



Texas Office of Court Administration

**Request for Offers No.: 212-25-0959
Class and Item: 920-05**

Request for Offers

for a

Public Safety Report System

Offers Due: September 15, 2025, at 3:00 p.m. Central Time

Table of Contents

	Page
1 Introduction.....	4
2 Project Objectives	4
3 Stakeholders.....	4
3.1 Office of Court Administration	4
3.2 Texas Judicial Council	4
3.3 Texas Courts.....	4
3.3.1 Appellate Courts	6
3.3.2 Court of Criminal Appeals.....	6
3.3.3 Courts of Appeals	6
3.3.4 Trial Courts	6
3.3.5 Other Stakeholders.....	7
4 Current / Future State.....	7
4.1 Current State.....	7
4.1.1 Charitable Bail Organizations.....	8
4.1.2 Required Forms.....	8
4.1.3 DPS Training and Certifications	9
4.1.4 Judicial Training and Education	9
4.1.5 APIs	9
4.1.6 Data Integrity	9
4.2 Desired Future State	10
5 RFO Overview	10
5.1 Contract Term.....	10
5.2 Schedule of Events	10
5.3 Designated Contact.....	11
5.4 Contact with Procurement Team Members	11
5.5 Evaluation Process	11
5.5.1 Evaluation Criteria	12
5.5.2 Offer Review Process	12
5.5.3 System Demonstrations	12
5.5.4 Best and Final Offers	12
5.5.5 Contract Award.....	13
6 Offer Response Requirements	13
6.1 Submittal Instructions.....	13
6.2 Delivery Instructions	13

6.3 Procurement Rules/Regulations	14
6.3.1 Obtaining Copies of the RFO	14
6.3.2 Offeror Questions.....	14
6.3.3 Legal Counsel	14
6.3.4 No Late Offers	14
6.3.5 Non-Conforming Offers.....	14
6.3.6 Cost of Preparation of Offers.....	14
6.3.7 No Copyrights.....	14
6.3.8 Concise Offers	14
6.3.9 Realistic Offers	15
6.3.10 Multi-Contractor Responses (Joint Ventures).....	15
6.3.11 Multiple Offers.....	15
6.3.12 Discrepancies and Omissions	15
6.3.13 Confidentiality of Documents, Proprietary Information.....	15
6.3.14 Collusion or Fraud	16
6.3.15 Lobbying and Gratuities	16
6.3.16 No Communication with Media.....	16
6.3.17 OCA's Right to Reject Offers and Waive Defects.....	16
6.3.18 OCA's Right to Cancel Solicitation.....	16
6.3.19 Amendment or Withdrawal of Offer.....	17
6.3.20 Organizations Ineligible to Propose.....	17
6.3.21 Protests.....	17
6.4 Response Organization Instructions	17
6.5 Detailed Response Instructions	18
7 Definitions.....	35
8 Attachments	35

1 Introduction

The Office of Court Administration (OCA) is a state agency in the judicial branch that operates under the direction and supervision of the Supreme Court of Texas and the Chief Justice. Texas Code of Criminal Procedure Article 17.021 requires OCA to maintain a public safety report system that generates a public safety report for review by magistrates when setting bail for defendants charged with a Class B misdemeanor or higher category of offense. Additional information regarding the current public safety report system is available on OCA's website: <https://www.txcourts.gov/bail/>. The contract currently in place for OCA's public safety report system expires on August 31, 2026, and may be extended for up to two additional 24-month periods. OCA invites submissions of offers, in compliance with the requirements and terms set forth in this Request for Offers (RFO) for the continued operation of a public safety report system and related services (System).

2 Project Objectives

The project objectives are to develop, implement, host in the cloud, maintain, support, and update a scalable System; to train all statewide Authorized Users on its use; and to ensure the System complies with the requirements outlined in the Requirements Response Workbook attached as Attachment 3 and the Statement of Work attached as Attachment 1-1. The System will enable judges to review both a defendant's criminal history and public safety report, make informed and appropriate bail decisions, make a record of those decisions, and generate necessary reports.

3 Stakeholders

3.1 Office of Court Administration

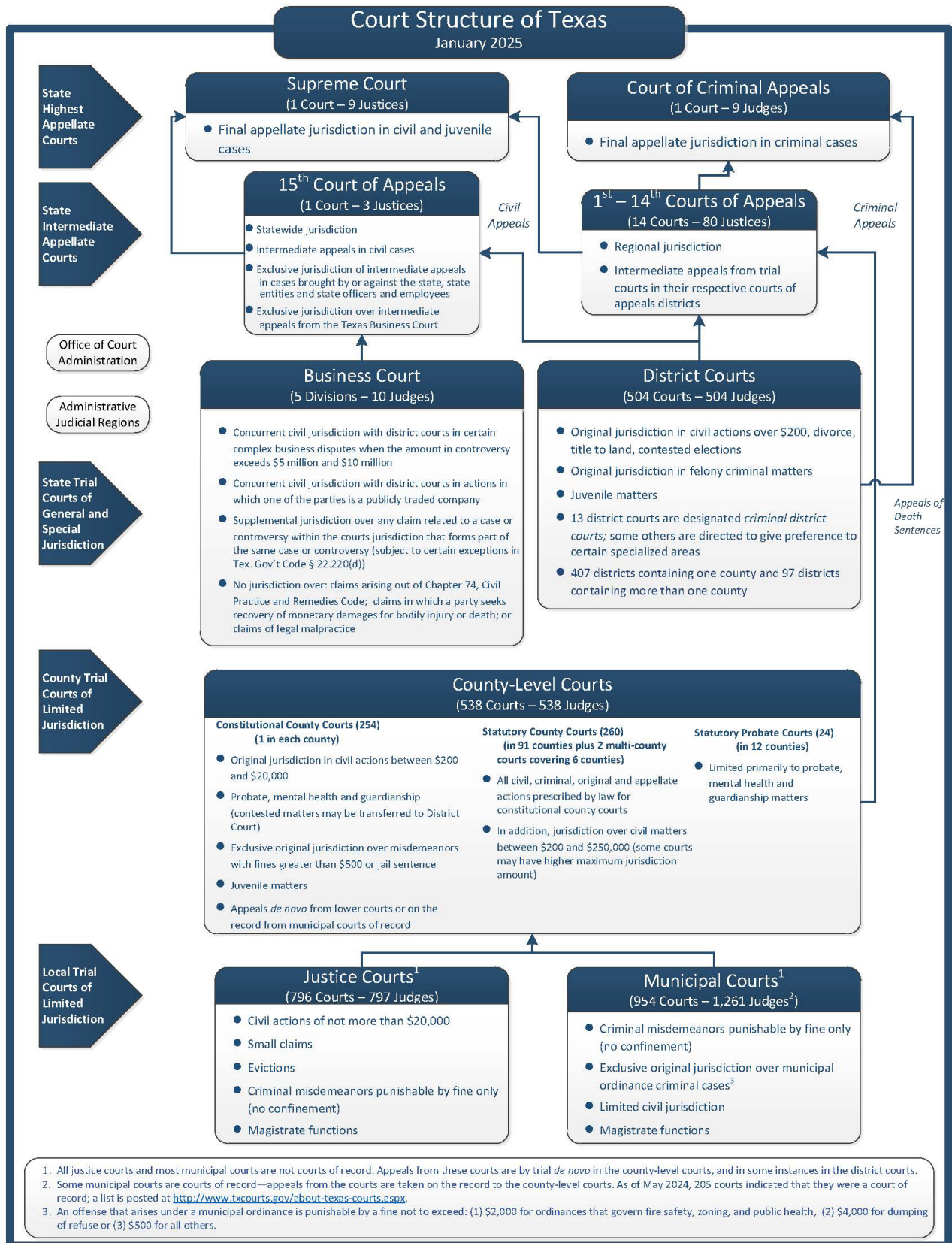
OCA's mission is to provide resources and information for the efficient administration of the judicial branch of Texas. OCA's role in this project is to procure the System to be used by magistrates as required by Texas Code of Criminal Procedure Article 17.021, Article 17.022, and Texas Government Code Sec. 72.038.

3.2 Texas Judicial Council

The Texas Judicial Council (Council) is the policy-making body for the state judiciary. The Council studies methods to simplify judicial procedures, expedite court business, and better administer justice. It examines the work accomplished by the courts and submits recommendations for improvement of the System to the Texas Legislature, the Governor, and the Supreme Court of Texas.

