

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

CONTRACT NO.	SOLICITATION NO.	TYPE OF SOLICITATION	DATE ISSUED
	405-18-R129702A	<input type="checkbox"/> X NEGOTIATED (RFO)	06/27/2018

REQUEST FOR OFFERS (RFO) – DRIVER RESPONSIBILITY PROGRAM

<p>Respondent must submit sealed responses no later than 3:00 P.M. local time on 07/30/2018 to the following address.</p> <p>Department of Public Safety (DPS) Procurement and Contract Services Bureau 5805 North Lamar, Bldg. A, MC-0266 Austin, Texas 78752 Attention: 405-18-R129702</p>	<p>FOR INFORMATION CONTACT:</p> <p>Robin Thompson-Monroe, CTPM Contract Administrator PHONE: (512) 424-5145 EMAIL: robin.thompson-monroe@dps.texas.gov</p>
--	--

RESPONSE (Respondent must fully complete)

DISCOUNT FOR PROMPT PAYMENT:➔	10 DAYS %	20 DAYS %	30 DAYS %	___ DAYS %	
ACKNOWLEDGMENT OF ADDENDA: (The Respondent acknowledges receipt Solicitation addenda and related documents numbered and dated:	ADDENDUM NO.	DATE	ADDENDUM NO.	DATE	
NAME AND ADDRESS OF RESPONDENT:➔					
RESPONSE DATE			TELEPHONE NO. (Include area code)		
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE OF AUTHORIZED REPRESENTATIVE				

DPS reserves the right, in its sole discretion, to modify this language prior to award.

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

Failure to sign this solicitation will disqualify Respondent's response. DPS may pursue and enforce any available remedies against the Vendor for making false statements, including disqualifying the Respondent's response, immediately cancelling any Contract awarded to Respondent, or recommending State of Texas debarment.

INITIAL CONTRACT TERM: From 08/31/2018 through 08/31/2019

OPTIONAL RENEWAL PERIODS

Optional Renewal Period One **09/01/2019– 08/31/2020**
Optional Renewal Period Two **09/01/2020– 08/31/2021**
Optional Renewal Period Three **09/01/2021– 08/31/2022**

DPS reserves the right, in its sole discretion, to exercise its option to renew this Contract for one or more of the above optional renewal periods, one optional renewal period at a time.

DPS may also extend this Contract as described in the terms and conditions section entitled "Option to Extend Service." All Contract terms and pricing remain unchanged for all extensions. The continuation of this Contract for any period of time is subject to the availability of federal, state, and any other applicable funding.

SECTION A—DEFINITIONS.....	5
SECTION B—SERVICES AND PRICES	6
B.1 PRICING REQUIREMENTS	6
B.1.1 Pricing Instructions	6
B.1.2 Financial Rating Report, Financial Resources, and Ability to Perform.....	6
B.2 INVOICE REQUIREMENTS.....	7
B.3 DEDUCTIONS FOR UNACCEPTABLE COMPLIANCE.....	7
B.4 MANDATORY PRICING SCHEDULE	7
B.4.1 Initial Contract Term Pricing.....	7
B.4.2 Optional Renewal Period Pricing.....	7
B.5 DEBT AND DELINQUENCIES	8
SECTION C - STATEMENT OF WORK.....	9
C.1 INTRODUCTION	9
C.2 SCOPE	9
C.3 PROJECT SCHEDULE AND PLAN	11
C.4 COMMUNICATIONS PLAN.....	12
C.5 IMPLEMENTATION PLAN	14
C.6 DELIVERABLES	14
C.7 ACCEPTANCE CRITERIA	15
C.8 MINIMUM REQUIREMENTS	16
C.10 TRAINING PLAN.....	36
C.11 TRANSITION	36
C.12 DPS PERSONNEL	39
C.12.1. DPS’s Contract Administrator	39
C.12.2 DPS’s Contract Monitor.....	39
C.12.3 DPS’s Project Manager.....	39
C.12.4 DPS’s EPMO Project Manager	40

C.13	SERVICE LEVEL STANDARDS & LIQUIDATED DAMAGES	40
C.14	HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PARTICIPATION	43
C.15	INSURANCE REQUIRED UNDER THIS CONTRACT	43
C.16	BONDING REQUIRED UNDER THIS CONTRACT	45
C.17	CRIMINAL HISTORY BACKGROUND CHECK	45
C.18	EPMO STANDARDS AND REQUIREMENTS FOR DELIVERABLES	46
C.18.1	EPMO Standards.....	46
C.18.2	EPMO DELIVERABLES DURING THE PLANNING PHASE	47
C.18.3	EPMO DELIVERABLES DURING THE EXECUTION PHASE	49
C.19	CYBER SECURITY CONTRACT REQUIREMENTS	50
C.20	INFORMATION TECHNOLOGY STANDARDS AND REQUIREMENTS	50
	SECTION D—CONTRACT COMPLIANCE REPORTS AND DATA	51
	SECTION E—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS.....	54
E.1	RESPONSE PREPARATION INSTRUCTIONS.....	54
E.2	AMENDMENTS TO THE SOLICITATION	55
E.3	LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES..	55
E.4	SIGNATURES ON RESPONSE SUBMITTED	55
E.5	RESPONSE ACCEPTANCE PERIOD.....	56
E.6	CONTRACT AWARD	56
E.7	DPS's RIGHTS	56
E.8	RESPONSE SUBMISSION INSTRUCTIONS	57
E.8.1	Volume One – Contract Forms and Required Response Information.....	57
E.8.2	Volume Two – Information Section	58
E.8.3	Volume Three – HUB Subcontracting Plan	61
E.8.4	Volume Four – Cost and Pricing Response.....	61
E.9	DEMONSTRATIONS	61
E.10	DISCUSSION AND CORRESPONDENCE.....	61

E.11	SUBMISSIONS SUBJECT TO THE Texas public information act.....	62
E.13	ANTICIPATED SCHEDULE OF EVENTS	63
	SECTION F—EVALUATION CRITERIA.....	64
	SECTION G—LIST OF EXHIBITS	65

SECTION A—DEFINITIONS

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

“BAFO” means best and final offer.

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

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

“Cloud-Based” means a term that refers to applications, services or resources made available to users on demand via the Internet from a cloud computing provider’s servers.

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

“Contractor” means the individual, partnership, corporation, business association, trust, joint-stock company, education institution, or other entity awarded this Contract. In the context of submitting a response, “Contractor” also means “Respondent” and “Vendor.”

“Contractor-Hosted” means a combination of traditional IT functions to be provided by Contractor such as infrastructure, applications Software (including COTS Software Solution), security, monitoring, storage, and provider of Hardware and Hardware Maintenance.

“Individual” means Texas drivers who owe surcharges for certain traffic offenses to the State of Texas.

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

“Data Dictionary” means a set of information describing the contents, format, and structure of a database and the relationship between its elements, used to control access to and manipulation of a database.

“Days” means calendar days unless otherwise specified.

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

“DPS Policies” means all written policies, procedures, standards, guidelines, directives, and manuals of the Public Safety Commission and DPS, applicable to providing the deliverables, commodities, or services specified under this Contract.

“Driver Responsibility Program (DRP)” means the program established by DPS under Tex. Transp. Code Chapter 708.

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

“Parties” means Contractor and DPS.

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

SECTION B—SERVICES AND PRICES

B.1 PRICING REQUIREMENTS

B.1.1 Pricing Instructions

DPS seeks and Contractor must provide a Cloud-Based Solution (Solution) as described in Section C, the Statement of Work on a no minimum, as needed, as requested basis.

Respondents must offer pricing on this basis. DPS will negotiate pricing prior to award of this Contract if the pricing offered appears that it may not be best value to DPS.

- A. Payments made to Contractor under this Contract will be based on the recovery of surcharges owed under DRP. The Respondent's total amount of compensation will be based on an overall fixed percentage rate for providing the services. DPS reserves the right to negotiate the actual percentage amount according to needs.
- B. Respondents must submit proposed pricing that includes all costs, fees, licenses and expenses for Contractor's delivery of the Solution and performance under this Contract and the final negotiated, contracted pricing for the Solution will represent Contractor's sole compensation under this Contract. No minimum compensation is guaranteed under this Contract. No payments may be approved or made prior to DPS's written acceptance as provided in this Contract.

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

- A. Respondent must provide evidence of its financial resources and its ability to provide the commodities or perform the services for which Respondent is submitting a response. This includes information Respondent believes is pertinent to demonstrate its financial capability, financial solvency, and capacity to fulfill the requirements of this solicitation.
- B. At a minimum, Respondent must submit a copy of at least one rating from organizations such as Dun & Bradstreet (D&B) Business Information Report or Fitch Ratings. The report must include the Respondent's Viability Score and the Portfolio Comparison Score or similar ratings. Failure to submit copies of the required financial ratings will result in disqualification.
- C. Respondent must provide information and any other financial information reasonably requested by DPS consistent with the services provided by Respondent or otherwise required by the then applicable DPS policies for similar contracts.
- D. If the contract is awarded to Respondent, Contractor must also submit to the Contract Administrator its financial rating information within 120 days after the end of Contractor's fiscal year.
- E. DPS reserves the right to investigate and determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of Respondent's lack of financial soundness, or if DPS reasonably concludes, after reviewing the information submitted by Respondent as well as all other relevant information obtained by DPS, that significant issues

exist that could jeopardize Respondent's full and timely performance. DPS also reserves this same right throughout the life of the Contract, including before executing any optional renewal amendment with Contractor.

B.2 INVOICE REQUIREMENTS

DPS will receive notice from Contractor that invoice, cash journals, HUB report, and overpayment report are available by secure FTP server. Additionally, Contractor will provide a transaction notice, which will confirm the deposit of revenue into the State of Texas Comptroller's account, indicating: a grand total; a total for Driver Responsibility fees; and a total amount for Contractor fees.

Contractor's invoice must include a main summary and an invoice statement. DPS will authorize the Contractor's payment only after DPS verifies the invoice.

B.3 DEDUCTIONS FOR UNACCEPTABLE COMPLIANCE

If Contractor fails to comply with the terms of the Contract, DPS may withhold Contractor's payment. If non-compliance results in DPS purchasing goods or services from another entity to remedy the non-compliance, DPS will deduct those costs from Contractor's payment.

B.4 MANDATORY PRICING SCHEDULE

Respondent must provide a Contractor-Hosted Solution to perform collection services for surcharge fees owed to the State of Texas as described in Section C, Statement of Work.

The amount collected in the percentage category will be the compensation for all operational and all administrative functions outlined in this Contract, which include:

- Per Check Transaction
- Per Credit Card Transaction
- Percentage of Surcharge Collected
- Per Installment Transaction

B.4.1 Initial Contract Term Pricing

Respondent must submit initial contract term pricing within the table below replicating, as necessary, in this exact format.

Description	Percentage Collected	Period of Performance
Contractor-Hosted DRP solution to perform collection services for surcharge fees owed to the State	_____ %	Initial Contract Period: Date of award through 8/31/2019

B.4.2 Optional Renewal Period Pricing

Respondent must submit optional renewal period pricing within the table below, replicating, as necessary, in this exact format.

Optional Renewal	Percentage Collected	Period of Performance
Optional Renewal Period One	_____ %	09/01/2019– 08/31/2020
Optional Renewal Period Two	_____ %	09/01/2020– 08/31/2021
Optional Renewal Period Three	_____ %	09/01/2021– 08/31/2022

B.5 DEBT AND DELINQUENCIES

DPS is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the State of Texas. Contractor agrees and understands that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, DPS will apply any payments or other amounts Contractor is otherwise owed under this Contract toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor must comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

SECTION C - STATEMENT OF WORK

C.1 INTRODUCTION

DPS is seeking a Contractor to provide a Solution to perform collection services for surcharge fees owed to the State of Texas under DRP and to provide a customer service call center, in accordance with this Statement of Work (SOW).

C.2 SCOPE

DRP is authorized under Tex. Transp. Code Chapter 708 and the administrative rules adopted by DPS under that authority.

The Contractor-Hosted Solution must include all the necessary personnel, hardware, software, equipment, materials, supplies, services, maintenance, and training required to perform the services described in this Contract, and otherwise do all things necessary for, or incidental to, DRP.

Contractor must notify all Individuals of surcharges, the amount owed, and the due date, as well as collecting the surcharges by processing all payments received under this program and remitting all funds to the Comptroller of Public Accounts (CPA). Additionally, Contractor must develop, implement, and host a customer service call center to operate in conjunction with DPS's existing customer service call center.

- A. As a collection and enforcement tool, DPS must suspend driving privileges and prevent any issuance of a driver license for non-payment of a surcharge. DPS may contract with a public or private Contractor or private attorney for the collection of surcharges.
- B. The assessment of DRP surcharges is point-system based and conviction-based as described below.
- C. Points are given to anyone convicted by a court for a moving traffic violation. When the court reports the conviction to DPS, points are assigned and remain on the driver record for 36 months from the conviction date. Points are assigned as follows.

Point-System Based

- 1. Two points for each Texas or out-of-state conviction for a moving traffic violation.
- 2. Three points for each Texas or out-of-state conviction for a moving traffic violation that resulted in a crash.
- 3. When six or more points are accumulated on the driver record, DPS will add a surcharge to the record. The surcharge is \$100 for the first six points and \$25 for every additional point acquired by the next annual assessment.

Conviction-Based

Certain convictions that are more serious have an automatic surcharge assessment. If a conviction is received for one of the offenses listed below, an annual assessment must be paid for three years from the date of the conviction. Points are not assigned to these convictions.

