

Texas Department of Criminal Justice Response Cover Page

This form requests basic information about the Respondent and project and must be completed in its entirety, including the signature of the Authorized Representative.

SOLICITATION INFORMATION	
Document Type: 2	Statutory Cite: Texas Government Code, Section 2157.006
1) Solicitation Number: 696-IG-26-0012	2) Issue Date: May 1, 2026
	3) Deadline: June 1, 2026 3:00 p.m. CT
4) Contract Specialists: Ellyse Collins (reference Section G.2.2) Tatyana Lockhart	(936) 437-3484 (936) 437-3842
	ellyse.collins@tdcj.texas.gov tatyana.lockhart@tdcj.texas.gov
5) Type of Solicitation:	RFO-Request for Offer
6) Solicitation Description:	The OIG requires a Contractor to provide and support a cloud-based law enforcement Records Management System (RMS) designed for multi-jurisdictional use, real-time data access and sharing, evidence management, and report creation and management. Services will include personnel, hardware, software, training, licensing, implementation, storage, materials, and supplies.
RESPONSE SUBMITTAL	
7) Submission Portal:	https://tdcj.bonfirehub.com
<i>Reference Section L for complete submittal instructions. LATE RESPONSES WILL NOT BE ACCEPTED.</i>	
RESPONDENT INFORMATION	
8) Legal Business Name:	
9) Mailing Address Information (include street, city, county, state and 9-digit zip code):	
10) Payee Name and Mailing Address, including 9-digit zip code (if different from above) <i>(remittance address if not electing Direct Deposit):</i>	
11) Federal Tax ID No. (9-digit), State of Texas Comptroller Vendor ID Number (14-digit) or Social Security Number (9-digit):	
12) Type of Entity (check all that apply):	
<input type="checkbox"/> Corporation (incorporated under the laws of the State of _____) <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Non-Profit Organization* <input type="checkbox"/> Joint Venture	
*If incorporated, provide 10-digit charter number assigned by Secretary of State:	
If a Foreign Entity:	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Corporation (registered for business in _____ (country))	
13) Prompt Payment Discount: _____ % _____ Days or Net 30 (reference Section G.3 for additional information)	
14) Amendments: The Respondent acknowledges receipt of all amendments.	
RESPONDENT AUTHORITY AND SIGNATURE	
15) Point of Contact Name: _____	Title: _____
Email address: _____	
Telephone #: _____	
16) Authorized Signature:	
Date:	

SUMMARY OF KEY DATES

May 1, 2026		Issue Solicitation
May 8, 2026	10:00 a.m. CT	Pre-Proposal Conference
May 15, 2026	12:00 p.m. CT	Deadline for Written Questions for Clarification to the Department
May 22, 2026		Expected Date for Amendment to Answer Questions
June 1, 2026	3:00 p.m. CT	Deadline for the Department Receipt of Responses. Late Responses will not be accepted.
November 1, 2026		Service Commencement Date

In compliance with Texas Government Code 2161.252, it has been determined there is a probability of Historically Underutilized Business (HUB) subcontracting opportunities available for this Solicitation and the completion of a HUB Subcontracting Plan will be required for this Solicitation.

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SECTION A - CONTRACT DEFINITIONS

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below, to include the singular and plural versions:

A.1 GENERAL DEFINITIONS

Authorized Representative - the person designated in writing to act for and on behalf of a party of this Contract.

Biennium - any of the two-year periods beginning on September 1st and ending on August 31st of odd numbered years, which are used for budgetary purposes by the State of Texas.

Compliance Standards - Contract requirements that have specific and clearly defined recoupment strategies to ensure that the Department does not pay for Services that are not received.

Contract - documents that form the Contract, which represents the entire and integrated agreement between the Department and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Department and a subcontractor or (2) between any persons or entities other than the Department and Contractor.

Contract Specialist - the Department employee responsible for non-technical administration of this Contract.

Contract Term - the duration of this Contract as specified in Section F.1, Contract Term.

Contractor - the individual, partnership, or corporation who performs Services under this Contract.

Day - calendar Day.

Department - the Texas Department of Criminal Justice (TDCJ).

Department Policy - all written Policies, procedures, standards, guidelines, directives, and manuals of the TBCJ and the Department, applicable to providing the Services specified under this Contract.

Event of Default - any of the events of circumstances described in Section I.2.1, Default by the Contractor.

Fiscal Year - any of the one-year periods beginning September 1st and ending August 31st, which are used for annual budgetary purposes by the State of Texas.

Inmate - a person under supervision or custody of the Department.

Material Failure - the failure of a party to fulfill one or more obligations essential to achieving the purpose of this Contract.

Non-Appropriation - failure by the Texas Legislature, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

Payment - the amount(s) agreed to be paid by the Department to the Contractor for Services provided under this Contract.

PD - a Texas Department of Criminal Justice Personnel Directive.

Quarter - the periods that relate to the Department's Fiscal Year, beginning September, December, March, and June.

Respondent - an individual or entity that submits a Response to this Request for Offers (RFO). The term includes anyone acting on behalf of the individual or entity, such as an agent, employee, or representative.

Service Commencement Date - the date on which the Contractor shall begin providing Services pursuant to this Contract.

Service - delivery of requirements in accordance with the terms and conditions of this Contract.

TBCJ - the Texas Board of Criminal Justice.

Working Day - a weekday, unless it is a holiday observed by the Department.

A.2 SERVICE SPECIFIC DEFINITIONS

24X7 - 24 hours a Day, seven Days a week.

Artificial Intelligence (AI) - systems capable of: (A) perceiving an environment through data acquisition and processing and interpreting the derived information to take an action or actions or to imitate intelligent behavior given a specific goal; and (B) learning and adapting behavior by analyzing how the environment is affected by prior actions.

Business Hours - Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time (CST), except for State of Texas observed holidays. However, Services may be required on holidays and Days for which skeleton crews are required.

CJI Data - data necessary for law enforcement to perform their missions including, but not limited to, biometric, identity history, biographic, property and case/incident history data, and any other data identified as Criminal Justice Information (CJI) under the Code of Criminal Procedure, Title 1, Chapter 66, Subchapter A and/or the Federal Bureau of Investigation Criminal Justice Information Services Security Policy (currently available at www.fbi.gov).

Confidential Information - data that must be protected from unauthorized disclosure or public release under the provisions of the Texas Public Information Act (also known as the Texas Open Records Act), judicial rulings, or contractual agreements. Such data may include, but is not limited to, social security numbers, taxpayer identification numbers, employer identification numbers, credit card numbers, personal identifying information (PII), sensitive personal information (SPI), and personal medical information.

Criminal Justice Information System (CJIS) - comprised of the Computerized Criminal History (CCH) System and the Corrections Tracking Systems (CTS) that provide law enforcement agencies with access to criminal justice information, such as criminal records, fingerprints, and other related data, as described in Code of Criminal Procedure, Title 1, Chapter 66, Subchapter A.

Compromised - when something is made vulnerable to attack or misuse by unauthorized access, revelation, or exposure, or impaired or diminished in function. This may refer to an item that is weakened, damaged, or flawed.

Contractor Project Manager - the Contractor's staff member dedicated to the Contract full-time from the Service Commencement Date through implementation, acceptance, and go-live.

DB2 - a relational database management system.

Deliverable (DEV) - a tangible item delivered to customers as an output of a project.

DIR - the State of Texas Department of Information Resources.

DRS - Digital Recording System.

DPS - the Texas Department of Public Safety.

IT - information technology.

Managed Access System - a contraband interdiction system that combats wireless device use in correctional facilities by capturing and dropping calls made from any contraband device.

Module - an independent portion of a software application which provides specific functionality. Each Module performs those procedures related to a specific process within a software package. Modules are normally separately compiled and linked together to build a software system. Single Modules within the application can normally be modified without requiring change to other Modules, so long as requisite inputs and outputs of the modified Module are maintained.

NCIC - the National Crime Information Center under the authority of the Federal Bureau of Investigation.

NIST - the National Institute of Standards and Technology.

OIG - the Office of the Inspector General.

OIG Project Manager - the OIG employee responsible for technical administration of this Contract through go-live.

PIN - Personal Identification Number.

Program Director - the person designated by the Contractor responsible for delivering Services under this Contract.

Program Specialist - the Department employee responsible for technical administration of this Contract after go-live.

Quality - the degree to which a product or Service satisfies stated or implied requirements. Quality assurance focuses on process Quality to prevent mistakes and defects and avoid problems when delivering products or Services to customers. Quality control focuses on identifying and correcting product defects.

Redundancy - the incorporation of backup components or systems to ensure continuous operation in the event of a primary component failure.

Related Services - installation, maintenance, warranty, repairs, training, and other incidentals.

Relational Database Management System (RDBMS) - a system designed to manage and organize data in a relational model.

Resolution - restoring the system to full capacity.

Resolution Time - the period between the Contractor's receipt of a service request from the Department or OIG and completion of the maintenance Services required to return the affected systems to normal operations.

RFO - Request for Offers, this solicitation.

RMS - Records Management System (Crime Management System).

Security Incident - an occurrence that actually or imminently jeopardizes, without lawful authority, the confidentiality, integrity, or availability of information or an information system; or constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Sensitive Information - sensitive data that is not protected by law from being disclosed or released under the Texas Public Information Act; however, it may still require an elevated level of protection and special precautions to ensure its accuracy and integrity. Some information the Department maintains is deemed sensitive, as determined by the Department's standards and risk management decisions. Examples of "Sensitive Information" include, but are not limited to, the following:

- A. The Department's operational information;
- B. The Department's personnel records;
- C. The Department's information security procedures;
- D. The Department's internal communications; and
- E. Comments.

Software as a Service (SaaS) - a method for delivering software applications, on demand, over the Internet. The Contractor hosts and manages the application software

and underlying infrastructure, and handles any maintenance, such as software upgrades and security patching. Users connect to the application over the Internet, usually by a web browser on their phone, tablet, or personal computer.

TDCJ-ITD - the TDCJ-Information Technology Division.

TDCJ-ITD Directives - written policies, procedures, standards, guidelines, directives, and manuals of the Information Technology Division, which are in effect or as may be amended from time to time, which the Information Technology Division has referenced or has made available to the Contractor and with which the Contractor has an affirmative obligation to be and remain familiar.

TX-RAMP - the Texas Risk and Authorization Management Program which provides a standardized approach for security assessment, certification, and continuous monitoring of cloud computing services that process the data of Texas state agencies.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SERVICES AND PRICES/COSTS****B.1.1 Services Being Acquired**

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, hardware, software, training, licensing, implementation, storage, materials, supplies, and Services, and otherwise do all things necessary for, or incidental to, providing and supporting a cloud-based law enforcement Records Management System (RMS).

B.1.2 Pricing Instructions

- A. The Department anticipates the award of a firm, fixed-price Contract.
- B. Respondents shall complete Section B.2, Pricing Schedule, according to the Services being provided.
- C. In its pricing response, the Respondent shall include all costs of providing the Services required in Section C, Description/Specifications/Work Statement. The Respondent shall present a detailed budget and budget narrative for the implementation, operation, and management of the Software as a Service (SaaS).
- D. The Respondent shall provide a detailed budget and budget narrative for each Deliverable in Section B.2, Pricing Schedule.
- E. The Respondent shall provide line-item detail of all products, Services, training, storage, licensing, and information on the anticipated frequency of recurring service costs.
- F. The Respondent shall not include any pay-per-user licensing arrangements or restrictions.

B.2 PRICING SCHEDULE

Deliverable Name	Price
Project management plan	
Implementation plan	
Analysis and development	
Integration plan	
RMS application configuration and integration test release including technical, functional, and design documentation.	
Property and Evidence Module configuration and integration test release including technical, functional, and design documentation.	
National Incident Based Reporting (NIBRS) Module configuration and integration test release including technical, functional, and design documentation, and the successful delivery of data to the Department of Public Safety (DPS).	
Texas Law Enforcement Telecommunication System (TLETS) Module configuration and integration test release including technical, functional, and design documentation.	
Training materials, user manuals, and train-the-trainer <ul style="list-style-type: none"> • Cost of potential additional training sessions _____ 	
Completion of functionality for importation of data from existing Texas Department of Criminal Justice (TDCJ) data	
Deployment to production environment and final acceptance	
Migration of existing Office of the Inspector General (OIG) data into the RMS	
Maintenance and support plan	
Project closure	
Total	
Recurring cost for SaaS after project closure	
Frequency of recurring costs (e.g., monthly, yearly)	
Total Cost Response for Base Period and All Option Years	

B.3 ALLOWABLE COSTS

The proposed budget shall include only costs that are reasonable, necessary, and allowable under state statutes, Department Policy, and federal cost standards. The Department shall make the final decision on the allowance or acceptability of a cost.

B.4 NON-ALLOWABLE COSTS

The proposed budget shall not include costs that are not allowed by the State or any authorized agency, statute, policy, or procedure. Types of non-allowable costs may include, but are not limited to, alcoholic beverages, bad debts, fundraising, political lobbying, and tobacco products.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 BACKGROUND**

- A. The Texas Board of Criminal Justice (TBCJ) - Office of the Inspector General (OIG) is the primary law enforcement and investigative entity of the Texas Department of Criminal Justice (Department). OIG investigators are certified Texas peace officers with statewide jurisdiction who investigate allegations of criminal activity and misconduct that impact TDCJ programs, personnel, and resources, including waste, fraud, and abuse. The OIG furthers its law enforcement efforts through task force partnerships with the Federal Bureau of Investigation (FBI), the United States Drug Enforcement Administration (DEA), and the United States Marshals Service. These partnerships bind a commitment of sharing information and reinforce a law enforcement allegiance when dealing with escapees, fugitives, parolees, and organized prison gangs. The OIG currently has a staff of 172 Peace Officers and 50 civilian personnel. The OIG does not operate a dispatch center or jail.
- B. The OIG currently uses the Sam Houston State University (SHSU) Police Research Center - Criminal Research, Information Management and Evaluation System (CRIMES). Although this system has been a worthy tool to manage investigations performed by the OIG, this system has become obsolete based on federal and state standards, as well as current operational requirements. The goal of this Contract is to implement a new RMS to enhance and modernize the investigative capabilities required by today's ever-changing landscape.
- C. The Department is administering the procurement process for this Request for Offers (RFO) at the direction of the OIG and any actions taken by the Department are in service of the OIG's objectives.

