



TEXAS DEPARTMENT OF MOTOR VEHICLES
FINANCE AND OPERATIONS DIVISION - PURCHASING SECTION
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EMAIL: MANDY.DRISKILL@TXDMV.GOV

REQUEST FOR PROPOSALS
FOR
DIGITAL LICENSE PLATE SERVICES
RFP No. 608-25-57034
NIGP CLASS/ITEM CODE(S): 570-34

Schedule of Events	
Solicitation Posting Date	February 10, 2025
Deadline for Submitting Solicitation Questions or Clarifications	February 24, 2025, at 4:00 p.m. Central Time
HUB Subcontracting Plan Courtesy Review (<i>Encouraged but Not Required</i>)	February 24, 2025, at 4:00 p.m. Central Time
Tentative Date for Response to Questions or Clarifications through Solicitation Addendum	March 10, 2025
Deadline for Submission of Solicitation Response	March 17, 2025, at 4:00 p.m. Central Time

RESPONSES RECEIVED THAT ARE MISSING REQUIRED INFORMATION AND DOCUMENTATION, UNSIGNED, OR AFTER THE DUE DATE AND TIME STATED HEREIN, WILL NOT BE EVALUATED

Solicitation Documents

This Request for Proposals (“RFP”);

Attachment A: TxDMV Respondent’s Preferences, Affirmations, and Solicitation Acceptance;

Attachment B: TxDMV Contract Affirmations;

Attachment C: TxDMV Contract Terms and Conditions;

Attachment D: Evaluation Criteria;

Attachment E: HUB Subcontracting Plan Form;

Attachment F: HUB Subcontracting Plan Instructions;

Attachment G: Disclosure of Potential Conflicts of Interest Form;

Attachment H: General Insurance Requirements;

Attachment I: References Form;

Attachment J: Digital License Plate Knowledge Transfer Template;

Attachment K: Information Security Requirements;

Attachment L: Service Level Agreement;

Attachment M: Information Resources Security Compliance & Confidentiality Agreement; and

Attachment N: Required Reports.

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1. Key Definitions

In this Solicitation, any resulting Contract, and any submitted Response, the following terms and acronyms have the meanings set forth below, unless the context clearly indicates otherwise. All other terms and acronyms have their ordinary and common meaning.

Refer to **Attachment C, TxDMV Contract Terms and Conditions**; Texas Transportation Code, Section 504.151; and Title 43, Texas Administrative Code, Section 217.22, for additional definitions.

Term	Definition
Addendum	A written revision or clarification to this Solicitation issued by TxDMV and posted to the ESBD. May also be referred to in its plural form as “Addenda.”
Attachment	The document(s) or information that are attached hereto and part of this Solicitation and may be included by reference and made part of any Contract that may result from this Solicitation.
Business Day	Any day (24-hour period) in which normal business operations of TxDMV are conducted (e.g., excludes weekends and the national holidays specified in Section 662.003(a) of the Texas Government Code).
Calendar Day	Each day shown on the calendar, beginning at 12:00 Midnight and ending at 11:59 p.m. the following day, including Saturdays, Sundays, and national and State holidays listed in Texas Government Code § 662.003.
CMBL	The Centralized Master Bidders List, an online repository of vendors maintained by the Texas Comptroller of Public Accounts, is utilized by public procurement professionals to solicit bidding opportunities. Additional information regarding the CMBL may currently be accessed at: https://comptroller.texas.gov/purchasing/vendor/cmb1 .
Contract	A legally enforceable agreement between TxDMV and Contractor selected under this Solicitation, if any, and includes this Solicitation and any document attached thereto, including the TxDMV Contract Terms and Conditions; any Solicitation Addendum; the Respondent’s Response including the signed TxDMV Respondent’s Preferences, Affirmations, and Solicitation Acceptance; the TxDMV Contract Affirmations; and any Contract amendment thereto. As a result of this Solicitation, TxDMV may issue a TxDMV contract signature document and/or Purchase Order. <i>See</i> , ‘Purchase Order’ definition below.
Contractor	The successful Respondent selected to provide the Services and Deliverables to TxDMV under a Contract that may result from this Solicitation. Contractor must be engaged in the business of providing Digital License Plate hardware and services, via the sale or lease of Digital License Plates.
Contractor Solution	The Contractor System; the Contractor System/RTS Interface (“Interface”); and DLPs to be provided by Contractor under the Contract.

Contractor System/RTS Interface (or “Interface”)	Technology provided by Contractor, enabling the Contractor System to send DLP order information to TxDMV’s RTS and enabling the Contractor System to receive information from TDMV’s RTS.
Deliverables	The goods, products, or Services specified in this Solicitation, that Contractor will deliver to or perform for TxDMV under any Contract that may result from this Solicitation.
Digital License Plate (“DLP”)	As defined in Texas Transportation Code, Section 504.151 (Definitions).
DLP Owner (or “Customer”)	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
Effective Date	The date upon which the Contract, if any, resulting from this Solicitation takes effect, as agreed to by the Parties.
ESBD	The Electronic State Business Daily, an online application administered by the Texas Comptroller of Public Accounts that is used for publishing procurement opportunities that exceed \$25,000.00 in total estimated value and providing public notice of contract awards. The ESBD may currently be accessed at: http://www.txsmartbuy.com/esbd .
Fiscal Year	The Texas state fiscal year, from September 1 st through August 31 st of each year. May also be referred to as “State Fiscal Year” or “Texas Fiscal Year.” This term is not to be confused with calendar year or federal fiscal year.
GPS	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
HSP	The HUB Subcontracting Plan, the documentation regarding the use of Subcontractors by a Respondent, which is required to be submitted with all Responses for TxDMV contracts with an expected value of \$100,000.00 or more, where TxDMV has determined subcontracting opportunities are probable pursuant to Section 2161.252 of the Texas Government Code. The HSP subsequently becomes a provision of any Contract awarded to a Contractor under this Solicitation, if any, and will be monitored for compliance by TxDMV during the term of the Contract.
HUB	A Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.
ITSD	The Information Technology Services Division – a division of TxDMV.
Legend	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
Metal License Plate	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
Optional Digital License Plate Information	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
Park	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
Party or Parties	Either TxDMV or Respondent, separately or collectively.
Primary Region of Interest	As defined in Title 43, Texas Administrative Code, Section 217.22

	(Definitions).
Production Digital License Plates	DLPs authorized by TxDMV to be produced and issued by Contractor to Customers for sale or lease.
Purchase Order	The document issued by TxDMV and accepted by Contractor for its performance in accordance with the Purchase Order terms, which will be subject to the terms and conditions of the Contract. The Purchase Order terms indicate the types, quantities, and prices for the Deliverables Contractor will provide to TxDMV during the Contract term. May also be referred to as “PO.”
Registration and Title System (“RTS”)	A web-based application used by county tax assessor-collector and TxDMV offices to process Vehicle Registrations, titles, temporary permits, and specialty license plates for Texas motorists through a series of web pages. RTS provides functions for cash accounting, funds allocations, and an audit trail along with inventory control for license plates, windshield/plate stickers, and temporary permits.
Registration Period	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
Required Digital License Plate Information	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
Respondent	The individual or entity that submits a Response to this Solicitation. This term also includes anyone acting on behalf of the individual or entity that submits a Response, such as an employee, representative, or agent. May also be referred to as “Bidder.”
Response	The Respondent’s bid, proposal, and all information and materials, submitted to TxDMV in response to this Solicitation. May also be referred to as “Bid,” “Bid Response,” “Proposal,” “Offer,” or “Solicitation Response.”
Scope of Work	The statement of work, Scope of Work, statement of services to be performed, or scope of services to be performed, that provides the description of requirements and specifications for the Deliverables and Services as outlined within this Solicitation and that Contractor is required to provide under any Contract that may result from this Solicitation.
Secondary Region of Interest	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
SLA	Service Level Agreement, which are levels of service that are agreed upon by the Parties.
Solicitation	This “Request for Proposals,” along with all other documents referenced in or attached to this Solicitation, and any addendum thereto, if any, and posted to the ESBD, soliciting Responses for the proposed Deliverables set forth herein. May also be referred to as “RFP.”
Specialty License Plates	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
State	The state of Texas and its instrumentalities, including TxDMV and any other State agency or public institution of higher education, its officers, employees, or authorized agents.
Subcontractor	Any individual or entity that enters into a contract with Contractor to

	perform part of or all of the obligations of Contractor to TxDMV under any Contract that may result from this Solicitation. This term also includes the Subcontractor's employees.
Texas-Registered Vehicle	A vehicle registered for operation on a public highway in Texas under Texas Transportation Code, Chapter 502 (Registration of Vehicles) for which TxDMV issued a Metal License Plate under Texas Transportation Code, Chapter 504 (License Plates).
TINS	The Texas Identification Number System, a number that is issued by the Texas Comptroller of Public Accounts and used to identify entities for tax-related purposes.
TxDMV	The Texas Department of Motor Vehicles, the State agency established under Chapter 1001 of the Texas Transportation Code, issuing this Solicitation.
TxDMV Headquarters	The TxDMV Headquarters, located at 4000 Jackson Avenue, Austin, Texas, 78731, and includes the surrounding buildings and premises, serving as its managerial and administrative center, which encompasses 3700-4000 Jackson Avenue, Austin, Texas 78731.
TxDMV Administrative Fee (or "Administrative Fee")	<i>See</i> Title 43, Texas Administrative Code, Section 217.63(a) (Digital License Plate Fees and Payment).
Vehicle Registration	Registration of a vehicle for operation on a public highway in Texas under Texas Transportation Code, Chapter 502 (Registration of Vehicles).
Vehicle Registration Insignia	As defined in Title 43, Texas Administrative Code, Section 217.22 (Definitions).
Vendor	An individual or entity that supplies goods, products, or services, and may be a potential Respondent to this Solicitation.
VPTS	The Vendor Performance Tracking System, maintained by the Statewide Procurement Division of the Texas Comptroller of Public Accounts, is a comprehensive online tool that shares vendor performance information between State agencies and public institutions of higher education. Additional information regarding VPTS may currently be accessed at: https://www.txsmartbuy.com/vpts .
VTR	Vehicle, Titles, and Registration Division – A division of TxDMV.

