



# Texas Department of Public Safety Purchase Order

Blanket Order Number  
  
405-16-P007166  
  
SHOW THIS NUMBER ON ALL  
PACKAGES, INVOICES AND  
SHIPPING DOCUMENTS.

**V  
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R**  
Vendor Number: 0000833  
1208285108500 | COMPREHENSIVE  
COMMUNICATION SERVICES LLC  
519 E. INTERSTATE 30 #225  
USA  
ROCKWALL, TX 75087

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Texas Department of Public Safety  
Law Enforcement Support  
5805 North Lamar Blvd  
Austin, TX 78752-4431  
US  
Email: eprocurementshipping@dps.texas.gov  
Phone: (512) 424-2000

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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O**  
Texas Department of Public Safety  
Finance - Accounts Payable - MSC 0130  
PO Box 4087  
Austin, TX 78773-0130  
US  
Email: apinvoices@dps.texas.gov  
Phone: (512) 424-2060

Solicitation (Bid) No.:

Payment Terms:  
Shipping Terms:  
Delivery Calendar Day(s) A.R.O.: 0

Item # 1

This Purchase Order incorporates the contract fully executed by Texas Department of Public Safety and Comprehensive Communication Services, LLC. dated 04/15/2016.

Order of Precedence:

The following documents are incorporated by reference into this PO. In case of conflicting provisions, the documents shall control in the following order of precedence to resolve the conflict:

1. Contract between TXDPS and Comprehensive Communication Services, LLC. dated 04/15/2016
2. TXDPS issued Purchase Order
3. TXDPS Solicitation Request for Offer 405-15-R033354 and any subsequent modifications and amendments.
4. Comprehensive Communication Services LLC response to Request for Offer dated 03/09/2016.

This Contract will consist of a Base Period from Date of Award through 12/31/2016.

The terms, conditions, and rates for all extensions will remain as state in this Contract. The continuation of this Contract for any period of time is subject to the availability applicable funding.

This contract may be renewed for three (3) one (1) year optional renewal periods.

RENEWALS:

- 1st OPTIONAL TERM  
01/01/2017 through 12/31/2017
- 2nd OPTIONAL TERM  
01/01/2018 through 12/31/2017
- 3rd OPTIONAL TERM  
01/01/2018 through 12/31/2018

DPS CONTRACT MONITOR: Todd Spencer  
PHONE: 512-424-7129  
EMAIL: todd.spencer@dps.texas.gov

VENDOR CONTACT: Gary Collins  
PHONE: 972-772-2721  
EMAIL: gwcollins@ccscontact.net

DPS PROCUREMENT CONTACT: Kenneth Maze  
PHONE: 512-424-7347  
EMAIL: kenneth.maze@dps.texas.gov

Item # 2

Class-Item 915-79

Satellite service Date of Award through 12/31/2016. The turnkey system includes the following services and hardware in the amount of \$328,288.00.

- Dedicated always available 5Mbps X 3Mbps network satellite services - \$280,000.00
- Dedicated backhaul from the teleport to Camp Mabry, Austin, TX - \$14,448.00
- 120 VOIP Direct-Inward-Dial phone numbers - \$12,960.00
- IT Cisco Router/Switch Configuration support for up to 96 hours/year - \$6,480.00
- 24 X7 modems burstable up to 20Mbps X 5Mbps - \$14,400.00
- 20 X5 modems - Included
- Backup Teleport - Included
- Shared service on alternate spacecraft and teleport - Included
- Off the Grid teleport co-location - Included

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 328,288.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 328,288.00

Item # 3  
Class-Item 915-79

Satellite services Date of Award through 12/31/2016. Optional System Bandwidth Expansion within 48 hour notice.  
\$500 per Mbps, per direction, per day, per satellite (up to 10Mbps X 3Mbps)

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 500.00		0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

Item # 4  
Class-Item 915-79

Satellite services Date of Award through 12/31/2016. Optional Mutualink IWS System a la cart services, hardware and pricing as listed in Section B.2.2 of Contract 405-16-P007166.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
0.00	\$ 0.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

TAX: \$ 0.00  
FREIGHT: \$ 0.00  
TOTAL: \$ 328,288.00

APPROVED

By: Ken Maze, CTPM

Phone#: (512) 424-7347

BUYER

### SOLICITATION, OFFER, AND AWARD

<b>1. CONTRACT NO.</b> 405-16-P007166	<b>2. SOLICITATION NO.</b> 405-16-R033354	<b>3. TYPE OF SOLICITATION</b> <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFO) <input type="checkbox"/> NEGOTIATED (RFP)	<b>4. DATE ISSUED</b> February 11, 2016
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### SOLICITATION

#### Satellite Bandwidth Service for Mobile Platforms

<b>5. Sealed offers will be received by the Department until 3:00 P.M. local time on March 3, 2016 and submitted to the issuing office:</b>  Texas Department of Public Safety Procurement and Contract Services Bureau 5805 North Lamar, Bldg. A, MC-0268 Austin, Texas 78752 Attention: 405-16-R033354	<b>6. FOR INFORMATION CONTACT:</b>  Kenneth Maze, CTPM Contract Administrator PHONE: (512) 424-7347 E-MAIL: Kenneth.Maze@dps.texas.gov
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### OFFER (Will be fully completed by Respondent)

<b>7. DISCOUNT FOR PROMPT PAYMENT:→</b>	<b>10 CALENDAR DAYS</b> %	<b>20 CALENDAR DAYS</b> %	<b>30 CALENDAR DAYS</b> %	<b>CALENDAR DAYS</b> %
<b>8. ACKNOWLEDGMENT OF AMENDMENTS:</b> <small>(The Respondent acknowledges receipt of amendments to this Request for Offer and related documents numbered and dated:</small>	<b>AMENDMENT NO.</b>	<b>DATE</b>	<b>AMENDMENT NO.</b>	<b>DATE</b>
	A-001	2-24-16	A-002	3-4-16
	A-003	3-4-16		
<b>9. NAME AND ADDRESS OF CONTRACTOR:→</b>	Comprehensive Communication Services, LLC 15501 State Hwy 205 Terrell, TX 75180		<b>10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)</b>  Gary Collins - CEO	
<b>11. TELEPHONE NO. (Include area code)</b> 972-772-2721	<b>12. SIGNATURE</b>  On File		<b>13. OFFER DATE</b>  March 9, 2016	

### TO BE COMPLETED AT TIME OF AWARD

**Document Type: D**  
**Statutory Cite: Texas Government Code, Section 2157.068**  
**NOTE:** The Department reserves the right, in its sole discretion, to modify this language prior to award. This award document consummates the Contract which consists of the following documents: (a) this Offer and Award document; (b) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award; and (c) the Contractor's Offer, points of clarification, responses to clarification request and/or best and final offer (BAFO), and negotiated changes as hereby incorporated and attached to this award.

Any inconsistency or conflict in the Contract documents will be resolved by giving precedence in the following order: this Offer and Award document; negotiated changes; BAFO; points of clarification; RFO as posted; and the Contractor's Offer.

This Contract consists of a Base Period from Date of Award through 12/31/2016 with (3) three (1) one year optional renewal periods;

<b>Contractor</b> By: <u><i>Gary Collins</i></u> Name: <u>Gary Collins</u> Title: <u>CEO</u> Date: <u>4/11/2016</u>	<b>Texas Department of Public Safety</b> By: <u><i>Steven C. McCraw</i></u> Name: <u>Steven C. McCraw</u> Title: <u>Director</u> Date: <u>4/15/16</u>
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The following items are mutually agreed to by the Contractor and the Department and are hereby incorporated into this Contract.

1. The Solicitation, Offer and Award form has been revised to update the Contract Number, remove the offer preparation instructions, adjust the contract term and add the Contractor's name in the Contractor signature block.
2. Section A, Definitions, has been revised as follows:
  - Revise definition of "Contract" to include awarded firm;
  - Revise definition of "Contractor" to include awarded firm;
  - Revise definition of "Offer";
  - Added definition of "Optional Mutualink IWS System a la cart";
  - Delete definition of "Respondent";
  - Delete definition of "Response"; and
  - Revise definition of "Satellite Network Service Solution".
3. Section B.1.1, Services Being Acquired, has been revised to include contract language rather that solicitation language.
4. Section B.1.2, Pricing Instructions, has been revised to include contract language rather that solicitation language.
5. Section B.1.3, Financial Ratings, has been revised to include contract language rather than solicitation language.
6. Section B.2, Pricing Schedule, has been revised to include contract rather than solicitation language and to incorporate the Contractor's name and address and rates under this Contract.
7. Section B.2.1, Base Period, has been revised to include contract rather than solicitation language and reflect negotiated changes.
8. Section B.2.2, Optional Renewal Period, has moved to B.2.3 and replaced with Optional Mutualink IWS System a la cart to reflect negotiated changes.
9. Section B.2.3, Optional Renewal Period, has been added to include contract rather than solicitation language and to reflect negotiated changes.
10. Section C, Statement of Work, has been revised throughout to include contract rather than solicitation language, replace references to software package to System, and reflect negotiations of the Department and the Contractor.
11. Section D, Reports and Data, has been revised to include the updated section references.
12. Section G.1.5, Contractor's Project Manager, has been revised to include the Contractor's information.

13. Section, G.3, Payments, has been revised to include updated invoicing and payment language and to incorporate the Contractor's information.
14. Section G.3.8, Annual Financial Disclosure Reports, has been revised.
15. Section H, Terms and Conditions, has been revised to delete solicitation language under the header title for Section H.
16. Section H.16, Option to Extend Services, has been revised.
17. Section H.43, Attachments, has been deleted.
18. Section H.63, Redacted Documentation, has been deleted.
19. Section H.66, Note to Contractor, has been deleted.
20. Section H. 69, Notice Under Government Code 572.069, has been revised to reflect contract language rather than solicitation language.
21. Section I, Supplemental Terms and Conditions, has been revised to delete solicitation language under the header title for Section I.
22. Section I.20, FBI CJIS Security Addendum, has been revised to reflect contract language rather than solicitation language.
23. Section I.3, Historically Underutilized Business (HUB) Participation, has been revised to reflect contract language rather than solicitation language.
24. Exhibit J.1, Historically Underutilized Business Subcontracting Plan, is hereby incorporated into this Contract as completed by the Contractor.
25. Exhibit J.2, Application for Texas Identification Number, has been deleted as this document is on file with the Department.
26. Exhibit J.3, Direct Deposit Form, has been deleted as this document is on file with the Department.
27. Exhibit J.4, Request for Taxpayer Identification Number and Certifications, has been deleted as this document is on file with the Department.
28. Section K, Representations, Certifications, and Other Statements of Contractor, as issued by the Department has been deleted for purposes of this list of revisions; however, this Section, as completed by the Contractor, is part of the solicitation incorporated by reference into this Contract as described on page 1 of this Contract.
29. Section L and M of the solicitation as issued by the Department have been deleted for purposes of this list of revisions; however, these Sections are part of the solicitation incorporated by reference into this Contract as described on page 1 of this Contract.

30. Changes have been made throughout the document to correct references to the solicitation and Respondent and replace them as appropriate (e.g., "Respondent" has been replaced with "Contractor" and the article "the" has been placed before the words "Department" and "Contractor").
31. Minor conforming and clarifications changes have been made throughout the document.
32. The Table of Contents has been updated to reflect the negotiated changes.

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## SECTION A – DEFINITIONS

The following terms used in this Contract will, unless the context indicates otherwise, have the meanings set forth below:

“Agencies/Agency” mean local, state and federal first responders.

“Authorized Representative” means the person designated in writing to act for and on behalf of a party to this Contract; whose designation has been furnished to the other party as described in Section G.1.

“BAFO” means Best and Final Offer.

“Base Period” means the Date of Award through December 31, 2016.

“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

“CISO” means the Department’s Chief Information Security Officer.

“CJIS Security Addendum” means a document that describes the FBI security related requirements the Department applies to all contractors and subcontractors that work on this Contract. An executed copy of the CJIS Security Addendum is a required part of this Contract. A copy of this form may be found at: <http://www.txdps.state.tx.us/SecurityReview/documents.htm>.

“Contract” means the written agreement entered into by the Department and Comprehensive Communication Services, LLC.

“Contract Administrator” means the representative of the Department’s Procurement & Contract Services Bureau responsible for general administration of this Contract, negotiation of any changes and issuance of written changes/modifications of this Contract as referenced in Section G.1.2.

“Contract Monitor” means the employee within the Department responsible for the monitoring of this Contract as referenced in Section G.1.3.

“Contract Term” means the duration of this Contract as specified in Section F.1.

“Contractor” means Comprehensive Communication Services, LLC.

“COTS” means Commercial Off the Shelf Software.

“CPA” means the Texas Comptroller of Public Accounts.

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

“Days” means calendar days unless otherwise specified.

“Department” means the Texas Department of Public Safety.

"Department Policies" means all written policies, procedures, standards, guidelines, directives, and manuals of the Public Safety Commission and the Department, applicable to providing the deliverables/services specified under this Contract.

"Deployable Package" means portable satellite system.

"DID" means Direct Inward Dialing

"Documentation" means all text material to be delivered by the Contractor. This includes but is not limited to documentation for Hardware, Operating System, Application Software, System Operations, and System Specifications and Configurations for the Central Site and all Remote Sites.

"End-of-life" means the point at which the manufacturer deems the product is at the end of its useful life, and will no longer be marketing, selling, or sustaining it.

"Entity or Entities" means an individual, collection of individuals, or an organization.

"Enhancements" means modifications to the existing System requested by the Department to enhance the current functionality.

"Event of Default" means any of the events or circumstances described in Section E.1.F.

"Fiscal Year" means any of the one (1) year periods beginning September 1<sup>st</sup> and ending August 31<sup>st</sup>, which periods are used for annual budgetary purposes by the State of Texas.

"Historically Underutilized Business (HUB) means 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 prescribed by 34 TAC § 20.23, 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. For further explanation, see the Texas Comptroller of Public Accounts HUB rule definitions at 34 TAC § 20.11.

"HUB Subcontracting Plan (HSP)" means the plan required by the Texas Government Code, Chapter 2161.

"IT" means Information Technology.

"Information Technology Division (ITD)" means the Department's Information Technology Division which is responsible for agency technology innovation, maintenance, and support as applicable.

"Invoice" means Contractor's monthly billing for services rendered.

"IP" means Internet Protocol.

"Legislative Budget Board (LBB)" means a permanent joint committee of the Texas Legislature that develops budget and policy recommendations for legislative appropriations, completes fiscal analyses for proposed legislation, and conducts evaluations and reviews to improve the efficiency and performance of state and local operations.

“Mandatory” means required, compulsory or obligatory.

“May” means advisory or permissible

“MOU” Memorandum of Understanding.

“Must” means shall and shall means must, a required, compulsory or obligatory requirement.

“Offer” means the Contractor’s response to RFO 405-16-R033354.

“Operational” means fully functional and having passed all stated test and acceptance criteria of the Department and documented as such.

“Optional Mutualink IWS System” means the Contractor’s provision of a turnkey all-inclusive work station system – and related services -- which includes four (4) radio ports, four (4) video ports, and four (4) phone ports and up to fifty (50) Edge Licenses, allowing all users on the System to communicate without a disruption in service in the event the internet is down.

“Optional Mutualink IWS System a la cart” means the Contractor’s provision of components of the “Optional Mutualink IWS System” on an as selected by the Department basis.

“Payment(s)” means the amount(s) agreed to be paid by the Department to the Contractor for services rendered under this Contract.

“Peak Period” means the time of day which demands on the system are at their highest between 8:00 a.m. to 7:00 p.m., Central Time.

“Person” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

“Preventive Maintenance” means the care and services by personnel for the purpose of maintaining equipment and facilities in satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects.

“Principal Period of Maintenance” means the time scheduled period during which the Contractor will perform the majority of preventative maintenance duties. The Principal Period of Maintenance coverage for the System requires twenty-four (24) hour notice to the Department.

“Project Manager (PM)” means the appointee, designee, or alternate designee as assigned by the Contractor and the Department as referenced in Section G.1.4 and G.1.5.

“PSCB” means Public Safety Communications Bureau.

“QOS” means Quality of Service.

“RFO” means Request for Offer.

“Records Management System (RMS)”, means an automated case/file management tool.

“Services” means the furnishing of labor, time, or effort by the Contractor, which may or may not involve the delivery of a specific end product other than reports.

“Severity Level” means a defining classification scheme for all issues with corresponding resolutions times.

“SOW” means Statement of Work.

“System Backups” means procedures utilized to backup data to protect against data loss in the event of system outage. Backups shall include cold (offline) and hot (online) backups.

“System Component” means any individual unit of hardware or software which together with other system components make up the System as a whole.

“System Functionality and Operational Effectiveness” means that the System is performing at the levels specified within the Service Level Agreement (SLA).

“Satellite Network Service Solution” (System) means the turnkey system, including all services, hardware, software, and communication devices.

“Terminal” means Circuit ID or Modem Serial Number.

“Test Case” means a specific executable test that examines all aspects including inputs and outputs of a system and then provides a detailed description of the steps that will be taken, the results that will be achieved, and other elements that will be identified.

“TMD” means Texas Military Department.

“UAT” means User Acceptance Testing.

“Utility or Utilities” means software that performs a very specific task that provides an addition to the capabilities provided by the System. Utility software is designed to help analyze, configure, optimize or maintain a computer or application, but may not be essential to the operation of the System.

“VLAN” means Virtual Local Area Network.

“VOIP” means Voice Over Internet Protocol.

“VPN” means Virtual Private Network.

“VTC” means Video Conferencing.

“Work Breakdown Structure (WBS)” means a deliverable-oriented decomposition of a project into small components. A WBS element may be a product, data, service, or any combination thereof. A WBS also provides the necessary framework for detailed cost estimating and control, along with providing guidance for schedule development and control.

## **SECTION B - SERVICES AND PRICES/COSTS**

### **B.1 SERVICE AND PRICING REQUIREMENTS**

#### **B.1.1 Services Being Acquired**

The Texas Department of Public Safety ("Department") Public Safety Communications Bureau ("PSCB") and Comprehensive Communication Services, LLC ("Contractor" enter into this Contract for a Satellite Network Service Solution ("System") for forty-four (44) satellite communications platforms. The Department reserves the right to change the quantity of deployable satellite communication platforms during the Contract.

#### **B.1.2 Pricing Instructions**

This Contract provides satellite service for the deployed packages providing remote internet connectivity that is the backbone network transmission of Voice, Data, and Video to/from other network points of presence as required in emergency communications and interoperability missions. These prices are firm fixed pricing applicable to the products and services requested and received by the Department in compliance with this Contract. Section B.2 incorporates the established pricing. These prices are inclusive of all costs, fees, licenses and expenses and represent the Contractor's sole compensation under this Contract.

- A. The Contract will be responsible for all increases in costs due to the Contractor's failure to clearly identify and include all costs associated with its Offer. Such additional costs will be solely at the expense of the Contractor.
- B. Unless otherwise specified, all products will be new and in first class condition, and will include shipping FOB Destination Prepaid and Allowed. Verbal agreements to the contrary will not be recognized.
- C. All costs associated with the Contractor's staff assigned to provide Standard Maintenance and Enhancement services will include but are not limited to: conversations held via phone, videoconferencing or emails, attending meetings, creating or administering project documentation, researching, buying of products, tracking of daily operational and functional requirements, and providing future project plans for customization, enhancements and general services in support of the System at no additional cost to the Department.
- D. Standard Maintenance Services (Preventive and Remedial) will be identified as firm fixed pricing.

#### **B.1.3 Financial Rating**

- A. The Contractor shall provide information required by Section G.3.8, and any other financial information reasonably requested by the Department consistent with the services provided by the Contractor or otherwise required by the then applicable Department policies for similar contracts.

**B.2 PRICING SCHEDULE**

Contractor: Comprehensive Communication Services, LLC  
 15501 State Highway 205  
 Terrell, Texas 75160

**B.2.1 Base Period**

The Pricing Tables below detail the cost for each System component and Optional System Expansion.