Conviction Based Surcharges	
Type of Conviction	Surcharge per Year for 36-Consecutive Months
Driving While Intoxicated (DWI, BWI, FWI, Assembling Amusement Ride, Intoxication Assault/Manslaughter) – 1st Offense (Texas or out of state offenses)	\$1,000
Subsequent Driving while Intoxicated (DWI, BWI, FWI, Assembling Amusement Ride, Intoxication Assault/Manslaughter) (Texas or out of state offenses)	\$1,500
DWI with blood alcohol concentration of 0.16 or greater (Texas or out of state offenses)	\$2,000
No Insurance	Up to \$250
Driving While License is Invalid (DWLI); license is cancelled, suspended, revoked or denied	\$250
No Driver License (No license, expired license, no commercial or motorcycle license, or endorsement violation)	Up to \$100

- D. Contractor must work with DPS's current Contractor and Department of Information Resources (DIR) portal vendor under DPS's supervision for a period of at least 180 days, to obtain all knowledge, records and processes, establish connectivity with CPA, DIR portal vendor, and DPS. The 180 days will begin with the Project Kick-off meeting through full implementation and acceptance of the services.
- E. Contractor must administer the notification and collection of surcharges, as well as administer the reduction and waiver programs, program enhancements, customer service contacts, and any collection practices required by DPS.
- F. Contractor must receive and record payment of surcharge, provide for the transfer of payment data to CPA, and store all information in CPA's required format.
- G. Contractor must provide DPS access to all data and the ability to generate reports or print information in electronic format at the request of DPS and must ensure complete and accurate data collection.
- H. Contractor must develop and maintain a Customer Service Center capable of processing all incoming payments and correspondence, a customer help desk and a website dedicated to providing information to include on-line fee collections owed to DRP. A customer help desk may expect to receive an estimated 250,000 telephone inquiries per month.
- I. Contractor must work cohesively with the DIR portal vendor and an online-electronic payment processing web application. Contractor must process status reports from the DIR portal vendor, track all payments made, and follow-up on all outstanding issues and payments.

- J. Contractor must provide a system maintenance plan for their owned software and hardware throughout the Contract Term in accordance with Exhibit G.6, Information Technology Standards and Requirements.
- K. Contractor must provide all services specified within this RFO up to the point of the Individuals making a decision to pay either by mail or by electronic means. If electronic means is selected, the Individual will be directed to the DIR portal vendor for service. If required, Contractor must perform all functions to include an electronic method of payment at the discretion of DPS at any time during the Contract Term.

Contractor must notify all current and new Individuals via general correspondence and electronic mail that a new Contractor has been awarded this contract. This notification is to inform program participants of new instructions/routing of payment and correspondence. Presently, there are approximately 10 million accounts in DRP.

C.3 PROJECT SCHEDULE AND PLAN

A draft project plan detailing how Respondent will provide or implement the requirements of this solicitation must be included within Respondent's response.

The draft project plan must detail how Respondent would address the following phases:

- A. A description of the project organization;
- B. A breakdown and detailed description of the different deliverables of the project;
- C. Expected dependencies that exist within the project plan;
- D. A schedule and work plan for the different deliverables of the project;
- E. A Gantt chart illustrating a high-level timeline for the project, including task start and end dates and dependencies;
- F. Delegation of duties to each party for each of the tasks;
- G. Information regarding maintenance and support, along with standard project management components such as a risk management plan and a change management plan;
- H. Tasks required for the migration of all DPS data;
- I. Any proposed milestones and deliverables when the successful Respondent may submit invoices for payment;
- J. Any dependencies, caveats, or risks associated with the schedule;
- K. The methodology Respondent will employ to ensure the schedule is met; and

- L. Provision or implementation of goods or services by 9/01/2019, and subsequently provide support of these goods or services.

C.4 COMMUNICATIONS PLAN

A. Reports

Contractor must provide DPS personnel secure access to the DRP database for queries relating to reports, access to be “read only” with the ability to print such reports. The following reports will be available to DPS:

1. Statistical breakdown for each surcharge case type, surcharge assessed, and surcharge compliance rate monthly, for each fiscal and calendar year, respectively.
2. Ad Hoc reports upon request in daily, weekly, monthly, quarterly, calendar year, or fiscal year breakdowns. Each standard and ad hoc report must include the methodology detailing how the report was compiled and verifying the accuracy of the report, and DPS will approve the methodology in writing. Change to any reports must not be made without prior written approval from DPS.
3. Accounting reports.
4. Six month auditing reports compilation of the monthly audit reports.
5. Report relating to surcharge fee collection and transmittal of funds to the CPA.
6. Monthly audit reports with total number of persons complying; amount of money collected; number entered into installment agreement; monthly number of calls; average wait time of each call; call center statistics and any other data requested by DPS.
7. Daily report of deposits processed.
8. Monthly report relating to overpayments submitted by Individuals.
9. Monthly report relating to accounts with outstanding balance(s) due to final payment being insufficient.
10. Contractor must provide a daily report to DPS that will track payments from the point Contractor receives them to the point that they are posted. Period of time to post payments will be clearly identified. This report will also contain the information required to audit and track deposits.

B. Correct Information

DPS will provide Contractor with correct information about the Individuals existing account and, specifically, about any dollar amount in question. DPS will immediately update and correct any information it has provided to Contractor. Upon receipt of corrected information, Contractor must notify the Individual as required.

C. Scheduled Meetings

Contractor must be available to meet upon request with DPS personnel throughout the duration of the working relationship.

D. Notification of Collections

Contractor must provide detailed monthly reporting to DPS to identify all accounts known to be reconciled during the prior month. However, DPS understands that Contractor can make no warranties or representations, expressed or implied, about the amount of funds that will be collected and Contractor will have no liability for any amounts uncollected. The only liability of Contractor will be to forward any surcharge funds collected to CPA. DPS authorizes Contractor to endorse negotiable instruments made payable to DPS and provided to Contractor in payment of surcharges collected. DPS will make no collections under DRP and Contractor is fully responsible for collection activities. Payments mailed to DPS for surcharges will be transferred to Contractor from DPS and must be applied to each account within two days of receipt.

E. Driver Record Information

All driver record information transferred to Contractor under the provisions of DRP is confidential and is to be used for the sole purpose of implementing DRP. The information provided cannot be used for any other purpose or disclosed to anyone not working on the DRP contract.

F. Fraud Prevention

Contractor agrees to diligently pursue and enforce security and fraud breaches by Contractor employees or subcontracting entities. Contractor agrees to have safeguards in place to effectively detect and deter fraud issues such as misappropriation of surcharge payments and theft of identity information. Contractor agrees to notify DPS within four hours of any fraud or security breach detected. DPS will determine the nature of any investigation and pursue criminal charges against the Customer per Texas laws. Contractor agrees to fully cooperate with DPS regarding any investigation and agrees to provide unlimited access to files and documents necessary to conduct the investigation.

G. Standard Operating Procedures

Contractor agrees to provide written documentation for all operating procedures. Contractor will not alter operating procedures without prior written approval from DPS.

H. Inquiry Response Time

Contractor is required to adhere to the following timelines:

1. 24-hour response time for ad hoc reporting
2. One hour response time for system outage
3. Four hour response time for all other inquiries

C.5 IMPLEMENTATION PLAN

Respondent must provide:

- A. Example Implementation Plan – Respondent must provide within its Offer an example of an implementation plan of how the Respondent will establish a customer call center, design and implement a customer web-site to process and query DRP status, and implement a web-payment portal integrating with the DIR state mandated payment provider (Implementation Plan).
- B. Once the Contract is awarded, Contractor must work with the DPS PM to develop a detailed draft Implementation Plan within 15 business days. Upon receipt of the Implementation Plan from Respondent, the following will occur:
 - 1. DPS PM will review the draft Implementation Plan and meet with Respondent to negotiate any issues, requirements or concerns in order to meet DPS's needs prior to finalizing the Implementation Plan.
 - 2. As a result of such discussion, Respondent must modify the detailed Implementation Plan and return it to DPS PM for review and written acceptance within three business days. Upon receipt of the updated detailed Implementation Plan, DPS PM will have three business days to review it.

This three-business day cycle, at a maximum, must continue between DPS PM and Respondent until it is determined the Implementation Plan achieves DPS's satisfaction.

- 3. Upon DPS's approval, DPS PM must notify the Respondent of its written acceptance of the Implementation Plan and upon such written acceptance, the Final Implementation Plan will be incorporated by reference into this Contract.
- 4. The final Implementation Plan, at a minimum, will identify the specific steps to be taken during implementation.

C.6 DELIVERABLES

- 1. Remit collected funds and provide monthly invoice to DPS on the first Monday of each month. In the event Monday is a holiday, this requirement moves to the next business day.
- 2. Process all payments within two business days of receipt.
- 3. Process all refunds due to Individual overpayment on a weekly basis.
- 4. At least 30% of all customer service staff scheduled must be bilingual.
- 5. Report all outbound service calls to DPS on the fifth business day of the month.
- 6. Answer all un-abandoned calls within four minutes.
- 7. Report classification of all calls by language and type to DPS on the fifth business day of the month.
- 8. Mail initial surcharge notices to Individuals within three business days of receipt of file from DPS.
- 9. Mail suspension notices within three business days of receipt of file from DPS.

10. Mail suspension notices three business days after date of initial notice (if applicable).
11. Provide special underpayment account handling.
12. Each business day, Contractor will transfer a file in the agreed upon format to DPS reflecting the previous business day's compliances and defaults.
13. Respond to all inbound correspondence within five business days of receipt.

C.7 ACCEPTANCE CRITERIA

Performance Testing and User Acceptance (reference Exhibit G.11, Department Testing Entry/Exit Criteria) must include sending and receiving multiple data sources between DPS, DIR portal vendor, and CPA and completed within the 180-day transition period.

1. Unit Testing

Contractor must provide a listing of test cases based on the requirements of this Contract. Contractor must also provide DPS with the results of the listed test cases as they are executed. Based on the outcome of successful testing, Contractor must advance to the next step of System Testing, see section entitled System Testing. Successful testing must be defined as 100 percent pass rate of all defined unit test cases.

A. System Testing:

Following successful completion and documentation of the Unit Testing as described in the section entitled Unit Testing, Contractor will receive DRP data from DPS in order to verify Contractor's DRP solution. Contractor must execute system tests with DPS, DIR portal vendor, and CPA and provide documented results. Successful System Testing must be defined as 100 percent pass rate for all defined system test cases. System Testing must not be considered successful if there are outstanding Severity 1 (feature/server is down with no existing workaround) or Severity 2 (critical bugs - functionality is affected but a temporary workaround exists) defects pending resolution.

B. User Acceptance Testing (UAT):

Following successful completion of the system test for the Solution, DPS will coordinate and execute UAT.

DPS will notify Contractor of any defects suspected in the user acceptance of the Solution. Contractor must investigate any suspected defects and correct if necessary. Contractor must respond with the details of the finding within two business days of notice of any suspected defects by documenting the response in the agreed upon defect tracking system. Contractor must describe the nature of any defects reported and any corrective action taken in the response. The modifications must operate defect free as a complete system for a minimum of 72 continuous hours. If the number of defect failures prevents all systems from operating as described above, DPS may reject the entire final Solution.

2. Final Acceptance:

DPS will not fully accept the Solution until 90 days after the review period; to include 30 days' failure free operation of the system and delivery of all required test result documentation.

3. Failure Resolution:

Upon failure of any test, Contractor must submit a report describing the nature of the failure and the actions to be taken to remedy the situation prior to any modification or replacement of the system, within ten business days. DPS will provide written approval or denial within five business days. If a system requires modification, the fault must be corrected and the test repeated until successfully completed.

- A. Failure to satisfy the requirements of any test is considered a defect and the Solution will be subject to rejection by DPS. Any rejected solution may be offered again for retest provided all noncompliance has been corrected.
- B. Resolution of Final Acceptance Test Failure: If a defect within the system is detected during the Final Acceptance Test, DPS will document the failure. Contractor will be required to research, document, and correct the source of failure. Once corrective measures are taken, DPS will monitor the point of failure until a consecutive 30-day period free of defects is achieved.

DPS reserves the right to consider testing successful if there are outstanding defects, as long as they are not Severity 1 or Severity 2.

C.8 MINIMUM REQUIREMENTS

A. Contractor must:

- 1. Provide dedicated resources to include, program manager, customer service representatives, payment processors, supervisory staff, and quality assurance staff to perform the services required by this Contract.
- 2. Provide additional resources to include, human resources, qualified financial staff, information technology software, hardware, and staff and training for staff that will support the services required by Contract.
- 3. Provide the following documents on all current employees and all future applicants for employment, transfer of employees, temporary assignments, and subcontractors that will provide any service or support related to DRP.
 - 1. Criminal Background History Check – minimum of ten years (Section C.16);
 - 2. Financial Background Check – minimum of ten years (made available to DPS upon request);
and
 - 3. Driving History Check – full driving history.
- 4. Employ sufficient staff to operate and maintain all service requirements of the Contract.
- 5. Provide its staff with the required resources and tools and ensure program continuity by replacing program staff, if necessary, with persons having the requisite skills and experience. Replacement of dedicated resources must occur within 30 days of the vacancy or provide supporting documentation acceptable by DPS for not meeting the 30 days.

6. Coordinate and obtain written approval from DPS prior to removing, transferring, and replacing dedicated resources.
7. Provide a dedicated Contract Program Manager responsible and accountable for the following to include:
 - A. Performance of Contractor's resources and staff;
 - B. Working with and reporting directly to DPS's Contract Monitor regarding daily and technical operations and project activities;
 - C. Working directly with DPS's Contract Administrator and DPS's Contract Monitor regarding contract monitoring requirements;
 - D. Reporting to DPS's Contract Monitor regarding compliance with specifications, requirements, and other program related activities;
 - E. Providing liaison activities between Contractor's staff and DPS's Contract Monitor;
 - F. Coordinate through DPS's Contract Monitor, who will assign personnel from information technology and business areas, as appropriate, to work with Contractor and their assigned staff;
 - G. Working with all assigned DPS staff and third party Contractors engaged in providing services for DPS as they relate to the program and service requirements as defined by DPS; and
 - H. Overseeing end-to-end system testing when requested by DPS and where appropriate.
8. Conduct a Project Kick-Off meeting held at DPS's Headquarters location, 5805 N Lamar Blvd, Building A, Austin, Texas 78752, within 14 days after Contract execution.
9. Contractor must provide a written detailed Standard Operating Procedure (SOP) for Contractor's staff to follow and apply to DRP daily business. Contractor must submit a first draft of the SOP within 30 days after DPS concludes the transition period in Section C.11.5 for review and approval by DPS. Contractor will be given ten days to make any corrections or changes and resubmit to DPS for written approval.
10. Contractor must describe its methodology for processing the reconciliation of all funds collected and electronically remitting those funds to the CPA on a monthly basis by the first Monday of each month as required by the CPA.
11. Provide test plan, test result, training plan, and other documentation mutually agreed upon by Contractor and DPS. The test plan must include a mechanism for documenting all defects found during the testing process, the proposed solution, any additional testing results from subsequent test cycles and the ability to close out the defect once the solution has been successfully implemented.
12. Contractor must work with DPS IT personnel to develop and implement a solution to allow Contractor Customer Service Center personnel read only access DPS's Driver License System in order to properly address questions from Individuals or properly evaluate driver record information.
 - A. This will require Contractor participation with DPS's IT and Cyber personnel to ensure all DPS procedures and policies are sufficiently addressed and adhered to.