C.2 COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES, AND LAWS

- A. The Contractor shall provide Services to the OIG that are in compliance with all applicable local, state, and federal laws, whether now in effect or hereafter effected or implemented; all relevant federal and state financial cost principles and audit requirements; and all rules, policies, and procedures established by the OIG, the Department, and the TBCJ related to these Services.
- B. The Contractor's RMS must meet federal and state information security regulations and standards, to include securing personally identifiable information. The RMS shall meet Criminal Justice Information System (CJIS), National Crime Information Center (NCIC), and the United States Department of Justice compliance requirements. Where not specifically required in this Contract, the Contractor shall follow industry standards, as applicable, to include the National Institute of Standards and Technology (NIST), in relation to information security and/or cybersecurity.
- C. The Contractor shall not deviate from applicable OIG or Department Policies and procedures in the provision of Services without the prior written approval of the OIG-Inspector General or designee. Such approval shall not be unreasonably withheld by the OIG.

- D. The Department shall notify the Contractor of all changes in, or additions to, such policies and procedures, after which time the Contractor shall comply with the policies and procedures contained therein, unless the OIG-Inspector General, or designee, approves in writing a deviation from such policies and procedures.
- E. The Contractor's written requests for deviations from said policy statements shall originate from the Contractor's Authorized Representative or designee and shall be forwarded to the OIG-Inspector General or designee. The Contractor's written requests for deviations shall specify the deviation, with justification, and reference the policy number/procedure, section, and paragraph. Unless a deviation requested by the Contractor is specifically approved in writing by the OIG-Inspector General, or designee, the Contractor shall comply with OIG and Department Policies and procedures. A Contract award shall not imply approval of a policy/procedure deviation. Any deviations previously granted by the OIG or the Department under a separate or previous contract do not apply to this Contract.
- F. When differences between applicable standards exist, the higher standard, as defined by the OIG will prevail. The specified requirements and standards will serve as the benchmark for monitoring the Contractor's performance under this Contract.
- G. Applicable local, state, and federal laws, rules, and regulations include, but are not limited to: the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age of Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; Code of Federal Regulations, Title 42, Part 2 (regarding information about drug and alcohol abuse inmates); the Environmental Protection Department (EPA) Rules and Regulations; Texas Code of Criminal Procedure; Texas Health and Safety Code, Chapters 85, 595, and 611; Texas Administrative Code, Title 25, Chapter 403, Subchapter K (regarding Inmate identifying information); the Americans with Disabilities Act (ADA) of 1990; the Civil Rights Act of 1991; the Occupational Safety and Health Act (OSHA) of 1970; Texas Family Code, Section 231.006; Texas Government Code, Chapters 492-508, 783, 2254, 2259, and 2260; the Uniform Grant Management Standards (UGMS); and any and all rules, policies, and procedures established from time to time by the OIG and the TBCJ.

C.2.1 Data Requirements

A. Data Ownership

All data produced, created, obtained, maintained, recorded, retained, uploaded, stored, or archived as a part of the RMS shall be the property of the OIG, unless exclusively specified by the OIG.

B. Data Usage

1. All information and databases associated with the RMS are the property of the OIG and shall not be given, sold, or used for any other purpose outside of the RMS without express written consent from the OIG.
2. OIG information, data, and information resources should only be used for the purposes of this Contract.

3. Third party usage of data is prohibited unless authorized by the OIG-Inspector General or designee, the Data Management Office (DMO), and the Office of the Chief Information Security Officer (OCISO).

C. Data Disclosure

1. The Contractor will not disclose OIG data or content or any information about the OIG, except as compelled by a court or administrative body or required by any law or regulation.
2. The Contractor will give notice to the OIG if any disclosure request is received for OIG data or content so the OIG may file an objection with the court or administrative body.
3. The Contractor has no authority to respond to public information requests.

D. Data Classification/Record Retention

1. In accordance with Texas Government Code 2054.161, all data produced from or used in this RMS shall be available for classification as determined appropriate for data security and applicable retention requirements under Texas Government Code Sections 441.185 and 441.187 for each classification.
2. The Contractor shall maintain and dispose of data, information, and records in accordance with the retention requirements specified by the OIG and using established and approved techniques and methods based on the level of confidentiality.
3. The Contractor shall provide certification of its destruction of any Department data per NIST Special Publication 800-88, (<https://csrc.nist.gov/publications/detail/sp/800-88/rev-1/final>), Guidelines for Media Sanitization, and CJIS Security Policy, current version in effect as of the Response submission deadline, and any subsequent updates published during the Contract Term, on media protection and media sanitization.

E. Data Protection/Data Privacy

The Contractor shall ensure the protection and privacy of OIG information, data, and information systems by:

1. Implementing security controls based on the classification of the data, as determined by the OIG, that are proportionate to the OIG's risk under the Contract, based on the sensitivity and confidentiality of the data.
2. Complying with the information security requirements and the individual OIG information policy requirements maintained in the Information Resources Security Program (IRSP), OIG's security policy based on NIST 800-53 and the security requirements within this Contract.
3. Adhering to standards, privacy requirements and regulations for confidential, sensitive, and regulated data such as:

- a. Personal Identifying information (PII) or Sensitive Personal information (SPI) as defined in the Texas Business and Commerce Code 521.002(a)(1) and 521.002(a)(2).
 - b. Student education data as defined under the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 9.
 - c. Federal Tax Information (FTI), Federal Insurance Contributions Act (FICA), tax information per Internal Revenue Service (IRS) Publication 1075 (IRS-1075).
 - d. Payment card information data as defined in the Payment Card Industry Data Security Standard (PCI DSS) v2.0.
 - e. Public Health Information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR Parts 164.
 - f. CJIS Information as defined under Code of Criminal Procedure, Title 1, Chapter 66, Subchapter A and ensure that all components of and data used or created as a part of the RMS is compliant with the FBI CJIS Security Policy found on the DPS website, <https://www.dps.texas.gov/>.
 - g. Biometric identifiers, global positioning system technology, or individual contact tracing defined under Biometric Standards by National Science and Technology Council (NSTC), NIST, and American National Standards Institute (ANSI) and Texas Government Code, Chapter 560.001, 560.002, 2062.001, 2062.002.
 - h. Biometric authentication information as required in NIST SP 800-63-3 Digital Identity Guidelines.
4. If applicable, comply with all applicable federal, state, and local and European privacy laws and practices to include General Data Protection Regulation (GDPR).
 5. If applicable, cloud Services must be Texas Risk and Authorization Management Program (TX-RAMP) certified. The OIG will determine applicability and certification level based on the data classification and impact level of the information resource and in consultation with the Department of Information Resources. The TX-RAMP Program Manual can be found on the DIR website, <https://dir.texas.gov/>.

F. Data Encryption

All OIG data, information or records shall be encrypted in transit and at rest according to the OIG IRSP and the OIG's security policy based on NIST 800-53.

G. Data Quality

1. The Contractor shall incorporate data Quality management by:
 - a. Ensuring that data is sufficiently reliable and consistent for each use case.
 - b. Verifying that both existing and new data meets data Quality standards.

- c. Setting up data management processes that block low Quality data from entering the system and ensuring data meets basic data check rules.
 - d. Ensuring data accuracy and data Quality is consistent across the system.
2. The RMS shall support:
 - a. Structured data (i.e., data that represents well in tabular format);
 - b. Unstructured data (e.g., documents, images, and videos); and
 - c. Semi-structured data that combines the preceding two types.
3. If the data format is audio or video, the data must be maintained, retained, and accessible at the same audio or video quality at which it was recorded.
4. If requested by the OIG, the Contractor shall provide reports for data Quality standards, which include identifying key information and missing, incomplete, and duplicate records, for testing and validation purposes.

H. Availability of Data

1. Data, information, and records should be available from the Contractor within the specified timelines, as specified by the OIG (e.g., real-time, batch, archived.)
2. The OIG reserves the right to request data, information, or records from the Contractor, at no cost to the OIG. The data, information, or records shall be provided to the OIG via a secure method.

I. Data Architecture

If requested by the OIG, the Contractor shall provide:

1. A data architecture design document which describes OIG's data assets and provides a blueprint for creating and managing data flows, entry points, interfaces, and environment names.
2. A data management plan to include technical details, such as operational databases, data lakes, data warehouse, and servers that are best suited to implement the data management strategy.
3. Data models (conceptual and logical) during the design phase.

J. Data Storage

1. If this Contract is for Cloud Computing Services, as defined by the Texas Government Code Section 2054.0593(a), the Contractor shall:
 - a. Disclose the name of the cloud service provider, and the location(s) of the data centers used to store data, information, and records.

- b. Not store data, information, or records outside the continental United States without express written consent from the OIG.
2. The RMS shall allow access to long-term storage for data retrieval from within the solution.
3. The RMS shall have the ability and capacity to prevent inactive cases from negatively affecting the performance of active cases.

K. Disaster Recovery

The Contractor shall:

1. Replicate data across mirrored databases to ensure high availability.
2. Ensure there is a scheduled data backup frequency based on its criticality and how often it changes.
3. Plan and test a disaster recovery strategy to ensure data can be quickly restored after a data loss incident.

L. Data Sharing

External information systems are not permitted to the internal network without the appropriate monitoring and/or approval by the appropriate approving authority in accordance with an accompanying Memorandum of Understanding (MOU) and Interconnection Security Agreement (ISA), if appropriate.

M. Data Transition

1. Upon termination of this Contract, the Contractor, if requested by the OIG, shall transfer all data, information, and records to the OIG, on the agreed upon acceptable secure methods of return, destruction, or disposal and within the time specified by the OIG.
2. At the end of the contract the Contractor shall provide data transfer to the OIG of all OIG property contained, controlled, collected, gathered, or stored by the vendor related to RMS. Said information shall be provided to the OIG within 30 Days of Contract termination.

N. Artificial Intelligence/Machine Learning

1. The Contractor agrees not to use Artificial Intelligence (AI) in the performance of this contract without prior written consent of the OIG. AI or Machine Learning (ML) may be used only for purposes limited to analytics-driven trend analysis and resource optimization, including predictive analytics, subject to prior written consent of the OIG.
2. The Contractor shall disclose any AI used in any component of the RMS, in what capacity it is being used, and ensure that TDCJ policies and procedures regarding the use of AI are followed at all times. All predictive analytics or ML features must be documented and approved under OIG governance and operate within a

documented model risk management framework addressing data integrity, bias mitigation, transparency, and ongoing monitoring.

C.2.2 Electronic Information Resource Accessibility Requirements

- A. The TDCJ aims to comply with applicable federal and state laws governing accessibility when procuring digital products and Services:
 - 1. Texas Government Code 2054.457, enacted in 2005, requires that all state agencies and institutions of higher education provide state employees and members of the public access to and use of electronic information resources.
 - 2. 1 Texas Administrative Code 206 aligns state web accessibility standards with the federal regulations set forth in Section 508 of the Rehabilitation Act of 1973.
 - 3. 1 Texas Administrative Code 213 enacted state standards for procurement, development, or usage of Electronic Information Resource (EIR) for people with disabilities and aligns accessibility standards with the federal regulations set forth in Section 508 of the Rehabilitation Act.
- B. The Contractor shall provide an Accessibility Conformance Report (ACR) for all equipment and systems associated with this Contract based on the Information Technology Industry (ITI) Voluntary Product Accessibility Template (VPAT), the leading global reporting format for assisting buyers and sellers in identifying information and communications technology (ICT) products and services with accessibility features. Version 2 of the VPAT was expanded to include the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. Information on this can be found here: <https://www.itic.org/policy/accessibility/vpat>.