Item	Description of Product Itemize each component	Cost Initial Based Term of Award – December 31, 2016			Total Cost
		Hardware	Software Including License Fees	Personnel Services Titles and Hourly Rates	
Dedicated Private Network Satellite Services	N/A				N/A
Always Available Shared Network Satellite Services	Dedicated 5Mbps X 3Mbps \$280,000.00 (8 Months)				\$280,000.00
Dedicated backhaul from the teleport to Camp Mabry, Austin, TX	\$14,448.00 (8 Months)				\$14,448.00
120 VOIP Direct-Inward- Dial phone numbers	\$12,960.00 (8 Months)				\$12,960.00
IT Cisco Router/Switch Configuration support for up to 96 hours/year	\$6,480.00				\$6,480.00
Modem upgrades (if applicable)	24 X7 Modems Burstable up to 20Mbps X 5Mbps \$14,400.00 (8 Months)				\$14,400.00
Managed X5 Modems	Qty 20 Included				Included
Backup Teleport	Included				Included
Shared Service on alternate spacecraft and teleport	Included				Included
Off the Grid teleport co- location	Included				Included
<b>Grand Total (Turnkey all-inclusive System)</b>					<b>\$328,288.00</b>

**Optional System Expansion**

Item	Description of Product Itemize each component	Cost
Bandwidth Expansion (Within 48 Hour Notice)	\$500/Mbps per direction, per day, per satellite (up to 10Mbps X 3 Mbps)	\$500.00
<b>Grand Total</b>		<b>\$500.00</b>

**B.2.2 Optional Mutualink IWS System a la cart**

If the Department exercises its option to obtain the Optional Mutualink IWS System a la cart as provided in this Contract, the applicable pricing schedules are as follows:

Mutualink, Inc. Part #	Product Name	UOI	TXDPS PRICE
<b>Mutualink Endpoints - Hardware IWS and NIC</b>			
M500-100-001	Interoperability Workstation *Must be purchased in conjunction with corresponding Subscription: M960-100-001	1-2	\$5,934.60
		3-5	\$5,637.62
		6+	\$5,341.63
M500-150-001	Portable Interoperability Work Station (P-IWS) *Must be purchased in conjunction with corresponding Subscription: M960-150-001	1+	\$8,908.33
M500-170-001	Portable Interoperability Work Station (P-IWS) Standard *Must be purchased in conjunction with corresponding Subscription: M960-170-001	1+	\$6,924.52
M500-240-001	V-NIC *Must be purchased in conjunction with corresponding Subscription: M960-240-001	1-2	\$5,428.75
		3-5	\$5,157.51
		6+	\$4,886.27
M500-260-001	T-NIC *Must be purchased in conjunction with corresponding Subscription: M960-260-001	1-2	\$5,428.75
		3-5	\$5,157.51
		6+	\$4,886.27
M500-500-001	IP Network Interface Controller (IP-NIC)*Must be purchased in conjunction with corresponding Subscription: M960-500-001	1-2	\$5,428.75
		3-5	\$5,157.45
		6+	\$4,886.15

M500-610-001	R-NIC *Must be purchased in conjunction with corresponding Subscription: M960-610-001	1-2	\$4,948.63
		3-5	\$4,701.15
		6+	\$4,453.67
M500-660-001	R-NIC Tone Remote Bundle*Must be purchased in conjunction with corresponding Subscription: M960-660-001	1-2	\$5,428.75
		3-5	\$5,157.51
		6+	\$4,886.27
M400-700-001	Video Network Interface Controller (VNIC/v), Commercial Valence *Must be purchased in conjunction with corresponding Subscription: M960-700-001	1+	\$7,904.55
M400-720-001	Telephone Network Interface Controller (TNIC/v), Commercial Valence *Must be purchased in conjunction with corresponding Subscription: M960-720-001	1+	\$7,904.55
M400-740-001	Radio Network Interface Controller (RNIC/v), Commercial Valence *Must be purchased in conjunction with corresponding Subscription: M960-740-001	1+	\$7,904.55
M400-760-001	IP Network Interface Controller (IPNIC/v), Commercial Valence *Must be purchased in conjunction with corresponding Subscription: M960-760-001	1+	\$7,904.55
M400-920-001	Mutualink Portable Domestic Go Kit	1+	\$39,595.99
M400-920-CAM	GoKit Optional Pole Camera Kit	1+	\$1,186.92
M500-620-001	2 Port Radio Network Interface Controller (RNIC) *Must be purchased in conjunction with corresponding Subscription: M960-620-001	1+	\$8,413.37
M500-640-001	4 Port Radio Network Interface Controller (RNIC) *Must be purchased in conjunction with corresponding Subscription: M960-640-001	1+	\$16,332.76

<b>Mutualink Annual Access Software IWS and NICs</b>			
M960-100-001	Mutualink Interop P2P Network Access for the Interoperability Workstation (Annual)	1-2	\$889.94
		3-5	\$845.40
		6+	\$800.85
M960-150-001	Mutualink Interop P2P Network Access Fee for the P-IWS (Annual)	1+	\$889.94
M960-240-001	Mutualink Interop P2P Network Access for the V-NIC (4) (Annual)	1-2	\$813.72
		3-5	\$773.13
		6+	\$732.54
M960-260-001	Mutualink Interop P2P Network Access for the T-NIC (Annual)	1-2	\$813.72
		3-5	\$773.13
		6+	\$732.54
M960-500-001	Mutualink Interop P2P Network Access for the IP-NIC (4) (Annual)	1-2	\$813.72
		3-5	\$773.14
		6+	\$732.55
M960-610-001	Mutualink Interop P2P Network Access for the R-NIC (Annual)	1-2	\$741.45
		3-5	\$704.83
		6+	\$667.21
M960-660-001	Mutualink Interop P2P Network Access for the R-NIC Tone Remote Bundle (Annual)	1-2	\$813.72
		3-5	\$773.13
		6+	\$732.54

M960-170-001	Mutualink Interop P2P Network Access Fee for the P-IWS (Standard), Annual	Annual	\$889.94
M960-700-001	Mutualink Interop P2P Software /Network Access for the V-NIC/v , Commercial Valence , Annual	Annual	\$813.72
M960-720-001	Mutualink Interop P2P Software / Network Access for the T-NIC/v , Commercial Valence , Annual	Annual	\$813.72
M960-740-001	Mutualink Interop P2P Software / Network Access for the R-NIC/v , Commercial Valence , Annual	Annual	\$813.72
M960-760-001	Mutualink Interop P2P Software / Network Access for the IP-NIC/v , Commercial Valence , Annual	Annual	\$813.72
M960-620-001	2 Port R-NIC - Interop P2P Network Access	Annual	\$1,482.91
M960-640-001	4 Port R-NIC - Interop P2P Network Access	Annual	\$2,965.81
M960-920-001	Mutualink Interop P2P Software / Network Access for the GoKit , Annual	Annual	\$3,958.71
<b>Mutualink Network Access, Installation and Misc Equipment</b>			
M980-100-001	Network Access Provisioning - Mutualink Interop P2P Network	One Time Charge	\$904.53
M980-200-001	Site Installation & Configuration - Mutualink Interop P2P Network	One Time Charge	\$1,550.63
M990-100-001	Installation Labor IWS (5)	One Time Charge	\$516.88
M990-150-001	Installation Labor P-IWS	One Time Charge	\$516.88
M990-240-001	Installation Labor - V-NIC (5)	One Time Charge	\$516.88
M990-260-001	Installation Labor - T-NIC (5)	One Time Charge	\$516.88
M990-500-001	Installation Labor - IP-NIC	One Time Charge	\$516.88
M990-610-001	Installation Labor - R-NIC (5)	One Time Charge	\$516.88
M990-660-001	Installation Labor - R-NIC, Tone Remote (5)	One Time Charge	\$516.88
M990-620-001	Site Survey & Installation Labor - 2 Port R-NIC	One Time Charge	\$1,033.75
M990-640-001	Site Survey & Installation Labor - 4 Port R-NIC	One Time Charge	\$2,067.51

M990-700-001	Installation Labor - V-NIC/v, Commercial Valence	One Time Charge	\$516.88
M990-700-101	Staging / Testing V-NIC/v, Commercial Valence	One Time Charge	\$516.88
M990-720-001	Installation Labor - T-NIC/v, Commercial Valence	One Time Charge	\$516.88
M990-720-101	Staging / Testing T-NIC/v, Commercial Valence	One Time Charge	\$516.88
M990-740-001	Installation Labor -R-NIC/v, Commercial Valence	One Time Charge	\$516.88
M990-740-101	Staging / Testing R-NIC/v, Commercial Valence	One Time Charge	\$516.88
M990-760-001	Installation Labor - IP-NIC/v, Commercial Valence	One Time Charge	\$516.88
M990-760-101	Staging / Testing IP-NIC/v, Commercial Valence	One Time Charge	\$516.88
M980-140-001	Wireless Network Access Provisioning - Mutualink Interop P2P Network	One Time Charge	\$2,010.08
M980-180-001	Wireless Network Access Provisioning - Mutualink Interop P2P Network, Compact Hardened	One Time Charge	\$3,058.19
M990-170-001	Installation Labor P-IWS (Standard)	One Time Charge	\$516.88
M940-100-100	Misc Installation and Mounting Hardware (per endpoint)	One Time Charge	\$119.65
M500-851-00D	1 RU Power Distribution Shelf, w/Inter Pwr Supply	One Time Charge	\$222.73
M500-872-00A	Mutualink Power Distribution Shelf for 3 Valence NICs (2 RU)	One Time Charge	\$742.44
M500-873-00A	Mutualink Power Distribution Shelf for 6 Valence NICs (3 RU)	One Time Charge	\$1,039.42
M500-915-001	Panic Button Bundle	One Time Charge	\$856.28
M800-911	Control Station Install Kit	One Time Charge	\$292.03
M840-475	Mutualink streaming/recorind video appliance	One Time Charge	\$2,078.84

M840-539	Network Access Provisioning - Mutualink Interop P2P Network Br1	One Time Charge	\$866.18
M840-589	Network Access Provisioning - Mutualink Interop P2P Network -Hd2	One Time Charge	\$2,473.82
M880-046	Mutualink USB Speaker/Microphone, 15" Gooseneck - VM6	One Time Charge	\$361.32
M940-150-100	Misc HW	One Time Charge	\$494.96
M980-122-001	Network Access Provisioning - Mutualink Interop P2P Network, 29	One Time Charge	\$5,637.62
M980-170-001	Network Access Provisioning - Mutualink Interop P2P Network, H292	One Time Charge	\$9,894.29
M990-001-001	Additional & Custom Installation Work	Hourly	\$129.22
<b>Mutualink K-12</b>			
M400-100-001	K-12 Interoperability Work Station (KIWS) *Must be purchased in conjunction with corresponding Subscription: M964-200-001 K-12 Schools only	1+	\$3,959.70
M400-200-001	K-12, Network Interface Controller (KNIC) (up to 3 Interfaces) *Must be purchased in conjunction with corresponding Subscription: M964-200-001 K-12 Schools only	1+	\$5,939.55
M400-300-001	K-12, Secondary Network Interface Controller (KNIC) K-12 Schools only	1+	\$1,484.89
M964-200-001	Mutualink Interop P2P Network Access Fee for the KNIC & KIWS, Annual	Annual	\$1,187.91
M994-100-001	Installation Labor - KIWS	One Time Charge	\$516.88
M994-200-001	Installation Labor - KNIC	One Time Charge	\$1,550.63
M994-300-001	Installation Labor - Secondary KNIC	One Time Charge	\$516.88
<b>Mutualink Hosted EDGE</b>			
M960-980-001	ML EDGE Client SW , Per Named Agency and User 1 (includes 1 Edge Client Mmgt SW)	One Time Charge Each	\$7,919.40

M960-980-005	ML EDGE Client SW , Per Named Agency and User 2-5	One Time Charge Each	\$4,559.59
M960-980-025	ML EDGE Client SW , Per Named Agency and User 6-25	One Time Charge Each	\$1,277.99
M960-980-050	ML EDGE Client SW , Per Named Agency and User 26-50	One Time Charge Each	\$621.18
M960-980-100	ML EDGE Client SW , Per Named Agency and User 51 - 1300	One Time Charge Each	\$494.96
M960-981-001	ML Edge Additional Edge Client Management Software	One Time Charge Each	\$3,360.79
M960-985-001	ML EDGE Client SW Annual Fee, Concurrent User 1 (per named agency)	Annual	\$692.95
M960-985-005	ML EDGE Client SW Annual Fee, Concurrent Users 2-5 (per named agency)	Annual	\$202.14
M960-985-100	ML EDGE Client SW Annual Fee, Concurrent Users 6-1300 (per named agency)	Annual	\$157.89
M960-986-001	ML Edge Additional Edge Client Management Software Annual Fee	Annual	\$490.01
<b>Mutualink EDGE Appliance</b>			
M500-460-001	Mutualink EDGE 5 *Must be purchased in conjunction with corresponding Subscription: M960-460-001	1+	\$11,478.17
M960-460-001	Mutualink Interop P2P Network Access - EDGE 5, Annual	Annual	\$1,899.66
M500-450-001	EDGE 5 VPN	1+	\$1,925.40
M980-190-001	Network Access Provisioning - Mutualink Interop P2P Network EDGE 5	One Time Charge	\$1,861.71
M980-290-001	Design & Configuration - Mutualink Interop P2P Network EDGE 5	One Time Charge	\$6,202.52
M990-450-001	Design & Installation Labor - EDGE 5 VPN	One Time Charge	\$5,168.77
M990-460-001	Configuration & Installation - EDGE 5	One Time Charge	\$3,585.83

M500-470-001	Mutualink EDGE 25 *Must be purchased in conjunction with corresponding Subscription: M960-470-001	1+	\$26,624.02
M960-470-001	Mutualink Interop P2P Network Access - EDGE 25, Annual	Annual	\$4,686.30
M500-440-001	EDGE 25 VPN	1+	\$5,010.01
M980-160-001	Network Access Provisioning - Mutualink Interop P2P Network, EDGE25/50	One Time Charge	\$9,567.00
M980-260-001	Design & Configuration - Mutualink Interop P2P Network, EDGE25/50	One Time Charge	\$6,202.52
M990-440-001	Design & Installation Labor - EDGE VPN 25	One Time Charge	\$5,168.77
M990-470-001	Configuration & Installation - EDGE 25	One Time Charge	\$5,007.24
M500-480-001	Mutualink EDGE 50 *Must be purchased in conjunction with corresponding Subscription: M960-480-001	1+	\$37,315.20
M960-480-001	Mutualink Interop P2P Network Access - EDGE 50, Annual	Annual	\$6,287.01
M500-430-001	EDGE 50 VPN	1+	\$11,107.94
M980-160-001	Network Access Provisioning - Mutualink Interop P2P Network, EDGE25/50	One Time Charge	\$9,567.00
M980-260-001	Design & Configuration - Mutualink Interop P2P Network, EDGE25/50	One Time Charge	\$6,202.52
M990-430-001	Design & Installation Labor - EDGE VPN 50	One Time Charge	\$5,168.77
M990-480-001	Configuration & Installation - EDGE 50	One Time Charge	\$7,430.10
<b>Maintenance</b>			
M970-100-001	Interoperability Workstation Extended Hardware Warranty (2)	Annual	\$247.48
M970-240-001	V-NIC Extended Hardware Warranty (2)	Annual	\$247.48

M970-260-001	T-NIC Extended Hardware Warranty (2)	Annual	\$247.48
M970-610-001	R-NIC Extended Hardware Warranty (2)	Annual	\$247.48
M995-100-001	Out of Warranty Labor (6)	Hourly	\$133.64
M990-950-001	Support - Sr SE Onsite	Hourly	\$191.44
M990-951-001	Support - Sr SE Remote	Hourly	\$143.58
M990-952-001	Support - Sr SE Travel	Hourly	\$95.72
M990-953-001	Support - SE Onsite	Hourly	\$153.15
M990-954-001	Support - SE Remote	Hourly	\$114.86
M990-955-001	Support - SE Travel	Hourly	\$76.57
M990-956-001	Support - Field Tech Onsite	Hourly	\$129.22
M990-958-001	Support - Field Tech Travel	Hourly	\$64.61

### B.2.3 Optional Renewal Period

These are the applicable pricing schedules for the designated optional renewal periods as provided under this Contract.

Optional Renewal Period	Monthly Cost	Discounted Annual Cost (payment in advance)
Option Renewal Period 1 (1/1/2017 – 12/31/2017)	\$41,036.00	\$477,659.04
Option Renewal Period 2 (1/1/2018 – 12/30/2018)	\$41,036.00	\$477,659.04
Option Renewal Period 3 (1/1/2019 – 12/31/2019)	\$41,036.00	\$477,659.04

## SECTION C - STATEMENT OF WORK

### C.1 OBJECTIVE

This Contract is for the provision of commercial satellite access and teleport services in support of the State of Texas Emergency Communications and Interoperability mission.

### C.2 BACKGROUND

The Department operates or has Memorandums of Understanding ("MOUs") with various agencies to provide forty-four (44) commercial, deployable satellite communications platforms which provide communications for military and civilian field incident command posts during contingencies. Satellite service for the deployed packages provides remote internet connectivity that is the backbone network transmission of Voice, Data, and Video to/from other network points of presence as required in emergency communications and interoperability missions. This Contract will enable the effective coordination and mobilization of satellite service immediately after a disaster strikes. In preparation to deploy and to deploy upon need, satellite service must be on-demand, reliable, scalable, responsive and agile to satisfy the requirements of this Contract.

This Contractor shall provide all necessary satellite access and teleport services.

### C.3 SPECIFIC REQUIREMENTS

The Contractor shall:

- A. Provide, at a minimum, full-time 5Mbps x 3Mbps dedicated always available shared network satellite service capable of simultaneously supporting 15 platforms burstable and shared among all platforms. Each platform currently utilizes a 1.2m or 1.8m dish, 6w or 8w BUC, and iDirect infinity modems.
- B. The X5 and X7 modems provided during Contract shall be owned and managed by the Contractor and/or subcontractor during the term of the Contract.
- C. Within forty-eight (48) hours of notice, be able to expand the bandwidth at the offered and negotiated price for support of all platforms on the network or moving platforms to a shared network at the best possible contention ratio. These options shall be on the same orbital satellite or provide resources to reconfigure the deployed platforms.
- D. The Contractor shall provide an emergency contact twenty four (24) hours, seven (7) days per week, three hundred and sixty five (365) days per year for issues relating to System acquisition and other related issues. The Contractor shall provide a call back, to the jurisdiction requesting assistance, within 30 minutes of notification.
- E. Provide dedicated backhaul from the teleport to Camp Mabry, Austin, TX. This is needed to enable the State of Texas Communications Coordination Group Network Operations Center to access teleport tools for monitoring and managing bandwidth usage, traffic flow, and remote terminal configurations. The Contractor shall invoice this item separately.

- F. Provide continuity of operations capability to move platforms to service provided by alternate facilities and backhaul, with an escalation process in place, following failure of the primary teleport that makes the Service Level Standard(s) ("SLS") null.
- G. Provide up to six VOIP Direct-Inward-Dial phone numbers for each terminal hosted on the teleport provider's VOIP call manager with no toll charges (120 DIDs total). Provide local phone numbers to Dallas, Houston, Austin or other Texas Metropolitan areas.
- H. Allow video traffic over the satellite connections to include but not limited to Video Teleconferencing ("VTC"), analog and IP camera feeds and aircraft video.
- I. Provide 24/7 IP and RF configuration and network management support of remote satellite platform terminal hardware controllers and modems to resolve service issues during deployments of terminals. At a minimum, support C-COM, AVL and TracStar satellite hardware.
- J. Provide remote IT Cisco Router/Switch configuration support for up to 96 hours/year.
- K. Include unlimited public internet bandwidth and Class B IP network with 16 bit mask.
- L. Provide IP support for public internet VPN tunnels.
- M. Provide segregation of Corporate Enterprise traffic, i.e. Department or Texas Military Forces ("TMD"), from virtual local area network ("VLAN").
- N. Include defined Quality of Service ("QOS") on configuration support end-to-end and be adjustable.
  - 1. Provide Service Level Standards along with defined method(s) to assure the Department that the services purchased are actually provided and not loaned or shared with other parties without our consent.
  - 2. Be able to work in concert and at the direction of the State of Texas Communications Coordination Group Network Operations Center that will establish and manage priorities, coordinate bandwidth access, network infrastructure, and configuration of platforms.
  - 3. Extend this Contract month-to-month at the offered and negotiated cost at the end of this Contract's term for a maximum of three (3) months, Section H.16.
  - 4. Provide unlimited VPN access to monitoring tools at the teleport's hub (iMonitor, etc).
  - 5. In direct coordination with the Department the Contractor shall create a transition plan that meets industry and best practices standards and will include, at a minimum, step by step processes, timelines, involved parties' responsibilities, knowledge transfer and functional requirements to ensure transition continuity.