B. DPS will:

1. Provide DPS's Contract Monitor, DIR portal vendor point of contact, and other necessary resources as determined by DPS.
2. Ensure necessary DPS participants attend meetings, teleconference and working sessions.
3. Review all documentation and provide feedback, including corrections, required modifications or approval.
4. Respond to Contractor's queries for additional information.
5. Provide training to Contractor employees in all aspects of DRP, to include: license issuance and enforcement and compliance.

C. DRP Service Requirements

As a minimum, Contractor must comply with the following requirements and processes, and at the discretion of DPS, any changes that may occur throughout the Contract Term as they relate to DRP.

1. Individuals are notified by mail, and by electronic mail at the discretion of DPS, each time a surcharge is added to their driver record. Surcharges are in addition to other fees and do not replace a suspension, revocation, denial, disqualification, or cancellation resulting from the same conviction.
2. Surcharges are assessed in two ways:
 - A. Point System; and
 - B. Conviction Based.

Surcharges are in addition to other fees that may be owed to DPS , and other fees not collected as part of the surcharge assessment.

3. Individuals who have both points and convictions reported to their driver record will receive separate surcharges for each offense; a surcharge for the points and a surcharge for the conviction(s).
4. Annually, DPS reviews driver records and an additional surcharge will be assessed if an Individual's driver record:
 - A. Continues to reflect six or more points, or
 - B. If the underlying conviction for the surcharge is still within three years.
5. The amount of a surcharge can vary with each annual assessment if convictions are added or removed from the driver record.
6. Individuals are mailed notification of surcharges to the address on record with DPS or to the most recent forwarding address on record with the U.S. Postal Service. The letter must include:

- A. The amount of the surcharge and other collection fees,
 - B. Information on how to pay,
 - C. Remittance voucher for Customer to return with payment, and
 - D. Initial notification mailing must include an insert detailing available surcharge reduction programs.
7. Surcharges must be paid within 105 days or an Individual's driving privileges must be suspended for failure to comply with the surcharge requirements. The Customer's driving privileges must remain suspended until an installment agreement is established or all surcharges and related costs are paid in full; on-line payment capability must exist to accept payment. If preferred, Individuals may also mail a personal check, money order or cashier's check. If approved by DPS, Contractor must be capable of providing for telephonic payment.
8. Contractor will be required to collect all surcharges and associated fees which are deposited to the CPA on a monthly basis. Contractor fees are invoiced and paid according to accounts payable procedures.

D. Surcharge Assessments

DPS will audit driver records in order to provide surcharge assessments in an agreed upon electronic format daily to Contractor for processing. Contractor must:

1. Obtain daily data files in XML format via a secure Simple File Transfer Protocol (SFTP) using 256-byte PGP encryption or a PGP compatible encryption.
2. The file will include data to create the Individual's account and apply any surcharge assessments to the account. Contractor must describe a method for establishing a single account for all surcharges, and surcharge reductions associated with the Individual; the account will allow for new surcharge assessments to be added, updated or deleted and for any payments to be applied to the total amount due.
3. Provide a solution that assembles account information into a format containing all information sent by DPS, and any other information necessary to capture account activity. Contractor must provide DPS with account access to the system in order to view information via a secure web access 24/7 with a printer friendly format.
4. Provide a web-based application for Individuals to access account information, make on-line payments, and submit reduction program applications and documents at the discretion of DPS. On-line payments must include but may not be limited to credit or debit cards, electronic checks and bank drafts from a checking or savings account.
5. Adhere to all State and Federal laws and best business practices regarding financial collection procedures. At a minimum, Contractor must conform to Generally Accepted Accounting Procedures (GAAP) and Generally Accepted Auditing Standards (GAAS) and ensure compliance to Fair Debt Collection Practices Act (FDCPA) as it relates to DRP.

6. Upon request, provide additional files for current account or Individual information to and from DPS and to and from Contractor in written reports, documents, or electronic files as defined by DPS.

E. Multi Language Access

Contractor must:

1. Provide all notifications, applications, correspondence, telephonic and on-line information in English and Spanish. Contractor must describe how multi-lingual communication will be addressed on the systems. Prior to implementation and during requested changes Contractor must work with DPS determining the requirements and receive acceptance for multi-lingual communication throughout the Contract Term.
2. Provide a minimum of 30 percent of all customer service agents (Contractor's Staff) that are bilingual (fluent in Spanish and English) answering calls at all times during the defined business hours. See also Section S Customer Service.

F. Surcharge Notification

Surcharge notification may be modified at the discretion of DPS throughout the life of the Contract and must be coordinated with and approved in writing by DPS. Contractor must:

1. Provide notifications to include mailed or electronic correspondence. The notifications must use the most current letterhead approved by DPS. Contractor must identify the browsers and version available to Individuals and provide mobile application access to accounts. Notifications must incorporate both the Respondent and DPS's letterhead.
2. Mail all notifications to Individuals within 72 hours from receiving the data file from DPS or a status change in the Individuals account, which includes original notifications, monthly payment reminders, suspension notifications, and license suspension reminders.
3. Provide a mailing process, whether Contractor or a sub-contractor must conduct it. It is preferred that the mailing process occurs in Texas unless Contractor can clearly demonstrate that another U.S. location is in the best interest of DRP; the mailing location must be approved by DPS. At a minimum, Contractor must ensure the return address is a Texas address.
4. Track, maintain, alert and report surcharge notifications for each Customer's account.
5. Mail original notification to the Individual concerning the surcharge assessment, compliance information and the consequences of non-compliance. If on or before the forty-fifth day after the date the first notice was sent the Individual fails to pay the amount of the surcharge or fails to enter into an installment agreement, Contractor must send a second notice. If on or before the sixtieth day after the date the second notice was sent the Individual fails to pay the amount of the surcharge or fails to enter into an installment agreement, Contractor must send a third notice that advises the Individual that the Individual's driving privileges are suspended.
6. Send a data file every business day between the hours of 8:00 p.m. to 11:30 p.m., Central Time, to DPS providing the date the original notification was mailed to the Individuals. Contractor

must also send an image file of the original mailed notification(s) every business day to DPS for maintenance in DPS records. All other notifications that are mailed or electronically sent that are included in the attached file must be imaged by Contractor and sent to DPS upon request. The data file and image documents will be in XML via a secure SFTP using 256-byte PGP encryption or a PGP compatible encryption. DPS will update DL records in accordance with information received from Contractor.

7. Ensure all notices specify the date by which the surcharge must be paid; state the total dollar amount of the surcharge that must be paid; the number of monthly payments required under an installment payment plan; the minimum monthly payment required for a Individual to enter and maintain an installment payment plan; and state the consequences of a failure to pay the surcharge. Contractor must also provide the Individual with Contractor's Texas mailing address, a DRP e-mail address and a toll-free number for correspondence or telephone calls to Contractor regarding surcharge. Contractor must ensure the voucher includes a lump sum amount for those who wish to pay the remainder of the amount owed.
8. Ensure that any original notice mailed to the Customer be sent by first class mail to the Individuals most recent address as shown on the records of DPS or to the Individuals most recent forwarding address on record with the United States Postal Service (USPS) if different.
9. Send a monthly invoice to any Individual who has entered a payment installment plan.
10. Send a license suspension reminder every six months to the Individual on an established schedule approved by DPS.
11. Assume all responsibilities for materials and postage for delivery of each notification.
12. Maintain address updates identified through returned mail or e-mail upon receipt, consumer responses, USPS forwarded mail notices, USPS returned mail notices, National Change of Address (NCOA) data, or DPS's address updates received in a daily file. Accounts must be updated with new addresses or reason for return upon receipt. Obtain and update the Individual's most current address information using standard skip-tracing procedures that must be approved by DPS.

G. Customer Service Call Center

Contractor must maintain a customer service call center, preferably in Texas. Contractor must:

1. Ensure full coverage of the customer service call center, for the following business days and hours: Monday through Friday, 8 a.m. to 9 p.m., and Saturday 8 a.m. to 12 p.m., Central Time, excluding the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.
2. Maintain sufficient staffing and telecommunication network to answer all incoming telephonic contacts in no more than four minutes to get connected to speak directly to an agent without transferring the call from the time the Individual accesses Contractor's telephone system. The current average monthly call volume is 90,000 calls and peak monthly call volume is over 120,000 at any given time during the Contract Term. The estimates stated herein are only estimates and should not be construed as minimum or maximum that DPS may utilize.

Contractor must be equipped to support any volume quantity that occurs during the Contract Term to meet the service levels and standard set forth by this RFO and DPS's processes and procedures.

3. Provide a telephone system capable of interacting with all telephone technology systems to include accepting calls from 3rd party hearing impaired services.
4. The telephone system must include an Interactive Voice Response (IVR) with menu tree capability for 24/7 access for general information, account information and payment submission. The IVR is not subject to meeting the four minute requirement to speak directly to Contractor's customer service call center agent. The IVR must respond to "keyed" and "voice" commands.
5. Assist Individuals with payments, billing questions, general questions, and compliance and status information regarding DRP.
6. Provide a toll free telephone number for Individuals. Contractor must absorb all costs associated with the toll free number, equipment, services, and maintenance.
7. Provide DPS with a dedicated toll free telephone number for immediate service during defined business days and hours in order to properly address DPS's need with one call. Contractor must connect DPS to its appropriate staff in order to respond to DPS's inquiry.
8. Maintain a call recording of all Individual telephone conversations/contacts for a period of no less than two years from the date of the call. Ensure compliance with applicable laws regarding recording of conversations.
9. Maintain call notations when speaking to a Individual associated with the Individual's account. Notations between the Individual and the agent must be annotated and tracked to account for real-time conversations.
10. Provide access for real-time call monitoring, recordings and notations to DPS via a secure web-based access and available 24/7.
11. Ensure that no call will receive a busy signal for the first 100 calls or a level defined by Contractor and agreed upon by DPS. With regard to calls, 80 percent of Customer Service Representative (CSR) assisted calls must be answered within one minute of call transfer and the remaining 20 percent must be answered within two minutes.
12. Perform outgoing service calls to Individual (s) who have outstanding amounts due to attempt to collect the outstanding amount. If a callback or follow-up with an Individual is required, Contractor must at a minimum attempt to contact the Individual at least two times within two days, documenting each attempt.
13. Provide quality control measures and procedures which must be approved by DPS.
14. Define the action to be taken in the event of a system(s) overload and system failures.

15. Provide a DRP website that complies with accessibility and usability standards outlined in Title 1 Texas Administrative Code Section 206. These requirements can be found at the following link:

[http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=206](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=206)

16. Provide a DRP website that complies with applicable security standards outlined in Title 1 Texas Administrative Code Section 202. These requirements can be found at

[http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202)

17. Provide a DRP website that allows access to account overview, payment processing, submission of documents and a contact form to submit requests for assistance. Also, the site must allow Individuals to provide feedback, including automated email confirmation of receipt and general information.
18. Request permission via DPS's change request process to alter or change the DRP website with at least two weeks' notice to DPS, providing full details of the change or alteration, and describe the impact to DRP process. Contractor must not make any changes until they have received prior written approval from DPS's Contract Monitor.

H. Collection of Surcharge Fees – Payment Processing

1. Contractor must identify payment options that include online, telephonic, and wire transfer of any other method. Payments must update real-time to the surcharge account once payment is accepted and processed, and notification of compliance must be sent to DPS within 24 hours of the payment posting to the account to ensure that a suspension is lifted or to prevent a suspension from occurring on the Individual's record.
2. Contractor must ensure payments that are mailed must be processed within 24 hours of receipt by Contractor and updated to the surcharge account within 24 hours of the payment being processed. Contractor must include a description of how they will process underpayments, payments that cannot be associated with an existing Individual's account, payments that have no return address or that are damaged.
3. Contractor must describe their secure access limits for authorized personnel that handle or processes negotiable items to include security cameras with Pan-Tilt-Zoom capability and 24/7 access coverage for processing mailed payments.
4. Contractor must provide to DPS archived surveillance video of activities detailed in paragraph C.8.H.3 above by secure web-based application. Contractor must store and maintain high resolution for all videos for a minimum of 180 days.
5. Contractor must maintain all collected funds in a separate financial account (certified by the FDIC) for DRP from any other funds collected by Contractor. Contractor must provide DPS access to its financial account and information for auditing and verification of the separate account.
6. Contractor must provide alternative collection services to increase the payment submission or compliance with DRP and outbound service calls.

7. Contractor must process all refunds or account balance adjustments for overpayments, or refunds to persons whose surcharges have been rescinded by DPS. Contractor must provide a detailed explanation of how the refund and balance adjustment process will be handled and the length of time for mailing or crediting the refund or balance adjustment to the Individual.
8. Contractor may not litigate on a delinquent account unless: (1) Contractor obtains specific written authorization from DPS and the Office of the Attorney General; and (2) complies with the requirements of 1 Tex. Admin. Code § 59.2.

I. Reporting Default and Compliance

DPS will suspend a Individual's driving privileges until they comply and pay the outstanding surcharge amounts. Contractor must:

1. Send a daily data file between the hours of 12:00 P.M and 09:30 P.M. Central Time reporting any change in account status to DPS. The data file must be received daily by DPS under current requirements as determined by DPS and adapt to modified requirements as necessary during the Contract Term. The data file must be in XML via a secure SFTP using 256-byte PGP encryption or a PGP compatible encryption.
2. Ensure compliance and non-compliance statuses are accurate.

J. Rescinding of Surcharge Assessments

DPS will require Contractor to rescind a surcharge assessment and refund any applicable surcharge fees submitted by an Individual if the criteria of surcharge assessment are determined invalid after the initial notification has been referred to Contractor. Refund processes must adhere to CPA requirements. Contractor will:

1. Receive a data file daily for accounts that must be cancelled and the surcharge assessment rescinded.
2. Describe process of sending a notification to an Individual when a surcharge is rescinded and include any refund due to the Individual for payments made to the surcharge if no other surcharge payment is required.

K. General Correspondence

Contractor must:

1. Maintain sufficient staffing to receive and respond to all general correspondence, whether received by mail, by facsimile or electronic methods, within three business days of receipt. The response must be in the format originally sent by the Individual or as approved by DPS.
2. Maintain a process that provides verification of the date of receipt and the date of response. Contractor must provide Cloud-Based access to allow DPS to audit compliance of Contractor's records.