2. Objective and Background

2.1. Objective

The Texas Department of Motor Vehicles ("TxDMV") is requesting proposals from Digital License Plate ("DLP") vendors to provide DLPs in accordance with the requirements stated in this Request for Proposals ("RFP"). A DLP is an electronic device that is designed to display information included on a Metal License Plate. The DLP is placed and displays information on the rear of a vehicle, in lieu of a Metal License Plate.

Eligible vendors include DLP providers that can meet the requirements and obligations identified in this RFP.

2.2. Background

TxDMV is a dynamic State agency dedicated to customer service, consumer protection, and the success of motor vehicle-related industries, and is established in accordance with Chapter 1001 of the Texas Transportation Code. The stated mission of the agency is “to serve, protect and advance the citizens and industries in the State with quality motor vehicle related services.” For more information about TxDMV and its divisions, please visit <https://www.txdmv.gov>.

Texas Transportation Code, Chapter 504, Subchapter B-1 (Digital License Plates) requires the TxDMV Board to adopt rules as necessary to implement and administer a DLP program. TxDMV may contract with one or more Respondents for the issuance of DLPs, including services related to the issuance of DLPs.

3. General Information and Requirements

3.1. Sole Point of Contact and Communications

The **TxDMV Sole Point of Contact** for communications, including requests, questions, or clarifications, concerning this Solicitation is:

Mandy Driskill, CTCD, CTCM

Email: mandy.driskill@txdmv.gov

Vendor communications relating to this Solicitation must be directed **in writing only, via email**, to the TxDMV Sole Point of Contact identified above or an authorized secondary TxDMV Sole Point of Contact. All communications regarding this Solicitation must clearly identify which section, subsection, and paragraph of the Solicitation or Attachment is being referenced. **All other communications between a Vendor, its employees, officials, agents, and subcontractors, and any other TxDMV personnel concerning this Solicitation are strictly prohibited.** Failure to comply with these requirements may result in disqualification of the Response in TxDMV’s sole and absolute discretion.

All communications concerning this Solicitation must be submitted on or before the “**Deadline for Submitting Solicitation Questions or Clarifications**” as noted in the Schedule of Events found on the first page of this Solicitation. Verbal inquiries related to this Solicitation are not acceptable and will receive no response, nor will Vendor communications received after the deadline referenced in the preceding sentence be answered. Vendor communications pertaining to this Solicitation must include the Solicitation number, title, and the Deadline for Submission of Solicitation Responses date identified in the Schedule of Events found on the first page of this Solicitation (the “Response Deadline”) in the email subject line. TxDMV’s responses to questions or clarifications concerning this Solicitation, if any, will be answered by an addendum posted on the Electronic State Business Daily (“ESBD”) by the “**Tentative Date for Responses to Questions or Clarifications**” as noted in the Schedule of Events found on the first page of this Solicitation or as soon as practical.

If a Vendor discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this Solicitation, the Vendor must immediately provide written notification via email to the TxDMV Sole Point of Contact. If a Respondent fails to notify the TxDMV Sole Point of Contact of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, the Respondent submits its Response at its own risk and waives any claim of error or ambiguity in the Solicitation and any resulting Contract. If a Respondent is awarded a Contract resulting from this Solicitation, such successful Respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

3.2. Exceptions to Sole Point of Contact

If applicable to the Solicitation, the only exceptions to the TxDMV Sole Point of Contact are TxDMV Historically Underutilized Business (“HUB”) personnel, or, if expressly directed by the TxDMV Sole Point of Contact, another designated TxDMV representative.

Should Respondents have questions regarding proper completion of the HUB Subcontracting Plan (“HSP”), TxDMV HUB personnel may be contacted at hub@txdmv.gov. The TxDMV Sole Point of Contact identified in **Subsection B.1**, must be copied on any email.

The communications restriction set forth in this Subsection (regarding only communicating in writing with the TxDMV Sole Point of Contact identified above) does not preclude discussions between a Vendor and TxDMV personnel for the purposes of conducting business unrelated to this Solicitation.

3.3. Response Binding

By submitting a Response to this Solicitation, the Respondent agrees its entire Response will remain a firm and binding offer for at least 120 days from the Response Deadline.

3.4. Travel, Mileage Rates, and Other Incidental Expenses

TxDMV will not pay any per diem, travel, mileage rates, trip charges, hotel, equipment, phone calls, paper, reproduction services, office space, or other incidental expenses related to the Services and Deliverables under any Contract that may result from this Solicitation. Therefore, Respondents must account for all expenses in its pricing for the Services and Deliverables, as may be applicable.

4. Contract Term and Compensation

4.1. Contract Term

The initial term of any Contract resulting from this Solicitation is anticipated to be one (1) year. TxDMV, in its sole discretion, may extend or renew any Contract awarded pursuant to this Solicitation for any period(s) of time, provided the Contract term, including all extensions and renewals, does not exceed four (4) years.

Notwithstanding the limitation in the preceding paragraph, following the initial term and any allowable extensions or renewals, TxDMV, in its sole discretion, may extend any Contract that may result from this Solicitation beyond the initial term and all renewal periods, in whole or in part, for up to 12 months or such time deemed necessary to ensure continuity of service, to process a new solicitation, to secure a new contract, for transitioning to a new vendor, or as otherwise determined by TxDMV to serve the best interests of the State.

The Respondent, in submitting a Response to this Solicitation, acknowledges and understands that TxDMV is not responsible for payment under any Contract resulting from this Solicitation before the Effective Date of the Contract. No pre-Contract spending by a Contractor is allowed.

4.2. Historical and Future Compensation

The total amount of this Solicitation, and the Contract resulting from this Solicitation, is **\$0.00**. TxDMV will

not pay any amount to any Respondent under this Solicitation, nor any Contractor under any Contract resulting from this Solicitation, for any purpose.

5. Scope of Work

Under the Solicitation, Contractor must provide DLPs to Customers through sale or lease; provide an Information Technology (“IT”) Digital License Plate system (“Contractor System”) that will interface with TxDMV’s Registration and Title (IT) System (“RTS”) to verify vehicle eligibility and communicate with RTS as necessary to provide Services and Deliverables to Customers with DLPs; maintain a call center to service TxDMV and Customers; and offer ancillary services to TxDMV and Customers to include maintenance and support, reports, and IT management. All work under the Contract resulting from this Solicitation must be performed within the continental United States of America.

5.1. TxDMV RTS Functions

TxDMV administers Vehicle Registration and the fulfillment of Vehicle Registration including Specialty License Plate orders for the public. Through RTS, TxDMV registers motor vehicles through county tax assessor-collectors, as well as through TxDMV for certain types of Vehicle Registration. Several IT systems are interfaced with the RTS, including credit card payment processing systems.

5.2. Project Assumptions and Constraints

- 5.2.1. Contractor will provide all Services and Deliverables under this Solicitation, including a fully functional Contractor System that interfaces with RTS, enabling the Contractor System to send DLP order information to TxDMV’s RTS, and enabling the Contractor System to receive information from TxDMV’s RTS, by the Deployment Date (i.e., the date Contractor Solution is fully deployed and operational).
- 5.2.2. Contractor will provide all Services and Deliverables under this Solicitation, including a fully functional Contractor System that interfaces with RTS, enabling the Contractor System to send DLP order information to TxDMV’s RTS, and enabling the Contractor System to receive information from TxDMV’s RTS, by the Deployment Date.
- 5.2.3. Contractor must utilize the State’s approved online payment system for the Customer’s Administrative Fee payment. The Contractor System will interface with the State’s approved payment vendor to collect DLP Administrative Fees from all Customers by the Deployment Date.
- 5.2.4. Contractor will be capable of providing TxDMV approved DLPs by the Deployment Date.
- 5.2.5. If Contractor does not expect the Contractor Solution to be fully operational by the Deployment Date, Contractor may submit a written request to TxDMV’s Contract Representative at least ten (10) Calendar Days prior to the Deployment Date, to request an extension to the Deployment Date, that includes a detailed explanation of the cause(s) of Contractor’s inability to meet the requirement, and a proposed revised Deployment Date. TxDMV will evaluate the request and respond in writing within fourteen (14) Calendar Days of Contractor’s extension request.
- 5.2.6. Contractor agrees that TxDMV maintains the right to terminate the Contract for cause in the event Contractor does not meet all Contractor Solution deployment requirements by the Deployment Date.

5.3. Texas Risk and Authorization Management Program

Commencing on the Effective Date and during the Contract term, Contractor must provide a Contractor Solution that complies with TX-RAMP Certification Level 2. Contractor acknowledges that TX-RAMP

provisional status does not satisfy the TX-RAMP Certification Level 2 requirement. For this Solicitation, TxDMV will not provide “agency-sponsored” TX-RAMP provisional status certification to any Respondent. In the event Contractor is not TX-RAMP certified at any time during the Contract term, Contractor must provide written notification to the TxDMV Contract Representative within one (1) Business Day of loss of TX-RAMP Certification.

