

Texas Ethics Commission



**MODIFICATION AND MAINTENANCE
SERVICES
CONTRACT FOR
TEXAS ETHICS COMMISSION
ELECTRONIC FILING SYSTEM
CONTRACT # TEC-FY2026-001**

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Modification and Maintenance Services Contract for Texas Ethics Commission (TEC) Electronic Filing System

TABLE OF CONTENTS

1.	INFORMATION	4
1.1	OVERVIEW	4
1.2	PARTIES	4
1.3	POINTS OF CONTACT	5
2.	CONTRACT TERM AND RENEWAL OPTIONS	5
3.	TERMS AND CONDITIONS	6
4.	AUTHORIZED LOCAL AUTHORITIES	6
5.	SCOPE	7
5.1	TEC ELECTRONIC FILING SYSTEM	7
5.3	ALLOWABLE SERVICES	8
5.4	SOURCE CODE CHANGES AND MODIFICATIONS	9
5.5	USER ACCEPTANCE TESTING	10
5.6	ACCESSIBILITY	11
5.7	MAINTENANCE SERVICES	13
5.8	HOSTING SERVICES	14
5.9	ADDITIONAL VENDOR RESPONSIBILITIES	16
5.10	DEFECTS	17
5.11	WARRANTY	17
5.12	MEETINGS AND STATUS REPORTS	17
6.	GENERAL	19
6.1	BACKGROUND AND/OR CRIMINAL HISTORY INVESTIGATION	19
6.2	CONFIDENTIALITY	19
6.3	ANNUAL CYBERSECURITY TRAINING	19
6.4	TRAVEL	20
6.5	INSURANCE	20
7.	PRICING / INVOICING / PAYMENTS FOR TEC	21
7.1	PRICING	21
7.2	INVOICING	22
7.3	PAYMENT TERMS AND CONDITIONS	22
8.	PRICING / INVOICING / PAYMENTS – LOCAL AUTHORITY	23
8.1	PRICING	23
8.2	INVOICING	23
8.3	PAYMENT TERMS AND CONDITIONS	23
9.	TERMINATION	24
9.1	TERMINATION FOR NON-APPROPRIATION	24
9.2	TERMINATION FOR CONVENIENCE	24
9.3	TERMINATION FOR CAUSE	24

9.4	AGENCY RIGHTS UNDER TERMINATION	24
9.5	VENDOR RIGHTS UNDER TERMINATION	25
10.	EXECUTION.....	25

1. Information

1.1 Overview

This contract governs the terms and conditions under which RFD & Associates, Inc. (“Vendor”) will: 1) provide maintenance services to the Texas Ethics Commission (“TEC”) for the TEC’s electronic filing system; 2) provide enhancements to the TEC’s electronic filing system; and 3) provide the use of the TEC’s electronic filing software to Texas political subdivisions “Local Authorities.”

The TEC Electronic Filing System consists of: a core architecture framework and engine, a batch processor, several databases, a web-based internal management tool, personal computer/laptop and Mac desktop/MacBook and mobile web-based user filing applications for filing campaign finance, lobby, personal financial statement reports, Certificates of Interested Parties with the TEC, a local filing application for local filers to complete and generate PDF reports to file with a local filing authority.

This contract specifies the terms under which Vendor may provide services to provide the applications, load the database, modify the source code, provide cloud migration services and hosting, and provide ongoing maintenance and support for the TEC Electronic Filing System.

The TEC Electronic Filing System was developed by TEC who, under the terms of this contract, licenses the application for use by Local Authorities.

Ongoing support and maintenance services will be established and provided in accordance with the specifications contained in this contract.

Order of Precedence: This Contract will incorporate all of the following documents by reference (including their Attachments, Forms, Exhibits and Addenda) which constitute the entire Agreement. Any inconsistency among the documents shall be resolved in the order in which they are listed below.

1. DIR Contract DIR-CPO-5198 (which incorporates the DIR Request for Offer)
2. This Contract
3. Vendor’s response including Best and Final Offer (BAFO)
4. TEC RFO No. TEC-FY2025-001

1.2 Parties

This Contract is entered into by the TEC and Vendor.

In consideration of the mutual promises and agreements set forth in this Contract, TEC and Vendor agree as follows:

1.3 Points of Contact

The TEC technical point of contact for inquiries concerning this Contract is:

Jessie Haug
Texas Ethics Commission
Director, Computer Services Division
201 E. 14th St., SHB – 10th Floor
Austin, Texas 78701
Phone (512) 463-5816
jessie.haug@ethics.state.tx.us

The TEC business management point of contact for inquiries concerning this Contract is:

Margaret Sanchez
Texas Ethics Commission
Purchaser
201 E. 14th St., SHB – 10th Floor
Austin, Texas 78701
Phone (512) 463-5806
margaret.sanchez@ethics.state.tx.us

The Vendor points of contact are:

Scott T. Glover
RFD & Associates, Inc.
Chief Operating Officer
401 Camp Craft Rd.
Austin, TX 78746
Phone (512) 791-3600
sglover@rfdinc.com

Tom Lynch
RFD & Associates, Inc.
Client Engagement Manager
401 Camp Craft Rd.
Austin, TX 78746
Phone (512) 628-2621
tlynch@rfdinc.com

2. Contract Term and Renewal Options

The term of this Contract covers when contract is fully executed through August 31, 2027. TEC may extend this Contract, by amendment, for up to two (2) additional two-year terms, provided that the total Contract term does not extend beyond three (3) years after the expiration date of DIR Contract No. DIR-CPO-5198. Accordingly, the latest possible end date for this Contract is

May 14, 2031. If TEC elects to terminate the Contract prior to August 31, 2027, pricing in Section 7.1 shall be prorated accordingly.

The term for any agreement between a Local Authority and Vendor for Modification and Application Support Services shall be coterminous with this Contract. Maintenance service costs for the first year the Local Authority participates in this contract shall be pro-rated for the annual term under which the agreement between the Local Authority and Vendor was entered.

3. Terms and Conditions

The terms and conditions of this Contract shall govern all transactions by TEC and Local Filing Authorities under the Contract. The Contract may only be modified or amended upon mutual written agreement of TEC and Vendor.

Services available under this Contract are limited to the code modification and maintenance services described below. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of services described in this Contract.

Local Authorities shall not have the authority to modify the terms of the Contract; however, additional terms and conditions that do not conflict with this Contract and are acceptable to Vendor may be added in a written agreement and given effect. No additional term or condition added in a written agreement with a Local Authority can conflict with or diminish a term or condition of this Contract. No additional term or condition added in a written agreement issued by a Local Authority may impose an additional burden or obligation on the TEC without the TEC's written consent. In the event of a conflict between a Local Authority's written agreement and this Contract, this Contract term shall control.

Local Authorities may negotiate the terms and conditions of a written agreement with Vendor to suit their business needs. This includes negotiating and entering into a written agreement regarding services to be provided, acceptance criteria, status meetings and reports, information confidentiality and security requirements, and other terms specific to their written agreement under the Contract with Vendor.

4. Authorized Local Authorities

The Vendor may enter into agreements with Local Authorities for modification and maintenance services for the TEC Electronic Filing System consistent with this Contract.

The Vendor must provide the TEC a copy of each executed agreement with a Local Authority the Vendor has entered into an agreement for the use of the TEC Electronic Filing System within seven (7) days of entering into the agreement.

It will be the sole responsibility of each authorized Local Authority to enter into a contract with Vendor to provide modification and application management services. Local Authorities are eligible DIR customers. A Local Authority may award a procurement through the DIR Cooperative Contract for these services. In this case, the Local Authority will issue a Purchase

Order with reference to the DIR Master Contract to initiate the required services. A Local Authority may also award a procurement for the use of the TEC Electronic Filing System through other contracting vehicles (e.g. other cooperative purchasing programs, open market procurement, sole source). TEC will not be a party to these contracts.

Vendor must work with the Local Authority to ensure that Vendor has sufficient access to the hosted environment with the necessary credentials for Vendor to provide their modification and application management services.

5. Scope

Unless otherwise specified, Section 5, *Scope*, applies to both TEC and a Local Authority

5.1 TEC Electronic Filing System

The TEC Electronic Filing System consists of a core architecture framework and engine, a batch processor, several databases, a web-based internal management tool, personal computer/laptop and Mac desktop/MacBook and mobile web-based user filing applications for filing campaign finance reports, lobby reports, personal financial statement reports, and Form 1295 Certificates of Interested Parties with TEC, and a local filing application for local filers to complete and generate PDF reports to file with a local filing authority.

For the purposes of this contract, the TEC Electronic Filing System for TEC Contracting Entity maintenance and warranty purposes shall include:

- Filing Application Manager
- Campaign Finance Filing Application
- Personal Financial Statement Filing Application
- Lobby Filing Application
- Local Authority Filing Application
- Form 1295 Certificate of Interested Parties Filing Application
- Supporting framework/infrastructure/databases
- Page Helps

For the purposes of this contract, the TEC Electronic Filing System for license to Local Authority Contracting Entities shall include:

- Filing Application Manager
- Campaign Finance Filing Application
- Personal Financial Statement Filing Application
- Lobby Filing Application
- Supporting framework/infrastructure/databases
- Page Helps

The TEC Electronic Filing System is exclusive of the Vendor's batch processor and related source code. Vendor will grant a non-exclusive license to the TEC Contracting Entity to use Vendor's batch processor at no cost for this project.

The TEC Electronic Filing System is hosted in the AWS public cloud. Vendor must provide cloud hosting services. The TEC shall have oversight of the system's cybersecurity and must review and approve security measures for both the filing system and its cloud environment. Vendor shall adhere to the Texas Cybersecurity Framework (<https://dir.texas.gov/information-security/security-policy-and-planning/texas-cybersecurity-framework>) and provide evidence of compliance as required by the TEC Contracting Entity. Compliance evidence may include, but is not limited to, system baseline configurations, security patching, log monitoring, encryption methodologies, and network performance metrics, provided on a mutually agreed schedule.

Products are provided as owner-furnished. Off-the-shelf cloud products and applications that are not custom built that will be included in the project deliverables must be TX-RAMP certified.

Vendor is authorized to perform the services listed below in Section 5.3, *Allowable Services*, for the TEC Electronic Filing System on behalf of TEC and the Local Authorities (Contracting Entities). Services provided to a Contracted Entity by Vendor may be provided for a fee to be paid to Vendor by Contracting Entity.

5.2 Intellectual Property/Redistribution

5.2.1 The TEC shall retain all intellectual property rights to the TEC Electronic Filing System.

5.2.2 The vendor shall not redistribute the TEC Electronic Filing System source code.

5.2.3 Vendor shall not redistribute the TEC Electronic Filing System or its components except to those Local Authorities that have entered into agreement with Vendor to implement the TEC Electronic Filing System. Vendor shall provide the TEC Electronic Filing System to the authorized Local Authority that has entered into agreement with Vendor at no charge for the application. Local Authority implementation and maintenance costs will be negotiated between Vendor and each Local Authority Contracting Entity.

5.2.4 The TEC will provide the existing Page Help source code to Vendor for redistribution to authorized Local Authorities at no initial charge. Vendor may charge the Local Authority for required subsequent updates to the Page Help source code.

5.3 Allowable Services

Vendor is authorized to provide the services listed below to each Local Authority.

5.3.1 Hosting services as described below in Section 5.8.

5.3.2 Services to migrate the database of Local Authority to TEC Electronic Filing System.

5.3.3 Modifications as required by the Local Authority or TEC, including:

- 1) Code modifications required to maintain the applications to keep current with applicable law, industry standards, and to keep current with the underlying architecture and operating system technologies.

