



Texas Department of Public Safety Purchase Order

Blanket Order Number

405-16-P006512

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

V
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D
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Vendor Number: 00019481
1611371324800 | APPRISS INC

10401 LINN STATION RD
SUITE 200
USA
LOUISVILLE, KY 40223-3842

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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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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: State of Texas Prompt Pay

Shipping Terms: F.O.B., Destination

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

Item # 1
Class-Item 920-02

TDEx System Services Date of Award-08/31/2016 with three (3) two (2) year renewal options.

Total all inclusive amount JMS/RMS interfaces development, installation, and configuration, per interface approved by the Department.

Hardware - \$500.00
Software - \$3,900.00
Personnel/Services - \$15,600.00
Total - \$20,000.00

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 20,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 20,000.00

Item # 2
 Class-Item 920-02

TDEx System Services Date of Award-08/31/2016.

Maintenance Cost Per Interface (Monthly)

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 500.00

Item # 3
 Class-Item 920-02

TDEx System Services Date of Award-08/31/2016.

Standard System Maintenance Cost (Monthly)

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 100,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 100,000.00

Item # 4

For Payment Purposes Only

This PO incorporates the Contract executed on XX/XX/XXXX between the TXDPS Director and the Appriss, Inc. Executive Vice President.

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 120,500.00

APPROVED

By: Ken Maze, CTPM

Phone#: (512) 424-7347

BUYER

SOLICITATION, OFFER, AND AWARD

1. CONTRACT NO. 405-16-P006512	2. SOLICITATION NO. 405-15-R000691	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFO) <input type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED August 22, 2015
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Texas Data Exchange System Services

5. Sealed offers will be received by the Department until 3:00 P.M. local time on September 22, 2015 and submitted to the issuing office: Texas Department of Public Safety Procurement and Contract Services Bureau 5805 North Lamar, Bldg. A, MC-0266 Austin, Texas 78752 Attention: 405-15-R000691	6. FOR INFORMATION CONTACT: Ray D. Miller, CTPM Contract Administrator PHONE: (512) 424-2205 FAX: (512) 424-5419 E-MAIL: ray.miller@dps.texas.gov
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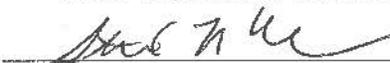
7. DISCOUNT FOR PROMPT PAYMENT:→	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
8. ACKNOWLEDGMENT OF AMENDMENTS: <small>(The Respondent acknowledges receipt of amendments to this Request for Offers and related documents numbered and dated:</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	01	09/01/2015		
9. NAME AND ADDRESS OF CONTRACTOR:→	Appriss Inc.		10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) Thomas R. Seigle, Executive Vice President	
11. TELEPHONE NO. (Include area code) (502) 815-5533	12. SIGNATURE On File		13. OFFER DATE 09/22/2015	

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, solicitation amendments, and 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 this Contract 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 will consist of a Base Period from Date of Award through August 31, 2016 with three (3) two (2) year Option Period Renewals; (September 1, 2016 through August 31, 2018; September 1, 2018 through August 31, 2020; and September 1, 2020 through August 31, 2022), as detailed within Section F.2, Contract Term.

By: <u></u> Name: <u>Thomas R. Seigle</u> Title: <u>Executive Vice President</u> Date: <u>February 2, 2016</u>	Texas Department of Public Safety By: <u></u> Name: <u>Steven C. McCraw</u> Title: <u>Director</u> Date: <u>3/3/16</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, and to add the Contractor's name in the Contractor signature block.
2. Section A, Definitions, has been revised as follows:
 - Delete definition of "Best and Final Offer (BAFO)";
 - Revise definition of "Contract" to include awarded firm;
 - Revise definition of "Contractor" to include awarded firm;
 - Delete definition of "May";
 - Delete definition of "Offer";
 - Delete definition of "Responsive Offer";
 - Delete definition of "Respondent"; and
 - Delete definition of "RFO"
3. Section B.1.1, Services Being Acquired, has been revised to include contract language rather than solicitation language.
4. Section B.1.2, Pricing Instructions, has been revised to include contract language rather than solicitation language.
5. Section B.1.3, Financial Ratings, has been revised to include contract language rather than solicitation language.
6. Section B.2, Fee 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 and Table 1 have been revised to include contract rather than solicitation language and to document negotiated changes.
8. Section B.2.2, Standard Maintenance Services and Table 2, Maintenance Services, have been revised to include contract rather than solicitation language and to document negotiated changes.
9. Section B.2.3, Enhancement Services, has been revised to include contract rather than solicitation language and to document negotiated changes.
10. Section B.2.4, Labor Pricing Schedule and Table 3, Labor Price per Position Classification/Type, have been revised to include contract rather than solicitation language and to document negotiated changes.
11. Section B.2.5, TDEx System Maintenance Cost and Table 4, TDEx System Maintenance Cost, have been added to reflect negotiated language and rates.

