

**DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS**

<b>SOLICITATION NO.</b> 405-24R0024616	<b>TYPE OF SOLICITATION</b> NEGOTIATED – REQUEST FOR OFFERS (RFO)	<b>DATE ISSUED</b> 04/09/2025
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**TXGANG SOLUTION**

<p>Vendor must submit electronic responses no later than <b>5:00 P.M. Central Time on 05/09/2025</b> to the following address.</p> <p><b>DPS_Solicit_Response@dps.texas.gov</b> <b>Attention: 405-24R0024616</b></p> <p>DPS is not currently accepting any in-person solicitation responses. DPS will only accept electronic responses received by the date and time indicated in the solicitation.</p>	<p><b>FOR INFORMATION CONTACT:</b></p> <p>Toribio Solis, CTCM, CTCD</p> <p>Contract Administrator</p> <p>PHONE: (512) 424-2968</p> <p>EMAIL: DPS_Solicit_Response@dps.texas.gov</p>
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**RESPONSE (Respondent must fully complete)**

<b>DISCOUNT FOR PROMPT PAYMENT:</b>	<b>10 DAYS</b> %	<b>20 DAYS</b> %	<b>30 DAYS</b> %	<b>___ DAYS</b> %
<b>ACKNOWLEDGMENT OF ADDENDA:</b> Respondent acknowledges receipt of Solicitation addenda and related documents numbered and dated:	<b>ADDENDUM NO.</b>	<b>DATE</b>	<b>ADDENDUM NO.</b>	<b>DATE</b>

<b>NAME AND ADDRESS OF RESPONDENT:</b>	
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<b>RESPONSE DATE</b>	<b>EMAIL AND TELEPHONE NO. (Include area code)</b>
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<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	<b>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>
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**CERTIFICATION, DISQUALIFICATION, AND REMEDIES**

The Respondent must submit its response electronically to **DPS\_Solicit\_Response@dps.texas.gov** before the due date and time posted on the Electronic State Business Daily (ESBD). Respondents must monitor the ESBD posting for addenda that may alter a solicitation, including response due date. Respondents must also review the “Doing Business with DPS” website linked below to reference current documents and information regarding DPS procurement. <https://www.dps.texas.gov/section/infrastructure-operations/doing-business-dps>

By signing this document, Vendor represents and warrants that all statements, certifications, and information submitted in response to this solicitation are true, current, complete, and accurate.

Failure to sign will deem the response non-responsive. DPS may pursue and enforce any available remedies against Vendor for making false statements, including disqualifying the Vendor’s response, immediately cancelling any Contract awarded to Vendor, or recommending State of Texas debarment.

**TERM, PRICING, AND FUNDING**

The contract term commences on the effective date stated in the signing document, or purchase order and expires five years from that effective date.

If necessary, at the end of the contract term, DPS reserves the right to extend continued performance of the Contract at rates specified within, by written notification to Contractor for no more than a six-month period, for the purpose of re-advertising, awarding a new Contract, or transitioning into a new Contract.

DPS will not allow changes after Date of Award to terms or pricing during either the initial term of the Contract or any optional renewal period. The continuation of the Contract for any period is subject to the availability of DPS’s funding source for the Contract.

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## SECTION A—DEFINITIONS

The following terms and acronyms used in the Contract have the meanings given in this section unless the context indicates otherwise.

**“Business Day”** means Monday through Friday except for federal, state, and legal holidays observed by the State of Texas.

**“Business Hours”** means 8:00 a.m. to 5:00 p.m. Central Time.

**“Contract”** means this formal, written, and legally enforceable agreement between DPS and Contractor.

**“Contractor”** means the individual, business entity, or organization awarded the Contract. In the context of submitting a response, “Contractor” also means “Respondent” and “Vendor.”

**“Date of Award”** means the date the Contract is fully executed.

**“Days”** means calendar days unless otherwise specified.

**“DPS”** means the Department of Public Safety of the State of Texas, a state agency in the executive branch created under Tex. Gov’t Code Ch. 411.

**“Fiscal Year”** means any of the one year periods beginning September 1 and ending August 31 used for annual budgetary purposes by the State of Texas.

**“Parties”** means Contractor and DPS.

**“Respondent”** means the individual, business entity, or organization that submits a response in response to this solicitation with intent to contract with DPS.

**“Vendor”** means the individual, business entity, or organization at any stage in the procurement or contracting process (prior to response, during response, and after contract award).

## **SECTION B—SERVICES AND PRICES**

### **B.1 PRICING REQUIREMENTS**

#### **B.1.1 Pricing Instructions**

- A. Respondent must submit proposed pricing on the Mandatory Pricing Schedule that includes all costs, fees, licenses, and all expenses for Contractor's delivery and performance of the commodities or services requested. The final negotiated, contracted pricing and payment structure will represent Contractor's sole compensation under the Contract. DPS guarantees no minimum compensation under the Contract.
- B. DPS will negotiate pricing prior to award of the Contract if the pricing offered appears that it may not be best value to DPS.
- C. Contractor must deliver and provide the commodities and services described in compliance with all requirements of the Contract on a no minimum, as needed, as requested basis. Notwithstanding anything else to the contrary in the Contract, DPS will not make any payments of any amount to Contractor or any other entity or person, and Contractor will not submit any invoices, until Contractor has received approval from DPS's Contract Monitor specifically stating that DPS accepts the commodities or services and Contractor is authorized to submit an invoice. If DPS does not accept the commodities or services, the Contract will involve no payments of any type for any amount.

#### **B.1.2 Financial Rating Report, Financial Resources, and Ability to Perform**

- A. Respondent must provide evidence of its financial resources and its ability to provide the commodities or perform the services for which Respondent is submitting a response. This includes information Respondent believes is pertinent to demonstrate its financial capability, financial solvency, and capacity to fulfill the requirements of this solicitation.
- B. Evidence of financial stability include providing audited financial statements for each of the last two years of Respondent's operations or, in the alternative, financial statements compiled, reviewed, and attested by an independent certified public accountant or certified public accounting firm. Respondents may submit a copy of its Dun & Bradstreet (D&B) Business Information Report. If a D&B Report is submitted the report must include Respondent's Viability Score and the Portfolio Comparison Score or similar ratings.
- C. Respondent must provide documentation and any other financial information reasonably requested by DPS consistent with the services provided by Respondent or otherwise required by the then applicable DPS policies for similar contracts.

- D. Selected Contractor must also submit to the Contract Administrator its financial rating information within 120 days after the end of Contractor's fiscal year.
- E. DPS reserves the right to investigate and determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of Respondent's lack of financial soundness, or if DPS reasonably concludes, after reviewing the information submitted by Respondent as well as all other relevant information obtained by DPS, that significant issues exist that could jeopardize Respondent's full and timely performance. DPS also reserves this same right throughout the life of the Contract, including before executing any optional renewal with Contractor.

## **B.2 INVOICE REQUIREMENTS**

- A. Invoices are Contractor's billing for commodities or services rendered. DPS will pay Contractor based on itemized invoices submitted to and approved by DPS. The invoices must be itemized and clearly identify the actual commodities and services provided.
- B. Contractor's invoice must include the following: the Contract/Purchase Order number, the remittance address, and any prompt payment discount offered. Contractor must email the invoice to the Contract Monitor listed in the Contract and to [apinvoices@dps.texas.gov](mailto:apinvoices@dps.texas.gov).

**The State of Texas will not incur any penalty for late payment if the invoice fails to conform to the requirements of this section or if Contractor did not email the invoice to the appropriate email addresses identified in this section.**

## **B.3 PAYMENTS**

- A. DPS recommends that Vendor receive payments by electronic funds transfer (EFT), also known as direct deposit. If Vendor elects to be set up for direct deposit payment, Vendor must submit a completed Direct Deposit Authorization Form (74-176).
- B. Regardless as to whether Direct Deposit is chosen, Vendor must submit a completed Application for Texas Identification Number (AP-152) and Request for Taxpayer Identification Number and Certifications (W-9) Form with its response.
- C. If Vendor has previously submitted a completed Direct Deposit Authorization Form and Request for Taxpayer Identification Number and Certifications Form to DPS for another separate contract, Vendor is not required to submit another form.

**B.4 MANDATORY PRICING SCHEDULE**

Respondent must submit pricing within the Pricing Tables below replicating, as necessary, in this exact format.

**Table 1: TXGANG New System Implementation**

The Respondent must submit pricing within the table below that is all-inclusive, including training, and supporting details of how the cost for the TXGang solution is developed, as specified in the schedule below.