- 2) Modifications to the software to meet additional requirements specified by Local Authority provided that the requested changes do not reduce the functionality that complies with TEC filing requirements. Vendor shall comply with the following requirements:
 - A. The home page for the TEC Electronic Filing System shall remain unchanged except to modify the top logo bar with the name, logo, and color scheme of Local Authority that has been granted permission to use the system. The TEC copyright information must remain on the home page.
 - B. Vendor shall consult with TEC when there is a question concerning modifications by any Local Authority that may affect the minimum reporting requirements required by TEC.
- 3) Code modifications made to TEC instance of the TEC Electronic Filing System may be applied to the code base of any Local Authority. Code modifications made to the code base managed for any Local Authority may be applied to the code base for any other Local Authority or the TEC. However, no modifications shall be made to the Local Authority code base without notification, or the TEC if the TEC requested the change. The Local Authority is solely responsible for all applicable charges related to changes the Local Authority requested be made to their code base.
- 4) Documentation and documentation changes including, but not limited to, design documents, requirement documents, and Page Help documents as may be required for TEC or any Local Authority. This shall be inclusive of any initial updates to the Page Help for each Local Authority's instance of the TEC Electronic Filing System.
- 5) Other changes as may be deemed necessary and authorized by TEC.

5.3.4 Maintenance services as described below in Section 5.7.

5.3.5 Training in use of the TEC Electronic Filing System. Contracting Entities shall be provided the option to select training as agreed to in the resulting contract or to negotiate customized training requirements with Vendor.

5.4 Source Code Changes and Modifications

Section 5.4, *Source Code Changes and Modifications*, is a requirement for the TEC Contracting Entity and is a guideline for the Local Authority Contracting Entity.

If Source Code Changes and Modifications do not fall under already negotiated pricing for such a change or modification, the following process shall be used to identify the scope and cost of the requested changes. Pricing in this section shall be based on the hourly rates for the listed resources as reflected below in Section 7, *Pricing / Invoicing / Payments – TEC Contracting Entity*, or, for a Local Authority, Section 8, *Pricing / Invoicing / Payments – Local Authority Contracting Entity*.

5.4.1 The TEC Contracting Entity will provide written notice to Vendor's project manager describing and prioritizing the requested source code change(s) or modification(s). The TEC Contracting Entity will define the source code changes or modifications (i.e.,

purpose, scope, timeline, and any other unique requirements, constraints, and assumptions).

- 5.4.2 Unless a longer period is mutually agreed upon by the TEC Contracting Entity and Vendor, within seven (7) business days of receipt of notice from the TEC Contracting Entity, Vendor shall provide the following to the TEC Contracting Entity for their approval and acceptance:
- 1) Project Work Plan based on the source code changes or modifications requested;
 - 2) Recommended adjustments, if any, to the requested changes or modifications;
 - 3) Not to Exceed Pricing for the requested changes or modifications including, but not necessarily limited to a list of deliverables, resources required, number of hours for each resource, and hourly rate for the listed resource as reflected below in Section 7, *Pricing / Invoicing / Payments – TEC Contracting Entity*, or, for a Local Authority, Section 8, *Pricing / Invoicing / Payments – Local Authority Contracting Entity*;
 - 4) Recommended User Acceptance Testing requirements; and
 - 5) Proposed payment schedule based on the modifications requested with payment being made for work completed and accepted by the TEC Contracting Entity.
- 5.4.3 The TEC Contracting Entity and Vendor will mutually determine the requirements for any source code change or modification including acceptance testing requirements. If the TEC Contracting Entity chooses to proceed with the modification, a contract amendment, Purchase Order Change Notice (POCN), or other authorizing documentation, will be issued by the TEC Contracting Entity.
- 5.4.4 Vendor will have no obligation to perform and the TEC Contracting Entity will not pay for any modification services that are performed prior to the effective date of the contract amendment, or POCN, or other official documentation authorizing the modification services.
- 5.4.5 User Acceptance Testing, as described in Section 5.5, shall be conducted for each change or modification.
- 5.4.6 For each change or modification, Vendor shall update the necessary TEC Contracting Entity project documentation including requirements and design documentation.
- 5.4.7 Services shall be billed for actual hours worked. No payment will be made for any source code change or modification until such change has been accepted following successful completion of the mutually agreed upon testing requirements and written notice of acceptance, including acceptance of project documentation, has been issued by the TEC Contracting Entity.

5.5 User Acceptance Testing

Section 5.5, *User Acceptance Testing*, is a requirement for the TEC Contracting Entity and is a guideline for the Local Authority Contracting Entity.

Vendor and TEC Contracting Entity will mutually determine the requirements to plan, schedule, test, and document each system modification.

5.5.1 For each deliverable, the TEC Contracting Entity will conduct User Acceptance Testing (UAT) in collaboration with Vendor. Acceptance criteria may include, but are not limited to:

- 1) Design Review;
- 2) Code Inspection;
- 3) Report Output;
- 4) Documentation;
- 5) Configuration; and
- 6) Test Results.

5.5.2 UAT test scenarios and scripts for each stage shall be developed in collaboration between the TEC Contracting Entity and Vendor, and agreed to prior to initiating the respective UAT task. Vendor will provide the TEC Contracting Entity access to Vendor's defect tracking system to support the deliverable validation process.

5.5.3 Modification acceptance will occur upon the following:

- 1) All deliverables have been received by the TEC Contracting Entity.
- 2) All validation and verification steps have been satisfactorily completed.
- 3) All requirements of UAT have been successfully met.
- 4) The TEC Contracting Entity has provided to Vendor a written notice of acceptance of the modification.

5.6 Accessibility

To the greatest extent possible, the TEC Electronic Filing System, including all modified instances, shall be compliant with the following Uniform Electronic and Information Resources (EIR) Accessibility Clause and applicable standards and guidelines contained in the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG), latest edition. Contracting Entities may include additional accessibility requirements, but may not diminish these requirements.

5.6.1 Uniform EIR Accessibility Clause

1) Applicability.

This section applies if the contract requires Vendor to procure or develop EIR for Contracting Entity, or to change any of Contracting Entity's EIR. This section also applies if the contract requires Vendor to perform a service or supply goods that include EIR that: (i) Contracting Entity employees are required or permitted to access; or (ii) members of the public are required or permitted to access.

This section does not apply to incidental uses of EIR in the performance of a contract, unless the parties agree that the EIR will become property of the State or will be used by TEC after completion of the contract.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product/service.

2) Definitions.

- A. "Accessibility Standards" means the Electronic and Information Resources Accessibility Standards and the Web Site Accessibility Standards/Specifications.
- B. "Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes, but is not limited to, telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.
- C. "Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in Title 1, Texas Administrative Code, Chapter 213.
- D. "Web Site Accessibility Standards/Specifications" means standards contained in Title 1, Texas Administrative Code, Chapter 206.
- E. "Products" means information resources technologies that are, or are related to, EIR.

3) Accessibility Requirements.

Under Texas Government Code, Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, Contracting Entity must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, Vendor must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

4) Evaluation, Testing, and Monitoring.

- A. Contracting Entity may review, test, evaluate, and monitor Vendor's Products and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation, and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.

Neither (1) the review, testing (including acceptance testing), evaluation, or monitoring of any Product, nor (2) the absence of such review, testing, evaluation, or monitoring, will result in a waiver of the State's right to contest Vendor's assertion of compliance with the Accessibility Standards.

- B. Vendor agrees to cooperate fully and provide Contracting Entity and its representatives timely access to Products, records, and other items and information needed to conduct such review, testing, evaluation, and monitoring.

5) Representations and Warranties.

- A. Vendor represents and warrants that: (i) as of the effective date of the contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the State or TEC after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless Contracting Entity uses the Products in a manner that renders it noncompliant.
- B. In the event Vendor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Vendor represents and warrants that it will, in a timely manner and at no cost to Contracting Entity, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, and upgrading of the Product, or providing a suitable substitute.
- C. Vendor acknowledges and agrees that these representations and warranties are essential inducements on which Contracting Entity relies in awarding this contract.
- D. Vendor's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.

6) Remedies.

- A. Pursuant to Texas Government Code, Section 2054.465, neither Vendor nor any other person has cause of action against Contracting Entity for a claim of a failure to comply with Texas Government Code, Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
- B. In the event of a breach of Vendor's representations and warranties, Vendor will be liable for direct and consequential damages and any other remedies to which Contracting Entity may be entitled. This remedy is cumulative of any and all other remedies to which Contracting Entity may be entitled under this contract and other applicable law.

5.7 Maintenance Services

Section 5.7, *Maintenance Services*, is a requirement for the TEC Contracting Entity and is a guideline for the Local Authority Contracting Entity.

Maintenance services to include, but not limited to, correction of defects to software, database, and documentation shall be provided. At a minimum, maintenance services shall include the following:

- 5.7.1 Unless otherwise mutually agreed to by the TEC Contracting Entity and Vendor, Vendor shall provide maintenance and production support for the TEC Electronic Filing System to help ensure 24x7 uptime outside of the normal application maintenance windows.

- 5.7.2 Maintenance and production support shall be scheduled with the TEC Contracting Entity and should occur outside of standard business hours to minimize disruption to the ability to use the TEC Electronic Filing System.
- 5.7.3 Maintenance services for the TEC Contracting Entity shall include applying fixes for identified/reported defects and furnishing routine, scheduled update services that include solution-specific patches, bundles, maintenance packs, and service packs required to maintain the as-implemented security, performance, availability, and functionality of the system.
- 5.7.4 Unless otherwise mutually agreed to by TEC Contracting Entity and Vendor, Vendor shall provide on-site, telephone, e-mail, and/or remote meeting availability Monday through Sunday as necessary and if requested by the TEC Contracting Entity.
- 5.7.5 Vendor shall respond to a notification from the TEC Contracting Entity of an issue or defect with the TEC Electronic Filing System in accordance with the criteria stated below in the Support Response Table. The TEC Contracting Entity shall have sole authority in determining the severity and support level of each notification sent to Vendor by the TEC Contracting Entity.

Support Response Table for TEC Contracting Entity:

Severity	Description	Support Level	Support Response
Critical - High	An incident that results in a critical business impact. This could include loss of service, data loss or corruption, or the inability to complete processing or workflows within the application.	One	Within 2 hours to return initial e-mail or phone call.
Non-Critical -Significant	An incident that results in a significant business impact. The system is operational, with workarounds or partial services.	Two	Within 24 hours to return initial e-mail or phone call.
Non-Critical - Low	An incident that results in a low business impact. All core functionality remains operable, but changes are still required.	Three	Within 48 hours to return initial e-mail or phone call.

5.8 Hosting Services

- 5.8.1 Vendor shall host the TEC Contracting Entity’s in the AWS Public Cloud. For Local Authorities, the Vendor is licensed to establish the TEC Electronic Filing System in the AWS

Public Cloud, a hosted environment to be provided by the Local Authority, hosted on the Local Authority's own equipment, or a hosted environment provided through a third-party vendor.

5.8.2 Vendor must provide cloud hosting services for the TEC Contracting Entity:

- 1) Vendor shall provision and manage all necessary AWS services required to support the software, including but not limited to compute, storage, networking, monitoring, and security services. These may include services such as EC2, S3, RDS, CloudWatch, IAM, and others as reasonably required to maintain system performance, availability, and security.
- 2) Vendor shall provision Third-party software and dependencies, including CrowdStrike Falcon and Dynatrace.
- 3) Vendor is responsible for licensing, configuration, and support.
 - a. Vendor shall be responsible for managing and paying for AWS services.
 - b. Vendor shall procure licenses for third-party software listed in 2) above.

5.8.3 Hosting responsibilities include:

- Provision and maintain AWS infrastructure required to support the software.
- Ensure high availability, scalability, and performance of the hosted environment.
- Apply regular updates and patches to the hosting environment.