5.4. DLP Specifications and Requirements

- 5.4.1. Contractor and all DLPs must meet or exceed the applicable specifications and requirements listed or referenced in Texas Transportation Code, Chapter 504, Subchapter B-1 (Digital License Plates); and Title 43, Texas Administrative Code, Sections 217.59 (Digital License Plate Testing) and 217.60 (Digital License Plate Specifications and Requirements).
- 5.4.2. All DLPs are required to exceed or satisfy the following:
 - A. At least one physical security feature, reviewed and approved by TxDMV using the form and procedures required by TxDMV, that meet or exceed the benefits of a Metal License Plate such that the physical security feature is visible under high beam headlight illumination on a DLP properly affixed to a vehicle’s designated mounting area, from an approximate distance of up to 50 feet at a head-on viewing angle (currently, Metal License Plates contain two virtual security threads and a hologram seal).

5.5. DLP Display Contents; DLP Removal and Malfunction; Customer Data

- 5.5.1. Contractor and all DLPs must meet or exceed the applicable requirements listed in Title 43, Texas Administrative Code, Section 217.61 (Digital License Plate Designs and Displays).
- 5.5.2. All issued DLPs are required to satisfy the following requirements, in accordance with applicable law and regulation:
 - A. Third-Party License Agreement
For intellectual property owned by a third party to be displayed on a DLP, Contractor must first provide to TxDMV an agreement that Contractor intends to enter with the owner of the third-party intellectual property for TxDMV review and approval. Contractor may not display intellectual property owned by a third party unless Contractor has entered a TxDMV approved licensing agreement with the third-party owner of the intellectual property. Contractor’s request for TxDMV approval must follow the procedures required by TxDMV.
 - B. Contractor must not display TxDMV intellectual property on a DLP without the prior written authorization of TxDMV.
 - C. Contractor must comply with the applicable requirements listed in Title 43, Texas Administrative Code, Section 217.62 (Digital License Plate Removal and Malfunction).
 - D. Specialty DLPs. TxDMV will notify Contractor within seven (7) Calendar Days of termination of the Specialty License Plate marketing contract between TxDMV and the Specialty License Plate marketing contractor.
 - E. Collection and Disclosure of Customer Data
 - 1. Contractor must offer Customers the ability to opt-in for release of DLP GPS data and the display of optional DLP information.
 - 2. If Contractor collects any GPS data from the DLP, the information may not be disclosed unless the Customer expressly authorizes the disclosure of the data, or the disclosure is required under applicable law or regulation. If Contractor is required to disclose Customer GPS data, Contractor must inform the Customer to whom the GPS data will be disclosed.

3. Contractor must offer Customers the same mechanism to authorize and revoke the authorization to disclose Customer GPS data. Contractor must immediately discontinue the disclosure of Customer GPS data at the Customer's request, unless the disclosure is required under applicable law or regulation.

5.6. Contractor Solution Technical Requirements

- 5.6.1. Throughout the Contract term, the Contractor System must interface with TxDMV's RTS to verify vehicle DLP eligibility and communicate with the RTS as necessary to provide Services and Deliverables to Customers with DLPs.
- 5.6.2. TxDMV is not required to approve any software changes/updates to the Contractor System initiated by Contractor.
- 5.6.3. Contractor must submit the applicable vehicle information to TxDMV's RTS to confirm that a Texas-Registered Vehicle is eligible for a DLP under Title 43, Texas Administrative Code, Section 217.58 (Digital License Plate Eligibility).
- 5.6.4. The applicable vehicle information must be submitted to RTS prior to completion of DLP order processing, and again prior to activation of a DLP, to confirm continued eligibility. Contractor may not complete the DLP order if the vehicle is not eligible for a DLP.
- 5.6.5. The following DLP order data elements must be transferred between the Contractor System and RTS:
 - A. License plate number;
 - B. Last four digits of Vehicle Identification Number ("VIN");
 - C. DLP serial number;
 - D. Provider identifier;
 - E. Status of DLP;
 - F. Administrative Fee status (paid/not paid);
 - G. Administrative Fee amount;
 - H. Trace number for Administrative Fee payment;
 - I. DLP record unique identifier; and
 - J. Any other applicable or required data as determined by TxDMV.
- 5.6.6. The Contractor System must accept the following data elements from the RTS:
 - A. License plate number;
 - B. Full Vehicle Identification Number;
 - C. Vehicle Registration expiration month/year;
 - D. EXPIRED registration notification (notification to be sent by TxDMV for display on a DLP);
 - E. DLP record unique identifier; and
 - F. Other applicable data as determined by TxDMV.
- 5.6.7. If Contractor does not comply with **Attachment L, Service Level Agreement**, TxDMV may terminate access to TxDMV's systems to prevent Contractor from creating new DLP records and processing new DLP orders. This will not impact the ability of Contractor to access TxDMV's systems for management of existing active DLPs.
- 5.6.8. Contractor must update Contractor's DLP interfaces, if applicable, and conduct system testing and integration testing to ensure uninterrupted functional continuity for all regularly scheduled software releases scheduled by TxDMV, including updates to and hotfixes for the RTS.
- 5.6.9. Administrative Fee Collection and Chargeback
 - A. The Administrative Fee must be paid directly to the State. Accordingly, the Contractor System must allow for and require the Customer to pay the State's DLP Administrative Fee under Title 43, Texas Administrative Code, Section 217.63 (Digital License Plate Fees and Payment) directly to the State via the State's approved online payment system.

- B. If confirmed that a vehicle is eligible for a DLP, the Administrative Fee will be calculated by TxDMV's systems, based on the remaining term of the Vehicle Registration period. The total Administrative Fee required will be provided to Contractor.
- C. For an initial DLP application, Contractor must not sell or lease a DLP to a Customer unless the Customer pays the State's Administrative Fee.
- D. In the event a Customer initiates a credit card chargeback (dispute) on any portion of the Administrative Fee, the funds will be automatically debited from the Texas treasury account and returned to the Customer's credit card in the event the chargeback is successful. In the event a chargeback is successful, the Administrative Fee will be returned to the Customer, and TxDMV will then notify Contractor to cancel the DLP order.

5.7. Contractor System Technical Specifications

- 5.7.1. The technology specifications for the Contractor System, interfaced with the RTS, must have the following specifications:
- A. Capability to seamlessly operate while transitioning between the test environment and the live (production) environment, with minimal downtime for Customers.
 - B. Contractor must require the Customer to use the State's approved payment vendor for online payment of the DLP Administrative Fee, authorized under Title 43, Texas Administrative Code, Section 217.63 (Digital License Plate Fees and Payment) during the Contract term.
 - C. Credit card payment process used by the Contractor System must conform to all applicable Payment Card Industry – Data Security Standards (PCI-DSS) requirements including, but not limited to PCI Security Standards Council requirements for Merchants and/or Service Providers. Contractor must also complete and submit the PCI SAQ annually to TxDMV.
 - D. Contractor must comply with **Attachment K, Information Security Requirements**, including, but not limited to industry standards for security protocols to limit system vulnerabilities. The Contractor System must have, at a minimum, the following security features:
 - 1. Protocol Transport Layer Security ("TLS") 1.2 and above. TLS are cryptographic protocols that provide communication security over a computer network. Must also apply to any customer interface maintained by Contractor. Secure Socket Layer 2.0 and SSL 3.0 or TLS below 1.2 may not be used.
 - 2. Require Hypertext Transfer Protocol Secure, an extension of the Hypertext Transfer Protocol communication over a computer network and is widely used on the internet.
 - 3. Use strong cryptography as defined by the Payment Card Industry Data Security Standard (PCI-DSS).

5.8. Project and Delivery Management

Within thirty ("30") Calendar Days after the Contract Effective Date, Contractor must provide a final Project Work Plan to include a work breakdown structure, outlining the Project tasks and milestones, artifacts and timelines for successful delivery of the Services and Deliverables in this Solicitation.

5.9. System Integration

Within 14 Business Days after the Contract Effective Date, Contractor is required to provide a design document demonstrating integration points with impacted systems and the completed Knowledge Transfer Document based on integration (refer to **Attachment J, Digital License Plate Knowledge Transfer Template**). Contractor will comply with **Attachment J**.

5.10. Interface Specifications

5.10.1. Interface with RTS

- A. The Contractor System must interface with the RTS to verify DLP eligibility of a Texas-Registered Vehicle.
- B. The Contractor System must validate against the RTS data that the Customer's address and county are correct.
- C. Contractor's daily DLP orders must be reconciled with the funds received by TxDMV.
- D. Contractor must provide TxDMV with electronic access to Contractor's DLP sales files.
- E. Contractor must follow the transaction processing procedures of TxDMV and transfer the following electronic DLP order information to TxDMV through the RTS, in a comma delimited import file, no more than three (3) Business Days after a Customer places a DLP order:
 - 1. The date and time stamp when Contractor received the DLP order application;
 - 2. The applicant's name; the name of the payee (if different from applicant);
 - 3. The applicant phone number, mailing address, city, state, zip code and Texas county of residence;
 - 4. Received by (name);
 - 5. Method of payment;
 - 6. Trace number;
 - 7. License plate type (DLP);
 - 8. Accounting code;
 - 9. The DLP number and the full VIN Contractor used to verify vehicle DLP eligibility; and
 - 10. The total Administrative Fee amount paid by Customer.