Item No	Description	% of Total Cost	Milestone Cost
1-001	<b>Planning and Discovery Phase Completion Approval;</b> <i>DEL-01 thru DEL-14; Contract Sections C.6.2.1 and C.6.2.2.</i>	25%	
1-002	<b>Execution Phase Completion Approval;</b> <i>DEL-15 thru DEL-22; Contract Section C.6.2.3.</i>	35%	
1-003	<b>Final Acceptance</b> of implemented TXGANG; <i>DEL-23; Contract Sections C.6.2.4 and C.7.</i>	40%	
Solution		100%	

**Table 2: Optional Additional Training after Final Acceptance**

Item No	Description	Qty	Unit	Unit Price (per session)
2-001	Optional Additional Training - Vendor-provided System Administrator training – Per Session	1	each	
2-002	Optional Additional Training - Vendor-provided Train-the-Trainer training – Per Session	1	each	

**Table 3: TXGANG Maintenance and Support**

Maintenance and Support pricing begins after DPS's final acceptance of the solution. Costs may be prorated accordingly to account for partial-year maintenance.

Item No	Description	QTY	Unit	Unit Price	Extension	Discounted Annual Lump Sum
3-001	Second Year-Maintenance and Support and Cloud Hosting of TXGANG System.	12	month			
3-002	Third Year-Maintenance and Support and Cloud Hosting of TXGANG System.	12	month			
3-003	Fourth Year-Maintenance and Support and Cloud Hosting of TXGANG System.	12	month			
3-004	Fifth Year-Maintenance and Support and Cloud Hosting of TXGANG System.	12	month			

**Table 4: Hourly Rate for Enhancements**

Vendor or Subcontractor Name	Position Title and Description of Duties	Hourly Rate Year 2	Hourly Rate Year 3	Hourly Rate Year 4	Hourly Rate Year 5

## **SECTION C - STATEMENT OF WORK**

### **C.1 INTRODUCTION**

DPS solicits offers from qualified Respondents for a contract that can provide a modern Contractor-provided, cloud-hosted, intelligence system to replace the existing Texas Gang Intelligence Index application (TXGANG).

Texas Code of Criminal Procedure (CCP) §67.052 requires DPS to establish and maintain an intelligence system as defined by 28 C.F.R Section 23.1 et seq. to serve as the state repository for a criminal street gang and foreign terrorist organization intelligence data. These statutes and regulations enforce specific requirements for gathering, storing, disseminating, and utilizing intelligence information by law enforcement agencies.

Additionally, Chapter 67 of the CCP requires any local law enforcement agency that collects intelligence on criminal street gangs or foreign terrorist organizations into a local database to forward that information to DPS for inclusion in TXGANG. Authorized law enforcement professionals trained in handling intelligence data can access TXGANG.

TXGANG currently hosts data from more than 550 law enforcement agencies across Texas and has more than 5,000 users. The system contains information on more than 80,000 organizations and members, and it interfaces with several other DPS applications.

### **C.2 SCOPE**

DPS seeks to award a contract to a vendor to implement a modernized TXGANG application to meet DPS' requirements. DPS is seeking information on the below specifications as part of a best-in-class solution configured to meet the State's needs, with modern and responsive environments, database software, and open-standards application software interfaces. The solution must be based on current industry software design principles and architecture that have active support mechanisms and are flexible enough to anticipate the growth expectations and complexity of the processes. The solution will be required to meet the Federal Risk and Authorization Management Program (FedRAMP) Level High or TX-RAMP Level II certification standards.

DPS is interested in learning about the unique qualities or benefits of a Respondent's technologies and solutions and anticipates extensive collaboration with the selected contractor during the implementation and throughout the duration of the contract to achieve these goals.

The TXGANG solution must provide ready access to the data in compliance with the Federal Bureau of Investigation (FBI) Criminal Justice Information Services Division (CJIS) Security Policy (Exhibit F.8), DPS Information Technology standards and requirements (Exhibit F.9), DPS Cyber Security requirements (Exhibit F.7), and industry best practices.

The awarded vendor will work with DPS to develop more modern methodologies throughout the life of the Contract while continuing to accept all DPS-approved methods. DPS requires that all costs related to cloud hosting be borne within the pricing provided in Section B.4, Table 3. Under no circumstances will DPS remunerate any cloud hosting service contractor directly or at a variable rate.

### C.3 MINIMUM VENDOR REQUIREMENTS

Responses submitted that are missing requirements will not be eligible for award.

1. The Response must include qualified references for the provider’s solution as required in the RFO. References from the Public Sector are preferred.
2. The Respondent must provide a fully integrated and managed solution using a cloud model that is FBI CJIS Security Policy compliant and approved by the State of Texas. The contractor will be responsible for managing all aspects of the service proposed and maintaining CJIS Security Policy compliance throughout the life of the Contract.
3. Solution data must be solely owned by DPS and the State of Texas.
4. All work performed to satisfy the requirements of the contract resulting from this RFO must be performed in the United States.
5. The proposal’s primary contractor must assume responsibility for the overall solution and its components.

### C.4 SYSTEM REQUIREMENTS

A. Respondents must provide narrative descriptions and, where appropriate, images detailing how their proposed solution would fulfill the requirements and deliverables articulated in this solicitation.

B. The modernized TXGANG solution must:

<b>General</b>	
1.	Comply with the CJIS Security Policy, Tex. CCP Chapter 67, and 28 C.F.R., Part 23 in effect on the date of award and maintain compliance throughout the life of the Contract.
2.	Comply with DPS IT and Cyber Security exhibits included in this solicitation.
3.	Include a test environment that DPS can use without restriction.
4.	Include a maintenance and development environment that integrates design, programming, testing, and version control facilities.
5.	Include full-spectrum disaster recovery functionality with minimal downtime.
6.	Maintain an indelible audit log of all system activity, enabling DPS system administrators to access and query archive and current logs.
7.	Enable user authentication via multi-factor authentication (MFA).
8.	Allow DPS system administrators to modify and add functionality to meet changing federal and state standards without requiring vendor change orders.

9.	Incorporate monitoring tools capable of tracking system performance and availability.
10.	Permit customization or configuration of graphical user interface fields by DPS.
11.	Employ event-driven processes.
12.	Implement robust role-based security with transaction-level authorization capabilities.
13.	Enable display and reporting on transaction lifestyles (e.g., submission, error correction).
14.	Generate DPS-configured tracking numbers for all transactions.
15.	Include a free-text field with spell-check capabilities for comments.
16.	Provide multiple enhanced and transparent interfaces with improved field mapping for the exchanged data.
17.	Accept and process electronic signatures.
18.	Include a ticketing system accessible to TXGANG users for issue tracking and monitoring.
19.	Enable statistical analysis of all information submissions, including sources, methods, and dates of submission, delivered as a dashboards and reports.
20.	Retain all forms of alias data elements and allow viewing of all alias elements.
21.	Maintain and display historical date, time, and operator ID for record entries and updates, accessible to systems users.
22.	Provide lookup tables for valid values in fields.
23.	Enable data extracts in commonly used formats for different data types.
25.	Allow modification of individual primary information elements (e.g. name, DOB) without requiring deletion and re-adding of the entire record.
26.	Enable creation and modification of entry form templates by DPS, including adding or removing data fields to capture new or revised member data as required (e.g., legislative mandates).
27.	Allow DPS to create a banner message displayed to users upon system login.
28.	Provide workflow services.

<b>Agency and Individual User Administration</b>	
1.	Include agency and individual user profile accounts.
2.	Permit a user to complete and submit electronically any documentation or user agreements for access.
3.	Support user account validations that allow accounts to remain active and updated with user interaction.
4.	Provide users with the ability to maintain, track, and link to organizational information.
5.	Authenticate users with password identification as defined by DPS.
6.	Specify and implement an automatic logoff for user-configurable inactive sessions.
7.	Allow for the management of users and agency/entity users on an enterprise/global basis.
8.	Include an integrated password reset function that does not require a system administrator to take any action.

9.	Allow authorized agency users to make organizational profile updates.
10.	Track and maintain training and certifications (including notifications) by the agency and by individual and be capable of disabling individual access based on training requirements not met until the individual has completed the required training.
11.	Conduct annual (or other configurable period of time) user account review.
12.	Include and annually update FBI census information for each county and city, to be used for determining compliance with CCP, Chapter 67.
13.	Accommodate access from mobile phone and tablet devices (e.g., Android and iOS). Access can be provided via DPS-approved applications or mobile websites tailored for the mobile browser.
14.	Provide users with Federal 28 CFR, Part 23 training, and other required DPS training.

<b>Submissions</b>	
1.	Seamlessly, without human intervention, ingest all records and data, including images, via manual or electronic record submissions on an individual or batch record level, and process according to system rules and validations as required by DPS.
2.	Allow for the entry and validation of relevant data.
3.	Be capable of adding, modifying, canceling, deleting, un-deleting, activating, and reactivating all aspects of a TXGANG record, including associated data, images, and flags for a single record or in batches.
4.	Be able to view, print, modify, merge, unmerge, delete, and un-delete all types of records and data at record, field, and transaction levels as determined by DPS.
5.	Be capable of flagging records as determined by DPS (e.g., active/non-active status) and storing the status of flags historically.
6.	Direct any issues with incoming transactions to relevant queues for manual handling.
7.	Support multiple work and problem queues.
8.	Provide a method of identifying required data fields on an entry screen.