3. Image all general correspondence and send the file to DPS weekly via secure SFTP.

L. Reports and Statistical Data

At a minimum, all reports must be Microsoft Office 2013 compatible, and must be upgraded to meet current DPS requirements during the life of the contract. Contractor must:

1. Provide DPS with standard reports as defined below, Contractor must provide DPS with account access to the system in order to view information via secure web access 24/7 resulting in a printer friendly format and downloadable by DPS. Contractor must work with DPS to establish all formatting for the initial reports and ongoing changes or additional reports.
2. Provide statistical breakdown for each surcharge type, amount assessed, and amount paid and surcharge compliance rate for monthly, calendar year, and fiscal year. The report must provide historical trends by date time frame for evaluation by DPS.
3. Provide monthly audit reports with total number of Individuals complying; amount of money collected; number entered into installment agreement (s); monthly number of calls; average wait time of each call; and call center statistics.
4. Provide ad hoc reports upon request in daily, weekly, monthly, quarterly, calendar year, or fiscal year breakdowns.
5. Provide a bi-annual report compiling Contractor's internal monthly audit reports of Contractor processes.
6. Provide a daily report to DPS that tracks mail, phone, on-line, and any other form of payments from the point they are received, to the point that they are posted. Period of time to post payments must be clearly identified. Report must include overpayments to be refunded, insufficient funds payments and payments that cannot be processed or returned. The report must allow DPS to audit and track every payment received or returned.
7. Provide a monthly report of all Service Level Agreement (SLA) and contract requirements for DPS to audit and oversee Contractor's performance, including the underlying reports or data that reflects compliance with the SLA and Contract requirements.
8. Provide daily report of deposits processed.
9. Provide a monthly report relating to overpayments submitted by offenders.
10. Provide a monthly report relating to accounts with outstanding balance due to final payment being insufficient.
11. Contractor must provide a daily report to DPS that will track mail and phone payments from the point Contractor receives them to the point that they are posted. Period of time to post payments must be clearly identified. This report must also contain the information required to audit and track deposits.

12. Each standard and ad hoc report must include the methodology detailing how the report was compiled and verifying the accuracy of the report, and DPS will approve the methodology in writing. Change to any reports must not be made without prior written approval from DPS.

M. Records Retention

Contractor must:

1. Maintain complete and accurate documentation relating to each surcharge assessment and related payment history according to DPS's record retention policy provided upon award. The record retention must be in a format that can be transmitted to DPS on an "as needed" basis and must meet all governmental requirements under the "open records" statutory guidelines and all other applicable laws.
2. Maintain records relating to the assessment of fees and collection of fees and must distinguish between those assessed for the State of Texas, Contractor compensation, related costs and any other fees approved under this Contract. These records must be readily accessible by DPS and the State Auditor for reconciliation and auditing purposes.
3. See also Standard Terms and Conditions, Exhibit G.13

N. Contractor's Hosted Environment

Contractor must:

1. Provide DPS with a complete listing and architectural diagram of all software and hardware that must be utilized to perform DRP services within 60 days upon contract award.
2. Obtain written approval from DPS prior to any changes to hardware, software (to include current software versions), record layouts, or security codes and provide an updated schematic of any proposed changes.

O. Information Technology (IT) Requirements

Contractor must comply with the Contractor-Hosted standards and requirements specified within the Exhibit G.6, DPS Information Technology (IT) Standards and Requirements. In support of Exhibit G.6, DPS Information Technology (IT) Standards and Requirements, Section X.2.4, Network Topography, Contractor must have sufficient bandwidth required to support the number of expected users (presently, approximately 3.3 million people enrolled in the Driver Responsibility Program).

P. MAINTENANCE AND SUPPORT

1. Contractor Hosted Services

Contractor must provide a DRP solution that includes and may not be limited to:

- A. All hardware and software maintenance and support
- B. Upgrades to equipment to meet and maintain performance service levels
- C. Backup hardware

- D. Internet connections

2. Software Upgrades

Contractor must provide periodic system software updates that must incorporate corrections of any defects, and enhancements to the system's software.

- A. Contractor must install DRP solution updates during maintenance window periods mutually agreed upon by DPS and Contractor as defined in the Service Level Agreements.
- B. Updates to documentation or manuals resulting from system software updates must be provided to DPS.
- C. Contractor must comply with DPS's Change Control Board requirements.

3. System Maintenance

- A. Maintenance regarding DPS's software, hardware, and network or access methodology is the responsibility of DPS and is outside the scope of this Contract. Contractor must provide notice to DPS five business days prior to scheduled maintenance, including the length of anticipated system unavailability plus the description or purpose of scheduled maintenance. Contractor must provide notice to DPS no later than four hours for emergency maintenance, including length of anticipated system unavailability plus the description or purpose of un-scheduled maintenance. If the system is expected to be or is unavailable for one hour or more, automated messages for the system unavailability will be provided to Individuals by phone and online.
- B. Preventive Maintenance – Contractor must provide Preventive Maintenance to maintain in good condition and working order on a mutually agreeable scheduled basis. The Preventive Maintenance schedule is to be based on Contractor and DPS's mutual agreement of the particular service required for each system component, it being understood that this schedule must be oriented around periods when it is expected to have the lightest use and outside of the Principal Period of Maintenance.

Contractor must perform backups on all DRP records once every 24 hours, seven days per week and 365 days per year to facilitate data and DRP restoration in the event of any Failures, including Hardware. The data backup schedule must be mutually agreed upon by both Contractor and DPS and must be oriented around periods of time that that is expected to have the lightest use.

- C. Emergency Maintenance - Emergency maintenance is performed by Contractor when there is a system failure and requires maintenance to be performed on an unscheduled basis. Contractor agrees to provide notices to DPS of Emergency Maintenance within two hours but no more than 24 hours for each incident.
- D. Special Maintenance Services - The following maintenance services are outside the scope of Preventive Maintenance and Remedial Maintenance as described above and must be considered Special Maintenance service items:

1. Repair of defects in the system resulting from causes beyond the control of DPS or Contractor, such as acts of God.
 2. Repair of defects in the Hardware, Software, Network, or any other component of the program.
 3. Contractor agrees to perform Special Maintenance during periods when it is expected to have the lightest use and outside of the Principal Period of Maintenance whenever possible.
- E. Contractor Production Control – Contractor must schedule production management such as batch processing, job scheduling, automated import/exports, etc. at a minimum of once every 24 hours, seven days per week and 365 days per year. The production control schedule must be mutually agreed upon by both Contractor and DPS and must be oriented around periods when it is expected to have the lightest use.

Contractor Hardware - Title to all Contractor Hardware and parts provided by Contractor must remain Contractor's and any parts replaced and removed from Hardware provided by Contractor are deemed their property. Parts replaced or removed by Contractor must comply with all requirements of 1 Tex. Admin. Code § 202.1(21).

Q. CHANGE CONTROL PARTICIPATION

Contractor is advised that changes to the DRP Solution will be subject to DPS's Change Control Board (CCB) process. This requirement is mandatory for Contractor Hosted solution for DRP. DPS will initiate and manage the change control process. The purpose of DPS's IT Change Management (CM) is to ensure that Change Requests (CRs) to DPS's IT systems are properly reviewed, authorized, implemented and tracked with minimum disruption to service levels. The purpose of our change management policy is to ensure accountability, communication, transparency and visibility between IT and the business. Contractor must be required to submit a change request to the CCB detailing what is changing and where it is changing, along with test plans, test results, and communication processes for before and after a change.

R. SERVICE OUTAGE ESCALATION AND COMMUNICATION

Contractor must provide a detailed communication plan that specifies how Contractor must be contacted in the event of a system outage. If the solution is hosted by Contractor, Contractor must provide its notification and escalation process as part of the communication plan.

1. Responsibilities of Contractor

Individual Contact: Contractor must mail the following notifications:

- A. Initial notification: Notification providing all information necessary for the Individual to submit payment or initiate an installment agreement. Contractor must receive the case file from DPS through an SFTP transfer. Contractor agrees to mail the first notice no later than the third day after the receipt of the file transfer. If on or before the forty-fifth (45th) day after the date the first notice was sent the Individual fails to pay the amount of the surcharge or fails to enter into an installment agreement, Contractor must send a second

notice. If on or before the 60th day after the date the second notice was sent the Individual fails to pay the amount of the surcharge or fails to enter into an installment agreement, Contractor must send a third notice that advises them that their driving privileges are suspended. This original notification mailed to the customer must be sent by first class mail to the Customer's most recent address as shown on the records of DPS or Individual to the Individual's most recent forwarding address on record with the United States Postal Service (USPS) if it is different. If the Individual record has both a physical and mailing address, Contractor must mail the notification to the mailing address. Contractor may utilize the best attainable address for Notices returned by the Post Office.

- B. Order of Suspension: If the Individual fails to pay within the first 105 days or defaults on an installment agreement, Contractor agrees to send an Order of Suspension informing the Individual of the suspension of driving privileges. The notification will be mailed 105 days plus a ten day grace period after the initial notification for non-installment agreements. For installment agreement default notifications, Contractor agrees to send notification to the Individual to correspond with the date the default is reported to DPS. The suspension for an installment agreement cannot be initiated prior to day 30 plus a ten day grace period from the initial notification for the applicable surcharge requirement. Contractor may utilize the best attainable address for the Order of Suspension. If Contractor has knowledge of a more likely address that Contractor has obtained by mutually agreed upon methods, Contractor may mail the Order of Suspension to this alternate address. If an Individual has multiple surcharge requirements due at the same time and the Individual fails to remit the balance in full or enter an installment agreement for those surcharge requirements due, Contractor agrees to send an Order of Suspension for each surcharge requirement the Individual fails to comply with.
- C. The three day notification requirement does not apply if for any reason DPS transfers more than 50,000 cases on any given day or transfers more than 200,000 cases in five consecutive days. If either of these situations occurs, Contractor has an additional two days to mail the notifications. The additional time applies only to the cases transferred to Contractor on the specific date or during the specific consecutive days in which the overage was calculated. New cases sent on subsequent days must be processed as required by this Contract.
- D. DPS will not provide Contractor the date of the original notification. Contractor must process and mail the original notification and provide the date the notification was mailed to DPS through the SFTP transfer within two days.
- E. Contractor must use a modified Departmental letterhead on all letters required under this Contract. Contractor can utilize DPS's name and seal on any envelope in which the letter is required to provide DPS letterhead. Contractor is also required to provide Contractor name or logo or any reference to the company on the envelope and the letters sent to Individuals under DRP.
- F. DPS will transfer to Contractor the amount of the surcharges owed by the Individual. Contractor must calculate the commission rate authorized by the DRP contract and provide a total dollar amount to the Individual. Contractor must also include the following in all initial notifications: (1) the dollar amount of additional fees authorized under this Contract

for partial payments under the installment agreement and (2) that Contractor accepts credit cards and checks by phone.

- G. DPS will provide Contractor with updates to the amount of the surcharge requirement as necessary. Contractor must notify the Individual of any change to the required amount of surcharge owed.
- H. Additional notifications to Individuals for the collection under an installment agreement payment plan option as well as secondary notices of outstanding payment requirements may be utilized by Contractor to improve collection receipts. The additional notifications may include a monthly remittance form i.e. coupon to be processed using electronic methods. As stated, any additional notification must be in writing and will be approved by DPS.
- I. DPS will provide Contractor the name and address or addresses of record as on file with DPS of the Individuals, including a batch number identifier, a driver license, identification, or unlicensed number identifier, the date of notice, information regarding the type(s) of the alleged violation(s) and the amount of any such surcharge(s).
- J. Contractor agrees to make a reasonable effort to locate Individuals when the address of record or USPS is no longer valid. Contractor will be allowed to use manual or batch processing to locate a current address for an Individual for all other notices not required under Article III, Section A. A current address may be located using competency level matching based on a minimum of name, previous address and driver license number, or other DPS approved identifiers. DPS in writing must approve all methods of locating new addresses.
- K. All notifications must be bilingual. Contractor agrees to provide contact information in Spanish on all notifications as well as English. Contractor can provide additional information in Spanish if approved by DPS. All costs associated with the language translation will be the responsibility of Contractor.
- L. By Administrative Rule, DPS will provide for a variety of reduction programs, which include but are not limited to amnesty, incentive, indigence, and military deferral and point reduction programs as authorized by statute. Contractor must implement these programs pursuant to criteria established by DPS. Contractor will be responsible for the administration of these programs, notification to Customers, review of any applications or documents submitted for application, and the response to Customer contacts about these programs. Contractor must maintain business procedures for these programs and any changes to business procedures, which must be approved by DPS. Contractor will implement and manage any administrative programs according to the timeline and requirements established by administrative rule and DPS.

S. Customer Service

1. Customer Service Call Center – Contractor must provide Individuals with a 1/800-telephone number for surcharge compliance and status information, to accept payments and to establish surcharge installment agreements. The telephone number will be available between the hours

of 8:00 a.m. and 9:00 p.m. Central Time Monday through Thursday, 8:00 a.m. and 6:00 p.m. on Friday Central Time and 8:00 a.m. and 12:00 p.m. on Saturday Central Time.