12. Section C, Statement of Work, has been revised throughout to include contract rather than solicitation language and reflect negotiations of the Department and the Contractor.
13. Section C. 7.1, Outage Response Service Levels, has been revised to add the negotiated language.
14. Section C.13.2, Rate of Calculation, has been revised to add the negotiated language.
15. Section G.1.2, Contract Administrator, has been revised to include the name of the appropriate contact person for the Department.
16. Section G.1.6, Contractor's Project Manager, has been revised to include the Contractor's information.
17. Section, G.3, Payments, has been revised to include updated invoicing and payment language and to incorporate the Contractor's information.
18. Section H, Terms and Conditions, has been revised to delete solicitation language under the header title for Section H.
19. Section H.36, Most Favored Customer, has been revised to document the negotiated language of the same or substantially similar set of services.
20. Section H.43, Attachments, has been deleted.
21. Section H.63, Redacted Documentation, has been deleted.
22. Section H.66, Note to Contractor, has been deleted.
23. Section H.67, Notice Under Government Code 2261.252, has been added.
24. Section H.68, Notice Under Government Code 2252.908, has been added.
25. Section H.69, Notice Under Government Code 572.069, has been added.
26. Section I, Supplemental Terms and Conditions, has been revised to delete solicitation language under the header title for Section I.
27. Section I.3, Historically Underutilized Business (HUB) Participation, has been revised to reflect contract language rather than solicitation language.
28. Section I.4, Liquidated Damages, has been revised to include the negotiated language.
29. Section I.5, Partitioning, has been revised to include the negotiated language.
30. Section I.9, Work Made for Hire, has been modified to add the negotiated language.
31. Section I.13, System Security, has been revised to include the negotiated language.

32. Section I.14, Physical Access Controls, has been revised to remove the words "and guards" to reflect the negotiated language.
33. Section I.20, FBI CJIS Security Addendum, has been revised to include contract rather than solicitation language.
34. Exhibit J.1, Historically Underutilized Business Subcontracting Plan, is hereby incorporated into this Contract as completed by the Contractor.
35. Exhibit J.3, Application for Texas Identification Number, has been deleted as this document is on file with the Department.
36. Exhibit J.4, Direct Deposit Form, has been deleted as this document is on file with the Department.
37. Exhibit J.5, W-9 Form, has been deleted as this document is on file with the Department.
38. 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.
39. 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.
40. 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").
41. Minor conforming and clarifications changes have been made throughout the document.
42. 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:

“Application Programming Interface (API)” means routines, protocols, and tools for building a software application.

“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.

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

“Business Days” means Monday through Friday except for federal, state and legal holidays observed by the State of Texas. The terms “business days” and “working days” may be used interchangeably.

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

“CISO” means the Department’s Chief Information Security Officer as referenced in Section G.1.5.

“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>.

“CJIS System Agency (CSA)” means the CJIS Advisory Policy Board that has established a goal of having a single state agency in each state assume responsibility as the CJIS CSA for the state, through and by which NCIC 2000 System users in that state would access the various systems managed by the FBI CJIS Division. The Department is the CSA for the State of Texas. The CSA is responsible for planning necessary hardware, software, funding, and training for complete access to all FBI CJIS Division data services by all authorized agencies within the state.

“CJIS System Officer (CSO)” means an individual located within the CSA responsible for administration of the CJIS network for the CSA.

“Computerized Criminal History (CCH)” means the Computerized Criminal History repository administered by the Crime Records Service of the Department.

“Contract” means the written agreement entered into by the Department and Appriss, Inc.

“Contract Administrator” means the representative of the Department’s Procurement & Contract Services Bureau who is 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.2.

“Contract Monitor” means the employee within the Department who is 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.2.

"Contractor" means Appriss, Inc.

"Contractor Hosted or Hosted" means a combination of traditional IT functions to be provided by the Contractor such as infrastructure, applications software (including COTS Software Solution), security, monitoring, storage and provider of hardware and hardware maintenance.