C.2.3 Information Security Requirements

- A. All cloud Services and SaaS required as part of this Contract must comply with CJIS Security Policy, current version in effect as of the Response submission deadline, and any subsequent updates published during the Contract Term, and TX-RAMP requirements.
- B. The Contractor shall ensure all contract staff performing Services under this Contract complete the required Department security and data security training at intervals determined by the Department.
- C. The Contractor is responsible for following all federal and state laws as well as the IRSP, the TDCJ security policy based on NIST 800-53.
- D. If applicable, cloud services must be TX-RAMP Level 2 certified. The Department will determine applicability based on the data classification and impact level of the information resource and in consultation with the Department of Information Resources (DIR). TX-RAMP Program Manual can be found DIR's website.
- E. All Contractor staff, including any subcontractors, must complete the TDCJ's Cybersecurity Training Course if they require access to OIG systems or data.
- F. All Contractor staff, including any subcontractors with access to OIG systems, data, or

- proprietary information, must agree to and sign the TDCJ EMPL3 form, Data Use and Non-Disclosure Agreement.
- G. All deliverables within this Contract are subject to security vulnerability scanning by the TDCJ OCISO. Any vulnerabilities found must be corrected on a schedule based on the criticality of the vulnerability.
 - H. The TDCJ shall perform security penetration testing of the RMS as the Department deems necessary. Any shortcomings identified through the security penetration testing shall be resolved within 30 Days of the results being submitted in writing to the Contractor.
 - I. The Contractor shall furnish a recent independent report from a certified contractor for network and program security, noting that no vulnerabilities were found for all components of the RMS.
 - J. Each version of any mobile application or public-facing website that stores or processes confidential or sensitive information must undergo a security penetration test before going live. Any shortcomings identified during the testing must be resolved before the version goes live.
 - K. The Contractor shall notify the OIG within 24 hours of any supply chain compromises.
 - L. The Contractor shall notify the OIG ISO and TDCJ OCISO of a security incident, including but not limited to cybersecurity breaches or suspected cybersecurity breaches, within six hours of discovery.
 - M. The Contractor shall resolve a security incident within 30 hours.
 - N. At OIG's request, the Contractor shall submit the results of any assessments or audits to continuously monitor the Contractor.
 - O. The Contractor shall provide secure Internet Protocol (IP) communications by authenticating and encrypting each IP packet of a communication session for all components of the RMS.
 - P. The Contractor shall provide firmware updates, application updates, and security testing for all components of the RMS.
 - Q. The Contractor shall promptly install all relevant security patches and anti-virus updates on the Contractor's network.
 - R. The Contractor shall ensure that all OIG data, information, and records are encrypted in transit and at rest according to the TDCJ-IRSP and the TDCJ security policy based on NIST 800-53.
 - S. The Contractor shall dispose of any OIG data, documentation, tools, or system components using established and approved techniques and methods based on the level of confidentiality.
 - T. When any software in the system reaches end of life (EOL), the TDCJ OCISO must be notified in writing with a list of EOL components, including a remediation plan.

C.3 STATEMENT OF WORK

The Contractor shall deliver and support an RMS solution. The Contractor is responsible for all resources necessary to provide the Services in this Contract and the OIG will look solely to the Contractor for performance.

- A. The Contractor shall be responsible for the entire RMS, including software, hardware, all components and parts, and maintenance support, unless otherwise agreed to in this Contract.
- B. The Contractor shall outline the process to replace any aspect of the RMS that has failed.
- C. The Contractor shall have complete end-to-end responsibility to ensure Quality operational service as required for full system functionality.
- D. The Contractor shall customize technology as needed at the OIG's discretion to provide system security.
- E. The Contractor shall ensure the RMS is able to meet specific performance measures as listed in Exhibit J.3, Compliance Standards.
- F. The Contractor shall work with OIG personnel to monitor performance prior to the full deployment of the RMS. Before an assignment is considered complete, the OIG will conduct a Quality assurance review.
- G. The OIG reserves the right to approve, reject, or request substitutions of equipment/component parts. During the Contract Term, responsibility for the operation, maintenance, and support of the entire RMS shall remain with the Contractor unless otherwise agreed to in this Contract. The data comprising the RMS, excluding any proprietary software systems used under license from the owner(s) of such intellectual property, shall be the property of the OIG.

C.4 FUNCTIONAL REQUIREMENTS

The Contractor shall ensure the RMS fulfills the functional requirements in this section.

A. Incident and Case Management

The RMS shall:

1. Handle complex criminal and administrative cases, including use of force and response to resistance incidents.
2. Allow users to create, view, edit, and archive incident reports.
3. Assign case numbers automatically.
4. Track the status of cases (e.g., open, active, closed, suspended).
5. Attach digital evidence (e.g., photos, documents, videos).

6. Record arrest details (e.g., charges, time/date, location).
7. Manage warrants, including issuance, service, arrest, and returns.
8. Identify duplicate complaints or incidents to prevent separate investigators from creating duplicate cases on the same complaint.

B. Evidence and Property Management

The RMS shall:

1. Have an efficient evidence Module supporting barcode or radio-frequency identification (RFID) to manage physical and electronic evidence, including collection, storage and security, chain of custody tracking, search and retrieval, inventory management and inspection, and reporting capabilities.
2. Contain advanced multimedia support for body-worn camera footage and other digital evidence with tagging ability.
3. Log collected evidence.
4. Schedule evidence destruction or return.
5. Capture or create crime scene video and sketches.

C. Field Reporting/Mobile Access

The RMS shall:

1. Allow officers to write and submit reports in the field.
2. Support offline capabilities, including interoperability and integration with third-party applications.
3. Provide offline data capture and collection workflows with connected synchronization when network connectivity is unavailable to reduce the need for paper-based data collection and manual workflows.
4. Provide voice-to-text or digital dictation support.

D. Records Search and Retrieval

The RMS shall:

1. Provide a quick search option to search records by name, incident number, date, and other basic demographics, as well as an advanced search option based on any combination of demographics including, but not limited to, state identification (SID) number, TDCJ number, name, date of birth (DOB), race, sex, social security number (SSN), FBI number, driver license number, passport number, court case number, and uniform case number, to retrieve all TDCJ numbers associated with those personal demographics, including active and inactive Inmates and Clients on supervision.

2. Provide full audit trails for all Modules to log all system activities for accountability and compliance.
3. Integrate with internal and external systems, such as national or state databases (e.g., NCIC, NIBRS), in a manner that precludes the storage of duplicate data.
4. Be compliant with the DPS-NIBRS, with the ability to report utilizing the most current preferred method of the DPS with pre-submission checks to prevent errors.
5. Include a data exchange development toolkit enabling authorized OIG personnel to develop future interfaces with external agencies and partners without requiring Contractor support.

E. Data Entry/Management

The RMS shall:

1. Be designed to minimize redundant data entry.
2. Have the ability to merge duplicate data entries (e.g., duplicate person).
3. Provide data validation with built-in checks for errors during entry to ensure accuracy and reduce rework.
4. Provide tools to redact sensitive details in a case before sharing.
5. Provide secure data sharing with prosecutors and other agencies.
6. Have the ability to load local offense and administrative offense into offense tables that are not included in state-provided offense datasets.
7. Have the ability to expunge cases, people, and data upon order of a court.
8. Have the ability to manage records retention schedules and delete data meeting retention requirements.
9. Receive uploads of and provide downloads of files, data, or attachments that are compatible with widely used, non-proprietary industry standard formats, as agreed to by the OIG.
10. Validate data entries based on parameters such as data type, range, and format, and not allow invalid data entry values.
11. Allow the OIG to add custom validation fields.
12. Allow authorized OIG staff to configure default input values.
13. Allow data capture by other modes of authorized input from external data-capturing devices, such as card scanners, Quick Response (QR) scanners, barcode readers, and similar technology for tracking.

14. Be capable of adding support for new data capture technologies.

F. Master Indexes

The RMS shall:

1. Use Person, Vehicle, Location, and Organization indexes.
2. Use Unique IDs for tracking recurring entities across cases.
3. Support linking related cases, people, and incidents.
4. Use relationship mapping (e.g., known associates, spouse, friend, child) tied to suspects, victims, and witnesses.
5. Support the ability to set a person's or entity's role, or multiple roles, and type in an incident.
 - a. Person or entity roles in an incident include victim, suspect, witness, reportee, and named.
 - b. Person or entity types in an incident include Inmate, parolee, employee, contractor, volunteer, intern, civilian, and organization.
6. Support linkage of related records connecting suspects, victims, witnesses, and evidence to a case.
7. Provide the ability to create and modify staff identification information to include office location, position title, position ID, staff name, supervisor ID, phone number, currently employed, date assigned, inactive status, date inactive, and staff user ID.

G. Workflow, Task Management, and User Interface

The RMS shall:

1. Support the processes required to maintain OIG and Department document templates, image and store documents, and address archival requirements levied by the OIG, the Department, and/or the State.
2. Provide customizable workflows to fit agency-specific needs, such as streamlined workflows that enhance interagency collaboration and supervisor approval workflows.
3. Contain supervisory management tools for tracking investigations, assigning tasks, managing case progress, approving cases, and tracking case status.
4. Generate automated alerts and/or reminders for follow-up actions and notifications (e.g., flash notices, overdue tasks/workflow notifications, generated emails).
5. Provide alerts for case inactivity, evidence destruction, and other agency tasks.
6. Support case reassignment and hand-off tracking.

7. Provide tools to redact sensitive details in a case before sharing.
8. Have an intuitive interface that is user-friendly and minimizes training time.
9. Support the ability to operate multiple Modules simultaneously using multiple screens during a single login session.
10. Provide a mechanism to schedule appointments leverageable by several business processes (e.g., schedule interviews after an incident within a mandated timeframe).
11. Dynamically display menus, pages, data fields, and functionality based on the user's authorized security roles.
12. Trap error messages and display them in a user-friendly format.
13. Clearly display mandatory fields on all screens.
14. Allow multiple users to view the same record simultaneously.
15. Prevent multiple users from simultaneously editing the same record.
16. Provide the ability to redirect and display a friendly message if the RMS is not available during planned or unplanned interruptions. The message must be modifiable by an authorized OIG administrator.
17. Provide a user-friendly Graphical User Interface (GUI) for user presentation. The GUI shall contain consistent features throughout the RMS to include, but not be limited to:
 - a. Standard naming conventions;
 - b. Pointing device support, including for mobile devices;
 - c. Pop-up windows;
 - d. Keyboard functionality;
 - e. Button navigation;
 - f. Dropdown lists; and
 - g. Autofill.
18. Support printing (locally or over a network) documents, lists, calendars, reports, screens, or other information.
19. Support integration with common Microsoft Office 365 productivity tools, such as Word and Excel.

20. Be configurable to the data field level, such as mandatory fields, field length, drop downs, selector boxes, radio buttons, and similar features.
21. Include spellchecking ability on data fields.
22. Allow users to manually and/or automatically save work in progress, based on configurable rules.
23. Include optical character recognition technology for standard forms and documents.
24. Have electronic templates to create, electronically sign, and email documents to internal and external partners.
25. Provide an automated document workflow that allows users to complete, authorize, and sign documents.
26. Support processes required to manage criminal and administrative cases.
27. Support processes required to validate the accuracy of OIG processing and records.

H. Access Control

1. The Contractor shall specify multi-factor authentication standards that will be utilized.
2. The RMS shall:
 - a. Provide multiple layers of access control.
 - b. Allow OIG staff to determine and assign security levels and access controls.
 - c. Require a secure, validated multi-factor authentication to access the system regardless of the administrator's access level.
 - d. Provide restricted case functionality including:
 - i. The capability to create a restricted case with access restricted to only the listed OIG personnel on that case.
 - ii. The capability to convert any case to a restricted case and to remove the restriction.
 - iii. The capability to grant and remove access to one or more OIG personnel for a restricted case.
 - iv. Granting the OIG-Inspector General full access, by default, to all restricted cases in the RMS.
 - v. Providing a count of restricted cases on management statistical reports while hiding the sensitive information about the restricted cases.

- e. Restrict direct access to the database by end-users, tools, or anyone without authenticated access.
 - f. Have access control by unique user IDs, which shall provide the capability to trace logged actions to the originator, if needed.
 - g. Allow enforcing user and device access and authorization (as defined or restricted by security role) based on geographical location (e.g., within Texas, neighboring states, nationally).
 - h. Provide authorized users, such as cybersecurity staff, with the capabilities for forensic audits of user activities, including name, session identification, terminal identification, times logged on and off, transactions committed, and unsuccessful transactions.
 - i. Provide OIG staff with the ability to securely access the system to, at a minimum:
 - i. Generate, order, and view reports (e.g., administrative, restricted, standard, or ad hoc).
 - ii. Utilize the full functionality of the RMS and Modules provided.
 - iii. Provide controlled access, based on user permission, to specific levels to allow system access to other agencies without compromising other confidential information and sensitive data and cases.
- I. Adds, Moves, and Changes
- 1. The RMS shall ensure only OIG staff are capable of performing adds, moves, and changes to users and evidence in the RMS.
 - 2. The Contractor shall provide written procedures for performing adds, moves, and changes, including authorization and audit trail features.
- J. Reports
- The RMS shall:
- 1. Have the ability to generate various reports in real-time using multiple parameters and numerous report segment types where each segment type in a generated report provides statistical data for each program based on the selected parameters.
 - 2. Have the capability to produce standard and ad hoc management reports on a scheduled and on-demand basis from all stored data (e.g., management, station, recorded data, status).
 - 3. Produce reports without negatively affecting any portion of system operations.

4. Be capable of generating reports at individual facilities, regional locations, and administrative locations.
5. Provide a report interface that is intuitive, well-documented, and easy to use.
6. Allow users to develop and save ad hoc queries and reports and add user-defined fields without system administrator intervention.
7. Include standard reports such as, but not limited to, Uniform Crime Reporting (UCR)/NIBRS, crime trends, and arrest logs.
8. Have the ability to configure scheduling execution and distribution of one or more selected reports, such as those in Exhibit J.4, Built-In Reports, using preset or variable data filtering criteria for the frequency and distribution location (e.g., email a report every day at 8:00 a.m. to a preset recipient list, save a report on the first of every month to a shared file location).
9. Have the ability to build and generate extracts from the database and send data exchanges between agencies (e.g., the Department, the Special Prosecutor Unit), as pre-defined (currently referred to as nightly extracts, data exchanges, websites and applications).
10. Have the ability to generate forms and documents in multiple languages (English and Spanish).

K. Advanced Analytics

The RMS shall:

1. Provide advanced analytics for trend predictions, resource allocation, intelligence gathering for crime discovery, and data driven decision making with dashboards and comprehensive reports.
2. Provide data visualization for actionable insights (e.g., charts, graphs).
3. Include predictive policing capabilities.