DPS will allow Contractor to close the customer service call center on national holidays that are observed by DPS. These may include but are not limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2. Contractor must staff the customer service call center with adequate number of personnel to meet the service level goal of answering all un-abandoned calls within four minutes of arriving in the queue, calculated on a daily average basis. Contractor must utilize dedicated DRP CSRs. Contractor must log all calls received regarding DRP and must compile statistics, in an electronic and hardcopy format prescribed by DPS, on the nature of the calls and type of issues questioned. DPS and Contractor must use these statistics to improve the quality of information provided by the customer service call center, written notifications and public education documents.
3. Customer Service Center personnel duties:
 - A. Field Customer inquiries regarding DRP surcharges/suspensions on the driver record including:
 1. Why did I get a notice in the mail?
 2. How much do I owe?
 3. Why do I have surcharges?
 4. How do I get my license back?
 - B. CSR reviews the record to determine the root cause of the DRP surcharge/suspension
 1. Review Enforcements screen
 2. Review DRP Case view screen
 3. Review Convictions Screen
 4. Determine associated convictions/enforcements that caused a surcharge
 - a. Points
 - b. Convictions
 - C. CSR also reviews driver history to determine if any other applicable suspensions/enforcements are affecting driver eligibility (some examples below)
 1. Non-Resident Violator Compact (NRVC)
 2. Failure to Appear/Failure to Pay (FTA/FTP)
 3. Driving While License Invalid (DWLI)
 4. Medical Advisory Board (MAB)
 - D. CSR reviews actions necessary to come into compliance with the surcharge requirement
 1. Payment owed
 2. Payment options
 3. How to pay

- E. CSR reviews actions necessary to reinstate the Customer's driving privileges
 - 1. Comply with a default surcharge amount
 - 2. Possible SR-22 requirements
 - 3. Reinstatement fees
 - 4. NRVC
 - 5. FTA/FTP compliance
 - 6. MAB
 - 7. Occupational License
 - 8. If license is expired over two years, original license requirements
- 4. Contractor agrees to maintain at least 30 percent of their daily CSRs on their call service staff who are fluent in Spanish. Contractor must provide DPS with the staffing numbers necessary to determine that Contractor is meeting this requirement on a monthly basis. In addition Contractor must provide in the requested logs the number of calls in which Spanish was spoken.
- 5. In addition to the service call center, Contractor must provide adequate staff to respond to all written correspondence and electronic correspondence received by Contractor regarding the collection process of the DRP surcharge. All incoming correspondence must be date stamped upon receipt and must be answered within five business days of receipt. This requirement includes a Spanish reply to all correspondence received in Spanish. An electronic image of all incoming correspondence and the response must be submitted to DPS weekly using SFTP. The name for each image must include a unique identifier, such as the driver license, identification, or unlicensed number or any other naming convention approved by DPS.
- 6. DPS will allow Contractor to contact Individuals by telephone if the Individual has made an initial contact with Contractor. This would include situations in which the Individual has contacted Contractor through phone, letter, and email or other means and requests Contractor to return the contact, as well as instances in which the Individual has attempted to enter an installment agreement and has not sent the minimum payment required to prevent the license revocation. DPS will also allow Contractor to contact an Individual by telephone if the Individual has submitted a check that subsequently was not cleared by the bank due to insufficient funds in the account. In all instances the decision to make the outgoing phone call is at the discretion of Contractor in accordance with business procedures approved by DPS.
- 7. DPS will allow Contractor to contact Individuals by telephone for the purpose of messaging campaigns and solicitations for the collection of surcharges using "customer friendly" contacts. DPS will approve in writing the frequency of and script to be used during the outbound telephone contacts. The customer service call center requirements apply to outbound contacts. However, Contractor is liable for any violations of debt collection laws and regulations regardless of whether DPS approved of the messaging campaign and solicitation.
- 8. All telephone contacts made by Contractor must be recorded and logged on the Individual's account and must be made available to DPS. As part of Contractor monthly customer service call center reports, Contractor must provide DPS the number of outgoing telephone calls made by Contractor and response rate.

T. Customer Service

1. Contractor must use Generally Acceptable Accounting Principles (GAAP) for the accounting of surcharge and related cost compliance. Contractor must credit each Individual's DRP account within two days of receipt of the payment. Each surcharge requirement paid in full must be reported to DPS within 24 hours of Contractor's update to the Individual's account record, through the electronic means approved by DPS. Contractor is not required to report each installment payment to DPS, but is required to provide the initial notification that the Individual has established an installment agreement and the final compliance payment through the electronic means approved by DPS. In addition, under an authorized installment agreement Contractor must report any default that occurs during the payment agreement, the ability to reestablish an installment agreement and the remaining balance due for that specific surcharge requirement. The due date for installment payments will be every 30 days, and a ten day grace period is provided to ensure payments received on the thirtieth day are applied without incurring a default. The notifications required under installment agreements must be made to DPS within 24 hours of the update to the Individual record. Contractor must electronically forward confirmation of full compliance or default to DPS daily, between the hours of 12:00 p.m. and 9:30 p.m.
2. Contractor must accept money orders, cashier checks, personal checks, cash, credit cards/signature debit cards, and any wireless transfer methods Contractor elects to use for payments. Contractor can charge a fee to offset the cost of the acceptance of checks by phone or online at a rate of \$2.00 per transaction. In addition, Contractor can charge an additional fee for dishonored check transactions as approved by DPS in writing. The dishonored check fee may be considered Contractor costs.
3. Contractor must ensure that IVR and online applications facilitate the use of the DIR online portal.
4. All payments received by Contractor must be applied to the surcharge requirement in the order in which DPS submitted the surcharge requirements.
5. Partial payments must be applied to the State's portion of the surcharge first.
 - A. Contractor must send a written notice to any Individual submitting a partial payment as a Paid in Full (PIF). The notice must give the Individual an additional 30 days to comply before suspension action may be initiated. Contractor must provide an electronic image of the correspondence mailed and may not submit a default notice to DPS until the 30 days has expired. Contractor must keep an account in compliance status during the 30 day account hold period if the account is currently in a complied status. If an account is in a current default status, it will remain defaulted until a minimum installment payment is received or the balance is paid in full. The ten day grace period for installment payments applies to partial payments under this section.
 - B. Funds collected under DPS's DRP may not be co-mingled with Contractor fees or with any other funds collected for other Contractor clients.
 - C. If the remittance form provided by Contractor is returned with a payment, the money collected will be applied to the particular case identified on the remittance form. If the payment is in excess of the amount required on the particular remittance form, the additional funds will be applied as required under the original contract.

U. Installment Agreements

1. Contractor agrees to offer Individuals the opportunity to enter into installment agreements to comply with the provisions of DRP. Contractor must use GAAP for the accounting of surcharge installment agreement non-compliance. Contractor must electronically forward that an Individual has entered into an initial and reentry into an installment agreement, if defaulted, and default information to DPS daily.
2. Contractor agrees to provide the remaining balance on all installment agreement payment vouchers and allow the Customer to pay the remaining balance in full at any time during the installment agreement period.
3. Contractor agrees to accept installment agreements pursuant to guidelines established through the formal state rule making process and maintained in the Texas Administrative Code.
4. DPS will maintain a separate record for each surcharge requirement reported to Contractor. Contractor must keep each surcharge separate from any other previous, existing or anticipated surcharge requirement on the same Customer for purposes of the initial notification or any suspension letter. Prior to reporting all surcharge compliance, installment agreement, or default information to DPS, Contractor must compile the information as indicated in the RFO for each disposition being reported.
5. DPS and Contractor agree that an Individual has complied with the terms of the installment agreement if the partial payment received is within five dollars of the required minimum payment providing that the payment is timely received. Under this agreement, Contractor will not notify DPS of a default until such time that the last payment is made and the Individual has not fulfilled the entire monetary obligation. Default for failure to pay in full may be considered under the terms noted above in Section C, Statement of Work, and Acceptance of Surcharge Payments.
6. The State's portion must be applied to the account first in the event the payment received is less than the minimum amount required.

V. Remittance of Collected Surcharges

1. Contractor must comply with the requirements set forth by DPS regarding the remittance of collected surcharges. All collections will be transmitted to CPA the **first Monday** of each month as required by statute. Contractor will not deduct the commission rate and other fees from the total amount of surcharges collected prior to the transfer of the funds to CPA.
2. Contractor will not place a hold on any surcharge payments collected. Contractor must transfer the funds as required. If after transmitting the funds to CPA, Contractor receives notification that payment was not received due to insufficient funds, stop payment, or other such action by the Individual, Contractor must notify DPS to proceed with suspension action and Contractor must deduct the amount of such unpaid amount remitted to CPA from the following month's invoice payment.

3. In situations where the Individual has submitted payment in excess of the amount owed, Contractor agrees to transfer the excess to any other surcharge requirement owed by the same Individual. If the Individual does not have another outstanding surcharge account, Contractor agrees to enter the excess amount on the surcharge account and submit the funds to the state. Contractor must prepare and submit an overpayment report to DPS same time the current monthly invoice is submitted. Upon DPS's determination that the Individual has submitted an overpayment, Contractor must refund the overpayment including all related costs. If the overpayment is detected prior to the deposit to the State Treasury, Contractor must refund the amount required and note this on the monthly invoice report. If the overpayment is detected after the deposit to the State Treasury, Contractor must perform the refund and will be permitted to deduct the amount refunded from the following months' deposit to the State. This must also be noted in detail on the monthly invoice.
4. In situations where Contractor is unable to identify the payment received, an electronic image of the negotiable item will be sent to DPS for possible identification. If DPS is also unable to identify the item, Contractor must deposit the funds to the state.

W. Interface Development

1. Contractor must provide an automated interface to DPS to accept secure file transfers relating to surcharge collection process. This connection must be established by the parameters set by DPS and must be maintained at all times.
2. Contractor agrees to accept and transfer all data fields as specified in the RFO. In addition to the specified data fields, Contractor agrees to transfer the outstanding balance on all installment agreements in which Contractor is reporting a default to DPS and an additional identifier to respond to the type of case being transmitted.
3. DPS and Contractor agree to review the information transferred between the entities during the term of this Contract. At any time either party can request a change in the data fields transferred. If mutually agreed upon these changes will be accommodated. Due to changes in the driver license system, modifications might be required of the information transferred between DPS and Contractor. If such requirements occur, Contractor agrees to accept and transfer additional data fields.
4. Contractor must provide all necessary software and hardware components to fulfill all technical components of DRP.

X. DPS POLICIES AND PROCEDURES

1. Contractor must not deviate from DPS Policies in the provision of services without obtaining the prior written approval of DPS.
2. DPS will notify Contractor of all changes in, or additions to, such Policies and Procedures, after which time Contractor must comply with the DPS Policies and Procedures contained therein, unless DPS approves in writing a deviation from such DPS Policies and Procedures.
3. Contractor's written request for deviations from said DPS Policies and Procedures must originate from the Authorized Representative of Contractor or designee and must be forwarded

to the Contract Administrator. Contractor's written requests for deviation must contain language that details the specific deviation with reference to the policy number/procedure, section, paragraph, etc., as well as the justification for such deviation.

4. Unless a deviation from Contractor is specifically requested and approved in writing by DPS, Contractor must comply with DPS's Policies and Procedures. A Contract award will not imply approval of a Policy/Procedure deviation. Any deviations previously granted by DPS under a separate or previous contract do not apply to this Contract.

C.10 TRAINING PLAN

- A. Contractor must provide training on any and all proprietary software to DPS users. All training programs must be conducted by a person and at a location agreed upon by DPS. Training must be interactive with an emphasis on all appropriate development skills, and users must have the ability to ask questions of the trainer during the sessions. The schedule of training sessions must be coordinated with DPS's Contract Monitor. The requirements of the training programs are as follows:

1. Train-the-Trainer:

- a. The Train the Trainer training must be offered to selected DPS users to acquire the necessary information, skills, and proficiencies of the Solution to allow those users to train other typical DPS users how to use the DRP Solution to its fullest potential.
 - b. The training must include advanced user techniques, basic technical troubleshooting skills and serve side support.
 - c. It is estimated that eight DPS employees must receive training during the initial Contract Term and up to five DPS employees may receive training at Renewal Option Periods.
- B. Contractor must allow DPS to video record all training sessions or provide free additional training webinars as well as hard copy lesson plans at no additional cost to DPS for each training program so that DPS personnel who have already completed the live training have the ability to review and refresh their knowledge.

C.11 TRANSITION

A. Transition Plan/Procedures

1. **Example Transition Plan RFO Requirement**— Respondent must provide within its response an example of a Transition Plan for a 90-day transition period that will meet industry and best practice standards. A transition plan is a documented plan that describes the steps necessary to turn the project's product or service over to another business entity. The plan assures that all of the necessary steps for transitioning from one entity to another entity are identified and that each of these steps include representation of all those who have assignments or who are affected by the transition's outcomes.
2. **Transition Plan Contract Requirement**—Upon Contract award, Contractor, with the assistance of DPS, as part of the application maintenance and support requirements, must provide a detailed plan for transitioning (Transition Plan) all applications, data, software,

and documentation (Application Data), in whole or in part, to a subsequent contractor, DPS or other entity. Contractor must provide a hardcopy and a softcopy of the Transition Plan.

- a) Contractor must provide the Draft Transition Plan to DPS within 30 days of Contract award. See section entitled “Draft Transition Plan Contract Requirement.”
- b) Upon receipt of the Draft Transition Plan from Contractor, DPS will review it within 15 business days. DPS and Contractor must negotiate any issues, requirements or concerns in order to meet DPS’s transition needs prior to finalizing the Transition Plan.
- c) As a result of such discussion, Contractor must modify the Draft Transition Plan and return the Draft Transition Plan to DPS for review and written acceptance within 15 business days. Upon receipt of the updated Draft Transition Plan, DPS will have 15 business days to review it.
- d) This 15 business day cycle, at a maximum, will continue between DPS and Contractor until it is determined the Transition Plan achieves DPS’s satisfaction. Upon DPS’s approval, DPS will notify Contractor of its written acceptance of the Transition Plan and upon such written acceptance, the Transition Plan will be incorporated by reference into this Contract.

3. Draft Transition Plan Contract Requirement—Respondent must provide a Draft Transition Plan for a 90-day transition period that meets industry and best practice standards and must include, at a minimum, step by step processes, timelines, involved parties’ responsibilities, knowledge transfer, training and functional requirements to ensure that transition of all application data includes without limitation:

- a) Detail of all hardware (if applicable) and associated operating software requirements necessary to support all applications.
- b) Detail of all platform and development software necessary to support, maintain and administer all application test, application production, and application monitoring environments.
- c) Detail of all network hardware (if applicable) and software necessary to support, maintain and monitor all application test, application production, and application monitoring environments.
- d) Detail to ensure all Application Data can integrate with DPS or other identified entities’ systems using standard web services or provide API tools that can be incorporated into DPS or other identified entities’ applications or secure file transfer protocol with data encryption.

4. Updated Transition Plan Contract Requirement—Contractor must update the Transition Plan within 15 days following any enhancement services/work that alters the application or system design. Updates to the Transition Plan will follow the same DPS review and approval process as stated in the Transition Plan Contract Requirement section.

5. Transition Procedures—DPS will ensure cooperation on the part of any subsequent contractor, other entity or DPS personnel, depending on the entity to which DPS directs all

or part of this Contract will be transitioned; however, Contractor must maintain responsibilities for all tasks, deliverables and performance under this Contract during the transition period. At the end of the 90-day transition period, or earlier, depending on DPS approvals, the subsequent contractor, other entity or DPS will assume full responsibility for all tasks, deliverables and performance as directed by DPS.