O. Billing requirements:

The Contractor shall:

1. Accept annual payment(s) otherwise authorized under this Contract..
2. Generate reports for monthly total usage for each terminal with comments to reference a mission number or Agency name other than the Texas Military Department (TMD).
3. Provide flexibility in conducting planning with the State of Texas to shape this service to support the requirements but provide the most cost effective approach. The success of this flexibility will contribute to the long term sustainment of this initiative.

**C.4 OPTIONAL MUTUALINK IWS SYSTEMS**

The Department reserves the right, in its sole discretion, to exercise its option to acquire the Optional Mutualink IWS System a la cart during the term of this Contract.

The Department may opt to approve for implementation under this Contract the Optional Mutualink IWS System a la cart and apply to specific platforms designated by the Department.

In direct coordination with the Department Project Manager the Contractor shall create an implementation plan for the option above within thirty (30) days of Contract award. The Department-approved plans for implementing any such option will be incorporated into this Contract through a written amendment to this Contract signed by both parties. The maximum pricing for the Department's exercise of the option and the Contractor's performance of the option shall be in accordance with this Contract.

The Contractor shall comply with the implementation plan approved by the Department and all reasonably related requirements.

Except as otherwise expressly agreed by the Department in the Department-approved implementation plan by specific reference to this Section of this Contract, all requirements of this Contract apply to the Optional Mutualink ISW System a la cart.

**C.5 TECHNICAL CONSIDERATIONS**

- A. The satellite modem shall be shipped preconfigured for *Multi Network* (configured to support acquisition of both teleport networks) when equipment is purchased through the Contractor.
- B. The Contractor shall provide twenty-four (24) hour shipment of a pre-configured modem, at the offered and negotiated cost, in the event these components fail in the field. This will allow platforms to remain operational until those units can be replaced.

## **C.6 SERVICE CONSIDERATIONS**

**The Contractor shall maintain resiliency, redundancy, availability, and continuity through a multi Satellite Network Service Solution that will provide Dual Teleport Options with Bicoastal Teleports for maximum protection addressing:**

- A. Regional disasters and infrastructure disruptions.
- B. Fiber cuts and other utility disturbances in the vicinity of the teleport.
- C. Equipment failure of any satellite components - spacecraft, antenna, teleport, etc.
- D. Full IP address portability between teleport facilities.
- E. Never reconfigure equipment just to switch teleports.
- F. Switch between teleports with supported antenna controllers.
- G. Look angle diversity in the event there is a need to address a line of site issue or improved elevation during deployments.
- H. Additional satellite options available as they are added to the network.
- I. Redundant teleports with redundant hubs allowing for less than 30 minute recovery should primary Teleport fail for any reason.
- J. The ability to provide MESH networks.
- K. Need for failover.
- L. Multi-teleport in a redundant configuration.
- M. Business continuity options.
- N. Disaster recovery option (not always active, but available when necessary).

## **C.7 INFORMATION TECHNOLOGY (IT) REQUIREMENTS**

The Contractor shall comply with the following standards and requirements wherever they are applicable to this Contract. The Department shall have the sole right to waive specific requirements if in its sole judgment doing so would mitigate costs or risks or significantly improve the installed and configured System.

## **C.8 TESTING REQUIREMENTS, IMPLEMENTATION AND ACCEPTANCE**

All testing activities will include the following, but not limited to:

### **C.8.1 Implementation and Acceptance**

The Department shall work closely with the Contractor to insure each phase of this project is complete; however, completion of any one phase specified in this Contract does not constitute full completion and acceptance of the project's requirements.

### **C.8.2 Unit Testing:**

- A. In direct coordination with Department Project Manager the Contractor shall select a list of test cases based on the requirements of this Contract, the Implementation Plan, Project Plan and Schedule.
- B. The Contractor shall also provide the Department with the results of the Unit test cases that were executed to completion.
- C. Based on the outcome of successful unit testing, the Contractor shall advance to the next step of System Testing. Successful unit testing will be defined as 100% pass rate of all defined unit test cases with no outstanding issues/defects. The Contractor shall perform all these tests in a development environment.

### **C.8.3 System Testing:**

- A. The Contractor shall provide to the Department for review and approval by Department QA testing staff, documented test cases that will be performed during the Contractor system testing to validate the successful migration and installation of the System before any System Testing begins.
- B. The Contractor shall perform System Testing in the Contractor QA Environment and provide test results to the Department.
- C. The Contractor shall log all defects found during the System Testing in the agreed upon defect tracking application.
- D. The Contractor shall investigate any defects found during System Testing and participate in Defect Triage meetings with the Department to determine defect outcome and resolution.
- E. The Contractor shall provide defect fixes in the timeframe as defined in SLA.
- F. The Contractor shall demonstrate all components of the Application Software are performing as defined in the System Test cases and Business Requirements, including interfaces with other systems (Baseline Interfaces), in the specified System Hardware, Operating Software and Network Environment (System Environment).

### **C.8.4 Performance/Load Testing:**

Performance/Load Testing will be performed by the Department in coordination with the Contractor in instances where internal metrics (network load, etc.) cannot be captured by the Contractor. The Department shall also help coordinate internal resources to provide oversight and assistance when necessary.

- A. The Contractor shall provide documented test cases to the Department that will be performed during the Contractor performance and load testing to validate the successful performance of the satellite network.
- B. The Contractor shall capture the average data throughput for the System and the maximum number of concurrent users before service degradation to ensure user traffic does not have an adverse effect on the Department network and provide these results to the Department.
- C. The Contractor shall conduct performance and load testing that will demonstrate their system is capable of meeting metrics as defined by the Department.
- D. The Contractor shall provide performance and load test results to the Department for review and approval.
- E. Based on the outcome of successful performance and load testing, the Contractor shall advance to the next step of System Integration Testing. Successful performance testing will be defined as 100% pass rate of all defined test cases with no outstanding issues/defects. The Contractor shall perform all these tests in a production-like environment.

#### **C.8.5 System Integration Testing:**

The Department shall perform System Integration Testing independently or jointly with the Contractor, following successful completion and documentation of the Contractor's and the Department's System Testing. Successful completion is defined as 100% pass rate of all defined System Test cases with no outstanding issues/defects.

- A. The Contractor shall provide assistance during the System Integration Testing process by providing technical and Quality Assurance (QA) resources that will answer questions and provide clarifications and/or fixes to any issues encountered during the System Integration Testing cycle. This support will be performed remotely or in person at the Department facility. Remote support will consist of, but is not limited to, remote server control mechanisms, WebEx review sessions, telephone conference calls and email exchanges. System Integration Testing will focus on the integration and interaction with other Department systems, external systems, or third party components and will be based on the Department requirements as well as the Contractor's System Design Specification.
- B. The Contractor shall provide a User Acceptance Testing environment upon successful completion of System Integration Testing.
- C. The Department shall log all defects found during the System Integration Testing in the agreed upon defect tracking application.
- D. The Contractor shall investigate any defects and participate in Defect Triage meetings with the Department to determine defect outcome and resolution.
- E. The Contractor shall provide a documented response to the documented defect in the agreed upon defect tracking application.
- F. The Contractor shall provide defect fixes in the timeframe as defined in the SLA.

- G. The Contractor shall provide Release Notes containing an open issues log for each test iteration.
- H. At the Department's sole discretion, test cases may be modified or added to ensure completeness, accuracy and quality of the delivered System as defined in business and technical documentation.
- I. Based on the successful outcome of System Integration Testing, the Department shall advance to User Acceptance Testing (UAT). Successful System Integration Testing will be defined in the Test Plan documentation created by the Department.
- J. System Integration testing will not be considered successful if outstanding Severity one (1) or Severity two (2) defects pending resolution remain.

**C.8.6 User Acceptance Testing (UAT):**

- A. Following successful completion of the System Integration Testing, or System Test for Contractor Hosted systems, the Department shall coordinate and execute UAT in the Contractor's (UAT) environment.
- B. UAT shall be performed by Department end users based on UAT test cases created by the Department.
- C. The Department shall notify the Contractor of any defects found during UAT of the System.
- D. The Contractor shall investigate any defects and participate in Defect Triage meetings with the Department to determine defect outcome and resolution.
- E. The Contractor shall provide defect fixes in the timeframe as defined in the SLA.
- F. If the number of defect failures prevents all systems from operating as described above, the Department may reject the entire final System.
- G. If all criteria are not met as defined in the Department's Quality Assurance Entry and Exit Criteria document (Exhibit J.6), or the Contractor's System does not meet the defined business requirements, the Department may reject the final System.

**C.8.7 Final Acceptance:**

Final acceptance of the System will not occur until ninety (90) business days after the review period, to include thirty (30) business days failure free operation of the System and delivery of all required documentation.

**C.8.8 Failure Resolution:**

Upon failure of any test within the control of the Contractor, the Contractor shall 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 (10) business days. The Department shall provide written approval or denial within five (5) business days.

If a system requires modification, the fault will be corrected and the test repeated until successfully completed.

- A. Major discrepancies that will substantially delay receipt and acceptance of the System will be sufficient cause for rejection of the System. Failure to satisfy the requirements of any test is considered a defect and the System will be subject to rejection by the Department. Any rejected System may be offered again for retest provided all noncompliance has been corrected.
- B. Resolution of System Integration Test Failure. If the System fails the System Integration Test, the Contractor shall correct the fault and then the Department shall repeat the Systems Integration Test until successfully completed.
- C. Resolution of Final Acceptance Test Failure. If a defect within the System is detected during the Final Acceptance Test, the Department shall document the failure. The Contractor shall research, document and correct the source of failure. Once corrective measures are taken, the Department shall monitor the point of failure until a consecutive thirty (30) calendar day period free of defects is achieved.

#### **C.8.9 Retest**

The Contractor and the Department shall mutually agree to re-test per Section C.7 Testing Requirements, Implementation, and Acceptance, as determined by the environment where the issue is to be addressed. If the System downtime exceeds seventy-two (72) hours or System has not operated for thirty (30) consecutive business days free of defects within the ninety (90) business day period, the Department may extend the test period by an amount of time equal to the greater of the downtime in excess of seventy-two (72) hours or the number of days required to complete the performance requirement of an individual point of failure.

#### **C.9 DEPARTMENT RECORDS AND DATA RETENTION**

- A. Upon conclusion of this Contract, including management transition to the Department or another Contractor, all agency data and reports and the complete, certified set of fully, properly documented, and commented application programming files and logs developed by the Contractor specifically for this Contract shall revert to the Department. This shall include, but not limited to customized code, data and images, data and images indices, data and image indexing or analysis, and logging tools and information not present in the Contractor's product as normally initially delivered to other clients.
- B. Agency records shall be labeled and delivered in a manner satisfactory to the Department. The Contractor shall comply with additional instructions pertaining to Department records as detailed in Section H.55, Books and Records, of this Contract.
- C. In the event the Contractor requires copies of any records after conclusion of this Contract or this Contract's expiration and Facility management transition, the Department shall furnish copies to the Contractor at the Contractor's expense.
- D. Records shall be maintained in accordance with the Department's Records Retention schedule as detailed in Section E.2, Inspection by State Employees.

## SECTION D – REPORTS AND DATA

### D.1 CONTRACT COMPLIANCE REPORTS REQUIRED FROM CONTRACTOR

The Contractor shall submit the reports in this Section during the course of this Contract. These reports may be revised or additional reports may be required at the Department's sole discretion.

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY
Monthly	Last business day	Invoices for goods and services provisioned, tested and accepted for previous month.	Contract, Section G.2 and G.3
Monthly	5 <sup>th</sup> business day to Contract Administrator	HUB Subcontracting Plan (HSP) Prime Vendor Progress Assessment Report	Contract, Exhibit J.1
Other	Each instance	Copy of each subcontract	Contract, Section I.2.D
Other	Within ten (10) calendar days of receipt of audit report	Corrective Action for Items of Non-Compliance identified	Contract, Section E.1.F
Other	Prior to Execution of Contract and upon renewal or replacement	Insurance Requirements	Contract, Section I.1
Other	Prior to next testing phase or request for payment	Test and Acceptance Documented Results; Department Test/Exit Criteria; Final Acceptance Document	Contract, Section C.8, Exhibits J.5, J.6
Annual	Prior to Execution of Contract and again within one-hundred twenty (120) calendar days after the end of the Contractor's fiscal year	Financial Rating	Contract, Section G.3.8
Other	Prior to execution of Contract and when requested by the Department	CJIS Security Addendum and Certification	Contract, Section I.20

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION OF SERVICES**

- A. Acceptance criteria for all deliverables under this Contract may be found in Section C.
- B. The Department has the right to inspect and validate all products, services and deliverables called for by this Contract, to the extent practicable at all times and places during this Contract. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's performances of this Contract. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in this Contract's price, all reasonable assistance for the safe and convenient performance of these duties.
- C. If any deliverables do not conform to this Contract's requirements, the Department shall require the Contractor to perform the deliverables or services again in conformity with this Contract's requirements, at no increase in this Contract's amount, in addition to all other legal and equitable remedies.
- D. The Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor, including financial records, maintenance records, employee records including time, and attendance records generated by the Contractor and its subcontractors in connection with performance of this Contract.
- E. If subject to the outcome of an audit, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by the Contractor, then the Department shall exercise its rights of recovery of money owed as authorized in Section G.3 of this Contract.
- F. If any services are non-compliant with this Contract's requirements, the Contractor will be notified describing specific areas of non-compliance. The Contractor shall have a ten (10) calendar day period to file a written response detailing corrective action taken to all such items of non-compliance. The response will include supporting documentation. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan will not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items will be taken. If an item of non-compliance cannot be resolved between the Contractor and the Department, and such item remains uncorrected for a period of ten (10) calendar days or longer after written notification to the Contractor, then such item will be declared to be an Event of Default.

### **E.2 INSPECTION BY STATE EMPLOYEES**

- A. The Contractor shall provide and maintain all documentation pertaining to quality testing, acceptance of deliverables, maintenance and warranty records, inventories of equipment per location, and all reports necessary as per the terms of this Contract, in a manner acceptable to the Department for the deliverables provided under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Department during this Contract's performance and for a period of four (4) years after the termination of this Contract.

- B. The Contractor shall provide entry at all times to the Department, the Public Safety Commission, any authorized employee/agent for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as well as any other persons designated by the Department including Office of the Inspector General, will be admitted to monitor the delivery of deliverables.

### **E.3 MONITORING CRITERIA**

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

## **SECTION F - DELIVERIES OR PERFORMANCE PERIOD**

### **F.1 CONTRACT TERM**

This Contract will have a Base Period from Date of Award through December 31, 2016, with three (3) one (1) year Optional Period Renewals: January 1, 2017 through December 31, 2017; January 1, 2018 through December 31, 2018; and January 1, 2019 through August 31, 2019.

This Contract may also be extended as per Section H.16, Option to Extend Service.

The terms, conditions, and rates for all extensions will remain as stated in this Contract. The continuation of this Contract for any period of time is subject to the availability of federal and any other applicable funding.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT ADMINISTRATOR, CONTRACT MONITOR

#### G.1.1 Authorized Representative

- A. In reference to the Contractor, it's President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative will be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. The Director is hereby designated as the Department's Authorized Representative.

The Director has established designee authority on his behalf for matters requiring signature approval of the Authorized Representative. The Department's Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.

- C. Any party may designate any person as its Authorized Representative, at any time, by delivering to the other party a written designation signed, if on behalf of Contractor by its President or any Vice President; or if on behalf of the Department by the Director. Such designations will remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative or his designated Representative is

The only person authorized to make or approve changes in any Contract requirements, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Director or his designated Representative. In the event the Contractor makes any change at the direction of any person other than the Director or his designated Representative, the change will be considered to have been made without authority and no adjustment will be made in this Contract price to cover any increase in cost incurred as a result thereof.

#### G.1.2 Department Contract Administrator

- A. The Contract Administrator for administration of this Contract is Kenneth Maze.
- B. The telephone number for the Contract Administrator is (512) 424-7347
- C. The e-mail address is [Kenneth.Maze@dps.texas.gov](mailto:Kenneth.Maze@dps.texas.gov)

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

#### G.1.3 Department Contract Monitor

- A. The Contract Monitor for this Contract is Todd Spencer.
- B. The telephone number for the Contract Monitor is (512) 424-7129

C. The e-mail address is Todd.Spencer@dps.texas.gov

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

The Contract Monitor does not have the authority to alter the Contractor's obligations or to change this Contract's specifications, price, terms or conditions.

If, as a result of technical discussions, it is desirable to modify this Contract, changes will be issued in writing in a contract modification and signed by the Department's Authorized Representative or his designee.

#### **G.1.4 Department Project Manager**

A. The Project Manager for this Contract is Gabriella McKittrick.

B. The telephone number for the Project Manager is (512) 424-7523

C. The e-mail address is Gabriella.McKittrick@dps.texas.gov

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

#### **G.1.5 Contractor Project Manager**

A. The Contractor Project Manager for this Contract is Michael Weaver.

B. The telephone number for the Contractor Project Manager is (949) 655-1033

C. The e-mail address is Michael.Weaver@ipinternational.net

The Contractor shall provide a Project Manager for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the State. The Contractor Project Manager shall report to the Department Project Manager or their designee. The Contractor Project Manager shall have full authority to act for the Contractor in the performance of this Contract. The Contractor Project Manager or a designated representative shall meet with the Contract Monitor and Department Project Manager to discuss problems as they occur. The Contractor Project Manager or designated representative shall respond within three (3) working days after notification of the existence of a problem.

#### **G.2 INVOICE REQUIREMENTS**

The Department shall pay the Contractor on the basis of itemized invoices submitted to and approved by the Department, showing the actual deliverables provided and the attendant charge. Itemized invoices will clearly identify the project phase or title, deliverables delivered, the number of hours that each allocated employee worked, and the date range of work performance for this associated charge.

- A. The Contractor's Invoice will include the following:
1. This Contract number;
  2. Remittance Address; and
  3. Prompt Payment Discount (the Contractor may offer a prompt payment discount, i.e., 1%, fifteen (15) days (refer to page 1, block 7 of this Contract) if the Contractor desires expedited Payment).
- B. An invoice copy will be sent electronically to [apinvoices@dps.texas.gov](mailto:apinvoices@dps.texas.gov), [Todd.Spencer@dps.texas.gov](mailto:Todd.Spencer@dps.texas.gov). An original, hard-copy invoice, if required by Contractor, shall be submitted to the office designated below:

**TXDPS - Accounts Payable**

**P.O. Box 4087**

**Austin, Texas 78773**

**The State will not incur any penalty for late payment if the invoice was not mailed to the appropriate address identified herein.**

**G.3 PAYMENTS**

- A. It is recommended that the Contractor receive Payments via Electronic Funds Transfer (EFT), also known as Direct Deposit. If the Contractor elects to be set up for Direct Deposit Payment, the Contractor Direct Deposit authorization form may be obtained from the Department Contract Administrator. Upon the effective date of this Contract award, the Contractor shall submit a completed authorization form.
- B. Regardless as to whether Direct Deposit is chosen, the Contractor will submit a completed Contractor Direct Deposit/Advance Payment Notification Authorization (Exhibit J.3) and Substitute W-9 Form (Exhibit J.4) to the following address:

**TXDPS - Accounts Payable**

**P.O. Box 4087**

**Austin, Texas 78773**

**Attention: Mary Hamilton**

**Reference: Contractor Set-up for Contract 405-16-P007166**

**Notes: Contact Kenneth Maze when completed (512-424-7347 or [Kenneth.Maze@dps.texas.gov](mailto:Kenneth.Maze@dps.texas.gov)).**

- C. If the Contractor has previously submitted a completed Contractor Direct Deposit/Advance Payment Notification Authorization and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted. However, the Contractor is required to provide their eleven (11) digit Texas

Identification Number (TINS) previously provided to Contractor by the Texas Comptroller of Public Accounts.