5.8.4 Security and Compliance

- The TEC shall have oversight of the system's cybersecurity and must review and approve security measures for both the filing system and its cloud environment.
- Vendor shall adhere to the Texas Cybersecurity Framework (<https://dir.texas.gov/information-security/security-policy-and-planning/texas-cybersecurity-framework>) and provide evidence of compliance as required by the TEC Contracting Entity. Compliance evidence may include, but is not limited to, system baseline configurations, security patching, log monitoring, encryption methodologies, and network performance metrics, provided on a mutually agreed schedule

5.8.5 Service Levels

- Ensure 24x7 uptime outside of the normal application maintenance windows.
- Provide 24/7 monitoring and incidence response.
- Notify the Contracting Entity of any scheduled maintenance at least 48 hours in advance.

5.8.6 Data Ownership and Access

- The Contracting Entity retains full ownership of all its data.
- Vendor shall provide data export capabilities upon request or contract termination.

5.8.7 Backup and Disaster Recovery

- Perform daily backups with a minimum 30-day retention.
- Maintain an RTO of 4 hours and an RPO of 1 hour.

5.8.8 Termination and Transition

- Upon termination, Vendor shall assist with data export and transition to a new hosting provider environment.

5.9 Additional Vendor Responsibilities

Section 5.9, *Additional Vendor Responsibilities*, is a requirement for the TEC Contracting Entity and is a guideline for a Local Authority Contracting Entity.

5.9.1 Vendor shall, for the TEC Contracting Entity:

- 1) Be prepared for rapid response times and expedited resolution activities for issues that arise around the TEC Contracting Entity's filing deadlines as determined by the TEC Contracting Entity.
- 2) Respond to requests for assistance in troubleshooting problems, applying fixes, or performing other important maintenance tasks during non-business hours as established by the *Support Response Table* provided in Section 5.7.5. Responses may be via telephone, e-mail, or remote meeting, as appropriate. For the purposes of this contract, the TEC Contracting Entity business hours are Monday through Friday, from 8:00 A.M. to 5:00 P.M. Central Time. The TEC Contracting Entity and Vendor will exchange non-business hours contact information.
- 3) Correct verifiable and reproducible errors. The term "error" shall be interpreted to include defects in the system application documented processes, database design, or code defects.
- 4) Provide a web-based defect tracking/reporting system that is available to staff of the TEC Contracting Entity.
- 5) Furnish routine, scheduled update services that include solution-specific patches, bundles, maintenance packs, and service packs required to maintain the as-implemented security, performance, availability, and functionality of the system.
- 6) Coordinate as applicable with the TEC Contracting Entity regarding planned system application maintenance.
- 7) Facilitate efforts by the TEC Contracting Entity to secure and back up application data to ensure business continuity or disaster recovery.
- 8) Assist the TEC Contracting Entity as necessary during hardware or operating system upgrades in order to minimize application interruptions. Hardware and operating system upgrades are the responsibility of the TEC Contracting Entity.
- 9) Participate in scheduled Disaster Recovery exercises with the TEC Contracting Entity.

5.9.2 For each modification performed or as otherwise required for the TEC Contracting Entity, Vendor shall update the TEC Contracting Entity requirements and design documentation to reflect the current state of the TEC Electronic Filing System. Section

5.9.2 is a guideline for a Local Authority Contracting Entity's applicable documentation and additionally may include Page Help documentation.

5.10 Defects

Each Contracting Entity will notify Vendor of any defect identified with their instance of the TEC Electronic Filing System. For any defects in the TEC Electronic Filing System that are brought to the attention of, identified by, or corrected by Vendor, Vendor shall provide notification of the defect to the TEC Contracting Entity within two (2) business days for Critical Defects and five (5) business days for non-critical defects as defined by the *Support Response Table* in Section 5.7.5. At a minimum, this notification shall identify the defect, the information necessary to correct the defect, if known, and those instances of the TEC Electronic Filing System that may be affected by the defect. Additionally, Vendor shall also provide notification of the defect to all Local Authorities that may be affected.

Each Contracting Entity will determine whether to correct all, none, or a subset of the defects to their instance of the TEC Electronic Filing System. The redistribution of all defect fixes shall be managed by Vendor.

5.11 Warranty

Section 5.11, *Warranty*, is a requirement for the TEC Contracting Entity and is a guideline for a Local Authority Contracting Entity.

The TEC Contracting Entity shall have 30 days from the date of signature on Vendor's invoice to inform Vendor of its determination that Vendor had made errors in the completed deliverable. The TEC Contracting Entity will immediately inform Vendor of the TEC Contracting Entity's determination of the errors. Vendor shall correct the errors and make revisions as are necessary so that the deliverables complained of are acceptable to the TEC Contracting Entity and shall be corrected without cost to TEC Contracting Entity. Correction is limited to rework of errors without change to the original specifications and without regard to the amount of the effort expended on the original deliverable.

5.12 Meetings and Status Reports

Section 5.12, *Meetings and Status Reports*, is a requirement for the TEC Contracting Entity and is a guideline for a Local Authority Contracting Entity.

5.12.1 Defect Meetings

Defect meetings will occur on a frequency mutually determined by TEC Contracting Entity and Vendor. Defect meetings may also include any Local Authority that is or may be affected by an identified defect. Defect meetings shall cover, but are not necessarily limited to the following:

- 1) Defect list, containing all known defects, provided by Vendor and made available to the TEC Contracting Entity prior to the meeting;
- 2) Current defect prioritization;

- 3) Discussion of defects in progress; and
- 4) Discussion of new issues that have not been entered into the defect tracking system.

The TEC Contracting Entity reserves the right to reprioritize any defect to meet the then-current needs.

5.12.2 Status Updates

Vendor shall provide Status Updates to the TEC Contracting Entity for any changes or modifications affecting the TEC Contracting Entity that require less than 40 hours to complete. Communication between Vendor and the TEC Contracting Entity will occur by e-mail and telephone communications with formal notifications documented in the Monthly Status Report as set forth in Section 5.12.4, *Monthly Status Reports*.

5.12.3 Weekly Status Reports

Weekly written status reports shall be provided by Vendor to the TEC Contracting Entity for any source code changes or modifications affecting the TEC Contracting Entity that require 40 or more hours to complete. Unless otherwise mutually agreed to by the TEC Contracting Entity and Vendor, weekly status reports shall be provided no later than 4:00 p.m. each Friday. Weekly status reports shall include, but are not limited to the following:

- 1) Tasks Completed;
- 2) Tasks in Progress;
- 3) Work To Be Initiated During the Next Period;
- 4) Issues Requiring Management Attention including, but not limited to, any problems that may delay performance and proposed corrective action, as well as any failure, delay, or inadequacy of the TEC Contracting Entity's performance; and
- 5) Status of Defects being corrected.

5.12.4 Monthly Status Reports

Vendor shall provide monthly written status reports to the TEC Contracting Entity for all related activities initiated, in progress, or completed during the month being reported. Unless otherwise mutually agreed to by the TEC Contracting Entity and Vendor, monthly status reports shall be provided no later than close of business on the seventh calendar day of each month. Monthly status reports shall include, but are not limited to the following:

- 1) Tasks Completed;
- 2) Tasks in Progress;
- 3) Work to be Initiated during the Next Period;
- 4) Issues Requiring Management Attention including, but not limited to, any problems that may delay performance and proposed corrective action, as well as any failure, delay, or inadequacy of the TEC Contracting Entity's performance; and
- 5) Status of Defects being corrected.

6. General

6.1 Background and/or Criminal History Investigation

Prior to commencement of any services, Vendor may be required to conduct background and/or criminal history investigation of Vendor's employees and subcontractors who will be providing services under the resulting contract. Criminal background checks shall be performed at Vendor's expense. Criminal background checks are for criminal convictions or deferred adjudications entered into in any local, state, or federal jurisdiction in the United States of America. Vendor shall notify TEC prior to duty assignment if worker assigned to this contract is on a work release program or has been convicted of a felony. TEC reserves the right to refuse the services of any personnel based on the results of these checks.

Background checks will not be required more than once every 12 months for a specified employee unless requested for cause.

6.2 Confidentiality

In providing services under this contract, Vendor will have access to confidential information related to each Contracting Entity. Therefore, Vendor may be required to execute a non-disclosure/confidentiality agreement with each Contracting Entity.

Information obtained by Vendor in the performance of this Contract shall be used only for the purposes of carrying out the provisions of this Contract. Inspection by or disclosure of any such information to anyone other than an officer or employee of Vendor or Contracting Entity, other than for the purposes of carrying out, and in accordance with, the provisions of this Contract, shall require prior written approval of Contracting Entity.

Vendor shall implement and document a comprehensive information security program. Vendor shall use, implement, and document reasonable and appropriate security practices to make information secure. If the security of any shared data is compromised or breached by Vendor, subcontractors, or third-party vendors, Vendor shall notify Contracting Entity immediately, and no later than 12 hours after discovery of the potential compromise or breach. Vendor shall be liable to Contracting Entity for any compromise or breach whatsoever and shall be liable for all reasonable and appropriate costs (as determined by Contracting Entity) associated with remedying the compromise or breach.

6.3 Annual Cybersecurity Training

Texas Gov't Code 2054.519 and 2054.5191 require Vendor and each subcontractor, officer, or employee of Vendor who will have access to the TEC's computer systems and/or databases to annually complete a certified cybersecurity training program. The TEC shall specify the certified training program and the timeframe in which the training must be completed. Vendor shall ensure that each such officer, employee, or subcontractor has completed the required cybersecurity training.

6.4 Travel

No travel is allowed under this contract unless approved in writing in advance by Contracting Entity. If travel is authorized by Contracting Entity, travel shall be in accordance with the travel policy and guidelines of Contracting Entity.

6.5 Insurance

As a condition of this Contract, Vendor shall provide the listed insurance coverage within five (5) business days of execution of the Contract. Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to Contracting Entity within five (5) business days following the execution of a Purchase Order or Contract for services under this agreement. All required insurance must be issued by companies that are A rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. Contracting Entity and TEC will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor thereunder. The minimum acceptable insurance provisions are as follows:

1) **Commercial General Liability**

Commercial General Liability must include a combined single limit of \$1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of \$2,000,000. Agencies may require additional Umbrella/Excess Liability insurance.

2) **Professional Liability: \$1,000,000 limit.**

3) **Commercial Crime Policy to include Blanket Employee Theft, Computer Fraud, and Funds Transfer Fraud: \$1,000,000 limit.**

The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR, and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

4) **Workers' Compensation Insurance**

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (Tex Labor Code, Chs, 401 through 419) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE POLICY LIMIT, AND \$1,000,000 PER DISEASE PER EMPLOYEE.

If Vendor uses employer vehicles to conduct work on behalf of TEC or a Contracting Entity, Vendor shall provide the insurance coverage listed below.

5) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence, and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of TEC and/or Contracting Entity:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

7. Pricing / Invoicing / Payments for TEC

This section details pricing and payment terms applicable to the TEC. Full invoicing requirements will be provided to the Vendor by TEC upon commencement of the Contract. In addition, the following invoicing requirements shall also apply. TEC will not make payment on any invoice containing omissions or errors.

7.1 Pricing

Pricing for the TEC Contracting Entity for maintenance services based on the maintenance scope described in Section 5.1 is \$350,000 per 2026 and 2027 fiscal contract year. The payment schedule is as follows:

Pricing Details

Fiscal Year	Payment Schedule
FY2026 Contract execution- 8/31/2026	\$350,000
FY2027 9/1/2026-8/31/2027	\$350,000
TOTAL	\$700,0000

Contract Total Value not to exceed \$2,766,000.00 (total value is the amount after all renewal options have been applied).

TEC has the option to purchase additional hours for changes under Section 5.4 *Source Code Changes and Modifications* from the Vendor at a blended hourly rate of \$150/hour on an as needed basis.