3.3 Texas Courts

Much of the information contained in this section is summarized from publicly available sources. To gain a complete understanding of the Texas State judiciary, Offerors are encouraged to visit the Texas Courts website. Figure 1 below offers a high-level diagram of the judiciary's organizational structure.



3.3.1 Appellate Courts

Appellate courts in Texas hear appeals in cases which have been previously tried in the trial courts. No new evidence is presented, and no witnesses are heard on the appeal of the cases.

3.3.2 Court of Criminal Appeals

The Court of Criminal Appeals has statewide, final appellate jurisdiction in criminal cases and makes rules of post-trial and appellate procedure for criminal cases. Most of the cases heard by this court are appeals from the 1st through 14th Courts of Appeals. An important exception is that appeals in all criminal cases in which the death penalty has been imposed are made directly from the district court to the Court of Criminal Appeals. In regard to the System, a case may be appealed which may include the original determination of bond by the judicial officer.

3.3.3 Courts of Appeals

There are 15 courts of appeals in Texas with intermediate appellate jurisdiction. The 1st through 14th Courts of Appeals have intermediate appellate jurisdiction in both civil and criminal cases appealed from district or county courts. The 15th Court of Appeals was created in September 2024 and has intermediate appellate jurisdiction over appeals from the Business Court and cases brought by or against the State, certain State entities, and their officers and employees. As it relates to the System, a case may be appealed to the 1st through 14th Courts of Appeals which may include the original determination of bond by the judicial officer and the State may directly appeal the insufficiency of a bond.

3.3.4 Trial Courts

Trial courts across Texas are the primary Authorized Users of the System. Magistrations and bail settings may occur at any level of the Texas trial courts.

- **District Courts**

The district courts are the trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each district court serves an entire county, and each county must be served by at least one district court. In rural areas of the State, several counties may be served by a single district court, while an urban county may be served by many district courts. While most district courts try all cases, in the more densely populated counties the courts may specialize in civil, criminal, juvenile, or family law matters.

- **Constitutional County Courts**

As provided in the Texas Constitution, each of the 254 counties of the State has a single county court presided over by a constitutional county judge. In addition to performing judicial functions, the county judge serves as the administrative head of the county government. In the more populated counties, the administrative duties occupy most of the time of the county judge, and the Legislature has created county courts at law and statutory probate courts to relieve the county judge of most, and in some cases all, of the judicial duties usually performed by that office.

- **Statutory County Courts**

Under its authority in Article V of the Texas Constitution to establish courts as may be necessary, the Legislature has created county courts at law (also known as statutory county courts) in the larger counties to aid the constitutional county court in its judicial functions.

- **Justice Courts**

The Constitution requires that each county in the State establish between one and eight justices of the peace precincts, depending upon the population of the county. Also, depending on the population of the precinct, either one or two justice courts are to be established in each precinct.

- **Municipal Courts**

Under its authority to create such other courts as may be necessary, the Texas Legislature has created municipal courts in each of the incorporated cities of the State.

3.3.5 Other Stakeholders

- **Local Law Enforcement Offices**

Authorized Users of the System are not limited to just court staff and judicial officers. In some jurisdictions local law enforcement is responsible for inputting the data necessary for preparing the public safety report. This includes, but is not limited to, municipal police departments, county sheriff's offices, and other local law enforcement.

- **County Pretrial and Probation Offices**

In some jurisdictions local pre-trial and probation office staff are responsible for inputting the data necessary for preparing the public safety report.

- **Prosecutors**

Prosecutors will have limited access to the System to obtain certain bail information.

- **Case Management System Vendors**

Currently there are approximately 24 vendors that provide case management systems to courts across the State of Texas, including differing configurations and versions. A primary reason that case management vendors are a stakeholder is because some courts already enter the information collected in the System within their local case management system. As such, a proper application programming interface (API) connection will benefit the jurisdiction for efficiency purposes.

- **Jail Case Management System Vendors**

The number of vendors that provide the case management system solutions to Texas jails is unknown, but for many jurisdictions the information that would otherwise be entered into the System is contained in their local jail case management system. OCA works to help courts provide API connections to their local jail case management system if it is necessary for use of the System.

4 Current / Future State

4.1 Current State

Pursuant to Article 17.021 of the Texas Code of Criminal Procedure, OCA shall develop and maintain a public safety report system that is available for use for purposes under Article 17.15, which addresses the rules for setting bail in Texas. The current system was originally developed and implemented by Catalis, previously known as AutoMon. The program was developed by enhancing and modifying a product that previously existed within the company but was modified to meet the requirements of Texas legislation.

The current system is a cloud-based, statewide system required to be utilized by judicial officers when setting bail in the State of Texas. The System generates a public safety report that is to be considered when setting bail for defendants charged with a Class B misdemeanor or higher category offense. This System uses an API with Texas Department of Public Safety (DPS) systems (TLETS and NLETS). The bail form must be completed by magistrates, judges, sheriffs, peace officers and jailers who set bail under Chapter 17, Code of Criminal Procedure. The bail form is then submitted to OCA. Between April 1, 2022 and April 1, 2025, nearly 1.7 million bail forms have been submitted using the System, containing almost 2.2 million offenses.

The majority of the Authorized Users work in magistrate courts, followed by justice of the peace courts, municipal courts, county courts at law, sheriff's offices, district courts and law enforcement offices. The System operates 24/7/365.

The contract with the vendor expires August 31, 2026. All future enhancements and changes must undergo significant hurdles as all changes have the potential to have significant impacts on the overall System. Examples of changes requested since its original inception include: the ability for Authorized Users to run their own data queries; changes in required fields; ability for Authorized Users to update specific fields, such as cause numbers; integration of API for local systems.

The current System has over 7,000 Authorized Users across nearly all 254 counties across the State. The technological skills of the Authorized Users range greatly, and Authorized Users undergo limited training to utilize the System. Nearly all of the training and support is provided virtually through webinars, virtual meetings, phone calls and email. Catalis provides support to all Authorized Users through three different channels: phone, email and live chat. The types of support issues addressed vary from issues using the authenticator, forgotten passwords, user rights, adding new Authorized Users, and many others.

OCA is required to post the information from the bail forms in a publicly available place on its website, without disclosing any personal information of any defendant, judge or magistrate. This is currently accomplished by the vendor sending over a new data file, known as a BACPAC file, to OCA every night. That information is then extracted and made available in a searchable format on the website. The only information not displayed are bond conditions, as those may contain a victim's personal information.

4.1.1 Charitable Bail Organizations

Currently, Charitable Bail Organizations (CBOs) are authorized under Texas law to post bail for certain low-level offenses. However, there is limited centralized tracking or integration of CBO activity within existing bail reporting systems. This lack of visibility hinders the ability to monitor trends, evaluate compliance with statutory thresholds, and assess impacts on pretrial outcomes.

4.1.2 Required Forms

The bail process in Texas relies heavily on a series of standardized forms prepared by OCA. These include, but are not limited to, the Magistrate's Warning, Public Safety Report, and Order Setting Conditions of Bail. These forms are currently generated and managed in disparate systems across jurisdictions, creating challenges in consistency and data sharing.

4.1.3 DPS Training and Certifications

Authorized Users of the System must undergo specific levels of training and certification through the Department of Public Safety, depending on their level of access in the System. When the System attempts to retrieve information from DPS, that user must be authenticated by their level of access. The System will either successfully retrieve the information or produce an error and notify the user of the problem.

4.1.4 Judicial Training and Education

Only judges who are compliant with the judicial education requirements of Article 17.024, Code of Criminal Procedure, may set bail for a defendant who has been charged with a Class B misdemeanor or higher category offense. Article 17.024 requires the completion of an 8-hour judicial education course on the duties of a magistrate, including duties with respect to setting bail in criminal cases. After the initial 8-hour training, judges must take a 2-hour judicial education course on the duties of a magistrate in each subsequent State fiscal biennium in which the judge serves.

Judges who are appointed/elected after April 1, 2022, must complete training within 90 days. The Texas Center for the Judiciary provides training for district and statutory county court judges, the Texas Association of Counties provides training for constitutional county judges, the Texas Municipal Court Education Center for Municipal Judges, and the Justice Court Training Center for Justices of the Peace.

