* Establish issue priorities with the TWC IT Project Manager
* Work with the TWC IT Project Manager to make assignments for resolution

In the event that the Project Team cannot resolve an issue, either the Awarded Vendor Project Manager or the TWC IT Project Manager may escalate the issue. Both parties must continue to carry out all their respective responsibilities while the issue is being resolved.

For issues that need to be escalated and resolved at a higher level, the following escalation procedure will be followed:

| **Level** | **Members** | **Escalation Process** |
| --- | --- | --- |
| Level 1 | Awarded Vendor Project Manager, TWC IT Project Manager, TWC Program Manager | The Level 1 members will have regular weekly meetings to discuss project status and issues. If Level 1 members are unable to resolve an issue, they may request that the issue be escalated to Level 2 for resolution. |
| Level 2 | Project Steering Committee, General Counsel, Internal Audit, and/or Procurement & Contract Services  | The Level 2 members will attempt to resolve the issue at this level. If the issue cannot be resolved, then Level 2 parties will determine the appropriate next escalation point for ultimate resolution of the issue. |

Issues that are escalated will also be included in the weekly Project Status Reports.

## 4.3 Corrective Action

TWC uses a Vendor Performance Improvement Log to document requested improvements and the results.

Awarded Vendor must provide a proposed corrective action plan to address quality issues with Awarded Vendor staff assigned to the Project. Awarded Vendor must describe the process for monitoring improvement and the actions to be taken, such as training, additional quality assurance reviews, or staff replacement if quality does not improve sufficiently.

TWC reserves the right to have a third-party vendor perform an Independent Verification and Validation (IV&V) assessment of this Project at TWC’s expense. If an IV&V is performed, TWC requires the Awarded Vendor of this Project to cooperate fully with the IV&V Vendor and implement required improvements.

# Customer/Vendor-Furnished Equipment and Work Space

The Awarded Vendor Project staff will be physically located in one (1) of TWC’s office buildings at or near 101 East 15th Street, Austin TX, as job duties require to ensure effective collaboration among TWC and Awarded Vendor Project Team members. The Awarded Vendor will ensure that appropriate staff are accessible to TWC within a reasonable time frame (e.g., two (2) business days for routine Project matters), whether on or off site.

TWC will provide work space, computer, printer, connectivity and any other basic equipment required for onsite Awarded Vendor staff to complete the deliverables. TWC will provide collocated Awarded Vendor Project staff with PCs with Microsoft Office (Outlook, Word, Excel, PowerPoint, Visio and Access). TWC may require a Licensing Plan that covers all TWC and vendor-owned software, using an existing TWC template, if there are software requirements beyond the basics mentioned above.

TWC must pre-approve any work to be performed off site or on Awarded Vendor equipment.

TWC will neither provide nor reimburse parking for Awarded Vendor staff.

TWC will not reimburse the Awarded Vendor for travel or expenses. Travel expenses must be included in the fixed-price deliverable costs.

**All work for the Project must be performed within the United States.**

# Additional TWC Requirements

## 6.1 Retainage

The Awarded Vendor will be paid eighty percent (80%) of each deliverable upon completion and acceptance by TWC. The final twenty percent (20%) of each deliverable will be retained until System Acceptance as specified in Section 6.2, System Acceptance.

## 6.2 System Acceptance

System Acceptance is the period of time for TWC to approve the system’s operation in a full production environment. System Acceptance will be achieved when the following conditions have been met:

* All awarded Required Deliverables and all awarded Optional Deliverables have been accepted and signed off by the TWC IT Contract Manager;
* All production releases have been completed and the system has been fully implemented (i.e., for all users) for a minimum of thirty (30) business days;
* The system is running in accordance with the approved detailed design documentation without material system defect. A material system defect is defined as functionality that does not conform to the approved detailed design documentation or does not meet established TWC performance standards. TWC will determine whether or not a material system defect exists.
* TWC will document System Acceptance in writing.
* Incremental production releases of component deliverables prior to the final production release will not require a System Acceptance period, but the Awarded Vendor must provide production support.
* All Training for TWS Staff is complete.

## 6.3 Warranty

The Awarded Vendor must provide a warranty period of at least one hundred and eighty (180) calendar days beginning the day after System Acceptance as defined above. The Warranty covers defects that TWC reports to the Awarded Vendor using the approved process on or before the Warranty Period End Date. Correction and testing of such defects may extend beyond the Warranty Period End Date as needed until acceptance. The Awarded Vendor and TWC will agree in writing on the Warranty process before the Warranty period begins, including but not limited to identification and reporting, correcting, testing and acceptance, production software release, warranty completion confirmation process, escalation paths, and warranty staff location, using an existing TWC template.

## 6.4 Term of Contract

The Contract will be effective from the date of Contract award for a period of two (2) years. TWC will have the option to renew the term of the Contract for eight (8) years in any combination of years or months for maintenance and support.

## 6.5 Software Escrow Agreement

The Awarded Vendor will furnish or escrow the source code and object code of all software developed and owned by the Awarded Vendor and licensed for use by the State of Texas under this Contract. Awarded Vendor must use a national escrow company. The State has the right to approve the escrow agreement. The source code must be escrowed before System Acceptance, and will remain in escrow for the term of the Contract. The Awarded Vendor will agree to maintain release upgrades in like manner. In the case of Awarded Vendor dissolution or cessation of support by the Awarded Vendor, all code held in escrow will become the property of the State of Texas. Any commercially available software not owned by the Awarded Vendor is excluded from this requirement.

## 6.6 Responsibility of Awarded Vendor

The Awarded Vendor is solely responsible for implementing the work in full compliance with all applicable laws, regulations, and all requirements within TWC’s RFO and Awarded Vendor’s proposal. Awarded Vendor is responsible for any work or materials required from any subcontractor. TWC will not directly contract with a subcontractor identified, or required, by the Awarded Vendor’s response to TWC’s RFO.

TWC reserves the right to work directly with the subcontractors under this contract if the Awarded Vendor has performance or contract issues that remain unresolved after appropriate escalation and corrective action.

## 6.7 Staff Changes

If Awarded Vendor must replace a named staff member before the Project begins or during any phase of the Project, Awarded Vendor must first obtain consent of TWC to do so and the replacement staff member must have qualifications and experience that equal or exceed the named staff member and be acceptable to TWC. TWC reserves the right to interview any proposed staff member, before or during the Project, and to request replacement of Awarded Vendor staff that are under-performing or lack the required skill sets. Awarded Vendor must provide prompt verification of the replacement staff member's qualifications. To replace any personnel, the Awarded Vendor must submit résumés of the proposed personnel along with their initial request as soon as the need for substitution is known but no longer than three (3) business days from the initial request. TWC will review and provide feedback within three (3) business days. The replacement must start work on the Project as soon as possible, but no longer than ten (10) business days from the initial request.

Awarded Vendor must ensure that they provide the level of staff agreed to in Section 9.1, Offeror Staff Capabilities, and swiftly correct any insufficient vendor staffing levels in order to avoid negative impact on the Project schedule. Awarded Vendor must update the staffing plan (staff numbers and/or skills) if staff levels are impacting the Project progress (i.e., not enough vendor staff to make timeline or quality).

## 6.8 Security Agreements, Background Checks, and Mandatory Training

Awarded Vendor Project staff must sign TWC security agreements. Pursuant to Section 2.23 of Texas Workforce Commission - Terms & Conditions, Awarded Vendor must submit criminal background checks on all personnel assigned to the services related to this Project and provide TWC with the information required for TWC to conduct a Criminal History Report Investigation.

Awarded Vendor Project staff must comply with TWC Mandatory Training requirements.

## 6.9 Electronic Information Resources Accessibility

All documents of any format (e.g., Word, Excel, PowerPoint, and PDF) delivered to TWC for Project deliverables, including early samples of deliverables in draft form, as well as systems developed or procured must meet all of the following EIR accessibility requirements:

* [Section 508 of the Rehabilitation Act (29 U.S.C. 794d) (https://section508.gov/)](https://section508.gov/)
* [Web Content Accessibility Guidelines (WCAG) 2.0](http://www.w3.org/TR/WCAG/) (<http://www.w3.org/TR/WCAG/>), conformance level AA
* [Title 1 Texas Administrative Code, Part 10, Chapter 206](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=206) ([http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac\_view=4&ti=1&pt=10&ch=206](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=206))
* [Title 1 Texas Administrative Code, Part 10, Chapter 213](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213) ([http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac\_view=4&ti=1&pt=10&ch=213](http://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=213))

Accessibility testing must include test planning, test execution and issue remediation with the following:

* Test with an automatic accessibility testing tool such as WAVE for the initial testing – resources are available at <http://webaim.org/resources/>.  Any issues listed by the testing tool as an error must be resolved.  Issues listed as warnings or alerts must be reviewed and resolved wherever applicable. TWC must approve any exceptions.
* Test to ensure that color contrast passes WCAG 2.0 AA standards – TWC uses WebAIM’s contrast checker at <http://webaim.org/resources/contrastchecker/> but there are other contrast checkers such as JuicyStudio.
* Test to ensure the system not only meets technical accessibility requirements, but is actually usable in a screen reader. TWC typically uses Job Access With Speech (JAWS) for the screen reader testing. When testing with a screen reader check that:
	+ All visible content is read out, including a descriptive page title.
	+ All active elements are operable from the keyboard.
	+ The page is properly structured to allow navigation of the content.
	+ There isn't any "junk" that is invisible to visual users, but can be heard by screen reader users.
* Test to ensure the system is actually usable with a screen magnifier or browser zoom. TWC typically uses the Magnifier built into Windows 7 for screen magnifier testing. When testing with a screen magnifier check for:
	+ Inconsistent layout that makes it harder to find things.
	+ Excessive space between elements that hinder users from finding content on different sides of the page.
	+ Images (especially of text) that look fuzzy when magnified.
	+ Test without a mouse.
	+ Test with scripting turned off.
	+ For browser-based systems, test in multiple browsers. Specific browsers and browser versions will be agreed upon by the Project Team during test planning.
	+ Manually verify required techniques that are not easily evaluated with an automatic tool, such as useful alternative text, timed responses, and page flicker.

The Offeror’s proposal must provide:

* Description of the Offeror’s plan to ensure compliance with these requirements for this Project.
* Description of the Offeror’s knowledge of and experience in creating accessible systems.
* Details about the accessibility of both tool output and tool usage for each proposed tool.
* Completed Voluntary Product Accessibility Template (VPAT) if the proposed Product does not meet the requirements and guidelines specified above. The VPAT is available at: <http://www.itic.org:8080/policy/accessibility/>.

# Bonding Requirements

## 7.1 Fidelity Bond

The Awarded Vendor must obtain and keep in force during the life of the Contract, a fidelity bond that indemnifies TWC against loss arising from a fraudulent or dishonest act, including unauthorized release of TWC Data, computer fraud, forgery or alterations, theft or disappearance and destruction on the part of the Awarded Vendor, its employees, officers, agents, and subcontractors holding positions of fiduciary trust. The Awarded Vendor must obtain a bond for the total amount of the contract value to be determined after Contract notice of award.

The bond must be executed by a corporate surety or sureties holding certificates of authority to do business in the State of Texas and acceptable to TWC. If a surety upon a bond is cancelled, reduced or otherwise amended, the Awarded Vendor must immediately notify TWC and provide a replacement bond adequate to cover the terms and conditions of this section.

The Awarded Vendor must be the Principal insured entity and TWC must be the assigned certificate holder as the Bond Obligee. A copy of the bond must be forwarded to:

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

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

## 7.2 Cyber Liability Insurance

The Awarded Vendor will be best positioned to control the manner and means of how the system is implemented and maintained. Therefore, the express intent of the parties is to hold the Awarded Vendor accountable for information security and privacy standards and practices of Awarded Vendor organization as they pertain to the solution implemented.

The Awarded Vendor must provide a certification within fifteen (15) business days of the Contract notice of award of Cyber Liability Insurance with limits of at least one hundred million dollars ($100,000,000) to be in full force and effect during the term of the Contract. The insurance must provide coverage for losses and expenses that could include, but are not limited to, notification costs, crisis management or data reconstruction resulting from a breach. Proof of the insurance coverage must be presented by providing a certificate of insurance to TWC. All coverage must be maintained in full force and effect during the term of the Contract. In the event that any coverage is canceled by the insurer for any reason, the Awarded Vendor must immediately notify TWC of such cancellation and must obtain replacement coverage and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

The Fidelity Bond and Cyber Liability Insurance coverage must not limit any liabilities or any other obligations that the Awarded Vendor has under the Contract.

# Liquidated Damages

## 8.1 TWC Expectations and Risk Management

TWC expects the Awarded Vendor to perform its responsibilities and tasks as specified in this RFO and any resulting Contract. This expectation is reasonable, within normally acceptable business practices, and in the best interests of TWC and its Customers. The Awarded Vendor must include in its offer an acknowledgement that TWC will be damaged if the Awarded Vendor fails to fulfill its obligations under the Contract.

TWC has chosen to address the majority of the Project risks related to Awarded Vendor performance through the assignment of liquidated damages. The liquidated damages described below represent the projected financial loss and expenditures that may occur as a result of Awarded Vendor’s non-performance, including financial loss as a result of Project delays.

If the Awarded Vendor does not fulfill its obligations under the RFO and any resulting Contract, TWC will be damaged. Establishing the precise amount or value of such damage would be difficult to quantify. The liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by TWC to establish a reasonable estimate of the damages that will be incurred by TWC in the circumstances described.

TWC will have the right to collect liquidated damages against the Awarded Vendor upon demand for payment. In addition, if at any time there are amounts payable to the Awarded Vendor under the Contract, TWC will have the right to deduct and/or withhold the amount of any liquidated damages assessed by TWC against the Awarded Vendor from the amounts payable to the Awarded Vendor.

TWC will notify the Awarded Vendor in writing, of any default specified herein, and such liquidated damages must be paid by the Awarded Vendor within thirty (30) calendar days of the TWC notice. Upon receipt of written notice, the Awarded Vendor will have ten (10) calendar days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered and a corrective action plan for bringing the operations within the standards specified. TWC will have the right to approve and make changes to the corrective action plan submitted by the Awarded Vendor. The corrective action plan must be implemented by the Awarded Vendor at no cost to and upon approval by the TWC IT Contract Manager. Liquidated damages will not be assessed during the specified cure period for the activity in question. The Awarded Vendor’s failure to pay the assessed liquidated damages within the designated time frame may be deemed by TWC as a breach of Contract.