- a) During this Contract term, additional updates to the Transition Plan may be required due to information, processes or issues that originally were not included or addressed in the Transition Plan. Updates to the Transition Plan will follow the same DPS review and approval process as stated in the Transition Plan Contract Requirement section.
- b) Knowledge transfer must occur over the entirety of the 90-day transition period. The knowledge transfer must take place by various methods as mutually agreed upon. Contractor must, at a minimum, coordinate and conduct two formal classroom training sessions at a location mutually agreed upon by DPS and Contractor. These sessions will focus on the specific Transition Plan requirements and any other tasks or activities identified by Contractor and DPS as needed to ensure a successful transition of technology necessary to continue applications operations. Training sessions will be completed no later than 60 days prior to the end of the transition period. Contractor, DPS and the subsequent contractor or other entity must meet a minimum of once per week to determine if further training or knowledge transfer is required.
- c) DPS will make the determination of when the transition is complete and will provide Contractor and the subsequent contractor or other entity with formal written acceptance indicating such transfer of responsibilities. The formal transfer of duties will be documented, in writing, through a contract amendment to include acceptance signatures from DPS, Contractor, and the subsequent contractor or other entity.
- d) Activation of the Transition Plan approved by DPS under these provisions (the beginning of the 90-day transition period), will begin on Contractor's receipt of written notification from DPS that this Contract, in whole or in part, is being transitioned. Contractor must comply with these provisions and the Transition Plan. Contractor's failure to comply with these provisions and Transition Plan will constitute a material breach of this Contract.

6. Data Export—Contractor must provide, upon written request by DPS, in the time frame requested by DPS, a data export that includes all data captured by Contractor or Contractor's System. The data will be exported as follows:

- a) Exported data records will be delivered in a set comma delimited (CSV) file.
- b) Each CSV file must be given a descriptive file name that may be used to determine the general type of its record contents (e.g., projects, grants, voucher distributions).
- c) Each CSV file must contain a header row that will consist of a comma delimited list of descriptive names which will be contained in the records below it.
- d) Contractor must deliver files and other artifacts that have been uploaded into the System on separate non-rewritable CD/DVD media or USB flash drives. The directory

structure and file names for these files will remain unaltered from their format and relative locations as they are stored on the server file System.

- e) After export, Contractor must perform a quality check to ensure the exported data is complete and accurate.
- f) Contractor must copy the CSV files containing the exported data to non-rewritable CD/DVD media or USB flash drives and deliver to DPS.

C.12 DPS PERSONNEL

C.12.1. DPS's Contract Administrator

- A. The Contract Administrator for administration of this Contract is Robin Thompson-Monroe, CTPM, CTCM.
- B. The telephone number for the Contract Administrator is 512 424-5145.
- C. The email address is robin.thompson-monroe@dps.texas.gov.

The Contract Administrator is responsible for the general administration of this Contract, negotiation of any changes, and issuance of written amendments to this Contract.

C.12.2 DPS's Contract Monitor

- A. The Contract Monitor for this Contract is Tim Preece.
- B. The telephone number for the Contract Monitor is 512-424-2953.
- C. The email address is timothy.preece@dps.texas.gov.

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

The Contract Monitor does not have the authority to alter Contractor's obligations or to amend this Contract in any way.

If DPS and Contractor agree to amend this Contract, DPS will issue a written amendment signed by the Director or his Deputy Directors.

C.12.3 DPS's Project Manager

- A. The Project Manager for this Contract is Eugene Coyne.
- B. The telephone number for the Project Manager is 512-424-5797.
- C. The email address is eugene.coyne@dps.texas.gov.

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

connected to the Contract. The Project Manager or a designated representative will meet with Contractor's Project Manager to discuss problems as they occur.

C.12.4 DPS's EPMO Project Manager

- A. The EPMO Project Manager for this Contract is Christopher Sawyer.
- B. The telephone number for the Project Manager is 512-424-6455.
- C. The email address is christopher.sawyer@dps.texas.gov.

DPS's EPMO Project Manager for this Contract is responsible for the overall management and coordination of certain project deliverables under this Contract.

C.13 SERVICE LEVEL STANDARDS & LIQUIDATED DAMAGES

- A. DPS reserves the right to assess liquidated damages (1) as set out in Service Level Standards or (2) if Contractor misses the deadline for each deliverable or Change Order Plan, with such deadlines designated in this Contract or the deployment of Change Order Plans under Section C of this Contract. The parties acknowledge that the harm that will be caused to DPS by such a delay is difficult to estimate; however, the amount of liquidated damages listed in this Section is a reasonable estimate and is enforceable.
 - 1. Contractor must maintain optimal performance 24 hours per day, seven days per week, and 365 days per year.
 - 2. If Contractor fails to achieve the Service Level Standards for certain services, Contractor acknowledges that DPS will be damaged by such failure. The precise amount of such damages, if any, would be difficult to ascertain. Contractor agrees that in the event of such failure, DPS may elect to receive liquidated damages from Contractor as set forth in this Section.
 - 3. The reports provided by Contractor and audit findings by DPS will be used, but may not necessarily be the sole source, to determine whether Contractor has met the Service Level Standards required by this agreement. Service levels will be reviewed on a monthly basis.
 - 4. The liquidated damages based on the Service Level Standards will be proportionate with the non-compliant activity as set forth in this Section and will be determined on a monthly basis. In determining liquidated damages, DPS will round the percentages to the nearest hundredth of a percent. For example, .0557 will be rounded to .06 and .0547 will be rounded to .05.
 - 5. Contractor must remit the liquidated damages to DPS within 14 days of the date of DPS's notice of liquidated damages.
 - 6. Contractor is not responsible and liquidated damages may not be assessed due to any delay caused by schedule amendments requested by DPS, delays as the result of activity that is the responsibility of DPS project team, or delays that DPS deems were outside the control of Contractor.

7. Contractor is responsible for notifying DPS's Project Manager, in writing, of any delays caused by DPS personnel. Contractor must submit documentation within five days of the occurrence that reflects the date and nature of the delay.

#	Contract Requirement	Service Level Standard	Measurement Period	Measurement Assessment	Liquidated Damages
1	Full implementation of the DRP before 02/28/2019. Contractor must also meet all technical requirements of the DRP.	DPS Final DRP Solution Acceptance	Kickoff through final acceptance	DPS approval obtained on Final Acceptance	DPS may assess \$10,000 per day for each day beyond 02/28/2019 for which the DRP Solution is not fully implemented, or all technical requirements are not met.
2	Contractor will mail the initial notification letter.	Initial notification letter will be mailed by the Contractor within three days.	Ongoing	Each incident of non-compliance per Contract requirement	\$10,000 for each .01% of the total cases in which the initial notification letter was not mailed by the third day.
3	Processing of payments	Payments must be processed within two business days.	Ongoing	Each incident of non-compliance per Contract requirement	\$10,000 for each .07% of the total cases in which payment is not processed per Contract requirements.
4	Processing of payments affecting driving status	Payments affecting driving status must be reported to DPS within one business day of processing.	Ongoing	Each incident of non-compliance per Contract requirement	\$10,000 for each .07% of the total cases in which payments were not reported per Contract requirements.
5	Average monthly delay time for calls received in the Customer Service Center	Contractor will adhere to a four minute average monthly delay time.	Ongoing	Each incident of non-compliance per Contract requirement	\$10,000 for every ten seconds over the four minute average monthly delay time
6	Response to correspondence	Contractor must respond to correspondence within five business days.	Ongoing	Each incident of non-compliance per Contract requirement	\$500 for each 1% of daily correspondence that is not responded to within the required time
7	Percentage of Contractor's customer service staff must be fluent in Spanish	30% of the customer service staff must be fluent in Spanish.	Ongoing	Each incident of non-compliance per Contract requirement	\$10,000 for each day in which less than 30% of the customer service staff is fluent in Spanish

8	Contractor shall not have significant deficiencies identified in reduction programs, programming updates, business continuity/disaster recovery, business procedures, or any other areas.	Significant deficiencies will be identified by DPS audit procedures, Contractor audit procedures, or any other source that identifies the deficiency.	Ongoing	Each incident of non-compliance per Contract requirement	\$10,000 per occurrence of significant deficiency found as a result of an audit or any other source.
9	Problem and issue reporting	Contractor will contact DPS as soon as they become aware, but no later than four hours of, any problem affecting DRP. This reporting requirement includes computer system failures or maintenance downtime, interfacing problems, or staffing issues to the extent that work process is slowed to below acceptable requirements listed in this Contract.	Ongoing	Each incident of non-compliance per Contract requirement	\$10,000 when notification time exceeds four hours from the time the Contractor becomes aware of the issue affecting DRP

- B. Contractor will not be responsible and liquidated damages may not be assessed due to any delay caused by schedule amendments requested by DPS, delays as the result of activity that is the responsibility of DPS's Project Team, as long as Contractor timely files its deficiency report as required by the section entitled "Rolling Estoppel" or delays that DPS deems were outside the control of Contractor. The burden of proof that the delay is attributable to DPS rests with Contractor.
- C. Any liquidated damages assessed under this Contract may, at DPS's option, be deducted from any payments due to Contractor. DPS has the right to offset any liquidated damages payable to DPS, as specified above, against any payments due to Contractor. If insufficient payments are available to offset such liquidated damages, then Contractor must pay to DPS any remaining liquidated damages within 15 days following receipt of written notice of the amount due.

C.14 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PARTICIPATION

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

C.15 INSURANCE REQUIRED UNDER THIS CONTRACT

In its response, Respondent must provide a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified. Respondent should also describe other insurance coverage maintained by Respondent in the ordinary course of business and provide proof of same in its response. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance. DPS and the State of Texas do not accept "self-insurance" coverage.

The awarded Contractor is required, within five business days of Notice of Award, to provide DPS with current certificates of insurance or other proof acceptable to DPS. Failure to submit acceptable proof of insurance within such time period may result in DPS's revocation of the award. Contractor must maintain the required insurance during the initial term and any optional renewal period exercised. Contractor is responsible for ensuring its subcontractors' compliance with all insurance requirements.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Workers' Compensation</i>	Statutory Limits for the State of Texas or for any state Contractor's employee resides in
<i>Employer's Liability</i> Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
<i>Commercial General Liability</i> (occurrence based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented \$5,000 Medical Payments
<i>Automobile Liability</i> All Owned, Hired and Non-Owned Vehicles	\$1,000,000 Combined Single Limit (for each accident)
<i>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence
<i>Commercial Crime</i>	\$50,000 Each Occurrence
<i>Cyber</i>	<p>Sufficient coverage to cover any and all losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Contractor under or as a result of this Contract. This includes response required Tex. Bus. & Com. Code Chapter 521.</p> <p>DPS may, in its sole discretion, confer with the Texas Department of Insurance to review the coverage submitted prior to approving it as acceptable under this Contract. If reasonably necessary to protect the State of Texas, Contractor must obtain modified coverage within ten days of Contractor's receipt of DPS's request.</p>

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to DPS. All required insurance contracts must: (1) be written on a primary and non-contributory basis with any other insurance coverages Respondent currently has in place; and (2) include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers compensation and professional liability must name the Department of Public Safety of the State of Texas and its board, officers, employees, and agents as additional insureds.

Contractor must:

- A. provide all required written documentation under this section to the Contract Administrator;
- B. ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under this Contract;
- C. ensure (and represents by executing a Contract) that all required policies contain endorsements prohibiting cancellation except upon at least 30 days' advanced written notice to DPS. The certificates of insurance must be addressed to the Department of Public Safety of the State of Texas as the certificate holder.
- D. deliver all copies of changes to insurance coverage (including extensions, renewals, cancellations, and revisions) at least ten days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

Contractor must ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision(s), are underwritten by contractual liability coverage sufficient to include Contractor's obligations under the Contract.

Contractor's insurance policies will provide coverage for Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under this Contract.

C.16 BONDING REQUIRED UNDER THIS CONTRACT

Contractor must maintain at least \$100,000 in a satisfactory blanket employee fidelity bond for the purpose of protecting DPS against any loss or failure of Contractor or any of its officers, employees, or agents to transmit the money collected as required by this Contract. Within ten business days of the effective date of this Contract, Contractor must provide DPS with proof of bonding. Contractor must provide DPS notice of any cancellation of any bond within three business days of any cancellation.

C.17 CRIMINAL HISTORY BACKGROUND CHECK

- A. Contractor's project personnel must submit to a fingerprint-based Criminal History Background Investigation, if required by DPS at Contractor's expense. To facilitate this Criminal History Background Investigation, each person must complete DPS's Vendor Background Information form (HR-22), which will be provided by DPS.
- B. If required under this Contract, Contractor must not allow personnel who have not submitted to and successfully completed DPS's fingerprint-based Criminal History Background Investigation and who do not otherwise maintain a DPS security clearance to work on this Contract. DPS has the right to prevent Contractor's personnel from gaining access to DPS's building(s) and computer systems if DPS determines that such personnel do not pass the background check or fail to otherwise maintain DPS security clearance.

- C. When required, Contractor's Project Manager will provide the following to DPS's Project Manager within ten days of executing this Contract:
 - a) the completed Vendor Background Information form (HR-22) for all proposed personnel; and
 - b) Acceptable fingerprints for all proposed personnel.
- D. Throughout the term of this Contract, DPS may require Contractor personnel to submit to an annual DPS fingerprinted-based Criminal History Background Investigation to DPS.
- E. Throughout the term of this Contract, Contractor must promptly notify DPS of any activity or action by Contractor's personnel that may affect that individual's ability to continue to work under this Contract.

C.18 EPMO STANDARDS AND REQUIREMENTS FOR DELIVERABLES

C.18.1 EPMO STANDARDS

Contractor must comply with the DPS standards and requirements for deliverables during project implementation as they are outlined by DPS's Enterprise Project Management Office (EPMO). EPMO is responsible for agency oversight of enterprise projects. This includes the EPMO project change control process which manages changes in scope, resources, or budget.

Contractor's systems must comply with DPS standards and requirements and deliverables when there is a need to migrate from a Contractor-hosted infrastructure to a DPS-hosted infrastructure.

EPMO follows the Project Management Body of Knowledge (PMBOK), which is the global standard for project management.

The documents listed below, and any other documents requested by DPS must be delivered to the EPMO Project Manager during project implementation upon Contract award.

