

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

CONTRACT NO.	SOLICITATION NO.	TYPE OF SOLICITATION	DATE ISSUED
	405-21R0009451	NEGOTIATED (RFO)	06/15/2021

REQUEST FOR OFFERS (RFO) – FAST Web Application Tool

<p>Vendor must submit sealed responses no later than 3:00 P.M. local time on 07/6/2021 to the following address.</p> <p>Team3@dps.texas.gov</p> <p>Attention: 405-21R0009451</p> <p>DPS is not currently accepting any in-person solicitation responses. DPS will only accept timely emailed responses. DPS will not consider a hard copy response.</p>	<p>FOR INFORMATION CONTACT:</p> <p>Gracie Perez, CTPM CTCM</p> <p>Contract Administrator</p> <p>PHONE: (512) 424-5628</p> <p>EMAIL: gracie.perez@dps.texas.gov</p>
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RESPONSE (Respondent must fully complete)

DISCOUNT FOR PROMPT PAYMENT:→	10 DAYS %	20 DAYS %	30 DAYS %	___ DAYS %	
ACKNOWLEDGMENT OF ADDENDA: (Respondent acknowledges receipt of 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				

CERTIFICATION, DISQUALIFICATION, and REMEDIES

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

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

TERM, PRICING, and FUNDING

The initial contract term is effective on the effective date stated in the notice of award (or purchase order if there is no notice of award) and expires six months from that effective date. Additionally, this contract has no optional renewal periods available.

If necessary at the end of the last optional renewal period, DPS may also extend the Contract as described in the terms and conditions section entitled "Option to Extend Services."

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

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SECTION A—DEFINITIONS

The following terms and acronyms used in 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.

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

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

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

“Days” means calendar days unless otherwise specified.

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

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

“Parties” means Contractor and DPS.

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

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

SECTION B—SERVICES AND PRICES

B.1 PRICING REQUIREMENTS

B.1.1 Pricing Instructions

- A. DPS seeks and Contractor will provide the commodities or services described in Section C, Statement of Work, on a no minimum, as needed, as-requested basis. Pricing is firm fixed price for the Fingerprint Application Services of Texas (FAST) Web Application Tool requested and authorized by DPS as provided under this Contract.
- B. Respondent 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 the best value to DPS.
- C. Contractor must deliver and provide the FAST Web Application Tool in compliance with all requirements of this Contract on a turnkey basis, for one lump sum firm fixed price, including maintenance for the base year, with such payment to be processed by DPS after DPS's receipt, testing and written acceptance of the FAST Web Application Tool.
- D. Respondent must submit proposed pricing that includes all costs, fees, licenses, and expenses for Contractor's delivery of the FAST Web Application Tool and performance under this Contract and the final negotiated, contracted pricing for the FAST Web Application Tool 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.
- E. Optional Features, Products, or Services.
Respondent is encouraged to submit and describe in detail, within its response, optional features, products, or services that would benefit DPS, but are not part of the minimum requirements of this solicitation. In its response, Respondent must describe with specificity any proposed optional features, products, or services. For pricing associated with optional items that exceed the minimum requirements, Respondent must include the line item cost associated with each proposed optional feature, product, or service in the "Optional, Features, Products, or Services" pricing portion of the Mandatory Pricing Schedule.

B.2 INVOICE REQUIREMENTS

Invoices are Contractor's billing for goods or services rendered. DPS will pay Contractor based on itemized invoices submitted to and approved by DPS. The invoices must show the actual deliverables provided and the attendant charge. Itemized invoices must clearly identify the project phase or title, deliverables delivered, the number of hours that each allocated employee worked if applicable, and the date range of work performance for this associated charge.

- A. Contractor's invoice must include the following:
 - 1. this Contract number;
 - 2. remittance address; and
 - 3. any prompt payment discount offered.

- B. Contractor must send an email with the invoice copy to apinvoices@dps.texas.gov and the Contract Monitor.