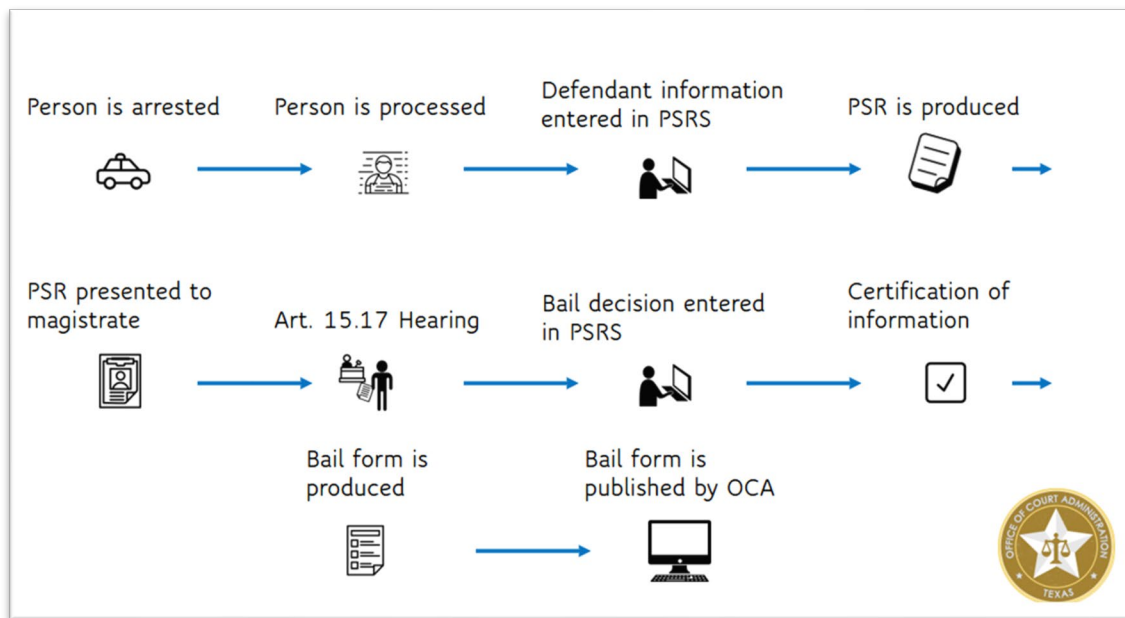
4.1.5 APIs

Catalis works with vendors to utilize API technology that serves to make the process of using the System efficient and less time consuming, by eliminating the task of duplicative data entry.

4.1.6 Data Integrity

Data integrity remains a significant concern across the bail and pretrial reporting process. Discrepancies in arrest data, duplicated entries, missing identifiers, and manual input errors can lead to incorrect risk assessments or release decisions. There is currently no standardized error-checking or data validation protocol statewide.

The graphic below provides a high-level diagram of the current functionality of the System.



4.2 Desired Future State

The future state must include a vendor who provides exemplary support to both Authorized Users and to OCA. For Authorized Users, this includes enhanced customer support, prompt response and resolution times, multiple ways of receiving support, support available 24/7, and adequate training. For OCA, there is a need for efficient implementation of requested System enhancements, modifications and general System troubleshooting. Modifications and enhancements can occur at any time in response to the needs of the State and the organization. Specifically, many changes occur as a result of new legislation passed during legislative sessions that occur every two years. The timelines for those changes are often set by the Legislature and directed to OCA. The new System should support dynamic form generation, electronic submission, and version control to align with statutory mandates and reduce manual entry errors. The System should implement robust data validation, audit logging, and reconciliation tools to ensure accuracy and confidence in reporting. In addition to the System capabilities, Contractor will manage and coordinate Authorized Users' connection to the API and provide operational support related to the API and/or user interface.

5 RFO Overview

5.1 Contract Term

The contract term of the Master Services Agreement (MSA) will be five (5) years and may be extended for up to four (4) one-year terms, at the discretion of OCA.

5.2 Schedule of Events

The following provides the schedule of events (Schedule of Events) for this RFO. OCA reserves the right, at its sole discretion, to amend the schedule upon notice to prospective Offerors through posting on the Electronic State Business Daily (ESBD) website at <http://txsmartbuy.com/esbd>. It is the responsibility of interested parties to periodically check the ESBD for updates to the RFO prior to submitting an offer.

Event	Date / Time*
Publish Solicitation	August 6, 2025
Pre-Offer Conference**	August 11, 2025 at 10 am
Offeror Question Deadline	August 18, 2025 at 3 pm
OCA Response to Offeror Questions (Anticipated)	August 20, 2025
Deadline for Submission of Offers	September 15, 2025 at 3 pm
Demonstrations, if selected	October 13 - 17, 2025
Best and Final Offer (BAFO) Responses from Selected Offerors, if requested	October 22 - 25, 2025
Notify Selected Offerors for Commencement of Negotiations	October 20 - 27, 2025
Contract Negotiations Commence (Estimated)	October 27, 2025
Expected Award of Contract(s) (Estimated)	November 21, 2025

* All times referenced in this RFO refer to Central Time.

** The optional Pre-Offer Conference will be conducted via Zoom at 10:00 am Central Time on August 11, 2025. Please register for the Pre-Offer Conference in advance at: https://txcourts.zoom.us/webinar/register/WN_nCJfyYM9Syy_frZlzxg8A. A recording of the Pre-Offer Conference will be posted to the ESD.

5.3 Designated Contact

Any communication required by this RFO should be sent via email to Paula Garner, OCA's designated contact (Designated Contact), at Paula.Garner@txcourts.gov.

5.4 Contact with Procurement Team Members

Other than OCA's Designated Contact, a prospective Offeror may not directly contact anyone involved in this procurement process to discuss this RFO. Doing so risks elimination of the Offeror from further consideration.

Prospective Offerors currently doing business with any Texas court who require contact in the normal course of doing that business may continue such contact but may not discuss this RFO with any court clerk or staff involved with the preparation of this RFO or the evaluation of any offers received in response to this RFO.

5.5 Evaluation Process

OCA will use a formal evaluation process to select the successful Offeror. OCA will consider capabilities or advantages that are clearly described in the offer, which may be confirmed by in-person or virtual presentations, demonstrations, and references contacted by OCA. OCA reserves the right to contact individuals, entities, or organizations that have had dealings with Offeror or proposed staff, whether or not identified in the offer.

5.5.1 Evaluation Criteria

The following evaluation criteria will be used:

Criteria	Weight
Offeror Qualifications	25%
Requirements	20%
Implementation and Production Services	15%
Program and Project Management	25%
Cost	15%
TOTAL	100%

5.5.2 Offer Review Process

Offers shall undergo review phases prior to contract award, if any.

- ☐ The first review phase will confirm that the offer meets the RFO requirements.
- ☐ The second review phase will evaluate offers deemed responsive using a scoring system based upon the evaluation criteria above.
- ☐ The optional third review phase will evaluate system demonstrations based upon the evaluation criteria set forth below.
- ☐ The optional fourth review phase will evaluate the best and final offer if requested by OCA.

OCA reserves the right to conduct studies and other investigations as necessary to evaluate any offer. OCA reserves the right to reject any offer and to waive any immaterial formality of this procurement. Submission of offers confers no legal rights upon any Offeror. OCA will narrow those Offerors in each successive review phase and the evaluation in each review phase will be independent of the prior review phase results.

5.5.3 System Demonstrations

At the conclusion of the second review described in Section 5.5.2 above, OCA may, at OCA's discretion, invite one or more Offerors, based on their scores following the second review, to participate in an in-person or virtual presentation and demonstrate aspects of the proposed System. Such demonstrations may include scripted scenarios provided in advance by OCA and non-scripted events requested at the time of the demonstration and will be scored based on the following criteria.

Criteria	Weight
Engagement Interview	50%
System Demonstration	50%
Total	100%

5.5.4 Best and Final Offers

The evaluation process may, at OCA's discretion, include a request for selected Offeror(s) to prepare a Best and Final Offer (BAFO) for review. Offerors selected to participate in the BAFO will be provided

guidance by OCA on aspects of the offer that may be changed by Offeror. An Offeror's participation in the BAFO process shall not be construed as a present or future award of the contract.

5.5.5 Contract Award

OCA may enter into contract negotiations with one Offeror deemed to provide best value to OCA. Upon successful completion of contract negotiations, OCA shall proceed to contract award, subject to the State of Texas Quality Assurance Team review (if applicable). The notice of award will be posted to the ESBD.