"Contributing Entity" means any law enforcement or criminal justice agency that contributes RMS and/or JMS data to the TDEX System.

"CPA" means the Texas Comptroller of Public Accounts.

"Criminal Justice Information Services (CJIS)" means the FBI Division responsible for the collection, warehousing, and timely dissemination of relevant Criminal Justice Information (CJI) to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies. CJIS is the FBI Division charged with setting the minimum security requirements or controls an agency must have in place to protect any criminal justice information obtained from the FBI system(s). The FBI CJIS publishes the CJIS Security Policy which details those security requirements.

"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.

"Deployments" means a method by which an Interface is provided at the local contributor level to enable the harvesting of data from the RMS and/or JMS.

"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.

"Enhancement Services" means modifications to the TDEX System requested by the Department to enhance the current TDEX functionality, including but not limited to, application development, technology upgrades, transformation tasks, updates, modifications, alterations of hardware, software, programming, technology documentation, work flows, and relocation of existing Interfaces. Enhancement services do not include an initial Interface development, installation, and configuration.

"Escalate" means to notify the Department Program Manager for assistance in contacting the contributing entity after five (5) unsuccessful attempts by the Contractor within a period of seven (7) calendar days.

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

"FBI" means the Federal Bureau of Investigation.

"FBI EBTS" means the Federal Bureau of Investigation's Electronic Biometric Telecommunications Specifications – see <https://www.fbibiospecs.org/>.

"Fiscal Year" means any of the one (1) year periods beginning September 1 and ending August 31, 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.

"Incident Ticket" means a running report on a particular issue which tracks its initial report of the issue, the status changes for the issue, and the resolution when determined.

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

"Interface" means a method that will be used as a data gateway to allow for the extraction of data from the Contributing Entity.

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

"Jail Management System (JMS)" means a system that allows for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, or files as they pertain to the booking process.

"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.

"Must" means required, compulsory or obligatory.

"Near real-time" means there are no significant delays.

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

"ORI" means the Originating Agency Identification Number. ORIs are unique numbers assigned by the FBI that identify entities authorized to access CJIS systems.

"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.

"Period of Maintenance Coverage" means a period of time that the Contractor is required to provide maintenance services other than those identified by this Contract to be performed during the Principal Period of Maintenance. The Period of Maintenance Coverage is 24x7x365.

"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.

"Personally Identifying Information (PII)" means one or more pieces of information that, when considered together or in the context of how the information is presented or gathered, are sufficient to specify a unique individual. The pieces of information can be: (1) personal characteristics, for example, biometric records or dates of birth; or (2) a unique set of numbers or character assigned to a specific individual, for example, social security numbers or name.

"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 period during which the Contractor shall perform the majority of preventative maintenance duties. The Principal Period of Maintenance coverage for the System is Monday through Friday during the hours of 8:00 A.M. to 5:00 P.M. Central Time.

"Project Manager (PM)" means appointee, designee, or alternate designee as assigned by the Contractor and the Department as referenced in Section G.1.4 and G.1.6.

"PSC" means the Public Safety Commission, the Department's governing body.

"Records Management System (RMS)" means an automated case/file management tool.

"Remedial Maintenance" means maintenance performed during TDEx System component failure that is performed by the Contractor on an unscheduled basis.

"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.

"Shall" denotes the imperative, required, compulsory or obligatory.

"Software" means any application programs for exclusive use with the TDEx System.

"Standard Maintenance" means Preventive Maintenance and/or Remedial Maintenance.

"Support Services" means responding to end user requests for assistance with TDEx.

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

"System Changes" means a change in third party vendor at the contributing entity level. This will also refer to an upgrade in versioning with the same third party vendor.

"System Component" means any individual unit of Hardware or Software which together with other system components make up the System as a whole.

"System Failure" means a breakdown of any System hardware, operating system or application software which prevents the accomplishment of the System's intended function.

"System Functionality and Operational Effectiveness" means that the TDEx System is performing at the levels specified within this Contract.

"System" means the TDEx System, including all hardware, software, and communication devices.

"TDEx Data" means a record that is harvested from the contributing state and local entities within the borders of the state of Texas.

"TXDPS" means the Texas Department of Public Safety - may also be referred to as "Department."

"UAT" means User Acceptance Testing.

"Users" means personnel that access the collected data via the National Data Exchange.

"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 is not essential to the operation of the System.

"Voluntary Product Accessibility Template (VPAT)" means vendor generated statement to provide relevant information regarding how the vendor's product or services claims to be compatible with 508 standards.