TWC has identified certain instances of default or non-performance that, should they continue to occur over extended periods of time, will cause extreme financial losses to and hardship for TWC. Should the Awarded Vendor fail to complete the work within the agreed upon times or terms, TWC will assess and collect liquidated damages in the amounts set out below in subsections 8.1.1 through 8.1.2. However, if such conditions of default continue, TWC intends to pursue recovery of actual losses resulting from the Awarded Vendor’s failure to perform, and expressly reserves this right. TWC’s failure to assess liquidated or actual damages for any of the specific instances cited in no way modifies or waives TWC’s right to assess additional liquidated or actual damages relating to other similar occurrences in addition to the specific liquidated damages noted below in subsections 8.1.1 through 8.1.2.

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

### 8.1.1 Prior to Labor Exchange Solution Go Live for TWC

8.1.1.1 Failure to meet FedRAMP Authority requirements by twelve (12) months from Contract Award Date or to maintain that status thereafter will result in an assessment of $5,000 per calendar day. The cure period will be one (1) calendar day following the due date.

8.1.1.2 Failure of Awarded Vendor to submit deliverables as agreed to in the approved Project Schedule will result in an assessment of $1,000 per calendar day after the scheduled due date up to 100% of the deliverable amount. The cure period will be one (1) calendar day following the due date.

8.1.1.3 Failure of Awarded Vendor to successfully complete major implementation Milestones as identified in Section 2.4 will result in an assessment of $1,000 per calendar day. These include all Design documentation approved by TWC not later than July 31, 2018; all testing successfully completed not later than June 14, 2019; and System Implementation completed and Production Go Live not later than July 15, 2019. The cure period will be one (1) calendar day following the due date.

8.1.1.4 Deliverables that require corrections after the 2nd or subsequent TWC review will result in an assessment of $1,000 per calendar day for any required corrections after 2nd or subsequent TWC review. The cure period will be one (1) calendar day following the due date.

### 8.1.2 After Labor Exchange Solution Go Live for TWC

8.1.2.1 Failure to maintain FedRAMP Authority status achieved prior to Go Live will result in an assessment of $5,000 per calendar day. The cure period will be one (1) calendar day following the due date.

8.1.2.2 Unavailability of the solution to Texas job seekers and/or employers, outside the scheduled maintenance period, for more than twelve (12) hours, after a two (2) hour cure period will result in an assessment of $5,000 per calendar day.

8.1.2.3 Unavailability of the solution to TWC and partner staff, outside the normal maintenance period, for more than four (4) hours, after a two (2) hour cure period, will result in an assessment of $5,000 per calendar day.

8.1.2.4 Failure of the solution to provide the data needed for management and/or performance reporting requirements on a daily basis will result in an assessment of $1,000 per day following a one (1) calendar day cure period.

8.1.2.5 Failure to notify TWC both verbally and in writing immediately, but no later than twelve (12) chronological hours, if any TWC Data or any system user’s individual account information is known or suspected to have been breached will result in an assessment of two thousand dollars ($2,000) per day following a one (1) calendar day cure period.

# Offeror Capabilities

## 9.1 Offeror Staff Capabilities

Describe Offeror staff capabilities specific to this Project’s requirements. Include the following:

* Project organization chart for Offeror’s proposed staff.
* One (1) summary table, with a row for each proposed Project participant, including the following: Participant name, role or position in current employment, employer name (i.e., Offeror or subcontractor name), key function(s) in current role/position, years of experience for role/position, proposed role on this Project, percent of time to be dedicated to the Project, whether proposed to be onsite or remote, and years of experience with Labor Exchange systems and modernization efforts. TWC expects appropriate key staff to be dedicated to this Project.
* Résumé for the Offeror Project Manager and each Offeror staff resource to be assigned to the Project. Include on each résumé the name of the current employer and the length of time employed by current employer. Résumés may be provided in an attachment rather than in this section, if desired. Failure to provide résumés for the specific Project Manager and staff proposed for the Project will result in a score of zero (0) for staffing. If needed for confidentiality, the PII of the individual on the résumé may be redacted.
* Agreement that the Awarded Vendor Project Manager will take direction from the TWC IT Project Manager and the TWC Program Manager within the scope of the BAFO and parameters of the Project Steering Committee’s direction.

The Offeror’s proposed staff must meet the following Minimum Qualifications:

| **#** | **Qualification Item** | **Offeror Agrees to Meet?** |
| --- | --- | --- |
| 1 | Project Manager must have at least five (5) years of experience working as a contractor Project Manager on IT projects with three (3) years of experience working as a contractor Project Manager for Offeror implementing their Labor Exchange solution. | Yes | No |
| 2 | Project Manager must have three (3) years of experience working as a contractor Project Manager on IT projects involving DOL reporting practices and environment. | Yes | No |

## 9.2 Offeror Service Capabilities

Describe the Offeror organization's and its subcontractors’ overall qualifications and experience to carry out a Project of this nature and scope. Offeror must limit responses in this area to ten (10) pages. The use of “boilerplate” content in the response must be extremely limited (i.e., target this information for the specific needs outlined for this Project).

Describe each task, responsibility, and/or deliverable that will be subcontracted to another entity in sufficient detail that TWC understands based on your offer, exactly what entity will be performing what portion of the overall requirements. Include the name of the subcontractor performing the work, and provide the résumé of the Project Manager or person tasked with the specific responsibility. Offeror must provide demonstrated subcontractor experience in completing the tasks required in this Project.

The Offeror or their subcontractor(s) must meet the following Minimum Qualifications:

| **#** | **Qualification Item** | **Offeror Agrees to Meet?** |
| --- | --- | --- |
| 1 | Offeror must have been in the Software Development business for a minimum of five (5) years. | Yes | No |
| 2 | Offeror has designed, developed, configured and/or customized, and successfully implemented at least two (2) complete integrated Labor Exchange solutions within the last five (5) years for paying customers external to the Offeror’s organization. The Offeror must supply at least two (2) references that verify this qualification item. | Yes | No |

TWC prefers that Offeror will provide both the technology solution and the staff who will configure, implement, or support it. As part of the proposal evaluation and scoring, TWC may award points for Offerors that also implement their own solution.

## 9.3 Offeror References

Offeror must provide a minimum of three (3) verifiable references excluding TWC. The three (3) references should cover Offeror capabilities, not just individual staff capabilities. References may be a combination of the prime Offeror and subcontractor Offeror references, with at least one prime Offeror reference. If the Offeror has contracted with TWC within the last five (5) years, the Offeror must include TWC as a fourth reference. For TWC references, provide the Project name and timeframe but do not provide any specific individual’s name.

TWC must be able to reach each reference directly by phone or email within one (1) week of initial contact, or the evaluation score will be zero (0) for that reference.

* Submit the reference contact information, including name, email and phone number, with your response in this section.
* TWC uses references during the first evaluation, so we will not allow you to provide reference contact information later in the selection process.
* TWC must contact the references directly, without the Offeror acting as an intermediary to set up contact.
* To ensure the reference understands which project we are requesting information about:
* Provide the dates and the name of the project.
* Provide the name of the company (yours or a subcontractor’s) that had direct dealings with your reference.

References must focus on the following:

* Experience with the Offeror’s design, implementation, and delivery of the Labor Exchange and any other integrated Workforce solution(s).
* Experience with the Offeror’s data conversion and migration from legacy system(s) to the new hosted solution.
* Experience with the Offeror’s development, implementation, and replacement of interfaces to other systems both internal and external to the customer’s organization.
* Experience with the Offeror ensuring data privacy and information security for safeguarding PII.
* Successful completion of a project of similar size and complexity.
* Lessons learned or other observations from working with the Offeror throughout the implementation project and during subsequent support and enhancement activities.

# Offer Submission Requirements

## 10.1 Offeror Instructions

### 10.1.1 Labor Exchange Proposal (Required)

The Offeror must:

10.1.1.1 Provide a proposal for implementing a Labor Exchange solution that completely will replace the legacy WIT system.

10.1.1.2 Phrase response in terms and language that can be easily understood by non-technical personnel.

10.1.1.3 Include the entire text of the RFO within your response, reformatting as needed. Ensure that your document outline and Table of Contents matches TWC’s RFO outline. You may add an overview or attachments.

10.1.1.4 Do not include a restatement of the desired service or functionality. Do not repeat detail already included in the RFO. Focus your response on what you will do to ensure that your solution meets TWC’s needs.

10.1.1.5 Carefully review Attachment 1 - Texas Workforce Commission - Terms & Conditions. Offerors must submit in writing with their offer any exceptions taken to those Terms & Conditions and include alternative language for same. State and Federal statutes are not negotiable. TWC will look more favorably on Proposals that offer no or few exceptions, reservations, or limitations to the Terms and Conditions of the RFO, including the TWC - Terms and Conditions in Attachment 1.

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

10.1.1.7 Clearly label your response (e.g., begin all of your responses with “Offeror Response” or “[Offeror name] Response”); do not rely on formatting alone.

10.1.1.8 Ensure your written response complies with EIR accessibility requirements, per Section 11.4.1 of Attachment 1 - Texas Workforce Commission – Terms & Conditions.

10.1.1.9 Avoid redundancy within your response. If information applies to more than one (1) section, include it in only one (1) section and reference it in all other applicable places.

10.1.1.10 Ensure that all deliverable methodologies, assumptions and exclusions are included under the specific deliverable in Section 2.2, Required Project Deliverables and Section 2.3, Optional Project Deliverable.

10.1.1.11 Ensure that all methodologies that apply to the entire Project or multiple deliverables are included under Section 2.5, Overall Project Approach.

### 10.1.2 Automated Testing Solution (Optional)

The Automated Testing Solution Optional Deliverable, OD1A, specified in Section 2.3.1 is included at the end of the Pricing tables for Sections 12.2.

## 10.2 Submission Detail

Required submission format and number of copies for each proposal:

* Response Due Date: Submit Technical Offer and Financial Offer as described below no later than August 2, 2017 at 10:00 a.m. Central Time.
* Technical Offer: Submit one (1) double-sided hard copy of the Technical RFO response bound with spirals or in notebooks plus one (1) soft copy PDF file on a DVD or flash drive.
* Financial Offer (separate from the Technical Offer):
* Submit one (1) hard copy of Section 12, Pricing, of the response plus one (1) soft copy PDF file on a separate DVD or flash drive.
* Submit one (1) hard copy original plus one (1) soft copy of the financial statement as detailed in Section 10.3, Financial Statement Content, on a separate DVD or flash drive.

Offeror questions regarding this RFO:

* Submit questions using [Attachment 3](#_Attachment_3_–) - Offeror Questions & Answers Template, no later than July 10, 2017 at 4 p.m. Central Time. Include the RFO Section and Page for each question.
* TWC will post all Offeror Questions & Answers and, if appropriate, an Amended RFO to all Offerors by July 26, 2017 at 5 p.m. Central Time.

Contact and address information for [Offeror questions and] response submission:

Texas Workforce Commission
Purchasing Department
Contact Name: Melanie Busby
Email: melanie.busby@twc.state.tx.us

Physical Address (for hand-delivery or commercial delivery carriers):
1117 Trinity St, Rm 316T
Austin, TX 78701

Mailing Address (for U.S. Postal Service):
101 E. 15th Street, Room 316T
Austin, TX 78778‑0001

Phone: 512-936-3123
Fax: 512-475-3502

Date, time and location of Offeror conference:

Thursday, July 6, 2017 at 1:00 p.m. Central Time

Texas Workforce Commission

101 E 15th St, Room 244

Austin, TX 78778

## 10.3 Financial Statement Content

### 10.3.1 Financial Statement

Offeror must provide annual financial statements within the past three (3) years. They are to include an income statement, a balance sheet, a statement of cash flows and all required notes. Include the State/Province and Country in which you are incorporated and the principal place of business. The required levels of assurance/accuracy in the financial statements are listed below.

Audited Financial Statements by a Certified Public Accounting (CPA) firm.

If audited financials are not available, then the following may be submitted as a clearly-stated substitute for the audited financials:

* Reviewed Financial Statements by a CPA firm.
* Compiled Financial Statement by a CPA firm.

The financial statements will be reviewed by a TWC Analyst for financial viability and will receive a pass/fail mark. TWC reserves the right to disqualify an Offeror that receives a fail mark.

### 10.3.2 Frequency

The Awarded Vendor must provide the reports in Section 10.3.1 annually throughout the term of the Contract.

### 10.3.3 Warranty of Financial Good Standing

A sworn Warranty of Financial Good Standing by which the Offeror warrants that to the best of its knowledge there are no actions, suits, or proceedings pending or threatened against or affecting it or any of its property in any court or before any arbitrator or before or by any governmental entity, domestic or foreign, except actions, suits, or proceedings of the character normally incident to the kind of business conducted by it as to which any adverse determination in excess of any accruals to reflect potential liability would not materially adversely affect its business, assets, operations, or condition, financial or otherwise, taken as a whole, or materially adversely affect its ability to perform its obligations under this RFO and any resulting contract, and it is not in material default with respect to any material Order of any court, arbitrator or governmental entity and that your company is not for sale or to become acquired by another business entity during the twelve (12) months following the Offer Submission Deadline. Additionally, the Offeror warrants that all of the financial information it provided to TWC in accordance with Section 10.3 of this RFO fairly present its consolidated financial position as of the date of its submission to TWC and that there has not been any material adverse change in its business, assets, liabilities, or condition, financial or otherwise.

# Screening and Evaluation Criteria

TWC reviews the submitted proposals to determine if they are responsive. For a proposal to be considered responsive and to be evaluated for selection, the following requirements must be met:

* The proposal must be received at TWC by the deadline date and time.
* The proposal must be complete with required original signatures.
* The proposal must contain all information required for each deliverable.
* The proposal must be submitted in the format described in the RFO.
* All required attachments must include signatures and be part of the proposal.