TINS: 120828510850

### **G.3.1 Billing and Payment**

- A. The Texas Government Code, Chapter 2251 (the "Prompt Payment Act") will govern payment and accrual of interest on any overdue payments.
- B. Transition and Implementation: Notwithstanding anything else to the contrary in this Contract, the Department will not make any payments of any amount to the Contractor or any other entity or person, and the Contractor will not submit any invoices, until the Contractor has received from the Department a written Final Acceptance Document, (Exhibit J.5) signed by the Department's Contract Monitor specifically stating that the Department accepts the work and Contractor is authorized to submit an invoice.
- C. If the Department, for any reason, including lack of supporting documentation, disputes any items in any invoices submitted by the Contractor, the Department shall place a hold on the disputed items and pay the remaining amount of the invoice. The Department shall timely notify the Contractor of the dispute and request clarification and/or remedial action.
- D. If the dispute is resolved in the Contractor's favor, the Department shall pay the remaining portion of the original invoice in accordance with the Prompt Payment Act. If the dispute is resolved in the Department's favor, the Contractor shall resubmit an invoice reflecting all corrections.

### **G.3.2 Payment Adjustment**

- A. The Department may elect to deduct from the Contractor Payment as specified in Section G.3.4, Deductions for Unacceptable Compliance and Section G.3.5, Withholding of Payment, any amount specified in or any money determined to be due as specified in Section E.1.E.
- B. If it is determined that the remaining amount of the Contractor Payment is not adequate to cover the money determined to be due to the Department, then all remaining Contractor Payment will be withheld and an invoice issued to the Contractor for the remaining amount due.
- C. The Contractor shall pay the invoiced amount within thirty (30) calendar days of receipt unless the Contractor and the Department mutually agree on an alternative payment method.

### **G.3.3 Late Payment**

Any amount owed to the Contractor more than one (1) calendar day beyond the date such amount is due as described in Section G.3 hereof will accrue interest each day that such amount is not paid at the rate specified by Texas Government Code, §2251.025, provided, however, that this provision will not excuse failure by the Department to make payment in strict accordance with this Contract.

#### **G.3.4 Deductions for Unacceptable Compliance**

- A. The Contractor's failure to meet the listed specifications of this Contract will result in a deduction to the Contractor payment.
- B. Non-compliance could result in the Department purchasing or replacing services or deliverables and deducting the cost from the Contractor payment.

#### **G.3.5 Withholding of Payment**

- A. The Department shall have the right to withhold the Contractor Payment until the failures described below have been corrected.
  - 1. Failure to submit reports required in Section D.1 Contract Compliance Reports required from Contractor;
  - 2. Failure to respond to audit reports; and
  - 3. Failure to correct identified areas of non-compliance to the satisfaction of the Department within ten (10) calendar days upon receipt of written notification.
- B. The Department will not pay interest to the Contractor for monies so withheld.
- C. The Contractor Payment withheld will be released upon the Department's satisfaction that compliance has been achieved for thirty (30) consecutive days.
- D. In the event that money is due to the Department for the Contractor's failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for the Department 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 the Department will not exceed one-hundred twenty (120) calendar days from date of this Contract's termination.

#### **G.3.6 Payment of Debt Owed to the State of Texas**

As required by Texas Government Code, Section 2252.903, payments due under this Contract will be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. The Contractor shall comply with rules adopted by the Department under Texas Government Code, Sections 403.055, 403.0551, 2252.903, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

#### **G.3.7 Right to Offset**

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

### **G.3.8 Annual Financial Ratings**

- A. The Contractor shall submit to the Contract Administrator financial rating information acceptable to the Department as described in Section B.1.3 within one hundred twenty (120) calendar days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor shall allow the Department or its representative's access to all its corporate books relative to the services provided hereunder, to cooperate in any audits thereof.
- C. Notwithstanding anything else in this Section G.3.8 or any other provision of this Contract to the contrary, the Contractor shall fully cooperate with state and federal representatives in audits of the Contractor's performance and receipt of funds under this Contract or applicable law, including, but not limited to, the audits described in Section H of this Contract.

## **SECTION H – TERMS AND CONDITIONS**

Subcontractors shall also comply with these provisions.

### **H.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR AND LEGISLATIVE ACTIONS**

- A. The Department is a state agency whose authority is subject to the actions of the Texas Legislature and the United States Congress. All obligations of the Department are subject to the availability of legislative appropriations or, if applicable, the availability of federal funds applicable to this Contract. The Contractor acknowledges that the ability of the Department to make payments under this Contract is contingent upon the availability of funds. The Contractor further acknowledges that funds may not be specifically appropriated for this Contract and the Department's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the Department.
- B. The Department may immediately terminate this Contract, in whole or in part, without penalty to, or any liability whatsoever on the part of the Department, the State of Texas, and the United States if the Department and/or the subject matter of this Contract become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the deliverables to be provided under this Contract impossible, unnecessary, void, or substantially amended or that would terminate the appropriations for this Contract. The Department is not required to provide thirty (30) calendar days written notice as termination under this section is immediate.
- C. The Department is a state agency receiving grant funding from State or Federal Grantor sources. The Department may immediately terminate this Contract, in whole or in part, without penalty to, or any liability whatsoever on the part of the Department, the State of Texas, and the United States if the State or Federal Grantor terminates or reduces the funding necessary for performance of this Contract. The Department is not required to provide thirty (30) calendar days written notice as termination under this section is immediate.
- D. The Department may, upon thirty (30) calendar days written notice to Contractor, reduce the deliverables in such manner and for such periods of time as the Department may elect if funding or appropriations for this Contract are reduced by law, the statutory amount of compensation authorized for the Contractor is reduced by law, or the Legislative Budget Board requests the Department to reduce the Department budget by a certain percentage.

### **H.2 NEWS RELEASES, ADVERTISEMENTS, AND PUBLICITY**

- A. The Contractor will not make any news releases, public announcements or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this Contract, without the express, prior written approval of the Department, and then only in accordance with explicit written instructions from the Department.
- B. The Contractor will not use the name of the State of Texas or the Department in any advertisement, promotion or otherwise for any purpose regarding this Contract without

the express prior written consent of the Department. The Department is not authorized to provide endorsements.

1. Notwithstanding the foregoing, the Contractor may make any disclosure required by law or regulation without the approval of the Department.

### **H.3 FURTHER OPPORTUNITY TO CURE**

- A. If an Event of Default of the type specified in Section H.4.1 occurs and if the Contractor reasonably believes that such Event of Default cannot be cured within the ten (10) business days allowed in Section E.1.F but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the ten (10) calendar day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. The Department shall promptly review Contractor's plan for curing an Event of Default and at its discretion, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The Department's decision will be communicated in writing to the Contractor.
- D. The Department will not exercise its remedies thereunder with respect to such Event of Default while the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. The ten (10) calendar day time period will be tolled during the time the request was pending, if the Department does not allow the Contractor an extension of the cure period.

### **H.4 TERMINATION**

This Contract may be terminated or cancelled in any of the following circumstances:

#### **H.4.1 Termination by Default**

The Department shall notify the Contractor in writing of any failure or default if the Contractor fails to carry out or comply with any requirements of this Contract (including but not limited to any statement, representation or warranty in this Contract that is false, misleading, or erroneous in any material respect). The Department's notification will demand that the failure or default be remedied within ten (10) calendar days. The Department shall have the right to cancel this Contract upon ten (10) calendar days from written notice if the Contractor fails to remedy such failure or default within the ten (10) calendar day period.

#### **H.4.2 Termination for Unavailability of Funds**

This Contract may be terminated as provided in Section H.1 herein entitled "Availability of Funds for Next Fiscal Year and Legislative Actions." The Parties understand and agree that the obligations of the Department under this Contract are contingent upon the availability of funds to meet the Department's liabilities hereunder. The Department may immediately terminate this Contract without penalty to or any liability whatsoever on the part of the Department, the State of Texas, and the United States, if these funds become unavailable to the Department.

#### **H.4.3 Termination for Convenience**

This Contract may be terminated, without penalty, by the Department, without cause by giving thirty (30) calendar days written notice of such termination to the Contractor.

#### **H.4.4 Termination by Mutual Agreement**

This Contract may be terminated upon mutual written agreement.

#### **H.4.5 Termination for Cause**

This Contract may be terminated by the Department if the Contractor fails to perform as agreed or is otherwise in default, without the necessity of complying with the requirements in Section H.4.1 herein entitled "Termination by Default." The Department shall provide the Contractor with written notice to terminate this Contract, which termination will become effective immediately upon the Contractor's receipt of the notice.

#### **H.4.6 Termination for Listing on Federal Excluded Party List, the Terrorism List (Executive Order 13224) or on the State of Texas Debarred Contractor List**

The Department shall have the absolute right to terminate this Contract without recourse as follows: a) if the Contractor becomes listed on the prohibited Contractor list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control; or b) if the Contractor becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management ("SAM") maintained by the General Services Administration; or c) if the Contractor becomes listed on the State of Texas Debarred Vendor List. The Department shall provide the Contractor with written notice to terminate this Contract, which termination shall become effective immediately upon the Contractor's receipt of the notice.

#### **H.4.7 General Termination Provisions**

- A. The termination of this Contract, under any circumstances whatsoever, will not affect or relieve the Contractor from any obligation or liability that may have been incurred pursuant to this Contract, and such cancellation by the Department will not limit any other right or remedy available to the Department at law or in equity.
- B. This Contract does not grant the Contractor a franchise or any other vested property right. The Department reserves the right, in its sole discretion, to solicit or contract with other contractors for similar services and deliverables under this Contract at any time. Except as expressly authorized by the Department under this Contract during the term of this Contract, the Contractor's provision of self-service and deliverables under this Contract is not exclusive. In all events, no minimum number of applications is guaranteed. In all events, no minimum amount of compensation is guaranteed.
- C. The Department will not be considered in default or breach of this Contract, nor will it give rise to any liability whatsoever on the part of the Department whether such claims of the Contractor are for compensation of anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason in the event of termination hereunder.

- D. The Contractor shall, unless mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The Department shall be liable for payments limited only to the portion of the work the Department authorized in writing and which the Contractor has completed, delivered to the Department, and which has been accepted by the Department. All such work will have been completed, per this Contract's requirements, prior to the effective date of termination.
- E. The Contractor shall deliver to the Department all completed, or partially completed work and any and all documentation or other products and results of these services no later than the first calendar day after the termination of this Contract, or at the Department's request. Failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of this Contract. The Contractor will not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the Department.
- F. The Department reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to the Department under this Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination is at the Contractor's request or if termination is for cause. This right is in addition to any other remedies available to the Department under this Contract or applicable law. The Department reserves the right to pursue any and all applicable rights and remedies if this Contract is terminated for any reason and the Department expressly waives no such rights or remedies.
- G. The Department reserves the right to cancel this Contract without notice and either re-solicit or re-award this Contract to the next best responsive and responsible Contractor if the Contractor defaults on this Contract. The Department will not consider the defaulting Contractor in the re-solicitation and the Department may not consider the defaulting Contractor in future solicitations for the same type of work, unless the specification or scope of work significantly changes. The Department will determine the period of suspension based on the seriousness of the default.
- H. The Department and the State of Texas will not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination if this Contract is terminated for any reason. However, the Contractor may be entitled to the remedies provided in Texas Government Code, Chapter 2260.

## **H.5 DISPUTE RESOLUTION**

- A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor will be resolved as follows:
  - 1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Contractor to attempt to resolve all disputes or contract claims arising under this Contract.
  - 2. The Contractor's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business will be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.

3. The Contractor shall initiate the process by submitting written notice, as required by Subchapter B, to the Procurement and Contract Services Director or designee, at 5805 North Lamar Blvd, Bldg. A, Austin, Texas 78752.
  4. Said notice will specifically state that the provisions of the Texas Government Code, Chapter 2260, Subchapter B, are being invoked, and will also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under this Contract.
  5. Compliance by the Contractor with the Texas Government Code, Chapter 2260, Subchapter B, is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C.
  6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of this Contract by the Department if the parties are unable to resolve a dispute under this subparagraph (A).
  7. Compliance with the contested case process provided in the Texas Government Code, Chapter 2260, Subchapter C, is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.
  8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to this Contract will be considered a waiver of sovereign immunity to suit.
- B. In addition to complying with Texas Government Code, Chapter 2260, the Contractor shall comply with the Department administrative rules published in the Texas Administrative Code, Title 37, Public Safety and Corrections, Part I, Texas Department of Public Safety, Chapter 34, Negotiation and Mediation of Certain Contract Disputes.
- C. The Contractor shall continue providing the deliverables as directed, in a diligent manner and without delay, and shall conform to Department directives, decisions, or orders, be governed by all applicable provisions of this Contract, unless directed otherwise in writing by the Department at all times during the course of the dispute resolution process. The Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

## H.6 INDEMNIFICATION

### H.6.1 Acts or Omissions

**THE CONTRACTOR SHALL DEFEND INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF**

THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THE DEFENSE WILL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE CONTRACTOR AND THE DEPARTMENT SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

#### H.6.2 Infringements

- A. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF THE CONTRACTOR PURSUANT TO THIS CONTRACT. THE CONTRACTOR AND THE DEPARTMENT SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE WILL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
- B. THE CONTRACTOR SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY: (I) USE OF THE PRODUCT OR SERVICE FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED, (II) ANY MODIFICATIONS MADE TO THE PRODUCT WITHOUT THE CONTRACTOR'S WRITTEN APPROVAL, (III) ANY MODIFICATIONS MADE TO THE PRODUCT BY THE CONTRACTOR PURSUANT TO THE DEPARTMENT'S SPECIFIC INSTRUCTIONS, (IV) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO THE DEPARTMENT, OR (V) ANY USE OF THE PRODUCT OR SERVICE BY THE DEPARTMENT THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT.
- C. IF THE CONTRACTOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR THE DEPARTMENT PROVIDES THE CONTRACTOR WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, THE CONTRACTOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST THE DEPARTMENT, SHALL), AT THE CONTRACTOR'S SOLE OPTION AND EXPENSE; (I) PROCURE FOR THE DEPARTMENT THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE, OR (II) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALLY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT THE DEPARTMENT'S USE IS NON-INFRINGEMENT.

### **H.6.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

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

### **H.7 NO WAIVER OF DEFENSES**

Nothing in this Contract will be construed as a waiver of the state's sovereign immunity. This Contract will not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or to be considered as a basis for estoppel. The Department does not waive any privileges, rights, defenses, or immunities available to the Department by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

### **H.8 INDEPENDENT CONTRACTOR**

The Contractor and its employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under this Contract. The Contractor and its employees, representatives, agents and any subcontractors will not be employees of the Department. Should the Contractor subcontract any of the services provided under this Contract, the Contractor expressly understands and acknowledges that in entering into such subcontracts, the Department is in no manner liable to any subcontractor(s) of the Contractor. In no event will this provision relieve the Contractor of

the responsibility for ensuring the services rendered under all subcontracts are rendered in compliance with this Contract.

#### **H.9 APPLICABLE LAW; VENUE**

This Contract will be governed by and construed in accordance with the substantive and procedural laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction in Travis County, Texas.

#### **H.10 ASSIGNMENT**

The Contractor will not assign or transfer any interest in or duty under this Contract without the express, prior written consent of the Department at its sole discretion. An attempted assignment in violation of this clause is null and void. Any approved assignment will not relieve the assignor of any liability or obligation under this Contract.

#### **H.11 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS**

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

#### **H.12 APPROVAL OF CONTRACT**

This Contract is subject to written approval of the Department Director or the Director's designated representative and will not be binding until so approved.

#### **H.13 NON-DISCRIMINATION**

- A. In the performance of this Contract, the Contractor warrants that it will not discriminate against any person, employee, subcontractor, participant or provider on the basis of race, color, disability or perceived disability, religion, sex, sexual orientation, national origin, creed, political belief, genetic information, or age, and in accordance with the following:
- B. The Contractor will not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this non-discrimination clause in conspicuous places, available to employees and applicants for employment.
- C. The Contractor shall state that it is an equal opportunity employer in all solicitations or advertisements for employees and/or the purchase of services, provided however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting this requirement.

- D. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions will be binding upon each subcontractor or the Contractor.
- E. Contractor represents and warrants that it shall comply with the requirements of the Americans with Disabilities Act (ADA).

#### **H.14 AMENDMENTS**

Except as provided in Sections H.15 and H.16 of this Contract, this Contract may be amended only upon written agreement between the Department and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas will be void ab initio.

#### **H.15 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- A. The Department may, at its sole discretion, extend the term of this Contract by written Contract modification to the Contractor prior to this Contract's expiration.
- B. The preliminary notice does not commit the Department to an extension.
- C. If the Department exercises this option, the extended Contract will be considered to include this option provision.

#### **H.16 OPTION TO EXTEND SERVICES**

- A. The Department may require continued performance of any services within the limits and at the rates specified in this Contract.
- B. The Department reserves the right to extend this Contract for a ninety (90) calendar day period at the end of this Contract and/or extension period for the purpose of re-advertising the service, awarding a new Contract, and transitioning into a new Contract.
- C. This option provision may be exercised more than once, but the total extension of performance hereunder will not exceed six (6) months.

#### **H.17 SEVERABILITY**

In the event that any provision of this Contract is held invalid, void, unenforceable or illegal in any respect by a final order/judgment of the State Office of Administrative Hearings or a court of competent jurisdiction, then the remaining terms, provisions, covenants, and conditions of this Contract will remain in full force and effect, and will in no way be affected, impaired, or invalidated.

#### **H.18 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

By entering into this Contract, the Contractor certifies and ensures that it utilizes and shall continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract;  
and

2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of the Department an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the Department and at no fault to the Department, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the Department must undertake to replace the terminated contract.

#### **H.19 LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS**

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

#### **H.20 PUBLIC SAFETY COMMISSION CONTRACT REVIEW**

The Texas Public Safety Commission or the Commission's designee (Commission) will receive notification of the following contracts awarded by the Department since the last Commission meeting:

- A. Contracts valued at one-million and no/100 dollars (\$1,000,000.00) or more, including available renewal options;
- B. Contract amendments (other than exercise of available renewal options) valued at one-hundred thousand and no/100 dollars (\$100,000.00) or more that increase the value of the original contracts by 50% or more; and
- C. Contract amendments (other than exercise of available renewal options) valued at five hundred thousand and no/100 dollars (\$500,000.00) or more.

The Assistant Director, Administration, shall submit these reports to the Commission. The Commission shall review contracts prior to or after award by the Department if required by applicable law.

#### **H.21 STRICT COMPLIANCE**

Time is of the essence in the delivery of deliverables as set forth in this Contract. The Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

#### **H.22 APPLICABLE LAW AND CONFORMING AMENDMENTS**

The Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. The Department reserves the right, in its sole

discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the Department or the Contractor's compliance with all applicable State and federal laws, and regulations.