"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.

"Working Days" means business days occurring Monday through Friday except for the federal and legal holidays observed by the State of Texas. The terms "working days" and "business days" may be used interchangeably.

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") Law Enforcement Support Division (LESD) enters into this Contract with Appriss, Inc. ("Contractor") to obtain a TDEx System that will provide TDEx System services. The purpose of the TDEx System is to provide an Interface between Contributing Entities so that Users of the TDEx System will be provided with access to the extensive investigative information in the records management systems (RMS) and jail management systems (JMS), collected through the TDEx System, at the local and state levels. Users shall be able to query this data through the N-DEx system which is provided by the Federal Bureau of Investigation (FBI). Contributing Entities to the TDEx System will be allowed to upload data from their RMS and JMS systems to the TDEx System and access and view investigative information collected through the TDEx System.

B.1.2 Pricing Instructions

This Contract provides services for implementation, project planning, hardware, software development, customizations, training, maintenance, support, documentation, and enhancements for the TDEx System. These prices are Firm Fixed Pricing applicable to the products and services requested and received by the Department in compliance with this Contract. The Pricing Schedule in 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. 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.
- B. The Contractor shall complete the following TDEx milestones as outlined in the Project Plan. Each milestone will require Testing, Implementation and Acceptance as stated in Section C.16. Initial milestones will be determined by the Department and will be paid in accordance with Section G.3.1, Billing and Payment, which will include, but are not limited to, the following:
 - 1. **Interface Development:** Develop a method by which to interface with the Contributing Entity's JMS and/or RMS for the purpose of data extraction.
 - 2. **Test case installation within the Contractor's test environment.**
 - 3. **Interface Installation at the Department identified Contributing Entities:** Connecting the Interface to the Contributing Entity's JMS and/or RMS.
 - 4. **Interface Configuration for the Contributing Entities' Interface:** Configuration and workflow tailoring to meet the business processes of the Department and Contributing Entities.
 - 5. **Data Testing of the Contributing Entities' data sets:** Test the harvested data in a test environment to ensure all data being shared is being harvested before moving it to a "live" environment.

6. **TDEx Final Acceptance for each Contributing Entity's Interface:**
The Contractor's TDEx System will meet the requirements specified in Section C.15, Testing Requirements, Implementation and Acceptance.
 7. **Enhancement Services:** The Department shall develop and negotiate Exhibit J.2, Change Order Request Form(s) for additional services and enhancements. The Contract Monitor shall work with the Contractor to prepare the Change Order Request Form. The Contract Monitor shall submit the Change Order Request Form to Procurement and Contract Services to finalize the modification to this Contract.
- C. The Pricing Schedules are individually identified as firm fixed pricing throughout the term of this Contract and will be applicable to the services requested by the Department and received by the Department in compliance with this Contract.
 - D. Section B.2.2 – Standard Maintenance Services: Prices for the contracted services include, but are not limited to: preventive and remedial maintenance, hardware parts, software and components, labor, fees and expenses.
 - E. Section B.2.3 - Enhancement Services: Prices include labor and products. Prices for labor and TDEx Systems hardware/software components are firm fixed pricing.
 - F. All costs associated with the Contractor's staff assigned to provide Standard Maintenance and Enhancement services 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 TDEx System at no additional cost to the Department.

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 Name: Appriss, Inc.
 10401 Linn Station Road
 Louisville, KY 40223

B.2.1 Base Period

The pricing schedules below detail the cost per Contributing Entity for development of an all-inclusive turnkey interface solution. This pricing is the sole consideration that the Contractor will receive for the development, installation, and configuration of an Interface. The Department shall provide an Authorization to Proceed for the development, installation and configuration for each Department specified Contributing Entity in writing and in advance (Exhibit J.10). Any authorization requiring a new JMS/RMS Interface for a Contributing Entity is not an Enhancement service and will be billed according to the Pricing Schedule as defined in Table 1 below. The Contractor will not do any work until the Department authorizes in writing an Authorization to Proceed for a particular Contributing Entity, nor shall the Contractor invoice the Department for any work performed without a Final Acceptance Document.