Pricing for application hosting shall include all AWS products and services as well as products purchased separately. Pricing below:

Fiscal Year	Application Hosting and Related Products	Not-to-Exceed (NTE) Annual Amount
FY2026 Contract execution- 8/31/2026	CrowdStrike Falcon	NTE \$1,000.00
	Dynatrace	NTE \$10,000.00
	AWS hosting	NTE \$100,000.00
FY2027 9/1/2026-8/31/2027	CrowdStrike Falcon	NTE \$1,000.00
	Dynatrace	NTE \$10,000.00
	AWS hosting	NTE \$100,000.00
TOTAL		NTE \$222,000.00

The Vendor shall bill the TEC quarterly in arrears for the actual cost of Application Hosting and Related Products. RFD will bill actual amounts, quarterly in arrears, and RFD accepts the risk of actual costs exceeding the NTE pricing in the Application Hosting and Related Products table.

7.2 Invoicing

The Vendor may submit annual invoices to TEC as defined in the above *Pricing Details* table.

Enhancement hours purchased by TEC for changes under Section 5.4 *Source Code Changes and Modifications* will be invoiced by the Vendor separately after such hours are formally requested by TEC and agreed to by the Vendor.

To receive payment, the Vendor must submit two itemized invoice statements to TEC, which should include, but are not limited to:

- Vendor’s mailing and email address
- Vendor’s telephone number
- Name and telephone number of a person designated by the Vendor to answer questions regarding the invoice
- TEC requisition, purchase order or Contract number
- TEC’s name, agency number, and delivery address
- Valid Texas identification number (TIN) issued by the Comptroller of Public Accounts
- Description of the goods or services, in sufficient detail to identify the order relating to the invoice
- Quantities and unit of measures corresponding with the referenced order.

7.3 Payment Terms and Conditions

TEC payments will be made in 30 or fewer days from receipt of an uncontested invoice.

8. Pricing / Invoicing / Payments – Local Authority

8.1 Pricing

This section details pricing terms applicable to a Local Authority. Local Authority implementation and maintenance costs will be negotiated between Vendor and each Local Authority Contracting Entity. Maintenance pricing for each Local Authority Contracting Entity will be based on the scope of features negotiated for implementation between the Vendor and the Local Authority Contracting Entity, plus any customizations required by the Local Authority Contracting Entity. Pricing will be based on the following Vendor hourly rate:

Pricing Details for Hourly Vendor Rate

Hourly Rates for Source Code Change and Modification Services as stated in Section 5.4	
Classification	Hourly Fee
Blended hourly rate across all labor categories	\$150/hour

Pricing Details for Training

Vendor may provide training services to Local Authority Contracting Entities that have entered into agreement with Vendor to implement the TEC Electronic Filing System. Prices for training options include, but are not limited to:

Training Pricing	
Classification	Hourly Fee
Hands-on training sessions - Remote	\$130/hour
Hands-on training sessions - Onsite	\$130/hour + travel
Online Training Class	\$130/hour
Informative Help	Included

8.2 Invoicing

Invoicing will be negotiated between the Vendor and the approved Local Authority Contracting Entity.

8.3 Payment Terms and Conditions

Payment terms and conditions will be negotiated between the Vendor and the Local Authority Contracting Entity.

9. Termination

9.1 Termination for Non-Appropriation

TEC may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the Texas legislature on behalf of state agencies; or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of nonappropriation, the Vendor will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if TEC has accepted delivery of the product or services, TEC is obligated to pay for the product or services. In the event of such termination, TEC will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

9.2 Termination for Convenience

TEC may terminate the Contract, in whole or in part, by giving the Vendor (30) calendar days written notice. The Vendor may terminate the Contract by giving TEC (30) calendar days written notice. In the event the Contract is terminated for convenience, the Vendor shall reimburse TEC for undelivered products and services for which TEC has made payment. In the event that a change order is issued under this Contract, and the change order has not been completed at the time of termination, TEC will pay Vendor at the time and materials rate for hours worked under the change order up to the time of notification.

9.3 Termination for Cause

Either TEC or the Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. In the event the Contract is terminated for cause, the Vendor shall reimburse TEC for undelivered products and services for which TEC has made payment. In the event that a change order is issued under this Contract, and the change order has not been completed at the time of termination, TEC will pay Vendor at the time and materials rate for hours worked under the change order up to the time of notification.

9.4 Agency Rights Under Termination

In the event the Contract expires or is terminated for any reason, TEC shall retain its rights under the Contract issued prior to the termination or expiration of the Contract. If this Contract is

terminated for any reason, TEC and the State of Texas shall not be liable to the Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination.

9.5 Vendor Rights Under Termination

In the event a Purchase Order expires or is terminated, TEC shall pay all amounts due for products or services ordered prior to the effective termination date and ultimately accepted. If this Contract is terminated for any reason, the Vendor may be entitled to the remedies provided in Government Code Chapter 2260.

10. Execution

This Contract is executed to be effective as of the date of the last party to sign.

 RFD & Associates, Inc.

Authorized By: DocuSigned by:
Scott T. Glover
1C8E1EDDB96E4B4...

Name: Scott T. Glover

Title: Chief Operating Officer

Date: 12/23/2025

THE STATE OF TEXAS, acting by and through the TEXAS ETHICS COMMISSION

Authorized By: 

Name: James Tinley

Title: Executive Director

Date: 1-8-26

**THE STATE OF TEXAS, acting by and through the Texas Department of
Information Resources (DIR)**

Authorized By: DocuSigned by:
Lisa Massock
EACA16B7EFC8463... _____

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 1/15/2026 | 11:53 AM CST

Texas Ethics Commission



REQUEST FOR OFFER # TEC-FY2025-001

MODIFICATION AND MAINTENANCE SERVICES
FOR
TEXAS ETHICS COMMISSION
ELECTRONIC FILING SYSTEM

James Tinley
Executive Director
Texas Ethics Commission
201 E. 14th Street, 10th Floor
Austin, TX 78701

Release Date: July 10, 2025
Deadline for Submission: August 08, 2025 5:00 PM CT

**RFO for Modification and Maintenance Services for
Texas Ethics Commission (TEC) Electronic Filing System**

Table of Contents

1.	INTRODUCTION.....	3
2.	CONTRACT TERM.....	3
3.	TERMS AND CONDITIONS.....	3
4.	AUTHORIZED LOCAL AUTHORITIES.....	4
5.	SCOPE.....	4
5.1	TEC ELECTRONIC FILING SYSTEM.....	4
5.2	INTELLECTUAL PROPERTY/REDISTRIBUTION	5
5.3	ALLOWABLE SERVICES	6
5.4	SOURCE CODE CHANGES AND MODIFICATIONS	6
5.5	USER ACCEPTANCE TESTING	7
5.6	ACCESSIBILITY	8
5.7	MAINTENANCE SERVICES.....	10
5.8	ADDITIONAL VENDOR RESPONSIBILITIES.....	11
5.9	DEFECTS	12
5.10	WARRANTY.....	12
5.11	MEETINGS AND STATUS REPORTS.....	12
6.	GENERAL.....	13
6.1	BACKGROUND AND/OR CRIMINAL HISTORY INVESTIGATION	13
6.2	CONFIDENTIALITY	14
6.3	ANNUAL CYBERSECURITY TRAINING	14
6.4	TRAVEL.....	14
6.5	INSURANCE.....	14
7.	PROPOSAL AND SUBMISSION INFORMATION	15
7.1	POINT OF CONTACT	15
7.2	CONTACT WITH TEC STAFF	15
7.3	ANTICIPATED SCHEDULE.....	16
7.4	HISTORICALLY UNDERUTILIZED BUSINESSES	16
7.5	VENDOR QUALIFICATIONS.....	17
7.6	RESPONSE DEADLINE AND SUBMISSION REQUIREMENTS.....	18
8.	EVALUATION, NEGOTIATIONS, AND AWARD.....	22
8.1	EVALUATION OF RESPONSES	22
8.2	EVALUATION CRITERIA	23
8.3	REVISED OFFER	23
8.4	NEGOTIATIONS	23
8.5	AWARD OF CONTRACT.....	23
9.	ATTACHMENT A.....	24
10.	ATTACHMENT B.....	31

1. Introduction

This Request for Offer (RFO) specifies the terms under which a Vendor may provide services to provide the applications, load the database, modify the source code, provide cloud hosting, and provide maintenance for the web-based Texas Ethics Commission (TEC) Electronic Filing System. The TEC Electronic Filing System was developed by TEC who may license the application for use by designated Texas county and city governments. TEC is soliciting these services on behalf of itself and all Local Authorities who may be authorized by TEC to use the TEC Electronic Filing System.

For purposes of this RFO, Local Authorities are Texas political subdivisions that may request to be licensed to use the Electronic Filing System. For purposes of this RFO, Contracting Entities are the Local Authorities that are licensed to use the Electronic Filing System and that enter into a contract with the awarded Vendor for services described above. Additionally, for purposes of this RFO, the TEC is a Contracting Entity if it enters into a contract with the awarded Vendor for the services described above.

RFD & Associates, Inc., developed the TEC Electronic Filing System on behalf of TEC, but TEC's intent is to contract with a Respondent who provides the best value proposal in response to this RFO and is qualified to deliver all the specified criteria for the TEC Electronic Filing System. Respondents must be an active DIR Vendor with a relevant DIR Cooperative Contract and provide the contract number with their response.

The contract issued as a result of this solicitation may be utilized by TEC and all Local Authorities who have been authorized by TEC to use the TEC Electronic Filing System.

2. Contract Term

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR. Prior to expiration of the original term, TEC may extend the Contract, by amendment, for up to two (2) additional two-year terms. TEC in its sole discretion, may extend this period for up to an additional six (6) months, or for such additional time as TEC deems necessary to ensure the completion of services.

The term for any agreement between a Local Authority and Vendor for Modification and Application Support Services shall be coterminous with this contract. Maintenance service costs for the first year the Local Authority participates in this contract shall be pro-rated for the annual term under which the agreement between the Local Authority and Vendor was entered.

3. Terms and Conditions

The terms and conditions of the Contract shall govern all transactions by Contracting Entities under the Contract. DIR contract terms and conditions take precedence. The Contract may only be modified or amended upon mutual written agreement of TEC and Vendor.

Services available under this Contract are limited to the code modification and maintenance services described below. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of services awarded based on the RFO #TEC-FY2025-001.

Contracting Entities, other than the TEC, shall not have the authority to modify the terms of the Contract; however, additional Contracting Entity terms and conditions that do not conflict with the Contract and are acceptable to Vendor may be added in a written agreement and given effect. No additional term or condition added in a written agreement issued by a Contracting Entity can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a Contracting Entity's written

agreement and the Contract, the Contract term shall control, unless the term in question enhances the Contracting Entity's rights or remedies.

Contracting Entities may negotiate the terms and conditions of a written agreement with Vendor to suit their business needs. This includes negotiating and entering into a written agreement regarding services to be provided, acceptance criteria, status meetings and reports, information confidentiality and security requirements, and other terms specific to their written agreement under the Contract with Vendor.

4. Authorized Local Authorities

TEC may enter into interlocal cooperation contracts with Local Authorities authorizing the use of the TEC Electronic Filing System. Local Authorities that are authorized to use the TEC Electronic Filing System must contract with the awarded Vendor from this solicitation in order to receive modification and maintenance services for the TEC Electronic Filing System.

TEC will notify Vendor in writing of each Local Authority for which TEC has entered into an agreement to allow use of the TEC Electronic Filing System. This notification will include the contact information for the Local Authority and any special terms that may have been negotiated in the contract between TEC and the Local Authority. TEC will notify Vendor in writing of any changes regarding a Local Authority's approval to use the TEC Electronic Filing System.