An original, hard-copy invoice, if required by Contractor, will be submitted to the office designated below:

DPS Accounts Payable
P.O. Box 4087
Austin, Texas 78773
[Apinvoices@dps.texas.gov](mailto:apinvoices@dps.texas.gov)

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

B.3 PAYMENTS

- A. DPS recommends that Contractor receive payments by electronic funds transfer (EFT), also known as direct deposit. If Contractor elects to be set up for direct deposit payment, Contractor must submit a completed Direct Deposit Authorization Form (Exhibit G.4).
- B. Regardless as to whether Direct Deposit is chosen, Contractor must submit a completed Texas Application for Payee Identification Number (Exhibit G.3) and Substitute W-9 Form (Exhibit G.5) to the following address:

DPS—Accounts Payable
P.O. Box 4087
Austin, Texas 78773
apinvoices@dps.texas.gov

Reference: Contractor Set-up for Solicitation 405-21R0009451

Notes: Contact purchaser name when completed (512-424-5628) or gracie.perez@dps.texas.gov.

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

B.3.1 Billing and Payment

- A. One Lump Sum Payment: Notwithstanding anything else to the contrary in this Contract, this Contract provides for one lump sum payment for the FAST Web Application Tool services. This Contract will not involve progress payments. If the FAST Web Application Tool is not accepted, this Contract will involve no payments of any type for any amount.

- B. Transition/Implementation: Notwithstanding anything else to the contrary in this Contract, this Contract provides for one lump sum payment for the FAST Web Application Tool. This Contract will not involve progress payments. If the FAST Web Application Tool is not accepted, this Contract will involve no payments of any type for any amount.
- C. Maintenance and Support: Once DPS has notified Contractor that Standard Maintenance has begun and the corresponding pricing schedules are applicable, Contractor must begin to bill DPS for each calendar month authorized by DPS, one calendar month in arrears for the amount due for the monthly service authorized by DPS as falling within the Standard Maintenance provisions and accepted in advance in writing by the Contract Monitor. Each invoice is subject to DPS's usual auditing and accounting procedures. Contractor compensation may be subject to proration or reimbursement for an unforeseen situation at the discretion of DPS.
- D. Tex. Gov't Code Chapter 2251 (the Prompt Payment Act) will govern payment and accrual of interest on any overdue payments.
- E. If DPS, for any reason, including lack of supporting documentation, disputes any items in any invoices submitted by Contractor, DPS will place a hold on the disputed items and may pay the remaining amount of the invoice. DPS will timely notify Contractor of the dispute and request clarification or remedial action.
- F. If the dispute is resolved in Contractor's favor, DPS will pay the remaining portion of the original invoice in accordance with the Prompt Payment Act. If the dispute is resolved in DPS's favor, Contractor must resubmit an invoice reflecting all corrections.

B.3.2 Payment Adjustment

- A. DPS may elect to deduct from Contractor payment as specified in this section or any amount specified in or any money determined to be due as specified in this Contract.
- B. If it is determined that the remaining amount of Contractor payment is not adequate to cover the money determined to be due to DPS, then all remaining Contractor payments will be withheld and an invoice issued to Contractor for the remaining amount due.
- C. Contractor must pay the invoiced amount within 30 days of receipt unless Contractor and DPS mutually agree on an alternative payment method.

B.3.3 Late Payment

Any amount owed to Contractor more than one day beyond the date such amount is due as described in this section will accrue interest each day that such amount is not paid at the rate specified by Tex. Gov't Code § 2251.025, provided; however, that this provision will not excuse failure by DPS to make payment in strict accordance with this Contract.

B.3.4 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.3.5 Withholding of Payment

- A. DPS will have the right to withhold Contractor's payment until the failures described below have been corrected.
 - 1. Failure to submit reports or other documentation required in Section D—Contract Compliance Reports and Data required from Contractor;
 - 2. Failure to comply with a background check or security requirements;
 - 3. Failure to respond to audit reports; and
 - 4. Failure to correct identified areas of non-compliance to the satisfaction of DPS within ten days upon receipt of written notification.
- B. DPS will not pay interest to Contractor for monies so withheld.
- C. Contractor's withheld payment will be released upon DPS's satisfaction that compliance has been achieved for 30 consecutive days.
- D. In the event that money is due to DPS for Contractor's failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for DPS to correct deficiencies and replace property will be withheld from the final payment.
- E. With the exception of disputed issues, such withholding of final payment by DPS will not exceed 120 days from the date of this Contract's termination.

B.3.6 Debts 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.