6 Offer Response Requirements

6.1 Submittal Instructions

The submitted offer must follow the rules and format established within this RFO. Adherence to these rules will ensure a fair and objective analysis of all offers. Failure to comply with or complete any portion of these instructions may result in rejection of an offer.

Offerors must submit one electronic copy of the offer on a **standard USB flash drive**.

The offer must:

- ☐ be completed in its original format (i.e., MS Word and MS Excel) and converted into a searchable PDF;
- ☐ include page numbers and contain a single organized, paginated table of contents;
- ☐ be organized according to the Section 6.4 Response Organization Instructions (below);
- ☐ not contain audio, video, or embedded fonts; and
- ☐ include Attachment 4 (Cost Workbook) as a separate, clearly designated file on the USB. No pricing information may be included outside of Attachment 4 (Cost Workbook).

6.2 Delivery Instructions

Offers must be submitted in sealed packages, plainly marked with the Offeror's name and with the title: **Statewide Public Safety Report System, RFO # 212-25-0959** written on the face of the package. Offers must be sent by mail or delivered in person. Printed, emailed, or faxed copies of offers are not allowed and will not be considered.

Offers must be delivered to OCA's Designated Contact at the appropriate address provided in the table below by the date and time specified in Section 5.2 Schedule of Events.

Offers received after the specified date and time will not be considered. There will not be a public opening of the Offeror submissions.

U.S. Postal Service	Overnight/Express Mail OR Hand Delivery
Office of Court Administration Attn: Paula Garner, CTCD PO Box 12066 Austin, TX 78711-2066	Office of Court Administration Attn: Paula Garner, CTCD 205 W. 14 th Street, Suite 600 Austin, TX 78701 Hours: 8:00 a.m. to 4:00 p.m. CT

Note: The U.S. Postal Service does not deliver to OCA's physical address. Proposals sent via U.S. Postal Service must be sent only to the P.O. Box address provided above and allow additional time for processing through the state mail service center. Failure to follow these guidelines may result in the delay of the delivery of your response by the deadline date/time and will be rejected.

6.3 Procurement Rules/Regulations

6.3.1 Obtaining Copies of the RFO

This RFO and any addenda are available in electronic format only on the ESBD website. Offerors with a disability may receive accommodations regarding the means of participating in the procurement process. For more information, contact the Designated Contact immediately.

6.3.2 Offeror Questions

All questions must be submitted by email to the OCA Designated Contact. Answers to questions will be posted to the ESBD each Friday during the question submission period. All questions must be received by the date and time specified in the Schedule of Events. A final compilation of all questions and answers will be available in the form of an addendum to this RFO and will be posted to the ESBD by the date and time specified in the Schedule of Events.

6.3.3 Legal Counsel

OCA has retained Jackson Walker, LLP as legal counsel to assist with the procurement of the System. Offerors must not contact OCA's legal counsel on any matter related to this RFO.

6.3.4 No Late Offers

Offers received after the date and time specified per the deadline for submission of offers in the table provided in Section 5.2 Schedule of Events will be rejected.

6.3.5 Non-Conforming Offers

Offers must be submitted as described in Section 6.1 Submittal Instructions. Non-conforming offers will not be considered. Non-conforming offers are defined as those that do not meet the requirements of this RFO, including the format for the response.

6.3.6 Cost of Preparation of Offers

Offerors are responsible for their own costs to participate in this solicitation. OCA will not pay any costs incurred by any Offeror for any aspect of responding to this solicitation.

6.3.7 No Copyrights

OCA will not consider any offer that bears a copyright. However, if an offer bearing a copyright is received, the Offeror will be given the opportunity to rescind the copyright to be considered.

6.3.8 Concise Offers

OCA desires thorough, concise, and responsive offers and discourages overly lengthy responses, elaborate brochures or other promotional materials beyond those necessary to present a complete and effective offer.

6.3.9 Realistic Offers

Offers must be realistic and represent the best estimate of time, effort, and other costs, including the impact of inflation and any economic or other factors. OCA expects that Offeror is responsible for and can fully satisfy the obligations of its offer in the manner, timeframe, and costs provided in its offer.

6.3.10 Multi-Contractor Responses (Joint Ventures)

Multi-Contractor (e.g., joint ventures) responses will be allowed only if one party is designated as the prime contractor. If such a response is proposed by more than one party, Offeror must list the parties and information regarding each party's organization as required by Section 4 Company Background & Experience of the response template. Additionally, a copy of the agreement between the parties clearly describing the responsibilities of each party required by response template Section 4 Company Background & Experience must be submitted with the offer. Services specified in the offer shall not be subcontracted without prior written approval of OCA, and approval of a request to subcontract shall not in any way relieve the prime contractor of responsibility for the accuracy and adequacy of the work.

Multi-Contractor offers must be a consolidated response with all cost items submitted in Attachment 4 (Cost Workbook).

6.3.11 Multiple Offers

An Offeror may not submit more than one offer as a prime contractor in response to this RFO. However, sub-contracting contractors may participate in multiple offers.

6.3.12 Discrepancies and Omissions

Offeror is fully responsible for the completeness and accuracy of its offer and for examining this RFO and all addenda. Failure to do so will be at the sole risk of the Offeror. Should an Offeror find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any question arise concerning this RFO, Offeror shall notify OCA's Designated Contact by email following instructions and timing for questions. All unresolved issues should be addressed in the offer.

6.3.13 Confidentiality of Documents, Proprietary Information

All documents submitted as part of the Offeror's submission will be deemed confidential during the evaluation process. There will not be a public opening of Offeror submissions. Offeror submissions will not be reviewed by anyone other than the OCA's evaluation team or its designated agents.

Following the award of a final contract, responses to this RFO will be subject to release under Rule 12 of the Texas Rules of Judicial Administration. OCA will also post to the Legislative Budget Board's public website information about this solicitation, response documents, and any awarded contract. If an Offeror believes that any portion of the offer is confidential, then Offeror must indicate the specific part or page of the offer which Offeror believes to be confidential and provide a separate copy of the offer that has this information redacted. All Offerors are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or other proprietary information. OCA is not responsible for discerning confidential or proprietary information within an offer.

If a requestor appeals OCA's withholding of any information designated by Offeror as confidential, OCA will notify the Offeror whose offer is the subject of the request so Offeror may have the opportunity to

submit to the Rule 12 appeal panel any authority for withholding the information. The decision of a Rule 12 appeal panel is final and binding on OCA.

OCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Offeror.

6.3.14 Collusion or Fraud

Any evidence of agreement or conspiracy among Offeror(s) and prospective Offeror(s) to illegally restrain trade or competition by engaging in bid-rigging or price-fixing, or otherwise, will render the offers of such Offeror(s) void.

By submitting an offer, Offeror represents that its offer is not made in coordination with any competing offer submitted in response to this RFO and is fair and without collusion or fraud; that Offeror did not participate in the RFO development process and had no knowledge of the specific contents of the RFO prior to its issuance; and that no one involved in the procurement process participated directly or indirectly in Offeror's offer preparation.

6.3.15 Lobbying and Gratuities

Lobbying or providing gratuities to anyone acting on behalf of OCA or participating in the preparation of this RFO or evaluating offers submitted in response to the RFO is strictly prohibited. If an Offeror (or its representatives) violates this prohibition its offer will be rejected. A person who violates this provision may not serve as part of a joint venture under Section 6.3.10 Multi-Contractor Responses (Joint Ventures), be retained as a subcontractor, or otherwise participate in the preparation of an offer in response to this RFO. All contacts with OCA employees, contractors, or agents concerning this RFO must be conducted in strict accordance with the manner, forum, and conditions set forth in this RFO.

6.3.16 No Communication with Media

Offerors may not, at any time, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) in relation to this RFO or any subsequent agreement entered into pursuant to this RFO without first obtaining the written permission of OCA.

6.3.17 OCA's Right to Reject Offers and Waive Defects

OCA reserves the right to reject offers or any part thereof and to waive defects, technicalities or any specifications (in the RFO or the Offeror's response).

6.3.18 OCA's Right to Cancel Solicitation

OCA reserves the right to cancel this RFO for any or no reason at any time during the procurement process. OCA makes no commitments, expressed or implied, that this process will result in a business transaction with any organization.

This RFO does not constitute an offer by OCA. An Offeror's participation in this process may result in OCA selecting the Offeror to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by OCA to

execute a contract nor to continue negotiations. OCA may terminate negotiations at any time and for any or no reason.