It will be the sole responsibility of each authorized Local Authority to enter into a contract with Vendor to provide modification and application management services. Local Authorities are eligible DIR customers. A Local Authority may award a procurement through the DIR Cooperative Contract for such services as described in this RFO. Each authorized Local Authority will issue a Purchase Order with reference to the DIR Master Contract to initiate the required services. TEC will not be a party to these contracts. Each Local Authority may negotiate additional terms and conditions of a contract to meet their business requirements. Any such negotiated terms and conditions will not impact the underlying contract between TEC and Vendor.

Vendor must work with the approved Local Authority to ensure that Vendor has sufficient access to the hosted environment with the necessary credentials for Vendor to provide their modification and application management services.

5. Scope

Unless otherwise specified, Section 5, Scope, applies to both TEC as a Contracting Entity and a Local Authority as a Contracting Entity.

5.1 TEC Electronic Filing System

The TEC Electronic Filing System consists of a core architecture framework and engine, a batch processor, several databases, a web-based internal management tool, web-based user filing applications for filing campaign finance reports, lobby reports, personal financial statement reports, and Form 1295 Certificates of Interested Parties with TEC, and a local filing application for local filers to complete and generate PDF reports to file with a local filing authority.

For the purposes of this contract, the TEC Electronic Filing System for TEC Contracting Entity maintenance and warranty purposes shall include:

- Filing Application Manager
- Campaign Finance Filing Application

- Personal Financial Statement Filing Application
- Lobby Filing Application
- Local Authority Filing Application
- Form 1295 Certificate of Interested Parties Filing Application
- Supporting framework/infrastructure/databases
- Page Helps

For the purposes of this contract, the TEC Electronic Filing System for license to Local Authority Contracting Entities shall include:

- Filing Application Manager
- Campaign Finance Filing Application
- Lobby Finance Filing Application
- Personal Financial Statement Filing Application
- Supporting framework/infrastructure
- Page Helps

The TEC Electronic Filing System does not include the Vendor's batch processor and related source code. Vendor will grant a non-exclusive license to the TEC Contracting Entity to use Vendor's batch processor at no cost for this project.

The TEC Electronic Filing System is hosted in the AWS public cloud. Vendor must provide cloud hosting services. The TEC Contracting Entity shall have oversight of the system's cybersecurity and must review and approve security measures for both the filing system and its cloud environment. Vendor shall adhere to the Texas Cybersecurity Framework (<https://dir.texas.gov/information-security/security-policy-and-planning/texas-cybersecurity-framework>) and provide evidence of compliance as required by the TEC Contracting Entity. Compliance evidence may include, but is not limited to, system baseline configurations, security patching, log monitoring, encryption methodologies, and network performance metrics, provided on a mutually agreed schedule.

Products are provided as owner furnished. Off-the-shelf cloud products and applications that are not custom built that will be included in the project deliverables must be TX-RAMP certified.

Vendor is authorized to perform the services listed below in Section 5.3, Allowable Services, for the TEC Electronic Filing System on behalf of TEC and the Local Authorities (Contracting Entities). Services provided to a Contracted Entity by Vendor may be provided for a fee to be paid to Vendor by Contracting Entity.

5.2 Intellectual Property/Redistribution

5.2.1 The TEC shall retain all intellectual property rights to the TEC Electronic Filing System.

5.2.2 Vendor shall not disclose the TEC Electronic Filing System source code.

5.2.3 Vendor shall not allow the use of the software products except to those Local Authorities for whom the Vendor has provided written approval to TEC for use of the TEC Electronic Filing System. Vendor shall provide the TEC Electronic Filing System to each authorized Local Authority at no charge for the application.

5.2.4 The TEC Contracting Entity will provide the existing Page Help source code to Vendor for redistribution to authorized Local Authorities at no initial charge. Vendor may charge the Local Authority for required subsequent updates to the Page Help source code.

5.3 Allowable Services

Vendor is authorized to provide the services listed below to each Contracting Entity.

- 5.3.1 Vendor is licensed to establish the TEC Electronic Filing System in a hosted environment to be provided by Contracting Entity. The hosted environment may be on Contracting Entity's own equipment or provided through a third-party vendor.
- 5.3.2 Vendor shall provide services to migrate the database of Contracting Entity to TEC Electronic Filing System.
- 5.3.3 Vendor shall provide Code Modifications as required by Contracting Entity. This shall include:
 - 1) Code modifications required to maintain the applications to keep current with applicable law, industry standards, and to keep current with the underlying architecture and operating system technologies.
 - 2) Modifications to the software to meet additional requirements specified by Contracting Entity provided that the requested changes do not reduce the functionality that complies with TEC filing requirements. Vendor shall comply with the following requirements:
 - A. The home page of the TEC Electronic Filing System shall remain unchanged except to modify the top logo bar with the name, logo, and color scheme of Contracting Entity that has been granted permission to use the system. The Texas Ethics Commission copyright information must remain on the home page.
 - B. Vendor shall consult with TEC when there is a question concerning modifications by any Contracting Entity that may affect the minimum reporting requirements required by TEC.
 - 3) Code modifications made to TEC instance of the TEC Electronic Filing System may be applied to the code base of any Contracting Entity. Code modifications made to the code base managed for any Local Authority may be applied to the code base for any other Contracting Entity. However, no modifications shall be made to the code managed for any Contracting Entity without the written approval of Contracting Entity. Each Contracting Entity will be solely responsible for all applicable charges related to their code base.
 - 4) Documentation and documentation changes including, but not limited to, design documents, requirement documents, and Page Help documents as may be required for TEC or any Local Authority. This shall be inclusive of any initial updates to the Page Help for each Local Authority's instance of the TEC Electronic Filing System.
 - 5) Other changes, as may be deemed necessary and authorized by TEC.
- 5.3.4 Maintenance services as described below in Section 5.7.
- 5.3.5 Training in use of the TEC Electronic Filing System. As part of their response to this RFO, Respondent shall propose how this training is to be provided. Contracting Entities shall be provided the option to select training as agreed to in the resulting contract or to negotiate customized training requirements with Vendor.

5.4 Source Code Changes and Modifications

Section 5.4, Source Code Changes and Modifications, is a requirement for the TEC Contracting Entity and is a guideline for the Local Authority Contracting Entity.

If Source Code Changes and Modifications do not fall under already negotiated pricing for such a change or modification, the following process shall be used to identify the scope and cost of the requested changes. Pricing in this section shall be based on the hourly rates for the listed resources as reflected below in Attachment B, Pricing for Modification and Maintenance Services for TEC Electronic Filing System.

- 5.4.1 The TEC Contracting Entity will provide written notice to Vendor's project manager describing and prioritizing the requested source code change(s) or modification(s). The TEC Contracting Entity will define the source code changes or modifications (i.e., purpose, scope, timeline, and any other unique requirements, constraints, and assumptions).
- 5.4.2 Unless a longer period is mutually agreed upon by the TEC Contracting Entity and Vendor, within seven (7) business days of receipt of notice from the TEC Contracting Entity, Vendor shall provide the following to the TEC Contracting Entity for their approval and acceptance:
 - 1) Project Work Plan based on the source code changes or modifications requested;
 - 2) Recommended adjustments, if any, to the requested changes or modifications;
 - 3) Not to Exceed Pricing for the requested changes or modifications including, but not necessarily limited to a list of deliverables, resources required, number of hours for each resource, and hourly rate for the listed resource as reflected below in Attachment B, Pricing for Modification and Maintenance Services for TEC Electronic Filing System;
 - 4) Recommended User Acceptance Testing requirements; and
 - 5) Proposed payment schedule based on the modifications requested with payment being made for work completed and accepted by the TEC Contracting Entity.
- 5.4.3 The TEC Contracting Entity and Vendor will mutually determine the requirements for any source code change or modification including acceptance testing requirements. If the TEC Contracting Entity chooses to proceed with the modification, a contract amendment, Purchase Order Change Notice (POCN), or other authorizing documentation, will be issued by the TEC Contracting Entity.
- 5.4.4 Vendor will have no obligation to perform and the TEC Contracting Entity will not pay for any modification services that are performed prior to the effective date of the contract amendment, or POCN, or other official documentation authorizing the modification services.
- 5.4.5 User Acceptance Testing, as described in Section 5.5, shall be conducted for each change or modification.
- 5.4.6 For each change or modification, Vendor shall update the necessary TEC Contracting Entity project documentation including requirements and design documentation.
- 5.4.7 Services shall be billed for actual hours worked. No payment will be made for any source code change or modification until such change has been accepted following successful completion of the mutually agreed upon testing requirements and written notice of acceptance, including acceptance of project documentation, has been issued by the TEC Contracting Entity.

5.5 User Acceptance Testing

Section 5.5, User Acceptance Testing, is a requirement for the TEC Contracting Entity and is a guideline for the Local Authority Contracting Entity.

Vendor and TEC Contracting Entity will mutually determine the requirements to plan, schedule, test, and document each system modification.

5.5.1 For each deliverable, the TEC Contracting Entity will conduct User Acceptance Testing (UAT) in collaboration with Vendor. Acceptance criteria may include, but are not limited to:

- 1) Design Review;
- 2) Code Inspection;
- 3) Report Output;
- 4) Documentation;
- 5) Configuration; and
- 6) Test Results.

5.5.2 UAT test scenarios and scripts for each stage shall be developed in collaboration between the TEC Contracting Entity and Vendor, and agreed to prior to initiating the respective UAT task. Vendor will provide the TEC Contracting Entity access to Vendor's defect tracking system to support the deliverable validation process.

5.5.3 Modification acceptance will occur upon the following:

- 1) All deliverables have been received by the TEC Contracting Entity.
- 2) All validation and verification steps have been satisfactorily completed.
- 3) All requirements of UAT have been successfully met.
- 4) The TEC Contracting Entity has provided to Vendor a written notice of acceptance of the modification.

5.6 Accessibility

To the greatest extent possible, the TEC Electronic Filing System, including all modified instances, shall be compliant with the following Uniform Electronic and Information Resources (EIR) Accessibility Clause and applicable standards and guidelines contained in the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG), latest edition. Contracting Entities may include additional accessibility requirements, but may not diminish these requirements.

5.6.1 Uniform EIR Accessibility Clause

1) **Applicability.**

This section applies if the contract requires Vendor to procure or develop EIR for Contracting Entity, or to change any of Contracting Entity's EIR. This section also applies if the contract requires Vendor to perform a service or supply goods that include EIR that: (i) Contracting Entity employees are required or permitted to access; or (ii) members of the public are required or permitted to access.

This section does not apply to incidental uses of EIR in the performance of a contract, unless the parties agree that the EIR will become property of the State or will be used by TEC after completion of the contract.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product/service.

2) **Definitions.**

- A. "Accessibility Standards" means the Electronic and Information Resources Accessibility Standards and the Web Site Accessibility Standards/Specifications.
- B. "Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes, but is not limited to, telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and facsimile machines.
- C. "Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in Title 1, Texas Administrative Code, Chapter 213.
- D. "Web Site Accessibility Standards/Specifications" means standards contained in Title 1, Texas Administrative Code, Chapter 206.
- E. "Products" means information resources technologies that are, or are related to, EIR.

3) Accessibility Requirements.

Under Texas Government Code, Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, Contracting Entity must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, Vendor must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

4) Evaluation, Testing, and Monitoring.

- A. Contracting Entity may review, test, evaluate, and monitor Vendor's Products and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation, and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.

Neither (1) the review, testing (including acceptance testing), evaluation, or monitoring of any Product, nor (2) the absence of such review, testing, evaluation, or monitoring, will result in a waiver of the State's right to contest Vendor's assertion of compliance with the Accessibility Standards.

- B. Vendor agrees to cooperate fully and provide Contracting Entity and its representatives timely access to Products, records, and other items and information needed to conduct such review, testing, evaluation, and monitoring.