#### **H. 23 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, RULES, AND REGULATIONS**

- A. The Contractor shall comply with all applicable state, federal and local laws and ordinances in providing deliverables to the Department under this Contract. Without limiting the generality of the foregoing, the Contractor shall be able to demonstrate compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of W-2s to common law employees. The Contractor shall provide both federal and state unemployment insurance coverage and standard workers' compensation insurance coverage. The Contractor shall comply with all federal and state tax laws and withholding requirements. The Department will not be liable to the Contractor/subcontractor(s) or its employees for any unemployment insurance or workers' compensation coverage or federal or state tax withholding requirements. The Contractor may be required to demonstrate compliance with such laws at the written request of the Department.
- B. Except as stated otherwise in this Contract, the Contractor shall provide all labor and equipment necessary to furnish the deliverables under this Contract. All employees of the Contractor will be a minimum of seventeen (17) years of age and experienced in the type of work to be performed. Absent prior, written permission from the Department, no visitors or relatives of the Contractor's employees and subcontractors will be allowed on State property unless they are bona fide employees or subcontractors of the Contractor performing work under this Contract.
- C. The Contractor shall ensure that at all times its personnel shall observe and comply with all laws, regulations and rules pertaining to state facilities, including but not limited to parking and security regulations and non-smoking policies. Additionally, the Contractor and the Contractor personnel shall comply with all relevant Department policies and requirements that relate to the security of data and confidentiality of information, which requirements may include the Federal Bureau of Investigation Criminal Justice Information Services ("CJIS) Security Policy and Security Addendum, as they now exist and as they may thereafter be amended.
- D. The Department shall have the right to require the Contractor to remove any of the Contractor's personnel from involvement in this Contract who have failed to comply with such laws, regulations or rules.

#### **H.24 FORCE MAJEURE**

Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, any requirement contained herein caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force Majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which by the exercise of all reasonable due diligence, such party is unable to overcome. Each party shall inform the

other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

#### **H.25 FORESEEABLE DELAY**

If a delivery delay is foreseeable and the delay is not caused by a force majeure event, the Contractor shall give written notice to the Department. The Department has the right to extend the delivery date if reasons appear valid. The Contractor shall keep the Department advised at all times of status of the deliverable. Default in promised (without accepted reasons) or failure to meet specifications authorizes the Department to purchase deliverables elsewhere and charge full increase in costs, if any, to the Contractor, in addition to all other legal and equitable remedies.

#### **H.26 NO SUBSTITUTIONS AND DELIVERY TIMES**

No substitutes or cancellations are permitted without written approval of the Department. Delivery will be made during normal business hours only, unless approval for late delivery has been obtained from the Department in writing.

#### **H.27 TESTING; ACCEPTANCE; RETURN; REVOCATION**

All samples will be subject to inspection and testing by the Department or the State of Texas. The Department reserves the right to test items/samples upon request and all costs of such testing will be paid by the Contractor. After award and prior to payment, the Department may conduct acceptance testing on the requested items delivered under this Contract. If the delivered and installed items fail to meet the acceptance criteria or any other requirements, the Department may refuse to accept such items. Upon the Department's acceptance of deliverable(s) that meet or exceed all requirements, the Department shall notify the Contractor in writing that the Contractor may submit an invoice to the Department's Accounts Payable Division for such deliverables. The Department reserves the right to revoke prior acceptance for, among other things, latent defects. The Contractor must have a separate Production, Quality Assurance (QA) and User Acceptance (UAT) testing environment. Updates shall be tested and approved by the Department prior to deployment to Production. Reference Exhibit J.6, Department Testing Entry/Exit Criteria.

#### **H.28 PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS**

**THE CONTRACTOR SHALL DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS THE STATE OF TEXAS FROM AND AGAINST CLAIMS OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS, VIOLATIONS OR INFRINGEMENTS ARISING FROM THE STATE'S OR THE CONTRACTOR'S USE OF OR ACQUISITION OF ANY SERVICES OR OTHER ITEMS PROVIDED TO THE STATE OF TEXAS BY THE CONTRACTOR OR OTHERWISE TO WHICH THE STATE OF TEXAS HAS ACCESS AS A RESULT OF THE CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT, PROVIDED THAT THE STATE SHALL NOTIFY THE CONTRACTOR OF ANY SUCH CLAIM WITHIN A REASONABLE TIME OF THE STATE'S RECEIVING NOTICE OF ANY SUCH CLAIM. IF THE CONTRACTOR IS NOTIFIED OF ANY CLAIM SUBJECT TO THIS SECTION, THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF SUCH CLAIM WITHIN FIVE (5) BUSINESS DAYS OF SUCH NOTICE. NO SETTLEMENT OF ANY SUCH CLAIM WILL BE MADE BY THE CONTRACTOR WITHOUT THE DEPARTMENT'S PRIOR WRITTEN APPROVAL. THE CONTRACTOR SHALL REIMBURSE THE STATE OF TEXAS FOR ANY CLAIMS,**

**DAMAGES, LOSSES, COSTS, EXPENSES, JUDGMENTS OR ANY OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. THE CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF THE STATE'S COUNSEL AND SHALL ALSO PAY COSTS OF MULTIPLE COUNSEL, IF REQUIRED TO AVOID CONFLICTS OF INTEREST. THE CONTRACTOR REPRESENTS THAT IT HAS DETERMINED WHAT LICENSES, PATENTS AND PERMITS ARE REQUIRED UNDER THIS CONTRACT AND HAS ACQUIRED ALL SUCH LICENSES, PATENTS AND PERMITS.**

#### **H.29 SURVIVAL**

Termination of this Contract for any reason will not release the Contractor from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification, and any other provisions of this Contract that impose continuing obligations on either of the parties or that govern the rights and limitations of either of the parties after the expiration or termination of this Contract.

#### **H.30 SUCCESSORS**

This Contract will be binding upon and will inure to the benefit of the parties hereto and their respective successors, heirs, administrators, personal representatives, legal representatives, and permitted assigns.

#### **H.31 EMPLOYEE NON-SOLICITATION**

The Contractor will not, during the term of this Contract and for a period of twelve (12) months thereafter, solicit for employment any person who is a Department employee or was a Department employee during the previous twelve (12) months with whom the Contractor had substantial contact in the course of performing its obligations under this Contract. Indirect solicitations, such as newspaper and internet announcements, are not prohibited by this section.

#### **H.32 COMMENCEMENT OF WORK**

Work performed before final execution of this Contract will be at the Contractor's risk and if a cost reimbursement contract, that work will not be reimbursed without prior written authorization from the Department for the Contractor to begin work.

#### **H.33 ROLLING ESTOPPEL**

A. The Department will be conclusively deemed to have fulfilled its obligations under this Contract, unless the Department receives a deficiency report from the Contractor within five (5) business days of the occurrence of the alleged deficiencies and the Contractor identifies specific deficiencies in the Department's fulfillment of its obligations in that report. Deficiencies will be described in terms of how they have impacted the specific performance requirements of the Contractor. The Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under this Contract, or the project cost, if the Contractor

knew of that problem and failed to include it in the applicable report. The deficiency report will be sent to the Department's Contract Monitor.

- B. In the event the Contractor identifies a situation wherein the Department is impairing the Contractor's ability to perform for any reason, the Contractor's deficiency report will contain the Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that the Department Contract Monitor can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

#### **H.34 SALES AND USE TAX**

The Department, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Contractor may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the Texas Comptroller of Public Accounts.

#### **H.35 NOTICES**

Any notice required or permitted under this Contract will be directed to the Contractor's Project Manager as specified in Section G.1.5 and the Department's Contract Administrator as specified in Section G.1.2 and will be deemed received:

1. When delivered in hand and a receipt granted;
2. Three days after it is deposited in the United States mail by certified mail, return receipt requested; or
3. When received if sent by confirmed facsimile or confirmed electronic mail.

Either of the parties may change its address or designated individual(s) to receive notices by giving the other party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

#### **H.36 MOST FAVORED CUSTOMER**

The Contractor represents and warrants that all prices, charges, benefits, warranties and terms granted to the Department pursuant to this Contract are comparable to, or more favorable to, the Department than the price, charges, benefits, warranties, and terms that the Contractor has heretofore offered to any person or entity for the products and/or services covered under any other agreement. If at any time during the term of this Contract, the Contractor shall contract with any other person or entity for prices, charges, benefits, warranties and terms more favorable to such person or entity, the Contractor shall notify the Department of such more favorable terms and the Department, in its sole discretion, may require that such more favorable prices, charges, benefits, warranties or other terms be available to the Department under this Contract, and be retroactive to the effective date of this Contract.

#### **H.37 STATE EXCULPATION**

The Department will not be liable to the Contractor for any increased costs or expenses that may be incurred by the Contractor, or for any other damages that may be suffered by the

Contractor as a result of any act or omission of any other Contractor to the State of Texas or the Department.

**H.38 TITLE AND RISK OF LOSS**

Title and risk of loss for deliverables will not pass to the Department until the Department actually receives, takes possession, and accepts the deliverables at the point or points of delivery (F.O.B. Destination).

**H.39 AVAILABILITY OF DEPARTMENT MANPOWER**

All of the Department's obligations and requirements in this Contract are subject to the availability of the Department manpower and are subject to the practicability of the Department to perform such obligations and requirements. The determination regarding availability of the Department manpower and the practicability of the Department to perform such obligations and requirements is within the sole discretion of the Department's management.

**H.40 INTERPRETATION AGAINST DRAFTER**

Ambiguities in this Contract or the language at issue will not be interpreted against the drafting party regardless of which party drafted this Contract or the language at issue.

**H.41 NON-INCORPORATION CLAUSE**

This Contract embodies the entire agreement between the Parties regarding the deliverables described herein, and there have been and are no oral or written covenants, agreements, understandings, representations, warranties or restrictions between the parties regarding the deliverables described in this Contract other than those specifically set forth herein.

**H.42 HEADINGS**

The headings, captions, and arrangements used in this Contract are, unless specified otherwise, for convenience only and will not be deemed to limit, amplify, or modify the terms of this Contract, nor to affect the meaning thereof.

**H.43 THIS SECTIONAL INTENTIONALLY LEFT BLANK**

**H.44 UNACCEPTABLE CONTRACTOR TERMS**

No Department action, including, but not limited to, issuance of a Contract, will constitute an acceptance of conflicting terms and conditions, if any, that are expressly identified as such in this Contract. Such negotiated terms and conditions will take precedence over the other documents that collectively constitute this Contract as specifically provided in this Contract.

Contractor terms and conditions that may violate Texas law or may be unacceptable to the Department for inclusion in this Contract include:

- A. Incorporation of laws of a State other than Texas;
- B. Requirements for prepayment;

- C. Limitations on the Department's remedies;
- D. Requirements that the Department indemnify the Contractor;
- E. Requirements that the Contractor's documents control in case of conflict;
- F. Requirements that the Contractor's documents control even if the Contractor accepts or acknowledges this Contract; and
- G. Disclaimer of warranties.

#### **H.45 RECALL NOTICE**

The Contractor shall immediately upon discovery of same, advise the Department of any or all required replacements or modifications to any equipment or hardware provided under this Contract or the withdrawal of any such equipment or hardware by reason of safety hazard or recall regardless of the nature of same. Verbal notification will be confirmed in writing within twenty-four (24) hours of such verbal notification. The Contractor shall submit all such formal notices to the Department Contract Monitor.

#### **H.46 COMPETENCY ACKNOWLEDGEMENT**

The Contractor has read and fully understands this Contract between the Department and the Contractor. The Contractor is legally competent to execute this Contract and has done so with the Contractor's own free will and accord, without reliance on any representation of any kind or character by the Department which is not expressly set forth herein. The Contractor understands that it has an opportunity to consult with a lawyer prior to signing this Contract.

#### **H.47 MULTIPLE CONTRACTS**

This Contract may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes. In making proof of this Contract, it will not be necessary to produce or account for more than one (1) such counterpart.

#### **H.48 LITIGATION OR FELONY CRIMINAL CONVICTIONS**

The Contractor represents and warrants that it is not aware of and has received no notices of any court or governmental actions, proceedings, or investigations, etc., pending or threatened against the Contractor that would or could impair the Contractor's performance under this Contract or would otherwise be relevant to the Department entering into this Contract. The Contractor represents and warrants that the Contractor has not and the Contractor's employees and subcontractors have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised the Department as to the facts and circumstances surrounding the conviction.

#### **H.49 PROHIBITED USE OF APPROPRIATED OR OTHER FUNDS UNDER CONTROL OF STATE AGENCY; LOBBYING**

The Contractor represents and warrants that the Department payments to the Contractor and the Contractor's receipt of appropriated or other funds under this Contract are not prohibited by the Texas Government Code, Sections 556.005 and 556.008.

## **H.50 FALSE STATEMENTS**

The Contractor makes all the representations, warranties, guarantees, certifications, and affirmations included in this Contract. If the Contractor signs this Contract with a false statement or it is subsequently determined that the Contractor has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Contract, the Contractor will be in default under this Contract and the Department may terminate or void this Contract for cause and pursue other remedies available to the Department under this Contract and applicable law.

## **H.51 PUBLIC INFORMATION ACT**

- A. Notwithstanding any provisions of this Contract to the contrary, the Contractor understands that the Department is subject to and shall comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The Department shall notify the Contractor in writing within a reasonable time from receipt of a request for information related to the Contractor's work under this Contract. The Contractor shall cooperate with the Department in the production of documents responsive to the request. The Department shall make a determination whether to submit a Public Information Act request to the Attorney General. The Contractor shall notify the Department within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing this Contract. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor shall maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.
- B. Contractor shall make any information created or exchanged with the state pursuant to this Contract, and not otherwise exempt from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

## **H.52 APPROVAL OF EMPLOYEES**

- A. The Contractor shall retain no upper level management personnel for administration of the Services without prior approval of each selection by the Department's Authorized Representative or his designee which approval will not be unreasonably withheld.
- B. The Contractor shall provide the name of the employee, all pending investigations and disciplinary actions and previous disciplinary actions upon request by the Department.

## **H.53 PERSONNEL**

### **H.53.1 Qualifications of Personnel**

- A. The Contractor warrants that all persons assigned to this Contract are employees or subcontractors of the Contractor, and meet all qualifications as defined herein to perform the work required.

- B. Replacement of personnel, if approved by the Department, shall be with personnel of equal or greater ability and qualifications. The Department will be the arbiter of whether the replacement personnel have equal or greater ability and qualifications than the personnel being replaced.
- C. The Contractor shall assign all personnel identified in this Contract to complete all of its planned and assigned responsibilities in connection with performance of this Contract. The Department shall have the right to approve the assignment and replacement by the Contractor of all personnel assigned to provide deliverables or to provide on-site representation of the Contractor.
- D. The Contractor shall notify the Department before assigning a replacement individual for any of the personnel commitments identified in the Contractor's Offer. The Contractor shall notify the Department of the proposed assignment, shall introduce the individual to the appropriate representatives of the Department, shall provide a transfer of knowledge validation and shall provide to the Department a resume and any other information about the individual reasonably requested by the Department. The Department reserves the right to interview the individual before granting approval. The Contractor shall obtain prior written approval for any replacement personnel before beginning any work assignments.

#### **H.53.2 Replacement of Personnel at The Department's Request**

- A. The Department reserves the right to require the Contractor to replace the Contractor personnel whom the Department judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the Department or the State of Texas. Before a written request is issued, representatives of the Department and the Contractor shall discuss the circumstances. Upon receipt of a written request from the Department's Contract Administrator, the Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall use its best efforts to effect the replacement in a manner that does not degrade deliverable quality. The Contractor shall also provide the Department with evidence of a sufficient transfer of knowledge to the proposed replacement.
- B. This provision will not give the Department the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision gives the Department the right to require the Contractor to discontinue using particular personnel in the performance of deliverables for the Department.

#### **H.53.3 Unauthorized Removal of Personnel**

It is critical to the overall success of the project that the Contractor not remove or reassign, without the Departments prior written approval, any of the assigned personnel until such time as the personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. Without prior written approval from the Department, personnel shall only be changed in the event of death, personal injury, debilitating illness, or termination of employment with the Contractor. The unauthorized removal of personnel by the Contractor will be considered by the Department as a material breach of this Contract and grounds for termination.

**H.54 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS**

The Contractor shall comply with Texas Government Code, Section 2155.4441, in the performance of this Contract. In performing services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside of Texas.

**H.55 BOOKS AND RECORDS**

All records and documents pertinent to the services contracted hereunder will be kept for a minimum of four (4) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor shall continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or written agreement is entered in to between the Contractor and the Department.

**H.56 ORGANIZATIONAL AND NAME CHANGE**

The Contractor shall submit written notification to the Department of any changes in the Contractor's name, address, telephone number, facsimile number and/or email address with an effective date of such change. The Contractor shall submit to the Department a copy of any registration "to do business as," "DBA" or "also known as," "AKA" and any legal corporate name change filed with the Secretary of State.

**H.57 DEPARTMENT POLICIES AND PROCEDURES**

- A. The Contractor's Authorized Representative shall provide the following to the Department's Program Manager within ten (10) calendar days of executing this Contract:
  - 1. The completed Department Contractor Background Information form (HR-22) for all proposed personnel; and
  - 2. Acceptable fingerprints for all proposed personnel.
- B. The Contractor will not allow any personnel to work on the project that have not submitted to and successfully completed a Department fingerprint-based Criminal History Background Investigation. The Department has the right to prevent the Contractor's personnel from gaining access to the Department building(s) and computer systems if the Department determines that such personnel did not pass the background check or failed to otherwise maintain a security clearance. Reference Section I.9 entitled "Criminal History Background Checks" for details on this requirement.
- C. The Department issued identification cards will be worn at all times and will be worn in a visible location.

**H.58 INFORMATION TECHNOLOGY**

The Contractor shall comply with all technology, security, accessibility, warranty, maintenance, confidentiality, testing and other standards, policies and procedures of the Department and the State of Texas that are applicable to the Contractor in its performance of this Contract as such standards, policies, and procedures are amended by the Department or the State throughout the term of this Contract, including any renewal or

optional periods. The Information Resource Manager (IRM) or authorized designee designated by the Department shall assist the Contractor in reviewing these standards, policies and procedures and identifying those that are applicable to the Contractor in its performance of this Contract.

## **H.59 WARRANTIES**

### **H.59.1 Third Party Warranties**

If, under this Contract, the Contractor procures any materials or products for the Department, the Contractor shall assign or otherwise transfer to the Department, or afford the Department the benefits of, any manufacturer's warranty for such materials or products.

### **H.59.2 Contractor Warranties**

The Contractor/subcontractor(s) make the following representations and warranties, including without limitation, the following:

- A. The Contractor/subcontractor(s) shall create and deliver all services and deliverables in accordance with applicable professional standards of a Contractor providing testing services. The Contractor represents and warrants it has the requisite qualifications, experience, personnel and other resources to perform in the manner required by this Contract.
- B. The Contractor/subcontractor(s) shall assign only qualified personnel to this Contract.
- C. The Contractor/subcontractor(s) shall efficiently supply all resources or services necessary to provide the deliverables that are required under this Contract.
- D. The Contractor/subcontractor(s) shall use its best efforts to create and deliver the deliverables in the most cost-effective manner consistent with the required level of quality and performance.
- E. The Contractor/subcontractor(s) shall create and deliver the deliverables in a manner that does not infringe the proprietary rights of any third party.
- F. The Contractor/subcontractor(s) shall create and deliver the deliverables in a manner that complies with all applicable laws and regulations.
- G. The Contractor has duly authorized the execution, delivery, and performance of this Contract.
- H. The Contractor/subcontractor(s) has not provided any gifts, payments, or other inducements to any officer, employee, or agent of the Department.
- I. The Contractor/subcontractor(s) will not infringe any intellectual property right of any third party. In the course of performing work under this Contract, the Contractor/subcontractor(s) will not use or copy any intellectual property owned by a third party without paying any required license fees or royalties.

## **H.60 DRUG-FREE WORKPLACE**

The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

## **H.61 AUTHORITY TO AUDIT**

- A. The Contractor understands that acceptance of funds directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds during the term of this Contract and for a period of four (4) years after termination of this Contract. The Contractor shall cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Contractor relating to this Contract.
- B. The Contractor shall ensure that this clause concerning the authority to audit funds, received either directly or indirectly, and the requirement to cooperate fully with the State Auditor's Office is included in any subcontract it awards.
- C. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.
- D. The Department reserves the right to audit the Contractor's records and documents regarding compliance with this Contract. The Contractor is also subject to audit by any other department or agency, including federal agencies, responsible for determining that the Department and the Contractor have complied with the applicable laws.
- E. In the event such an audit reveals any errors by the Department or the Contractor, the Contractor shall refund the Department the full amount of such overpayments within thirty (30) calendar days of such audit findings, or the Department at its option, reserves the right to deduct such amount owing to the Department from any payments to the contractor.