The Texas Treasury and TxDMV have controls in place that validate the daily processing of transactions and the flow of funds. Contractor must use the TxDMV pre-determined accounting code as provided by TxDMV for each DLP application.

5.11. Contractor System and Interface Testing

- 5.11.1. The Contractor Solution, including the Contractor System, the Contractor System web service or application program interface ("Interface"), and DLP Proofs must be tested and implemented by Contractor in accordance with the tasks, milestones, schedules, and resources documented in the final Project Work Plan.
- 5.11.2. Contractor and TxDMV will conduct a load test, stress test, and system test of the Contractor System interfaced with RTS.
- 5.11.3. Contractor must provide designated TxDMV ITSD staff with a load testing environment that mirrors the actual deployment environment for the Contractor System and Interface (for testing).
- 5.11.4. Contractor must provide TxDMV's VTR and ITSD staff first-line contacts for Contractor's designated developers responsible for the Contractor System and Interface.
- 5.11.5. Contractor must provide a shared drive with TxDMV that provides detailed documentation regarding Contractor's Interface specifications and updates.
- 5.11.6. System testing by Contractor must include commercially available penetration testing of the Contractor System and Interface as required by Title 43, Texas Administrative Code, Section 217.59, and Contractor must provide TxDMV with a copy of the penetration test results.
- 5.11.7. TxDMV will provide testers for user acceptance testing ("UAT").
- 5.11.8. Contractor must provide designated TxDMV ITSD staff full access to Contractor's quality assurance environment application to perform end to end testing of Contractor's Solution during the quality

assurance testing (“QAT”) cycle of Contractor’s Solution.

5.12. DLP Testing, Approval, and Production

5.12.1. DLP Testing and Display Criteria

- A. Within 30 days of Contractor completing all Contractor System and Interface testing, Contractor will submit three (3) DLP proofs (“Proofs”) to TxDMV for functionality and display demonstration so that TxDMV may verify that the DLP’s meet all the requirements of the Solicitation (all Production DLPs must maintain all the functionality and display requirements identified in this Solicitation and must support remote updates).
- B. Legibility and readability testing must be performed with commercially available automated license plate readers in a variety of lighting conditions, as required by Title 43, Texas Administrative Code, Section 217.59 (Digital License Plate Testing).
- C. TxDMV may establish legibility and readability testing requirements in conjunction with the Texas Department of Public Safety or other State entities in Texas, including at least one toll entity operating in Texas.
- D. DLP testing must include commercially available penetration testing for the protection of the DLP and the electronic display information as required by Title 43, Texas Administrative Code, Section 217.59.

5.12.2. DLP Approval Process

- A. If TxDMV approves the Proofs provided by Contractor, to include all functionality and display requirements, TxDMV will send written approval of the Proofs to Contractor.
- B. If TxDMV does not approve the Proofs and requires modification, TxDMV will send written notification to Contractor requiring modification of the Proofs. Contractor will provide three (3) corrected Proofs to TxDMV within 60 Calendar Days of TxDMV’s written notification of required DLP modification. If TxDMV approves the modified Proofs, TxDMV will send written approval of the Proofs to Contractor, or otherwise require further modifications under the same procedures identified above.
- C. TxDMV will retain one (1) submitted and approved Proof and return two (2) submitted and approved Proofs, after completion of TxDMV’s DLP review and approval process.

5.12.3. Production DLPs

- A. All Production DLPs provided to Customers by Contractor under the Contract must be representative of the TxDMV approved Proofs.
- B. If the functionality, display characteristics, or quality of Production DLPs delivered to Customers unacceptably varies from the approved Proofs, TxDMV reserves the right to exercise all remedies available under the Contract and at law. Any additional costs resulting from the production or delivery of Production DLPs that are not in compliance with Contract requirements, will be at Contractor’s sole expense. TxDMV, in its sole discretion, will determine whether the Production DLPs unacceptably vary from the approved Proofs.

5.12.4. DLP Sales or Leases

Contractor must offer DLPs for sale or lease to Texas motorists with eligible Texas-Registered Vehicles. The DLPs will not be offered for sale or lease to the public on the TxDMV website or any TxDMV System.

5.13. Deployment of the Contractor Solution

- 5.13.1. TxDMV, in its sole discretion, will determine whether the Contractor Solution (Contractor System; Interface; and DLP Proofs/models) is approved for deployment. **Contractor may not deploy the**

Contractor System, Interface, or any DLPs, nor may Contractor issue any DLPs to any Customers, without prior written approval from the TxDMV Contract Representative. For the avoidance of doubt, Contractor will not produce or make available to Customers, DLPs under the Contract unless and until TxDMV provides written approval to Contractor of the Proofs and directs Contractor to make DLPs available to Customers.

- 5.13.2. Before deployment of any component of the Contractor Solution, and before issuance of any DLP, and for each subsequent Contractor System or DLP hardware upgrade, Contractor must provide TxDMV with documentation demonstrating the Contractor Solution, for which TxDMV approval is sought, was tested in a manner set forth by TxDMV, in addition to all other testing requirements required by Title 43, Texas Administrative Code, Section 217.59 (Digital License Plate Testing).
- 5.13.3. The Contractor Solution must be fully operational in the production environment and meet all functional and security requirements mandated by the Contract upon deployment.
- 5.13.4. Upon the Deployment Date, Contractor will transition the Contractor Solution to steady state.
- 5.13.5. After deployment, a deployment closeout meeting will be held between Contractor and TxDMV, and Contractor will provide a Project Closeout Report to TxDMV documenting all activities engaged to complete deployment. Contractor Solution deployment is complete only upon TxDMV acceptance of full operational deployment, indicated by TxDMV signature on the Project Closeout Report.

5.14. Contractor Training of TxDMV Staff

Contractor will complete all training as documented in the Project Work Plan, to include training of all TxDMV-designated personnel regarding the Contractor Solution, including but not limited to, troubleshooting and functionality to ensure that all TxDMV-designated personnel acquire sufficient understanding of the Contractor Solution, as implemented. Virtual meetings, preferably through Microsoft Teams, may be used as the primary training delivery method. Onsite training may be requested as necessary at the discretion of TxDMV. All training and training materials must be approved in advance and in writing by the TxDMV Contract Representative.

5.15. Customer Support and Reporting Requirements

- 5.15.1. At a minimum, Contractor must provide customer support as specified in Title 43, Texas Administrative Code, Section 217.64 (Digital License Plate Provider Services and Replacement).
- 5.15.2. Contractor must develop a Maintenance and Support Plan for review and approval by TxDMV documenting the Contractor's operational maintenance and support obligations upon the Deployment Date to both Customers and TxDMV. The Maintenance and Support Plan must include day one support documenting Contractor SMEs' availability for the duration of Deployment Date, and required staffing, including onsite and remote staffing requirements. The final Maintenance and Support Plan must be approved by the TxDMV Contract Representative or designee in writing prior to the Deployment Date and must comply with the requirements of **Attachment L, Service Level Agreement**. Contractor will satisfy all requirements documented in **Attachment L, Service Level Agreement** during the Contract term.
- 5.15.3. Contractor must offer Customer support to include a call center that is available to Customers and TxDMV at a minimum during 8:00 a.m. – 5:00 p.m. Central Time.
- 5.15.4. Customer support and problem resolution must include repair, service, replacement, and any other assistance related to the functionality of a DLP.
- 5.15.5. Contractor must provide and assign a dedicated project manager for the Contract.
- 5.15.6. Contractor must comply with the reporting requirements listed in **Attachment N, Required Reports** by timely providing DLP ad-hoc, summary, and sales reports, as directed by TxDMV, to include annual,

quarterly, and monthly summary reports; and daily, weekly, and monthly DLP sales reports. TxDMV reserves the right to add additional reporting requirements to **Attachment N, Required Reports** when necessary.

5.16. Contractor Solution Documentation

- 5.16.1. Contractor will provide to TxDMV, a final Contractor Solution Project Work Plan (“Project Work Plan”) within 30 days of the Contract Effective Date (Contractor will provide a proposed Project Work Plan with its Response), to include the following:
- A. A detailed Contractor Solution Implementation Project Work Schedule, documenting the Project kick-off, discovery, analysis/design, testing, and deployment for the Contractor Solution;
 - 1. Test Plan
 - Contractor must provide a Test Plan for the Contractor Solution (Schedule Documentation; Test Cases; Test Scripts; Test Report; Use Case Diagrams);
 - 2. Deployment Plan
 - Contractor must provide a Deployment Plan for the Contractor Solution, to include development and design;
 - B. A responsibility assignment matrix (“RACI”) of the Project team roles and responsibilities of both Contractor and TxDMV resources;
 - C. Training and Knowledge Transfer Plan documenting training of TxDMV staff and knowledge transfer to TxDMV staff relative to the operation and functionality of the Contractor Solution;
 - D. A Quality Management Plan and Change Management Plan for the Contractor Solution; and
 - E. A Communication Plan.
- 5.16.2. Contractor and TxDMV will meet to identify testing and implementation milestones and establish the completion dates for the milestones documented in the final Project Work Plan. Strategies and designs will be approved, targets agreed upon, and time and resource commitments will be established within the final Project Work Plan. The final Project Work Plan will define Contractor Solution testing and User Acceptance Testing and Interface deployment parameters.
- 5.16.3. The final Project Work Plan must be reviewed and approved in writing by the TxDMV Contract Representative or designee prior to final Project Work Plan implementation. Contractor will not engage any activities identified in the Project Work Plan until TxDMV approves the final Project Work Plan.
- 5.16.4. Final Interface and Contractor System Technical Design/Architecture Documentation
Contractor must provide finalized Interface and Contractor System Technical Design/Architecture Documentation, including process flow and architecture diagrams for the Contractor Solution (See also **Attachment J, Digital License Plate Knowledge Transfer Template**).
- 5.16.5. List of First-Line Contacts for Contractor’s Designated Developers
Contractor must Provide VTR and ITSD staff a list of first-line contacts for Contractor’s designated developers responsible for the Contractor Solution.