5) Representations and Warranties.

- A. Vendor represents and warrants that: (i) as of the effective date of the contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the State or TEC after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless Contracting Entity uses the Products in a manner that renders it noncompliant.
- B. In the event Vendor should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Vendor represents and warrants that it will, in a timely manner and at no cost to Contracting Entity, perform all necessary steps to satisfy the Accessibility Standards,

- including but not limited to remediation, replacement, and upgrading of the Product, or providing a suitable substitute.
- C. Vendor acknowledges and agrees that these representations and warranties are essential inducements on which Contracting Entity relies in awarding this contract.
 - D. Vendor's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.
- 6) Remedies.
- A. Pursuant to Texas Government Code, Section 2054.465, neither Vendor nor any other person has cause of action against Contracting Entity for a claim of a failure to comply with Texas Government Code, Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
 - B. In the event of a breach of Vendor's representations and warranties, Vendor will be liable for direct and consequential damages and any other remedies to which Contracting Entity may be entitled. This remedy is cumulative of any and all other remedies to which Contracting Entity may be entitled under this contract and other applicable law.

5.7 Maintenance Services

Section 5.7, Maintenance Services, is a requirement for the TEC Contracting Entity and is a guideline for the Local Authority Contracting Entity.

Maintenance services to include, but not limited to, correction of defects to software, database, and documentation shall be provided. At a minimum, maintenance services shall include the following:

- 5.7.1 Unless otherwise mutually agreed to by the TEC Contracting Entity and Vendor, Vendor shall provide maintenance and production support for the TEC Electronic Filing System to help ensure 24x7 uptime outside of the normal application maintenance windows.
- 5.7.2 Maintenance and production support shall be scheduled with the TEC Contracting Entity and should occur outside of standard business hours to minimize disruption to the ability to use the TEC Electronic Filing System.
- 5.7.3 Maintenance services for the TEC Contracting Entity shall include applying fixes for identified/reported defects and furnishing routine, scheduled update services that include solution-specific patches, bundles, maintenance packs, and service packs required to maintain the as-implemented security, performance, availability, and functionality of the system.
- 5.7.4 Unless otherwise mutually agreed to by TEC Contracting Entity and Vendor, Vendor shall provide on-site, telephone, e-mail, and/or virtual meeting availability Monday through Sunday as necessary and if requested by the TEC Contracting Entity.
- 5.7.5 Vendor shall respond to a notification from the TEC Contracting Entity of an issue or defect with the TEC Electronic Filing System in accordance with the criteria stated below in the Support Response Table. The TEC Contracting Entity shall have sole authority in determining the severity and support level of each notification sent to Vendor by the TEC Contracting Entity.

Support Response Table for TEC Contracting Entity:

Severity	Description	Support Level	Support Response
Critical - High	An incident that results in a critical business impact. This could include loss of service, data loss or corruption, or the inability to complete processing or workflows within the application.	One	Within 2 hours to return initial e-mail or phone call.
Non-Critical - Significant	An incident that results in a significant business impact. The system is operational, with workarounds or partial services.	Two	Within 24 hours to return initial e-mail or phone call.
Non-Critical - Low	An incident that results in a low business impact. All core functionality remains operable, but changes are still required.	Three	Within 48 hours to return initial e-mail or phone call.

5.8 Additional Vendor Responsibilities

Section 5.8, Additional Vendor Responsibilities, is a requirement for the TEC Contracting Entity and is a guideline for a Local Authority Contracting Entity.

5.8.1 Vendor shall, for the TEC Contracting Entity:

- 1) Be prepared for rapid response times and expedited resolution activities for issues that arise around the TEC Contracting Entity’s filing deadlines as determined by the TEC Contracting Entity.
- 2) Respond to requests for assistance in troubleshooting problems, applying fixes, or performing other important maintenance tasks during non-business hours as established by the *Support Response Table* provided in Section 5.7.5. Responses may be via telephone, e-mail, or virtual meeting, as appropriate. For the purposes of this contract, the TEC Contracting Entity business hours are Monday through Friday, from 8:00 A.M. to 5:00 P.M. Central Time. The TEC Contracting Entity and Vendor will exchange non-business hours contact information.
- 3) Correct verifiable and reproducible errors. The term “error” shall be interpreted to include defects in the system application documented processes, database design, or code defects.
- 4) Provide a web-based defect tracking/reporting system that is available to staff of the TEC Contracting Entity.
- 5) Furnish routine, scheduled update services that include solution-specific patches, bundles, maintenance packs, and service packs required to maintain the as-implemented security, performance, availability, and functionality of the system.
- 6) Coordinate as applicable with the TEC Contracting Entity regarding planned system application maintenance.
- 7) Facilitate efforts by the TEC Contracting Entity to secure and back up application data to ensure business continuity or disaster recovery.
- 8) Assist the TEC Contracting Entity as necessary during hardware or operating system upgrades in order to minimize application interruptions. Hardware and operating system upgrades are the responsibility of the TEC Contracting Entity.
- 9) Participate in scheduled Disaster Recovery exercises with the TEC Contracting Entity.

5.8.2 For each modification performed or as otherwise required for the TEC Contracting Entity, Vendor shall update the TEC Contracting Entity requirements and design documentation to

reflect the current state of the TEC Electronic Filing System. Section 5.8.2 is a guideline for a Local Authority Contracting Entity's applicable documentation and additionally may include Page Help documentation.

5.9 Defects

Each Contracting Entity will notify Vendor of any defect identified with their instance of the TEC Electronic Filing System. For any defects in the TEC Electronic Filing System that are brought to the attention of, identified by, or corrected by Vendor, Vendor shall provide notification of the defect to the TEC Contracting Entity within two (2) business days for Critical Defects and five (5) business days for non-critical defects as defined by the *Support Response Table* in Section 5.7.5. At a minimum, this notification shall identify the defect, the information necessary to correct the defect, if known, and those instances of the TEC Electronic Filing System that may be affected by the defect. Additionally, Vendor shall also provide notification of the defect to all Local Authorities that may be affected.

Each Contracting Entity will determine whether to correct all, none, or a subset of the defects to their instance of the TEC Electronic Filing System. The redistribution of all defect fixes shall be managed by Vendor.

5.10 Warranty

Section 5.10, Warranty, is a requirement for the TEC Contracting Entity and is a guideline for a Local Authority Contracting Entity.

The TEC Contracting Entity shall have 30 days from the date of signature on Vendor's invoice to inform Vendor of its determination that Vendor had made errors in the completed deliverable. The TEC Contracting Entity will immediately inform Vendor of the TEC Contracting Entity's determination of the errors. Vendor shall correct the errors and make revisions as are necessary so that the deliverables complained of are acceptable to the TEC Contracting Entity and shall be corrected without cost to TEC Contracting Entity. Correction is limited to rework of errors without change to the original specifications and without regard to the amount of the effort expended on the original deliverable.

5.11 Meetings and Status Reports

Section 5.11, Meetings and Status Reports, is a requirement for the TEC Contracting Entity and is a guideline for a Local Authority Contracting Entity.

5.11.1 Defect Meetings

Defect meetings will occur on a frequency mutually determined by TEC Contracting Entity and Vendor. Defect meetings may also include any Local Authority that is or may be affected by an identified defect. Defect meetings shall cover, but are not necessarily limited to the following:

- 1) Defect list, containing all known defects, provided by Vendor and made available to the TEC Contracting Entity prior to the meeting;
- 2) Current defect prioritization;
- 3) Discussion of defects in progress; and
- 4) Discussion of new issues that have not been entered into the defect tracking system.

The TEC Contracting Entity reserves the right to reprioritize any defect to meet the then-current needs.

5.11.2 Status Updates

Vendor shall provide Status Updates to the TEC Contracting Entity for any changes or modifications affecting the TEC Contracting Entity that require less than 40 hours to complete. Communication between Vendor and the TEC Contracting Entity will occur by e-mail and telephone communications with formal notifications documented in the Monthly Status Report as set forth in Section 5.11.4, Monthly Status Reports.

5.11.3 Weekly Status Reports

Weekly written status reports shall be provided by Vendor to the TEC Contracting Entity for any source code changes or modifications affecting the TEC Contracting Entity that require 40 or more hours to complete. Unless otherwise mutually agreed to by the TEC Contracting Entity and Vendor, weekly status reports shall be provided no later than 4:00 p.m. each Friday. Weekly status reports shall include, but are not limited to the following:

- 1) Tasks Completed;
- 2) Tasks in Progress;
- 3) Work To Be Initiated During the Next Period;
- 4) Issues Requiring Management Attention including, but not limited to, any problems that may delay performance and proposed corrective action, as well as any failure, delay, or inadequacy of the TEC Contracting Entity's performance; and
- 5) Status of Defects being corrected.

5.11.4 Monthly Status Reports

Vendor shall provide monthly written status reports to the TEC Contracting Entity for all related activities initiated, in progress, or completed during the month being reported. Unless otherwise mutually agreed to by the TEC Contracting Entity and Vendor, monthly status reports shall be provided no later than close of business on the seventh calendar day of each month. Monthly status reports shall include, but are not limited to the following:

- 1) Tasks Completed;
- 2) Tasks in Progress;
- 3) Work to be Initiated during the Next Period;
- 4) Issues Requiring Management Attention including, but not limited to, any problems that may delay performance and proposed corrective action, as well as any failure, delay, or inadequacy of the TEC Contracting Entity's performance; and
- 5) Status of Defects being corrected.

6. General

6.1 Background and/or Criminal History Investigation

Prior to commencement of any services, Vendor may be required to conduct background and/or criminal history investigation of Vendor's employees and subcontractors who will be providing services under the resulting contract. Criminal background checks shall be performed at Vendor's expense. Criminal background checks are for criminal convictions or deferred adjudications entered into in any local, state, or federal jurisdiction in the United States of America. Vendor shall notify TEC prior to duty assignment if worker assigned to this contract is on a work release program or has been convicted of a felony. TEC reserves the right to refuse the services of any personnel based on the results of these checks.

Background checks will not be required more than once every 12 months for a specified employee unless requested for cause.

6.2 Confidentiality

In providing services under this contract, Vendor will have access to confidential information related to each Contracting Entity. Therefore, Vendor may be required to execute a non-disclosure/confidentiality agreement with each Contracting Entity.

Information obtained by Vendor in the performance of this Contract shall be used only for the purposes of carrying out the provisions of this Contract. Inspection by or disclosure of any such information to anyone other than an officer or employee of Vendor or Contracting Entity, other than for the purposes of carrying out, and in accordance with, the provisions of this Contract, shall require prior written approval of Contracting Entity.

Vendor shall implement and document a comprehensive information security program. Vendor shall use, implement, and document reasonable and appropriate security practices to make information secure. If the security of any shared data is compromised or breached by Vendor, subcontractors, or third-party vendors, Vendor shall notify Contracting Entity immediately, and no later than 12 hours after discovery of the potential compromise or breach. Vendor shall be liable to Contracting Entity for any compromise or breach whatsoever and shall be liable for all reasonable and appropriate costs (as determined by Contracting Entity) associated with remedying the compromise or breach.

6.3 Annual Cybersecurity Training

Texas Gov't Code 2054.519 and 2054.5191 require the awarded Vendor and each subcontractor, officer, or employee of Vendor who will have access to the TEC's computer systems and/or databases to annually complete a certified cybersecurity training program. The TEC shall specify the certified training program and the timeframe in which the training must be completed. The awarded Vendor shall ensure that each such officer, employee, or subcontractor has completed the required cybersecurity training.

6.4 Travel

No travel is allowed under this contract unless approved in writing in advance by Contracting Entity. If travel is authorized by Contracting Entity, travel shall be in accordance with the travel policy and guidelines of Contracting Entity.