## **H.62 FRAUD, WASTE OR ABUSE**

- A. In accordance with the Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds.
- B. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at the Department, it can be reported to the SAO by calling 1-800-892-8348 or on the SAO's website at [www.sao.state.tx.us](http://www.sao.state.tx.us). It can also be reported to the Department's Office of the

Inspector General at (512) 424-2015, the Department Chief Auditor's Office at 512-424-4403, or Crime Stoppers at 1-800-832-8477.

**H.63 THIS SECTIONAL INTENTIONALLY LEFT BLANK**

**H.64 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213**

Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC, Chapter 213 and 1 TAC, Chapter 206 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

**H.65 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

- A. Any biographic data, demographic data, image data inclusive of fingerprints, photograph and signatures or any other data or metadata in any form acquired or accessed by the Contractor in the performance of its obligations under this Contract will be the exclusive property of the State of Texas and all such data will be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract.
- B. The Contractor will not use, willingly allow, or cause to have such data used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department.
- C. The ownership rights described herein will include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
- D. The Contractor shall provide, at no additional charge, appropriate licenses for the Department to use and access the System and the Contractor's pre-existing software or other intellectual or proprietary property that the Contractor determines is necessary to facilitate the performance of the Contractor's obligations under this Contract.

**H.66 THIS SECTIONAL INTENTIONALLY LEFT BLANK**

**H.67 NOTICE UNDER GOVERNMENT CODE 2261.252**

Pursuant to Government Code 2261.252 the Department may not enter into a contract for the purchase of goods or services with a private vendor if members of the Public Safety Commission or certain positions within the Department including the Executive Director, the General Counsel or the Procurement Director or their covered family members have a financial interest in the vendor. Any contract found to violate Government Code 2261.252 is void.

**H.68 NOTICE UNDER GOVERNMENT CODE 2252.908**

Pursuant to Government Code 2252.908 the Department may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the Department at the time the business entity submits the signed

contract to the Department. The Texas Ethics Commission has adopted rules and procedures under these provisions:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Any contract found to violate Government Code 2252.908 is void.

**H.69 NOTICE UNDER GOVERNMENT CODE 572.069**

Pursuant to Government Code 572.069 the Contractor certifies that it has not employed and will not employ a former Department or state officer who participated in a procurement or contract negotiation for the Department involving the Contractor within two (2) years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

## SECTION I – SUPPLEMENTAL TERMS AND CONDITIONS

Subcontractors shall also comply with these provisions.

### I.1 INSURANCE REQUIREMENTS

- A. Prior to the execution of this Contract, the Contractor shall provide the Department with proof of insurance coverage(s) and shall maintain the insurance coverage(s) listed herein throughout the term of this Contract.
- B. The insurance coverage(s) will be evidenced by immediate delivery to the Department upon its request of certificates of insurance executed by the insurer, or its authorized agent, stating the coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Copies and changes to insurance coverage(s), including extensions, renewals, cancellations and revisions will be submitted to the Contract Administrator within thirty (30) calendar days of the effective date.
- D. The Contract represents and warrants all required policies contain endorsements prohibiting cancellation except upon at least thirty (30) calendar day's prior written notice to the Department. The Certificate(s) will be addressed to the Texas Department of Public Safety as the Certificate holder.
- E. The Contractor represents and warrants that, within five (5) business days of receipt of notice of tentative contract award, it shall provide the Department with proof of coverage and represents and warrants that it shall maintain the following coverage throughout the term of this Contract, at the Contractor's sole expense:
  - 1. **Workers' Compensation and Employers' Liability:** The Contractor shall maintain Workers' Compensation insurance coverage in accordance with statutory limits and maintain such coverage throughout the life of this Contract.

**Coverage A – Workers' Compensation (WC) Statutory limits for the State of Texas or for any state the Contractor's employee resides in.**

**Coverage B – Employer's Liability (EL) \$1,000,000 each accident limit / \$1,000,000 Disease Policy / \$1,000,000 Disease each employee limit.**

The Contractor shall waive all rights against the Department, its board, trustees, officers, employees, agents, and volunteers for recovery of damages to the extent they are covered by WC and EL.

- 2. **Business Automobile Liability Insurance:** The Contractor shall maintain Business Automobile insurance coverage for all owned, hired, and non-owned vehicles, with a minimum **combined single limit of \$1,000,000** for each accident for bodily injury and property damage. Such insurance will include coverage for loading and unloading hazards.

If Contractor will carry pollutants or hazardous materials, endorsements for Pollution Liability Coverage for Automobile and Motor Carrier Act will be included.

The Contractor shall waive all rights against the Department, its board, trustees, officers, employees, agents, and volunteers for recovery of damages to the extent they are covered by the business auto liability insurance (or any other applicable auto physical damage coverage.)

3. **Commercial General Liability Insurance:** The Contractor shall maintain Commercial General Liability coverage that will include, but not be limited to, premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability.

1. \$1,000,000 each occurrence
2. \$2,000,000 General Aggregate limit
3. \$2,000,000 Products and Completed Products
4. \$1,000,000 Personal/Advertising injury
5. \$50,000 Damage to Premises
6. \$5,000 Medical Payments

- a. If this insurance is written on a claims-made form, coverage will be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of this Contract and acceptance by the Department.
- b. Coverage, including any renewals, will have the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability will be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy.
- c. Liability coverage will include coverage for damage to property and injury to persons caused by boiler and/or other equipment malfunction. The policy will contain an endorsement to include coverage for the property of third parties.
- d. The Department will be named as an additional insured by using endorsement CG2026 or broader.
- e. The Contractor's coverage will include an endorsement for waiver of subrogation and a 30 Day Notice of Cancellation to the Department. The Contractor shall waive all rights against the Department, its board, trustees, officers, employees, agents, and volunteers.

- F. **Professional Liability:** The Contractor shall maintain Professional Liability insurance coverage (including Errors and Omissions [required only for contracts for Professional Services] including coverage for the rendering of, or failure to render, professional services with minimum limits:

1. \$1,000,000 per occurrence,
2. \$2,000,000 annual aggregate.

- a. If this insurance is written on a claims-made form, coverage will be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of this Contract and acceptance by the Department.
  - b. Coverage, including any renewals, will have the same retroactive date as the original policy applicable to this Contract.
- G. **Commercial Crime Insurance:** The Contractor shall maintain Commercial Crime insurance coverage to cover losses from Employee Dishonesty with a minimum limit of: **\$50,000 each occurrence.**  
Coverage will be endorsed to cover third party property and the Department will be a joint loss payee.
- H. **Cyber Insurance:** The Contractor shall maintain Cyber insurance 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 insurance shall provide sufficient coverage(s) for the Contractor, the Department, and affected third parties for the review, repair, notification, remediation and other response to such events, including but not limited to, breaches or similar incidents under Chapter 521, Texas Business and Commerce Code. The Department may, in its sole discretion, confer with the Texas Department of Insurance to review such coverage(s) prior to approving them as acceptable under this Contract. The Contractor shall obtain modified coverage(s) as reasonably requested by the Department within ten (10) calendar days of the Contractor's receipt of such request from the Department.
- I. **Umbrella / Excess Liability:** The Contractor may combine its primary and Excess / Umbrella Liability limits to meet the minimum required coverage for any line of coverage; however, if it chooses this option, the coverage will be written at least as broad as those requirements defined above. **\$1,000,000 Minimum Limit.**

#### I.1.1 ADDITIONAL PROVISIONS

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

- A. Name the Department and its board, trustees, officers, employees, agents, representatives and volunteers as additional insured to all applicable policies.
- B. Waiver of subrogation against the Department and its board, trustees, officers, employees, agents, and volunteers, for bodily injury (Including death), property damage or any other loss to all policies.
- C. The Contractor's insurance will be the primary insurance in regards to the Department and its board, trustees, officers, employees, agents, and volunteers.
- D. All provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, will be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

- E. All Certificates of Insurance will identify the service or product being provided and the name of the responsible party.
- F. No "self-insurance" coverage will be acceptable.
- G. The Contractor's insurance coverage will continue in full force and effect during the term of this Contract. No Contract will be entered into between the Contractor and the Department unless acceptable insurance certificates are received by the Department by the date scheduled for the execution of this Contract. Proof of insurance policies in a form acceptable to the Department will be delivered prior to the effective date of this Contract.
- H. All insurance coverage will be provided by insurance carrier(s) duly licensed, admitted and authorized to do business in Texas. All insurance carriers will be, at a minimum, rated "A" or better by A.M. Best or equivalent rating by a similar insurance rating service.
- I. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor; however except as it relates to professional liability insurance, in no event will such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.
- J. The Contractor shall be responsible for the first dollar defense coverage. All general liability and professional liability policies will provide defense in addition to the policy limits.
- K. The limits required herein are the minimum acceptable limits. These limits will not to be construed as being the maximum the Contractor may wish to purchase for its own benefit.
- L. As respect to the total limits of liability required, any combination of primary and/or umbrella / excess liability coverage may satisfy those totals. However, if an umbrella / excess liability policy is used, coverage will be at least as broad as the primary coverage.

#### **I.1.2 SUBCONTRACTOR'S INSURANCE**

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

#### **I.2 SUBCONTRACTS**

- A. The Contractor shall assume full responsibility for all deliverables under this Contract. The Department shall consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges under this Contract. If any part of the deliverables is planned to be subcontracted, the Contractor shall include a list of all subcontractors, including the firm name, address, and contact person of each subcontractor, a complete description of the deliverables to be subcontracted, financial statements for each subcontractor, and descriptive information concerning each subcontractor's qualifications.

- B. The Contractor will not delegate any duties under this Contract to a subcontractor unless the Department has given written consent to the delegation. The Department shall approve all subcontractors and to require the Contractor to replace any subcontractor found, in the opinion of the Department, either initially or based on performance, to be unacceptable.
- C. The management of any subcontractor shall be the sole responsibility of the Contractor, and failure by a subcontractor to perform will be deemed to be failure of the Contractor. The Contractor shall make all payments to subcontractors and suppliers. The Department will not direct payments for deliverables acquired in connection with this Contract other than to the Contractor, nor shall the Department release the Contractor from having to perform any obligations under this Contract, notwithstanding the fact that a subcontractor may have been engaged by the Contractor to perform those obligations.
- D. The Contractor will furnish to the Department copies of all subcontracts. All subcontracts will include all applicable provisions contained in this Contract and any provisions required by law.

### **I.3 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PARTICIPATION**

- A. The Contractor shall make a good faith effort to comply with all state Historically Underutilized Business (HUB) requirements pursuant to Texas Government Code, Chapter 2161 and administrative rules, if applicable. Contractor shall also comply with the attached HUB Subcontracting Plan.
- B. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.
- C. The Contractor shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice will specify, at a minimum, the Department'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 (10) business days after the effective date of this Contract.
- D. The Contractor shall submit to the Contract Administrator on a monthly basis (by the 5th day of the following month) the Prime Vendor Progress Assessment Report, which is included as Exhibit J.1, HUB Subcontracting Plan.
- E. The Contractor shall include the non-discrimination clauses in Section H.13 in all subcontracts.

### **I.4 LIQUIDATED DAMAGES**

- A. The Department reserves the right to assess liquidated damages at an amount up to \$5,000.00 per day for each business day the Contractor fails to meet the standards set out in the Service Level Standards 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 the Department by such a delay is difficult to estimate; however, the amount of liquidated damages listed herein is a reasonable estimate and is enforceable.

- B. The Contractor will not be responsible and liquidated damages may not be assessed due to any delay caused by schedule amendments requested by the Department, delays as the result of activity that is the responsibility of the Department's Project Team, as long as the Contractor timely files its deficiency report as required by the Section H.33 herein entitled "Rolling Estoppel" or delays that the Department deems were outside the control of the Contractor. The burden of proof that the delay is attributable to the Department rests with the Contractor.
- C. Any liquidated damages assessed under this Contract may, at the Department's option, be deducted from any payments due to the Contractor. The Department has the right to offset any liquidated damages payable to the Department, as specified above, against any payments due to the Contractor. If insufficient payments are available to offset such liquidated damages, then Contractor shall pay to the Department any remaining liquidated damages within fifteen (15) calendar days following receipt of written notice of the amount due.

#### **I.5 PARTITIONING**

Contractor shall provide a system with requisite firewalls, partitioning, and other features as to guarantee no accidental or intentional mingling of data with any other clients using or having access to the hosting software or equipment.

#### **I.6 OTHER CONTRACTS**

During the course of this Contract, the Department may award additional contracts to other contractors for similar services. The Department shall provide notification to the Contractor regarding the additional contractor and the scope of work that the additional contractor will be performing. The Contractor shall work cooperatively with the additional contractor in order to ensure that the performance of the services and/or capital improvements is not unnecessarily delayed. The Contractor will not commit or permit any act that would unduly interfere with the performance of work by any other contractor(s).

#### **I.7 SUSPENSION OF WORK**

- A. The Department may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of this Contract for the period of time that the Contract Monitor determines appropriate for the convenience of the Department.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted:
  - 1. By an act of the Contract Monitor in the administration of this Contract, or
  - 2. By the Contract Monitor's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment will be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

C. A claim under this clause will not be allowed:

1. For any costs incurred more than twenty (20) calendar days before the Contractor will have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement will not apply as to a claim resulting from a suspension order; and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under this Contract.

## **I.8 STOP-WORK ORDER**

- A. The Contract Administrator may at the request of the Department, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, or the work called for by this Contract for a period of up to ninety (90) calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order will be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall, at the Department's expense, immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. Within a period of up to ninety (90) calendar days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contract Administrator may either:
1. Cancel the stop-work order; or
  2. Terminate the Work covered by the order as provided in the stop-work order of this Contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume Work. The Department will make an equitable adjustment in the delivery completion schedule, the estimated cost, or both, and this Contract will be modified, in writing accordingly, if:
1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
  2. The Contractor asserts its right to the adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that the Contract Administrator decides the facts justify the action, the Contract Administrator may receive and approve the claim submitted at any time before final payment under this Contract.
- C. If a stop-work order is not canceled and the Work covered by the order is terminated, the Contract Administrator may allow reasonable cost resulting from the stop-work order in arriving at the termination settlement.
- D. An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop-work order under

this clause. The Department will not be liable to the Contractor for damages or loss of profits because of a stop-work order issued under this clause.

## **I.9 WORK MADE FOR HIRE**

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of the Department. All rights, title and interest in and to said property will vest in the Department upon creation and will be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such Work may not, by operation of law, vest in the Department, or such Work may not be considered a Work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the Department. The Department shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. The Contractor shall give the Department and/or the State of Texas, as well as any person designated by the Department and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to the Contractor for services rendered under this Contract.

## **I.10 SYSTEM SECURITY AND ACCESS**

### **I.10.1 Information Technology Standards**

The Contractor represents and warrants that it shall comply with all technology, security, accessibility, warranty, maintenance, confidentiality, testing and other standards, policies and procedures of the Department and the State of Texas that are applicable to the Contractor in its performance of this Contract as such standards, policies, and procedures are amended by the Department or the State throughout the term of this Contract, including any renewal or optional periods. The Information Resource Manager designated by the Department shall assist the Contractor in reviewing these standards, policies and procedures and identifying those that are applicable to the Contractor in its performance of this Contract.

### **I.11 CLOUD SECURITY**

The Contractor shall comply with the current Cloud Security Alliance's (CSA) Cloud Control Matrix (CCM) (Exhibit J.7) security requirements for Contractor hosted services or applications that are included as part of Contractor's solution. Information pertaining to CSA <https://cloudsecurityalliance.org/> and CCM information may be found at <https://cloudsecurityalliance.org/research/ccm/>.

### **I.12 USER SECURITY**

- A. Account Management: Establish and administer user accounts in accordance with role-based scheme and shall track and monitor role assignment.
- B. Account Management: Automatically audit account creations, modifications, disabling and termination actions with notification to the Department's personnel.

- C. Prevent multiple concurrent active sessions for one user identification.
- D. Enforce a limit of no more than three (3) consecutive invalid access attempts by a user.
- E. Automatically lock the account/node for a fifteen ten (15) minute time period unless released by the Department's Administrator.
- F. Prevent further access to the system by initiating a session lock after a maximum of thirty (30) minutes of inactivity, and the session lock shall remain in effect until the user reestablishes access using appropriate identification and authentication procedures.
- G. Ensure all users shall be uniquely identified.
- H. Force users to follow the secure password attributes, below, to authenticate a user's unique ID. The secure password attributes shall:
  - 1. Be a minimum length of twelve characters;
  - 2. Not be a dictionary word or proper name;
  - 3. Not be the same as the User ID;
  - 4. Expire within a maximum of ninety (90) calendar days;
  - 5. Not be identical to the previous ten (10) passwords;
  - 6. Not be transmitted in the clear text outside the secure location;
  - 7. Not be displayed in clear text when entered;
  - 8. Never be displayed in clear text on the screen, and
  - 9. Must contain two numbers, two symbols, two upper and two lower case characters.

**I.13 SYSTEM SECURITY**

- A. Provide audit logs that enable tracking of activities taking place on the system.
- B. Audit logs must track successful and unsuccessful system log-on attempts.
- C. Audit logs must track successful and unsuccessful attempts to access, create, write, delete or change permission on a user account, file, directory or other system resource.
- D. Audit logs must track successful and unsuccessful attempts to change account passwords.
- E. Audit logs must track successful and unsuccessful actions by privileged accounts.
- F. Audit logs must track successful and unsuccessful attempts for users to access, modify, or destroy the audit log.
- G. Provide the following content to be included with every audited event:

1. Date and time of the event;
  2. The component of the information system (e.g. software component, hardware component) where the event occurred;
  3. IP address;
  4. Type of event;
  5. User/subject identity; and
  6. Outcome (success or failure) of the event.
- H. Provide real-time alerts to appropriate Department officials in the event of an audit processing failure. Alert recipients and delivery methods must be configurable and manageable by the Department's System Administrators.
- I. Undergo vulnerability scan/penetration testing conducted by the Department or the Texas Department of Information Resources. The Contractor shall remediate legitimate vulnerabilities and system/application shall not be accepted until all vulnerability issues are resolved at no cost to the Department.
- J. Notifications shall display an approved system use notification message or banner before granting access to the system. The notification shall state:
1. Users are accessing a Department system;
  2. System usage shall be monitored, recorded and subject to audit;
  3. Unauthorized use of the system is prohibited and subject to criminal and civil penalties; and
  4. A description of the authorized use of the system.
- K. The Contractor shall implement and use management and maintenance applications and tools, appropriate fraud prevention and detection, and data confidentiality/protection/encryption technologies for endpoints, servers and mobile devices. This must include mechanisms to identify vulnerabilities and apply security patches.
- L. The Contractor shall establish and maintain a continuous security program as part of the Services. The security program must enable the Department (or its selected third party) to:
1. Define the scope and boundaries, policies, and organizational structure of an information security management system;
  2. Conduct periodic risk assessments to identify the specific threats to and vulnerabilities of the Department due to the Services, subject to the terms, conditions and procedures;
  3. Implement appropriate mitigating controls and training programs, and manage resources; and

4. Monitor and test the security program to ensure its effectiveness. The Contractor shall review and adjust the security program in light of any assessed risks.

#### **I.14 PHYSICAL ACCESS CONTROLS**

- A. The Contractor shall restrict physical access to the system(s) containing the Department's data to authorized personnel with appropriate clearances and access authorizations.
- B. The Contractor shall enforce physical access authorizations for all physical access points to the facility where information system resides;
- C. The Contractor shall verify individual access authorizations before granting access to the facility containing the information system;
- D. The Contractor shall control entry to the facility containing the information system using physical access devices and guards; and
- E. The Contractor shall change combinations and keys when keys are lost, combinations are compromised, or individuals are transferred or terminated.
- F. The Department and the Contractor shall collaborate on security monitoring and incident response, define points of contact on both sides, establish monitoring and response procedures, set escalation thresholds, and conduct training. The Contractor shall, at the request of the Department or, in the absence of any request from the Department, at least quarterly, provide the department with a report of the incidents that it has identified and taken measures to resolve.