Table 1: JMS/RMS Interface Per Contributing Entity*

JMS/RMS Interface Per Contributing Entity	Description of Product, Including Software Version	Cost				
		Hardware	Software	Utilities	Personnel / Services	
JMS	Appriss NT JMS Data Extraction Adapter	\$500.00	\$3,900.00	\$ 0.00	\$15,600.00	
RMS	Appriss NT RMS Data Extraction Adapter	\$500.00	\$3,900.00	\$0.00	\$15,600.00	
Total All Inclusive Amount JMS/RMS Interface Development, Installation, and Configuration, Per Interface Approved by the Department						\$20,000.00

* Table 1 above reflects pricing for the Base Period and Optional Renewal Period 1; Pricing for Optional Renewal Period 2 will be escalated 6%. Pricing for Optional Renewal Period 3 will remain the same as Period 2.

New JMS/RMS Development, Installation, and Configuration

1. Determine what data the Contributing Entity will share.
2. Create methodology/interface to collect the data to be shared.
3. Install Interface.
4. Move that data to the Contractor's test environment.
5. The Contributing Entity and the Department shall test data for accuracy.
6. The Contractor shall develop a methodology to push data to N-DEX in the required format.

B.2.2 Standard Maintenance Services

The fixed cost per Interface for Standard Maintenance Services includes, but is not limited to, preventive and remedial maintenance and services provided to support the daily operational and functional requirements of the TDEX System as specified in this Contract, excluding Enhancement services.

Table 2: Maintenance Costs per Interface

Standard Maintenance Services	Monthly Cost Per Interface
Base Period (Date of Award – 08/31/16)	\$500.00
Option Renewal Period 1 (09/01/16 – 08/31/18)	\$500.00
Option Renewal Period 2 (09/01/18 – 08/31/20)	\$530.00
Option Renewal Period 3 (09/01/20 – 08/31/22)	\$530.00

B.2.3 Enhancement Services

The Department, in its sole discretion, shall identify whether a service requested is an Enhancement service and shall approve invoicing for an Enhancement service. Requests for Enhancement services may be initiated by a Change Order Request Form as incorporated in Exhibit J.2 and stated in Section C.6.4, of this Contract. Enhancements will be completed for existing Contributing Entities only and will be billed at the rates identified in the fully authorized Change Order Form. Any customization required for a new RMS/JMS Interface for a Contributing Entity is not an Enhancement and will be billed according to the pricing schedule in Table 1.

The associated costs for Enhancement services may include labor and products (hardware, software, and transportation other than freight, etc.).

B.2.4 Labor Pricing Schedule

1. Table 3 specifies the Firm Fixed Hourly Rates for Enhancement services.
2. Table 3 specifies the complete and detailed listing of the Contractor's technical staffing positions by title and description of duties, and hourly fixed rates for services performed, 365 days a year, 24 hours a day 7 days a week excluding State and Federal holidays. The State's holiday schedule is available at http://www.hr.sao.state.tx.us/Compensation/Holidays2016_2017.pdf
3. Labor: The Department will not pay for normal phone and internet-based communications between the Contractor and the Department.
4. The Contractor shall invoice using the hourly labor rates as specified in Table 3 for all necessary levels of staff to perform the services as required by this Contract:

Table 3: Labor Price per Position Classification/Type

Contractor and Subcontractor Company Name	Position Title and Description of duties		Base Period Hourly Rate
Appriss	Administrative Analyst	<p>Administrative</p> <ul style="list-style-type: none"> -Manages the various paperwork items that arise throughout the project, including authorization agreements, billing documentation, and agency contact information. 	\$70.31
Appriss	Auditor	<p>Controls/Audit</p> <ul style="list-style-type: none"> -Reviews various aspects of both the agency implementations and the project overall to endure all contractual requirements are met. 	\$109.38
Appriss	Chief Security Officer	<p>Security</p> <ul style="list-style-type: none"> -Acts as the CJIS compliance officer for Appriss. -Monitors usage of Appriss systems for data breaches and any unauthorized use. -Services as an expert on the latest scams, viruses, and other electronic threats to ensure Appriss maintains the highest security possible, thereby minimizing our threat potential. 	\$210.94
Appriss	Database Engineer	<p>Technical</p> <ul style="list-style-type: none"> -Monitors and manages the service loads of the databases in the pre-production and production environments. -Ensures an efficient and reliable response time for user searches. -Manages feature enhancements and database modifications required to maintain CJIS compliance. 	\$171.88
Appriss	Field Service Engineer	<p>Implementation</p> <ul style="list-style-type: none"> -Provides highly visible customer support through the performance of on-site installation, as well as overseeing any necessary diagnoses, troubleshooting, service, and repair of complex equipment and systems. -Checks out and approves operational quality of system equipment. Instructs 	\$106.11