6.5 Insurance

As a condition of this Contract, Vendor shall provide the listed insurance coverage within five (5) business days of execution of the Contract. Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to Contracting Entity within five (5) business days following the execution of a Purchase Order or Contract for services under this agreement. All required insurance must be issued by companies that are A rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. Contracting Entity and TEC will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor thereunder. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of \$1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of \$2,000,000. Agencies may require additional Umbrella/Excess Liability insurance.

2) Professional Liability: \$1,000,000 limit.

3) Commercial Crime Policy to include Blanket Employee Theft, Computer Fraud, and Funds Transfer Fraud: \$1,000,000 limit.

The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR, and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

4) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (Tex Labor Code, Chs, 401 through 419) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE POLICY LIMIT, AND \$1,000,000 PER DISEASE PER EMPLOYEE.

If Vendor uses employer vehicles to conduct work on behalf of TEC or a Contracting Entity, Vendor shall provide the insurance coverage listed below.

5) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence, and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of TEC and/or Contracting Entity:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

7. Proposal and Submission Information

7.1 Point of Contact

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

Attn: Jessie Haug
Texas Ethics Commission
P.O. Box 12070
Austin, TX 78711-2070
Phone: 512-463-5816 512-463-5800
E-mail: jessie.haug@ethics.state.tx.us

7.2 Contact with TEC Staff

Upon issuance of this RFO, employees and representatives of TEC, other than the Point of Contact identified in Section 7.1, will not discuss the contents of this RFO with any Vendor or their

representatives. **Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any related response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

7.3 Anticipated Schedule

7.3.1 RFO Schedule

It is TEC’s intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. TEC reserves the right to modify these dates at any time. Prospective Vendors will be notified of modifications to the schedule via email.

Date/Time	Activity
July 10, 2025	Provide RFO to selected vendors
July 23, 2025 5:00 PM CT	Deadline for submitting questions
July 25, 2025 5:00 PM CT	Deadline for emailing answers to questions to vendors
August 08, 2025 5:00 PM CT	Deadline for submitting Responses to RFO
August 18, 2025 - until completed	Evaluation of responses, negotiation, and contract execution

7.3.2 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO by e-mail to the Point of Contact listed in Section 7.1. **Questions regarding this RFO will be accepted until the date and time specified above in Section 7.3.1, RFO Schedule.** All questions shall, to the highest degree possible, cite the specific RFO section and paragraph number(s) to which the question refers. Any questions received by TEC prior to the date and time above will be answered in a question-and-answer document issued by TEC. Only answers provided in writing by TEC will be considered official.

All query submissions must include the identity of the sender, the sender's title, firm name, mailing address, telephone number and e-mail address as applicable. Official answers will be emailed to each of the approved DIR vendors solicited. TEC reserves the right to amend answers prior to the offer submission deadline.

Any addenda and/or amendment to this procurement solicitation will be emailed to each of the approved DIR vendors solicited.

Only information in the materials constituting this RFO, including its attachments, exhibits, and forms, the question-and-answer document, and any RFO addendum shall be binding on TEC.

7.4 Historically Underutilized Businesses

The purpose of the Historically Underutilized Business (HUB) Program is to promote full and equal business opportunities for all businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency must make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:

1. 11.2% for heavy construction other than building contracts;
2. 21.1% for all building construction, including general contractors and operative builders' contracts;
3. 32.9% for all special trade construction contracts;
4. 23.7% for professional services contracts;
5. 26.0% for all other services contracts; and
6. 21.1% for commodities contracts.

It is the policy of TEC to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with Texas Government Code, Chapter 2161, Subchapter F, and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

HUBs are strongly urged to respond to this RFO. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Vendors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

7.4.1 HUB Subcontracting Plan

TEC has determined that subcontracting is probable under any contract awarded as a result of this RFO. The HUB Goal for this RFO is 26.0%.

7.4.2 HUB Continuing Performance

Any contracts awarded as a result of this RFO shall include reporting responsibilities related to HUB subcontracting. Awarded Vendors may not change any subcontractor without submitting a revised HUB HSP to DIR HUB for approval prior to work being conducted by the new subcontractor. Any change to a subcontractor must be approved in writing by TEC prior to implementation.

7.5 Vendor Qualifications

7.5.1 Federal Requirements

- 1) State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Vendor listed in the prohibited Vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*" published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List), shall not be awarded a Contract as a result of this RFO. Any Vendor awarded a Contract as a result of this RFO must agree that if at any time during the term of the contract Vendor is listed on the Terrorism List, Vendor shall promptly notify TEC. As part of TEC's contract management, periodic checks will be performed to ensure any Vendor awarded a contract as a result of the RFO remains in compliance with these Federal Requirements. TEC shall have the absolute right to terminate the contract without recourse in the event Vendor becomes listed on the Terrorism List.
- 2) Should any Vendor or its principals awarded a Contract as a result of this RFO become suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, Vendor's contract will be terminated without recourse.
- 3) Vendor shall comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, and the Immigration Act of 1990 (8 U.S.C. 1101, et. seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Vendor shall require its subcontractors to comply with the requirements of this Section and Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

7.5.2 Vendor Performance and Debarment

In accordance with 34 TAC, Chapter 20, Subchapter C, any Vendor that is debarred from doing business with the State of Texas will not be awarded a contract under this solicitation. The list of debarred Vendors is located on the CPA website at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>.

7.6 Response Deadline and Submission Requirements

Vendors are invited to submit responses in accordance with the requirements outlined in this document. Responses must be received by TEC on or before the date and time specified in Section 7.3.1 of this RFO. **No late responses will be reviewed.** Responses must be emailed to Margaret.Sanchez@ethics.state.tx.us.

7.6.1 Delivery of Responses

Responses must be emailed and received by the TEC by the response deadline as stated in Section 7.3.1, RFO Schedule. TEC will not be responsible for any delays associated with delivery. (See section 7.6.2 for Response Format).

7.6.2 Response Format

Each Vendor must submit the complete response as follows:

- 1) One (1) signed PDF copy of the complete response, including all mandatory response contents (refer to Section 7.6.3)

- 2) Accessibility of Electronic Response Documents

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to, accessible Office or other productivity document suite, or accessible PDF files.

7.6.3 Mandatory Response Contents

Respondent's submitted Offer shall include all information and be formatted as required below. Respondents shall provide their best response to the specifications, terms, and conditions contained in this RFO. Each Respondent shall be solely responsible for its thorough understanding of the RFO, including its attachments, exhibits, and forms. In addition, each Respondent shall be solely responsible for its Offer and all documentation submitted. Respondents are cautioned to pay particular attention to the clarity and

completeness of their Proposal. Respondents shall be as succinct as possible. Respondents shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of an Offer may be considered by TEC evaluators. TEC has no responsibility to point out weaknesses in a Proposal.

Tab 1. PROJECT OVERVIEW

Respondent for the Modification and Maintenance services shall provide a concise description of its approach to meeting TEC's requirements for the services. Respondent shall include the highlights of Respondent's Offer, including an overview of its plan and/or schedule. Unique characteristics of Respondent's Offer shall be emphasized.

Tab 2. ORGANIZATIONAL BACKGROUND

In this section, Respondent shall address the qualifications of the business organization.

1. How many years has the business organization been providing programming services?
2. Respondent shall state the full name and home office address of his/her/its entity or business organization. Describe the organizational structure (e.g., publicly held corporation, private non-profit organization, partnership, etc.).
3. If the home office described above is not in Texas, but the business organization maintains an office in Texas, state the address, telephone number, general functions, and number of full-time employees in the Texas office.
4. Identify where all personnel assigned to the project will be physically located during the time they are engaged in the work, and address in detail the manner in which the business organization will provide accessibility of the assigned personnel to TEC. It is essential that TEC have prompt and direct accessibility to all auditors, consultants, etc., throughout the period of the Contract.
5. Describe the business organization's quality control policies and procedures.
6. Describe the business organization's business continuity plan that provides for the recovery of the business organization's electronic data and data processing equipment and which assures that the data processing system will be operational within ten (10) calendar days of a natural disaster, or any other business interruption, whether natural or otherwise.
7. In the last 10 years, has the business organization ever been involved in a lawsuit or regulatory action involving any services or similar services requested by this RFO? If so, provide details, including dates and outcomes.
8. During the past five (5) years, if the business organization, related entities, principals, or officers have been a party in any material civil or criminal litigation, whether or not directly related to services requested by this RFO, provide details, including dates and outcomes.
9. Respondent shall provide a copy of Respondent's organizational chart.
10. Respondent shall provide:
 - A. Primary and secondary point of contact; and
 - B. Contact information during business hours and outside of business hours.
11. Respondent shall disclose, for itself and on behalf of all of its Subcontractors, each of the following:

- A. Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and
 - B. Any Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.
 - C. Vendor will certify that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Vendor will complete the following information in order for the response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation from State Agency, Position with Vendor, and Date of Employment with Vendor.
12. Provide a copy of the business organization's Certificate of Insurance. TEC's current insurance requirements are stated in Section 6.5, Insurance.

Tab 3. EXPERIENCE

Respondent shall provide written responses to the following questions, reproducing the questions with each answer.

- 1. Respondent shall state its knowledge and expertise related to Texas campaign finance and personal financial statement filing requirements.
- 2. Respondent shall provide an outline of its capability to deliver the required services, including process, functional, and technical expertise.
- 3. Respondent shall state its knowledge and expertise in providing service for multi-user, platform independent, complex online multi-functional web-based applications and complex database tables in an environment that requires 24x7 uptime.

Tab 4. PROJECT UNDERSTANDING

Respondent shall explain its understanding of the requirements of this Modifications and Maintenance project. A statement only indicating that Respondent "understands the requirements and will comply" will not be acceptable.

Tab 5. DEFECT TRACKING SYSTEM

Respondent shall provide a description of the web-based defect tracking software that will be available to TEC and Contracting Entities. If there will be a cost related to the use of this system, Respondent shall indicate the cost in Attachment B, Pricing for Modification and Maintenance Services for TEC Electronic Filing System, Item 5, Additional Miscellaneous Costs.

Tab 6. TRAINING

Respondent shall provide a description of their proposed training options. Respondent shall clearly indicate the cost of each option in Attachment B, Pricing for Modification and Maintenance Services for TEC

Electronic Filing System, Item 3, Training Services.

Tab 7. PERSONNEL

Respondent shall state the role(s) that each proposed person will perform on this project. Respondent shall also identify the key personnel for this project. At a minimum, Key Personnel shall include: Project Manager/Leader; the back-up to the Project Manager/Leader; and any key programming personnel. Respondent shall relate the qualifications of each of the personnel being proposed to the specific role(s) they are to fulfill. The information provided shall be specific to the actual experience/qualifications of each proposed person. The following areas shall be addressed for each proposed person as applicable:

1. Related/similar projects including the function/role fulfilled.
2. Education and professional training.
3. Professional Certifications, if any.
4. Number of years of experience the individual has in providing the stated services.

Tab 8. REFERENCES

Respondent shall provide a list of at least three (3) governmental clients for whom Respondent provided programming, modification, and maintenance services within the last five (5) years. Preference will be given to any reference for which Respondent provided services related to campaign finance electronic filing systems. For each reference listed, include client name, address, telephone number, name of a contact person, and an e-mail address, and identify the type of services provided.

Tab 9. EXCEPTIONS

Any exceptions to the specifications, terms, and conditions of the RFO shall be explicitly set forth here. If there are no exceptions, Respondent shall explicitly state that Respondent takes no exception to the RFO's specifications, terms, and conditions. Any exception may result in this solicitation not being awarded to Respondent.

Tab 10. ATTACHMENTS

Respondent shall complete and attach:

1. Attachment A, Submission Signature Cover Sheet and Configuration Summary.
2. Attachment B, Pricing for Modification and Maintenance Services for TEC Electronic Filing System.