6.3.19 Amendment or Withdrawal of Offer

An Offeror may modify or withdraw its offer by written request before the offer submission deadline. Offers cannot be revised or withdrawn after the offer submission deadline. Offers become the property of OCA at the offer submission deadline.

6.3.20 Organizations Ineligible to Propose

Any individual, business, organization, corporation, consortium, partnership, joint venture, or other entity currently debarred or suspended is ineligible to submit an offer. Any entity ineligible to conduct business in the State of Texas for any reason is also ineligible.

OCA reserves the right to refuse to consider an offer if OCA determines the Offeror has a record of criminal convictions, civil judgments and/or violations of contractual provisions such that OCA deems the Offeror ineligible to provide the services specified in this RFO.

6.3.21 Protests

Protests after the award must be submitted within ten (10) calendar days after notification of award. OCA shall rule on the protest in accordance with its procurement protest procedures. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the Designated Contact in writing by the due date for final questions.

6.4 Response Organization Instructions

Offers must be organized according to the structure below. This provides the opportunity for Offerors to answer text-based questions and operational scenarios about the Solution proposed. Offerors may include attachments where necessary or appropriate but must provide all content in the sequence described below.

The template consists of the following sections:

- ☐ Section 1: Title Page
- ☐ Section 2: Cover Letter
- ☐ Section 3: Table of Contents
- ☐ Section 4: Company Background & Experience
 - o Section 4.A – Company Profile
 - o Section 4.B – Company Background
 - o Section 4.C – Offeror Experience
- ☐ Section 5: Solution Overview
 - o Section 5.A – Solution Overview
 - o Section 5.B – Solution Roadmap
- ☐ Section 6: Functional Solution
- ☐ Section 7: Technical Solution
- ☐ Section 8: Solution Understanding and Delivery
 - o Section 8.A – Solution Delivery
 - o Section 8.B – Staffing Requirements
 - o Section 8.C – Offeror References

- o Section 8.D – Project Management Approach
 - o Section 8.E – Implementation Approach / Deployment Strategy
 - o Section 8.F – Configuration Strategy
 - o Section 8.G – Test Strategy
 - o Section 8.H – Data Conversion and Migration Strategy
 - o Section 8.I – Training and Knowledge Transfer
 - o Section 8.J – Production Transition, Hosting and Operations Support
- ☐ Section 9: Master Services Agreement
 - o Section 9.A – Acceptance of Non-Negotiable Provisions
 - o Section 9.B – Other MSA Provisions
- ☐ Section 10: Requirements Response Workbook
- ☐ Section 11: Statement of Work
- ☐ Section 12: Service Levels
 - o Section 12.A – Service Level Agreement
 - o Section 12.B – Service Level Requirements
- ☐ Section 13: Historically Underutilized Business (HUB) Participation
 - o Section 13.A – Required HUB Subcontracting Plan
 - o Section 13.B – CPA Centralized Master Bidders List
 - o Section 13.C – Potential Subcontracting Opportunities
 - o Section 13.D – HUB Subcontracting Forms and Resources
 - o Section 13.E – Post-Award HUB Subcontracting Plan Requirements
- ☐ Section 14: Assumptions & Dependencies
- ☐ Section 15: Antitrust Certification Statement
- ☐ Section 16: Execution of Offer
- ☐ Section 17: Pricing

6.5 Detailed Response Instructions

Section 1: Title Page

The Title Page must include the title and number of the RFO, name and address of the Offeror(s), and the date of the offer.

Section 2: Cover Letter

The Cover Letter must include the title, address and telephone number of the person or persons authorized to represent the Offeror regarding all matters related to the offer and any contract subsequently awarded to said Offeror. This letter must be signed by a person(s) authorized to bind the company to all commitments made in the offer.

Offeror must provide a summary of its offer that highlights the key points and explains how the offered Solution and approach provides the best value in meeting the needs of the State.

The summary must additionally describe why the Solution described in the offer is important to the Offeror's organization, and why the Offeror is best qualified to implement and operate the System.

The cover letter is limited to two (2) pages.

Section 3: Table of Contents

The Table of Contents must outline the structure of the offer and include the sections required by the template.

Section 4: Company Background & Experience

Section 4.A – Company Profile

Provide a brief overview of your company, describing the history, size, mission, primary line of business, how it is organized, and how its available products and resources will be used to meet this RFO's requirements.

Complete the following table to provide OCA with an overview of the Offeror's organization. If Offeror will be using multiple vendors to provide any System/service component items, Offeror must complete the following table for each vendor that will be actively participating in the project. Duplicate the table as needed.

Information Requested	Response
Company Name	
Address	
Telephone Number	
Website Address	
Parent Company	
Subsidiaries or Affiliated Companies	
Date Company Founded	
Number of years Company has been providing the Services specified in this RFO	
Most recent three (3) Fiscal Years' revenue and net income in USD	
Company Ownership Structure (e.g., public, private, joint venture)	
Stock Exchange and Symbol (if publicly traded)	
Locations in the U.S., and total number of staff in each location	

Section 4.B – Company Background

i) Recent Contracts

Identify all contracts for similar systems or services which the Offeror has entered into within the past three (3) years. If client confidentiality is necessary, provide descriptive information to allow OCA to understand the type and size of client served.

If no contracts have been entered into within the timeframe above, state "None."

ii) Contract Terminations

Disclose any contract terminations prior to contract completion for any reason during the past five (5) years. Describe the circumstances, and provide the customer names, addresses, and telephone numbers.

If no contract terminations have occurred within the timeframe above, state "None."

iii) Business Disputes, Outstanding Litigation and Bankruptcy

Disclose any judgments that have occurred within the past five (5) years and any current or pending litigation. Disclose any bankruptcy litigation and filings within the past five (5) years. If the Offeror has partnered with other organizations for this project, any judgments or litigation of the partner organizations must be provided.

If none exist for any organization included in this offer, state “None.”

iv) Mergers and Acquisitions

Disclose any announced or planned sale, merger, or acquisition of any participating organization or its products relevant to the scope of this project. Disclose any mergers or acquisitions that have occurred to the Offeror (including an organization partnering with the Offeror) during the past eighteen (18) months and describe the impact to the organization or products.

v) Conflicts of Interest

Identify any potential conflicts of interest with OCA by any organization proposed to participate in this project.

vi) Financial Solvency and Insurance Information

Offeror must provide most recent annual financial reports or year-end financial statements, and proof of liability insurance and workers compensation coverage.

Section 4.C – Offeror Experience

Describe the Offeror’s experience providing similar systems and services as detailed in this RFO. This section must also include the following information:

- ☐ The total number of years of experience serving the public sector and the size of these projects;
- ☐ A brief summary of the Offeror’s experience with the systems and services in an environment of similar size and structure to Texas; and
- ☐ Identification of the Offeror’s significant strengths.

Section 5: Solution Overview

Section 5.A – Solution Overview

Provide a high-level overview of all components to be included in the Solution.

If any third-party vendor will be providing any components (including software) for the Solution, please identify each vendor separately detailing the components to be provided by the vendor. Add additional lines as needed.

Vendor	Product/Service Provided

Additionally, the Offeror must identify any unique aspects of the System components and overall functionality that differentiate it from other market offerings.

Section 5.B – Solution Roadmap

Provide the Offeror's Solution roadmap for the next five (5) years and key technology investments that your organization anticipates making to enhance your relevant offerings.

Section 6: Functional Solution

Provide background information in experience configuring, migrating and implementing a System that can report criminal history and collect data, including public dashboards and a website, highlighting:

1. Experience connecting to National Crime Information Center (NCIC) and Texas Crime Information Center (TCIC) (or other local state-run information center) to gather official criminal history, in a secure CJIS environment;
2. 3rd party systems/products previously integrated with the proposed software relevant to this project;
3. Report development, including dashboards and publicly searchable websites;
4. Data migration; and
5. Training on products and providing support to Authorized Users.

Section 7: Technical Solution

Provide an overview of all the technology components (hardware and software) that are included in the offer, highlighting:

1. Conceptual architecture, including confirmation that the proposed System is a cloud-based software as a service;
2. Security architecture;
3. Technical approach to necessary integrations, including APIs;
4. Data migration strategy; and
5. Hosting solution and technology to support disaster recovery and high availability.

Section 8: Solution Understanding and Delivery

Section 8.A – Solution Delivery

Describe Offeror's proposed processes and methodologies for providing the Solution.