B.3.7 Right to Offset

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

B.4 MANDATORY PRICING SCHEDULE

B.4.1 Contract Term Pricing

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

Item No.	Description	QTY	UOM	MSRP Price	Unit Price	Discounted 6-month cost for prepayment option
1	Maintenance and Support of the FAST Web Application Tool	6	MO	\$	\$	

SECTION C - STATEMENT OF WORK

C.1 INTRODUCTION

The DPS Fingerprint Application Services of Texas (FAST) System facilitates the fingerprinting processes to perform criminal history checks of much of the general public. The reasons for the checks are generally related to applications for employment, licensure, and volunteer activity. For these checks to be performed by DPS and possibly the FBI, the applicant's fingerprints must be captured and forwarded to DPS in a manner that complies with stated specifications.

As a part of the FAST System, the FAST Web Application Tool enhances customer service. DPS and any user agencies that have purchased the service can observe transactional details, collaborate on any issue, maintain a single historic record of all issues, avoid redirecting the applicant, and provide superior customer support.

C.2 SCOPE

DPS is seeking a response to this inquiry regarding a short-term maintenance contract of the current FAST Web Application Tool, which is a part of the FAST Program. This customer support function is currently hosted by the vendor, Idemia. DPS requires this function to be supported for 6 months starting 9/1/2021 through 2/28/2022.

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:

1. A description of the project organization;
2. A breakdown and detailed description of the different deliverables of the project;
3. Expected dependencies that exist within the project plan;
4. A schedule and work plan for the different deliverables of the project;
5. A Gantt chart illustrating a high-level timeline for the project, including task start and end dates and dependencies;
6. Delegation of duties to each party for each of the tasks;
7. Information regarding maintenance and support, along with standard project management components such as a risk management plan and a change management plan;
8. Tasks required for the migration of all DPS data;
9. Any proposed milestones and deliverables when the successful Respondent may submit invoices for payment;
10. Any dependencies, caveats, or risks associated with the schedule;

11. The methodology Respondent will employ to ensure the schedule is met; and
12. Provision or implementation of goods or services by 09/01/2021, and subsequently provide support of these goods or services.

C.4 MINIMUM REQUIREMENTS

1. The FAST Web Application tool must track, audit, and measure support for all inquiries related to the applicant's submission of the biometric data to the FAST Program.
2. The Web Application tool ticketing system must use encryption technologies to store and transmit personal identifying information.
3. The Web Application tool ticketing system must observe FAST transactional details, collaborate on issues, maintain a single historic record of all issues, avoid redirecting the applicant, and provide superior customer support.
4. The Web Application tool must:
 - Support individuals rather than transactions
 - Encrypt data for every applicant
 - Allow the Department to observe transactional details
 - Allow the Department to have access to reports related to operations, financials, and support
 - Maintain a single historic record of all issues
 - Avoid redirecting applicants and;
 - Provide customer support

C.5 DELIVERABLES

DPS requires continued maintenance and support of the current functional FAST Web Application Tool.

C.6 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 includes 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 the 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 will 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 determine 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 drive. 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 drive and deliver to DPS.

- g) Contractor must provide a data dictionary relating to the exported data contained within the CSV files.

C.7 DPS PERSONNEL

C.8.1 DPS's Contract Administrator

- A. The Contract Administrator for this Contract is Gracie Perez
- B. The telephone number for the Contract Administrator is 512-424-5628
- C. The email address is gracie.perez@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.7.2 DPS's Contract Monitor

- A. The Contract Monitor for this Contract is Robin Keiffer.
- B. The telephone number for the Contract Monitor is 512-424-2427.
- C. The email address is robin.keiffer@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 the 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.7.3 DPS's Project Manager

- A. The Project Manager for this Contract is Roseline Dubreuil.
- B. The telephone number for the Project Manager is 512-424-5957.
- C. The email address is Roseline.Dubreuil@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.8 LIQUIDATED DAMAGES

- A. DPS reserves the right to assess liquidated damages at an amount up to \$2,500.00 per day for each business day Contractor fails to meet the standards set out in [the Liquidated Damages Matrix] or [the Service Level Agreement] or 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(s) 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 Contract is a reasonable estimate and is enforceable.
- 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.9 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PARTICIPATION

- A. A 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 the 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 will 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 monthly (by the fifth day of the following month) the Prime Vendor Progress Assessment Report.