7.6.4 Oral Presentations

TEC may, at its discretion, elect to have Respondent(s) provide oral presentations of their Proposal. TEC will contact those Respondents to schedule such a presentation. TEC will not be responsible for any costs associated with the presentation.

7.6.5 Rejection of Responses

TEC reserves the right to accept or reject, in whole or in part, any responses submitted and to waive minor technicalities when in the best interest of the State.

7.6.6 Right to Amend or Withdraw RFO

TEC reserves the right to alter, amend, or modify any provision of this RFO, or to withdraw this RFO, in whole or in part, at any time prior to the award of a contract if to do so is in the best interest of the State. TEC reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.

7.6.7 Pre-agreement Costs

TEC shall not be responsible or liable for any cost incurred by any Vendor in the preparation and submission of its response to this RFO or for other costs incurred by participating in this solicitation process.

7.6.8 Ownership of Responses

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

7.6.9 Public Information

TEC is a government agency subject to the Texas Public Information Act. Responses submitted to TEC as a result of this RFO are subject to release as public information after contracts are executed or if the procurement is terminated. Vendor may not mark its complete proposal "copyrighted" or mark every page as proprietary or confidential, but if a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, Vendor must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, Vendor must specify which Texas Public Information Act exception(s) are applicable and provide detailed reasons substantiating the exception(s).

The Office of the Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act. TEC shall comply with all decisions of the OAG.

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

8. Evaluation, Negotiations, and Award

8.1 Evaluation of Responses

TEC will review responses to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. The responses determined to be responsive will go through a financial review overseen by the Chief Financial Office and an HSP review. Financial review and HSP review are on a pass/fail basis. Only responses that receive a passing grade will proceed to the evaluation. At any time during the evaluation process, TEC may ask any or all vendors to elaborate on or clarify specific points or portions of their response. TEC's request and Vendor's response shall be in writing. Once the evaluation

process is completed, TEC will send a written notice to each Vendor stating whether or not Vendor has been selected to proceed to contract negotiation.

8.2 Evaluation Criteria

The criteria and weight to be used for evaluation in determining the best value for the State are as follows:

40%	Relevant experience of Respondent
20%	Personnel
20%	Pricing /Attachments
10%	References
10%	Organizational Background

Vendors may be evaluated on performance under existing and prior contracts for similar products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.108(b).

8.3 Revised Offer

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

8.4 Negotiations

At the conclusion of the evaluation, as described within Sections 8.1, 8.2, and 8.3 above, TEC shall determine the Vendor with which it will start contract negotiations. In its discretion, TEC shall terminate contract negotiations when TEC determines that the best value for the State has been obtained.

8.5 Award of Contract

TEC Executive Management shall make the decision to award any contract, if in the best interest of TEC and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under RFO number TEC-FY2025-001 on the TEC website upon execution of the contract(s) with one (or more) vendor. All responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all contracts resulting from this RFO have been executed.

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

END OF RFO

Attachment A
Submission Signature Cover Sheet and Configuration Summary

9. Attachment A

Texas Ethics Commission (TEC)
Modification and Application Support Services for TEC Electronic Filing System
RFO No. TEC-FY2025-001

Provide the following information regarding the person responsible for the completion of your Response to this Request for Offer (RFO). This person must be a person TEC may contact for questions and/or clarifications.

Name _____ Phone # _____
Address _____ E-mail _____

Subject to acceptance by TEC, Vendor acknowledges that by submitting a Response AND signing in the space indicated below, Vendor is contractually obligated to comply with all items in this RFO. This acknowledgement also contractually obligates any and all subcontractors who are subcontracted to complete any part of this project. Vendor further certifies that the business organization represented here is an authorized dealer in good standing of the services included in this Response.

_____/_____
Original Signature of Officer in Bind of Company/Date

Name (typed or printed) _____
Title _____
Company name _____
Physical address _____

State of Incorporation _____

If any material in the Offer is marked as confidential/proprietary information, include a separate sheet behind this Attachment that indicates the section(s) and page(s) so marked.

By signature hereon, Respondent accepts the following Texas Ethic Commission Standard Terms And Conditions. Items below apply to and become a part of Offer. Any exceptions thereto must be in writing.

1. BIDDING REQUIREMENTS:

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the

Attachment A

Submission Signature Cover Sheet and Configuration Summary

quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.

- 1.03. The date and time the bid is received via e-mail will be the official date and time of bid.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for TEC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Early Payment Discounts are not considered in determining an award. Early Payment Discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right-hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TEC based on an acceptable written reason.
- 1.09. 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.
- 1.10. **AWARD NOTICE:** The State 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 at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to six months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by TEC and/or investigation for antitrust violations.
- 1.12. Inquiries pertaining to this RFO must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

- 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02. Unless otherwise specified, items shall be new and unused and of current production.
- 2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this RFO.
- 2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the RFO.

3. TIE BIDS:

Attachment A

Submission Signature Cover Sheet and Configuration Summary

Awards will be made in accordance with 34 TAC §§20.36(b)(3) and 20.38 (Preferences).

4. DELIVERY:

- 4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.02. If delay is foreseen, bidder shall give written notice to TEC and the ordering agency. Bidder must keep TEC and ordering agency advised at all times of status of order.
- 4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TEC to purchase the goods or services of this RFO elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 4.04. No substitutions permitted without written approval of TEC.
- 4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

5. INSPECTION AND TESTS:

All goods will be subject to inspection and test by the State. Authorized TEC personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT:

A response to this RFO is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. PAYMENT:

Bidder shall submit two (2) copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

8. PATENTS, TRADEMARKS, OR COPYRIGHTS:

Bidder agrees to defend and indemnify TEC and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of TEC's or the State's use of any good or service provided by the bidder as a result of this RFO.

9. BIDDER ASSIGNMENTS:

Bidder hereby assigns to TEC any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

Attachment A

Submission Signature Cover Sheet and Configuration Summary

10. BIDDER AFFIRMATIONS:

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.01. The bidder 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 bid.
- 10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this State, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this RFO has received compensation for participation in the preparation of the specifications for this RFO.
- 10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Texas Family Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this RFO is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a State contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

- 10.05. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this RFO shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TEC under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 10.06. Pursuant to §669.003, Gov't Code, TEC may not enter into a contract with a person who employs a current or former executive head of TEC until four years has passed since that person was the executive head of TEC. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of TEC in the past four years. If bidder does employ a person who was the executive head of TEC, provide the following information:

Name of Former Executive: _____

Name of State Agency: _____

Attachment A

Submission Signature Cover Sheet and Configuration Summary

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

- 10.07. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this State.
- 10.08. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.
- 10.09. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this RFO are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using State funds for lobbying activities.
- 10.10. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TEC under the RFO and any resulting contract, if any, and that bidder's provision of the requested items under the RFO and any resulting contract, if any, would not reasonably create an appearance of impropriety.
- 11. NOTE TO BIDDER:**

If bidder takes any exceptions to any provisions of the RFO, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the RFO and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire RFO. If any bidder takes a 'blanket exception' to the entire RFO or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
- 12. PROTEST PROCEDURES:**

Any actual or prospective bidder who is aggrieved in connection with this RFO, evaluation, or award of any contract resulting from this RFO may formally protest as provided in 34 TAC §20.384.
- 13. DISPUTE RESOLUTION:**

The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by TEC and the bidder to attempt to resolve any dispute arising under any contract resulting from this RFO.
- 14. NON-APPROPRIATION OF FUNDS:**

Any contract resulting from this RFO is subject to termination or cancellation, without penalty to TEC, either in whole or in part, subject to the availability of State funds. TEC is a State agency whose authority and appropriations are subject to actions of the Texas Legislature. If TEC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TEC's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TEC will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TEC will not be required to give prior notice.
- 15. TEXAS PUBLIC INFORMATION ACT:**

Attachment A

Submission Signature Cover Sheet and Configuration Summary

Notwithstanding any provisions of this RFO to the contrary, bidder understands that TEC will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TEC any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this RFO. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

16. CONFLICT OF INTEREST:

A TEC employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of State business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TEC or purchasers of other State agencies.

17. FORCE MAJEURE:

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

18. INDEPENDENT CONTRACTOR:

Bidder is and shall remain an independent contractor in relationship to TEC. TEC shall not be responsible for withholding taxes from payments made under any contract resulting from this RFO. Bidder shall have no claim against TEC for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

19. INDEMNIFICATION:

BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEC, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS RFO. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TEC. THIS SECTION IS NOT

Attachment A

Submission Signature Cover Sheet and Configuration Summary

INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TEC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TEC OR ITS EMPLOYEES.

20. RIGHT TO AUDIT:

In addition to and without limitation on the other audit provisions of this RFO, pursuant to §2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the 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. This RFO or any contract resulting from this RFO may be amended unilaterally by TEC to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.154, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

21. ADDITIONAL TERMS AND CONDITIONS

Additional Terms and Conditions defined in bidder's DIR Master Contract "Appendix A: Standard Terms and Conditions", apply.

ATTACHMENT B
Pricing for
Modification and Maintenance Services for TEC Electronic Filing System
RFO # TEC-FY2025-001

10. Attachment B

Respondent shall list below their proposed fees(s) for the Modification and Maintenance Services for TEC Electronic Filing System. All fees shall be quoted on a fixed-fee, all-inclusive basis, including travel, lodging, meals, and other out-of-pocket expenses.

- 1. Modification Services** - Respondent may propose not to exceed pricing for standard modification activities related to the required service. Standard Modification activities are those activities that would be common across the population of Contracting Entities. These activities may include, but are not limited to: establishing application in hosted environment; loading database(s); and, anticipated common modification activities (example: pricing to modify the Internet home page of the TEC Electronic Filing System for a Local Authority).

For each activity, Respondent shall include a description of the services as well as a breakdown of the required resources and associated costs illustrating how the pricing was determined. **Respondent may add additional lines as necessary.**

Activity 1 _____ **Cost \$** _____

Description:

Activity 2 _____ **Cost \$** _____

Description:

Activity 3 _____ **Cost \$** _____

Description:

Activity 4 _____ **Cost \$** _____

Description:

- 2. Hourly Fees for Source Code Change and Modification Services, including Cloud Services**

In the table below, Respondent shall propose hourly fees to provide Source Code Changes and Modifications services as stated in Section 5.4. The fees related to these services shall be based and billed on actual time worked. Respondent shall quote the billing rates that would be charged for each category of personnel that may provide any additionally required services. Pricing shall be firm for the initial term of the contract. Respondent may add additional rows as necessary.

ATTACHMENT B
Pricing for
Modification and Maintenance Services for TEC Electronic Filing System
RFO # TEC-FY2025-001

HOURLY RATES	
<u>Classification</u>	<u>Hourly Fee</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

3. **Training Services** - Respondent shall provide a description of their proposed Training Services. Description of services shall include, but not necessarily be limited to:
- How Training will be provided to Contracting Entities;
 - Location of Training;
 - Maximum class size for Training session;
 - Duration of the Training;
 - Training topics; and
 - Pricing - to be specified as a per student or per class cost.

4. **Cloud Services** – Respondent shall indicate pricing to provide Cloud Hosting Services as described in Section 5.1. Additional descriptions may be attached.

Cloud Hosting Services: \$ _____ for contract year 1

Cloud Hosting Services: \$ _____ for contract year 2

5. **Maintenance Services** – Respondent shall indicate pricing to provide Maintenance Services as stated in Section 5.7. Pricing shall be for annual maintenance during the initial contract term. Maintenance pricing shall be pro-rated for any Local Authority contracting with Vendor after the start of the current annual term.

Maintenance Services: \$ _____ for contract year 1

Maintenance Services: \$ _____ for contract year 2