Offeror's proposal must reflect a clear understanding of the nature of the work to be undertaken and must include detailed descriptions of how the Offeror intends to meet each requirement within the proposed Solution and successfully perform. Responses which simply repeat the requirement or include marketing materials will be considered non-responsive.

Provide an implementation schedule and high-level work plan to deliver the Solution. The schedule should identify an overall timeline, with key start dates and end dates for major project milestones, including any phased deployments proposed and assumptions that correspond to the response in section 8.E - Implementation Approach / Deployment Strategy.

Contents must also include elaboration of, and details related to, the following:

1. Method used to estimate the project level of effort and schedule. Include tools and techniques used to obtain the estimates. Identify the source or basis of the estimates used to develop the Offeror's offer and the level of uncertainty and risk associated with the estimates;
2. The work plan must provide tasks, durations, key deliverables, and key milestones that correspond to the project schedule, deployment approach proposed, and deliverables proposed, as detailed in other sections of the offer; and
3. Key milestones schedule and work plan considerations:
 - a. Provide an integrated, milestone-level and detailed (level 2 work breakdown structure minimum) work plan, including a Gantt chart of the proposed project schedule that includes all services requested in this RFO;
 - b. Schedule milestones should correspond with the deliverable milestones required in the Statement of Work;
 - c. Offeror must include reasonable and incremental review periods for Deliverable Expectations Document and deliverables that allow sufficient time for both OCA review and Offeror to update deliverables based on OCA review feedback; and
 - d. Offeror must clearly plan for and indicate slack/contingency in the project schedule to account for potential delays or issues.

Section 8.B – Staffing Requirements

Provide a staffing plan and résumés for Key Project Team Members for OCA for review and approval. Key Project Team Members include the Project Manager and Program Manager. Offeror may identify other roles that the Offeror considers to be a Key Project Team Member.

Contents must include elaboration of, and details related to, the following. Offeror must demonstrate that it can provide the project team necessary to implement the proposed Solution. To demonstrate the strength of your project team, provide the following information:

1. Organization chart of the proposed Key Project Team;
2. Project staffing roster with roles/responsibilities for each proposed Key Project Team Member;
3. Résumés for each listed Key Project Team Member, including subcontractors. The résumé must contain at a minimum:
 - a. A description of the specific roles and responsibilities that will be assigned to each subcontractor;
 - b. Identify any certifications that may be relevant to the delivery of the services requested in this RFO; and
 - c. Number of years with the Offeror in the role proposed.

Describe your organization's experience working with personnel from any partner or subcontractor included on the project team; and

Describe how your organization will handle the replacement of Key Project Team Members if such a replacement is needed, and your ability to quickly bring in additional resources if required.

Please note the following regarding Contractor personnel:

1. Contractor will be responsible for verifying that all personnel:
 - a. are authorized to work in any location in which they are assigned to perform services;
 - b. meet the criteria for responsibilities articulated under the MSA; and
 - c. have not been convicted of or accepted responsibility for a felony or a misdemeanor involving a dishonest or violent act, do not use illegal drugs and are not otherwise disqualified from performing their assigned services under applicable laws.
2. Contractor agrees to utilize during the term of the MSA the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
 - a. all persons employed to perform duties within Texas during the term of the MSA; and
 - b. all persons, including subcontractors, assigned by Contractor to perform work pursuant to the MSA within the United States of America. Contractor must require its subcontractors to comply with these requirements.
3. Nothing herein is intended to exclude compliance by Contractor and its subcontractors with all other applicable federal immigration statutes and regulations promulgated pursuant thereto.

Section 8.C – Offeror References

Using the table below as a template, Offeror must provide references for three projects completed within the last five years that showcase the Offeror's experience in defining, developing, and deploying a solution like OCA's business and technical requirements as described in this RFO and the scope and complexity of the Solution.

Offeror is also to identify roles on any included reference projects that were performed by Key Project Team Members proposed for this project. In describing the reference projects, the Offeror must refer to the Offeror's experience as well as applicable involvement of any subcontractors.

OCA may, at its discretion, contact third parties regarding experience with Offeror.

References where the Offeror has previously worked with the identified partner or subcontractor should be noted and are preferred. Additionally, provide a description of how the corporate relationship with your offered partners or subcontractors has contributed to the success of past projects.

Information Requested	Response
Reference	
Organization Name	
Reference Organization Primary Function	
Reference Contact Name and Title	
Reference Contact Telephone Number	
Reference Contact Email	
Project Name	
Contract Size (approximate total cost)	
Description of the Solution Implemented	
Scope of Services Provided	
Project Start Date	
Project End Date (Planned, Actual)	
Implementation Challenges and How Offeror Addressed these Challenges	
Offeror's Project Manager	

Section 8.D – Project Management Approach

Describe the approach to overall project management and integration of all activities required by this RFO. This section must include:

1. Project management methodology (and compliance with Project Management Institute standards);
2. Communications management approach;
3. Issue resolution methodology;
4. Risk management methodology;
5. Key implementation risks and risk mitigation strategies of the Solution based on prior Offeror experiences;
6. A sample risk register that will be used throughout project implementation to identify, monitor and control risk and its compliance with the Texas Project Delivery Framework;
7. The quality management methodology to be employed
 - a. Describe quality management approach and methodology; and
 - b. Describe proposed metrics for reporting on quality throughout the project and its compliance with the Texas Project Delivery Framework;
8. Configuration management methodology;
9. Change control methodology; and
10. Recommendations on project governance and how the Offeror will help ensure the required structure and processes are in place and supported throughout the implementation.

Section 8.E – Implementation Approach/Deployment Strategy

The Offeror must demonstrate a clear understanding of the Solution and clarify concisely any major issues or concerns. This section must include a narrative overview of how the proposed Solution will be implemented to optimally meet or exceed OCA's requirements. Offeror's approach must demonstrate Offeror's experience, expertise, and ability to plan and complete all work required under a contract arising from this RFO.

Please provide the following information:

1. A narrative that identifies the implementation lifecycle approach that the Offeror will apply to the project (appropriate to the scope, magnitude, and complexity of the Solution).
2. A well-articulated and concise narrative for each phase or work stream that fully describes Offeror's methods, tools, accelerators, and frameworks associated with the Offeror's proposed approach to fulfill the roles and responsibilities described.
3. Assumptions the Offeror is making with respect to OCA's role/staffing as well as stakeholders.
4. How the Offeror proposes to seamlessly transition to the new System and processes with minimal business disruption.

Section 8.F – Configuration Strategy

The Offeror must define their approach and methodology to configure the System that is ready for the test and production environments.

This section must also describe the following:

1. The configuration management process and any actions that will be required of the OCA or the stakeholders. Identify any specific skills that would be needed by those staff performing configuration activities.
2. The tools, environment, and infrastructure required for the execution of configuration management activities to be completed by OCA or the stakeholders.
3. The methods for conducting configuration audits and reviews to be held during the project.
4. The methods for configuration release management controls between environments.

Section 8.G – Test Strategy

The Offeror must define their approach and methodology to testing that accomplishes the required activities and objectives.

This section must also include the following information:

1. General Testing Methodology
 - a. Describe the testing methodology approach and ability to test and validate the functionality of the implemented System against the documented requirements and use cases.

- b. Describe the plan for tracking expected versus actual test results, and for tracking all defects and associated resolutions.
 - c. Describe defect prioritization, time to resolution, escalation, and implications on any process and contractual obligations such as acceptance periods.
 - d. Describe the approach for testing during the project to verify that functionality being developed is consistent with the functionality expected by System Authorized Users.
 - e. Include a high-level testing plan aligned with Offeror's proposed implementation approach for this project.
 - f. Describe the approach to issue management and resolution (to include Offeror definition of a "defect" and an "enhancement").
2. Training for User Acceptance Test (UAT) Participants – Offeror shall describe anticipated trainings and work sessions with project stakeholders to test the System.
3. User Acceptance Test Support
 - a. Describe the approach for supporting UAT.
 - b. Describe the plan for developing UAT test cases for OCA and the stakeholders, tracking expected versus actual test results, and for tracking all errors, problems, and associated resolutions.
 - c. Describe the approach for testing during the development of the application to verify that functionality being developed is consistent with the functionality expected by System Authorized Users and ensuring proper test coverage.
 - d. Include a high-level UAT testing plan aligned with Offeror's proposed implementation plan for this project.
 - e. Describe the approach to developing test plans for System test UAT. Describe the approach to developing test scripts (including approach to test script development) and requirements traceability to ensure end-to-end and comprehensive testing of entire System prior to go-live.
 - f. Describe the entrance and exit criteria for each test phase (e.g., Development/Unit Test, System Test, UAT, Performance Test).
 - g. Describe the role(s) Offeror expects OCA or stakeholders to perform during each test phase. In this description, Offerors should clearly identify the activities OCA or stakeholders will be responsible for performing and avoid generic terms, such as "jointly" and "collaborate."