Offerors must include all proposed modifications to Attachment 1 - Texas Workforce Commission - Terms & Conditions, with proposal. All proposals will be screened for inclusion of all required information prior to release to the Evaluation Team. TWC may exclude from further consideration for selection any non-responsive proposal or portion of a proposal.

**Any exceptions or deviations by the Offeror to Attachment 1 - TWC’s Terms & Conditions (T&Cs), may make the offer unacceptable for award without discussion. If an Offeror proposes exceptions to the Terms & Conditions, TWC may make an award without discussion to another Offeror that did not take exceptions to the Terms & Conditions. At a minimum, proposals that have exceptions to TWC’s Terms and Conditions will have points deducted from the scoring item related to exceptions to TWC’s Terms and Conditions, which is worth up to five percent (5%) of the total score.**

TWC Purchasing will determine this based upon the following criteria:

 5% when Vendor will comply with all TWC T&Cs with no exceptions.

 4% when Vendor will comply with most TWC T&Cs with very few exceptions.

 3% when Vendor will comply with some TWC T&Cs with moderate exceptions.

 1% when Vendor will comply with few TWC T&Cs with several critical exceptions.

 0% when Vendor will not comply with TWC T&Cs.

In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the SPD’s Vendor Performance Tracking System (VPTS) may be used in evaluating responses to solicitations for goods and services to determine the best value for the state.

The Evaluation Team will evaluate proposals based on the best value to the agency. The best value is determined as follows:

 45% of score: Deliverables, schedule and methodologies.

 20% of score: Strength of Data Privacy and Cyber Security.

 20% of score: Cost.

 10% of score: Documented experience for Offeror, subcontractors and proposed Offeror staff confirmed by references and information available from the VPTS.

 5% of score: Exceptions to TWC’s Terms and Conditions as described above.

As part of the proposal evaluation and scoring, TWC may award points for Offerors that also implement their own solution. These points would be a portion of the 10% allocated for the Documented experience for Offeror.

Proposals will be scored by the Evaluation Team to identify the Finalist(s). Prior to award of the contract, Finalist(s) may be required to provide a product demo as part of the evaluation and selection process.

The Agency reserves the right to negotiate with and/or to request Best and Final Offers from any or all Offerors as a part of the formal evaluation process. If the Agency requests a formal, written Best and Final Offer, the Offeror will be notified of the allotted time to respond to the request. If an Offeror does not respond to the Agency’s request within the allotted time, the Agency will consider the most recent offer to be the Best and Final Offer.

**TWC reserves the right to award single, multiple, partial or no awards.**

**Award of contract is contingent upon availability of funding and authorization by the Texas State Legislature.**

# Pricing

Offeror must detail the pricing for the required fixed-price deliverables. Offeror must not include assumptions in this section, but must list assumptions in Section 2.6. Offeror must populate the Total row following the Deliverables.

Offeror may propose a reasonable number of sub-deliverables for more frequent payment opportunities; however, if payments are divided, the deliverable is still not final until all associated sub-deliverables are accepted. If one (1) sub-deliverable causes a change to be needed on an approved sub-deliverable, the change is still required to be made without a Change Request or additional cost to TWC.

Offeror must attach their estimating worksheet(s) to allow TWC to confirm the Offeror’s understanding of the Project scope. Any corrections will be made with Offeror finalist(s) during the BAFO process.

Offeror must provide a Financial Offer, separate from the Technical Offer, as defined in Section 10.2.

## 12.1 Pricing for Required Deliverables

Pricing must address all deliverables necessary to implement the TWC Labor Exchange solution and to fully replace the WIT legacy system.

| **Deliverable Number** | **Deliverable** **Name** | **Fixed Deliverable Price** |
| --- | --- | --- |
| 1 | Project Planning and Setup |  |
|  1A | Kick-off Meeting, Presentation, and Minutes |  |
|  1B | Updated WIT Replacement Project Plan, Staffing Plan, and Schedule |  |
|  1C | Knowledge Transfer Plan |  |
|  1D | Licensing Plan |  |
| 3 | Solution Configuration/Customization Requirements |  |
|  3A | Solution Configuration Workshop schedule and agendas |  |
|  3B | Solution Configuration and Customization Document |  |
| 4 | Data Migration Plan and Detailed Design |  |
|  4A | Data Migration Workshop schedule and agendas |  |
|  4B | Data Migration Strategy and Plan |  |
|  4C | Data Migration Detailed Design documentation |  |
| 5 | Interface Specifications and Detailed Design |  |
|  5A | Interface Specifications Workshop schedule and agendas |  |
|  5B | Interface Control Document |  |
|  5C | Interface Specifications Detailed Design documentation |  |
| 6 | Implementation Planning |  |
|  6A | Implementation Plan |  |
|  6B | Implementation Checklist |  |
|  6C | Back out and Recovery Checklist |  |
| 7 | Configuration, Development, and Technical Acceptance Testing |  |
|  7A | Technical Test Plan |  |
|  7B | Completed Configuration, Development, Testing and Implementation of interfaces, Data Migration, and Technical Acceptance as documented in Technical Acceptance Testing Checklist |  |
| 8 | Training |  |
|  8A | Training Plan |  |
|  8B | Training Materials |  |
|  8C | Training Courses |  |
|  8D | System Configuration Training Plan |  |
|  8E | Technical Support Training Plan |  |
|  8F | Train-the-Trainer, System Configuration, and Technical Support Training |  |
| 9 | System Implementation, Acceptance, Go Live and Warranty |  |
|  9A | Completed Implementation Plan and Checklist as documented in Implementation Checklist |  |
|  9B | Solution DRBCP |  |
|  9C | System Readiness Certification document |  |
|  9D | Labor Exchange Initial Software Purchase or Subscription |  |
|  9E | Support services and monthly Metrics Report throughout the Warranty period |  |
| 10 | Additional Implementation Support |  |
|  10A | New or updated work products as defined by Change Requests |  |
| 11 | Annual Software Maintenance and Support Subscription |  |
|  11A | Annual Software Maintenance and Support Subscription |  |
| **-** | **Total** |  |

## 12.2 Pricing for Optional Deliverables

Pricing may address all deliverables necessary to implement an Automated Testing Solution for the TWC Labor Exchange solution.

| **Deliverable Number** | **Deliverable** **Name** | **Fixed Deliverable Price** |
| --- | --- | --- |
| OD1 | Automated Testing Solution (Optional) |  |
|  OD1A | Automated Testing Environment Documentation for Labor Exchange solution (Optional) |  |
| **-** | **Total** |  |

## 12.3 Pricing for Blended Hourly Rate

Offeror must provide one (1) blended hourly rate as a point of reference for TWC when Change Requests are issued on this contract, if applicable.

Blended hourly rate:

# Attachments

Attachment 1 – Texas Workforce Commission - Terms & Conditions

Attachment 2 – Offeror Agreement

Attachment 3 – Offeror Questions & Answers Template

Attachment 4 – WIT Technical Summary

Attachment 5 – WIT Interface Summary

Attachment 6 – Labor Exchange Requirements and Response Sheet

Attachment 7 – Deliverables Expectations Document

## Attachment 1 – Texas Workforce Commission - Terms & Conditions

By responding to the solicitation or fulfilling the awarded Purchase Order (PO), the vendor agrees to the terms and conditions below, which apply to and become a part of every Texas Workforce Commission (TWC) purchase. Only mutual written exceptions will be valid. Where a purchase is made without the Invitation for Bids (IFB); Request for Offers (RFO) or Request for Proposals (RFP) process, “IFB/RFO/RFP” equates to “Purchase Order” and “Bidder/ Offeror/Proposer” equates to “Vendor”. Any speci­fication in the solicitation that is in conflict with these standard terms and conditions takes precedence. All references to “days” shall be calendar days unless specified otherwise.

**1. SOLICITATION RESPONSE REQUIREMENTS**

* 1. **Written Specifications**: TWC will not be bound by any oral statement or representation contrary to the written specifications contained in the solicitation.
	2. **Incomplete Responses:** Late, illegible, incomplete and/or unsigned responses may be deemed non**-**responsive and may not be considered.
	3. **Freight:** Prices quoted are to include freight prepaid, F.O.B. Destination (Free on Board). Enter unit price on quantity and unit of measure specified - extend and show total. In case of errors in extension, unit prices shall govern.
	4. **Firm Pricing:** Pricessubmitted are expected to be firm for TWC acceptance for thirty (30) days from the solicitation deadline. "Discount from list" offers are not acceptable unless specifically requested. Cash discounts will not be considered in determining the low offer. All cash discounts submitted will be taken if earned.Prices must remain firm for the duration of the term of the PO/contract.
	5. **Ties**: In the case of tie bids, the award will be made in accordance with the preferences listed under 34 TAC Rule 20.38.
	6. **Preferences:** In making an award, TWC shall apply the preferences listed at 34 Texas Administrative Code (TAC) § 20.38. For purchase or lease of computer equipment TWC shall apply a preference for manufacturers that have a computer recycling program as described in 1 TAC § 217.11.
	7. **Bid Alteration/Withdrawal:** A submitted response to a solicitation cannot be altered or amended after the solicitation deadline, except by formal negotiation via the RFO/RFP processes. Any alteration made before the solicitation deadline is to be initialed by vendor or the vendor’s authorized agent. Vendors are not allowed to withdraw their submitted response after the solicitation deadline without approval by TWC.
	8. **Rejection of Bids:** In accordance with Texas Government Code § 2156.008, TWC reserves the right to reject a bid in which there is a material failure to comply with specification requirements. TWC may reject all bids or parts of bids if the rejection serves the state’s best interest.
	9. **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
	10. **Other Entities:** TWC requests that the vendor extends the same contract prices and conditions to Local Workforce Development Boards (LWDB) and Child Care Management Services (CCMS) entities contractually linked with TWC if awarded the contract.
	11. **Identify All Parties:** TWC requires all business partners, equipment, support or maintenance providers who will perform under an awarded contract to be identified prior to contract award for TWC approval. Substitutions of providers shall be submitted in writing for TWC approval during the term of the agreement.
	12. **No Travel:** TWC will not reimburse a vendor for travel and expenses unless specifically provided for in the contract documents. In that event, such reimbursement will not exceed the state travel reimbursement rates and limits established by the then current General Appropriations Act.
1. **GENERAL CONDITIONS**
	1. **Damage to Grounds and Buildings:** Vendor shall be financially responsible for any or all damage done by its employees, agents and subcontractors to the TWC grounds and buildings. Vendor is responsible for the removal of all debris resulting from work performed under the contract.
	2. **Disclosure of Information:** TWC, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records which are directly pertinent to this procurement.
	3. **Texas Public Information Act:**
		1. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 (the “Public Information Act”).
		2. All information submitted in response to the solicitation is subject to public disclosure pursuant to the Public Information Act. In the event of a request for information pertaining to the solicitation, TWC will comply with the provisions of the Public Information Act to protect the interests of the State of Texas. The Public Information Act allows the public to have access to information in the possession of a governmental body. Therefore, the vendor must clearly identify any confidential or proprietary information on the page on which it appears in the solicitation response and reference the specific exception to disclosure in the Public Information Act. Proprietary information identified by the vendor in advance will be kept confidential to the extent permitted by state law. Any information not clearly identified as confidential or proprietary shall be deemed to be subject to disclosure pursuant to the Public Information Act.
		3. All information, documentation and other material in connection with the solicitation or any resulting contract will be retained by TWC for the period specified in the Records Retention Schedule created under Texas Government Code, Chapter 441. The information will not be returned to the vendor who submitted it during the retention period time.
		4. Vendor is required to make any public information created or exchanged with the state pursuant to any contract with TWC, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TWC.
	4. **Award of Contract:**
		1. Responding to a solicitation is an offer to contract with the State based upon the terms, conditions, and specifications contained in the solicitation. Submitted responses do not become contracts unless and until they are accepted and an award is made by TWC Procurement and Hub-Services and a PO is issued to the vendor.
		2. TWC reserves the right to negotiate price and terms with any and all vendors, to accept or reject all or any part of a vendor’s response, waive minor technicalities, to request Best and Final Offers from all or any vendors, and make an award that represents Best Value to the agency or the State.
		3. Subsequent to award, TWC may, at its sole option, request the vendor to negotiate contract amendments or renewals as is determined to be in the best interest of the agency or the State.
		4. TWC reserves the right to use a third party to negotiate price related to any Information Technology solicitation or contract.
		5. TWC reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.
	5. **Vendor Assignments:** No assignment is permitted the vendor without prior written consent of TWC. Any written request for assignment must be accompanied by written acceptance of the assignment by the assignee. Except where otherwise agreed in writing by TWC, assignment will not release vendor from its obligations pursuant to the contract.
	6. **TWC Assignments:** TWC may sub-lease or assign equipment and related services provided via the contract to other entities which contract with TWC to provide agency support or services.
	7. **INDEMNIFICATION**
		1. **Acts or Omissions: Vendor shall indemnify and hold harmless the State of Texas, TWC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DISIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**
		2. **Infringements:**
			1. **Vendor shall indemnify and hold harmless the State of Texas, TWC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.**
			2. **Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (1) use of the product or service for a purpose or in a manner for which the product or service was not designed, (2) any modification made to the product without Vendor’s written approval, (3) any modifications made to the product by the Vendor pursuant to TWC’s specific instructions, (4) any intellectual property right owned by or licensed to TWC, or (5) any use of the product or service by TWC that is not in conformity with the terms of any applicable license agreement.**
			3. **If Vendor becomes aware of an actual or potential claim, or TWC provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against TWC, shall), at Vendor’s sole option and expense; (1) procure for TWC the right to continue to use the affected portion of the product or service, or (2) modify or replace the affected portion of the product or service with functionality equivalent or superior product or service so that TWC’s use is non-infringing.**
		3. **Taxes/Workers’ Compensation/Unemployment Insurance – Including Indemnity:**
			1. **VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR’S AND VENDOR’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE STATE OF TEXAS AND/OR TWC SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.**
			2. **VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TWC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**
	8. **Vendor Performance**: In accordance with Texas Government Code §§ 2155.074 and 2155.075, vendor performance may be used as a factor in the award.
	9. **Force Majeure**: TWC may grant relief from performance of an awarded contract or PO, or extend a performance period, if the vendor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault of the vendor. If the vendor requests the relief, the burden of proof for the need of such relief shall rest upon the vendor, who must file a written request for such release or extension. If TWC grants such relief due to circumstances known by the agency, the agency must document such reasons in the contract file.
	10. **Dispute Resolution Procedures**:
		1. Procurement Disputes: Any actual or prospective vendor who is aggrieved in connection with the solicitation, evaluation, or award of a contract may formally protest to the Deputy Executive Director. Such protests must be made via certified mail and received in the appropriate Director’s office within ten (10) business days from the date of the announcement of the award. The written protest must include: the number of the solicitation being protested; the grounds for the protest, including a description of any alleged acts or omissions by TWC that form the basis for the protest; any written information which the protestor believes is relevant to the award; and the basis for the protestor’s interest in the procurement.