5.17. Disaster Recovery Plan

Within 30 days of the Contract Effective Date, Contractor must provide to the TxDMV Contract Representative its *final* Disaster Recovery Plan regarding the Contractor System, Interface, and DLPs (“Disaster Recovery Plan” or “DRP”) that complies with the requirements listed in this Solicitation for TxDMV’s review and approval (Contractor must provide a *proposed* Disaster Recovery Plan with its Solicitation Response - see **Attachment D, Evaluation Criteria**). Contractor must store a copy of any version of its DRP offsite. The DRP must include the following:

- 5.17.1. Identify essential missions and business functions and associated contingency requirements.
- 5.17.2. Provide recovery objectives, restoration priorities, and metrics.
- 5.17.3. Address contingency roles, responsibilities, and assigned individuals with contact information.
- 5.17.4. Address maintaining essential missions and business functions despite a system disruption, compromise, or failure.
- 5.17.5. Address eventual, full system restoration without deterioration of the controls originally planned and implemented.
- 5.17.6. A Business Impact Analysis to systematically assess the potential impacts of a loss of business functionality due to an interruption of computing and/or infrastructure support services resulting from various events or incidents. In this regard, the analysis will identify the following elements:
 - A. Mission-Critical Information Resources (specific system resources required to perform critical functions) to include:
 - 1. Internal and external points of contact for personnel that provide or receive data or support interconnected systems; and
 - 2. Supporting infrastructure such as electric power, telecommunications connections, and environmental controls;
 - B. Disruption impacts and allowable outage times to include:
 - 1. Effects of an outage over time to assess the maximum allowable time that a resource may be denied before it prevents or inhibits the performance of an essential function; and
 - 2. Effects of an outage across related resources and dependent systems to assess cascading effects on associated systems or processes;
 - C. Recovery priorities that consider geographic areas, accessibility, security, environment, and cost and may include a combination of:
 - 1. Preventative controls and processes such as backup power, excess capacity, environmental sensors and alarms; and
 - 2. Recovery techniques and technologies such as backup methodologies, alternate sites, software and hardware equipment replacement, implementation roles and responsibilities;
 - D. A Risk Assessment to weigh the cost of implementing preventative measures against the risk of loss from not taking action; and
 - E. An Implementation, testing, and maintenance management program addressing the initial and ongoing testing and maintenance activities of the DRP.
- 5.17.7. Analysis regarding the denial of access to Contractor information resources for an extended period. The DRP must also include:
 - A. Measures which address the impact and magnitude of loss or harm that will result from an interruption;
 - B. Identify recovery resources and a source for each;
 - C. Step-by-step DRP implementation instructions; and
 - D. Include provisions for annual testing.
- 5.17.8. Additional Contractor DRP Obligations:
 - A. Coordinate contingency planning activities with incident handling activities;
 - B. Protect the DRP from unauthorized disclosure and modification; and
 - C. Contractor must review its DRP on an annual basis and (based on changes to the organization, system, or environment of operation or problems encountered during DRP implementation, execution, or testing) either provide an updated DRP to TxDMV based upon Contractor's annual review for TxDMV's approval, or provide TxDMV with notice that Contractor does not have an update to its DRP.
- 5.17.9. Contractor must also provide TxDMV with an updated DRP for TxDMV's approval if Contractor modifies its DRP outside of the annual review cycle.

5.17.10. The following conditions also apply to Contractor's DRP:

- A. The DRP will automatically be incorporated into the Contract once approved by TxDMV; and
- B. Contractor is responsible for all costs regarding its DRP.

5.18. Notice to Customers and Obligations Regarding Digital License Plates on Expiration or Termination of the Contract

5.18.1. Except as provided otherwise by TxDMV in a written notice to Contractor that modifies any of the following obligations, Contractor must comply with the following upon the expiration or termination of the Contract:

- A. Within three (3) Calendar Days of the expiration or termination of the Contract, Contractor must notify its Customers in writing of the deadline by which they must replace their DLPs with a Metal License Plate, which is within 30 Calendar Days after the expiration or termination date of the Contract;
- B. Within ten (10) Calendar Days of the foregoing notice sent to Customers, Contractor will provide the TxDMV Contract Representative with copies of the notifications provided to the affected Customers and documentation indicating the notifications were sent. Examples of acceptable documentation include, but are not limited to, a copy of the USPS Certificate of Mailing, a copy of the Certified Mail return receipt, or read receipt for notifications sent via email; and
- C. On the 31st Calendar Day after the expiration or termination date of the Contract, Contractor will terminate displaying information on the DLPs provided to Customers.

5.19. Meetings

5.19.1. Kickoff Meeting

Contractor will coordinate a remote Kickoff Meeting with cross-team introductions within 30 Calendar Days of the Contract Effective Date. The required attendees for the Kick-Off meeting will be technical and Project members from both Parties. This meeting will be facilitated by Contractor to introduce the Project team and provide the opportunity to discuss the roles of Project team members. Other topics may be discussed at this meeting, such as the Project Work Plan, status reporting, weekly meetings frequency, etc.

5.19.2. Quarterly Program Meetings

- A. Within thirty (30) Calendar Days of the end of each calendar quarter, or as TxDMV and Contractor mutually agree, the Parties will meet to discuss key performance indicators, setting and realizing DLP program goals, and tracking the DLP program's progress.
- B. To ensure the quarterly meetings are effective and productive, Contractor will provide a meeting agenda to the TxDMV Contract Representative at least 48 hours prior to the meeting date.

5.20. Delivery Schedule

All Deliverables must be completed in accordance with the Delivery Schedule below. All Deliverables must be submitted in a format approved by the TxDMV Contract Representative.

If any Deliverable cannot be provided within the scheduled timeframe in the Delivery Schedule, Contractor must contact the TxDMV Contract Representative in writing with the reason for the delay and provide a proposed revised Delivery Schedule, which TxDMV may accept or reject at its sole discretion. The request for a revised Delivery Schedule must include the impact on related tasks and the overall Project. Where the risk of prolonging the Project end date exists, the Contractor will include in its change proposition, alternative

solutions to the risk other than a schedule delay. Contract remedies, including but not limited to Liquidated Damages remedies, may be invoked by TxDMV for Contractor failure to provide Deliverables in compliance with the Delivery Schedule. Any changes to the Delivery Schedule will become effective only upon execution of a written bilateral Contract Amendment, or Purchase Order Change Notice, as applicable.

Delivery Schedule*

DEL#	Deliverable Description	Solicitation Section/Attachment Reference	Due Date
D-01	Kickoff Meeting.	5.18.1	Within 30 Calendar Days of Contract Effective Date
D-02	Final Disaster Recovery Plan Provided to TxDMV.	5.16	Within 30 Calendar Days of Contract Effective Date
D-03	Finalized Project Work Plan Provided to TxDMV, Including: Project Work Schedule; RACI; Training and Knowledge Transfer Plan; Quality Management Plan; Change Management Plan; Communication Plan.	5.15	Within 30 Calendar Days of Contract Effective Date
D-04	Final Interface and Contractor System Technical Design/Architecture Documentation, Including: Process Flow and Architecture Diagrams for the Contractor Solution.	5.15; <u>Attachment J</u> , Digital License Plate Knowledge Transfer Template.	Within 30 Calendar Days of Contract Effective Date
D-05	Final Interface Technical Requirements.	5.15; <u>Attachment J</u> , Digital License Plate Knowledge Transfer Template.	Within 30 Calendar Days of Contract Effective Date
D-06	Complete Contractor Solution and TxDMV Testing: Load Test; Stress Test; System Test of the Contractor Solution; QAT; and UAT.	5.11	<XX>
D-07	Full Contractor Solution Deployment (Steady State Operation; Maintenance and Support Plan provided to TxDMV; Deployment Closeout Report Provided to TxDMV; Conduct Deployment Closeout Meeting).	5.13	<XX>
D-08	Contractor makes DLPs available for lease or purchase to Customers, with TxDMV approval.	5.13	<XX>
D-09	All Contractor training Completed; Training Materials Provided to TxDMV.	C.14	<XX>

* See **Attachment N, Required Reports** for reporting Deliverables.

5.21. Acceptance Criteria

All Deliverables must be submitted in a format approved by the TxDMV Contract Representative. A Deliverable will be considered complete and delivered only when TxDMV, at its sole discretion, has determined that the Deliverable complies with Contract requirements and TxDMV accepts the Deliverable, in writing. For all Deliverables, the measure for acceptance by TxDMV is one hundred percent (100%) compliance with Contract requirements. TxDMV may choose to waive imperfections in any Deliverable at its sole discretion.

5.22. Period of Performance

The period of performance in which Contractor must perform and complete the work associated with this Solicitation begins upon Contract execution and ends upon Contract expiration or termination, except as expressly provided by the Contract.