C.10 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>Professional Liability</i> Including errors and omissions	\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate

<p><i>Cyber</i></p>	<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 the 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>
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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 calendar 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.
- E. ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include Contractor's obligations under the Contract.
- F. obtain and maintain insurance policies that 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.11 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 will 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 Contract Monitor within fifteen days of executing this Contract:
 - 1. the completed Vendor Background Information form (HR-22) for all proposed personnel; and
 - 2. acceptable fingerprints for all proposed personnel.
- D. Throughout the term of this Contract, DPS may require Contractor personnel to submit an annual DPS fingerprint-based Criminal History Background Investigation to DPS.
- E. Throughout the term of this Contract, Contractor will promptly notify DPS of any activity or action by Contractor's personnel that may affect that individual's ability to continue to work under this Contract.

C.12 CYBER SECURITY CONTRACT REQUIREMENTS

Contractor must comply with the requirements found in Exhibit G.7, Cyber Security Contract 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.6	Contract Administrator and HUB Coordinator
Monthly	30 days after invoice is received	Invoicing – Specific to the Contract	B.2	APIInvoices@dps.texas.gov with a copy to Contract Monitor

SECTION E—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS

E.1 RESPONSE PREPARATION INSTRUCTIONS

- A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of Bidder's response.
- B. Responses must be prepared in accordance with these instructions providing all required information in the format specified.
- C. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for disqualification of the response from further consideration unless stated otherwise within this solicitation.

Submission of responses

- A. Electronic responses must be received by DPS no later than the deadline established and submitted to via email:

Department of Public Safety
Procurement and Contract Services
Attention: Gracie Perez, CTCD CTCM
Solicitation No. 405-21R0009451
Email: Team3@dps.texas.gov

- B. Bidder must demonstrate that bidder's operations conform to applicable DPS, state, and federal policies and standards.
- C. Bidder must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, including Bidder'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.
- F. DPS is not responsible for submissions delivered to DPS after the date and time stated on the first page of this solicitation. This includes delays associated with courier delivery services. It is the Respondent's responsibility to ensure that it submits, and that DPS receives, its complete response timely. DPS recommends that Respondent submit their complete response well in advance of the due date and time stated on the first page of this solicitation.
- G. DPS takes no responsibility for electronic responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any DPS anti-virus or other security software.

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 legal corporate name 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 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. 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.
- D. A Redacted Solicitation and Contract response if applicable;
- E. Exhibit G.4, Direct Deposit Authorization Form, completed if choosing direct deposit as a possible payment option;

- F. Exhibit G.5, Request for Taxpayer Identification Number and Certifications (W-9);
- G. Exhibit G.3, Application for Texas Identification Number;
- H. Documentation from the appropriate state entity that indicates that Respondent is properly certified to conduct business in the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Account Status from the Comptroller of Public Accounts).

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 and biographical 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 no later than 9/1/2021 and subsequently provide support of these services.
- G. 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. C.4 Minimum Requirements
 2. Business Continuity and Disaster Recovery Plan as noted under the Standard Terms and Conditions in the section entitled, "Business Continuity and Disaster Recovery Plan"
 3. C.12 Insurance
 4. Exhibit G.6, HSP
 5. Exhibit G.7 DPS Cyber Security Contract Requirements, Sections 3 and 13.
 6. Exhibit G.8 DPS Cloud Security Questionnaire
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. Electronic and Information Resources (EIR) Accessibility. Respondent must provide documentation of the voluntary product accessibility template (VPAT) (<https://www.section508.gov/content/sell/vpat>) (including accessibility conformance reports or vendor accessibility development services questionnaire as applicable) and Section 508 and EIR compliance for all components of the proposed goods or services. See Tex. Gov't Code Chapter 2054, Subchapter M; 1 Tex. Admin. Code Chapter 213; and 1 Tex. Admin. Code Chapter 206; and [WCAG 2.0 AA \(current and as subsequently amended\)](#). VPAT is a vendor-generated statement (using the required template) that

provides relevant information on how a vendor's product or service claims to conform to the Section 508 Standards.

- J. **Business Continuity and Disaster Recovery Plan.** Respondent must submit, with its response, descriptions of its business continuity and disaster recovery plan and processes. If DPS awards a Contract under this solicitation, Contractor must submit, within ten days from Contract award, its plans regarding how Respondent will protect DPS's vital state records throughout the life of the Contract and for any record retention period required beyond the life of the Contract. The plans must include specific actions Contractor will take to meet DPS's essential function recovery times and the related artifacts for the methodologies, tests, and exercises used to validate its business continuity and disaster recovery plan. DPS may reasonably require Contractor to amend its business continuity and disaster recovery plan (based on DPS's dependence or necessity on the particular good or service).
- K. **Assumptions.** No assumptions should be included in a response. All issues or questions that might be advanced or addressed by way of assumption should be submitted to DPS. *The inclusion of assumptions in a proposal may result in a Respondent not being awarded a contract.*
- L. **Exceptions.** 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.