L. System Administration

1. The Contractor shall provide all capabilities and software used in performing system administration, monitoring, and management functions. Management of the RMS shall be multi-factor authentication protected, allow for various levels of access, and network with centralized system administration at all designated facilities and remote locations. The Contractor shall detail multi-factor standards, provide unique user IDs, and ensure changes are logged.
2. The Contractor shall provide real-time tools for administrators to monitor system performance indicators including response time, system use and capacity, concurrent users, and system error logs.
3. Detailed and thorough training shall be provided to the OIG system administrator as detailed in Section C.6, Training.

4. The RMS shall be able to notify a user before access to the RMS or any particular Module is set to expire. OIG system administrators shall be able to set timing and frequency of such notifications.
5. The RMS shall manage Transmission Control Protocol (TCP) connections so inactive sessions are closed, the user session is terminated, and a session timeout alert is displayed.

M. Dashboards

1. The RMS shall allow creation of dashboards with drilldown capabilities for data analysis, along with the ability to distribute dashboards to selected users.
2. Dashboards for supervisory oversight shall display a real-time summary of all ongoing incidents to command staff.
3. The RMS shall provide a dashboard to include, but not be limited to, details regarding:
 - a. Case number;
 - b. Investigator assigned;
 - c. Date and time of incident;
 - d. Location of incident;
 - e. Incident type;
 - f. Report type;
 - g. Case status;
 - h. Description of incident;
 - i. Case progression indicator;
 - j. Case alerts; and
 - k. Restricted access indicator.
4. The RMS shall have specific information screens which compile various components including, but not limited to:
 - a. Summary of incident;
 - b. Incident information;
 - c. Incident narrative;
 - d. Supplemental reports;

- e. Involved persons and organizations;
- f. Involved vehicles;
- g. Criminal and administrative offenses with state or local offense codes;
- h. Arrest information;
- i. Property/evidence information;
- j. Pursuit information;
- k. Use of force reporting and review/approval process;
- l. Case approval tracking;
- m. Case and offense status tracking;
- n. Related incidents linking;
- o. File attachment management;
- p. Assigned investigators and historical tracking;
- q. Prosecution status;
- r. Case report copy provided to tracking;
- s. Case notes;
- t. Citations issued with tracking;
- u. Criminal trespass warning issued with tracking;
- v. Case flags (e.g., juvenile incident, family violence, juvenile record, nondisclosure incident, restricted access); and
- w. Retention schedule status.

C.5 TECHNICAL REQUIREMENTS

The Contractor shall ensure the RMS fulfills the technical requirements in this section.

A. Architecture

The RMS shall:

1. Be a comprehensive, cloud-based solution, designed for multi-jurisdictional use for real-time data access and sharing.
2. Provide the ability to distribute reports through email and to share reports on

platforms such as Microsoft Teams, the OIG/TDCJ Intranet, and the internet.

3. Provide unlimited storage of reports, document attachments, and media files such as video, audio, and images.
4. Able to handle increased user loads without degradation in performance.
5. Must provide secure Application Programming Interfaces (API) to allow integration with third-party tools such as computer-aided dispatch, body-worn cameras, and court systems.
6. Provide the flexibility for the OIG to be responsive to future mandates (e.g., state, federal) in a continually changing environment (e.g., update NIBRS reporting codes as they are periodically revised in response to federal legislative mandates).
7. Be scalable to accommodate future capacity needs.
8. Provide document management capabilities or interact with a third-party document management system.
9. Facilitate rapid and scalable deployment of the functional and technical requirements in this Contract.

B. System Performance

The RMS shall:

1. Maintain fast response times, such as less than two seconds for searches.
2. Maintain 99% uptime with minimum unplanned downtime and as defined in Exhibit J.3, Compliance Standards.
3. Maintain balance to distribute traffic across servers and failover support to automatically recover if one server fails.
4. Provide safeguards and application design patterns to ensure a single RMS request does not consume a disproportionate level of server-side resources.
5. Be scalable to meet OIG needs and support an undetermined number of users.
6. Provide user response times measured over one hour as determined by the OIG as follows:
 - a. No more than three seconds 98% of the time for any transaction; and
 - b. No more than two seconds 90% of the time for any transaction.
7. Continue processing during routine or preventive maintenance windows.

C. System Security

1. The Contractor shall ensure that the system supports multi-factor authentication

with multiple options consistent with CJIS Policy, current version in effect as of the Response submission deadline, and any subsequent updates published during the Contract Term.

2. The RMS shall include cloud threat detection service with easy-to-read security logs and reports.
 3. The RMS shall support Microsoft Active Directory authentication to enable single sign-on and other forms of user authentication, such as federated access control (e.g., allowing access by other agencies or county units of governments) and Security Assertion Markup Language (SAML) for allowing access to the system for non-OIG domain users.
 4. The RMS shall meet FBI CJIS Security Policy security requirements.
 5. The RMS shall be compliant with both Department and CJIS username/password standards and requirements.
 6. The RMS shall provide the ability to transmit and receive imported and exported data through multiple secure methods compliant with NIST standards (e.g., file output, web service, single and batch transactions).
 7. The inactivation of user profiles shall not delete records from RMS, thereby enabling historical analysis of the activities completed by those individuals and profiles in the RMS.
 8. The RMS shall retain all audit and security logs according to CJIS Security Policy, current version in effect as of the Response submission deadline, and any subsequent updates published during the Contract Term. Audit logs shall be able to be ported into the TDCJ OCISO and the OIG's Security Event and Incident Management (SEIM) system. The following events are examples of events that shall be logged:
 - a. Successful and unsuccessful system log-on attempts.
 - b. Successful and unsuccessful attempts to access, create, write, delete, or change permission on a user account, file, directory, or other system resource.
 - c. Successful and unsuccessful attempts to change account passwords.
 - d. Successful and unsuccessful actions by privileged accounts.
 - e. Successful and unsuccessful attempts for users to access, modify, or destroy the audit log file.
- D. Device and Platform Support
1. Users shall be able to access the RMS from any modern browser (e.g., Chrome, Edge, Firefox) without needing plugins or extensions.
 2. The RMS's user interface (e.g., in a web browser) shall adapt automatically to different screen sizes for ease of use in the field.

3. Mobile apps or browser-based Modules shall function reliably on both major mobile operating systems for officers in the field. Mobile platform support must include a range of appropriate technologies and tools, such as data integration and business rules engines, with low-code or no-code frameworks, real-time operability, and interfaces using efficient APIs and web-services technologies.

E. Data Migration and Import/Export Tools

1. The Contractor must migrate data from the current system, SHSU Police Research Center - CRIMES.
 - a. Data is stored in a SQL Server Rational Database Management System (RDBMS).
 - b. The database size is 900 gigabytes (GB).
 - c. The database currently contains 23 years of data.
 - d. The database has a total of 394 tables, with 81 of the tables each containing over 10,000 records.
 - e. The OIG will provide additional information, if requested.
2. The RMS shall be able to interface with Department systems to import personal identifying information and other data for employees, Inmates, vendors, and other individuals.
3. The RMS must be able to export and import structured data using national standards like National Information Exchange Model (NIEM) or other XML-based data exchange formats.
4. The Contractor shall migrate existing data identified by OIG, such as records, reports, and configurations, from the current system into the RMS.
5. The Contractor shall verify data accuracy after migration.
6. The Contractor shall provide documentation describing how CRIMES data fields correspond to the fields in the RMS.

C.6 TRAINING

- A. The Contractor shall provide training for system administrators and all OIG personnel utilizing the system.
- B. The Contractor shall provide a minimum of 14 full system in-person training sessions with up to 15 people during each session .
- C. Additional training sessions shall be made available by the Contractor.
- D. All training shall be provided in a train-the-trainer model.

- E. All curriculum within all training materials shall be coordinated between the Contractor and the OIG to ensure training is appropriate for all levels of knowledge.
- F. The Contractor shall build training materials in conjunction with the OIG to be utilized in hands-on training sessions. These training materials shall be accessible on a personal computer.
- G. The Contractor shall provide training materials during each session to facilitate training new personnel as needed.
- H. The Contractor shall incorporate technical support call procedures in the training curriculum.
- I. The training shall not occur all at once. The Contractor shall tailor training sessions to the needs of the attendees in each session. The OIG shall take reasonable steps to aggregate those who need similar training to optimize class size.
- J. The Contractor shall provide contextual online help at the screen level (e.g., basic navigation, guided help, reminders, field labels/descriptions, hover-over tool tips) and training materials within the RMS.

C.7 STAFFING

The Contractor is responsible for all resources necessary to provide the Services. The Contractor shall provide an adequate level of staffing for provision of the Services and shall ensure that staff providing Services is appropriately trained, qualified, and licensed.

- A. The Contractor's staff shall coordinate with and maintain a good working relationship with OIG staff and other vendors working with the OIG. The OIG shall provide security for the Contractor's employees and agents consistent with the security provided for OIG staff at each administrative facility.
- B. The Contractor's staff on-site shall adhere to the standards of conduct prescribed in law, and as prescribed in the OIG personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies, and procedures of the OIG. The Contractor's staff shall be subject to and shall comply with all security regulations and procedures of the OIG and the respective OIG facility. Violation of regulations may result in the employee or individual being denied access to the facility. In this event, the Contractor shall provide alternate personnel to supply Services, subject to OIG approval.
- C. The Contractor shall assign a Contractor Project Manager dedicated to the Contract full-time from the Service Commencement Date through implementation, acceptance, and go-live. The Contractor Project Manager shall be responsible for communicating to the OIG Project Manager and other OIG staff the status of the entire project and must promptly respond to communication from the OIG. The Contractor Project Manager shall attend on-site meetings and be the single point of contact during project implementation regarding the overall performance of this Contract, general project management duties, and resolution of technical issues.
- D. During the entire Contract Term, the Contractor shall provide qualified personnel to

perform the Services required.

1. Replacement by the Contractor of an employee or subcontractor performing under this Contract shall be at the discretion of Contractor, provided the replacement staff passes a Texas Crime Information Center/National Crime Information Center (TCIC/NCIC) criminal history check by the OIG.
 2. The Contractor shall provide the OIG with prior written notice of placement and/or replacement of any personnel or any plan to place and/or replace personnel.
 3. The Contractor may place and/or replace key personnel assigned to this Contract only after the OIG's prior written approval.
 4. The Contractor shall remove and replace personnel at the request of the OIG.
 - a. The OIG shall have the right, at any time, to request the removal of any of the Contractor's employees/subcontractors.
 - b. The Contractor shall use all reasonable efforts to promptly replace such employee or subcontractor with a team member possessing skills, experience, and training that are equal to or exceed those of the position description.
- E. During the entire Contract Term, the Contractor shall ensure personnel follow laws, rules, regulations, standards, policies, and procedures. It is the Contractor's responsibility to ensure that all contract employees are familiar with OIG regulations. Contractor standards of conduct, notification of background checks, relevant policies, and/or statutes are incorporated as reference.
- F. Prior to the introductory kick-off meeting, the Contractor shall provide the Program Specialist with a list of all Contractor employees involved in this Contract who, at any time, have ever been sentenced to any facility of the TDCJ. Said list should include employee's name, TDCJ Inmate number, the nature of the offense, and the sentence. Prior approval shall be obtained before a former Inmate may enter any OIG facility.
- G. Any Contractor employee that has any relative, either blood or by marriage, within the second degree of affinity or consanguinity that is, or may become during the project, an Inmate at the facility where the work is to be performed shall notify the Program Specialist in writing prior to starting work, or immediately upon learning of the same.
- H. The Contractor shall train all employees involved in the Contract against becoming familiar with Inmates and/or the Inmates' families. Contractor employees shall not bring anything to any Inmate, nor shall they carry anything out for any Inmate.
- I. The OIG reserves the right to ban any Contractor employee from entering the property of the OIG who fails to comply with any regulations.
- J. The Contractor is responsible for the conduct and behavior of all persons working at an OIG facility, including consultants, independent subcontractors, and their employees and agents, and shall ensure the OIG's policies are followed. Should a violation occur, the Contractor shall take corrective action acceptable to the OIG.
- K. The Contractor's employees and subcontractors shall adhere to the following

Personnel Directives (PD) found on the TDCJ's website <https://www.tdcj.texas.gov/divisions/hr/hr-policy/index.html>, and any subsequent revisions thereafter:

1. PD-03, Employee ID Cards;
 2. PD-04, Data Use and Non-Disclosure Agreement;
 3. PD-17, Drug-Free Workplace;
 4. PD-21 Anti-Discrimination in the Workplace;
 5. PD-22, General Rules of Conduct and Disciplinary Action Guidelines for Employees;
 6. PD-27, Employment Status Pending Resolution of Criminal Charges or Protective Orders;
 7. PD-28, Dress and Grooming Standards;
 8. PD-29, Sexual Misconduct with Inmates; and
 9. PD-75, Applicants with Pending Criminal Charges or Prior Criminal Convictions.
- L. Breach of either physical security or information security by any employee or subcontractor shall require immediate removal of the employee or subcontractor from the Contract. Immediately upon discovery of the breach of security, the Contractor shall notify the OIG of the breach and provide a written report within 24 consecutive hours to include, at a minimum, the date and time of the breach, how the breach occurred, the names of offending parties, if known, the extent of damage or potential damage, the name of person conducting the investigation, and action(s) taken by Contractor for remedy.
- M. The Contractor shall notify OIG within 24 consecutive hours of an employee's arrest.
- N. The OIG shall provide the Contractor written notification, within 24 consecutive hours of a failure to adhere to Department Policy PD-22 (<https://www.tdcj.texas.gov/divisions/hr/hr-policy/pd-22.pdf>).
- O. In the case of violations of PD-22, the OIG may require the employee or subcontractor to cease all activity and remove self from the property of the OIG. The Contractor may be required to remove said employee or subcontractor from the project at the OIG's discretion.
- P. Upon request by the OIG, the Contractor shall provide the replacement of an employee or subcontractor found to be in violation of PD-22. The Contractor shall use all reasonable efforts to promptly replace such employee or subcontractor with a team member possessing skills and training that are equal to, or exceed those, of the individual being replaced.
- Q. The Contractor shall not employ any person working directly on the Contract with a misdemeanor or felony conviction without prior written approval of the OIG. This