5.23. Contractor's Performance

If Contractor does not achieve the standards of performance identified in the Solicitation, TxDMV may request a Corrective Action Plan or other remedial steps authorized under the Contract. TxDMV and Contractor will work in good faith to ensure that all performance standards are met.

6. Additional Terms and Conditions

6.1. Costs and Expenses.

All costs and expenses under the Contract are the sole responsibility and are at the sole expense of Contractor, including, but not limited to, costs and expenses for the production/acquisition of the Contractor System, Interface, and all DLPs; all testing and deployment under the Contract; and any other requirements of Contractor under the Contract. For the avoidance of doubt, TxDMV will not remit any funds under the Contract to Contractor for any purpose.

6.2. No Guarantee of Volume or Usage

TxDMV does not guarantee a specific volume or usage to Contractor throughout the term of any Contract that may result from this Solicitation.

6.3. Reporting Requirements

Contractor, upon request by TxDMV, must provide reports within ten (10) Business Days that detail the historical provision of Deliverables under any Contract that may result from this Solicitation.

TxDMV reserves the right to modify reporting requirements under any Contract that may result from this Solicitation to meet the evolving needs of TxDMV. If Contractor fails to submit Deliverables reports, falsifies Deliverables reports, or fails to submit Deliverables reports in a timely manner, TxDMV may immediately terminate or cancel the Contract at no fault to TxDMV.

6.4. Future Contract Development

Contractor will provide any information requested by TxDMV to develop future solicitations and facilitate the transition to potential future contractors in a format acceptable to TxDMV within fourteen (14) Calendar Days of the request. Failure to provide future contract development information when requested may affect Contractor's consideration for future contracting opportunities with TxDMV.

6.5. Privacy and Public Information Policies

- 6.5.1. Contractor and its personnel must not divulge any of the following to any third-party without prior written approval from TxDMV: a) any information protected by the federal Driver Privacy Protection Act (18 U.S.C. §2721, et seq.) or Texas statutes, including, but not limited to, Texas Transportation Code, Chapter 730; or b) any Customer credit card data or other personally identifiable information. To demonstrate compliance with this section, Contractor must provide to TxDMV, every State Fiscal Year, a copy of its Payment Card Industry Data Security Standard.
- 6.5.2. New and existing DLP Customer data may not be data mined, sold, disclosed, or used for bulk distribution of surveys, customer retention, generation of marketing leads, market analysis, or marketing solicitations by Contractor or third parties.
- 6.5.3. Because DLP Customer name and address information is automatically opted-out under the DPPA, TxDMV authorizes Contractor to obtain affirmative, express consent, in an area of Contractor's website or DLP order application that is unconnected to the DLP purchase transaction, from Customers willing to subscribe to email newsletters, or to be featured in Contractor's advertising. This consent and related data may not be transferred to third parties unless:
 - A. TxDMV provides prior written approval;
 - B. The third party agrees, prior to any transfer, to be bound by the terms and conditions contained in this Solicitation, including compliance with all State and Federal laws; and
 - C. Contractor provides opt-in Customers with an easy, on-demand way to later opt-out.
- 6.5.4. Contractor must sign **Attachment M, Information Resources Security Compliance & Confidentiality Agreement** prior to Contract execution. Additionally, Contractor shall require its employees and subcontractors that will be involved in providing services under the Contract to sign **Attachment M**, which must be submitted to TxDMV within five Business Days of this Contract's execution. Additionally, Contractor agrees to require its employees and subcontractors who have not previously submitted the form to complete and submit it to TxDMV prior to providing any services hereunder. All forms are deemed incorporated herein by reference and become part of the Contract once submitted.

7. **Response Submission Instructions and Requirements**

The Respondent is solely responsible for ensuring its Response is complete, satisfies all Solicitation requirements, and is submitted to, and received by TxDMV by the Response Deadline.

In no event will TxDMV be responsible or liable for lost, misdirected, technical difficulties preventing submission of Responses, delivery delays or errors, or late Responses. Responses must be received by TxDMV by the Response Deadline. Late Responses will be disqualified.

Responses submitted by any other method not specified in this **Section E** will not be accepted or considered.

All services that entail access to data contained in the Respondent's database of Customer and DLP

information or obtained through the Respondent's interface with TxDMV's system(s), must be performed within the United States of America. Any proposal that proposes the performance of such services outside of the United States of America will be disqualified.

7.1. Electronic Mail Submission of Response.

- 7.1.1. Responses, including all documents required by this Solicitation, submitted by email must be sent to Mandy.Driskill@txdmv.gov with a copy to purchasing@txdmv.gov by the Response Deadline. If TxDMV, in its sole discretion, determines all or any portion of a Response submitted is received late, is illegible, or is otherwise nonresponsive due to equipment failure or user error, the Response or applicable portion of the Response will be considered late and will be rejected. As a courtesy, TxDMV will notify Respondents if their Response was rejected.
- 7.1.2. The subject line for emails containing Response submissions should contain the following in the subject line, as well as the Respondent's Name (abbreviated name is permissible), and the number of emails if more than one (e.g., 1 of #):

"RFP No. 608-25-57034, TxDMV Digital License Plates Services <Respondent's Name Here>"

TxDMV is not responsible for Responses submitted by email, lost emails, or blocked emails, or emails that do not follow the required naming convention. Additionally, TxDMV takes no responsibility for emailed Responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any TxDMV anti-virus or other security software. Respondents are advised to be aware Internet Service Providers may limit file sizes on outgoing emails.

- 7.1.3. If a Respondent believes its Response contains information that is confidential, proprietary, and exempt from public disclosure under the "Texas Public Information Act," Chapter 552 of the Texas Government Code, the Respondent should submit a second, redacted copy of its Response with the email subject line containing the following:

**"RFP No. 608-25-57034, TxDMV Digital License Plates Services <Respondent's Name Here>"-
Redacted"**

The second, redacted copy of the Respondent's Response must include a detailed summary of the redacted information.

If Respondent fails to submit a redacted copy of its Response, TxDMV assumes all information contained in the original Response (excluding social security numbers) is public.

- A. Responses cannot be altered or amended after the Response Deadline. Alterations made prior to the Response Deadline must be initialed by the Respondent or its authorized representative. No Response may be withdrawn after the Response Deadline without written approval from TxDMV.
- B. Responses, including all documents required by this Solicitation, must clearly reference the Respondent's full legal name and the Solicitation title and number, as well as include a table of contents with all pages numbered consecutively and reflect the total number of pages in the Response.
- C. Responses may not include brochures, pamphlets, or other printed materials not specifically requested in this Solicitation.

- D. Responses, including all documents required by this Solicitation, should be submitted in Microsoft Office® formats (Word® and Excel®, as applicable) or in a form that may be read by Microsoft Office® software, or Adobe® portable document format (“PDF”). All documents with signatures will be submitted as a PDF file. TxDMV is not responsible for documents that cannot be read or converted. Unreadable Responses may, in TxDMV’s sole discretion, be rejected as nonresponsive.

7.2. Hand Delivery or Mail Delivery of Response (Optional).

- 7.2.1. Responses may be hand-carried or delivered by overnight service or U.S. Mail before the Response Deadline to the address listed below. Responses received after the Response Deadline will not be considered. TxDMV, in its sole discretion, will either return the rejected Response to the Respondent or dispose of it in accordance with TxDMV policy.

U.S. Postal Service, Overnight/Express Mail, or Hand Delivery
Texas Department of Motor Vehicles Purchasing Section 4000 Jackson Avenue Austin, Texas 78731 Attn: Mandy Driskill, Contract Specialist

All Responses hand delivered or mailed must be in a package plainly marked as:

**“RFP No. 608-25-57034, TxDMV Digital License Plates Services
<Respondent’s Name Here>”**

All deliveries will be received and logged.

- 7.2.2. When hand-delivering or mailing a Response, the Respondent should place a label in the lower left-hand corner of the sealed mailing envelope or box that contains the Solicitation information noted in this Section E.2 If the Response requires more than one envelope or box, the label on each sealed envelope or box should include the number of sealed envelopes or boxes (e.g., 1 of #).
- 7.2.3. If a delivery service is used that prohibits such markings on the outside of the package, this information must be placed in plain view on the outside of an interior envelope or package.

7.3. Applicable Statutes, Rules, and Regulations.

Respondents must comply with all statutes, rules, and regulations related to purchasing applicable to the State and TxDMV in addition to the requirements of this Solicitation. Additionally, Contractor, under any Contract that may result from this Solicitation, will comply with all federal, State, and local laws, statutes, rules, regulations, and ordinances, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract including, but not limited to, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

7.4. Signature Authority

The Respondent, by submitting its Response, represents and warrants that the individual submitting its Response, including all documents incorporated therein, is authorized to sign such documents on behalf of

the Respondent and to bind the Respondent under any Contract that may result from the submission of its Response.

7.5. Texas Identification Number System – Mandatory

Respondent must enter its eleven-digit Texas Identification Number System (“TINS”) number, full name, and address in the spaces provided in **Attachment A, TxDMV Respondent’s Preferences, Affirmations, and Solicitation Acceptance**. Failure to comply with this requirement may result in disqualification of the Response.

7.6. Taxes

Purchases made for State use are exempt from the State sales tax and federal excise tax. Respondents will not include taxes in their Responses, nor will the successful Respondent include taxes in its invoice(s) associated with any Contract that may result from this Solicitation. Excise tax exemption certificates are available from TxDMV upon request.