All documents Contractor delivers to DPS will be reviewed and approved by the Project Manager and the EPMO Project Manager. All documents must be updated throughout the project lifecycle and must be provided to DPS on demand. Before final acceptance of the system, Contractor must provide the final version of all deliverables.

Contractor must host, at a minimum, a weekly team status meeting and provide meeting minutes within 12 hours of the meeting unless a different frequency is agreed upon in writing.

Contractor must provide a weekly status report by Thursday at 5 p.m. central time and prior to any holiday unless a different frequency is agreed upon in writing. The weekly status report must include the project accomplishments, issues, goals for next week, project milestones, and identified risks with a mitigation plan.

C.18.2 EPMO DELIVERABLES DURING THE PLANNING PHASE

The planning phase involves creating of a set of plans to help guide the project through the execution and close out phases of the project. The plans created during this phase will manage time, cost, quality, change, risk and issues.

Contractor must conduct, within ten business days from contract award, a project kickoff meeting that is the first meeting held with stakeholders and team members to define the project deliverables and activities.

Contractor must, during the planning phase of the project, provide the deliverables described in this section within the time frame specified in the project schedule.

The project schedule must be created in Microsoft Project 2013 (Project Schedule). It must contain all of the information listed below and determine the duration of project activities necessary for DPS and Contractor to complete the project from the planning phase to closeout.

The Project Schedule is a work-in-progress document and must be updated and maintained by Contractor weekly. The Project Schedule and project plan must be delivered within ten business days of the project kickoff meeting, and must include all identified and agreed upon deliverables in writing.

- Project Schedule—This schedule defines the timeline for the project and must include the following details:
 - Revision date of Project Schedule
 - A detailed list of tasks
 - All key project deliverables
 - Ownership of task (listing the resource(s) that will address each task)
 - An estimate of the amount of work for each task in hours
 - An estimate of the duration of time (from start to finish) for each task in days
 - Resources assigned to each task
 - Projected start and finish dates for each task
 - Dependencies between tasks
 - Dependencies on external entities
 - Project milestones indicators
- Project Plan—This document defines the plan to carry out the project and must contain the following information and must include all identified and agreed upon deliverables in writing.
 - Approach for Discovery and Design
 - Implementation Methodology
 - Project Overview Description
 - Roles and Responsibilities Matrix that identifies who is responsible, accountable, consulted, informed and approver for all project deliverables
 - Communication Plan that defines how communication will be conducted, with who, when and how often.
 - Escalation Plan that defines the process for informing leadership
 - Milestone Schedule
 - Project Assumptions, Project Dependencies and Project Constraints

- Requirements Development and Management Plan, which describes how the work of requirements development and management will be conducted for a specific program or project.
 - Defect Management Plan including how defects/issues will be tracked and escalated
 - Risk Management Plan that includes Risk Identification, Risk Assessment, Risk Mitigation Plan, Risk Mitigation Implementation, Monitor and Control
 - As a supporting document to the Risk Management Plan, a Risk Register must be provided which includes a list of all the risks, date risk raised, description of risk, importance of risk (high, medium, minor based on probability), owner of the risk, status of the risk, description of the status, description of the mitigation, date of closure, reason for closure
 - Quality Management Plan that identifies how quality expectations and measurements for the project will be met
 - Training Plan that identifies the plan for training the resources affected by the project, level of training provided, audiences, high level schedule
 - Implementation Plan that identifies steps for putting the project end result into production
 - Operations and Transition Plan that identifies the transition of knowledge for the project or product to the operations or support team. Include activities and timelines for transferring the knowledge to the appropriate support teams.
 - Project Close Out that identifies the process or activities associated with finalizing the hand off of the project deliverables to the business team and completing the administrative aspects of closing the project.
- Business Requirements Document (BRD) that identifies and details the business requirements and provides a Gap Analysis.
 - Software Requirements Specification (SRS) that describes the software system to be developed.
 - Requirements Development and Management Plan that describes how the work of requirements development and management will be conducted for a specific program or project.
 - Functional Specification (FS) document that details system functionality for all COTS solutions.
 - System Design Description that explains the technical architecture design and includes the following:
 - Interface Control Document (ICD) that identifies the system interfaces
 - Network/Architecture Diagram (NAD) that documents the system architecture and network layers
 - Platform Specification (PS) document that identifies third party hardware and software for servers being delivered to DPS or placed in DPS's Data Center
 - Data Migration Plan that includes data file definitions/data dictionary and details the process for transferring data between computer storage types or file formats.
 - Configuration Document that details all configuration changes made to the software application or hardware.

C.18.3 EPMO DELIVERABLES DURING THE EXECUTION PHASE

The execution phase involves execution of the work, outputs, and deliverables of the project. The execution phase is where the project activities are completed, project deliverables are produced and delivered to DPS.

Contractor must provide to the EPMO Project Manager within five business days of entering this phase, which is identified in the Project Schedule, updates to the documents listed below. Changes to deliverables listed below are subject to the EPMO Project Change Control Process.

- Project Plan
- Project Schedule
- BRD and SRS
- Requirements Development and Management Plan
- SDD
- Data Migration Plan
- Configuration Document

Contractor must provide to the EPMO Project Manager within five business days of entering this phase, which is identified in the Project Schedule, the following documents.

- Training Plan detailing the outline of who will deliver training and when and where the training will occur. It must include training material and tools used to provide training.
- UAT detailing the testing required for real scenarios, according to specifications.
- Pilot Plan that details the feasibility study or experimental trial of the project. The Pilot Plan will be conducted on a smaller-scale, for a shorter period of time to allow DPS to learn how the project might work in practice.
- Go-Live Plan that details the first day the system will be in production.
- Implementation Plan that details the execution of the system to include the method, design, model, specification, standard, or policy for implementing the system.
- Validation Plan that defines how the system was tested and the results of the testing.
- Rollback Plan that defines the plan and process to return to the original state before the system was put into production.
- Release Notes that define any updates or changes to the system.
- Operations Support Manual that defines the operating procedures for DPS.

C.18.3 EPMO DELIVERABLES DURING THE CLOSEOUT PHASE

The closeout phase is where the EPMO Project Manager will accept the final deliverables and the Project Manager will provide final acceptance of the system. Acceptance is based upon the success criteria defined in the planning phase of the project.

Contractor must provide to the EPMO Project Manager within five business days of entering this phase, which is identified in the schedule, the documents listed below.

- Lessons Learned
 - Details the knowledge gained during the project and reflects how the events were addressed or should be addressed in the future with the purpose of improving future performance.
- List of outstanding items that detail activities that will be carried out at a later date
- List of all project defects identified during the project phases and closed

- Final Acceptance Form, Exhibit number G.4, which is the formal acceptance of the completed project

C.19 CYBER SECURITY CONTRACT REQUIREMENTS

Contractor must comply with the requirements found in Exhibit G.5, Cyber Security Contract Requirements and Cloud Security Alliance (CSA) Cloud Control Matrix (Exhibit G.12).

C.20 INFORMATION TECHNOLOGY STANDARDS AND REQUIREMENTS

Contractor must comply with the requirements found in Exhibit G.6, DPS Information Technology (IT) Standards and Requirements.

SECTION D—CONTRACT COMPLIANCE REPORTS AND DATA

Contractor must submit the reports and all additional Contractor documentation requirements in this section during the course of this Contract. These deliverables may be revised or additional ones may be required at DPS's sole discretion.

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY	DPS PERSONNEL TO RECEIVE REPORT
Monthly	Fifth business day to Contract Administrator	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report	Contract, Exhibit G.1	Contract Administrator and HUB Coordinator
Other	Prior to Execution of Contract and upon renewal or replacement	Insurance Requirements	Contract, Section C.15 and if Cyber is required Exhibit G.5, Cyber Security Contract Standards, Section 2	Contract Administrator
Annual	Prior to Execution of Contract and again within 120 days after the end of Contractor's fiscal year	Financial Rating Reports	Contract, Sections B.1.2	Contract Administrator
Monthly	Monthly	Invoicing – Specific to the Contract		APInvoices@dps.texas.gov with a copy to Contract Monitor
Daily	As needed	Status report		Contract Monitor
Daily	As needed	Incentive report		Contract Monitor
May be daily	As needed	Program changes review report		Contract Monitor
Daily	As needed	1527 and suppressed account report		Contract Monitor
As needed	As needed	Ad hoc reports		Contract Monitor
Weekly on Friday	Friday	DRP dashboard (statistical breakdown)		Contract Monitor
Weekly on Friday	Friday	NCOA tracker		Contract Monitor
Weekly on Friday	Friday	Correspondence files		Contract Monitor
Weekly on Friday	Friday	Cash journals		Contract Monitor
Monthly	5th business day	Invoice summary		Contract Monitor

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY	DPS PERSONNEL TO RECEIVE REPORT
Monthly	5th business day	Overpayment report		Contract Monitor
Monthly	5th business day	TXDPS 2018 MONTH - Check request log - cc		Contract Monitor
Monthly	5th business day	TXDPS 2018MONTH - Check request log - current month		Contract Monitor
Monthly	5th business day	TXDPS 2018 MONTH - Check request log - previous month		Contract Monitor
Monthly	5th business day	TXDPS 2018 MONTH - Daily Mail Payment Tracker		Contract Monitor
Monthly	5th business day	TXDPS 2018 MONTH - Dantom Audit		Contract Monitor
Monthly	5th business day	TXDPS 2018 MONTH - Deposit Tracker		Contract Monitor
Monthly	5th business day	TXDPS 2018 MONTH - Indigence Incentive Stats		Contract Monitor
Monthly	5th business day	TXDPS 2018 MONTH - Invoice Summary		Contract Monitor
Monthly	5th business day	TXDPS 2018 MONTH - Invoice summary (DPS)		Contract Monitor
Monthly	5th business day	TX DPS 2018 MONTH - Monthly Correspondence Log		Contract Monitor
Monthly	5th business day	TXDPS 2018 Month - NOTE FILE OVERVIEW		Contract Monitor
Monthly	5th business day	TXDPS 2018 MONTH - SLA report		Contract Monitor
Monthly	5th business day	TX DPS 2018 MONTH - vChk & CC Stats		Contract Monitor
Monthly	5th business day	TXDPS End of Month SLA report		Contract Monitor
Monthly	5th business day	MSB Employees in DRP report		Contract Monitor
Monthly	5th business day	TXDPS OP Validation Summary		Contract Monitor
Monthly	5th business day	TXDPS Monthly Cash Journals		Contract Monitor
Monthly	5th business day	Monthly deposit slip		Contract Monitor
Monthly	5th business day	Monthly court		Contract Monitor

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY	DPS PERSONNEL TO RECEIVE REPORT
		ordered indigence report		
Monthly	5th business day	Monthly DPS Indigence- Incentive write off report		Contract Monitor
Monthly	5th business day	Monthly balance adjustment tracker		Contract Monitor
Bi-annual	5th business day	Internal audit		Contract Monitor
Weekly	As requested	Refunds to individual overpayments	Section C.6	Contract Monitor
Monthly	5 th business day	Report all outbound services calls	Section C.6	Contract Monitor
Monthly	5 th business day	Report classification of calls by language and type	Sectoin C.6	Contractor Monitor

SECTION E—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS

E.1 RESPONSE PREPARATION INSTRUCTIONS

Purpose of Instructions

- A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of Respondent's response.
- B. Respondent must be available 24 hours a day, seven days a week to provide clarification responses or attend requested meetings or demonstrations throughout the solicitation evaluation phase.
- C. Responses must be prepared in accordance with these instructions providing all required information in the format specified.
- D. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for disqualification of the response from further consideration unless stated otherwise within this solicitation.

Submission of responses

- A. Responses will be typed or printed using a sans serif 12-point font (such as Arial or Helvetica) on standard letter paper (8-1/2" x 11") (except for graphic information being requested). Respondent's response must be paginated, contain a full table of contents, and have component sections clearly identified by tabs.
- B. Sealed responses must be received by DPS no later than the deadline established and submitted to:

Department of Public Safety
Procurement and Contract Services
5805 North Lamar Boulevard, Building A
Austin, Texas 78752
Attention: Purchaser, CTPM
Solicitation No. 405-18-R129702

- C. Respondent must ensure that its response is clearly labeled on the outside of the package(s). If a delivery service is used that prohibits such markings on the outside of the package, this information must be placed in plain view on the outside of an interior envelope or package.
- D. Respondent must submit each volume in one unbound original (suitable for photocopying) with five additional bound copies and a non-rewritable CD/DVD or USB flash drives.
- E. Responses will demonstrate that Respondent's operations conform to applicable State and Federal Standards and DPS Policies and Standards.

- F. Respondent must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, including Respondent's policies, procedures, and post orders for which no deviation to DPS Policy is being requested, and other similar documents will not be submitted.

E.2 AMENDMENTS TO THE SOLICITATION

- A. If this solicitation is amended all terms and conditions which are not modified remain unchanged.
- B. Respondents must acknowledge receipt of all amendment(s) to this solicitation by signing and returning the amendment(s), identifying the amendment number and date in the space provided for this purpose on the form for submitting a response or by letter.
- C. Respondent must submit the acknowledgement to DPS by the time specified for receipt of responses.
- D. Failure to acknowledge amendment(s) by Respondent may subject its response to rejection.

E.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES

- A. Responses will be time stamped at the office designated in the solicitation on or before the date and time on Page 1 of this solicitation.
- B. Any response received at the designated location after the specified date and time will not be considered.
- C. Responses cannot be altered, amended or modified by email, fax or otherwise after closing date and time.
- D. Alterations made before closing time will be initialed by Respondent or its authorized representative.
- E. No responses can be withdrawn after closing date and time without approval by DPS. Should a Respondent, after closing time, request its response be withdrawn, the request must be made in writing.

E.4 SIGNATURES ON RESPONSE SUBMITTED

- A. Responses from a partnership will be signed in the firm name by at least one general partner or in the firm name by an Attorney-in-fact.
- B. Responses signed by an Attorney-in-fact, will include a Power of Attorney evidencing the authority to sign response, dated and executed by all partners in the firm.
- C. Responses from a corporation will have the correct corporate name thereon and the signature of an authorized officer of the corporation.

- D. The title of office held by the person signing for the corporation will appear below the signature of the officer.
- E. Responses from an individual doing business under a firm or fictitious name will be signed in the same name of the individual doing business under the proper firm name.
- F. Joint venture responses will 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 with authority to bind the joint venture.