- includes any employee with a criminal history who is employed by the Contractor at the time of award. The Contractor shall comply with PD-75 in determining eligibility for employment. The Contractor shall provide the OIG with a current list of all employees including position title and whether the employee has/had a felony conviction, at the beginning of the contract year, and upon each occurrence.
- R. The Contractor agrees to provide a completed TDCJ Non-Employee Background Questionnaire for each of its current and future employees and subcontractors who work under this Contract in locations where the OIG's data is stored and processed, in order that a TCIC/NCIC criminal history check can be performed by the OIG.
 - S. A background investigation, to include an NCIC and TCIC records check, shall be conducted by the OIG for each Contractor employee (including consultants, independent subcontractors and their employees, and agents who work on a routine basis on this Contract) prior to being assigned by the Contractor to perform work at a unit. Fingerprinting may be required as part of the investigation.
 - T. The Contractor shall receive a written notification from the OIG indicating pass status on the criminal history check prior to allowing the employee/subcontractor access to areas where the OIG's data is stored or processed. The Contractor shall ensure that no person working for the Contractor or subcontractors who have not received TCIC/NCIC criminal history clearance from the OIG shall be allowed in areas where the OIG's data is stored or processed without an authorized OIG escort.
 - U. The Contractor shall assign a full-time account manager exclusively to this Contract. An alternate representative shall be assigned in the absence of the assigned manager. The account manager shall have extensive management experience with emphasis on contract management of contracts of similar size and scope. The duties of the account manager shall include, at a minimum, account management and resolution of billing problems.
 - V. The Contractor will supply trainers dedicated to the training requirements of the OIG. Trainers will be made available to train staff at any OIG facility or administrative office at the discretion of the OIG. This position shall also ensure that OIG training material is updated and current.

C.8 COMMUNICATION

- A. The Contractor shall meet with the OIG on a regular basis. Meetings shall provide a management level review of the Contractor's operations, assessment of services, discussion, and resolution of problems, and coordination of the activities of all parties concerned.
- B. Meetings may be scheduled at a minimum of once every week until the RMS is fully deployed, or as needed to discuss Contract issues and concerns, review Quality control plans, discuss Compliance Standards, or exchange information between OIG staff and the Contractor. Communications between parties shall be achieved via:
 - 1. On-site meetings to be held at a mutually agreed-upon location;
 - 2. Conference and/or video calls;

3. Email; and
4. Written status reports provided to the OIG by the Contractor.

C.9 IMPLEMENTATION

- A. The Contractor shall provide to the OIG a detailed implementation plan, as described in Section C.9.1, Implementation Plan.
- B. The Contractor shall fully implement the RMS by August 31, 2027.
- C. The Contractor shall provide multiple environments for the RMS as required by the OIG including, but not limited to:
 1. Development;
 2. Staging;
 3. Testing;
 4. Training; and
 5. Production.
- D. The Contractor shall ensure the RMS and the data in the testing and training environments are kept synchronized with the production environment.
- E. The Contractor shall describe in detail any Disaster Recovery Plan in place that would provide for the recovery of data in the event of system failure, a catastrophic event, a natural disaster, or other event that causes loss of the system or data. In the event of a database or central processor failure, the system shall retain all capabilities, restrictions, validations, and system integrity. The plan shall provide reports illustrating that the RMS will be restored to the exact configuration and restrictions as prior to system failure, and that all records are restored, if applicable.
- F. The Contractor shall submit to the OIG a copy of the following documents pertaining to the products and Services provided pursuant to this Contract:
 1. Change Management Plan;
 2. Vulnerability Management Plan;
 3. Software Patching Plan;
 4. Data Security and Data Loss Prevention Plan;
 5. Database(s) Backup Plan; and
 6. Incident Management Process (for unplanned incidents causing disruptions).

C.9.1 Implementation Plan

- A. The Contractor must plan, manage, and coordinate the work required to efficiently implement the RMS. The Contractor must commit to meeting the requirements of this Contract regarding scheduling, reporting, and time limits for completion of the work.
- B. The implementation plan must provide a synopsis of each deliverable including staff requirements, length of time required per deliverable, and a timeline with dates. The OIG reserves the right to make timeline changes to the submitted implementation plan. The OIG shall provide written acceptance of a negotiated and approved implementation plan prior to commencement of any work.
- C. The Contractor shall use Days, with the Service Commencement Date of the Contract being Day one. The schedule shall include a timeline in which all RMS components will be fully functional.
- D. The implementation plan shall include, at a minimum, the following deliverables or sections:
 1. Introductory kick-off meeting;
 2. Planning, including a site plan by location, if applicable;
 3. System design, including equipment/infrastructure required, if applicable;
 4. Security plan documentation (access/data);
 5. Project schedule (timeline);
 6. Staffing Plan to include:
 - a. The number of staff dedicated to the project by job title and job description;
 - b. The Contractor's expectations of both Contractor and OIG staff; and
 - c. A dedicated Contractor Project Manager (the single point of contact) to be assigned through implementation and go-live;
 7. Infrastructure procurement and installation, if applicable;
 8. Equipment specifications, procurement, and installation, if applicable;
 9. Training;
 10. Testing;
 11. Delivery and acceptance;
 12. Database management;
 13. Enrollment;
 14. Go-live;

15. Updating;
16. Reporting;
17. System management;
18. Documentation (system design, training manual);
19. System maintenance and support; and
20. Transition plan on how data and information shall be returned to the OIG at Contract expiration or termination.

C.9.2 Testing and Acceptance

- A. Final RMS design and software database shall be approved by the OIG prior to system initiation.
 1. The Contractor shall test the software database and all hardware and software components to ensure each system feature and service is functioning and operational to the OIG specifications and requirements.
 2. The Contractor shall provide test results to the OIG prior to implementation as well as all system documentation and related manuals.
 3. The OIG shall provide final approval in writing prior to go-live operations.
- B. The purpose of the acceptance test is to determine if the RMS meets the technical and functional requirements outlined in this Contract. A system considered acceptance-test-ready is a system that has completed a full system test with no known defects.
- C. The Contractor shall conduct an operational system test of the RMS and certify, in writing, the RMS is ready for acceptance testing and shall perform in accordance with the requirements stated in this Contract. The Contractor shall ensure the RMS operates according to specifications before turning the RMS over to the OIG.
- D. OIG personnel shall not debug modifications for the Contractor.
- E. The OIG shall have 90 Working Days to test all aspects of the system to ensure it is functioning as specified. If any aspect of the RMS fails to function as specified, the Contractor shall have five Working Days to correct the malfunction. The OIG shall have another 10 Working Days to test and accept the system.
- F. If the Contractor fails to correct defects after a second five-Working-Day period, the OIG reserves the right to require replacement of the RMS.
- G. Acceptance testing shall not in any way relieve the Contractor of its responsibilities to correct any defect during the Contract Term.
- H. Prior to final acceptance by the OIG, the Contractor shall have satisfactorily completed the training program for system administrators and staff as specified in Section C.6, Training.

C.10 MAINTENANCE AND SUPPORT

- A. The Contractor shall be responsive to the OIG's customer support needs. The Contractor shall respond within two Working Days to all customer support requests.
- B. The Contractor shall acknowledge that the RMS is a public safety and security program, and the OIG requires that any system failure be restored to full capacity within the Resolution Time.
- C. Maintenance and support requirements apply to the entire RMS system to include, but not be limited to, all applicable equipment, component parts, software, and peripheral equipment such as the Uninterruptible Power Supply (UPS).
- D. The Contractor shall ensure the RMS retains all system configuration parameters selected by the OIG, unless modified by, or with prior approval from, the OIG.
- E. The Contractor shall offer remote diagnostic capabilities, to include software updates and any related patches.
- F. To ensure a satisfactory level of support, the Contractor shall supply a dispatch telephone number, web access, and/or email address for placement of support calls 24X7. Issues should be prioritized, with guaranteed response and Resolution Times, based on severity and identified priority, as described in Exhibit J.3, Compliance Standards.
- G. The Contractor's technical support representative, who has been assigned a trouble ticket, shall reply to non-emergency calls within 24 hours of placement of a technical support call by OIG personnel. This reply must be by telephone or email. Replies shall be made to the OIG staff who placed the technical support call.
- H. The RMS shall follow scheduled maintenance windows for system updates or patches.
- I. The Contractor shall ensure a Recovery Point Objective (RPO) of one hour and a Recovery Time Objective (RTO) of 15 minutes for every component of the RMS.
- J. The Contractor shall have the ability to back up and recover all system data and components within the Recovery Time Objective (RTO), Recovery Point Objective (RPO), and Recovery Service Level (RSL).
- K. In a catastrophic event, the RMS shall be recovered at a hot site that is not within the same geographical area as that which is impacted by the event.

C.11 ADDED VALUE

The Contractor may propose additional Services/incentives that are directly related to the RMS and may have added value to the Contract. An example of an added value item is body-worn camera footage transcription.

SECTION D - REQUIRED DOCUMENTS FROM CONTRACTOR

The Contractor shall submit the listed documents/reports during the Contract Term. These documents/reports may be revised, or additional documents/reports may be required, at the Department's discretion.

SEND TO	DUE DATE	DOCUMENT/REPORT	AUTHORITY
MONTHLY			
Contract Specialist	By the 5 th of the following month	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report	Contract Section H.2.2.C
QUARTERLY			
Contract Specialist	Each Quarter	Report listing litigation	Contract Section H.13
ANNUALLY			
Contract Specialist	Prior to Service Commencement Date and within 30 Days of effective date upon renewal or replacement	Insurance Certificates and Policies	Contract Section H.1.C
Contract Specialist	Each instance	Copy of each subcontract	Contract Section H.2.D
Contract Specialist	Within 120 Days after the end of the Contractor's fiscal year	Annual Financial Disclosure Report	Contract Section G.5

SECTION E - INSPECTION AND ACCEPTANCE**E.1 INSPECTION OF SERVICES**

- A. The Department and other government regulatory agencies have the right to inspect and test all Services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's performance of Services. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable assistance for the safe and convenient performance of these duties.
- B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the program, including financial records, employee records (including time and attendance records), and Client/Inmate records generated by the Contractor and its subcontractors in connection with the performance of this Contract.
- C. If subject to the outcome of an audit or inspection, it is determined that the Contractor is in non-compliance with any provisions of this Contract, and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.4.4 of this Contract.
 - 1. If any of the Services are non-compliant with the Contract requirements, as identified by the Department, the Contractor shall be notified with the notice describing the specific areas of non-compliance. The Contractor shall have a 20-Day period to file a written response detailing corrective action(s) taken to address all items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action.
 - 2. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken. Any areas of non-compliance shall be corrected within 20 Days or by the date of the Department approved extension.
 - 3. If any of the Services are non-compliant with the Contract requirements, as identified by a government regulatory agency, the Contractor must resolve all items identified as non-compliant by the deadline established by the agency.

E.2 INSPECTION BY STATE EMPLOYEES

- A. The Contractor shall provide and maintain an inspection system, acceptable to the Department, covering the SaaS and work called for by this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Department during Contract performance, and for as long afterwards as the Contract requires (Section H.8).
- B. The Contractor shall allow at all times employees/agents of the TBCJ, the Department, the Governor, members of the Legislature, and all other members of the Executive

and Judicial Departments of the State, as well as any other persons designated by the Department, to monitor the delivery of Services.

E.3 MONITORING CRITERIA

- A. The Department shall devise its own procedures for monitoring the Quality of the Contractor's performance under this Contract, all Court Orders, and Department Policies.
- B. The Contractor shall cooperate fully with the Department in obtaining the requisite information needed to complete such audits and to assess the Quality of the Contractor's performance.
- C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the Department. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.
- D. The Program Specialist and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures, operations, or observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

E.4 AUDITS BY OTHER AGENCIES

- A. Upon receipt of audits or monitoring reports pertaining to the provision of Services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within 30 Days.
- B. The Contractor shall provide to the Department or the designee copies of responses to audits and/or monitoring reports within seven Days of issuance. Audits or monitoring reports may include allegations or complaints involving Service operations, or the Contractor and its employees (including consultants, independent contractors and their employees, agents, interns, and volunteer workers).
- C. The Contractor is to retain all original audits and monitoring reports that are conducted by other agencies. These records shall be maintained in accordance with the Department's Records Retention Schedule. If those records are still in their retention period at the termination of this Contract all originals must be physically transferred to the Department.