TWC will make available to the protestor all requested documents not exempted from disclosure under Texas and federal law. TWC will provide copies of these documents upon payment of the fees adopted by TWC for record duplication. The protestor will be provided an opportunity for an informal meeting with the Director or his designee, to discuss the protest, however, TWC may limit the amount of time allocated for the meeting. The Director will issue the final written decision to the protestor.

* + 1. **Contract Disputes:** TWC follows the dispute resolution process provided for in Texas Government Code, Chapter 2260 to resolve contract disputes.
	1. **Debt to the State:** Vendor agrees that any payments due under this contract will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
	2. **Hold-Over Provision:** In the event contract renewal negotiations are not completed prior to the contract expiration date, both parties agree that services shall be provided by the vendor and accepted by TWC , subject to all original terms and conditions of the contract, for a period not to exceed one hundred and eighty (180) days following the original contract expiration date. The hold-over service costs shall be the pro-rated rates in effect immediately prior to such expiration. Such hold-over agreement shall not be interpreted to extend the term of the original contract. TWC may ter­mi­nate such hold-over service by providing written notice of cancellation not less than ten (10) business days prior to the cancellation date.
	3. **Supporting Documents, Retention**: Vendor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Vendor shall maintain all such documents and other records relating to this Contract and the State’s property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to this Contract. Vendor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Vendor must retain all work and other supporting documents pertaining to this Contract, for the purposes of inspecting, monitoring, auditing, or evaluating by TWC and any authorized agency of the State of Texas, including an investigation of audit by the State Auditor.
	4. Vendor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State’s work as requested. Vendor’s failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TWC and the State of Texas to immediately assess appropriate damages for such failure. Pursuant toTexas Government Code § 2262.154, the acceptance of funds by Vendor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract shall constitute acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Vendor shall ensure that this paragraph concerning the State’s authority to audit funds received indirectly by subcontractors through vendor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the director of the legislative audit committee, an entity that is subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.
	5. **Limitation on TWC's Liability:** TWC will not be liable for any incidental, indirect, special, or consequential damages under contract, Tort, (including negligence), or other legal theory. TWC's liability to vendor under the contract will not exceed the total charges to be paid by TWC to vendor under the contract.
	6. **State Ownership:** The Parties agree that TWC will own all right, title and interest in and to the work products including deliverables, source and object code and documentation developed by the vendor in connection with the contract.
		1. All work products including deliverables, source and object code and documentation, in whole or in part, will be deemed works made for hire of TWC for purposes of copyright law and copyright will belong solely to TWC.
		2. To the extent that any such work product or deliverable does not qualify as a work made for hire under applicable law, and to the extent that the deliverable or work product includes materials subject to copyright, patent, trade secret, or other proprietary right protection, vendor agrees to assign, and hereby assigns, all right, title, and interest in and to the work products and deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein (including renewals thereof) to TWC.
		3. Vendor will assist TWC or its nominees to obtain copyrights, trademarks, or patents for all such work products or deliverables in the United States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer to TWC all the right, title, and interest in and to such work products or deliverables. Vendor agrees to not assert any moral rights under applicable copyright law with regard to such work products and deliverables.
		4. Vendor agrees to reproduce and include TWC's copyright and other proprietary notices and product identifications provided by vendor on such copies, in whole or in part, or on any form of the work products or deliverables.
	7. **License:** In accordance with 29 Code of Federal Regulations § 97.34, all appropriate State and Federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate or otherwise use, and to authorize others to use for State or Federal purposes all materials, deliverables and work products, including software and modifications thereof, and associated documentation designed, developed, or installed with Federal Financial Participation under the contract, including but not limited to those materials covered by copyright, all source and object code, instructions, files, and documentation composing the system.
	8. **Most Favored Customer:**  If during the term of the contract, the vendor enters into another contract with any customer for substantially similar services at prices more favorable than those provided to TWC, the contract may be amended to provide the more favorable prices to TWC.
	9. **Governing Law and Venue:** The contract shall be executed in and governed, construed and interpreted under the laws of the state of Texas. Vendor agrees that proper venue for a claim arising under the contract shall be brought in a court of competent jurisdiction in Travis County, Texas.
	10. **Severability:** If any provision of the contract is construed to be illegal or invalid, such provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated into the contract, but all other provisions shall remain in full force and effect.
	11. TWCand the vendor must adhere to the directions in the President’s Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism.

 This Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration’s Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at http://www.Sam.gov.

* 1. **No Waiver**: Nothing in this contract shall be construed as a waiver of the TWC’s or the State’s sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the TWC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to TWC or the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TWC does not waive any privileges, rights, defenses, or immunities available to TWC by entering into this contract or by its conduct prior to or subsequent to entering into this contract.
	2. **Redacted Electronic Copy:** Under House Bill 3430, 80th Texas Legislature, (transferring Texas Government Code § 2177.052, to Texas Government Code, Chapter 322, and redesignating it as § 322.020) and as per the following requirements, no later than two (2) business days after vendor’s receipt of notice from TWC , the vendor must deliver to TWC two (2) electronic copies of its complete proposal. Vendor shall deliver these electronic copies to TWC via overnight delivery in compliance with all of the following requirements:

2.23.1 Two (2) compact discs (CDs), each containing a copy of vendor’s response to solicitation, in searchable Portable Document Format (PDF) format, which has excised, blacked out, or otherwise redacted information from its solicitation response that vendor reasonably considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of vendor’s solicitation response, such as social security numbers). Each CD shall also contain an Appendix for vendor’s solicitation response which provides a cross reference for the location of all information redacted by vendor and a general description of the redacted information. These two (2) identical CDs should be entitled “For Public Release: Redacted Version of [Name of Vendor]’s Proposal and Exhibits. Texas Workforce Commission’s RFP/RFO/IFB solicitation No. \_\_\_\_.”

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

2.23.3 TWC shall upload to the LBB’s contracts database the text of the complete contract (with limited redaction and appendix) no later than ten (10) days after date of contract award. By submitting a response to this solicitation, vendors acknowledge that they understand and accept this requirement. See the LBB website at <<http://www.lbb.state.tx.us/>>.

2.23.4 **American Recovery and Reinvestment Act (ARRA or the Recovery Act)**

1. Buy American Requirements for Construction Material prohibits the use of funds appropriated for the Recovery Act for any project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
2. Whistleblower Protection: Pursuant to Section 1553 of the American Recovery and Reinvestment Act, vendors shall promptly refer to the U.S. Department of Labor, Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
	1. **Background Check**: Vendors must submit criminal background checks on all key personnel assigned to the services related to this solicitation, as authorized by Texas law, and at vendor expense.  Key personnel are defined as personnel whose oversight and guidance is essential to the subject services. TWC may provide any finalist for a contract position a Contractor Criminal History Report Investigation Request form P33c which contractor must complete and submit back to TWC as required on the form. To obtain a facility access badge, contractor must provide TWC with either a completed form P-33c or a recent criminal background check within fifteen (15) days of contract award.  TWC will not issue a Purchase Order until the criminal background check has been completed and passed.
	2. **Privacy:** Vendor who has access to sensitive personally identifiable information (“Sensitive PII”), including anyone who views contracts, collects, uses, maintains, stores or destroys Sensitive PII of TWC employees, job seekers, employers, customers or partners, must safeguard that information.
		1. Sensitive PII is anything that alone or in combination with available information can identify an individual, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience or unfairness to an individual.
		2. Awarded vendor must have a Non-Disclosure Agreement (NDA) on file with TWC prior to handling Sensitive PII.
		3. In order to safeguard Sensitive PII, Awarded vendor must:
			1. Collect Sensitive PII only as authorized.
			2. Limit the use of Sensitive PII.
			3. Minimize the proliferation of Sensitive PII.
			4. Secure Sensitive PII both physically and in electronic form.
			5. Report suspected privacy incidents within twenty four (24) hours to the TWC Contract Manager or, email the TWC Information Security Office at CISO@twc.state.tx.us.
		4. Awarded Vendor will not transmit Sensitive PII via email or store on CDs, DVDs, thumb drives and the like without prior review and encryption protocol approved by TWC.
		5. Failure to follow these requirements may constitute a breach of contract.
	3. **Change in Law:** Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

**3. REQUIRED CERTIFICATIONS**

By responding to this solicitation and accepting the award of a contract or purchase order, vendor certifies to the following:

* 1. **All Terms and Conditions Met:** that all terms and conditions listed in the solicitation will be met.
	2. **U.S. Department of Homeland Security’s E-Verify System:** By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine eligibility of:
		1. All persons employed to perform duties within Texas, during the term of the Contract; and
		2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.
		3. The Contractor shall provide, upon request of TWC, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and Contractor’s subcontractors, as proof that this provision is being followed.
		4. **If this certification is falsely made, the Contract may be immediately terminated, at the discretion of TWC and at no fault to TWC, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that TWC must undertake to replace the terminated Contract.**
	3. **Inducements:** that the vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted solicitation response
	4. **Lobbying:** that no funds provided under the contract will be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators.
	5. **Not Ineligible:** that neither it nor its principals are presen­tly debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from partici­pat­ing in this transaction by any federal department or agency.
	6. **Non-Discrimination:** The vendor certifies compliance with the Rehabilitation Act of 1998 § 508, 29 U.S.C. § 794d, relating to the use of electronic and information technology for individuals with disabilities; the Housing and Urban Development Act § 3, 12 USC §1701u Sec. 1701u, relating to economic opportunities for low- and very low-income persons; Titles VI and VII of the Civil Rights Act of 1964 (Public Law 88-352); Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112); the Equal Opportunity Clause (Executive Order 11246) for any purchase in excess of $10,000; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each..
	7. **Drug-Free Workplace:** The vendor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).
	8. **Franchise Tax:** Thevendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas, pursuant to Article 2.45, Texas Business Corporation Act.
	9. **Child Support:** The vendor is not ineligible to receive the specified grant, loan, or payment under Section 231.006 of the Texas Family Code (relating to child support) and acknowledges that the contract may be terminated and payment may be withheld if certification is inaccurate.
	10. **Certain Bids and Contracts Prohibited:** Under Texas Government Code § 2155.004, vendor certifies that the individual or business entity named in the solicitation response is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and/or payment withheld if this certification is inaccurate.
	11. **Fair Business Practices:** The vendor has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The vendor further affirms that no officer of the vendor has served as an officer of any company found guilty of unfair business practices in a judicial or state agency admin­istrative proceeding during the preceding year.
	12. **Antitrust:** Neither the vendor or the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for same, has violated State antitrust laws or the Federal Antitrust Laws.
	13. **No Compensation:** The vendor has not received compensation for participation in the preparation of the solicitation. This section does not prohibit a vendor or contract participant from providing free technical assistance.
	14. **Conflict of Interest:** Vendor has disclosed any existing or potential conflict of interest relative to the performance of the contract. Failure to do so will be grounds for contract termination.
	15. **No Collusion:** Vendor has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
	16. **Prohibition on Certain Bids and Contracts related to Disasters and Hurricanes Katrina and Rita:** Under Texas Government Code § 2155.006, the vendor certifies that the individual or business entity named in response to this solicitation is not ineligible to receive the specified contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
	17. **Independent Contractor:** Vendor or vendor’s employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this solicitation. Vendor and vendor's employees, representatives, agents and any subcontractors shall not be employees of TWC. Should vendor subcontract any of the services required in this solicitation, vendor expressly understands and acknowledges that in entering into such subcontract(s), TWC is in no manner liable to any subcontractor(s) of vendor. In no event shall this provision relieve vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this solicitation and any resulting contract.
	18. **Workers’ Compensation Insurance.** Vendor must maintain Workers’ Compensation insurance coverage in accordance with statutory limits.

Workers Compensation: Statutory Limits

Employers Liability: Each Accident $1,000,000

Disease – Each Employee $1,000,000

Disease – Policy Limit $1,000,000

Commercial General Liability:

Occurrence based:

Bodily Injury and Property Damage

Each occurrence limit: $1,000,000

Aggregate limit: $2,000,000

Medical Expense each person: $5,000

Personal Injury and Advertising Liability: $1,000,000

Products/Completed Operations Aggregate Limit: $2,000,000

Damage to Premises Rented to You: $50,000

NOTE: The required coverage is to be with companies licensed in the state of Texas with an “A” rating from A.M. Best, and authorized to provide the corresponding coverage.