<b>Dissemination</b>	
1.	Provide access to TXGANG as required by Texas statute and rule, and federal requirements.
2.	Allow for dissemination of TXGANG information to authorized individuals/agencies via the user application and include a log of requests.
3.	Allow agency users to track the lifecycle of a record and report its status upon request.
4.	Include a subscription service to receive notifications regarding activity that occurs within user-defined parameters.
5.	Disclose gang index information based on statutory provisions and include a statement of appropriate use.
6.	Provide the ability to generate any of the reports or other outputs in common electronic document formats (e.g., PDF, comma-separated values [CSV]).

7.	Provide the ability to create/generate custom, standardized system, QA, and operational reports on any of the data elements in the TXGANG database.
8.	Provide functionality or configuration tools to automatically comply with statutes, rules, policies, and procedures related to information dissemination, including images, regardless of the requested medium.
9.	Provide a mapping component that allows users to view the location of individuals and groups based on geographic parameters.
10.	Provide authorized users the ability to place a hold on a record, allowing it to be kept and viewed by authorized users for an indefinite amount of time.

<b>Edits, Validations, and Corrections</b>	
1.	Provide single-item and bulk deletion functionality.
2.	Perform validation on all incoming data, with the system routing any failed validations to problem queues.
3.	Automatically update the personal descriptors on a record if additional descriptors are submitted while maintaining a historical log of the changes in descriptors.
4.	Create and retain one or more tables of all current validation, edit, and business rules related to TXGANG as well as historical tracking of each.
5.	Automatically validate all transactions based on DPS and NCIC format and content requirements.
6.	Provide batch responses for batch submissions.
7.	Match and apply add-on data to an existing record.
8.	Process requests for record corrections, either as a deletion or modification of data/record.

<b>Query/Search</b>	
1.	Provide dynamic query functionality on all fields and queues in TXGANG individually and in combination using advanced searching technology such as Soundex, including the image metadata, and include relevant images in the results of queries when available.
2.	Provide the ability to develop, save, and share query criteria.
3.	Allow for transposed searches where users' requested search uses an algorithm to automatically rearrange the names or numerals provided in an inquiry to provide the best possible opportunity for a match, including advanced search features with percentages.
4.	Be able to reproduce a particular response from a configurable point in time.
5.	Support batch queries and reports.
6.	Accommodate parsing errors for stored names.
7.	Provide for weighting of search results based on DPS criteria.
8.	Provide the ability to request and display both summary and detailed information on a member or organization.

<b>Notifications</b>	
1.	Return any failed record submissions through system interfaces and provide informative data as to the reason for rejection and potential resolution.

2.	Notify designated recipients, internal and external to DPS, based on DPS criteria triggering events.
3.	Provide the ability to send (to a queue or via e-mail), monitor, and track error correction through to completion.
4.	Detect and notify DPS system administrators when systems, applications, or networks are interrupted, significantly degraded, or when there is a loss of power or connectivity.

## C.5 REPORTS

DPS will determine the number and specific requirements for all reports after the Contract award. The following are examples of the needed reports.

- A. System Performance
  - 1. Percentage of transactions taking more than 10 seconds
  - 2. Daily high/low bandwidth usage
  - 3. Available cloud storage
- B. Transactions
  - 1. Daily transaction counts
  - 2. Total number of records (individual or organization)
  - 3. Geographic density
  - 4. Upcoming expirations (by agency)
  - 5. Other auditing reports
- C. Errors
  - 1. Rejected submissions returned to the submitting agency
  - 2. NCIC failed uploads

## C.6 PROJECT REQUIREMENTS

The project requirements are outlined based on solution requirements and deliverables needed at each stage of delivery. These stages are categorized as Planning, Discovery, Execution, and Closeout. DPS will sign an approval of completion of a project stage at the end of the Discovery, Execution, and Closeout phases, which also serve as payment milestones during system implementation.

### C.6.1 Implementation Requirements

Implementation requirements outline the activities that the Contractor must perform during the planning, discovery, execution, and closeout phases of the project. These requirements include:

- A. The Contractor must host formal reviews associated with significant milestones and approvals.

- B. The Contractor's Project Manager must provide full project management and control of Contractor activities. The Contractor's Project Manager must meet with or conduct weekly status update conferences with the DPS Project Team, or as otherwise agreed upon by DPS and the Contractor, to review project status reports and related matters. Status reporting and conferencing must include, but not be limited to:
  - 1. Project planning, schedule, and direction
  - 2. Risks, action items, issues, decisions
  - 3. Logistics (on-site activities, absences, outages, etc.)
- C. The Contractor must convene configuration control meetings to establish and control the requirements throughout the contract's performance and maintain the operational baseline (deployed software and documentation) upon TXGANG becoming operational.
- D. The Contractor must produce and deliver for DPS acceptance an Implementation Plan (DEL-12, Section C.6.2.2.H) outlining plans, schedules, procedures, fail-safes, post-implementation tasks, etc., associated with systems cutover.
- E. The Contractor must produce and deliver for DPS acceptance documentation related to Acceptance Testing Procedures and Scripts (DEL-16, Section C.6.2.3.B). The exact content of DEL-16 will be determined by DPS' accepted Test and Evaluation Master Plan (DEL-04, Section C.6.2.1.D). Multiple versions of DEL-16 may be required to coincide with the overall testing and acceptance approach.
- F. The Contractor must convert the existing data and databases for migrating the current databases to the new system. Additionally, the vendor must provide in their response a description of how the data and databases must be converted.
- G. The Contractor must produce and deliver for DPS acceptance one copy of the System Data (DEL-17, Section C.6.2.3.C) extracted from the legacy system before loading it into the replacement TXGANG.
- H. After loading legacy TXGANG data into the replacement TXGANG solution, the Contractor must produce and deliver to DPS for acceptance a detailed Data Load Outcomes Report, (DEL-18, Section C.6.2.3.D).
- I. The Contractor must produce and deliver for DPS acceptance a Disaster Recovery Plan (DEL-10, Section C.6.2.2.F) to ensure the resiliency of the replacement TXGANG.
- J. The Contractor must provide a disaster recovery solution capable of restoring full operational capability within four consecutive hours of a declared disaster affecting the primary host location. Respondents can propose alternatives that either meet or exceed this requirement.
- K. The Contractor must produce and deliver for DPS acceptance Training Materials (DEL-19, Section C.6.2.3.E) to satisfy a variety of learning methods, roles, and access levels. DEL-18 conveyances are informed by the Training Plan (DEL-11, Section C.6.2.2.G).

L. The Contractor must conduct three types of training courses as follows (Virtual training is the preferred method):

1. **Data Entry Workstation Baseline** – This course will cover all TXGANG entry and maintenance functionality associated with the new TXGANG. The course will provide hands-on instruction for TXGANG entry and maintenance processing. “Hands-on” requires that each student have access to a non-production database during the training sessions. The course will cover TXGANG workflows, displays, data entry, quality assessment, and all functionalities. In addition, the course will cover the basic and administrative user functions of the archive. This course will need to be conducted enough times initially to accommodate approximately 90 staff members, with no more than 10 per session.
2. **DPS Administration, Managers, and Supervisors** – This course will cover TXGANG management functions. The course will provide hands-on instruction on accessing and producing management reports, creating user accounts, and performing audits and inquiries using the tools provided by the System. This course will need to be conducted enough times initially to accommodate approximately 10 staff members, with no more than 5 per session.
3. **Train-the-Trainer** – This course will prepare DPS training staff to provide both of the above training series to internal and external users. This course will need to be conducted enough times initially to accommodate approximately 25 staff members, with no more than 10 per session.

M. The Contractor must produce and deliver for DPS acceptance a Licensure List (DEL-21, Section C.6.2.3.G) that provides verifiable proof that all wares and services from both the Contractor and third parties, deployed in support of the replacement TXGANG solution, are properly licensed.

## **C.6.2 Deliverable Requirements**

Several deliverables are required across the project phases, outlined below (e.g., planning, discovery, execution, closeout, operations). Note that DEL-01, Section C.6.2.1.A (Project Management Plan) formally establishes expectations for all subsequent deliverables and defines their acceptance criteria.

### **C.6.2.1 Planning Phase Deliverables**

The planning phase is essential for establishing comprehensive plans to help guide the project through its execution and close-out phases. These plans are critical for managing time, quality, change, risk, and issues effectively.