7.7. Award of Contract

A Response to this Solicitation must be based upon the terms, conditions, and specifications contained herein. The successful Respondent’s Response to this Solicitation does not become a Contract until the Parties execute a written Contract or TxDMV issues a Purchase Order that is accepted by Contractor. The award of any Contract that may result from this Solicitation will be made based upon the evaluation of all compliant Responses received, using the applicable best value factors and the weights listed in the Evaluation Matrix as set forth in **Section F.4**.

7.8. Exceptions to Solicitation Terms and Conditions

Respondents are encouraged to request any desired modifications to this Solicitation through the questions or clarifications process outlined in **Subsection B.1** prior to the Deadline for Submitting Questions or Clarifications, as noted in the Schedule of Events found on the first page of this Solicitation.

Furthermore, TxDMV must reject any Response that includes exceptions that materially change the specifications or requirements of the Solicitation. Any exceptions or additions to the terms, conditions, and specifications contained in this Solicitation including all Attachments thereto by a Respondent and submitted with its Response are deemed rejected by TxDMV and will not become part of any Contract that may result from this Solicitation, unless TxDMV expressly agrees to such exceptions or additions in writing. For the avoidance of doubt, the execution of a written Contract or issuance of a PO by TxDMV that may or may not reference the Respondent’s Response is not sufficient to, and does not, demonstrate TxDMV’s acceptance of any exceptions or additions in the Response, unless expressly stated.

If a Respondent has exceptions (*i.e.*, objections) to any of the terms, conditions, or specifications in this Solicitation including any Attachments or Exhibits thereto, the Respondent must provide the language to which it objects, state the basis for the objection, and propose substitute language using the format below, either on company letterhead or a Microsoft Excel® spreadsheet:

Section/Subsection	Section Title	Exception	Proposed Language
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7.9. Respondent's Response Format and Required Elements

7.9.1. Title Page

The Response title page should include the following:

- A. Solicitation name and number; and
- B. Legal name and principle business address of the Respondent; and the name, business address, telephone numbers, and email addresses (if available) of the proposed principal contact person regarding all contractual matters pertaining to this Solicitation.

7.9.2. Table of Contents

The Response should be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the Response. Additionally, the table of contents should clearly identify and denote the location of all enclosures, appendices, and attachments to the Response.

7.9.3. Executive Summary

Respondents should submit an Executive Summary that provides a concise summary of the plan being proposed to meet the requirements of this Solicitation, the Respondent's approach to providing the requirements in the Solicitation, and a description of what uniquely qualifies Respondent for contract award under this Solicitation. The Executive Summary should exclude cost information.

7.9.4. Contract History

Respondent must provide the following information for all contracts, past and present, related to being a DLP provider, to include the following information:

- A. Name of client;
- B. Contact title, name, business address, phone number, and email address;
- C. A brief description of the project (include scope of work performed and indicate whether Respondent was the prime contractor or a subcontractor);
- D. Contract start and end dates;
- E. Vehicle types or vehicle categories authorized to display a DLP, listed for each current and past contract;
- F. Detailed reason for contract termination, expiration, and/or non-renewal by Respondent's client(s);
- G. Details of any of the Respondent's clients that have assessed liquidated damages against the Respondent; and
- H. Any IT security breaches or breaches of confidentiality of Respondent's systems and/or DLPs.

7.9.5. Demonstration of Respondent's Experience and Capacity to Perform

Respondent must submit with its Response, all documentation that Respondent believes indicates it is best suited to provide services under any resultant Contract. Information submitted with the Response may include, but is not limited to:

- A. Company size/number of employees;
- B. Number of current contracts for provision of similar services within the scope of this Solicitation;
- C. Number of current DLP customers listed for each current contract;
- D. Current geographic regions serviced;
- E. Explanation of market and customer growth from inception to present, including plans for expansion into other geographic regions; and
- F. Any additional documentation that indicates Respondent's experience, expertise, capacity, and stability necessary to successfully comply with the requirements of this Solicitation.

7.9.6. Qualifications of Proposed Staff and Key Personnel

Respondent must provide information to confirm that Respondent and any Subcontractors have the experience, expertise, and stability necessary to successfully comply with the requirements listed in this Solicitation. Please also see **Attachment D, Evaluation Criteria**. Respondent must provide staff capability specific to this RFP, including but not limited to:

- A. Key personnel resumes illustrating the qualifications to perform the services described in the RFP. Resumes should include experience levels as well as any certification documentation in related areas.
- B. Respondent must identify key partnerships and subcontractors it intends to leverage for this Project and specify the tasks/activities and the level of responsibility each will have with the Project.
- C. All key personnel must have a minimum of (5) five years of experience in the field regarding their designated role on the Project. Respondent's key personnel must include the following key personnel positions; however, it is acceptable if one person fulfills more than one of the following key personnel positions:
 - 1. Executive;
 - 2. Project manager; and
 - 3. Contract manager.
- D. The Respondent must provide the following information for each key personnel position:
 - 1. Each individual's name and title;
 - 2. Education/training; and
 - 3. Specific work to be performed and services to be provided.
- E. Qualifications and relevant experience that makes the proposed individual suitable for their designated role on this Project.
- F. Whether the person is an employee or a subcontractor of the Respondent.
- G. Any additional information that indicates the individual's ability to successfully perform the services required under the RFP.

7.9.7. Respondent's Response – Checklist

This Response checklist is designed to assist Respondents in ensuring that all required information is included in their Response. Respondents must refer to the appropriate Solicitation section or Attachment for detailed information regarding the following:

Item	Section or Attachment	Complete
Title Page.	Section 7.9.1	<input type="checkbox"/>
Table of Contents.	Section 7.9.2	<input type="checkbox"/>

Executive Summary.	Section 7.9.3	<input type="checkbox"/>
Contract History.	Section 7.9.4	<input type="checkbox"/>
Demonstration of Respondent's Experience and Capacity to Perform.	Section 7.9.5	<input type="checkbox"/>
Qualifications of Proposed Staff and Key Personnel.	Section 7.9.6	<input type="checkbox"/>
Escalation Protocol.	Section 7.10	<input type="checkbox"/>
Solicitation Exceptions (if any).	Section 7.8	<input type="checkbox"/>
TINS Number.	Section 7.5	<input type="checkbox"/>
Completed and signed <u>Attachment G, Disclosure of Potential Conflicts of Interest Form.</u>	<u>Attachment G</u>	<input type="checkbox"/>
Completed and signed <u>Attachment E, HUB Subcontracting Plan Form.</u>	<u>Attachment E</u>	<input type="checkbox"/>
Completed and signed <u>Attachment A, TxDMV Respondent's Preferences, Affirmations, and Solicitation Acceptance.</u>	<u>Attachment A</u>	<input type="checkbox"/>
All signed Solicitation Addenda (if applicable).	Section 7.14	<input type="checkbox"/>
Certificates of Insurance meeting or exceeding the coverage outlined in <u>Attachment H, General Insurance Requirements.</u>	Section 7.15; <u>Attachment H</u>	<input type="checkbox"/>
<u>Attachment I, References Form.</u>	Section 8.2; <u>Attachment I</u>	<input type="checkbox"/>
<u>Attachment J, Digital License Plate Knowledge Transfer Template.</u>	<u>Attachment J</u>	<input type="checkbox"/>

Respondent's Response must include and comply with the following:

1. Documentation of the Respondent's experience and qualifications to provide the Services and Deliverables required by the Solicitation.
2. Responses to all questions and requirements outlined in **Attachment D, Evaluation Criteria.**
3. All written Responses must be phrased in terms and language that can be easily understood by non-technical individuals (e.g., laypersons without subject matter expertise).
4. All Responses must be in formats as specified by TxDMV – at a minimum, the formats must be in industry accepted standards (e.g., Microsoft Office® formats (Word®, Excel®, PowerPoint®, and Project®, or PDF file).
5. All other information and documents that are required to be included in a Respondent's Response, as stated throughout this Solicitation.

7.10. Escalation Protocol – Mandatory

Respondent's Response must include an escalation protocol for TxDMV's consideration to collaboratively resolve issues encountered during the term of any Contract that may result from this Solicitation. The escalation protocol should explain how issues or complaints are prioritized and resolved. **Failure to comply with this requirement will disqualify the Response.**

7.11. Disclosure of Potential Conflicts of Interest and Disclosure of Interested Parties – Mandatory

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to this Solicitation and any resulting Contract. Additionally, the Respondent must disclose all potential conflicts of interest and describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained. Additionally, the Respondent is required to complete and return **Attachment G, Disclosure of Potential Conflicts of Interest Form** and provide all information requested on the form. TxDMV will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the Contract. Failure to identify actual and potential conflicts of interest may result in disqualification of a Solicitation Response or termination of any Contract that may result from this Solicitation.

Please include any activities of affiliated or parent organizations and individuals who may be assigned to the Contract, if any.

Additionally, pursuant to [Tex. Gov't Code § 2252.908](#), the successful Respondent awarded a Contract greater than \$1 million dollars, or that requires an action or vote of the governing body, resulting from this Solicitation must file a disclosure of interested parties (Form 1295) with the Texas Ethics Commission ("TEC") and provide a copy of the form to TxDMV prior to the business entity signing the Contract. [Rules and filing instructions](#) may be found on [TEC's public website](#) and additional instructions will be given by TxDMV to the successful Respondent.