E.5 FRAUD, WASTE, OR ABUSE

- A. In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance or nonfeasance, in the obligation, expenditure, receipt or use of State funds.
- B. If there is a reasonable cause to believe that fraud, waste, or abuse has occurred at the Department, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at <https://sao.texas.gov>. It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 936-437-7100, or Crime Stoppers at 1-800-832-8477.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TERM

The Contract Term will consist of a one-year Base Period. The Contract may be renewed per Section F.2, Option to Renew the Contract, for four one-year Option Periods:

Base Period	September 1, 2026, through August 31, 2027
Option Period 1	September 1, 2027, through August 31, 2028
Option Period 2	September 1, 2028, through August 31, 2029
Option Period 3	September 1, 2029, through August 31, 2030
Option Period 4	September 1, 2030, through August 31, 2031

F.2 OPTION TO RENEW THE CONTRACT

- A. The Department may, at its sole discretion, issue a unilateral modification to renew this Contract for the Option Period(s), provided the Department gives the Contractor a preliminary written notice of its intent to renew at least 60 Days before this Contract expires.
- B. If a preliminary written notice has not been provided to the Contractor at least 60 Days before this contract expires, a modification to renew this Contract for the Option Period(s) may be mutually agreed to by both parties and executed in writing with the authorized signatures.
- C. The preliminary notice does not commit the Department to the renewal period(s).
- D. If the Department exercises this option, the renewal shall include this option provision.
- E. The Department may exercise its option to renew Services for a potential Contract duration of five years.

F.3 OPTION TO EXTEND SERVICES

- A. The Department may require continued performance of any Services within the limits and at the rates specified in this Contract for the purpose of re-advertising the Services, awarding a new contract, or transitioning to a new contract.
- B. The Department may exercise this extension of Services for a maximum of six months.
- C. Any extension made pursuant to this Section shall comply with the General Appropriations Act applicable to the Base Period of this Contract.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Specialist will make their full text available.

G.2 AUTHORITY - AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, PROGRAM SPECIALIST, OIG PROJECT MANAGER, AND PROGRAM DIRECTOR**G.2.1 Authorized Representative**

- A. In the case of the Contractor, its President or any Vice President, or designated senior management personnel, shall designate the Authorized Representative. The Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract. Such designation must be in writing to the Department.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative and has authorized the Chief Financial Officer to act on his/her behalf on matters requiring signature approval, based on the Contract value, of the Authorized Representative. The Inspector General has been authorized to act on behalf of the Executive Director on all matters pertaining to the Services in compliance with this Contract. The Department's Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time, any party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor, by its President or any Vice President, or designated senior management personnel, or if on behalf of the Department, by the Executive Director. Such designations shall remain effective until new written instruments are filed with, or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director), or his/her designated representative, is the only Person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority, and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

G.2.2 Contract Specialist

- A. The Contract Specialist for administration of this Contract is Ellyse Collins.
- B. The telephone number for the Contract Specialist is (936) 437-3484.
- C. The email address for the Contract Specialist is ellyse.collins@tdcj.texas.gov.

- D. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes, and final issuance of written changes/modifications to this Contract. All requests by the Contractor to modify this Contract shall be made in writing to the Contract Specialist with a copy submitted to the Program Specialist.

G.2.3 Program Specialist

- A. The OIG's Program Specialist is not authorized to make any representations or commitments of any kind on behalf of the Department's Authorized Representative as described in Section G.2.1.
- B. The Program Specialist does not have the authority to alter the Contractor's obligations or to change specifications, cost(s), terms, or conditions.
- C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department.

G.2.4 OIG Project Manager

- A. The OIG Project Manager is not authorized to make any representations or commitments of any kind on behalf of the Department's Authorized Representative as described in Section G.2.1.
- B. The OIG Project Manager does not have the authority to alter the Contractor's obligations or to change specifications, cost(s), terms, or conditions.
- C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department.

G.2.5 Program Director

The Contractor shall provide a Program Director for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department. The Program Director shall have full authority to act for the Contractor in the performance of the required Services. The Program Director or a designated representative shall meet with the Program Specialist to discuss problems as they occur.

G.3 INVOICE REQUIREMENTS

- A. The Contractor shall invoice the Department for each calendar month, one calendar month in arrears for the amount due for Services, and the Department shall pay such invoice within 30 Days after receipt of an accurate Contractor's invoice and supporting documentation. The Contractor may offer a prompt payment discount, for example, of 1%-15 Days (refer to block 13 of the Response Cover Page) if the Contractor desires expedited Payments. Prompt payment discounts and payment terms must be stated on each invoice.
- B. Invoices will be processed in accordance with Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter F, Division I, Rule §20.487, Invoicing Standards.
 - 1. A state agency must notify a Contractor of an error or disputed amount in an invoice submitted for Payment no later than the 21st Day after the agency received the invoice

- and shall include in such notice a detailed statement of the amount of the invoice which is disputed.
2. A state agency may request payment for an invoice from the Comptroller only after the state agency has:
 - a. Received, inspected, and accepted delivery of goods or Services covered by the invoice; and
 - b. Received and accepted a complete and accurate invoice.
 - C. The Contractor's Invoice shall include the following information:
 1. Name of business, remittance address, Payee Identification Number, and invoice date.
 2. Contract number.
 3. Description, prices, and quantities of Services rendered.
 4. Prompt payment discount.
 - D. The Contractor's supporting documentation shall include:
 1. The OIG's written approval for the invoiced milestone/deliverable.
 - E. Services or expenditures submitted by the Contractor that cannot be verified will be disallowed for reimbursement. Illegible or incomplete documentation, which cannot be verified, will be disallowed for reimbursement.
 - F. Invoices shall be submitted to the office designated below or electronically no later than the fifth Working Day after the end of the preceding month:

Tracey Smith, Office of the Inspector General
Attention: Business Operations
1012 Veterans Memorial Parkway
Huntsville, Texas 77320
Email address: tracey.b.smith@tdcj.texas.gov

G.4 PAYMENTS

- A. It is recommended that the Contractor receive Payments via Electronic Funds Transfer (EFT), also known as Direct Deposit.
- B. Regardless as to whether Direct Deposit is chosen, upon Contract award the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:

Texas Department of Criminal Justice
Attention: Accounts Payable
P.O. Box 4018
Huntsville, Texas 77342-4018

- C. If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.

The form and instructions can be found at the following link on the TDCJ website: https://www.tdcj.texas.gov/divisions/bfd/acct_accts_pay.html.

- D. Payment is to be made by the Department to the Contractor after all Services are rendered and invoices with required reports have been submitted accurately and completely.
- E. Partial Payments may be made when the amount of the invoice is sufficient, in the opinion of the Department, to justify processing the Payment.

G.4.1 Payment Adjustment

- A. The Department may elect to deduct from its Contractor Payment as specified in Section G.4.3, any amount specified in Exhibit J.3 or any money determined to be due as specified under Section E.1.C.
- B. If it is determined the amount of Contractor Payment is not adequate to cover the money due to the Department, then all Contractor Payments shall be withheld, and an invoice issued to the Contractor for the amount due.
- C. The Contractor shall be responsible to pay the invoiced amount within 30 Days of receipt unless the Contractor and the Department mutually agree on an alternative Payment method.

G.4.2 Late Payment

Any amount owed to the Contractor more than one Day beyond the date such amount is due as described in Section G.3 hereof shall accrue interest each Day that such amount is not paid at the rate specified by Texas Government Code, Section 2251.025, provided, however, that this provision shall not excuse failure by the Department to make Payment in strict accordance with this Contract.

G.4.3 Deductions for Unacceptable Compliance Standards

- A. Compliance Standards and deductions are listed in Exhibit J.3 of this Contract.
- B. The Contractor's failure to meet the listed Compliance Standards shall result in a deduction to the Contractor Payment.

G.4.4 Withholding of Payment

- A. The Department shall have the right to withhold the Contractor Payment until the failures described below have been corrected:
 1. Failure to submit reports as required in Section D.
 2. Failure to respond to audit reports as required in Section E.I.C.
 3. Failure to correct identified areas of non-compliance to the satisfaction of the Department within 20 Days upon receipt of written notification.

- B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.
- C. The Contractor Payment withheld shall be released upon the Department's satisfaction that compliance has been achieved for 30 consecutive Days.
- D. Except for disputed issues, such withholding of final Payment by the Department shall not exceed 120 Days from the date of Contract termination.

G.4.5 Right to Offset

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

G.5 ANNUAL FINANCIAL DISCLOSURE REPORTS

- A. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) and submit to the Contract Specialist the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within 120 Days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor agrees to allow the Department or its representative(s) access to all its corporate books, to cooperate in any audits thereof, and to provide the Department's Contract Specialist with 1 and 2 below:
 - 1. Consolidated financial statements such as are required by GAAP and GAAS of the Contractor and its affiliates for such year, setting forth in each case in comparative form, the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent CPAs of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of an Event of Default or event which, with the time or the giving of notice or both, would constitute an Event of Default (as defined in Section I.3.1) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; and
 - 2. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 INSURANCE REQUIREMENTS**

- A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for, and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both, a Financial Strength Rating of "A" or better and Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall receive, without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations, and revisions shall be submitted to the Contract Specialist within 30 Days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
 - 1. **Workers' Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury:
 - a. By accident, \$1,000,000 per each accident; and
 - b. By disease, \$1,000,000 per employee with a per policy aggregate of \$1,000,000.
 - 2. **Commercial Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.
 - 3. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
 - 4. **Civil Rights Liability** must be provided with the same liability limits. It may be included with the General Liability policy or written on a separate policy.
 - a. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
 - 5. **Professional Liability** (including Errors and Omissions) including coverage for the rendering of, or failure to render, professional Services with minimum limits of \$1,000,000 per occurrence, \$3,000,000 annual aggregate.

6. **Commercial Crime Insurance** to cover losses from Employee Dishonesty with a minimum limit of \$1,000,000 each occurrence endorsed to cover third party property. The Department must be a joint loss payee.
7. **Cybersecurity Insurance** to cover liability incurred by data security breaches, theft, dissemination, and/or use of personal or confidential information, with a limit of \$2,000,000.00.

NOTE: If the insurance described above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than 60 months following completion of this Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

H.1.1 Required Provisions

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name the Department and its officers, employees, and elected representatives as additional insured to all applicable coverages, except Workers' Compensation and Professional Liability.
- B. Waive subrogation against the Department, its officers, employees, and elected representatives for bodily injury (including death), property damage or any other loss, to all applicable coverages.
- C. Provide that the Contractor's insurance is the primary insurance regarding the Department, its officers, employees, and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. Ensure that all certificates of insurance identify the Service or product being provided and the name of the responsible party.
- F. The Contractor, through an insurance agent licensed by the State of Texas, shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this State shall provide such coverage. No "self-insurance" coverage shall be acceptable.
- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.
- H. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed 5% of the required yearly aggregate limit of coverage.

- I. The Contractor is responsible for the first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- J. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective Contractor may wish to purchase for their own benefit.
- K. With respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

H.2 SUBCONTRACTING (IF APPLICABLE)

See page 2 of this Solicitation regarding subcontracting opportunities.

- A. The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract.
- B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld.
- C. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an Authorized Department Representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.
- D. The Contractor shall furnish to the Department copies of all subcontracts, without regard to the amount of annual payments.
- E. Any arrangement by the Contractor with an affiliate or member company to provide Services for this Contract shall be subject to the subcontractor provisions of this Section.
- F. No contractual relationship shall exist between the Department and any subcontractor, and the Department shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor.
- G. The Contractor shall be responsible for the management of the subcontractors in the performance of their work.
- H. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits, or any other discussions except at the request of the Department.
- I. Unless waived in writing by the Department, the subcontract shall contain the following:
 - 1. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract").
 - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and Services being provided under the

subcontract. It is the intention of the parties of the subcontract that the subcontractor shall “stand in the shoes” of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.

3. The Department’s approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
4. The Department shall be deemed a “third party beneficiary” to the subcontract.
5. The subcontract shall contain the required Authority to Audit Clause referenced in Exhibit J.1, Texas Department of Criminal Justice Required Contract Clauses, paragraph 40, and the required Non-Discrimination Clause referenced in Section I.9.

H.2.1 Insurance

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and this Contract during the time they are engaged hereunder.

H.2.2 Historically Underutilized Business

- A. The Contractor shall make a good-faith effort to award subcontracts to Historically Underutilized Businesses (HUB) in accordance with Texas Government Code, Sections 2161.181 and 2161.252(b), and Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285. Pursuant to these rules, the Contractor shall submit a HUB Subcontracting Plan (HSP) (Exhibit J.2) as part of the response. An HSP is required even if the Contractor will not subcontract any of the Services.
- B. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.
- C. The Prime Contractor Progress Assessment Report (PAR) (Exhibit J.2) shall be submitted to the Contract Specialist listed in Section G.2.2 by the fifth Day of the following month, regardless if subcontractors are not utilized or there is no subcontracting.
- D. If subcontractors are utilized, corresponding invoices must be attached to the PAR to validate the amount paid to the subcontractor(s) for that period.
- E. During the term of this Contract the Department shall monitor the Contractor’s subcontracting activity by reviewing the PAR to determine if it complies with the HSP.
- F. The PAR shall be a condition for payment of the prime Contractor’s invoice.

H.3 CRIMINAL HISTORY INFORMATION COMPLIANCE

The parties hereto acknowledge and agree that for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Defendants/Inmates and

former Defendants/Inmates known as “criminal history information.” Criminal history information means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of all applicable federal and state laws including Texas Government Code, Section 411.083; and the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

- A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.
- B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.
- C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules, and regulations, and return or destroy such information when it is no longer needed to perform the Services contemplated herein.
- D. If the Contractor’s employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department’s approval, the Contractor’s corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

H.4 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION

- A. The parties hereto acknowledge and agree that for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be “sensitive.” The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied, or transmitted for any purpose other than for the performance of Services contemplated herein.
- B. If the Contractor’s employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department’s approval, the Contractor’s corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any

vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

H.5 BOOKS AND RECORDS

The Contractor must retain all financial records, including supporting documents, statistical records, and any other records or books, relating to the Contractor's performance under this Contract. These records must be maintained in accordance with the TDCJ Records Retention Schedule. The Contractor will grant access to all books, records, and documents pertinent to this Contract to the Department, SAO, and any federal governmental entity that has authority to review records due to federal funds being spent under this Contract.