**A. DEL-01 Project Management Plan:** This document defines the plan to successfully complete the project and must contain the following information and must include all identified and agreed upon deliverables (from all aspects of the RFO, proposal, and contracting documents) in writing:

1. Approach for Discovery and Design

2. Implementation Methodology
3. Project Overview Description
4. Roles and Responsibilities Matrix detailing who is responsible, accountable, consulted, informed, and the approver for all project deliverables
5. Communication Plan outlining communication protocols, stakeholders, frequency, and methods
6. Escalation Plan specifying processes for reporting to leadership
7. Milestone Schedule
8. Process for defining project deliverable expectations and acceptance criteria before any deliverables are started
9. Project assumptions, dependencies, and constraints
10. Defect Management Plan encompassing defect/issue tracking and escalation
11. Risk Management Plan including a Risk Register, Risk Identification, Risk Assessment, Risk Mitigation Plan, Risk Mitigation Implementation, and Monitoring
12. Risk Register which fully documents each risk identified
13. Project Change Control Process

**B. DEL-02 Integrated Master Schedule (Project Schedule):** This schedule defines the project timeline and must include the following details:

1. Revision date of Project Schedule
2. Detailed list of tasks
3. Key project deliverables
4. Task ownership, identifying the resource(s) responsible for each task
5. An estimate of the duration of time (from start to finish) for each task in days
6. Dependencies between tasks
7. Payment milestone indicators
8. Project deliverable indicators

**C. DEL-03 Requirements Development and Management Plan:** This document outlines how the Contractor will manage the development and management of requirements for the specific program or project. The deliverable must include, at a minimum:

1. Requirements development workflow
2. Traceability

**D. DEL-04 Test and Evaluation Master Plan (TEMP):** This plan provides a comprehensive overview of all proposed system testing and evaluation activities. The TEMP must minimally include detailed descriptions of:

1. Approach and methodology for testing and evaluation
2. Contractor's internal testing and quality assurance processes
3. Assumptions
4. Roles and responsibilities
5. Testing methods
6. Use of simulators
7. Descriptions of what will be tested
8. Approach to managing defects and issues
9. Approach to factory acceptance testing

10. Approach to system acceptance testing
11. Approach to User Acceptance Testing
12. Criteria and process for final acceptance testing and sign-off
13. Performance throughput expectations and metrics
14. Estimated testing durations

### **C.6.2.2 Discovery Phase Deliverables**

The discovery phase relates to the work necessary for the Contractor to familiarize themselves with the current DPS environment. This phase ensures the Contractor has a full accounting of DPS' functional and technical needs, processing metrics, interfaces, business processes, and related items to ensure the replacement solution adequately addresses all aspects of DPS' TXGANG operations. DEL-06, DEL-07, and DEL-08 require conditional approvals based on DPS standards before the content can be finalized and approved during the execution phase of the project.

The deliverables required during this phase include:

**A. DEL-05 System Requirements Specification (SRS):** Provides a comprehensive overview of the solution, specifying its features, requirements, business rules, and scope of functionality. It serves as a foundational document for all stakeholders involved in the design, development, testing, and deployment of TXGANG, ensuring a shared understanding of the system's objectives. Further, the SRS documents the features currently employed in the incumbent systems and illustrates how these directly align with those of the replacement system. The SRS must minimally include detailed descriptions of the following:

1. High-level system functional topology
2. Functional workflows
3. Routing and queues
4. Business rules
5. Requirements
6. User roles
7. Reporting
8. Interfaces to proposed/contracted system
9. Identification of any gaps between legacy and contracted TXGANG
10. Plan for addressing gaps

**B. DEL-06 Technical Architecture Design (TAD):** Explains the architecture design and includes the following, utilizing a DPS-provided template System Architecture.

1. Data Dictionary
2. System Domain Design
3. Data Design
4. User Interface Design
5. Database Design
6. Interface Design
7. Network/Architecture Diagram
8. Requirements Traceability Matrix

- C. **DEL-07 System Security Document (SSD):** This document is a DPS-supplied comprehensive form/template to be filled in by the Contractor.
- D. **DEL-08 Consensus Assessment Initiative Questionnaire (CAIQ):** This document is part of the required Cyber Security Contract Requirements under Section C.16 and is a DPS-supplied spreadsheet/template to be completed by the Contractor.
- E. **DEL-09 Data Migration Plan:** This document specifies the detailed approach for transferring legacy TXGANG system data to the replacement TXGANG, and includes at a minimum:
1. Data migration process
  2. Data sources
  3. Tasks/materials required of DPS staff
  4. Data migration environment
  5. Data element mapping
  6. Data migration validation process
  7. Data quality assessment process
  8. Data cleansing/transformation process
  9. Data migration reporting
  10. Data migration workflows
  11. Data migration timeline
  12. Data migration resourcing
- F. **DEL-10 Disaster Recovery Plan:** The Disaster Recovery (DR) plan ensures the continuity of essential functions across various emergencies and during maintenance or upgrades that may affect TXGANG system operations. The DR plan must detail how the Contractor's solution and services achieve the following:
1. Ensure the performance of DPS' essential functions during emergencies
  2. Protect essential facilities, equipment, records, and other assets
  3. Reduce or mitigate disruptions to operations
  4. Achieve timely, orderly, and complete service resumption
  5. Define plans, procedures, and conditions for declaring emergencies
  6. Conduct annual tests, training, and periodic exercises/drills
  7. Identify essential functions and activities
  8. Establish decision-making processes for implementing the disaster recovery solution and procedures
  9. Establish a roster of fully equipped and trained emergency contractors and DPS personnel authorized to perform essential functions.
  10. Include procedures for employee advisories, alerts, activation of the disaster recovery solution activation, and instructions for relocating to designated facilities with or without warning, during both duty and non-duty hours; this includes maintaining personnel accountability throughout the emergency and ensuring continuous operational status in an active-active environment.
  11. Establish processes to acquire necessary resources to sustain essential operations like those of the Primary Site for up to 30 days.

12. Establish the regimen for monitoring data currency and synchronization between the primary site and the disaster recovery solution; this includes defining the tools, methods, and metrics needed to maintain current, accurate, and non-corrupted data synchronization.

**G. DEL-11 Training Plan:** Details the plan for training individuals impacted by the project, outlining the level and scope of training, target audiences, and high-level schedules, and minimally including descriptions of:

1. Curriculum/Courses
2. Courses' durations
3. Description of materials
4. Approach and resources

**H. DEL-12 Implementation Plan:** This document details the processes for moving the replacement TXGANG into production, and must minimally include descriptions of:

1. Site planning
2. Pre-Go-live period plan, schedule, process, procedures, resources
3. Switchover plan, schedule, process, procedures, resources
4. Post-Go-live plan, schedule, process, procedures, resources
5. Fall-back plans

**I. DEL-13 Cloud Configuration and Sizing Proof:** This document illustrates that the system architecture satisfies the sizing, throughput, requirements, service level agreements, and compliance specifications. It includes a detailed evaluation comprising analysis results, computer modeling and simulation outcomes, benchmark results, and specifications provided by the Contractor. Furthermore, this document provides a detailed description and inventory of the hosting environment, encompassing computer resources, storage resources, networking resources, software names, and versions. This information is crucial for supporting the modernized TXGANG solution.

**J. DEL-14 Planning and Discovery Phases Completion Approval:** This DPS-provided document signifies DPS approval of the completion of the implementation work up to and through the Discovery phase of the project, including the deliverables outlined in the Planning phase and the approved SRS. The signature of this document by DPS demonstrates relevant approvals of the documents and actions during the Planning and Discovery phases and the agreement to move into the Execution phase.

### **C.6.2.3 Execution Phase Deliverables**

The execution phase involves the completion of the work, outputs, and deliverables. It is during this phase that any remaining project deliverables are finalized, and the completed system is delivered to DPS. Any changes to the deliverables listed below are subject to the Project Change Control Process.

**A. DEL-15 Configuration Management Plan:** This document details the system configuration as implemented and accomplishes the following:

1. Establishes a controlled configuration document for any software, network, and virtualized component of TXGANG
2. Maintains current copies of the TXGANG documentation and code
3. Articulates the changes made to the base product offered to DPS to customize TXGANG as deployed

**B. DEL-16 Acceptance Testing Procedures and Scripts:** Aligned with the DPS-approved Test and Evaluation Master Plan (DEL-04, Section C.6.2.1.D), this document ensures that each aspect of the System Requirements Specification (DEL-05, Section C.6.2.2.A) is properly scripted, tested, recorded, and published. Multiple versions of DEL-16 may be required for different test types (e.g., factory, system, user). Key components of DEL-16 include:

1. Overview of the test process
2. Identification of the test team
3. Roles and responsibilities within the Test Team
4. Scope of the test
5. Scenarios, Test Cases, and/or user stories
6. Approach to top logging/reporting and tools description
7. Approach to summarizing and reporting
8. Post-testing tasks and activities

**C. DEL-17 System Data:** The Contractor must deliver one complete copy of all migrated legacy TXGANG data to DPS using a mutually agreed upon media/conveyance.

**D. DEL-18 Data Load Outcomes Report:** This report will detail the results of legacy data loading into the replacement TXGANG system, including:

1. The number of records converted, with a count of records successfully converted after the migration.
2. Documentation of any encountered issues, specified by record number (assigned during conversion), state identification numbers (SID), problem type, and resolution. This includes a list of transaction record numbers (TRNs) with matching FBI numbers but differing SIDs. All records not successfully converted by record number and TRN, if available.
3. The results of a conversion audit.