E.5 RESPONSE ACCEPTANCE PERIOD

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

E.6 CONTRACT AWARD

- A. DPS may award one Contract resulting from this solicitation to the responsible Respondent, whose response, meeting or exceeding specifications and will be most advantageous to DPS, cost or price and other factors, specified elsewhere in this solicitation, will be considered.
- B. A written award or acceptance of Response mailed or otherwise furnished to successful Respondent(s) within the time for acceptance specified in the response will result in a binding contract without further action by either party.

E.7 DPS'S RIGHTS

- A. DPS reserves the right to waive, change, add or delete any terms or conditions of this solicitation.
- B. DPS may:
 - 1. reject any or all responses if such action is in the public interest;
 - 2. accept other than the lowest priced response; and
 - 3. waive minor informalities and minor irregularities in responses received.
- C. Waiver of deviations in any response will not constitute a modification of this solicitation and will not preclude DPS from asserting all rights against the Respondent for failure to fully comply with all terms and conditions of this solicitation. Copyrighted responses are unacceptable and are subject to disqualification as non-responsive. DPS reserves the right to make any corrections or include additional requirements in the resulting contract prior to issuance which are necessary for DPS's compliance, as an agency of the State of Texas, with all state and federal requirements. DPS reserves the right to disqualify any response which asserts any copyright on any DPS-created form

which is specifically designated by this solicitation to be a form that will be completed and included in a response submitted in response to this solicitation.

- D. DPS reserves the right to reject any one response or all responses or portions of responses submitted in response to this solicitation.
- E. The submission of a response has the effect of waiving proprietary rights or confidentiality.
- F. All responses and any content provided by the Respondent are considered the property of DPS for use for the life of any resulting contract as determined by DPS with respect to the scope of the project.
- G. DPS reserves the right to use for its benefit ideas contained in the responses submitted.
- H. DPS is not liable for any costs or damages that may be incurred by respondents or prospective contractors in the preparation, formulation, or presentation of a response.
- I. In case of ambiguity or lack of clarity, DPS may adopt such interpretations as may be advantageous to DPS.
- J. Upon review of responses, DPS may select the Respondent's response(s) most advantageous to DPS, in its judgment, with whom to negotiate a final definitive contract(s).
- K. Such determination will be solely at the discretion of DPS. All representations made by DPS are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, DPS, or the Public Safety Commission.
- L. DPS reserves the right to withdraw this solicitation at any time for any reason.
- M. DPS reserves the right to award no contract and to solicit additional responses at a later time.
- N. DPS incurs no obligation regarding this solicitation unless and until a contract is fully executed by the parties. However, all responses received by DPS will remain confidential until the evaluation process is complete.
- O. DPS will not hold a public response closing event.

E.8 RESPONSE SUBMISSION INSTRUCTIONS

E.8.1 Volume One – Contract Forms and Required Response Information

This section will contain the following completed contract sections (on original forms) with original signatures, where applicable:

- A. Solicitation, Page 1 (with amendment(s) noted on this page or signed amendment(s) attached to this form);

- B. Information and Certifications Form
- C. Financial Rating and Solvency Information;
- D. The name and address of Respondent's insurance carrier(s), along with a statement of liability from the carrier(s) issuing the policies saying that such policies are available to Respondent. For the purpose of responding to this solicitation, Respondent will not be required to purchase insurance, but must show the ability to provide such insurance as specified in the section entitled "Insurance Requirements," if Respondent's response is selected.
- E. A Redacted Solicitation and Contract response if applicable;
- F. Exhibit G.8, Direct Deposit Authorization Form, completed if choosing direct deposit as a possible payment option;
- G. Exhibit G.9 , Request for Taxpayer Identification Number and Certifications (W-9);
- H. Exhibit G.7, Texas Application for Payee Identification Number;
- I. Documentation from the appropriate state entity that indicates that Respondent is properly certified to conduct business in the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Good Standing from the Comptroller of Public Accounts).

E.8.2 Volume Two – Information Section

- A. Cover Page: List name and address of Respondent, date of response, solicitation identifier, and signature of authorized official.
- B. Introduction: Clear expression of who Respondent is, to include an outline of organizational capabilities, goals, project management process approach, business process management design, other previous accolades, and a listing of all subcontractors.
- C. Information Sheet: Including all information required of Respondent and any subcontractors.
 - 1. Name and address (including telephone number) of Respondent and all subcontractors.
 - 2. Business form of Respondent and its subcontractors (e.g., corporation, partnership).
 - 3. Date and state of incorporation.
 - 4. Names and addresses of principal officers, directors, or partners.
 - 5. A résumé of key personnel who will be providing services in any resulting contract, both Respondent and subcontractor employees. These résumés should include the percentage of time each person will dedicate to any resulting contract. The response will include key project personnel as follows:
 - a. Demonstrated experience in providing the services requested in this solicitation for each key project personnel.

- b. Résumés for key personnel assigned to any resulting contract will include: project management experience, supervisory experience, business process experience, application languages, hardware installation abilities, software upgrade experience, programming skills/abilities, data formats for each qualifying project.
 - 1) Name
 - 2) Title (current)
 - 3) Education
 - 4) Experience related to projects the staff member was directly involved in:
 - 5) Project(s) Scope
 - a) Role
 - b) Related specific technical qualification experience
 - c) Start and completion dates (must include MM/DD/20YY)
 - d) Specific work to be performed or deliverables to be provided under this Contract.
- D. Respondent must identify and provide in its response a minimum of three references relating to past contracts or projects that are similar in size and scope. Respondent must provide, at a minimum, the name, email address, phone number, and title for each reference provided. Additionally, Respondent must provide project begin and end dates, brief descriptions of deliverables, overall costs, and scope of work performed.
- E. Organizational, biographical, and Financial Rating information for the Respondent and all third-party / subcontractors proposed to fulfill service requirements.
- F. Project Schedule and Plan: A plan detailing how Respondent must have fully implemented the services with Respondent's response and subsequently provide support of these services.
- G. The Respondent must specifically address, within its response, the following requests for information as detailed throughout this solicitation. DPS has endeavored to include a complete listing of such submittal requests; however, in the event DPS omitted a requirement, Respondent is responsible for ensuring that all such information is included within its response.
 - 1. B.1.2 Financial Ratings
 - 2. B.4.1 Initial Contract Term Pricing
 - 3. B.4.2 Optional Renewal Period Pricing Schedule
 - 4. C.3 Project Plan and Schedule
 - 5. C.4 Communications Plan
 - 6. C.5 Implementation Plan
 - 7. C.6 Deliverables
 - 8. C.8 Minimum Requirements
 - 9. C.10 Training Plan
 - 10. C.15 Insurance
 - 11. E.8.2.D References
 - 12. E.8.2.I VPAT
 - 13. Exhibit G.1 HSP

14. Exhibit G.5 Cyber Security Contract Requirements, Sections 3 and 13
 15. Exhibit G.6 IT Standards and Requirements, Sections 2, 3, 5, and 6
 16. All required submittals under Section E.8.1, Contract Forms and Required Response Information and this Section E.8.2, Information Section.
- H. Respondent is encouraged to provide a response narrative for each section and subsection, in the format in which requirements are presented, in sufficient detail to clearly demonstrate Respondent's compliance with all requirements of this solicitation, both technical and administrative. Supplemental justification or documentation can be provided as attachments. Respondent must ensure that all material submitted should be directly pertinent to the requirements of this solicitation and will be formatted as to the specific requirement as delineated in this solicitation.
- I. Respondent must provide documentation of voluntary product accessibility template (VPAT) and Section 508 compliance for all components of the proposed goods or services as stated in 1 Tex. Admin. Code Chapter 213 and 1 Tex. Admin. Code Chapter 206 as per the section entitled "Electronic and Information Resources Accessibility Standards." VPAT is a vendor-generated statement (using the required template) that provides relevant information on how a vendor's product or service claims to conform to the Section 508 Standards.
- J. **Assumptions.** No assumptions should be included in a response. All issues or questions that might be advanced or addressed by way of assumption should be submitted to DPS. *The inclusion of assumptions in a proposal may result in a Respondent not being awarded a contract.*
- K. **Exceptions.** No exceptions should be included in a response. Respondent is encouraged, in lieu of including exceptions in its response, to address all issues that might be advanced by way of exception by submitting questions to DPS during the question and answer period. Respondent must identify any exception it takes to the solicitation for which it requests approval.

For every instance where Respondent does not propose to comply or agree to a requirement or term in this solicitation, Respondent must clearly identify the specific section and language to which it takes exception, propose specific alternative language, and describe its reasoning for requesting the exception. Respondent must provide this information in the format prescribed by DPS. Respondent waives a requested exception if the exception deviates in any way from these requirements or the specific exception is not submitted with Respondent's response. DPS will not consider any exception that does not meet these requirements and the exception will be rejected without consideration.

A Respondent that takes any exceptions may result in its response being disqualified and deemed non-responsive to the solicitation. In this event, DPS will remove Respondent's response from further consideration. Additionally, DPS is prohibited by law from accepting certain exceptions, such as indemnifying vendors. This is another reason why DPS strongly discourages Respondents from submitting exceptions.

E.8.3 Volume Three – HUB Subcontracting Plan

Respondent must provide a completed HSP as required per Exhibit G.1

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

E.8.4 Volume Four – Cost and Pricing Response

Respondent must provide updated pricing schedules in the exact format noted in this solicitation.

NOTE: Respondent may offer alternate or additional services, but must provide such offered services within the same format as detailed in this solicitation.

E.9 DEMONSTRATIONS

At the discretion of DPS, selected Respondents may be invited to provide a product or service demonstration at DPS's headquarters located in Austin, Texas. Respondent's representative attending the demonstration must be technically qualified to respond to questions related to the proposed services, its components and implementation processes. All costs associated with participation in the demonstration are Respondent's responsibility. DPS may provide the Respondent(s) with data connectors(s), internet connection, video conferencing capability (WebEx), a meeting room, and power outlets.

E.10 DISCUSSION AND CORRESPONDENCE

- A. All communications and questions concerning this solicitation, including any of a technical nature, will be made in writing only to:

Robin Thompson-Monroe, CTPM, Contract Administrator
DPS
Procurement and Contract Services
5805 North Lamar Blvd., Bldg. A
Austin, Texas 78752
Email: robin.thompson-monroe@dps.texas.gov

- B. Written responses to the questions will then be provided to all parties requesting copies of this solicitation through DPS's Procurement and Contract Services Bureau.
- C. Respondent should rely only on the written information provided in this manner. Respondent is specifically cautioned against relying on any oral information.
- D. All respondents are specifically barred from making contact with any DPS personnel involved in this solicitation for the purpose of discussing its responses.
- E. Respondent may; however, seek clarifications of the solicitation through the written process described above.

- F. Respondent is reminded that 06/29/2018 at 3:00 P.M. Central Time is the last day to submit written questions for clarification by DPS.
- G. The responsiveness of each response will be evaluated upon the written instructions provided by throughout this solicitation and as described in Section F, Evaluation Criteria.
- H. Unauthorized contacts with DPS personnel by any Respondent may result in Respondent's response being rejected in its entirety.

E.11 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT

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

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

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

If Respondent's response contains any information which Respondent claims is confidential and not subject to release under the PIA, Respondent must prepare and deliver to DPS four non-rewritable CDs/DVDs or USB flash drives containing the following information:

1. Two non-rewritable CDs/DVDs or USB flash drives containing complete copies of all of Respondent's submissions under this solicitation. Respondent must mark these "Complete Response Documents, [Respondent's Name], [DPS] SOLICITATION [SOLICITATION Number]. CONTAINS CONFIDENTIAL INFORMATION."
2. Two non-rewritable CDs/DVDs or USB flash drives, each containing copies of all of the Respondent's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. Each of these non-rewritable CDs/DVDs or USB flash drives must also contain an Appendix which contains clear references to all redacted information including a general description of the redacted information. Respondent

must mark these non-rewritable CDs/DVDs or USB flash drives “For Public Release: Redacted Version of [Respondent’s Name], [DPS SOLICITATION] SOLICITATION [SOLICITATION Number].”

E.12 AGENCY POSTING OF CONTRACTS

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

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

E.13 ANTICIPATED SCHEDULE OF EVENTS

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

6/27/2018	5:00 pm	Solicitation Posted to ESDB
7/05/2018	3:00 pm	Last day to submit written questions for clarification to DPS
7/12/2018	5:00 pm	Estimated date for DPS to post Question and Answer (Q&A) document to ESDB
7/30/2018	3:00 pm	Deadline for DPS to receive responses
8/31/2018	On or about	Anticipated date of Contract Award

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

Questions regarding this solicitation must be in writing and must be submitted to DPS’s Contract Administrator by the date and time noted in the table listed in this solicitation. Telephone inquiries will not be accepted. Questions may be submitted by either facsimile or email. DPS intends to post answers to these questions on the ESBD on or before the date and time noted in the table listed in this solicitation. Respondent is solely responsible for verifying DPS’s timely receipt of its questions by the stated deadlines.

SECTION F—EVALUATION CRITERIA

DPS will evaluate responses in accordance with the best value standard in Tex. Gov't Code §§ 2157.003, 2157.125, and 2155.07. The specific criteria and relative weights are as follows.

Criteria	Points
Technical Response Requirements includes	30 points
Qualifications, vendor performance, such as, past performance and ability to perform	30 points
Cost	40 points
Total	100 points

A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Gov't Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may fail this selection criterion for any of the following conditions:

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

Contractor performance information is located on CPA's website at:

<http://www.txsmartbuy.com/vpts>.

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

SECTION G—LIST OF EXHIBITS

By number and title

- G.1 HUB Subcontracting Plan (HSP)
- G.2 Change Order Request Form
- G.3 Change Order Acceptance Document
- G.4 Final Acceptance Form
- G.5 Cyber Security Contract Requirements
- G.6 Information Technology (IT) Standards and Requirements
- G.7 Texas Application for Payee Identification Number
- G.8 Direct Deposit Authorization Form
- G.9 Request for Taxpayer Identification Number and Certification (W-9)
- G.10 Exceptions Summary Form
- G.11 Department Testing Entry/Exit Criteria
- G.12 Cloud Security Alliance (CSA) Cloud Control Matrix
- G.13 Standard Terms and Conditions
- G.14 Information and Certifications Form
- G.15 IT QM Defect Handling Instructions