H.6 ORGANIZATIONAL AND NAME CHANGE

The Contractor shall submit written notification to the Department within 30 Days of any changes in the Contractor's name, address, telephone number, fax number and/or email address with an effective date of such change. For changes in the Contractor's name, a letter is required on original Contractor letterhead, explaining the circumstances of the name change and the new name. The letter should be signed by the Authorized Representative, its President or any Vice President, or designated senior management personnel, showing the change and the effective date of the change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

H.7 FREE EXERCISE OF RELIGION

The Contractor is prohibited from substantially burdening an employee's or Client's/ Inmate's free exercise of religion.

H.8 DELAY OF SERVICES

The Contractor shall meet its obligations to commence Services within the time frames defined by this Contract. In the event the Contractor fails to meet those time frames as defined by this Contract, absent extensions from the Department, the Department will have the right to obtain the Services from another source and charge the cost thereof to the Contractor for each Day that Services are not performed due to delays caused by the Contractor's nonperformance. The Department will provide written notification to the Contractor by certified mail, return receipt requested, of the charges which will include the date of imposition and the amount that has accrued daily as of the date of the notification.

H.9 SECURITY

The Contractor's employees and representatives, vehicles and equipment will always be under security surveillance and are subject to inspection at any time while on TDCJ property. The Contractor agrees to abide by all Department Policies and Unit rules and regulations while on TDCJ property. These rules prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers, and cellphones into TDCJ leased or owned property. Pagers or cell phones are allowed in personal or company vehicles or non-secured areas. The Contractor's employees may not carry more than \$35.00 in cash into any Department unit Tobacco products are allowed in personal or company vehicles

or in designated smoking areas. All vehicles must be kept locked when not in use and the Contractor's employees must stay with the vehicle when it is unlocked.

H.10 UTILIZATION OF SERVICES

The Department does not covenant or represent to the Contractor a minimum amount of Service that will be performed under this Contract. The Department will not be liable to the Contractor for loss of profits or damages incurred by the Contractor in the event that the Department does not utilize Services from the Contractor.

H.11 TRANSITION

- A. Upon termination of this Contract, the Contractor agrees to work with the Department under the Department's management supervision for a period of 60 Days to ensure the orderly transfer and efficient transition from current Contractor management to either Department or other party management.
- B. During this transition period, the Contractor shall transfer all records to the Department if requested to do so. In the event the Contractor requires copies of any records after Contract expiration and management transition, the Department will furnish copies to the Contractor at the Contractor's expense.

H.12 USE OF CONTRACT BY OTHER STATE AGENCIES

Pursuant to Texas Government Code section 2155.079 and 34 Texas Administrative Code (TAC) section 20.236, another state agency (other than the office of the Comptroller) may purchase goods or Services under this Contract by complying with TAC section 20.236.

H.13 NO LITIGATION

- A. The Contractor certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Contractor, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Contractor's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.
- B. The Contractor further certifies that no labor disturbance by the employees of the Contractor exists or is imminent which may be expected to materially and adversely affect the Contractor's ability to perform its obligations under this Contract.
- C. Prior to the Department making an award of this Contract, the Department may require the Contractors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Contractor that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Contractor's ability to perform its obligations if awarded a contract.
- D. During the Contract Term, to include extensions hereof, the Contractor shall notify the Department in writing within five Days of the Contractor having received knowledge of any actions, suits or proceedings filed against the Contractor, or any of its employees,

or to which the Contractor, or any of its employees, are a party, before or by any court or governmental agency or body, which:

1. May result in any material adverse change in the Contractor's ability to perform its obligations under this Contract.
 2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Contractor's ability to perform its obligations under this Contract; and
 3. Is brought by or on behalf of a State of Texas Inmate regardless as to any anticipated material adverse change in the Contractor's ability to perform its obligations under this Contract.
- E. The Contractor shall provide in writing, to the Contract Specialist, a Quarterly report listing litigation identified in the above requirements.

SECTION I - CONTRACT CLAUSES**I.1 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product(s) or service(s) provided are endorsed or preferred by the Department or is considered by the Department to be superior to other products or Services.

I.2 DEFAULT AND TERMINATION**I.2.1 Default by the Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A Material Failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of 20 Days after the Contractor's receipt of written notice thereof.
- B. A Material Failure to meet or comply with Department Policy, federal or state requirement or law, when such failure continues for a period of 20 Days after the Contractor's receipt of written notification thereof.
- C. A Material Failure to comply with any Department Policy for which the Contractor has been expressly required to comply with and for which the Contractor has not received a prior written waiver from the Department when such failure continues for a period of 20 Days after the Contractor's receipt of written notice thereof.
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
 - 1. Its inability to pay its debts.
 - 2. Any general assignment for the benefit of creditors.
 - 3. Any decree or order appointing a receiver or trustee for it or substantially all its property to be entered and, if entered without its consent, not to be stayed or discharged within 60 Days.
 - 4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within 60 Days.
 - 5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within 60 Days after issue or levy.
- E. The discovery by the Department that any statement, representation, or warranty in this Contract is false, misleading, or erroneous in any material respect.

- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

I.2.2 Further Opportunity to Cure

- A. If an Event of Default of the type specified in Section I.2.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the 20 Days allowed in Section I.2.1 but can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three months, unless extended by the Department, then the Contractor may, within the 20 Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The Department's decision will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the 20 Days shall be tolled during the period the request is pending before the Department.

I.2.3 Remedy of the Department

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify the Contractor, in writing, of such Event of Default, and subject to the provisions of Section I.2.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;
- B. Taking action to cure the Event of Default, in which case the Department may offset against any payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of Payment as authorized in Section G.4.4; or
- D. Exercising a Termination for Default.
 - 1. In the event of Termination for Default the Department shall offset against payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
 - 2. The Department will have no further obligations to the Contractor after such termination.

3. The Department may also acquire, in the manner the Department considers appropriate, Services like those terminated and the Contractor will be liable to the Department for any increase in costs for those Services.

I.2.4 Termination for Convenience

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with 60 Days prior written notice of such termination.

I.2.5 Termination by Mutual Agreement

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

I.2.6 Termination Procedures

A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Excess Obligations Prohibited in Exhibit J.1, Texas Department of Criminal Justice Required Contract Clauses, paragraph 25, the following procedures will be adhered to:

1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
 - a. Place no further subcontracts or orders in support of this Contract.
 - b. Terminate all subcontracts; and
 - c. Cancel all orders as applicable.

B. Upon termination, the Contractor shall be entitled to receive from the Department payment for all Services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after 180 Days from the date of termination will not be considered.

I.2.7 Default by the Department

Each of the following shall constitute an Event of Default on the part of the Department if not cured by the Department within 20 Days after receiving written notice thereof:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor.

I.2.8 Remedy of the Contractor

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Exhibit J.1, Texas Department of Criminal Justice Required Contract Clauses, paragraph 24.

I.3 NO WAIVER OF RIGHTS

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.
- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

I.4 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE - INCLUDING INDEMNITY

- A. **THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, THE CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF THE CONTRACTOR'S AND THE CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. THE CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE DEPARTMENT AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.**
- B. **THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DEPARTMENT, THE TBCJ, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE CONTRACTOR AND THE DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

I.5 NO WAIVER OF DEFENSES

- A. Neither the Department nor the Contractor shall waive, release, or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of the Services by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

I.6 INDEPENDENT CONTRACTOR

- A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.
- B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.
- C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

I.7 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

I.8 APPROVAL OF CONTRACT

- A. This Contract is subject to written approval of the Department's Authorized Representative and shall not be binding until so approved.

- B. For Contracts valued over \$1,000,000.00 in the initial Contract Term, the Executive Director's, or his/her designated representatives' approval shall be given only upon the approval of the TBCJ.

I.9 NON-DISCRIMINATION

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, Client/Inmate, or provider on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information, or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, participants, or providers who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees and/or the purchase of Services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

I.10 CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

I.11 CONTRACT CHANGES

- A. Changes/modifications to this Contract (except Contract renewals in accordance with Section F.2; administrative changes, such as changing the Contract Specialist designation or correcting typographical errors; or other unilateral changes discussed elsewhere in this Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.
- B. The Department, at its sole discretion, may revise funding during this Contract by issuing a unilateral modification.

I.12 SEVERABILITY

If any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

I.13 IMMIGRATION

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and all subsequent immigration laws and amendments.

I.14 NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Exhibit J.1, Texas Department of Criminal Justice Required Contract Clauses, paragraph 24.

I.15 LIMITATION ON AUTHORITY

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

I.16 INTELLECTUAL PROPERTY INDEMNIFICATION

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DEPARTMENT AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF THE CONTRACTOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE DEPARTMENT'S AND/OR THE CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE DEPARTMENT BY THE CONTRACTOR OR OTHERWISE TO WHICH THE DEPARTMENT HAS ACCESS AS A RESULT OF THE CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR AND THE DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE DEPARTMENT'S ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. IN ADDITION, THE CONTRACTOR WILL REIMBURSE THE DEPARTMENT AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE DEPARTMENT DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF THE CONTRACTOR OR IF THE DEPARTMENT IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE DEPARTMENT WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND THE

CONTRACTOR WILL PAY ALL REASONABLE COSTS OF THE DEPARTMENT'S COUNSEL.

I.17 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213

- A. Effective September 1, 2006, State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC, Part 10, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- B. The Contractor shall provide the Department with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under the Rehabilitation Act, Section 508) or indicate that the product/Services accessibility information is available from the General Services Administration Accessibility Requirements Tool (ART) (<https://section508.gov/art/home>). Contractors not listed with the ART or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the ART or obtaining a copy of the VPAT is located at <https://www.section508.gov/>.

I.18 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)

- A. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
- B. In accordance with the Texas Government Code, Section 2054.138, the Contractor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the Department as evidence of the Contractor's compliance with the required controls.

I.19 FORCE MAJEURE

- A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.

- B. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- C. Each party must inform the other in writing, with proof of receipt, within three business days of the existence of such force majeure, or otherwise waive this right as a defense.

I.20 NOTICES

- A. Written notices to the Contractor shall be sent to the Contractor's mailing or email address specified on the Contract Award Page.
- B. Written notices to the Department shall be sent to the Department's Contract Specialist as listed in Section G.2.2.
- C. Written notices will be effective upon receipt by the other party.
- D. Either party may change the designated notice address by written notice, which shall be incorporated via a modification.

I.21 SUBSTITUTIONS

Substitutions are not permitted without written approval of the Department.

I.22 REQUIRED COOPERATION IN LEGAL MATTERS

The Contractor expressly acknowledges and agrees that the Services provided under this Contract may become relevant to litigation involving the Department, subpoenas directed to the Department, and requests submitted to the Department under the Texas Public Information Act. The Contractor agrees to cooperate with the Department's request for records or information in connection with any ongoing litigation, court order, subpoena, or Public Information Act request.

SECTION J - LIST OF EXHIBITS

EXHIBIT NO.	TITLE	NUMBER OF PAGES
J.1	Texas Department of Criminal Justice Required Contract Clauses	7
J.2	HUB Subcontracting Plan (HSP)	11
J.3	Compliance Standards	2
J.4	Built-In Reports	1
J.5	Response Introduction	1

NOTE: Exhibits to be used during the Contract Term are generally not required to be completed or submitted with the Respondent's Response. However, any exhibits explicitly listed in Section L.8, Response Submission Files and Content, must be included to be considered responsive.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF RESPONDENTS**K.1 RESERVED FOR FUTURE USE****K.2 FRANCHISE TAX REPRESENTATION**

The Respondent represents and certifies, as part of its response that it is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

K.3 REPRESENTATIONS OF THE RESPONDENT

The Respondent represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering this Contract, as follows:

K.3.1 Organization and Qualification

If the Respondent operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

K.3.2 Authorization

This Contract has been duly authorized, executed and delivered by the Respondent and, assuming due execution and delivery by the Department, constitutes a legal, valid, and binding agreement enforceable against the Respondent in accordance with its terms.

K.3.3 No Violation of Agreements, Articles of Incorporation or Bylaws

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Respondent is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Respondent or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Respondent's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Respondent.

K.3.4 No Defaults Under Agreements

The Respondent is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Respondent under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Respondent's ability to perform its obligations under this Contract.

K.3.5 Compliance with Laws

Neither the Respondent nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Respondent or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Respondent is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Respondent's ability to perform its obligations under this Contract.

K.3.6 Taxes

- A. The Respondent has filed all necessary federal, State, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.
- B. The Respondent has no knowledge of any tax deficiency which has been or might be asserted against it, and which would materially and adversely affect the Respondent's ability to fulfill its obligations under this Contract.
- C. The Respondent represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales, or excise taxes of the Respondent or its employees.

K.3.7 Financial Statements

- A. The Respondent shall deliver:
 - 1. a copy of its last two audited financial reports to the Department, to include the following financial information:
 - a. Balance sheet;
 - b. Statement of income; and
 - c. Any changes in the financial position of the company; or
 - 2. a copy of the Respondent's previous year and most current balance sheet; or
 - 3. a list of the previous year and most current assets and liabilities.
- B. This statement fairly presents the financial position of the company on the date shown and the results of its operations for the period covered and has been prepared in conformity with GAAP applied on a consistent basis, except as discussed in the notes to the financial statement.