**E. DEL-19 Training Materials:** These materials must include, but are not limited to, computer-based training, videos, guides, and manuals.

**F. DEL-20 System User Manuals:** Materials provided to system administrators and basic users to provide system information and basic troubleshooting.

**G. DEL-21 Licensure List:** This comprehensive list must include all licensed services and wares deployed as part of the overall solution, to include the name of the service/ware, the licensing period, the number of licenses, and other related information necessary to verify proof of good standing with all delivered components.

H. **DEL-22 Execution Phase Completion Approval:** This DPS-provided document signifies DPS approval of the completion of the implementation work up to and through the Execution phase of the project, including successful data migration, user acceptance testing, system training, and the move to production. The signature of this document by DPS demonstrates approval of the documents and actions during the Execution phase and agreement to move to the Closeout phase.

#### C.6.2.4 Closeout Phase Deliverables

The closeout phase ensures an orderly wind-down of project activities and ensures all administrative, functional, and operational items are appropriately delivered and accounted for. Closeout is also where DPS will formally provide final acceptance of the system.

A. **DEL-23 Final Acceptance:** This DPS-provided document formally accepts the delivered TXGANG solution.

#### C.6.2.5 Deliverable Reference Table

Below is a reference table listing all required deliverables for quick reference.

Ref #	Deliverable
<b>Implementation Phase: Planning</b>	
DEL-01	Project Management Plan
DEL-02	Integrated Master Schedule
DEL-03	Requirements Development and Management Plan
DEL-04	Test and Evaluation Master Plan
<b>Implementation Phase: Discovery</b>	
DEL-05	System Requirements Specification
DEL-06	Technical Architecture Diagram
DEL-07	System Security Document
DEL-08	Consensus Assessment Initiative Questionnaire
DEL-09	Data Migration Plan
DEL-10	Disaster Recovery Plan
DEL-11	Training Plan
DEL-12	Implementation Plan
DEL-13	Cloud Configuration and Sizing Proof
DEL-14	Planning and Discovery Phases Completion Approval
<b>Implementation Phase: Execution</b>	
DEL-15	Configuration Management Plan
DEL-16	Acceptance Testing Procedures and Scripts
DEL-17	System Data
DEL-18	Data Load Outcomes Report
DEL-19	Training Materials
DEL-20	System User Manuals

DEL-21	Licensure List
DEL-22	Execution Phase Completion Approval
<b>Implementation Phase: Closeout</b>	
DEL-23	Final Acceptance

**C.7 FINAL ACCEPTANCE CRITERIA**

TXGANG's final acceptance will follow the requirements outlined in the DPS IT Standards and Requirements Exhibit, Section 1.7.8, Final Acceptance, with confirmation that the identified application meets all requirements as listed in the individual requirements documents, and delivery of all required documentation. Vendor must outline a proposed error reporting process within its Response which provides for multiple issue severity levels and accompanying response and resolution times. DPS will determine the severity level of each reported issue.

If the outlined requirements in Section 1.7.8 are not met, DPS may extend the period by the number of days required to complete the performance requirement. DPS' Project Manager or assigned designee will confirm all phases of the Contract have been completed as required by the Contract. When the terms of Section 1.7.8, Final Acceptance, and Section 1.7.9, Failure Resolution, in the DPS IT Standards and Requirements Exhibit have been completed, DPS's Contract Monitor or designee will issue the Final Acceptance Document as final acceptance.

**C.8 MAINTENANCE AND SUPPORT**

The Contractor will provide all cloud hosting and software maintenance and support, including upgrades to meet and maintain performance service levels, and internet connections.

The Contractor must provide:

- A. Support for the software, including management of software changes developed for DPS through the service level agreement.
- B. Scheduled preventative and unscheduled diagnostics and fault correction services, and software modifications to maintain optimal software performance.
- C. A web-based support portal available 24 hours a day, 365 days a year to report minor issues, with a researchable knowledge base for known issues. Response to reported problems will adhere to the service level agreement.
- D. Maintenance services to resolve usability problems, including bugs, security issues, and installation of software updates and major releases.
- E. New software versions or releases at no additional cost to DPS as part of the annual maintenance support, per Section B.4 Mandatory Pricing Schedule.
- F. All software licenses that provide Systems functionality that has not exceeded the established end-of-life for that software.

- G. Routine patching and upgrades of all software impacting application production availability to maintain compliance with the software manufacturer's versioning requirements and DPS' IT division standards. Updates to manuals resulting from Systems software updates will be supplied to DPS at no charge.
- H. Periodic software updates that incorporate (I) defect corrections and (II) vendor-initiated enhancements with prior written approval from DPS' Project Manager or assigned designee.
- I. Managed support for the software (including software changes the vendor develops for DPS under this contract) through the Service Level Agreement.
- J. Advance notice to DPS' Project Manager or assigned designee at least five (5) business days before scheduled preventive maintenance activities impacting TXGANG operation.
- K. Notification to DPS' Project Manager or designee with email or phone notice of any unscheduled preventive maintenance activities, receiving approval from DPS prior to services being rendered.
- L. Installation of patches and upgrades for all applications and operating System software associated with the System, along with written preauthorization of DPS to keep current with all FBI CJIS policies and standards. As a preventive maintenance requirement, DPS will not permit any related work to fall under Section C.9 Enhancement Services.
- M. Installation, at no charge during the principal maintenance period, of all mandatory changes preauthorized in writing by DPS.
- N. Replacement of faulty, malfunctioning, or end-of-life software to maintain current functionality and operational effectiveness.

**C.9 TXGANG ENHANCEMENT SERVICES**

- A. TX GANG enhancements are performed by Contractor outside of the scope of implementation, preventive, and/or remedial maintenance. Potential future enhancements cannot be defined at the time of solicitation. Reasons for enhancements could fall under updated legislative requirements, results of audits requiring modifications to the TX GANG system, or overall best business practices such as modernization efforts to the System to benefit the end user experience.
- B. At DPS' sole discretion, DPS may require enhancement services which will be mutually agreed upon in writing prior to services being rendered. Where appropriate, Change Orders may include specific deliverables, schedule, payment milestones, and liquidated damages.
- C. Enhancement services requested by DPS which are expected to require less than eight development hours will be performed at no additional cost to DPS.
- D. Enhancement services that are estimated to exceed eight hours will be governed by the issuance of a task-specific Change Order Request Form, Exhibit F.4 (CORF), using the rates in the hourly rate pricing for future enhancement services (fixed hourly rate) in the Mandatory Pricing Schedule (Section B.4, Table 4). DPS will initiate this process by providing Contractor with a written scope statement of the requested change(s) for Contractor to work with DPS to draft a CORF using the DPS approved and incorporated

CORF (Exhibit F.4). Once DPS and Contractor have determined and agreed to all deliverables and schedule for completion to include DPS's testing and acceptance and updated the CORF accordingly, DPS will issue a Purchase Order Change Notice. DPS and Contractor will complete the work described in the CORF. Upon completion of outlined deliverables, DPS will review to validate successful completion and issue a Change Order Acceptance Form (see Exhibit F.5).

- E. The enhancement will undergo a stabilization and acceptance period. This stabilization period will not start until the enhancement is in production. The stabilization period will consist of ten business days of production operations with five consecutive days error-free.
- F. Contractor must follow the requirements in the DPS IT Standards and Requirements Exhibit and the DPS Cyber Security Requirements Exhibit specific to the DPS Change Control Process.
- G. Contractor must provide a monthly status report during the life of a change order. The monthly status report must include details about completed tasks, pending tasks, non-started tasks, and any risks or issues related to the change order. The report is due by the fifth business day of the month for the prior month and must be submitted to the DPS Contract Monitor and the DPS PM designated in the CORF.
- H. Contractor must provide test plan, test results, training plan, training, business process documentation, System documentation, and other documentation mutually agreed upon by Contractor and DPS for each change order requested within 15 business days of DPS final acceptance of the change order.
- I. Contractor must provide relevant training as requested by DPS, including training manuals if required by DPS, for the functionality changes to the System.
- J. Contractor must provide maintenance and support of the changes under each CORF at no additional cost to DPS throughout the life of the Contract.

## **C.10 TRANSITION**

In the event that DPS awards a subsequent competitive solicitation to a new contractor or if DPS decides to perform the work itself, Contractor must work with DPS and any new contractor to smoothly and seamlessly transition the system and services. Contractor will develop a transition plan upon request by DPS. DPS must approve the transition plan before implementation. DPS will not release the final invoice until Contractor returns all Work to DPS.

## **C.11 DPS PERSONNEL**

### **C.11.1 DPS's Contract Administrator**

- A. The Contract Administrator for administration of the Contract is Toribio Solis.
- B. The telephone number for the Contract Administrator is 512-424-2968.
- C. The email address is Toribio.Solis@dps.texas.gov.