7.12. HUB Subcontracting Plan – Mandatory

TxDMV HUB staff have reviewed the opportunities available through this Solicitation and determined that subcontracting opportunities are probable for all or part of the required Deliverables. Therefore, Respondent must complete, sign, and return **Attachment E, HUB Subcontracting Plan Form ("HSP")**, with its Solicitation Response. **Failure to comply with this requirement will result in disqualification of the Response.** Respondent should include all subcontractors in its HSP, and whether it is a HUB firm or not. For instructions on how to complete the HSP, Respondent should review **Attachment F, HUB Subcontracting Plan Instructions**.

The HUB Program rules may be accessed at: <https://comptroller.texas.gov/purchasing/vendor/hub/>, which provides instructions to assist with finding historically underutilized businesses on the State's Centralized Master Bidders List ("CMBL") to be used when preparing the HSP.

The link to all necessary forms: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>. If further assistance is needed in preparing the HSP, Respondents or their authorized representative may contact the TxDMV HUB staff in accordance with **Section B**.

7.13. Solicitation and Contract Terms and Conditions

Respondent must complete, sign, and return **Attachment A, TxDMV Respondent's Preferences, Affirmations, and Solicitation Acceptance** as part of its Response. **Failure to comply with this requirement will disqualify the Response.**

Contractor agrees to be bound by **Attachment A, TxDMV Respondent's Preferences, Affirmations, and Solicitation Acceptance; Attachment B, TxDMV Contract Affirmations; and Attachment C, TxDMV Contract Terms and Conditions**, which will be attached to, incorporated into, and made part of any Contract that results from this Solicitation.

7.14. Solicitation Addenda – Mandatory

TxDMV will post any Addendum to this Solicitation on the ESBD, if any. Respondents are responsible for checking the ESBD for updates to this Solicitation prior to submitting a Response. Respondent's failure to check the ESBD does not release it from the requirements of any Addenda nor permit it to increase or withdraw its Response.

If a Respondent has submitted its Response prior to an addendum being posted to the ESBD, the Respondent may email the signed Addendum to the TxDMV Sole Point of Contact identified in **Subsection B.1** with a copy to purchasing@txdmv.gov before the Response Deadline.

When submitting a Response, the Respondent must acknowledge each Solicitation Addendum, if any, by returning a signed copy of the Addendum with its Response. Failure to comply with this requirement may result in disqualification of the Response.

7.15. Insurance

For the duration of any Contract resulting from this Solicitation, the successful Respondent will acquire insurance, bonds, or both, with financially sound and reputable independent insurers, in the type and amount listed on **Attachment H, General Insurance Requirements**. Failure to maintain required insurance coverage or bonds, or acceptable alternative methods of insurance will be deemed a breach of Contract.

8. Response Evaluation and Scoring

8.1. Initial Compliance Screening

The TxDMV Sole Point of Contact identified in **Subsection B.1** will perform an initial compliance screening of all Responses received prior to the Response Deadline. The initial screening will check for compliance with various content requirements and minimum qualification requirements defined in this Solicitation. Notwithstanding anything to the contrary in this Solicitation, TxDMV reserves the right to waive minor technicalities and/or immaterial requirements in a Response and award a Contract that may result from this Solicitation that is in the best interests of the State.

Additionally, TxDMV also reserves the right to request clarification from a Respondent who fails to meet any initial compliance requirements prior to rejecting a Response for material noncompliance with any requirements or for non-responsiveness.

8.2. Respondent's Past Performance

TxDMV, in its sole and absolute discretion, may disqualify a Respondent when it determines there is an unacceptable risk that the Respondent would fail to perform any Contract that may result from this Solicitation. The Respondent bears the burden of establishing that it is a responsible contractor capable of performing the type of Services required by this Solicitation and meeting the anticipated demand from TxDMV and Customers. In addition to the Response, TxDMV may consider any source of information that it deems reliable regarding a Respondent.

TxDMV will consider a Respondent's past performance in compliance with applicable provisions of Sections 2155.074, 2155.075, and/or 2156.007 of the Texas Government Code. The following examples indicate poor contractor past performance:

- A score of less than a C in the contractor Performance Tracking System ("VPTS").
- Vendor currently under a corrective action plan for a TxDMV contract.
- Repeated negative contractor performance reports for the same stated reason.
- A record of repeated non-responsiveness to contractor performance issues.
- Cancellation of purchase order(s) in the previous 12 months for non-performance, such as late delivery or quality control issues; or
- Breach(es) of confidentiality, or security breach(es) of Respondent's IT system(s) or Digital License Plates.

Respondents must submit **Attachment I, References Form** documenting the names and contact information for three verifiable references for current or previous contracts of the same size and scope relative to the Services and Deliverables documented in this Solicitation. TxDMV may consult references regarding Respondent's past performance within the last five (5) years in areas including but not limited to: notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts.

At any point throughout any Contract that may result from this Solicitation, including any extension or renewals periods, TxDMV may initiate examinations of Contractor's performance based upon media reports, and any such investigations will be at the sole discretion of TxDMV.

8.3. Evaluation Scoring

TxDMV intends to award one Contract as a result of this Solicitation based on the recommendation of an evaluation committee. TxDMV will consider the best value for the State as directed by Section 2156.125 of the Texas Government Code, and any other applicable State law, when awarding a Contract to a Respondent.

Prior to the Response Deadline, TxDMV will establish an evaluation committee(s) to review, evaluate, and score each Response. The members of the evaluation committee(s) are subject to change at any time. The committee will include employees of TxDMV and may include agency contractors and/or other individuals invited by TxDMV to participate. The evaluation committee is authorized to consult with and seek the advice of TxDMV employees and non-TxDMV employees who are not members of the evaluation committee.

8.4. Evaluation Matrix

All Responses will be evaluated based upon pre-defined criteria. The evaluation committee(s) will use a

weighted scoring system to achieve a fair and objective assessment of the Responses received based on the evaluation matrix below.

The following evaluation criteria and scoring will comprise the total score:

Evaluation Criteria:		Points
1	Demonstration of Respondent's Ability to Meet Solicitation Requirements	50%
2	Qualifications of Respondent's Staff and Key Personnel	15%
3	Respondent Remediation Procedures	15%
4	Continuity of Operations and Disaster Recovery Plan	10%
5	References*	10%
	Total	100%

* In addition to **Attachment I, References Form**, TxDMV reserves the right to use information obtained from the CPA Vendor Performance Tracking System (<http://www.txsmartbuy.com/vpts>) in evaluating Responses. Also, TxDMV reserves the right to consider information it obtains from any communication with any of Respondent's current or past clients that have terminated a contract with Respondent for default within the last five (5) years, any of Respondent's clients that have assessed liquidated damages against Respondent within the last five (5) years or have elected to not renew their contract with the Respondent.

Only Responses that meet the minimum requirements as set forth in this Solicitation will be reviewed and scored.

8.5. Best and Final Offers and Competitive Range Determination

TxDmv will, in its sole and absolute discretion, determine whether negotiations or Best and Final Offers ("BAFOs") are necessary and may also elect to invite selected Respondents found to be within a competitive range to provide oral presentations of their Responses. A request for a BAFO does not guarantee Respondents any award or further negotiations. Only Respondents that are within the competitive range may qualify for further evaluation or negotiations. Therefore, Responses falling outside this competitive range will be precluded from further consideration of award. Additionally, Respondents should not expect or assume that TxDMV will request a BAFO.

8.6. Discussion with Respondents

TxDmv may, but is not required to, conduct discussions with all, some, or none of the Respondents for the purpose of obtaining the best value for the State. TxDMV may conduct discussions for the purpose of:

- 8.6.1. Obtaining clarification of Response ambiguities;
- 8.6.2. Requesting modifications to a Response; and/or
- 8.6.3. Obtaining a best and final offer.

TxDmv may, in its sole discretion, make an award prior to the completion of discussions with other Respondents if TxDMV determines that the award represents best value to the State.

9. **Awards**

9.1. Award Approach

TxDMV intends to make an award to a single Respondent providing the best value to the State for the Deliverables as set forth in **Section 5** above. However, TxDMV reserves the right to award all or part of any Contract that may result from this Solicitation to one Respondent and to award another part of the Contract to another Respondent.

Any award(s) that may result from this Solicitation will adhere to the procedures, evaluation criteria, and guidelines specified in this Solicitation and in applicable law.

9.2. Award and Cancellation

TxDMV reserves the right to accept or reject all or any part of a Response, waive minor technicalities or immaterial requirements, and award any Contract that may result from this Solicitation that serves the best interests of the State.

If, for any reason, a final Contract cannot be executed with a Respondent selected for award within ten Business Days of TxDMV beginning negotiations with a Respondent, TxDMV may, in its sole and absolute discretion, negotiate a Contract with the next highest-scoring Respondent or may withdraw, modify, or partially award any Contract that may result from this Solicitation.

Additionally, TxDMV also reserves the right to make changes to and/or cancel this Solicitation, make a partial award, or decline to award a Contract resulting from this Solicitation at any time at its sole and absolute discretion.

9.3. Negotiations

TxDMV reserves the right to negotiate any term or condition set forth in the Response that TxDMV considers to be unfavorable to the State and to make modifications to the requirements set forth in this Solicitation, provided such modifications do not constitute a material change.

9.4. Ties

TxDMV may break a tie by applying Respondent preferences under State law that were claimed in the Response. If no preference applies, TxDMV may award tied items by drawing lots, tossing a coin, or drawing names with two witnesses to oversee the tie-breaking activity.

9.5. Protests

If a Respondent wishes to file a protest in connection with this Solicitation or any award resulting therefrom, they may do so in accordance with the rules published by TxDMV in [43 Tex. Admin. Code pt. 10, ch. 210, subch. A, § 210.2](#).

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