K.3.8 No Adverse Change

Since the date of the Respondent's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition, nor has there been any change in the assets or liabilities or financial condition of the

Respondent from that reflected in such balance sheet which is material to the Respondent's ability to perform its obligations under this Contract.

K.3.9 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as the Respondent can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Respondent prior to the date hereof.

K.3.10 No Collusion

- A. The Respondent represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their response and its submission or response thereto with any third party other than persons or entities, which the Respondent engaged to assist it with respect to such response or submission.
- B. Neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, federal antitrust laws, nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

K.3.11 Disclosure of Interested Parties

In accordance with Texas Government Code, Section 2252.908, a governmental entity or State Agency may not enter into a contract valued at \$1,000,000.00 or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested parties to the governmental entity or State Agency at the time the business entity submits the signed Contract to the governmental entity or State Agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

K.3.12 Felony Conviction

The Respondent represents and warrants that the Respondent has not, and the Respondent's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the Department as to the facts and circumstances surrounding the conviction.

K.3.13 Deceptive Trade Practices; Unfair Business Practices

The Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Respondent has not been found to be liable for such practices in

such proceedings. The Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

K.3.14 Notification

If any of the information provided in the above representations changes during the term of this Contract, the Respondent shall submit an updated representation as soon as is reasonably possible.

K.4 REPRESENTATIONS OF THE DEPARTMENT

The Department represents and warrants to and for the benefit of the Respondent with the intent that the Respondent will rely thereon for the purposes of entering this Contract as follows:

K.4.1 Authorization

The Department has the requisite power to enter this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery, and performance hereof.

K.4.2 No Violation of Agreements

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

K.4.3 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the Services required under this Contract that would increase the cost to the Respondent of providing such Services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Respondent by the Department prior to the date hereof.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO RESPONDENTS**L.1 DISCUSSIONS, CORRESPONDENCE, AND AMENDMENTS TO THE SOLICITATION**

- A. If this RFO is amended, all terms and conditions which are not modified remain unchanged.
- B. All communications concerning this RFO, including any of a technical nature, shall be made in writing to the Contract Specialists listed on the cover page of this RFO.
- C. Any requests or questions for additional information pertaining to the solicitation specifications shall be submitted through the Bonfire Submission Portal. Requests or questions must be submitted by the dates indicated on this RFO.
- D. Respondents are reminded that the deadline for submission of written questions for clarification by the Department is on the Summary of Key Dates. The Respondent is specifically cautioned against relying on any oral information.
- E. All amendments will be issued via Public Notice on the Bonfire Submission Portal. It is the Respondent's responsibility to obtain any amendment that pertains to this RFO. Please check regularly for any posted amendments. Respondents should only rely on the written information provided in this manner. Respondents are specifically barred from contacting any Department personnel involved in this RFO for the purpose of discussing their Response.
- F. Respondents shall acknowledge receipt of all amendments to this Solicitation by signing the Response Cover Page.

L.2 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES

- A. The Department must receive the Response by the deadline in the Bonfire Submission Portal.
- B. Responses received after the deadline will not be considered.
- C. Responses cannot be modified after the deadline.
- D. Alterations may be made to Responses before the deadline through the Bonfire Submission Portal.
- E. If a Respondent requests to withdraw a Response, the Respondent may resubmit, or submit a new Response, up until the advertised due date and time. All Responses in the possession of the Department at the due date and time shall be deemed final, conclusive, and irrevocable, and no Response shall be subject to amendment or correction after the due date and time for submission.

- F. Responses cannot be withdrawn after the deadline without approval by the Department based on an acceptable written reason.

L.3 SIGNATURES ON RESPONSES SUBMITTED

- A. Responses from a partnership shall be signed in the firm name by at least one general partner or in the firm name by an Attorney-in-fact.
- B. If signed by an Attorney-in-fact, there shall be attached to the Response a Power of Attorney evidencing the authority to sign the Response, dated, and executed by all partners in the firm.
- C. Responses from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation. The title of office held by the person signing for the corporation shall appear below the signature of the officer.
- D. Responses from an individual doing business under a firm or fictitious name shall be signed in the name of the individual doing business under the proper firm name.
- E. Responses from a joint venture shall be signed by all members or by a member of the joint venture, if there is attached to the Response a copy of the Joint Venture Agreement evidencing that the Response is signed by the member who has authority to bind the joint venture.
- F. Unsigned Responses will not be considered under any circumstances.

L.4 RESPONSE ACCEPTANCE

- A. All Responses will be valid for 240 Days after the submission date and will constitute an irrevocable proposal to the Department.
- B. Such period may be extended beyond the 240 Day period upon mutual agreement of both parties.

L.5 CONTRACT AWARD

The Department anticipates award of one firm, fixed-price Contract to the Respondent whose Response will be most advantageous to the Department. Cost or price, technical, and other factors specified elsewhere in this RFO, may be considered.

L.6 RIGHTS OF THE DEPARTMENT

- A. The Department reserves the right to waive, change, add or delete any terms or conditions of this RFO.
- B. The Department reserves the right to reject any or all Responses, or portions of Responses, submitted in response to this RFO.

- C. Upon review of Responses, the Department may select those that are most advantageous to the Department and conduct negotiations to solicit a Best and Final Offer (BAFO).
- D. All Responses become the property of the Department.
- E. The Department reserves the right to use for its benefit ideas contained in the Responses submitted.
- F. The Department is not liable for any costs or damages that may be incurred by a Respondent, in the preparation, formulation, or presentation of Responses.
- G. In cases of ambiguity, the Department may adopt such interpretations as may be advantageous to the Department.
- H. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Department, or the TBCJ.
- I. The Department reserves the right to withdraw this RFO at any time for any reason.
- J. The Department reserves the right to not award any contracts and to solicit additional Responses later in the event of inconsistent rates and/or the absence of available competition.
- K. The Department incurs no obligation regarding this RFO unless and until a Contract is fully executed by the parties. However, all Responses received by the Department will remain confidential until the evaluation process is complete.

L.7 RESPONSE PREPARATION INSTRUCTIONS

A. Purpose of Instructions

1. These instructions are designed to ensure the submission of information essential to the understanding and the comprehensive evaluation of the Respondent's Response.
2. Responses shall be prepared in accordance with these instructions providing all required information in the format specified.
3. Failure of a Respondent to show compliance with these instructions may be grounds for exclusion of the Response from further consideration.

B. Submission of Responses

1. The Respondent must complete and sign all required forms. Electronically signed forms are acceptable.

2. Respondents are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFO. Extraneous narrative, elaborate brochures, uninformative public relations material, and other similar documents shall not be submitted.
 3. Respondents must clearly indicate if any of the information contained in the Response is confidential or proprietary in nature, by applying a legend to the page that indicates confidential or proprietary information is contained on said page. The Respondent must indicate which paragraph contains confidential or proprietary information by inserting the words "confidential/proprietary information" in bold type, enclosed by parentheses, at the beginning of the paragraph containing such information.
 4. Each page of the Response must include the Respondent's name.
 5. Submissions must be submitted electronically via the Euna Procurement (Bonfire) portal. Respondents must register at <https://tdcj.bonfirehub.com> to access the portal, which supports Microsoft Edge, Google Chrome, and Mozilla Firefox with JavaScript and cookies enabled. Submissions must be uploaded, submitted, and finalized before the posted due date and time. Uploading large files may take time, depending on the size and internet speed, so it is strongly recommended that Respondents allow at least one Working Day to complete the process.
 6. It is recommended that, once you have completed your final submission and received a notice status of "Submission Complete" from Euna Procurement, you access your account again and review the documents to verify that the correct content has been provided. Once the close date has passed, you will not have an opportunity to change any of the submitted documents.
 7. All Responses must be SUCCESSFULLY submitted before the due date and time regardless of your organization's ability to submit responses online. It is the Respondent's sole responsibility to ensure that Response documents successfully arrive before the due date and time.
 8. For technical assistance, email support.bonfire@eunasolutions.com or visit Euna Procurement's Vendor Knowledgebase at:

<https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>.
- C. Failure to submit all required documentation by the Response due date and time may result in disqualification.**

L.8 RESPONSE SUBMISSION FILES AND CONTENT

The Respondent must submit the following files to the Bonfire Submission Portal. The Respondent may only include pricing in the document submitted for Section L.8.3, Pricing Schedule and Budget Narrative.

L.8.1 Response Cover Page

The Respondent must complete the first page of this solicitation.

L.8.2 Response Introduction

The Respondent must answer all questions in Exhibit J.5, Response Introduction.

L.8.3 Pricing Schedule and Budget Narrative

The Respondent must complete Section B.2, Pricing Schedule, and provide a budget narrative. The Respondent must include pricing on this document only. Refer to Section B.1.2, Pricing Instructions.

L.8.4 Response to Each Requirement in Section C

The Respondent must respond to each requirement in Section C, Description/Specifications/Work Statement. All content submitted should be pertinent and formatted according to Section C. The Respondent must identify all exceptions taken to the requirements in Section C.

L.8.5 TDCJ Required Contract Clauses

The Respondent must review and submit a copy of Exhibit J.1, Texas Department of Criminal Justice Required Contract Clauses, with any applicable sections completed.

L.8.6 HUB Subcontracting Plan

The Respondent must complete Exhibit J.2, HUB Subcontracting Plan.

L.8.7 Service Agreement for Respondent's RMS, if applicable

If the Respondent's RMS requires a service agreement, the Respondent must include a copy of their service agreement.

L.8.8 Respondent's Financial Statements

The Respondent must provide two years of their financial statements as described in Section K.3.7, Financial Statements.

L.8.9 Statement of Compliance with Sections E through K

The Respondent must provide a statement of compliance with Sections E through K of this solicitation. For any instance of non-compliance, the Respondent must propose an alternative and the reasons for such.

L.9 PRE-PROPOSAL CONFERENCE

- A. The pre-proposal conference will be held via Microsoft Teams. If you are interested in attending the pre-proposal conference, contact the Contract Specialist via email no later than two Working Days prior to the scheduled event date. The meeting ID and passcode will be provided to requesting attendees at least one Working Day prior to the pre-proposal conference.
- B. Attendance is not mandatory. The Department, however, will not be held responsible for any information discussed. Unauthorized contact with Department personnel could result in the Response being rejected in its entirety.

L.10 LEGISLATIVE BUDGET BOARD (LBB) POSTING

After award of a Contract, information, documentation, and other material in connection with this Solicitation or the resulting Contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 (“the Texas Public Information Act”). Any part of the Solicitation Response that is of a proprietary nature must be clearly and prominently marked as such by the Respondent. **For major contracts, the proposal submitted by the awarded Contractor is subject to public access on the Legislative Budget Board’s website in accordance with Texas Government Code, Section 322.020.**

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 SELECTION PROCESS**

- A. The OIG will assemble an Evaluation Committee to review, evaluate and rank Responses. The Evaluation Committee, at its sole option, may choose to validate any aspect of the written Response. No information will be provided about the status of the Responses while they are under evaluation.
- B. Selection of a Response for award will be based on the "Best Value" to the OIG. The OIG will solely determine the "Best Value" through evaluation of each Response in accordance with Texas Government Code, Title 10, Subchapter B, Section 2155.074(b).
- C. At any stage in the process, the OIG may request clarification or additional information to assist in determining the qualifications, competence, and ability of the Respondent to provide the required Services. The OIG reserves the right to accept or reject all or part of any Response, waive minor technicalities and award a Contract to best serve the interest of the State.
- D. The OIG may select Responses within a competitive range with whom to negotiate. The OIG may notify in writing any or all Respondents whose Responses have been found to be responsive in the detailed evaluation phase.
- E. Vendor performance may be used as a factor in the award. A Respondent's past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of Texas Government Code, Sections 2155.074, 2155.075, and 2156.007. Respondents may fail this selection criterion for any of the following conditions:
 - 1. A score of less than "C" or Legacy Unsatisfactory in the Vendor Performance System.
 - 2. Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts.
 - 3. Having repeated negative Vendor Performance Reports for the same reason; or
 - 4. Having purchase orders or contracts that have been cancelled in the previous 12 months for non-performance (i.e., late delivery.).
 - 5. Contractor performance information is located on the Texas Comptroller of Public Accounts website at: <http://www.txsmartbuy.gov/vpts>.
- F. The OIG may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Division 2, Rule 20.217), the OIG may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the OIG, and any negative findings, as determined by the OIG, may result in not awarding a contract to the Respondent.

M.2 MINIMUM QUALIFICATIONS

The OIG has established the following criteria as minimum Respondent (business entity) qualifications to be eligible to submit a Response to this Solicitation. Responses from business entities not meeting these qualifications shall be disqualified from further consideration:

- A. The Respondent must have a minimum of five years of experience in the requested project work.
- B. The Respondent must possess the ability to obtain the minimum insurance required by this Solicitation.
- C. The Respondent must possess the ability to commence operations (start-up) without financial assistance from the OIG.

M.3 EVALUATION CRITERIA

The following are evaluation criteria. While negotiation of Responses may be held, Respondents are advised to submit their most competitive cost and technical offers.

Criteria	Weight
Cost	40%
Pricing (35%)	
Financial Strength (5%)	
Technical	60%
Capability and Approach (50%) <ul style="list-style-type: none"> • System Functionality and Features <ul style="list-style-type: none"> ○ Case Tracking, Evidence Management, Reporting, and Analytics • Integration with Existing Systems/Platforms. • Security and Compliance with Mandatory Applicable Standards <ul style="list-style-type: none"> ○ Data Protection and Encryption, Compliant with CJIS and NIBRS. • Implementation Plan and Timeline¹ 	
Experience (10%)	

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