Section 8.H – Data Conversion and Migration Strategy

Describe the strategy and level of involvement of OCA for migrating data from the existing system into the proposed System.

This section must also include the following information:

1. Description of the methodology to be used in developing migration specifications and the identification of any potential issues;
2. Description of any constraints and risks associated with data migration for this project and how the Offeror will address these to ensure a successful migration;

3. Technology and tools to be used;
4. Roles and responsibilities of Offeror vs. OCA;
5. Any iterative data migration proposed, including proposed number of mock runs for data migration;
6. Description of anticipated work sessions with OCA to validate and test the migration; and
7. Description of Offeror's experience migrating data from legacy sources, including identifying any proposed staff that has experience in this area.

Section 8.I – Training and Knowledge Transfer

Describe the approach and ability of Offeror to satisfy the training requirements. For pricing purposes, Offeror should assume that it will be responsible for sufficient training of all appropriate OCA and Authorized Users so that Authorized Users may independently operate the system.

This section must also include the following information:

1. Offeror should identify the types of training proposed, such as
 - a. Initial product training,
 - b. Train the trainer sessions,
 - c. Configuration training sessions, and
 - d. Application and System administration training sessions.
2. Offeror should also describe the types of documentation that the Offeror has that can be leveraged for training and knowledge transfer activities.
3. Offeror should describe any constraints and risks that can be a barrier to the success of the training effort, along with the actions that can be taken to address these constraints and risks.
4. Offeror should describe the number of hours and resources it plans to provide for purposes of training and knowledge transfer.

Section 8.J – Production Transition, Hosting and Operations Support

Provide the following information that OCA can use to evaluate the Offeror's knowledge of, and intended approach to, provide operations support and transition as described in Attachment 1-1 (Statement of Work).

This section must also include the following information:

1. Production Transition Approach
 - a. Describe the production release approach for production cutover and activities required to begin production use of the new System. The approach must include the following, at a minimum:
 - i. Key activities
 - ii. Critical success factors
 - iii. Roles and responsibilities for the Offeror, OCA and stakeholders
 - iv. Acceptance criteria.

- b. List and describe documentation that will be provided, including the formats in which the documentation will be made available. Additionally, describe how the Offeror plans to provide ongoing updates to documentation throughout the life of the contract to ensure relevance of the documentation following implementation and System upgrades.
 - c. Describe how as-built documents will be updated over time.
 - d. Describe the approach to provide ongoing training for Authorized Users as the new System is updated and new Authorized Users are onboarded.
 - e. Describe the transition approach and methodology proposed, including how the Offeror will manage working software in production while also continuing to develop new technology for future deployment.
 - f. Describe the production services to be provided to OCA, including any assumptions for the provision of services. Describe system monitoring capabilities and how performance will be measured and tracked against service levels, including how real-time deviations are communicated to OCA. Offeror must describe root cause analysis approach and how corrective/preventative measures are taken. Provide sample reports related to service level management.
 - g. Describe the Offeror's overall release and deployment management approach for minor and major application releases and how applicable stakeholders' input as to the overall product roadmap is incorporated. Describe product management's strategy for customer alignment and engagement, release cadence, communication process, training plans, and risk mitigation plans to support applicable stakeholders impacted by releases.
 - h. Describe Offeror's approach for maintaining technical currency and anticipated major releases for the next five years and how those releases will impact the System.
2. Maintenance, Operations, and Support
- a. Describe the approach and methodology to application management, technical support, System enhancements, and other related support activities.
 - b. Describe the approach to updating code tables within the System and who is responsible for updating those codes. Include the frequency that code tables can be updated and how previous code values are preserved through time.
3. Patch/Upgrade Support
- a. Clearly and succinctly describe relevant patch and upgrade support services and service levels to ensure that a high-quality release management strategy can be executed during and after implementation.
 - b. Describe release strategy and typical schedule (e.g., quarterly, annually) with respect to patches, point upgrades, and major release upgrades. As part of this response, address your position on version compliance to remain on support and options clients may have to defer patches/upgrades.
 - c. Describe what tools and documentation are provided to facilitate a high-quality patch or upgrade effort.
 - d. Describe any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.

4. Enhancements

- a. Describe the management approach to application enhancements, such as assessment of change impact, estimation of required effort to implement the change, and change approval requirements.
- b. Describe the technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment.
- c. Describe approach to process future enhancement requests, including methodology for pricing (e.g., function point analysis) and future available resources to fulfill enhancement requests.

5. Call Center/Problem Ticket Support

- a. Provide information regarding Offeror call center and problem ticket support services and service levels to ensure responsive, reliable, and knowledgeable support is provided during and after implementation.
- b. Describe the size and structure of call center services team.
- c. Provide call center hours of operation.
- d. Describe any support tools or techniques used to diagnose and resolve critical or escalated problems more quickly. The escalation process should also be described.
- e. Describe any continuous improvement efforts underway or planned to improve the quality of call center support services.
- f. Describe the availability of an online knowledge base that can be accessed directly by Authorized Users and technical staff to obtain answers to frequently asked questions or perform research on symptoms to identify resolutions to known issues. Additionally, describe any interactive services (e.g., online chat) that will be available to System Authorized Users.

Section 9: Master Services Agreement

Section 9.A – Acceptance of Non-Negotiable Provisions

The successful Offeror shall be required to execute the MSA included as Attachment 1 (Master Services Agreement). The terms and conditions in the MSA shall govern any agreement issued as a result of this RFO. Please review the following and complete the table below.

THE FOLLOWING PROVISIONS OF THE MSA ARE NON-NEGOTIABLE
(COLLECTIVELY, THE NON-NEGOTIABLE PROVISIONS):

1. ARTICLE 11 (INVOICING AND PAYMENT),
2. ARTICLE 12 (PSRS DATA AND OTHER CONFIDENTIAL INFORMATION),
3. ARTICLE 14.7 (CERTIFICATIONS),
4. ARTICLE 16 (INDEMNITIES),
5. ARTICLE 17 (LIABILITY),
6. ARTICLE 18 (DISPUTE RESOLUTION), AND
7. ARTICLE 19 (TERMINATION).

IN ORDER TO BE QUALIFIED, AN OFFEROR MUST AFFIRM ACCEPTANCE OF THE NON-NEGOTIABLE PROVISIONS. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE OFFEROR.

Offeror Response: Confirm acceptance of the non-negotiable provisions by entering an 'X' in the box provided below.
<input type="checkbox"/> Offeror accepts the non-negotiable provisions. If this box is not checked or other written confirmation that Offeror accepts the non-negotiable provisions is not included with the offer, the offer submitted will be disqualified and not considered for an award.

Section 9.B – Other MSA Provisions

For those provisions not listed above as non-negotiable that Offeror finds unacceptable, please identify, list and describe any exceptions taken in the table below and separately provide a “redline” version of the MSA identifying the provisions taken exception to and providing alternate language where applicable.

Select one of the following by entering an 'X' in the appropriate box:		
<input type="checkbox"/> (1) Offeror accepts all provisions of the MSA provided in the attached Master Services Agreement.		
<input type="checkbox"/> (2) Offeror requests alternate language to negotiable provisions of the MSA listed in the table below and will separately provide a “redline” version of the MSA identifying those provisions that are not acceptable and providing alternate language for OCA’s consideration.		
If (2) is selected above, please provide alternate language:		
Section #	Exception	Proposed Alternate Language

Section 10: Requirements Response Workbook

Complete all tabs/sheets provided in Attachment 3 (Requirements Response Workbook) according to the instructions provided in the Requirements Response Workbook. The completed Requirements Response Workbook should be included in the Offeror’s response.

Section 11: Statement of Work

Please review Attachment 1-1 (Statement of Work). Once reviewed, please complete the table below.