The Contract Administrator is the representative of DPS's Procurement and Contract Services responsible for the general administration of the Contract, negotiation of any changes, and issuance of written amendments to the Contract.

If DPS and Contractor agree to amend the Contract, DPS will issue a written amendment signed by authorized signatories of the Parties.

**C.11.2 DPS's Contract Monitor**

- A. The Contract Monitor for the Contract is Robin Keiffer, or assigned designee.
- B. The telephone number for the Contract Monitor is 512-424-2427.
- C. The email address is CRD\_CMO@dps.texas.gov.

The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of DPS or the State of Texas.

**C.11.3 DPS's Project Manager**

- A. The Project Manager for the Contract is Gabriel Cruz-Letelier.
- B. The telephone number for the Project Manager is 512-424-0949.
- C. The email address is Gabriel.Cruz-Letelier@dps.texas.gov.

DPS's Project Manager for the Contract is responsible for the overall management and coordination of the project(s) and will act as the central point of contact for DPS. The Project Manager has authority to act for DPS in the performance of any project connected to the Contract.

**C.12 LIQUIDATED DAMAGES**

DPS seeks a comprehensive, modern, fully functional TXGANG solution. Any disruption in the provision of this system will greatly impact the safety of law enforcement and the public. As such, DPS requires sureties relative to Contractor performance. This includes:

- A. Liquidated Damages: DPS reserves the right to assess liquidated damages at amounts outlined below. The parties acknowledge that the harm that will be caused to DPS by such a delay is difficult to estimate; however, the amount of liquidated damages listed in the Contract is a reasonable estimate based on its best estimate of actual damages incurred and is enforceable. DPS may choose to assess liquidated damages as direct

payment or as service credits against future contract delivery expenses. Liquidated damages apply under the following conditions:

1. Operations Phase – The Contractor’s inability to meet defined Service Level Agreement items, including:
  - FBI CJIS Security Policy Adherence: Inability of the contractor to correct deficiencies related to maintaining compliance with the FBI CJIS Security Policy. Damages may be assessed at \$10,000 per day following formal notification from DPS.
  - Solution Support Responsiveness: Inability of the Contractor to adhere to the service level agreement. The following table establishes the basis for the service level agreement in terms of delivered solution issues.

<b>TXGANG Service Level Standard</b>	<b>Per Hour</b>	<b>Per Day</b>
Severity 1/2 (Critical/blocker) acknowledgment – 1 hour	\$2,500	
Severity 1/2 (Critical/blocker) resolution – 24 hours		\$50,000
Severity 3 (Major) acknowledgment – 4 hours	\$1,000	
Severity 3 (Major) resolution – 72 hours		\$25,000
Severity 4 (Minor) acknowledgment – 8 hours	\$500	
Severity 4 (Minor) resolution – 10 days		\$10,000
Severity 5 (Trivial) acknowledgement – 24 hours	\$500	
Severity 5 (Trivial) resolution – 60 days		\$5,000

2. DPS further reserves the right to assess liquidated damages at an amount up to \$5,000 per Day for each Day Contractor misses the completion date of each deliverable specified in a Change Order.
- B. The Contractor will not be held responsible, and liquidated damages may not be assessed, for any delay resulting from activities within the responsibility of the DPS Project Team, or for delays that DPS deems were outside the control of the Contractor. The burden of proof that the delay is attributable to DPS rests with the Contractor.
  - C. Any liquidated damages assessed under the contract may, at DPS’ discretion, be deducted from any payments due to the Contractor. DPS has the right to offset any liquidated damages payable to DPS, as specified above, against any payments due to the Contractor. If insufficient payments are available to offset such liquidated damages, the Contractor must pay DPS any remaining liquidated damages within 15 days following receipt of written notice for the amount due.

### **C.13 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PARTICIPATION**

- A. An Historically Underutilized Business (HUB) is a business that is certified by the State of Texas that (1) is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American, an American woman, or a Service Related Disabled Veteran; (2) is a for-profit entity that has not exceeded the size standards established by 34 Tex. Admin. Code § 20.294, and has its principal place of business in Texas; and (3) has an owner residing in Texas who has a proportionate interest in the business and who actively participates in the control, operations and management of the entity's affairs. See also 34 Tex. Admin. Code § 20.282.
- B. Vendor must make a good faith effort to comply with all state HUB requirements under Tex. Gov't Code Chapter 2161 and the administrative rules, as applicable. Vendor must also comply with its approved HUB Subcontracting Plan (HSP).
- C. Respondent must submit an HSP as part of its response and must comply with implementation of the HSP. Contractor must seek written approval from DPS prior to making any modifications to its HSP. Respondent must submit a detailed description of the HSP and required forms with the response. Respondent's response will be considered non-responsive if the agency forms are not completed in full or are missing from Respondent's original response.
- D. Contractor must provide notice to all subcontractors listed on their HSP of their selection as a subcontractor for the Contract. The notice will specify, at a minimum, DPS's name, the name of the Contract Administrator, the Contract's assigned contract number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontract, and the expected percentage of the Contract's total value that the subcontract represents. Contractor must provide a copy of the notice to the Contract Administrator no later than ten business days after the effective date of the Contract.
- E. Contractor must submit the Prime Vendor Progress Assessment Report to the Contract Monitor and DPS HUB Office on a monthly basis (by the fifth day of the following month).

### **C.14 INSURANCE REQUIRED UNDER THE CONTRACT**

Unless otherwise specified in this Contract, DPS's Standard Terms and Conditions or any other exhibit or attachment, Contractor will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure this Contract's proper performance and cover any potential liabilities with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry or as determined by DPS. Contractor will provide evidence of insurance upon request by DPS.

If any policy is determined by DPS to be deficient and does not comply with the terms of this Contract, Contractor will secure such additional coverage as required by DPS, law, regulation, or customary practice. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.

#### **C.15 CRIMINAL HISTORY BACKGROUND CHECK**

- A. Contractor's project personnel must submit to a fingerprint-based Criminal History Background Investigation, at Contractor's expense. To facilitate this Criminal History Background Investigation, each person must complete DPS Contractor Background Information form (HR-22), which DPS will provide.
- B. If required under the Contract, Contractor will not allow personnel who have not submitted to and successfully completed DPS fingerprint-based Criminal History Background Investigation and who do not otherwise maintain a DPS security clearance to work on the Contract. DPS has the right to prevent Contractor's personnel from gaining access to DPS building(s) and computer systems if DPS determines that such personnel do not pass the background check or fail to otherwise maintain DPS security clearance.
- C. When required, Contractor's Project Manager will provide the following to DPS Contract Monitor no later than ten days of executing the Contract:
  - 1. the completed Contractor Background Information form (HR-22) for all proposed personnel; and
  - 2. acceptable fingerprints for all proposed personnel.
- D. Throughout the term of the Contract, DPS may require Contractor personnel to submit an annual DPS fingerprint-based Criminal History Background Investigation to DPS.
- E. Throughout the term of the Contract, Contractor will promptly notify DPS of any activity or action by Contractor's personnel that may affect that individual's ability to continue to work under the Contract.

#### **C.16 CYBER SECURITY CONTRACT REQUIREMENTS**

Contractor must comply with the requirements found in the Cyber Security Contract Requirements Exhibit. To the extent that any language in the Contract conflicts with the Cyber Security Contract Requirements Exhibit, the Cyber Security Contract Requirements Exhibit controls.

For all contractor-hosted services proposed (even if Vendor wants to use a third-party provider such as a standardized cloud services provider), Respondent must provide a completed Consensus Assessments Initiative Questionnaire (CAIQ) found at this link. <https://cloudsecurityalliance.org/research/cloud-controls-matrix>

In this section, hosted services means a combination of traditional IT functions to be provided by Vendor or a third-party provider, such as infrastructure, applications software (including COTS software solutions), security, monitoring, storage, hardware, and hardware maintenance.

For hosted services using a third-party cloud services provider, Contractor must deploy in an environment authorized by TX-RAMP, StateRAMP, or FedRAMP at a High impact, and maintain program compliance and certification throughout the term of the contract. If CJIS data is being processed, stored, or transmitted, Contractor must deploy in a Government Cloud environment, and this must be a dedicated cloud account specific to DPS.

#### **C.17 INFORMATION TECHNOLOGY STANDARDS AND REQUIREMENTS**

Contractor must comply with the requirements found in the IT Standards and Requirements Exhibit.

#### **C.18 FBI CJIS SECURITY ADDENDUM**

Vendor, as appropriate, must execute a signed CJIS Security Addendum that Vendor can download from <http://dps.texas.gov/SecurityReview/documents.htm>. Additionally, each Contractor employee or subcontractor performing duties related to the Contract must sign a CJIS Security Addendum Certification prior to beginning work. Each certification must include the employee's or subcontractor's signature and Vendor's authorized representative signature. DPS may terminate the Contract for cause if it determines Contractor is out of compliance.