#### **I.15 DATA SECURITY**

- A. If the Contractor or any subcontractors require access to the Department's network; the Department's data; or the network processing, transporting, or storing of the Department's data (may at the Department's discretion), the Contractor shall be required to sign the CJIS Security Addendum, and all of the Contractor's employees requiring access to the Department's network shall sign the FBI Certification to the CJIS Security Addendum and complete a fingerprint based background check.
- B. The Contractor's solution shall protect against an employee falsely denying having performed a particular action (non-repudiation).
- C. Require the Contractor, subcontractor, and their staff to obtain and provide proof of PII certifications for its employees accessing the Department's data at the request of the Department.
- D. Comply with relevant federal and state statutes and rules, and the Department's policies, and standards, including, but not limited to CJIS requirements.
- E. Data shall not be exported to an external location without the permission of the Department.
- F. In the event of any impermissible disclosure, loss or destruction of Confidential Information, the receiving Party must immediately notify the disclosing Party and take all

reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information.

## I.16 ENCRYPTION

The system shall protect the confidentiality of the Department's information. All data transmitted outside or stored outside the secure network shall be encrypted. When cryptography (encryption) is employed within information systems, the system shall perform all cryptographic operations using Federal Information Processing Standard (FIPS) PUB 140-2 validated cryptographic modules with approved modes of operation. The system shall produce, control, and distributes symmetric cryptographic keys using NIST-approved key management technology and processes. The key management process is subject to audit by the Department. Bcrypt shall be used to mitigate against brute force attacks.

- A. Wireless: The following requirements specifies the minimum set of security measures required on WLAN-enabled portable electronic devices (PEDs) that transmit, receive, process, or store PII or confidential information:
1. Personal Firewall: WLAN-enabled PED shall use personal firewalls or run a Mobile Device Management system that facilitates the ability to provide firewall services.
  2. Anti-Virus Software: Anti-virus software shall be used on wireless ECMs-capable PEDs or run a Mobile Device Management System that facilitates the ability to provide anti-virus services.
  3. Encryption of PII or confidential data-in-transit via WLAN-enabled PEDs, systems and technologies will be implemented in a manner that protects the data end-to-end. All systems components within a WLAN that wirelessly transmit PII or confidential information shall have cryptographic functionality that is validated under the National Institute of Standards and Technology (NIST) Cryptographic Module Validation Program as meeting requirements per Federal Information Processing Standards (FIPS) Publication 140-2. Encryption shall be a minimum of 128 bit.
  4. Data-at-Rest: Data at rest encryption shall be implemented in a manner that protects PII and confidential information stored on WLAN enabled PEDs by requiring that the PED must be powered on and credentials successfully authenticated in order for the data to be deciphered. Data-at-rest encryption shall include the encryption of individual files, portions of the file system (e.g., directories or partitions), or the entire drive (e.g. hard disks, on-board memory cards, memory expansion cards). In recognition of the increased risk of unauthorized access to PII or confidential information in the event that a PED is lost or stolen and the inherently mobile nature of these devices, encryption shall be provided for data-at-rest on all WLAN enabled PEDs that is validated as meeting FIPS PUB 140-2.
  5. WLAN Infrastructure: WLAN infrastructure systems may be composed of either stand-alone (autonomous) access points (AP) or thin APS that are centrally controlled by a WLAN controller.
  6. Validated Physical Security: APs used in the WLANS should not be installed in unprotected environments due to an increased risk of tampering and/or theft.

- B. Mobile Device Management Requirement. Mobile Device Management (MDM) facilitates the implementation of sound security controls for mobile devices and allows for centralized oversight of configuration control, application usage, and device protection and recovery. MDM shall include the following core features:
1. The ability to push security policies to managed devices;
  2. The ability to query the device for its configuration information;
  3. The ability to modify device configuration as required;
  4. Security functionality that ensures the authenticity and integrity of the transaction in the three categories above;
  5. Asset management (track/enable/disable) mobile devices being managed via the MDM server;
  6. The ability to manage proxy access to network resources via the connection of the mobile device to the MDM server;
  7. The ability to query devices being managed on the status of security policy compliance and to implement a specified mediation function based on compliance status;
  8. The ability to download and store mobile device audit records;
  9. The ability to receive alerts and other notifications from manage mobile devices;
  10. The ability to generate audit record reports from mobile device audit records; and
  11. Application management (application white list) for applications installed on managed mobile devices.

#### **I.17 SECURE ERASURE OF HARD DISK CAPABILITY**

All equipment provided to the Department by the Contractor that is equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC §202.

#### **I.18 DATA CENTER LOCATION REQUIREMENTS**

The data center must be located in the continental United States of America.

#### **I.19 ACCESS TO INTERNAL DEPARTMENT NETWORK AND SYSTEMS**

As a condition of gaining remote access to any internal Department network and systems, the Contractor shall comply with Department policies and procedures. The Department's remote access request procedures shall require the Contractor to submit a Remote Access Request form for the Department's review and approval.

- A. Remote access technologies provided by the Contractor shall be approved by the Department's CISO.
- B. Individuals who are provided with access to the Department network may be required to attend or review the Department's Security Awareness Training on an annual basis.
- C. The Contractor shall secure its own connected systems in a manner consistent with Department requirements.
- D. The Department reserves the right to audit the security measures in effect on the Contractor's connected systems without prior warning.
- E. The Department also reserves the right to immediately terminate network and system connections not meeting such requirements.

**I.20 FBI CJIS SECURITY ADDENDUM**

The Contractor shall execute an originally signed CJIS Security Addendum which can be downloaded from <http://www.txdps.state.tx.us/securityreview>. Additionally, a CJIS Security Addendum Certification shall be signed by each employee performing duties related to this Contract before the employee performs any work under this Contract. Each original Certification shall include an original signature of the employee and the Contractor's representative. Non-compliance by the Contractor will be cause for termination of this Contract..

**I.21 CRIMINAL HISTORY BACKGROUND CHECKS**

- A. The Contractor shall have its project personnel submit to the Department a fingerprint-based Criminal History Background Investigation, if required by the Department, at the Contractor's expense. To facilitate this Criminal History Background Investigation, each person shall complete the Department's Contractor Background Information form (HR-22), which shall be provided by the Department.
- B. If the Department requires a fingerprint-based Criminal History Background Investigation, the Contractor shall not allow personnel to work on the project who have not successfully completed the Departments fingerprint-based Criminal History Background Investigation and who do not otherwise maintain the Department's security clearance. The Department has the right to prevent the Contractor's personnel from gaining access to the Departments building(s) and computer systems if the Department determines that such personnel do not pass the background check or fail to otherwise maintain the Department security clearance.
- C. When required, the Contractor's Project Manager shall provide the following to the Departments Project Manager within 21 calendar days of executing this Contract:
  - 1. the completed Contractor Background Information form (HR-22) for all proposed personnel; and
  - 2. acceptable fingerprints for all proposed personnel.

- D. Throughout the term of this Contract, the Department may require the Contractor personnel to submit an annual Department fingerprinted-based Criminal History Background Investigation to the Department.
- E. Throughout the term of this Contract, the Contractor shall promptly notify the Department of any activity or action by the Contractor's personnel that may affect that individual's ability to continue to work under this Contract.

**I.22 DEPARTMENT INFORMATION PROTECTION POLICIES, STANDARDS & GUIDELINES**

- A. Contractor, its employees, and any subcontractors shall comply with all applicable Department Information Protection Policies, Standards & Guidelines and any other Department requirements that relate to the protection or disclosure of Department Information. Department Information includes all data and information
  - 1. submitted to Contractor by or on behalf of the Department,
  - 2. obtained, developed, produced by the Contractor in connection with this Contract,
  - 3. communicated verbally whether intentionally or unintentionally, or
  - 4. to which the Contractor has access in connection with the services provided under this Contract.
- B. Such Department Information may include taxpayer, contractor, and other state agency data held by the Department.
- C. As used herein, the terms "Sensitive" and "Confidential" information shall have the meanings set forth in the Department's Information Protection Policies, Standards & Guidelines.
- D. All waiver requests shall be processed in accordance with the Department's Information Protection Policies, Standards & Guidelines Waiver Policy.
- E. The Department reserves the right to audit the Contractor's compliance with the Department's Information Protection Policies, Standards & Guidelines
- F. The Department reserves the right to take appropriate action to protect the Department's network and information including the immediate termination of system access.
- G. The Contractor shall ensure that any confidential Department Information in the custody of the Contractor is properly sanitized or destroyed when the information is no longer required to be retained by the Department or the Contractor in accordance with this Contract.
- H. Electronic media used for storing any confidential Department Information shall be sanitized by clearing, purging or destroying in accordance with NIST Special Publication 800-88 Revision 1 Guidelines for Media Sanitization. The Contractor shall maintain a record documenting the removal and completion of all sanitization procedures with the following information:
  - 1. Date and time of sanitization/destruction,

2. Description of the item(s) and serial number(s) if applicable,
  3. Inventory number(s), and
  4. Procedures and tools used for sanitization/destruction.
- I. No later than sixty (60) days from contract expiration or termination or as otherwise specified in this Contract, the Contractor shall complete the sanitization and destruction of the data and provide to the Department all sanitization documentation.

## **I.23 CONFIDENTIALITY AND SECURITY REQUIREMENTS**

### **I.23.1 General Confidentiality Requirements**

- A. All information provided by the Department or sub-recipients to the Contractor or created by the Contractor in performing the obligations under this Contract is confidential and shall not be used by the Contractor or disclosed to any person or entity, unless such use or disclosure is required for the Contractor to perform work under this Contract. The obligations of this section do not apply to information that the Contractor can demonstrate:
1. Is publicly available;
  2. The Contractor received from a third party without restriction on disclosure and without breach of contract or other wrongful act;
  3. The Contractor independently developed without regard to the Department confidential information; or
  4. Is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that the Contractor shall furnish prompt written notice of such required disclosure and shall reasonably cooperate with the Department at the Department' cost and expense, in any effort made by the Department to seek a protection order or other appropriate protection of its confidential information.
- B. The Contractor shall notify the Department in writing of any unauthorized release of confidential information within two (2) business days of when the Contractor knows or should have known of such unauthorized release.
- C. The Contractor shall notify sub-recipient in writing of any unauthorized release of confidential information within two (2) business days of when the Contractor knows or should have known of any unauthorized release of confidential information obtained from sub-recipient(s).
- D. The Contractor shall maintain all confidential information, regardless whether obtained from the Department or from sub-recipient(s) in confidence during the term of this Contract and after the expiration or earlier termination of this Contract.
- E. If the Contractor has any questions or doubts as to whether particular material or information is confidential information, the Contractor shall obtain the prior written approval of the Department prior to using, disclosing, or releasing such information.

- F. The Contractor acknowledges that the Departments' and sub-recipient(s) confidential information is unique and valuable, and that the Department and sub-recipient(s) may have no adequate remedy at law if the Contractor does not comply with its confidentiality obligations under this Contract. Therefore, the Department shall have the right, in addition to any other rights it may have, to seek in any Travis County court of competent jurisdiction temporary, preliminary, and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any confidentiality obligations of the Contractor if the Contractor fails to perform any of its confidentiality obligations under this Contract.
- G. The Contractor shall immediately return to the Department all confidential information when this Contract terminates, at such earlier time as when the confidential information is no longer required for the performance of this Contract or when the Department requests that such confidential information be returned.
- H. Information, documentation and other material in connection with this Contract, including the Contractor's offer, may be subject to public disclosure pursuant to the Texas Government Code, Chapter 552.
- I. The FBI and the Department have computer security requirements. The Contractor's and subcontractor's employees working on this assignment shall sign and submit appropriate agreements and abide by these security requirements, within five (5) calendar days of a the Departments' request.

**I.23.2 Sensitive Personal Information**

To the extent this subsection does not conflict with the subsection herein entitled "General Confidentiality Requirements," the Contractor shall comply with both subsections. To the extent this subsection conflicts with the subsection herein entitled "General Confidentiality Requirements," this subsection entitled "Sensitive Personal Information" controls.

- A. "Sensitive personal information" is defined as follows:
  - 1. An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:
    - a. Social security number;
    - b. Driver's license number or government-issued identification number; or
    - c. Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or
  - 2. Information that identifies an individual and relates to:
    - a. The physical or mental health or condition of the individual;
    - b. The provision of health care to the individual; or
    - c. Payment for the provision of health care to the individual.

- B. Sensitive personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.
- C. "Breach of system security" is defined as follows: Unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information the Contractor maintains under this Contract, including data that is encrypted if the Contractor's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of the Contractor for the purposes of performing under this Contract is not a breach of system security unless the employee or agent of the Contractor uses or discloses the sensitive personal information in an unauthorized manner.
- D. The Contractor shall implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure any sensitive personal information collected or maintained by the Contractor under this Contract.
- E. The Contractor shall notify the Department, any affected sub-recipient and the affected people of any breach of system security immediately after discovering the breach or receiving notification of the breach, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. However, the Contractor shall delay providing notice to the affected people and sub-recipients at the Departments' request, if the Department determines that the notification shall impede a criminal investigation. Notification to the affected people shall be made as soon as the Department determines that it shall not compromise any criminal investigation.
- F. The Contractor shall give notice as follows, at the Contractor's expense:
  - 1. Written notice;
  - 2. Electronic notice, if the notice is provided in accordance with 15 U.S.C. Section 7001;
  - 3. Notice as follows:
    - a. If the Contractor demonstrates that the cost of providing notice would exceed \$250,000, the number of affected people exceeds 500,000, or the Contractor does not have sufficient contact information for the affected people, the Contractor may give notice as follows:
      - i. Electronic mail, if the Contractor has an electronic mail address for the affected people;
      - ii. Conspicuous posting of the notice on the Contractor's website;
      - iii. Notice published in or broadcast on major statewide media; or
    - b. If the Contractor maintains its own notification procedures (as part of an information security policy for the treatment of sensitive personal information) that comply with the timing requirements for notice under this subsection

entitled "Sensitive Personal Information," the Contractor may provide notice in accordance with that policy.

- G. If this subsection requires the Contractor to notify at one time more than 10,000 people of a breach of system security, the Contractor shall also notify, without unreasonable delay, each consumer reporting agency (as defined by 15 U.S.C. Section 1681a) that maintains files on consumers on a nationwide basis, of the timing, distribution, and content of the notices.
- H. In the event of a breach of system security, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person, the Department is authorized to assess liquidated damages in the amount of (\$1,000.00 per day) against the Contractor for the following damages, assessment of breach and any labor costs associated with such an assessment; however, the Department reserves the right to claim actual damages for any damages other than the following: limited to the initial assessment and review of lost or compromised data. This amount is a reasonable estimate of the damages the Department shall suffer as a result of such breach and is enforceable.
- I. The Contractor shall not be responsible and liquidated damages may not be assessed due to a breach of system security caused entirely by someone other than the Contractor, the Contractor's subcontractor, or the Contractor's agent. (This clause is not to be interpreted that the Contractor is absolved of liability with any other sections pertaining to cyber security or data protection).
- J. Any liquidated damages assessed under this Contract may, at the Departments' option, be deducted from any payments due the Contractor. The Department has the right to offset any liquidated damages payable to the Department, as specified above, against any payments due to the Contractor. If insufficient payments are available to offset such liquidated damages, then the Contractor shall pay to the Department any remaining liquidated damages within fifteen (15) calendar days following receipt of written notice of the amount due.

#### **I.24 DISCLOSURE OF SECURITY BREACH**

Without limitation on any other provision of this Contract regarding information security or security breaches, the Contractor shall provide notice to the Department's Project Manager and the CISO as soon as possible following the Department's discovery or reasonable belief that there has been unauthorized exposure, access, disclosure, compromise, or loss of sensitive or confidential Department information ("Security Incident").

- A. Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, the Contractor shall provide a written report to the CISO detailing the circumstances of the incident, which includes at a minimum:
  - 1. A description of the nature of the Security Incident;
  - 2. The type of Department information involved;
  - 3. Who may have obtained the Department information;

4. What steps the Contractor has taken or shall take to investigate the Security Incident;
  5. What steps the Contractor has taken or shall take to mitigate any negative effect of the Security Incident; and
  6. A point of contact for additional information.
- B. Each day thereafter until the investigation is complete, the Contractor shall provide the CISO with a written report regarding the status of the investigation and the following additional information as it becomes available:
1. Who is known or suspected to have gained unauthorized access to the Department's information;
  2. Whether there is any knowledge if the Department information has been abused or compromised;
  3. What additional steps the Contractor has taken or shall take to investigate the Security Incident;
  4. What steps the Contractor has taken or shall take to mitigate any negative effect of the Security Incident; and
  5. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- C. The Contractor shall confer with the CISO regarding the proper course of the investigation and risk mitigation. The Department reserves the right to conduct an independent investigation of any Security Incident, and should the Department choose to do so, the Contractor shall cooperate fully by making resources, personnel, and systems access available to the Department and the Department's authorized representative(s).
- D. Subject to review and approval of the CISO, the Contractor shall, at its own cost, provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If the Department, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to the Department by the Contractor. If the Contractor does not reimburse such costs within thirty (30) calendar days of the Department's written request, the Department shall have the right to collect such costs.

## **I.25 REPRESENTATIONS AND WARRANTIES RELATED TO SOFTWARE**

If any software is provided under this Contract, the Contractor represents and warrants each of the following:

- A. The Contractor has sufficient right, title, and interest in the Software to grant the license required.
- B. Contract terms and conditions included in any "clickwrap", "browsewrap", "shrinkwrap", or other license agreement that accompanies any Software, including, but not limited to

Software Updates, Software Patch/Fix, or Software Upgrades, provided under this Contract are void and have no effect unless the Department specifically agrees to each licensure term in this Contract.

- C. The Software provided under this Contract does not infringe upon or constitute a misuse or misappropriation of any patent, trademark, copyright, trade secret or other proprietary right;
- D. Software and any Software Updates, Software Maintenance, Software Patch/Fix, and Software Upgrades provided under this Contract shall not contain viruses, malware, spyware, key logger, back door or other covert communications, or any computer code intentionally designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the computer program, or any other associated software, firmware, hardware, or computer system, (including local area or wide-area networks), in a manner not intended by its creator(s); and
- E. Software provided under this Contract does not and will not contain any computer code that would disable the Software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanism (sometimes referred to as "time bombs", "time locks", or "drop dead" devices) or that would permit the Contractor to access the Software to cause such disablement or impairment (sometimes referred to as "trap door" devices").

**I.26 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

- A. Any biographic data, demographic data, image data inclusive of fingerprints, photograph and signatures or any other data or metadata in any form acquired or accessed by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such data shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract.
- B. The Contractor shall not use, willingly allow, or cause to have such data used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department.
- C. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
- D. The Contractor shall provide, at no additional charge, appropriate licenses for the Department to use and access, as necessary for the Department to use and access the turnkey solution during the term of the lease, the Contractor's pre-existing software or other intellectual or proprietary property that the Contractor determines is necessary to facilitate the performance of the Contractor's obligations under this Contract.