If Respondent agrees to the terms of this solicitation in its entirety, Respondent should explicitly state that it takes no exceptions. If Respondent takes any exceptions, Respondent must complete the Exceptions Summary Form exhibit and follow all requirements noted in this section.

E.8.3 Volume Four – Cost and Pricing Response

Respondent must provide updated pricing schedules in the exact format noted in Section B.4 of 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 DISCUSSION AND CORRESPONDENCE

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

Gracie Perez, CTCD CTCM
DPS Contract Administrator
Procurement and Contract Services
Solicitation: 405-21R0009451
Email: gracie.perez@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.
- 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 06/22/2021 at 5:00 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 contact with DPS personnel by any Respondent may result in Respondent's response being rejected in its entirety.

E.10 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT

DPS is a governmental body subject to the Texas Public Information Act (PIA), Tex. Gov't Code Chapter 552. The response and other information submitted to DPS by Bidder 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 Bidder to include proprietary or otherwise confidential information in its response or other submitted information, Bidder 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 Bidder to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by Bidder as proprietary or confidential will be deemed subject to disclosure under the PIA. Bidder will irrevocably be deemed to have waived, and Bidder agrees to fully indemnify the State of Texas and DPS against any claim of infringement by DPS regarding the intellectual property rights of Bidder or any third party for any materials appearing in the response.

If Bidder's response contains any information which Bidder claims is confidential and not subject to release under the PIA, Bidder must prepare and email to DPS of its response containing the following information:

- A. A complete copy of all of Bidder's submissions under this solicitation. Bidder must mark this copy's documents with "Complete Response Documents, [Bidder's Name], DPS SOLICITATION [405-21R0009451]. CONTAINS CONFIDENTIAL INFORMATION."
- B. A complete copy of all of Bidder's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This copy must also contain an Appendix, which contains clear references to all redacted information including a general description of the redacted information. Respondent must mark this copy's documents with "For Public Release: Redacted Version of [Bidder's Name], DPS SOLICITATION NUMBER 405-21R0009451."

E.11 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.12 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:

DATE	TIME	DESCRIPTION OF EVENTS
June 15 , 2021	PM CST.	Solicitation Posted to ESB
June 22, 2021	5:00 PM CST.	Last day to submit written questions for clarification to DPS

June 25, 2021	5:00 PM CST.	Estimated date for DPS to post Question and Answer (Q&A) document to ESB
July 6, 2021	3:00 PM CST.	Deadline for DPS to receive responses
September 1, 2021		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://www.txsmartbuy.com/sp>. 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 standards in Tex. Gov't Code §§ 2155.074, 2157.003, and 2157.125. The specific criteria and relative weights are as follows.

Criteria	Weight
The quality and reliability of the goods and services <ul style="list-style-type: none"> • FAST Web Application Tools, Section C.4.1 • Web Application ticketing system, Section C.4.2 • FAST transactional details, Section C.1 and C.4.3 • Supports individuals, Section C.4.4 • Implementation by 9/1/2021, Section C.3.12 • Transition plan, Section C.6.A 	40 points
Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support <ul style="list-style-type: none"> • Probable performance, Section F • Past projects of similar scope, Section E.8.2.D 	30 points
Cost	30 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 report, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, DPS may initiate such examinations of vendor performance based upon media reports. Any such investigations will be at

the sole discretion of DPS, and any negative findings, as determined by DPS, may result in non-award to Respondent.

SECTION G—LIST OF EXHIBITS

- G.1 Standard Terms and Conditions
- G.2 Information and Certifications Form
- G.3 Application for Texas Identification Number
- G.4 Direct Deposit Authorization Form
- G.5 Request for Taxpayer Identification Number and Certifications (W-9)
- G.6 HUB Subcontracting Plan (HSP)
- G.7 DPS Cyber Security Contract Requirements
- G.8 DPS Cloud Security Questionnaire
- G.9 Summary Exception Form