* 1. **Felony Criminal Convictions:** Vendor represents and warrants that vendor has not and vendor’s employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, vendor has fully advised TWC as to the facts and circumstances surrounding the conviction.
	2. **Executive:** Vendor certifies they are in compliance with Texas Government Code § 669.003, relating to contracting with the executive head of a State agency. If applicable, vendor will complete the following for TWC evaluation:

|  |  |
| --- | --- |
| Former Executive Name: |       |
| State Agency Name: |       |
| Date Separated from Agency: |       |
| Position with vendor: |       |
| Date employed with vendor: |       |

* 1. **Texas Bidder Affirmation Clause:** By submitting a response to this solicitation, vendor certifies that if a Texas address is shown as the address of the vendor, vendor qualifies as a Texas Bidder as defined in 34 TAC § 20.32(68).
	2. Vendor agrees to comply with Texas Government Code § 2155.4441, pertaining to purchasing products and materials produced in the State of Texas.
	3. Pursuant to Texas Family Code § 231.006 (c), vendor must provide the name and Social Security Number (SSN) of each person with at least 25% ownership of the business. This information must be provided prior to contract award.

|  |  |
| --- | --- |
| SSN: |       |
| Name: |       |
| SSN: |       |
| Name: |       |
| SSN: |       |
| Name: |       |
| SSN: |       |
| Name: |       |

1. **SPECIFICATIONS**
	1. Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Submitted responses containing other brands that are functionally equivalent will be considered unless TWC has advertised the solicitation as proprietary under Texas Government Code § 2155.067. If vendor takes an exception to the solicitation's specifications and vendor’s response contains equivalent product, vendor is required to include additional information such as manufacturer, brand or trade name, illustrations, and specifications for the equivalent product as part of their response to the solicitation. If vendor takes no exception to the specifications, the vendor must furnish the item(s) as specified in the solicitation.
	2. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation. Written warranty is to be provided with product, and is to include the point-of-contact name, phone number, and all information needed to initiate a warranty service call.
	3. **No Substitutions:** Vendor will not make any substitution to the specifications of any solicitation or PO, unless the substitution is (1) proposed to TWC in writing by the vendor, and (2) supported by the expressed written prior approval of TWC.
	4. **Replacement Parts Available:** The vendor, in connection with an agreement with the manufacturer of the equipment, warrants that new or reconditioned replacement parts will be available until five (5) calendar years after the date of the award of the contract. All replacement parts must meet or exceed original manufacturer's specifications and be compatible with existing equipment.
	5. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
	6. Vendor guaranteesproduct offered will meet or exceed specifications; that the product is new, in current production, including the manufacturer's standard equipment and accessories; and is qualified for full maintenance coverage, service and support at, or below, the manufacturer's standard maintenance rates.
2. **DELIVERY**
	1. Vendor is to show the number of days required to place material in the receiving location under normal conditions. Failure to state delivery time obligates vendor to complete delivery within fourteen (14) days. Unrealistically short or long delivery promises may cause vendor’s response to be disre­garded. Consistent failure to meet delivery promises will be grounds for termination of the contract.
	2. If delay is foreseen, vendor shall give written notice to TWC who reserves the right to extend delivery date if reasons appear valid. Vendor must keep TWC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifica­tions authorizes TWC to purchase the ordered products elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. Any damages incurred by TWC as a result of the default may also be assessed to the defaulting vendor.
	3. Delivery shall be made on State business days between 8:00 am and 5:00 pm, unless prior approval has been obtained from TWC.
3. **VALIDATION, INSPECTION & TESTS**
	1. Vendor agrees to provide TWC with infor­mation necessary to validate any statements made in the vendor’s solicitation response, if requested by TWC. This may include, but is not limited to, allowing access for on-site observation, granting permission for TWC to verify information with third parties, allowing inspection of vendor’s records, and allowing inspection of plans for compliance.
	2. All goods will be subject to inspection and test by TWC to the extent practicable at all times and places. Tests may be performed on samples called for, or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods that have been delivered and rejected in whole, or in part may, at TWC's option, be returned to the vendor or held for disposition at vendor's risk and expense. Latent defects may result in revocation of acceptance.
4. **INVOICING INSTRUCTIONS**
	1. Invoices must be submitted to TWC according to the instructions on the PO to the named individual and theaddress indicated on the PO. Invoice must show TWC as the receiving agency.
	2. Submit invoice in duplicate. Upon request, one copy will be returned when making payment.
	3. Invoices mustinclude thename and address of vendor**,** which must be identical to the information stated on the PO.
	4. The TWCPO number and dateof the PO must be shown on all invoice copies.
	5. Invoice must have description of each item. Item numbers must be shown to correspond with the item numbers on the PO.
	6. Quantity and date delivered, unit of measure specified and total price of each item must be shown, all prices extended on the invoice, with all extensions on the invoice totaled, and the grand total shown.
	7. Discounts, if applicable, must be stated, extended, and deducted to arrive at a Net Total for the invoice.
	8. Trade-in values must be stated on the invoice.
5. **PAYMENT**
	1. TWC will incur no penalty for late payment if payment is made within thirty (30) days of acceptance of goods or services, or within thirty (30) days of receipt of an uncontested invoice submitted according to the instructions on the PO, whichever comes last.
	2. In no event shall use of the product by TWC, for any purpose during any phase of the acceptance testing, constitute acceptance of any product by TWC.
	3. Prior to any payment being made, the goods or services being invoiced must have been received and accepted by TWC.
6. **PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS**
	1. Vendor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright trade secret or other proprietary rights, violations or infringements arising from the State’s or Vendor’s use of acquisition of any services or other items provided to the State of Texas by Vendor or otherwise to which the State of Texas has access as a result of Vendor’s performance under this Contract, provided that the State shall notify Vendor of any such claim within a reasonable time of the State’s receiving notice of any such claim. If Vendor is notified of any claim subject to this section, Vendor shall notify TWC of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Vendor without TWC prior written approval. Vendor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including but not limited to, attorney’s fees and court costs, arising from such claim. Vendor shall pay all reasonable costs of the State’s counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest.
	2. Should the goods, or use of the goods, become the subject of a claim of infringement of a United States patent, trademark, copyright, trade secret or other proprietary rights**,** TWC may require the vendor to procure for TWC the right to continue using the goods, to replace or modify the same to remove the infringement, or to accept return of the goods.
	3. Vendor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.
	4. Vendor agrees that for the exclusive use by TWC for State business, TWC is free to reproduce without royalty, all manuals, publications, main­tenance programs, diagnostics and docu­men­tation pertaining to any product developed as a result of the contract.
7. **TERMINATION PROVISIONS**
	1. TWC reserves the right to immediately terminate any PO or contract resulting from or connected to this solicitation, in whole or in part, without recourse or penalty for breach of contract by the vendor.
	2. TWC reserves the right to terminate for convenience any PO or contract resulting from or connected to this solicitation, in whole or in part, without recourse or penalty upon TWC within thirty (30) days written notice, including but not limited to the following reasons:
		1. Failure to obtain or sustain funding from either Federal or State funding sources.
		2. Amendment or judicial interpretation of State or Federal laws or regulations that render fulfillment of the contract substantially unreasonable, impossible, or unnecessary.
	3. In the event of termination of the contract due to lack of funding or for the convenience of TWC, an equitable settlementwill be made based on the respective interests of the parties as of the date of termination.
	4. TWC expressly reserves any and all legal remedies to which it may be entitled to collect related to any and all damages directly or indirectly resulting from breach of contract, by the vendor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf the vendor.
	5. TWC shall retain ownership of all work products including deliverables, source and object code, and documentation in whatever form that they exist. In addition to any other provision, the vendor shall transfer title and deliver to the TWC any partially completed work products, deliverables, source and object code, or documentation that the vendor has produced or acquired in the performance of the contract.
8. **INFORMATION TECHNOLOGY (IT) PURCHASES:**
	1. During the term of the contract, the vendor must notify TWC whenever an engineering change is made that may affect TWC's use of the product. It will be the sole option of TWC to accept the change.
	2. Vendor represents that the product and all its elements, including, but not limited to, documentation and source code, meet the standards issued by the American National Standards Institute.
	3. Vendor agrees that TWC owns the source code to any jointly-developed application(s) resulting from the contract.
	4. As required by 1 TAC, Chapter 213:
		1. Effective September 1, 2006 State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
		2. Vendor shall provide TWC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d)), or indicate that the product/services accessibility information is available from the General Services Administration “Buy Accessible Wizard” (<http://www.buyaccessible.gov>). Vendors not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide TWC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at http://www.section 508.gov/.
		3. TWC will use either VPAT or the Buy Accessible Wizard to assess the degree of accessibility of a proposed product when making the procurement decision.
	5. Vendor shall follow Web Content and Accessibility Guidelines. (WCAG 2.0) as applicable for new websites, applications or redesigns.
	6. Texas Health and Safety Compliance
		1. Vendor hereby certifies its compliance with Subchapter Y, Chapter 361, Texas Health and Safety Code and the Texas Commission on Environmental Quality rules, 30 TAC, Chapter 328.
		2. Failure of a vendor to provide this certification shall render the vendor ineligible to participate in the bidding process. TWC shall reject the related bid and not evaluate it.
	7. Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer’s Managed Services product’s useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC, Chapter 202.
	8. As required by 1 TAC § 217.12, vendors of network hardware or software, as applicable, procured or leased by a state agency must certify that the network hardware or software has undergone independent certification testing for known and relevant vulnerabilities in accordance with Section 2059.060 of the Texas Government Code. When the TWC Executive Director or his or her designated representative(s) determines that it is in the best interests of the agency to proceed with a purchase or lease of network hardware or software, he or she will grant an exemption to the required certification.  Each exemption will provide a justification for the exemption, including relevant cost avoidance, reduction of undue burden, the intended usage or risk assessment of potential vulnerabilities.
9. **\*\*\*NOTE TO VENDORS: Any terms and conditions attached to a vendor’s solicitation response will not be considered unless the vendor specifically refers to them on the face of the first page of their response.**
10. **\*\*\*WARNING: Such terms and conditions may result in disqualifi­cation of the submitted vendor’s response. (e.g. responses with the laws of a State other than Texas, requirements for prepayment, limitations on remedies, etc.)**

## Attachment 2 – Offeror Agreement

Offeror must complete the following information, sign and return this page as part of their response to this solicitation. By signing below, the Offeror agrees to provide the items/services specified and to abide by all terms and conditions in this RFO and in any contract resulting from an award.

Any exceptions taken to the Terms and Conditions as set forth in this document must be identified in detail and accompany your response to this solicitation. Any exceptions not identified in detail at the time your response is submitted will not be considered. Please complete the following: [ ]  No exceptions taken OR [ ]  Yes, exception taken due to (state your reason):

The firm, fixed price per item listed on the Cost Worksheet must remain firm, fixed pricing from the date of contract award through the end of the contract period.

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| --- | --- | --- |
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| Signature of person authorized to make this agreement |  | Date Signed |
|  |  |  |
| Printed name of person signing above |  |  |

*OFFEROR INFORMATION*

|  |  |  |
| --- | --- | --- |
| Offeror Name: |  |  |
| Mailing Address: |  |  |
| Billing Address: (if different from above) |  |  |
| City, State & ZIP Code: |  |  |
| Phone No./Fax No.: |  |  |
| E-Mail Address: |  |  |
| Employer Identification No.: |  |  |
| Texas Identification No.: |  |  |

In an effort to minimize identity theft, every company/individual MUST have an Employer Identification Number (EIN), also known as a federal tax identification number prior to award of a contract. For information on obtaining your EIN, you may call 800-829-4933 or visit the following website: [https://www.irs.gov/businesses/small-businesses-self-employed/](https://www.irs.gov/businesses/small-businesses-self-employed)

The Texas Identification Number is the payee identification number assigned and used by the Texas Comptroller of Public Accounts (CPA) to process payment for goods/services. Enter this number in the space provided above if number is not pre-printed. If this number is not known, please visit <http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf> to set up a Texas Identification Number.

[ ]  Check here if you are a sole ownership or partnership and complete Section 3.21 of the TWC Terms and Conditions, Attachment 1.

## Attachment 3 – Offeror Questions & Answers Template

Offerors must submit their questions using this template, including the specific RFO Section and Page related to each question. TWC will respond in the same format and will include an Amended RFO if needed. The answers refer to a specific location in the RFO whenever possible. If similar questions are asked, TWC may reference a response to another question. If TWC modifies the RFO in response to an Offeror question, then TWC notes “Yes” in the last column on the right, RFO Modified to Clarify.

| **No.** | **RFO Section** | **Page** | **Question** | **Answer** | **RFO Modified to Clarify?** |
| --- | --- | --- | --- | --- | --- |
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## Attachment 4 – WIT Technical Summary

**WIT Technical Requirements and Architecture**

Three (3) major groups of users access the WIT Internet system:

* Job seekers – From a Workforce Center resource room or from outside the TWC firewall
* Employers - From a Workforce Center resource room or from outside the TWC firewall
* Staff – From their Workforce Center inside or outside the TWC firewall

The WIT application uses Secure Socket Layer (SSL) to encrypt sensitive information. The application meets State and federal requirements for Accessibility, including Section 508 of the Rehabilitation Act of 1973.

The WIT application consists of three (3) main components:

1. A web-based application written in Java (JDK 1.6) except for some batches which run off the mainframe (using JDK 1.5) using –
* Java Server Pages (JSP) version 1.2
* WebSphere Application Server (WAS) version 7
* Java Servlets version 2.3.
1. Interface and batch programs consisting of –
* Java programs executing in the Unix System Services (USS) environment of the mainframe to perform batch and interface processing
* COBOL programs executing in the USS environment of the mainframe to perform batch and interface processing
* Job control language (JCL) and MVS jobs to execute the Java applications.
1. A DB2 version 11 Universal Database (UDB) consisting of –
* Tables and views to store and access application data
* Stored procedures for data access from the web-based, interface and internal batch programs.
* SQLJ packages to reduce CPU scheduling overhead (compared to stored procedures) for read transactions.

Java programs for batch processing and interfaces support matching, expiring accounts and regular system maintenance. These programs run on the TWC production mainframe in the USS address space. TWC has approved this method of running batch programs and processes. The following techniques and tools are used to schedule these batch/background processes:

* Java programs – Perform the batch processing including interfaces. Where possible, WIT reuses the domain and business logic code written for the web portion of the application.
* COBOL programs – Perform large volume batch processing (purges).
* Zeke – Scheduling software package used to automate the execution of all batch jobs at TWC.
* BPXBATCH – Allows users to execute USS tasks from batch JCL jobs.
* JCL – Standard JCL jobs submitted out of Zeke invoke the BPXBATCH – This utility program invokes the Java programs.