Prior to beginning work on the Contract, Vendor must enter into the CJIS online system all Contractor employees and subcontractors who will work on the Contract, and have those employees and subcontractors complete the CJIS online training and testing. DPS can provide further instructions upon request. Vendor must meet or exceed all requirements contained in the CJIS Security Policy found at the same website.

## **SECTION D—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS**

### **D.1 RESPONSE PREPARATION INSTRUCTIONS**

- A. These instructions are designed to help ensure the Respondent submits all relevant information in its response.
- B. Responses must be prepared in accordance with these instructions providing all required information in the format specified.
- C. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for considering the response non-responsive unless stated otherwise within this solicitation.
- D. Responses must use a sans serif 12-point font (such as Arial or Calibri) on an 8-1/2" x 11" format (except for graphic information being requested). Respondent's response must be paginated, contain a full table of contents, and have component sections clearly identified.
- E. DPS must receive responses no later than the deadline established in this solicitation and submitted to the submission email listed on page 1, unless a later deadline is specified in an addendum to the solicitation that is posted on the ESBD.
- F. Respondent must ensure that its response is clearly labeled.
- G. Respondent must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, and other similar documents may not be submitted.
- H. Respondent must submit all pertinent information directly within its response, information submitted as an internet link is considered non-responsive. Respondent must submit documentation or information within the response.

### **D.2 SOLICITATION ADDENDA**

- A. No later than the established solicitation deadline, Respondents must acknowledge receipt of all solicitation addenda by signing and returning the addenda, identifying the addenda number and date.
- B. Respondent's failure to timely acknowledge addenda may subject its response to rejection.

### **D.3 LATE SUBMISSIONS, CHANGES, AND WITHDRAWALS OF RESPONSES**

- A. DPS will not consider any response received at the designated email address after the specified date and time.

- B. Respondent cannot amend its response and DPS will not accept an amended response after closing date and time. If Respondent wants to amend its response, Respondent must amend prior to the closing date and time.
- C. Respondent must clearly identify any alterations made before closing time through its authorized representative.
- D. Alterations made before closing time will be initialed by Respondent or its authorized representative.
- E. No responses can be withdrawn after closing date and time without approval by DPS. Should a Respondent, after closing time, request its response be withdrawn, Respondent must email the request to the Contract Administrator listed in the solicitation.
- F. DPS is not responsible for submissions delivered to DPS after the date and time stated on page 1 of this solicitation. It is the Respondent's responsibility to ensure that it submits, and that DPS receives, its complete response timely. DPS recommends that Respondent submit their complete response well in advance of the due date and time.
- G. DPS takes no responsibility for electronic responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any DPS anti-virus or other security software. Therefore, DPS recommends confirming receipt.

#### **D.4 RESPONSE ACCEPTANCE PERIOD**

- A. All responses will be valid for 180 days after the solicitation opening date and will constitute an irrevocable response to DPS for the 180-day period.
- B. Such period may be extended beyond the 180 days upon mutual written agreement of both parties.

#### **D.5 CONTRACT AWARD**

DPS may award one or more Contract resulting from this solicitation to the responsible Respondent, whose response is best value under the evaluation criteria in this solicitation.

#### **D.6 DPS'S RIGHTS**

- A. DPS may:
  - 1. reject any or all responses if such action is in the public interest;
  - 2. accept other than the lowest priced response; and
  - 3. waive minor informalities and minor irregularities in responses received.

- B. Waiver of deviations in any response will not constitute a modification of this solicitation and will not preclude DPS from asserting all rights against Respondent for failure to fully comply with all terms and conditions of this solicitation. Copyrighted responses are unacceptable and are subject to being considered as non-responsive. DPS reserves the right to make any corrections or include additional requirements in the resulting contract prior to issuance which are necessary for DPS's compliance, as an agency of the State of Texas, with all state and federal requirements. DPS reserves the right to consider any response non-responsive which asserts any copyright on any DPS-created form which is specifically designated by this solicitation to be a form that will be completed and included in a response submitted in response to this solicitation.
- C. DPS reserves the right to reject any one response or all responses or portions of responses submitted in response to this solicitation.
- D. Except as provided for in Section D.10, the submission of a response has the effect of waiving proprietary rights or confidentiality.
- E. All responses and any content provided by the Respondent are considered the property of DPS for use for the life of any resulting contract as determined by DPS with respect to the scope of the project.
- F. DPS is not liable for any costs or damages that may be incurred by respondents in the preparation, formulation, or presentation of a response.
- G. In case of ambiguity or lack of clarity, DPS may adopt such interpretations as may be advantageous to DPS.
- H. DPS reserves the right to withdraw this solicitation at any time for any reason.
- I. DPS reserves the right to award no contract and to solicit additional responses at a later time.
- J. DPS incurs no obligation regarding this solicitation unless and until a contract is fully executed by the parties. However, all responses received by DPS will remain confidential until the evaluation process is complete.
- K. DPS will not hold a public response opening event.

## **D.7 RESPONSE SUBMISSION INSTRUCTIONS**

### **D.7.1 Volume One – Contract Forms and Required Response Information**

This section will contain the following completed contract sections with authorized representative signatures, where applicable:

- A. Solicitation, page 1 (with any signed addenda);
- B. Information and Certifications Form;
- C. Financial Rating and Solvency Information;
- D. A Redacted Solicitation and Contract response, if applicable;
- E. Direct Deposit Authorization Form (74-176), completed if choosing direct deposit as a possible payment option;
- F. Request for Taxpayer Identification Number and Certifications (W-9);
- G. Application for Texas Identification Number (AP-152); and
- H. Documentation from the appropriate state entity that indicates that Respondent is properly certified to conduct business in the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Account Status from the Comptroller of Public Accounts).

### **D.7.2 Volume Two – Information Section**

- A. Cover Page: List name and address of Respondent, date of response, solicitation identifier, and signature of authorized official.
- B. Introduction: Clear expression of who Respondent is, to include an outline of organizational capabilities, goals, project management process approach, business process management design, other previous accolades, and a listing of all subcontractors.
- C. Information Sheet: Including all information required of Respondent and any subcontractors.
  - 1. Name and address (including telephone number) of Respondent and all subcontractors.
  - 2. Business form of Respondent and its subcontractors (e.g., corporation, partnership).
  - 3. Date and state of incorporation.

4. Names and addresses of principal officers, directors, or partners.
5. A résumé of key personnel who will be providing services in any resulting contract, both Respondent and subcontractor employees. These résumés must include the percentage of time each person will dedicate to any resulting contract. The response will include key project personnel as follows:
  - a. Demonstrated experience in providing the services requested in this solicitation for each key project personnel.
  - b. Résumés for key personnel assigned to any resulting contract will include:
    - project management experience, supervisory experience, business process experience, application languages, hardware installation abilities, software upgrade experience, programming skills/abilities, data formats for each qualifying project.
    - 1) Name
    - 2) Title (current)
    - 3) Education
    - 4) Experience related to projects the staff member was directly involved in:
    - 5) Project(s) Scope
      - a) Role
      - b) Related specific technical qualification experience
      - c) Start and completion dates (must include MM/DD/20YY)
      - d) Specific work to be performed or deliverables to be provided under the Contract.
- D. Respondent must identify and provide in its response a minimum of three references relating to past contracts or projects that are similar in size and scope. Respondent must provide, the name, email address, phone number, and title for each reference provided. Respondent must provide project begin and end dates, brief descriptions of deliverables, overall costs, and scope of work performed.
- E. Organizational, biographical, and Financial Rating information for the Respondent and all proposed third parties and subcontractors.
- F. Project Schedule and Plan: A plan detailing how Respondent will deliver the commodities and fully implement the services required in Section C.
- G. Respondent must specifically address, within its response, the requests for information as detailed throughout this solicitation. Respondent is responsible for ensuring that all such information is included within its response.
- H. Respondent is encouraged to provide a response narrative for each section and subsection, in the format in which requirements are presented, in sufficient detail to clearly demonstrate Respondent's compliance with all requirements of this solicitation,

both technical and administrative. Supplemental justification or documentation can be provided as attachments. Respondent must ensure that all material submitted should be directly pertinent to the requirements of this solicitation and will be formatted as to the specific requirement as delineated in this solicitation.