Offeror Response (select one by entering an 'X' in the appropriate box):		
<input type="checkbox"/> (1) Offeror accepts the terms of Attachment 1-1 (Statement of Work).		
<input type="checkbox"/> (2) Offeror requests alternate language to the Statement of Work provisions listed in the table below and will separately provide a “redline” version of the Statement of Work identifying the provisions taken exception to and providing alternate language where applicable.		
If (2) is selected above, please provide alternate language:		
Section #	Exception	Proposed Alternate Language

Section 12: Service Levels

Please review Attachment 2 (Service Level Agreement) and Attachment 2-1 (Service Level Requirements). Once reviewed, please complete the tables below.

Section 12.A – Service Level Agreement

Offeror Response (select one by entering an 'X' in the appropriate box):		
<input type="checkbox"/> (1) Offeror accepts the terms of Attachment 2 (Service Level Agreement).		
<input type="checkbox"/> (2) Offeror requests alternate language to the Service Level Agreement provisions listed in the table below and will separately provide a “redline” version of the Service Level Agreement identifying the provisions taken exception to and providing alternate language where applicable.		
If (2) is selected above, please provide alternate language:		
Section #	Exception	Proposed Alternate Language

Section 12.B – Service Level Requirements

Offeror Response (select one by entering an 'X' in the appropriate box):		
<input type="checkbox"/> (1) Offeror accepts the terms of Attachment 2-1 (Service Level Requirements).		
<input type="checkbox"/> (2) Offeror requests alternate language to the Service Level Requirements provisions listed in the table below and will separately provide a “redline” version of the Service Level Requirements identifying the provisions taken exception to and providing alternate language where applicable.		
If (2) is selected above, please provide alternate language:		
ID #	Exception	Proposed Alternate Language

Section 13: Historically Underutilized Business (HUB) Participation

Section 13.A – Required HUB Subcontracting Plan

Pursuant to Texas Government Code §2161.181, OCA is required to make a good faith effort to increase HUB participation in its contracts. OCA’s goal is to increase HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

OCA has adopted the Texas Comptroller of Public Accounts (CPA) HUB rules as its own. The CPA rules are in Texas Administrative Code (TAC) Title 34, Part 1, Chapter 20, Subchapter D. If there are any discrepancies between OCA administrative rules and this RFO, the rules shall take priority.

OCA has determined that HUB subcontracting opportunities are probable for this RFO. As a result, all Offerors must submit a HUB Subcontracting Plan (HSP). If an offer does not contain a completed HSP and supporting documentation, the offer will be considered non-responsive and will be disqualified.

OCA shall review the documentation submitted by Offeror to determine if a good faith effort has been established in accordance with the solicitation and HSP requirements. During the good faith effort evaluation, OCA may, at its discretion, allow revisions necessary to clarify and enhance information submitted with the original HSP.

If OCA determines Offeror’s HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be documented in the procurement file.

Section 13.B – CPA Centralized Master Bidders List

Offeror may search for HUB subcontractors in the CPA Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA website at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>.

Section 13.C – Potential Subcontracting Opportunities

For purposes of the HSP, OCA has determined that this procurement falls under the following categories:

Procurement Category	OCA HUB Goals	Statewide HUB Goals
Other Services	26	26
Commodities	21.1	21.1

OCA is committed to meeting or exceeding statewide HUB goals. In order to achieve this goal, OCA encourages outreach to certified HUBs. Therefore, Offeror must make a good faith effort to include certified HUBs for subcontracting in the procurement process. In accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Sec. 20.282(27), a subcontractor is defined as a person who contracts with a prime contractor to work or contribute toward completing work for a governmental entity.

For this procurement, OCA has identified the following class and item codes for potential subcontracting opportunities:

Class	Item	Description
204	29	Data/File Security Hardware/Software, to Include Encryption
204	47	Integrated Hardware-Software I.T. Solution, Microcomputer
204	64	Network Components
204	91	Servers, Microcomputer
208	21	Business Intelligence Software, Microcomputer
208	37	Database Software
208	53	Integrated Software, Microcomputer
918	28	Computer Hardware Consulting
918	29	Computer Software Consulting
918	30	Computer Network Consulting
918	38	Education and Training Consulting
918	58	Governmental Consulting
918	75	Management Consulting
920	03	Application Service Provider (ASP), Web Based Hosted
920	05	Application, Infrastructure, Hosting and Cloud Computing Services, Vendor Hosted and Internally Hosted
920	28	Emergency Back-up, Disaster Recovery Services and Facilities for Data Processing
920	31	Installation of Computers, Peripherals, and Related Equipment (Including Software)
920	39	Processing System Services, Data (Not Otherwise Classified)
920	45	Software Maintenance and Support Services
920	48	Storage Services, Data Media

920	64	System Implementation and Engineering Services
920	75	Technical Writing and Documentation, IT Services
920	91	Training, Computer Based, Software Supported

Offeror is not required to use, nor limited to using, the NIGP codes identified above and may identify other areas for subcontracting. However, the Offeror should identify the NIGP class and item codes for all services proposed in the HSP. A list of all NIGP class/item codes is available at <https://www.comptroller.texas.gov/purchasing/nigp/>.

OCA does not endorse, recommend, or attest to the capabilities of any company or individual listed on the CPA CMBL. The list of certified HUBs is subject to change, so the Offeror is encouraged to refer to the CMBL often to find the most current listing of HUBs.

Section 13.D – HUB Subcontracting Forms and Resources

The following HUB subcontracting forms are included in Attachment 5 (HUB Subcontracting Plan):

- ☐ HUB Subcontracting Plan;
- ☐ HSP Good Faith Effort – Method A (Attachment A);
- ☐ HSP Good Faith Effort – Method B (Attachment B); and
- ☐ HUB Subcontracting Opportunity Notification Form.

If Offeror is not planning to subcontract any portion of the work mentioned in this RFO, Sections 1, 2(a), 3, and 4 of the HSP must be completed.

If Offeror is planning to subcontract any portion of work mentioned in this RFO, supporting documentation of the Offeror’s “Good Faith Effort” must be demonstrated in either Method A or Method B, and Offeror must submit all supporting documentation with the offer.

Various minority and women trade organizations that have expressed a willingness to accept notices of subcontracting opportunities from vendors to distribute to their members are listed on the CPA’s website at <https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

Instruction for completing the HSP are included in Attachment 5-1 (How to Complete Your HSP). If Offeror has any questions about the HSP or identifying HUB vendors with proper NIGP codes, please contact OCA’s Designated Contact.

Section 13.E – Post-Award HUB Subcontracting Plan Requirements

The HSP will be reviewed and evaluated prior to contract award and, if accepted, per Texas Gov’t Code §2161.253(a), the finalized HSP will become part of the final contract with the Contractor. As a condition of award, Contractor is required to send notification to all selected subcontractors as identified in the approved HSP.

Section 14: Assumptions & Dependencies

Identify all general assumptions and dependencies associated with this Offer in the table below. Add additional rows as necessary. Please note that any cost-related information must not be stated here but must be included only in the Assumptions section of Attachment 4 (Cost Workbook).

Assumptions & Dependencies

Section 15: Antitrust Certification Statement

The offer must include a properly completed Antitrust Certification Statement (Attachment 6).

Section 16: Execution of Offer

The offer must include a properly completed Execution of Offer (Attachment 7).

Section 17: Pricing

Offeror must complete and submit Attachment 4 (Cost Workbook) according to the instructions provided in the Cost Workbook. The Cost Workbook must be the only document containing proposed cost information in the offer and must be submitted as a separate document apart from the remainder of the offer.

The Cost Workbook provides the framework for providing detailed cost information for the implementation and data migration services as well as ongoing production and operating costs for the duration of the term of the Master Services Agreement.

7 Definitions

The following are definitions within this document:

Contractor – Offeror that has been selected for contract award.

Solution – The System and services required to satisfy the terms of the RFO.

System – The public safety report system and related services that OCA seeks to procure.

Authorized User – Any person or entity with access to the System, including, but not limited to, judges, court staff, probation office staff, pre-trial office staff, law enforcement and prosecutors.

8 Attachments

- ☐ Attachment 1: Master Services Agreement
- ☐ Attachment 1-1: Statement of Work
- ☐ Attachment 2: Service Level Agreement
- ☐ Attachment 2-1: Service Level Requirements
- ☐ Attachment 3: Requirements Response Workbook
- ☐ Attachment 4: Cost Workbook
- ☐ Attachment 5: HUB Subcontracting Plan
- ☐ Attachment 5-1: How to Complete Your HSP
- ☐ Attachment 6: Antitrust Certification Statement
- ☐ Attachment 7: Execution of Offer