## Attachment 5 – WIT Interface Summary

The table below contains a list of current WIT interfaces.

| **#** | **Direction** | **Mode / Frequency** | **System** | **Name** | **Overview** |
| --- | --- | --- | --- | --- | --- |
| 1 | Receive | BatchDaily | N/A | Upload Job Postings | External organizations can automatically post job postings on WIT through an XML interface. The interface uploads job postings and associates them to the relevant employer account.  |
| 2 | Receive | BatchWeekly | OAG | OAG Placement Tracking | Office of Attorney General (OAG) produces a weekly placement file. This interface compares the contacts in WIT to the OAG hire records and posts “hires” for all job seekers that appear in the OAG hire records. |
| 3 | Receive | BatchDaily | RRES | Status Interface | Staff can search for RRES claimants in WIT. Job seekers are marked as RRES claimants through this daily interface. This interface updates or inserts the RRES status and if applicable, inserts program code for all applicants registered with WIT.  |
| 4 | Send | BatchDaily | RRES | Letter Print Process | This interface takes the information needed to print the RRES Mandatory Orientation, Non-RRES Outreach Letters and sends it to be printed. |
| 5 | Receive | BatchWeekly | RRES | Master File Load | This interface takes the RRES master flat file and loads into DB2 tables.  |
| 6 | Send | BatchDaily | State Agencies | Send State of Texas Application (SOTA) | Transfer applications to state agencies of people who have applied for jobs. |
| 7 | Send and Receive | BatchDaily | Taleo Recruit (CAPPS) | CAPPS agencies’ job postings interfaced with WIT | Accenture sends job postings to WIT via Secure File Transfer Protocol (SFTP) and WIT sends applications to the CPA Electronic Funds Transfer (EFT) server.Future state: WIT replacement system initiates both transfers. |
| 8 | Receive | Real Time | TWIST | WIT Job Seeker Registration Interface | During registration, WIT will retrieve any existing job seeker information from TWIST to expedite the registration process for the job seeker and staff. The interface pre-fills the common registration elements as well as the work history and client group information. |
| 9 | Send | Real Time | TWIST | WIT Services Interface | TWIST staff can choose to view WIT services in TWIST for individual job seekers.  |
| 10 | Send | Real Time | TWIST | Non-ES | Staff can view non-ES for a job seeker from TWIST in real-time. |
| 11 | Send and Receive | Real Time | TWIST | Military Info Exchange | Military Info Exchange. |
| 12 | Send | Real Time | TWIST | Changed SSNs | Inquiry purposes. |
| 13 | Send | Real Time | TWIST | Merged SSNs | Inquiry purposes. |
| 14 | Send | Real Time & Batch Daily | TWIST | WIT Job Seeker Updates Interface | To keep TWIST and WIT in sync, any updates to job seeker information in WIT will be passed to TWIST real-time. WIT will also run through the Batch Transaction Queue table to send batch updates to TWIST. |
| 15 | Receive | Batch15 mins | TWIST | TWIST Customer Updates Interface | To keep TWIST and WIT in sync, any updates to customer information in TWIST will be passed to WIT in near real-time.* TWIST checks to see if customer record is in WIT
* TWIST inserts transaction record in the transaction table.
* WIT reads the transaction table at regular intervals and updates the applicant information in WIT
 |
| 16 | Receive | Batch15 mins | TWIST | Employment Services (ES) Interface | To keep TWIST and WIT services in sync, WIT will retrieve from TWIST, all ES that were added or modified. |
| 17 | Receive | BatchDaily | TWIST | Program Code Updates | To keep TWIST and WIT program codes in sync, WIT will retrieve TWIST program code information whenever a user accesses the Program Information page. |
| 18 | Receive | BatchDaily | TWIST | TWIST Program Codes Interface | TWIST sends a list of applicants whose program codes were updated during the day. WIT processes the program codes updates for each applicant. File is re-runnable. Prevent TWIST from adding/sending Foster Youths who have age greater than 24 years. Clean up of existing Foster Youths in WIT that have age greater than 24 years. |
| 19 | Receive  | BatchDaily | TWIST | Program Codes | TWIST Workforce programs of participants. |
| 20 | Send | BatchWeekly | TWIST | RRES Profiled and Letter Sent Data | This interface creates a file for TWIST of all profiled claimants added to WIT in the previous week and, also, anyone sent a letter in the previous week.  |
| 21 | Send | BatchWeekly | TWIST | RRES Load | Used by the Common Measures (CM) process to calculate the Unemployment Compensation (UC) Eligible Code attribute in CM tables. |
| 22 | Send | BatchWeekly | TWIST | Service History | Contains WIT Job Seeker services. Used for Workforce Performance Reporting. |
| 23 | Send | BatchWeekly | TWIST | Employers, WIT Employer Services | Used for Workforce Performance Reporting. |
| 24 | Send | BatchWeekly | TWIST | Disaster Data | Used in Workforce Performance Reporting to identify "Hurricane affected" Individuals. (Katrina/Rita). |
| 25 | Send | BatchWeekly | TWIST | User/Staff Profile | Inquiry purposes. |
| 26 | Send | BatchQuarterly | TWIST | Purged Applicants, Purged Services Archive Keys | We de-link the keys between TWIST/WIT to stop real time interface since applicant is purged. Also, we use this to keep the WIT services for the purged applicants for historical Workforce Performance Reporting. |
| 27 | Send | BatchQuarterly | TWIST | Service Purge | Purges WIT Job Seeker Services in TWIST using a file of purged SSNs from WIT quarterly. The "purged" records in TWIST are saved off to a purge history table. |
| 28 | Send | BatchQuarterly | TWIST | Service Purge Secondary | The Job Seeker Services "purged" records in TWIST are saved off to a purge history table. |
| 29 | Receive | Real Time | UI/ BENEFITS | UI Status at Registration | Certain WIT functionality is targeted towards UI claimants. Hence, UI claimants need to be identified in WIT. This interface is triggered during job seeker registration (Job Seeker Registration Step 1), if job seeker provides their SSN, to mark job seekers as UI claimants. |
| 30 | Send | Batch15 mins | UI/ BENEFITS | Address Updates – WIT to UI | Job Seeker addresses, when updated in WIT will be added to a transaction table and UI can read and utilize.  |
| 31 | Receive | BatchDaily | UI/ BENEFITS | Exhausted Claimants Interface | WIT must update a job seeker’s UI claim status with any changes in UI. This interface queries the UI Benefits system for a claimant’s status and updates WIT with any changes. |
| 32 | Receive | BatchDaily | UI/ BENEFITS | Address Updates – UI to WIT | Job seeker addresses in WIT will be synchronized with UI address for all claimants to ensure delivery of job match alerts (formerly call-ins). |
| 33 | Receive | BatchDaily | UI/ BENEFITS | Unregistered Claimants Interface | Most UI claimants are required to register for work within 3 days of filing their UI claim. This interface creates transactions to be processed by the Automatic Registration interfaces, which automatically generates work registrations for all claimants who failed to register within the first 7 days after filing.  |
| 34 | Receive | BatchDaily | UI/ BENEFITS | Automatic Registration | Most UI claimants are required to register for work within 3 days of filing their UI claim. This interface provides automatically generated work registrations for all claimants who failed to register within the first 7 days after filing. |
| 35 | Send | BatchDaily | UI/ BENEFITS | Job Match Alert - No Response  | No job match alert response received. Specific rules apply to UI claimants within WIT. This interface creates a list of all the UI claimants who do not respond to job match alerts. The interface also creates a list of all the claimants with non-compliant contact status. Formerly Call-in. |
| 36 | Send | BatchDaily | UI/ BENEFITS | Job Match Alert – Not Interested | Specific rules apply to UI claimants within WIT. This interface creates a list of all the UI claimants who responded “Not Interested” to job match alerts. The interface also creates a list of all the claimants with non-compliant contact status. Formerly Call-in. |
| 37 | Send | Batch Daily | UI/ BENEFITS | Inactive Job Seekers Interface | Specific rules apply to UI claimants within WIT. This interface creates a list of all the UI claimants who went inactive 7 days ago.  |
| 38 | Send | BatchDaily | UI/ BENEFITS | Contact Response Interface | Specific rules apply to UI claimants within WIT. This interface creates a list of all the UI claimants who had non-compliant responses to contacts. The interface also creates a list of all the claimants with non-compliant contact status.The interface also sends hired status to UI so that active claimants are investigated. The interface should not send delayed verification hires to UI since they usually fall outside the current claim. |
| 39 | Receive | BatchDaily | UI/ BENEFITS | UI Status at Claim Filing | Certain WIT functionality is targeted towards UI claimants. Hence, UI claimants need to be identified in WIT. This interface queries UI Benefits system to identify new and current claimants in order to activate them and update their UI code within WIT. |
| 40 | Receive | Real Time | UI/TAX | Employer Verification Interface | Interface queries the UI Tax employer table to verify the Tax ID provided by employers during registration.  |
| 41 | Send | BatchDaily | UI/TAX | UI Notification – Failure to Respond | This interface will notify the UI system of the UI claimants with a RRES scheduled orientation that does not have an associated RRES Orientation or RRES Exemption service. For the immediate time following the 4.3 release for RRES inclusion into WIT, continue to search the existing service records for missed orientations.  |
| 42 | Send | BatchDaily | UI/TAX | Job Match Alert – send letters | Staff can choose to send letters to job seekers through WIT. The Call-in system is responsible for printing these cards and mailing them to job seekers. This interface sends the print requests to the call-in system. Formerly Call-in System – print card interface. |
| 43 | Receive | BatchDaily(Sun-Fri) | UI/TAX | Auto-creation of employer indexing accounts | This job creates employer indexing accounts for all U.S. Job posting with a valid FEIN that do not match an existing employer indexing account. |
| 44 | Receive | BatchMonthly on 3rd Sat. | UI/TAX | Placement Tracking | UI Tax posts wage records every quarter after employers file their wages. This interface compares the contacts in WIT to the wage records and posts “hires” for all job seekers that appear in the wage records. |
| 45 | Receive | BatchDaily(Sun-Fri) | US.jobs | US.jobs load | Insert new U.S. Job Postings information or update U.S. Job Postings information for existing Closed and Not Closed accounts into External Job Posting table. |
| 46 | Receive | BatchQuarterly | Zip Code | Zip Code Updates | Periodically, zip codes and their boundaries are modified and must be reflected in WIT. |