- I. Electronic and Information Resources (EIR) Accessibility. Respondent must provide documentation of the voluntary product accessibility template (VPAT) [Voluntary Product Accessibility Template \(VPAT<sup>™</sup>\) | Section508.gov](#) (including accessibility conformance reports or vendor accessibility development services questionnaire as applicable) and Section 508 and EIR compliance for all components of the proposed goods or services. See Tex. Gov't Code Chapter 2054, Subchapter M; 1 Tex. Admin. Code Chapter 213; and 1 Tex. Admin. Code Chapter 206; and WCAG 2.0 AA (current and as subsequently amended). VPAT is a vendor-generated statement (using the required template) that provides relevant information on how a vendor's product or service claims to conform to the Section 508 Standards.
- J. Business Continuity and Disaster Recovery Plan. Respondent must submit, with its response, descriptions of its business continuity and disaster recovery plan and processes. If DPS awards a Contract under this solicitation, Contractor must submit, within ten days from Contract award, its plans regarding how Respondent will protect DPS's vital state records throughout the life of the Contract and for any record retention period required beyond the life of the Contract. The plans must include specific actions Contractor will take to meet DPS's essential function recovery times and the related artifacts for the methodologies, tests, and exercises used to validate its business continuity and disaster recovery plan. DPS may reasonably require Contractor to amend its business continuity and disaster recovery plan (based on DPS's dependence or necessity on the particular good or service).
- K. **Assumptions.** No assumptions should be included in a response. All issues or questions that might be advanced or addressed by way of assumption should be submitted to DPS. *The inclusion of assumptions in a proposal may result in a Respondent not being awarded a contract.*
- L. **Exceptions.** If Respondent has exception requests to the DPS Standard Terms and Conditions, these exceptions must be submitted on the Vendor Exceptions Form.

#### **D.7.3 Volume Three – HUB Subcontracting Plan (HSP)**

Respondent must provide a completed HSP as required.

NOTE: Failure to submit the HUB Subcontracting Plan, if applicable, with the appropriate forms will subject Respondent's response to rejection from further consideration.

#### **D.7.4 Volume Four – Cost and Pricing Response**

Respondent must provide pricing in the required Mandatory Pricing Schedule format.

## **D.8 PRESENTATIONS**

DPS may require a presentation (e.g., interview, demonstration, and/or site visit) from the competitive field of Respondents to gather more information to determine negotiation and award recommendations. The first round of evaluations will identify the vendor field of competition. If DPS chooses to conduct demonstrations, those selected will be scored using the criteria listed within Section E, Evaluation Criteria, to include information provided in the presentation. DPS will complete another evaluation and scoring matrix for the field of competitive Respondents without taking the initial evaluation into account. The new score will be the Respondent's final score and determine the ranking of the Respondent(s) following the presentation. Respondents are responsible for their presentation equipment, materials, and internet connection. Respondents will be given advance notice and an agenda for the presentation specifying the solicitation requirements to be presented in detail. Respondents are not to present marketing materials not related to the DPS solicitation. If DPS requires a site visit, DPS will notify selected Respondents of the time and location. Failure to participate in the requested presentation or site visit may eliminate a Respondent from further consideration. DPS is not responsible for any costs incurred by the Respondent in preparation for any presentation or site visit.

## **D.9 DISCUSSION AND CORRESPONDENCE**

- A. Respondent must communicate and ask questions concerning this solicitation, including any of a technical nature, in writing only to the Contract Administrator listed on page 1 and in accordance with any required deadlines.
- B. DPS will provide written responses to the questions.
- C. Respondent should rely only on the written information provided in this manner. Respondent is specifically cautioned against relying on any oral information.
- D. Respondent is specifically prohibited from making contact with any DPS personnel other than the Contract Administrator involved in this solicitation for discussing its responses. The only exception is if the Respondent has questions regarding proper completion of the HSP, the HUB coordinator listed on the HSP may be contacted with a copy to the Contract Administrator.
- E. The responsiveness of each response will be evaluated upon the written instructions provided by throughout this solicitation and as described in Evaluation Criteria.
- F. Unauthorized contact with DPS personnel by any Respondent may result in DPS considering Respondent's response non-responsive in its entirety.

## **D.10 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT**

DPS is a governmental body subject to the Texas Public Information Act (PIA), Tex. Gov't Code Chapter 552. The response and other information submitted to DPS by Respondent are subject to release as public information by DPS. The response and other submitted information is presumed subject to disclosure unless a specific exception to disclosure under the PIA applies.

If it is necessary for Respondent to include proprietary or otherwise confidential information in its response or other submitted information, Respondent must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire response subject to release under the PIA.

In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the response that are considered by Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by Respondent as proprietary or confidential will be deemed subject to disclosure under the PIA. Respondent will irrevocably be deemed to have waived, and Respondent agrees to fully indemnify the State of Texas and DPS against any claim of infringement by DPS regarding the intellectual property rights of Respondent or any third party for any materials appearing in the response.

If Respondent's response contains any information which Respondent claims is confidential and not subject to release under the PIA, Respondent must prepare and deliver to DPS two copies of its response containing the following information.

1. A complete copy of all of Respondent's submissions under this solicitation. Respondent must mark this copy's documents with "Complete Response Documents, [Respondent's Name], [DPS] SOLICITATION [SOLICITATION Number]. CONTAINS CONFIDENTIAL INFORMATION."
2. A complete copy of all of Respondent's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This copy must also contain an Appendix, which contains clear references to all redacted information including a general description of the redacted information. Respondent must mark this copy's documents with "For Public Release: Redacted Version of [Respondent's Name], [DPS SOLICITATION] SOLICITATION [SOLICITATION Number]."

**D.11 AGENCY POSTING OF CONTRACTS**

After award, information, documentation, and other material in connection with this solicitation or the Contract may be subject to public disclosure under the Public Information Act.

Without prior written notice to Respondent, the redacted response may be posted on DPS’s website as part of the Contract per Tex. Gov’t Code § 2261.253(a).

**D.12 ANTICIPATED SCHEDULE OF EVENTS**

DPS currently anticipates that the selection of successful Respondents and award of the Contract, if any, will proceed according to the following schedule:

<b>04/09/2025</b>	<b>N/A</b>	<b>Solicitation Posted to ESBD</b>
<b>04/17/2025</b>	<b>5:00 P.M., CT</b>	<b>Last day to submit written questions for clarification to DPS</b>
<b>04/23/2025</b>	<b>5:00 P.M., CT</b>	<b>Estimated date for DPS to post Question and Answer (Q&amp;A) document to ESBD</b>
<b>05/09/2025</b>	<b>5:00 P.M., CT</b>	<b>Deadline for DPS to receive responses</b>
<b>08/31/2025</b>	<b>N/A</b>	<b>Anticipated date of Contract Award</b>

DPS reserves the right, in its sole discretion, to change the above date(s). Notices of changes to items directly impacting the original solicitation process will be posted on the Electronic State Business Daily (ESBD) located at: <http://www.txsmartbuy.com/esbd>. Respondent should check the ESBD frequently for updates. Respondent is solely responsible for verifying receipt of its questions, if applicable, and responding by the deadlines stated. A Respondent’s failure to periodically check the ESBD for updates will in no way release the awarded Respondent from compliance with any requirements in posted “addenda or additional information” although such compliance may result in additional costs to meet the requirements.

Questions regarding this solicitation must be in writing and must be submitted to DPS’s Contract Administrator by the date and time noted in the table listed in this solicitation. Questions may only be submitted by email. DPS intends to post answers to these questions on the ESBD on or before the date and time noted in the table listed in this solicitation. Respondent is solely responsible for verifying DPS’s timely receipt of its questions by the stated deadlines.

## SECTION E—EVALUATION CRITERIA

DPS will evaluate responses in accordance with the best value standards in Tex. Gov't Code §§ 2155.074, 2157.003, and 2157.125. The specific criteria and relative weights are as follows.

Criteria	Weight
Technical Requirement	40 points
Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support.	30 points
Cost	30 points
Total	100 points

A Respondent's past performance will be measured in accordance with applicable provisions of Texas Gov't Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may no longer be considered for this selection criterion for any of the following conditions:

- A score of less than a C or Legacy Unsatisfactory in the Vendor Performance Tracking System;
- Currently under a Corrective Action Plan through the Comptroller of Public Accounts (CPA);
- Having repeated negative Vendor Performance Reports for the same reason;
- Having a record of repeated non-responsiveness to Vendor Performance issues; or
- Having purchase orders that have been cancelled in the previous 12 months for non-performance (late delivery, etc.).

Contractor performance information is located on CPA's website at:  
<http://www.txsmartbuy.com/vpts>.

DPS may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System, DPS may examine other sources of vendor performance including, notices of termination, cure notices, assessments of liquidated damages, litigation, audit report, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, DPS may initiate such examinations of vendor performance based upon media reports. Any such investigations will be at the sole discretion of DPS, and any negative findings, as determined by DPS, may result in non-award to Respondent.

## **SECTION F—LIST OF EXHIBITS**

### **By number and title**

- F.1 Standard Terms and Conditions
- F.2 Information and Certifications Form
- F.3 HUB Subcontracting Plan (HSP)
- F.4 Change Order Request Form
- F.5 Change Order Acceptance Form
- F.6 Final Acceptance Form
- F.7 Cyber Security Contract Requirements
- F.8 CJIS Security Addendum and Certifications
- F.9 IT Standards and Requirements
- F.10 Application for Texas Identification Number (AP-152)
- F.11 Direct Deposit Authorization Form (74-176)
- F.12 Request for Taxpayer Identification Number and Certifications (W-9)
- F.13 Vendor Exceptions Form