## SECTION J - LIST OF EXHIBITS

EXHIBIT NO.	TITLE	NUMBER OF	PAGES
J.1	HUB Sub-Contracting Plan		5
J.2	Intentionally Left Blank		
J.3	Intentionally Left Blank		
J.4	Intentionally Left Blank		
J.5	Final Acceptance Document		1
J.6	Department Testing Entry/Exit Criteria		5
J.7	Cloud Security Alliance's (CSA) Cloud Control Matrix (CCM)		7



# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

## -- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

### SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Comprehensive Communication Services State of Texas VID #: 1208285108500  
 Point of Contact: Gary Collins Phone #: 972-772-2721  
 E-mail Address: gwcollins@ccscontact.net Fax #: 972-767-4482
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: 405-16-R033354 Bld Open Date: 03/09/2016  
(mm/dd/yyyy)

Enter your company's name here: Comprehensive Communication Services Requisition #: 405-16-R033354

**SECTION 2 SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1	Satellite network	%	%	80.00 %
2	Remote IT Field Support	5.00 %	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: Comprehensive Communication Services Requisition #: 405-16-R033354

**SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

**SECTION 4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Gary Collins

Printed Name

CEO

Title

3/7/2016

Date  
(mm/dd/yyyy)

- REMINDER:**
- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
  - If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

## Section A PRIME CONTRACTOR'S INFORMATION

Company Name: Comprehensive Communication Services State of Texas VID #: 1208285108500

Point-of-Contact: Gary Collins Phone #: 972-772-2721

E-mail Address: gwcollins@ccscontact.net Fax #: 972-767-4482

## Section B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Department of Public Safety

Point-of-Contact: Kenneth Maze Phone #: 512-424-7347

Requisition #: 405-16-R033354 Bid Open Date: 03/09/2016  
(mm/dd/yyyy)

## Section C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

<p>1. Potential Subcontractor's Bid Response Due Date:</p>	<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in item 2, we must receive your bid response no later than <input type="text" value="Select"/> Central Time on: _____ Date (mm/dd/yyyy)</p> <p><small>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</small></p> <p><small>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</small></p>
<p>2. Subcontracting Opportunity Scope of Work:</p>	<p>satellite network support and integration</p>
<p>3. Required Qualifications:</p> <p><input type="checkbox"/> -Not Applicable</p>	<p>Dual NDC satellite network provider</p>
<p>4. Bonding/Insurance Requirements:</p> <p><input type="checkbox"/> -Not Applicable</p>	<p>NA</p>
<p>5. Location to review plans/specifications:</p> <p><input type="checkbox"/> -Not Applicable</p>	<p>NA</p>

**CONTRIBUTING ENTITY  
FINAL ACCEPTANCE DOCUMENT**

**Under TDEx  
Contract No. 405-16-P007166**

**Texas Department of Public Safety**

**SATELLITE BANDWIDTH SERVICE FOR MOBILE PLATFORMS**

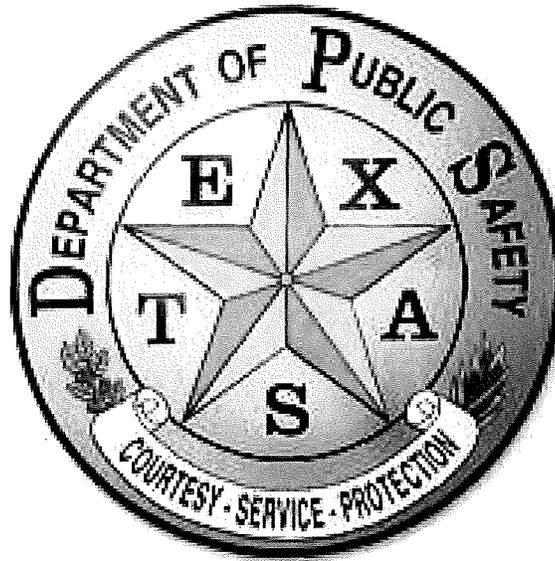
This document certifies that the following services \_\_\_\_\_ have hereby been tested and accepted by the Department.

Upon execution of this acceptance document, an invoice in the amount of \$\_\_\_\_\_ shall be submitted to the Department.

Final Acceptance was completed on \_\_\_\_\_.

Approver Name	Title	Signature	Date

## Test Environment Entry/Exit Criteria



**Created by:** TXDPS IT Quality Assurance Team

Version: 2.0

Date: July 17, 2013

Approver Name	Approver's Title	Signature	Date
Phoebe Crouch	Manager, Quality Assurance		
Celina Wilson	Deputy Assistant Director, Governance		
Elaine Keith	Deputy Assistant Director, Applications		
Bryan Lane	Deputy Chief Information Officer		



### Reviewers

Department	Name/Title
Quality Assurance	Phoebe Crouch, Manager, Quality Assurance
Applications Development	Elaine Keith, DAD, Application Development
Governance	Celina Wilson, DAD, Governance

### Revision History

Revision	Name	Date	Comments
0.0.0	Scott Davies	3/8/2011	Initial Draft
0.0.1	Scott Davies	3/11/2011	Post Initial Draft Review
1.0	Tim Hampton	6/1/2013	Final Revisions for Signature & Release
2.0	Shannon Wallace	7/11/2013	Revisions to Entry/Exit Criteria and Environment terminology per Contract Standards





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## 2. Purpose

Identify and clarify Entrance/Exit Criteria for all initiatives, projects or applications that utilize the controlled testing environment(s) and processes, commonly referred to as TST, SQA or PRD. The Quality Assurance Team maintains this document and should be referenced in all documents related to software changes that need to be released. This document provides general guidance for requirements, wherein builds, code documents or artifacts are introduced into those environments and processes regarding entry/exit into/from the testing environment(s). This document does not attempt to cover those projects for which the QA Team is serving in an oversight and/or advisory role.

## 3. Scope

Maintain controlled environments and processes to enhance the organization's ability to implement code or applications into the DPS testing and performance environments, and, as result, reducing production defects, trouble tickets or downtime in production.

## 4. General Environment Entry/Exit Criteria and Process

### 4.1. General Environment Requirements

- Project, Development and Test Leads will engage with Release Manager (RM) for Environment resource. RM should be engaged as early as possible to provide environment review and analysis for all environments.
- Project Lead/Manager, Development Lead and Test Lead shall provide documentation sufficient for the RM to complete a testing environment analysis. This information is required to sufficiently gather and identify project resources and requirements for all applications (modified and new), to validate existence of required testing environments.
- RM will assess current environment(s) and identify environment deficiencies, providing feedback to Project Lead/Manager, Development Lead and Test Lead to identify presence or absence of environment(s) and hardware.
- Documentation must include: Deployment steps with roll back strategy (as applicable), version number, be held in source control and be approved by the RM.

### 4.2. Development Environment Entrance/Exit Process/Criteria

- General Environment Requirements (above) have been met.
- Build artifacts shall be provided, in advance, to the RM for review, prior to scheduled deployment to Development Environment.
- Depending upon project size and intent (as defined and agreed upon by the Project Team), the items required for entrance, and acceptance, into the Development environment would include the following:
  - Unit, Component and Integration test results
  - Design Document
  - Release Notes, including open issues
- Criteria to exit from Development Environment to QA will be governed by the QA Test Plan and should contain the following:
  - Unit, Component and Integration test results





- Design Document
- Defect Report(s)
- Release Notes

#### 4.3. QA Environment Entrance/Exit Process/Criteria

- General Environment Requirements (above) have been met.
- QA Test Plan(s) and test scenarios are reviewed and have approval by project team.
  - The intended functionality of all code changes per business requirements has been documented in test scenarios and these test scenarios have been reviewed and agreed upon within the Test Plan.
- All standard software components, including testing tools, must have been successfully installed and functioning properly.
- Criteria to exit from QA Environment to UAT Environment will be governed by the QA Test Plan, but should contain the following (at a minimum):
  - Test Summary Report (TSR)
  - Test Results
  - Defect Report(s)

#### 4.4. UAT Environment Entrance/Exit Process/Criteria

- General Environment Requirements (above) have been met.
- UA Test Plan(s) and test scenarios are reviewed and signed off.
  - The intended functionality of all code changes per business requirements has been documented in test scenarios and these test scenarios have been reviewed and agreed upon within the Test Plan.
- All standard software components, including testing tools, must have been successfully installed and functioning properly.
- Criteria to exit from QA Environment to UAT will be governed by the QA and UA Test Plan, but should contain the following (at a minimum):
  - Test Summary Report (TSR)
  - Test Results
  - Defect Report(s)

#### 4.5. PRD Environment Entrance Process/Criteria

- General Environment Requirements (above) have been met.
- Project Lead/Manager, Development Lead and Test Lead shall provide documentation sufficient within a Change Request (CR) for the Change Control Coordinator (CCC) to complete a CR analysis. This information is required to sufficiently gather and identify project resources and requirements for all applications (modified and new), to validate existence of required testing environment.
- Project Lead/Manager will schedule official Change Control Board (CCB) meeting when all build and release artifacts are ready for promotion into PRD.
- Build artifacts will be provided in advance for review by the CCC prior to the CCB meeting.





- QA and UA Test Plan(s) have received management approval and test execution complete. Documents have been submitted to the CR.
- Depending upon project size and intent (as defined and agreed upon by the Project Team), the items required for entrance and acceptance into the PRD environment would include the following:
  - Test Summary Report (TSR)
  - Test Plan(s)
  - Test Results
  - Defect Report(s)
  - Release Notes

### 5. References

Title	Author	Version	Location
ITSM CM-000: Change Management Policies and Procedures	ITSM	4.0.0	ITSM Portal
ITSM RM-001: Code Freeze to SQA Delivery Process	ITSM		ITSM Portal
ITSM RM-004: Developer Procedure: CM to Stage, Release, CCB	ITSM		ITSM Portal

### 6. Glossary

Term	Definition
CCB	Change Control Board
CCC	Change Control Coordinator
CR	Change Request
DPS	Department of Public Safety
PRD	Production Environment
RM	Release Manager
TSR	Test Summary Report
UAT	User Acceptance Testing



<b>Consensus Assessments Initiative Questionnaire</b>			
<b>Control Group</b>	<b>CGID</b>	<b>CID</b>	<b>Consensus Assessment Questions</b>
Independent Audits	CO-02	CO-02.2	How often do you conduct network penetration tests of your cloud service infrastructure.
		CO-02.3	How often do you conduct regular application penetration tests of your cloud infrastructure?
		CO-02.4	How often do you conduct internal audits?
		CO-02.5	Do you conduct external audits regularly as prescribed by industry best practices and guidance?
		CO-02.6	Are the results of the network penetration tests available to tenants at their request?
		CO-02.7	Are the results of internal and external audits available to tenants at their request?
Third Party Audits	CO-03	CO-03.1	Will you permit DPS to conduct vulnerability scans on hosted applications and your network?
		CO-03.2	Do you have external third-party conduct vulnerability scans and periodic penetration tests on your applications and networks?
Audit Tools Access	IS-29	IS-29.1	How do you restrict, log, and monitor access to your information security management systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)
Information System Regulatory Mapping	CO-05	CO-05.1	How do you ensure customer data is logically segmented that data may be produced for a single tenant only, without inadvertently accessing another tenant's data?
		CO-05.2	Do you have capability to logically segment and recover data for a specific customer in the case of a failure or data loss?
Intellectual Property	CO-06	CO-06.1	Describe the controls you have in place to protect tenants intellectual property?
<b>Data Governance</b>			

<b>Consensus Assessments Initiative Questionnaire</b>			
<b>Control Group</b>	<b>CGID</b>	<b>CID</b>	<b>Consensus Assessment Questions</b>
Ownership / Stewardship	DG-01	DG-01.1	Do you follow a structured data-labeling standard (ex. ISO 15489, Oasis XML Catalog Specification, CSA data type guidance)?
Classification	DG-02	DG-02.4	Can you provide the physical location/geography of storage of a tenant's data upon request?
		DG-02.5	Do you allow tenants to define acceptable geographical locations for data routing or resource instantiation?
Handling / Labeling / Security Policy	DG-03	DG-03.1	Are Policies and procedures established for labeling, handling and security of data and objects which contain data?
Retention Policy	DG-04	DG-04.1	Describe technical control you have in place to enforce tenant data retention policies?
Secure Disposal	DG-05	DG-05.1	Describe your process for secure disposal or destruction of physical media and secure deletion or sanitization of all computer resources of DPS data once DPS has
Nonproduction Data	DG-06	DG-06.1	How do you ensure production data is be replicated or used in non-production environments?
Information Leakage	DG-07	DG-07.1	Describe the controls in place to prevent data leakage or intentional/accidental compromise between tenants.
		DG-07.2	What a Data Loss Prevention (DLP) or extrusion prevention solution is in place for all systems which interface with your cloud service offering?
<b>Facility Security</b>			
Controlled Access Points	FS-03	FS-03.1	Are physical security perimeters (fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) implemented?
Unauthorized Persons Entry	FS-05	FS-05.1	How are ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises, monitored, controlled or isolated from data storage and process?
Asset Management	FS-07	FS-07.1	What are your procedures governing asset management and repurposing of equipment used to support DPS hosted services or data?
<b>Human Resources Security</b>			

<b>Consensus Assessments Initiative Questionnaire</b>			
<b>Control Group</b>	<b>CGID</b>	<b>CID</b>	<b>Consensus Assessment Questions</b>
Background Screening	HR-01	HR-01.1	Are state of residency and national fingerprint-based record checks conducted on employees or contractors who have access to DPS's data, applications or the networks supporting DPS's data and or applications?
Employment Agreements	HR-02	HR-02.1	Do you specifically train your employees regarding their role vs. the tenant's role in providing information security controls?
		HR-02.2	Do you document employee acknowledgment of training they have completed?
Employment Termination	HR-03	HR-03.1	Are Roles and responsibilities for following performing employment termination or change in employment procedures assigned, documented and communicated?
<b>Information Security</b>			
Management Program	IS-01	IS-01.1	Do you provide tenants with documentation describing your Information Security Management Program (ISMP)?
Management Support / Involvement	IS-02	IS-02.1	Are policies in place to ensure executive and line management take formal action to support information security through clear documented direction, commitment, explicit assignment and verification of assignment execution?
Policy	IS-03	IS-03.1	Do your information security and privacy policies align with particular industry standards (ISO-27001, ISO-22307, CoBIT, etc.)?
		IS-03.2	Do you have agreements which ensure your providers adhere to your information security and privacy policies?
	IS-04	IS-04.2	Do you have a capability to continuously monitor and report the compliance of your infrastructure against your information security baselines?
Policy Reviews	IS-05	IS-05.1	Do you notify your tenants when you make material changes to your information security and/or privacy policies?
Policy Enforcement	IS-06	IS-06.1	Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures?
		IS-06.2	Are employees made aware of what action might be taken in the event of a violation and stated as such in the policies and procedures?

<b>Consensus Assessments Initiative Questionnaire</b>			
<b>Control Group</b>	<b>CGID</b>	<b>CID</b>	<b>Consensus Assessment Questions</b>
User Access Policy	IS-07	IS-07.1	What controls do you controls in place to ensure timely removal of systems access which is no longer required for business purposes?
User Access Restriction /	IS-08	IS-08.1	Describe process for granting and approving access to DPS data or hosted services.
User Access Revocation	IS-09	IS-09.1	Describe process for timely deprovisioning, revocation or modification of user access to the DPS data or hosted services upon any change in status of employees, contractors, customers, business partners or third parties?
User Access Reviews	IS-10	IS-10.1	Do you require at least annual certification of entitlements for all system users and administrators (exclusive of users maintained by your tenants)?
		IS-10.2	If users are found to have inappropriate entitlements, are all remediation and certification actions recorded?
Training / Awareness	IS-11	IS-11.1	Do you provide annually a formal security awareness training program for cloud-related access and data management issues for all persons with access to DPS or hosted services?
		IS-12	IS-12.2
Segregation of Duties	IS-15	IS-15.1	How do you maintain segregation of duties within your cloud service offering?
Encryption	IS-18	IS-18.1	Do you have a capability to allow creation of unique encryption keys per tenant?
		IS-18.2	Do you support tenant generated encryption keys or permit tenants to encrypt data to an identity without access to a public key certificate. (e.g. Identity based encryption)?
Encryption	IS-19	IS-19.1	What encryption method and level of encryption is applied to DPS's data at rest and does it meet FIPS 140-2?
		IS-19.3	For DPS data in transport, what encryption level is applied and is the cryptographic module FIPS 140-2 certified.
		IS-19.4	Describe your key management procedures?
Encryption Key Management			
Vulnerability / Patch Management	IS-20	IS-21.1	Describe your patch management process?

<b>Consensus Assessments Initiative Questionnaire</b>			
<b>Control Group</b>	<b>CGID</b>	<b>CID</b>	<b>Consensus Assessment Questions</b>
Antivirus / Malicious Software	IS-21	IS-21.1	Do you have anti-malware programs installed on all systems which support DPS hosted services and data?
		IS-21.2	How do you ensure that security threat detection systems which use signatures, lists, or behavioral patterns are updated across all infrastructure components which support DPS's hosted services.
Incident Management	IS-22	IS-22.1	Do you have a documented security incident response plan
			Do you have processes for handling and reporting of security incidents that include preparation, detection, analysis, containment eradication, and recovery?
			What steps are taken to ensure all employees are made aware of the incident reporting procedures?
Incident Reporting	IS-23	IS-23.1	Does your security information and event management (SIEM) system merge data sources (app logs, firewall logs, IDS logs, physical access logs, etc.) for granular analysis and alerting?
Network Monitoring	IS-27	IS-27.1	List the tools used to monitor network events, detect attacks, and provide identification of unauthorized use.
Source Code Access Restriction	IS-33	IS-33.1	Describe the controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only?
Utility Programs Access	IS-34	IS-34.1	How are utilities that can significantly manage virtualized partitions (ex. shutdown, clone, etc.) appropriately restricted and monitored?
<b>Release Management</b>			
Production Changes	RM-02	RM-02.1	Do you have documented change management procedures?
Quality Testing	RM-03	RM-03.1	Do you provide your tenants with documentation which describes your quality assurance process?
Outsourced Development	RM-04	RM-04.1	Do you have controls in place to ensure that standards of quality are being met for all software development?
		RM-04.2	Do you have controls in place to detect source code security defects for any outsourced software development activities?
Unauthorized Software Installations	RM-05	RM-05.1	What controls do you have in place to restrict and monitor the installation of unauthorized software onto your systems?

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<b>Resiliency</b>			
Business Continuity Testing	RS-01	RS-01.1	Are Policy, process and procedures defining business continuity and disaster recovery in place to minimize the impact of a realized risk event?
	RS-04	RS-04.1	Are business continuity plans subject to test at planned intervals or upon significant organizational or environmental changes to ensure continuing effectiveness?
Equipment Power Failures	RS-07	RS-07.1	How are Security mechanisms and redundancies implemented to protect equipment from utility service outages (e.g., power failures, network disruptions, etc.)?
<b>Security Architecture</b>			
Customer Access Requirements	SA-01	SA-01.1	Are all identified security, contractual and regulatory requirements for customer access contractually addressed and remediated prior to granting customers access to data, assets and information systems?
User ID Credentials	SA-02	SA-02.1	Do you support use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service?
Password			Describe password requirements
Application Security	SA-04	SA-04.2	Do you utilize an automated source-code analysis tool to detect code security defects prior to production?
Data Integrity	SA-05	SA-05.1	Are data input and output integrity routines (i.e., reconciliation and edit checks) implemented for application interfaces and databases to prevent manual or systematic processing errors or corruption of data?
Remote User Multifactor Authentication	SA-07	SA-07.1	Describe multi-factor authentication method required for all remote user access.
Segmentation	SA-09	SA-09.4	Are system and network environments logically separated to ensure protection and isolation of sensitive data?
Wireless Security	SA-10	SA-10.1	Are policies and procedures established and mechanisms implemented to protect network environment perimeter and configured to restrict unauthorized traffic?

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		SA-10.2	Are policies and procedures established and mechanisms implemented to ensure proper security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings? (e.g., encryption keys, passwords, SNMP community strings, etc.)
		SA-10.3	Are policies and procedures established and mechanisms implemented to protect network environments and detect the presence of unauthorized (rogue) network devices for a timely disconnect from the network?
Clock Synchronization	SA-12	SA-12.1	Do you utilize a synchronized time-service protocol (ex. NTP) to ensure all systems have a common time reference?
Audit Logging / Intrusion Detection	SA-14	SA-14.1	What file integrity controls and network intrusion detection (IDS) tools are deployed to help facilitate timely detection, investigation by root cause analysis and response to incidents?
		SA-14.2	Is Physical and logical user access to audit logs restricted to authorized personnel?