## Attachment 6 – Labor Exchange Requirements and Response Sheet

| **REQ #** | **Requirement Description** | **Requirement Fully Met, Partially Met, Not Met.** | **Requirements Solution Description (1. Describe how Req. is or will be met2. Provide supporting documentation3. Identify system components that support Req.)** |
| --- | --- | --- | --- |
| **BUSINESS/FUNCTIONAL REQUIREMENTS** |
| 1 | The solution must provide an intuitive, user friendly, cost-effective, web-based system which provides a full range of Labor Exchange services for Texas job seekers, employers, and staff. Describe in detail all Job Seeker functions and how they operate (e.g., job matching, what data is used to identify a match, how matches are identified, who is alerted, jobs previously viewed, jobs applied for, note taking, reviewing activity history with Staff for assistance, how to quickly identify jobs with veterans’ preference, etc.).Describe in detail all Employer functions and how they operate.Describe in detail all Staff functions and how they operate. Describe why Job Seekers and Employers want to use Offeror’s solution instead of publicly available sites and what makes Offeror’s solution unique.Describe which services are automatically recorded upon completion of the activity in the system. Describe how integration with other Workforce technical solutions (e.g., Case Management) work together to streamline delivery of services. |  |  |
| 2 | The solution must include the ability to create and maintain customized microsites, such as Internship Challenge and EagleFord.jobs, to quickly enable initiatives focused on industry clusters and/or sectors (e.g., Healthcare, Bio-technology). The Offeror must include the number of microsites that could be established and maintained in parallel with the main Labor Exchange site and whether or not the microsites will be part of the main Labor Exchange system. |  |  |
| 3 | The solution must either interface with the TWC Internship Challenge Portal ([www.TXInternshipChallenge.com](http://www.txinternshipchallenge.com/)), which is a Commercial Off-The-Shelf product, recently configured and implemented for TWC OR the solution must:Allow employers (e.g., private employers, state agencies, other governmental entities, and institutions of higher education in the State of Texas) to make internship opportunities with their organization available and accessible online.Allow internship seekers to review and ultimately apply for the posted opportunities from within the system or referred to the employer’s website where they may apply. |  |  |
| 4 | The Offeror will describe how their solution incorporates customer relationship management (CRM) functionality and interfaces with existing CRM applications used by the local LWDBs. |  |  |
| 5 | The solution must include modern features available across the industry, including social media, personalized broadcasts and mass mailings. The solution must allow job seekers, if they opt-in, to share job postings on social media sites, including Facebook, Twitter and LinkedIn. The Offeror will describe how their solution will adapt to future social media platforms. |  |  |
| 6 | The solution must include the ability to access Texas jobs from other Texas websites (Spidering). The Offeror must describe what data is available including searches performed, job listings viewed, jobs applied for, employers visited, other links clicked, outcomes, etc. |  |  |
| 7 | The solution must capture the geographic mapping of job seekers and job openings. The Offeror must describe how job seekers and employers can use GIS information to make decisions. The solution should include mass transit information in GIS data. |  |  |
| 8 | The Offeror must describe if their solution provides internet-based support capabilities such as chat capabilities. |  |  |
| 9 | Employers have expressed concern that some résumés are active but appear to be outdated. The Offeror must describe how their solution can identify resumes that may contain out of date information or should be reviewed/refreshed by the Job Seeker.  |  |  |
| 10 | Job Seekers have expressed concern that some Job Postings are active but appear to be outdated. The Offeror must describe how their solution will archive Job Postings and notify the Employer prior to archiving. |  |  |
| 11 | The solution must include the ability to generate email and United States Postal Service (USPS) correspondence configurable by TWC. |  |  |
| 12 | The solution must maintain a log of correspondence sent to all entities, including information such as template version, variable data, date distributed, and proof of receipt when applicable. |  |  |
| 13 | The solution must provide spell checking in designated fields. |  |  |
| 14 | The solution will include Correspondence Templates/Forms/Emails:Allow authorized staff to create and maintain correspondence templates. Prepopulate templates based on requirements.Provide ability to add variable text to prepopulated templates.Provide ability to recreate/regenerate.Provide ability to customize for LWDB requirements (e.g., logo, contacts).Store templates and data (i.e., variable data, applicable template version) in centralized location. |  |  |
| 15 | The solution must be flexible and adaptable in post-implementation customization to meet TWC’s and partners’ needs. This includes the flexibility to bring other programs, services, or tracking online quickly in response to emergency programs (e.g., ARRA) or events (e.g., Hurricane Katrina).The Offeror must describe their approach to handling customization requests by TWC and its customers; the controls around that process, and how they are priced. |  |  |
| 16 | TWC’s employers have the following hierarchical relationships:Master Employer Account is established in the Tax system with employer Tax identification and FEIN.Master Employer Account can have one (1) or many Employer Accounts (or Business Units) identified by location and zip code.Employer accounts can have zero (0) to many Job Postings identified by job location and zip code.The Offeror must describe how their system can be configured to accommodate the hierarchical relationships of TWC’s employers.  |  |  |
| 17 | TWC’s organizational structure has the following hierarchical relationships:Workforce Development Division (state office) has oversight of all Boards.A Board/Workforce Area may contain multiple Local Offices.Local Offices are assigned Job Postings based on zip code.Local Offices are assigned Employer accounts and job seeker accounts based on zip code.The Offeror must describe how their system can be configured to accommodate TWC’s organizational structure. The Offeror must describe how their system adjusts to periodic changes to the organizational structure such as a new Local Office opening or an existing Local Office closure, Local Office new location, and zip code updates. |  |  |
| 18 | The Offeror must describe what components of the solution are configurable by TWC including functionality, look/feel, new fields, rules engine, etc. |  |  |
| 19 | The solution must incorporate a Staff Management model that ties Staff to specific Board contractors as required under WIOA § 116.  |  |  |
| 20 | The solution must provide for modifiable, template based customer and Staff surveys. |  |  |
| 21 | The Offeror must provide a summary of the training deliverables to include the Training Plan, Training Materials, Training Courses, System Configuration Training Plan, and Technical Support Training Plan referenced in Required Deliverable 8.  |  |  |
| 22 | The solution must display a user agreement for Job Seekers and Employers and acknowledge that the user read and accepts the agreement. TWC will provide the specific language. |  |  |
| 23 | The solution must support role-based access whether the roles are defined within the solution itself, TWC’s existing systems, or a third-party tool. TWS management and staff will require logons that allow them to act on behalf of either employers or job seekers. |  |  |
| 24 | The Offeror must describe their approach to ensure data quality and restrict late/changed data entry. |  |  |
| 25 | The Offeror must describe how they can adhere to TWC’s Website and Web Application Guidelines. |  |  |
| 26 | The solution must include the ability to upload a resume, automatically build a high-quality resume based on data entered, and to manage more than one (1) version of a resume on the system including identifying which resume to forward when applying for a position. |  |  |
| 27 | The solution will allow job seekers to search job listings on other labor exchanges (e.g., us.jobs, LinkedIn). The Offeror must describe what data is available including searches performed, job listings viewed, jobs applied for, employers visited, other links clicked, outcomes, etc. |  |  |
| 28 | The solution must allow Job Seekers to transfer data entered in the labor exchange system to employer sites to minimize multiple data entry. |  |  |
| 29 | The solution must include the ability to create, save, and update State of Texas employment applications, with versioning capabilities. |  |  |
| 30 | The solution must allow Job Seekers to build and manage more than one (1) state application. |  |  |
| 31 | Texas employers want job matching based on quality, not quantity. The solution must include the ability to perform advanced job matching to align worker capabilities to job requirements; identify market-responsive education and training needs; and analyze gaps in regional skills using O\*NET, detailed work activities, soft skills, careers, assessments, suitability, etc. |  |  |
| 32 | The Offeror must describe how their solution incorporates and supports development of and progress along Career Pathways. |  |  |
| 33 | The solution will allow Job Seekers to receive text messages or other notifications, if they opt-in, about job fairs, job opportunities, internships, apprenticeships, externships, and training. |  |  |
| 34 | The solution must include a Job Seeker dashboard to display information specific to that logged in Job Seeker such as employer events, job fairs, training and education services, and alerts. |  |  |
| 35 | The solution must enable the creation, maintenance and storage of a job seeker Individual Employability Plan (IEP). Solution will allow Job Seekers to print their IEP and upload a signed IEP as a document into the system.  |  |  |
| 36 | Solution will automatically record an IEP service upon completion of the IEP. |  |  |
| 37 | The solution must include a translation of military veteran terminology to private and public sector equivalent (e.g., military to civilian occupation translator found at <https://texasskillstowork.com/>).  |  |  |
| 38 | The solution must upload DD 214 forms and Verification of Disability letters for veteran Job Seekers. The Offeror must describe how the Job Seeker can optionally attach these documents to job posting and how the solution controls access to documents containing PII. |  |  |
| 39 | The solution must enable Employers to upload multiple job postings rather than input individual postings manually. The Offeror must describe this capability, how the job postings are uploaded, and any constraints (e.g., volumes; technical requirements; time between upload and display). |  |  |
| 40 | The solution must allow Employers to “push” Job Postings to Job Seekers based on criteria including education, skills, and certifications. |  |  |
| 41 | The solution must include an Employer dashboard to display information specific to that logged in Employer such as resumes of interest, recently reviewed resumes, saved searches, and job postings. |  |  |
| 42 | The solution must include the ability for employers, including external government employers (including federal, local, and other state agencies), to access demographic information on their job seekers for EEO compliance. |  |  |
| 43 | The solution must allow TWS Staff to identify those job seekers least likely to have positive outcomes without staff-assistance so that TWC can prioritize them for service. |  |  |
| 44 | The solution must include a system administration user interface that allows authorized TWS Staff to:Update dynamic reference data that business wants to control (e.g., poverty levels, cut off scores, error messages, office changes) in code tables, reference tables, or rules engine. Additional reference data may be added to this framework in subsequent components.Allow LWDB to store dynamic data unique to their LWDB area, but only related to existing state business rules, in order to support local service delivery (e.g., different redetermination periods). This does not indicate or imply that LWDBs will be allowed to modify state business rules that drive the application.Input and maintain messages and release notes that can be displayed on specifically identified system pages.Input and maintain messages to be displayed to individuals or groups for a specified audience during a specified date and time range. For example, system outage message for a specific geography.  |  |  |
| 45 | The solution must allow TWS Staff to record one (1) or multiple services (“Mass Entry”) for Job Seekers and Employers. The Offeror must describe how their solution will provide access to references for services (e.g., Service Matrix) when Staff are entering services in customer records. |  |  |
| 46 | The solution must allow TWS Staff to see a holistic view of a Job Seeker, including all associated programs and services, and displayed in a summary format. The solution must allow Staff to see a holistic view of an Employer including basic corporate information (name, address, tax account number, FEIN, etc.) and related employer accounts displayed in a summary format. |  |  |
| 47 | The solution will be able to identify active and non-active Job Seekers based on program criteria. |  |  |
| 48 | The solution will allow authorized Staff to add or edit demographic data. |  |  |
| 49 | The solution will enable the modification of the case status of customers. |  |  |
| 50 | The solution must accept customer assessment test outcomes including but not limited to Tests of Adult Basic Education (TABE) tests, WorkKeys, and Prove It. |  |  |
| 51 | The solution will allow for reminders and staff assignments based on customer data. |  |  |
| 52 | The solution must include links to reference documents such as TWC and Workforce Policies, Workforce Development letters, and technical assistance bulletins. |  |  |
| 53 | TWC’s Tax system is the Employer System of Record. The Offeror must describe their system’s process for vetting new employer accounts. The Offeror must describe how their vetting process eliminates scammers creating fake or fraudulent employer accounts. |  |  |
| 54 | The solution must allow Staff to lock and unlock an Employer account. |  |  |
| 55 | The Offeror must provide weekly, or more often, reports to designated TWS staff of system daily use by Texas job seekers and separate reports for usage by TWS staff, by time, location, and related measures. |  |  |
| 56 | The solution must provide a daily summary of new and reactivated priority populations (such as Veterans, Migrant and Season Farmworkers (MSFWs), Rapid Response (RR), and Foster Youth) as well as UI Auto-Registrations by LWDB Office. |  |  |
| 57 | The solution must track services provided to Job Seekers and Employers (automatic recording as well as staff selection of services), outcomes and export the information to the TWC reporting system and/or the TWC Data Warehouse (once implemented). |  |  |
| 58 | The solution must include the ability to use real-time labor market data within the system to support decision making. The solution must include the ability to analyze Statewide and regional labor supply and demand (e.g., visualization of geographic locations where jobs are located compared with where applicants live) and/or link to the existing TWC LMI tool. The solution must allow users to create reports.The solution will include a session-saving feature where people who use the system can come back later to pick up where they left off. |  |  |
| 59 | The solution must include the ability to produce reports for employers, workforce staff, and LWDBs (management reports, productivity, etc.), including reporting on customer traffic and customer flow in local Workforce Solutions Offices, similar to the current Workforce Center Customer Tracking (WCCT) application. |  |  |
| 60 | The Offeror must describe how their solution will be accessible via multiple Internet browsers. Specify the browsers and versions supported by the solution. |  |  |
| 61 | The solution must provide mobile capabilities which may include a mobile application or friendly on mobile devices through adaptive and responsive design.  |  |  |
| 62 | The solution must have the capability to display broadcast messages, banners, and alerts to users configurable by TWC. |  |  |
| 63 | The solution must display a TWC-approved, system use notification banner message before granting system access informing potential users that the user is accessing a Texas State Government information system. Notification wording to be provided by the Information Security Office (ISO).  |  |  |
| 64 | The Offeror must describe how their solution incorporates calendar functionality into their solution.  |  |  |
| 65 | The solution must provide integrated, on-line user guides based on the role of the user, which identify capability and functionality available to Job Seekers, Employers, and staff. |  |  |
| 66 | The Offeror solution must provide on-line user documentation that is indexed and searchable. The solution also must provide links to TWC sites such as those currently displayed on [www.workintexas.com](http://www.workintexas.com) (such as TWC Home and Contact Information). |  |  |
| 67 | The Offeror solution must provide separate, focused and customized on-line help at the system, function, screen, error, and field levels. |  |  |
| 68 | The solution must provide authorized users on demand access to reports, and related information for supervisory and management purposes. The solution may provide for the development of ad hoc reports by state and local staff. |  |  |
| 69 | The Offeror must describe their customer support approach at launch and long-term support offerings. The support must occur within the United States. |  |  |
| 70 | The solution must capture all data elements, including calculated fields, required by DOL for labor exchange programs, Rapid Response and Jobs for Veterans State Grants (JVSG) and be able to extract them to the TWC reporting system and/or the TWC Data Warehouse (once implemented). In addition, solution must extract posting/opening (including information on applicants and hires), employer/jobseeker information (including dates of service, demographics, types of service, outcomes, who provided services, etc.) to the TWC reporting system and/or the TWC Data Warehouse (once implemented). |  |  |
| 71 | The Offeror must describe how their solution collects data in accordance with applicable DOL reports and guidance on target population and reports on target populations. The Offeror must describe how their solution complies with DOL Training and Employment Guidance Letter No. 25-16, which is the State Foreign Labor Certification Activity Report (Employment & Training Administration (ETA) Form 9127). |  |  |
| 72 | The Offeror must describe how their solution identifies veterans and classifies veteran preference status. |  |  |
| 73 | The solution must include the ability to meet current TX state requirements, such as priority for Veterans (2-day hold) and other priority populations. The Offeror must describe how the solution can be updated to reflect changes in state requirements. |  |  |
| 74 | The Offeror must describe how their solution addresses priority of service (POS) “triage” for target populations such as Veterans, MSFWs, and Foster Youth. |  |  |
| 75 | The Offeror must describe how their solution complies with 20 CFR §§ 651-658 with respect to MSFWs. |  |  |
| 76 | The Offeror must describe how their solution identifies and tracks target populations such as Veterans, MSFWs, and Foster Youth in accordance with WIOA. |  |  |
| 77 | The solution must meet EIR accessibility requirements as defined in [Section 6.9](#_6.9_Electronic_Information). |  |  |
| 78 | The Offeror must agree that all data entered in to the Offeror-supplied solution, either by Texas job seeker clients, employers, local users, Texas Workforce Solutions staff or other State of Texas staff is the property of the TWC (“TWC Data”). TWC Data may not be released to other parties, including in aggregate form, without the express written permission of TWC. At the time of termination of this Contract for any purposes, all TWC Data must be provided to TWC in an acceptable electronic form and none of the TWC Data may remain on the Offeror’s system, after such event. |  |  |
| 79 | The Offeror must describe how and when they will meet future state and federal requirements including any associated costs. |  |  |
| 80 | The Offeror must describe how their solution can track services to participants funded through special grants. |  |  |
| 81 | The solution must meet TWC’s Records Retention Schedule (<https://www.tsl.texas.gov/sites/default/files/public/tslac/slrm/state/schedules/320.PDF>). |  |  |
| 82 | The solution must retain Job Seeker records for three (3) years after the last service was provided. Anytime the account is touched the counter starts over.The solution must flag Employer Accounts as inactive after one (1) year of inactivity.The solution must retain Job Postings for three (3) years from the closing date on the posting.The solution must retain Employer Accounts for three (3) years after the last service was provided OR as long as job postings exist for the account. |  |  |
| 83 | The solution must accommodate any change of DOL, Department of Education or related mandated data elements, categories, and/or reports per DOL deadlines without additional cost, including changes created through DOL approved waivers. |  |  |
| 84 | The Offeror must describe how their solution meets Reemployment Services Eligibility Assessment (RESEA) program requirements. |  |  |
| 85 | The Offeror must describe how their solution meets RRES program requirements.  |  |  |
| 86 | The solution must incorporate the use of the following codes:Classification Instructional Program (CIP) codes.County codes.Federal Interagency Commission on Education (FICE) codes.North American Industry Classification System (NAICS) codes.NAICS code that replaces a Standard Industrial Classification (SIC) code. Occupational Informational Network (O\*NET) codes.O\*NET code that replaces an Occupational Employment Statistics (OES) code.The solution must allow for the maintenance of existing codes, the creation of future codes, and have a process to easily update the solution to incorporate new standards as adopted by the appropriate body. |  |  |
| 87 | The proposed solution's externally-facing user interfaces must comply with the Texas Labor Code § 301.064 and support multiple languages. The inclusion of Spanish is required, and the inclusion of Vietnamese and German is preferred. |  |  |
| 88 | The solution must include a job seeker category indicator which provides for specific availability of job listings based on TWC program policies (such as a two (2) day hold for veterans). |  |  |
| 89 | The Offeror must describe their proposed business and technical Service Level Agreements (SLAs) for their solution and detail how they are measured. |  |  |
| **TECHNICAL/SYSTEM REQUIREMENTS** |
| 90 | The Offeror must describe their solution’s architecture. Describe the solution’s target technical environment specifications including its framework; scalability; and performance metrics. Show evidence that all security infrastructure protection layers are isolated from application layers and components in such a way that compromised application components may not bypass or compromise security infrastructure protection layers or other application layers (i.e., n-tier architecture, defense-in-depth).Address what other Workforce solutions or modules share a common platform and are integrated with the Labor Exchange solution. Address how the solution eliminates the need to support multiple technology applications and platforms. |  |  |
| 91 | The solution must include at a minimum dedicated test, production and training environments available to staff, users, and technical support. Production and non-Production environments must meet the same FedRAMP requirements whether in support of Agency operations or for testing. |  |  |
| 92 | The Offeror must provide a description of how they ensure that Web application software design and coding are in compliance with software development industry standards and address, at minimum, the most current Open Web Application Security Project (OWASP) Top 10 Most Serious Web App Vulnerabilities and SANS Top 25 Most Dangerous Programming Errors. |  |  |
| 93 | The Offeror must:Ensure proposed solutions that include in whole or in part cloud-based services have, or be able to obtain in a short, defined period of time, FedRAMP authorization, as independently verified and validated by a FedRAMP-accredited Third Party Assessment Organization.Comply with TWC requirement that all data remain in the United States. Describe how the proposed solution will protect TWC data from unauthorized disclosure, unauthorized access, misuse, such as role based access controls, encryption at rest and in transit, etc. Ensure the disposal of data in a manner that complies with the NIST Special Publication 800-88, Guidelines for Media Sanitization (<http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf>).Ensure the protection of TWC confidential information including PII at a minimum in accordance with NIST Special Publication 800-122, Guide to Protecting the Confidentiality of Personally Identifiable Information (PII).Comply with TWC’s minimum encryption of FIPS 140-2 validated 256bit AES and cryptographic hash function of SHA-256.Comply with TWC’s minimum cryptographic protocol of TLS 1.1 (with preference for TLS 1.2) for protecting the security and privacy of communications over a computer network including the Internet. |  |  |
| 94 | The Offeror must describe how they will address the following:Privacy Information Security Management Security Management Plan/System Security PlanContinuous Security Monitoring Security Governance ControlsVulnerability and Security Assessments Internal Data Security Protocols:* + Active Countermeasures
	+ Passive Countermeasures
	+ User Authentication
	+ Security Monitoring Systems
	+ Encryption
	+ Contracted “Hacking” Services
	+ Agent‐Based Monitoring Tools
	+ Event Correlation Software
	+ Automated Notification
	+ Dedicated Security Team

Audit and AccountabilityPersonnel Security ProtocolsData Processing Security SystemsPassword PolicyFacility Safeguards & SecurityPhysical Security Location of Data Incident Management and Response Plan DRBackup Network Controls including border perimeter controlsApplication Controls including Web Application FirewallChange managementRelease Management StrategySystem Development Life CycleSoftware Configuration Management (SCM) process, controls and toolsThe Offeror must engage in a continuous cycle of process improvement and vigilance to assess risks, monitor and test security protection, and implement change to protect TWC data. The Offeror must perform such continuous process improvement and upgrade to its security protection during the term of this Contract. |  |  |
| 95 | The Offeror must provide a Single Sign On capability between their solution and the Workforce / Unemployment Benefits Portal using OpenID or some other compatible token-based open ID system acceptable to both parties. |  |  |
| 96 | The Offeror solution’s authentication facilities must support the ability for the user to sign-in and reset their password to a new password using authentication criteria other than password (attributes known only to the user). |  |  |
| 97 | The Offeror must describe how their solution allows for expansion to use a future TWC-provided identity management platform to control sign on, provisioning, and role assignment. This identity management platform may integrate with the Offeror’s solution through Web services (WS-\*), including possible federation. |  |  |
| 98 | The solution must enable access to client records based on user authorizations, while not displaying confidential information elements not required by the intended use. |  |  |
| 99 | The Offeror solution must be designed and implemented so that personal, confidential, and sensitive information is secured by ensuring identification and authentication, authorization, and audit trails. The authorization method will limit access to information required by the requester’s business functions. |  |  |
| 100 | The Offeror solution must provide a secure mechanism to electronically transfer audit trail logs, on an on-going basis, to TWC. |  |  |
| 101 | The Offeror must provide details on securing production data in non-Production environments. As an alternative to maintaining production environment level FedRAMP requirements for all environments (i.e. encryption, access controls, etc.). As an alternative to maintaining production environment level FedRAMP requirements for all environments, the vendor may prescribe a strategy and methodology for both pre-and post-implementation describing all necessary data requirements and processes to secure data in non-Production environments. |  |  |
| 102 | The Offeror must provide copies of application security assessments of the current application that were conducted by an independent, third party specialist security firm. In addition, the Offeror must agree to supply copies of application security assessments of future releases of the application conducted by an independent, third party specialist security firm. The Offeror must receive approval from TWC and any other statutorily required review for the results prior to implementing any release. Offeror must allow TWC to perform security assessments prior to go live and periodically during the life of the systems use by TWC. |  |  |
| 103 | The Offeror must provide copies of enterprise security assessments or certification/accreditations performed by independent third-party specialist security firms in the past three (3) years. |  |  |
| 104 | The Offeror must describe how they will account for (i.e., to ensure the integrity of) all TWC Data upon receipt and ensure it is properly stored before, during, and after processing. The Offeror must store electronic and hard copy information in a place physically secure from access by unauthorized persons. |  |  |
| 105 | The Offeror must describe the hosting and processing of TWC’s confidential electronic records in a secure computer facility to ensure that:Where in-use on a shared computer system or any shared data storage system, appropriate information security protections are in place.Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means.Related output is given the same level of protection as required for the source material. |  |  |
| 106 | The Offeror must affirm that all software development will occur within the United States.  |  |  |
| 107 | The solution must meet or exceed the DCS standards for hardware refresh (five (5) year refresh). |  |  |
| 108 | The solution must meet or exceed the DCS standards for technical currency of hardware and software (n/n-1). |  |  |
| 109 | The solution must provide backup services, in accordance with the data retention and recovery requirements of the data. |  |  |
| 110 | The solution must provide for installation, configuration, and maintenance of all components of the system; including the operating system and other software components to insure upgrades and security patching activities are performed timely. |  |  |
| 111 | The Offeror must describe their mirroring and failover approach for their solution.  |  |  |
| 112 | The Offeror will provide TWC a DRBCP at least thirty (30) business days prior to solution implementation. |  |  |
| 113 | The solution must provide off-site media and DR support and services in accordance with the DR Plan, to include providing dedicated secure, off-site back-up storage for TWC data. |  |  |
| 114 | The Offeror will provide an annual briefing to the TWC related to its DRBCP and processes. |  |  |
| 115 | The Offeror must describe how their solution’s authentication facilities provide a configurable option to send notifications to the user for administrator-defined security events, such as password expiration. |  |  |
| 116 | The Offeror must provide interfaces with their solution as needed using industry standards such as the following: SOAP or REST web services. These services will be secured for usage based on the logged in user’s security using OpenID or some other compatible token-based open ID system acceptable to both parties and approved by TWC. Only registered users of the external interfaces will be allowed to access the API methods.For a list of current interfaces see [Attachment 5](#_Attachment_6_–_1) – WIT Interface Summary.  |  |  |
| 117 | The solution must accommodate DOL mandated data and report validation functions. |  |  |
| 118 | The solution must collect all data elements required to meet Federal, Texas and local, operational requirements and export the information to the TWC reporting system and/or the TWC Data Warehouse (once implemented). Data elements include but are not limited to:Extract of real-time LMI data (surveys, employer contact data).Customer information and demographics (initial and subsequent updates).Employer "demographics" (such as # employees; type of business) - both initial and subsequent updates.Outcomes from services provided (e.g., job development; contact referrals; job matches)Source of services (staff; non-staff/ employers; others).Career Pathways data that can be used for analysis in identifying paths to employment (dates of jobs; dates of credentials; career transitions).Credentials tracking (institutional ID; what credentials or certifications; when; where). |  |  |
| 119 | The Offeror must describe their approach for moving data between TWC’s operational and reporting databases. |  |  |
| 120 | The Offeror must describe how their solution will use transaction management and rollback functionality to ensure the integrity of the resources they access. |  |  |
| 121 | The solution must incorporate a “collect once use many” approach to data entry in order to eliminate redundant data entry. |  |  |
| 122 | The Offeror must describe how their solution will ensure database integrity between production database, any replicated reporting databases, and copies made for back-up and recovery. |  |  |
| 123 | The Offeror must describe how they will migrate data from the current system and perform any data cleansing. |  |  |
| 124 | The solution must normalize data to the highest extent possible. |  |  |
| 125 | The Offeror must describe how they will certify that if immediate purging of all data storage components is not possible, all TWC Data remaining in any storage component will be safeguarded to prevent unauthorized disclosures and physically transported to TWC. |  |  |
| 126 | The Offeror will certify (by letter verification and validation) that the TWC Data processed during the performance of this Agreement will be completely purged from all data storage components, and no output will be retained by the Offeror at the termination of contract agreement. |  |  |
| 127 | The Offeror must describe how they will synchronize data between their solution and any existing systems. |  |  |
| 128 | The solution must accept data uploads from any approved partner systems (e.g., employer job postings, US.jobs, etc.). |  |  |
| 129 | The Offeror must describe how they will allow TWC to access or view workforce data in a hosted solution. Examples of access or views include:UI needs access to main job seeker demographic information.UI needs access to data containing job seeker’s profiling information used for Rapid Re-Employment Services (RRES)/Reemployment Services and Eligibility Assessment (RESEA).UI needs access to job seeker’s scheduled Rapid Re-Employment Services (RRES)/Reemployment Services and Eligibility Assessment (RESEA) orientations and non-RRES outreach activities.UI needs access to data that contains services provided to job seeker or employer.UI needs access to job seeker’s UI status information as updated by WIT. UI needs access to job seeker’s profiling data for job seekers needing to be rescheduled for Rapid Re-Employment Services (RRES)/Reemployment Services and Eligibility Assessment (RESEA).UI needs access to job seeker’s ONET occupation information.Tax system needs access to NAICS codes to associate with employers. |  |  |
| 130 | The solution must include the ability to transfer data entered to employer sites to eliminate multiple points of data entry.  |  |  |
| 131 | The solution must be available twenty-four (24) hours a day, seven (7) days a week, including holidays, but excluding Offeror’s scheduled maintenance which is expected to be completed outside of Monday thru Friday, 5:00 a.m. to 12:00 a.m. Central Time. Whenever the system is not available, an advisory notice will be viewable to users. |  |  |
| 132 | The solution must provide system capacity allowing 25,000 concurrent users and be scalable for expansion. |  |  |
| 133 | The solution must support page refreshes in under 8 seconds measured at the 90th percentile. |  |  |
| 134 | The Offeror must describe how their solution will be scaled to meet increased demands for users and/or business functions. |  |  |
| 135 | The Offeror must describe how updates and changes to their solution will be communicated to ensure on-going operations are not adversely impacted. |  |  |
| 136 | The Offeror must describe their hosted solution’s availability and typical scheduled maintenance window. |  |  |
| 137 | The Offeror will inform TWC within thirty (30) minutes of the loss of any contracted services including the service(s) disrupted and estimated time of recovery. |  |  |
| 138 | The Offeror must describe their approach for allowing TWC to report system problems. |  |  |
| 139 | The Offeror must describe their approach to handling run time errors, such as web page errors, data type-related errors, function failures, divide by zero, not enough memory, transaction errors, etc. |  |  |
| 140 | The Offeror must create and maintain a technical resource guide readily available to TWC designated staff. |  |  |
| 141 | The solution must include log and issue tracking for problems, issues, changes, and requests. |  |  |
| 142 | The solution must eliminate a business need for continued development, maintenance, and support of the WIT and WIT Reports Systems. |  |  |
| 143 | The Offeror must describe how all software patches and new releases will be deployed with appropriate notification, instruction, and testing. |  |  |
| 144 | The Offeror must describe their organization’s patch management policy. |  |  |
| 145 | The Offeror must describe how they handle application and data structure changes to support new grants, legislatively mandated changes, disaster events, etc. |  |  |
| 146 | The Offeror must describe how they leverage usage data to improve their solution. |  |  |
| 147 | The Offeror must provide a product roadmap that outlines future releases, platform and environment upgrades and/or modifications, and their timing. |  |  |

## Attachment 7 – Deliverables Expectations Document

As detailed in the Section 2.2, a DED for each deliverable will be prepared by the TWC IT Project Manager based upon inputs from the Awarded Vendor and appropriate TWC program and IT stakeholders. Once approved by TWC, the DED will be incorporated into the Contract for all purposes and will be the tool used to monitor the Awarded Vendor’s work on the deliverable and for the deliverable acceptance criteria.

|  |
| --- |
| Deliverables Expectations Document (DED) |
| **Purchase Order #:** | **Project Sponsor:** |
| **Vendor Name:** | **Contract Award Date:** |
| **Vendor contact:** | **Phone:** |
| **E-mail:** | **FAX:** |
| **Deliverable Title:** |
| **Deliverable #:** | **Deliverable Price: $** |
| Deliverable Description: |
|  |
| **Date Due to TWC:** | **Date Received by TWC:** |
|  |
| **Project Name:** |
| **TWC Project Manager:** | **Phone:** |
| **E-mail:** | **FAX:** |
| **Deliverable** A**cceptance Criteria:** |
|  |
| **Approval Status:** |
|  **Approved:**  |
|  **Approved with Stipulations:** |
|  **Disapproved with Reason:** |
| Vendor Approval/Comments |
| **Approved by: Date:** |  |
| **Signature:** |
| **Comments:** |
| TWC Approval/Comments |
| **Approved by: Date:** |
| **Signature:** |
| **Comments:** |
|  |