		<p>customers in the operation and maintenance of the system.</p> <ul style="list-style-type: none"> -Serves as company liason with customer on administrative and technical matters for assigned projects. -Interprets customers' needs and clarifies if the responsibility for problem resolution falls to sales personnel, customer support reps, or engineers. -This job may include any aspect of field support, and is not limited to system hardware and software, PCs, and networking/ wireless networking. 	
Appriss	Network Engineer	<p>Technical</p> <ul style="list-style-type: none"> -Operates company's internal data communications systems. -Plans, designs and implements local and wide-area network solutions between multiple platforms and protocols (including IP and VOIP). -Supports/troubleshoots network issues and coordinates with vendors for installation of such items as routers and switches. -Works on project implementation. -Provides training and assists with proposal writing. -Conducts project planning, cost analysis and vendor comparisons. 	\$140.63
Appriss	Program Manager	<p>Management</p> <ul style="list-style-type: none"> -Coordinate and manage the resources needed for the implementation of Contributing Entities. -Manage the implementation analysts required to perform the installation of software to collect data from Contributing Entities. -Work within the Appriss development teams to manage the creation and delivery of interfaces. 	\$148.44
Appriss	Project Administrator	<p>Administrative</p> <ul style="list-style-type: none"> -Provides administrative and clerical support to relieve department managers or staff of administrative details. -Through support to the Implementation 	\$70.31

		<p>Team, may coordinate messages, appointments, and information to callers, file maintenance, department office supplies and mail.</p> <ul style="list-style-type: none"> -Researches, compiles and proofs word processing assignments. -Operates automated office equipment. <p>May be assigned to various functional areas of the company.</p> <ul style="list-style-type: none"> -Operates in a fast-paced environment, requiring strong attention to detail and multi-tasking ability. 	
Appriss	Project Manager	<p>Management</p> <ul style="list-style-type: none"> -Serve as the Department's single point of contact for all TDEx activities. -Create and maintain project schedule. -Oversee collection of necessary documentation. -Ensures compliance with contract requirements. -Respond to issues surrounding implementation. 	\$154.67
Appriss	Software Engineer	<p>Technical</p> <ul style="list-style-type: none"> -Configures application monitoring and manages the applications in the pre-production and production environments. -Ensures an efficient and reliable response time for user searches. -Manages feature enhancements and software modifications. -Managers software modifications to maintain CJIS compliance. 	\$148.43
Appriss	System Analyst	<p>Development</p> <ul style="list-style-type: none"> -Analyzes and translates data from the Contributing Agency into functional specifications. -Identifies root cause of complex data issues and provides suggestions for resolution. -Communicates with the Contributing Entity and/or vendor for clarity regarding system constraints, business data entry practices, or to request changes that will improve the number of fields collected. -Creates interface specification for the 	\$116.48

		System Programmers for the interface build.	
Appriss	System Integration Specialist	<p>Quality Assurance</p> <p>-Reviews the data for a Contributing Agency through the JX Portal application for completeness.</p> <p>-Demonstrates the data collected through the interface with the Contributing Agency for approval.</p> <p>-Acts as liaison for questions arising from the demonstration, and works with the Contributing Agency until approval is received.</p>	\$70.31
Appriss	Systems Programmer	<p>Development</p> <p>-Review technical specification documentation provided by the System Analyst process.</p> <p>-Use technical specification information to design, develop and test a solution for data extraction, transformation, and preparation for import into Appriss data stores.</p> <p>-Develop and test a solution for any technical issues or necessary data transformations discovered during the System Analyst review of the developed adapters.</p>	\$117.19

*Table 3 rates above reflect FY2016 pricing and will be escalated 2% per fiscal year.

The Department shall identify, in its sole discretion, whether the services requested are for the development, installation, and configuration of a new Interface, Maintenance Services, or Enhancement services. The Department shall approve in writing in advance the invoicing for the appropriate category.

B.2.5 TDEx System Maintenance Cost

The Contractor shall provide system maintenance for the following components of the TDEx System, at the rates defined in Table 4.

- A. Servers
- B. Disk Storage
- C. Software Licenses
- D. Redundancy
- E. Data Center
- F. Data Management
- G. Security
- H. System Management

Table 4: TDEx System Maintenance Cost

Standard Maintenance Services	System Monthly Cost
Base Period (Date of Award – 08/31/16)	\$100,000.00
Option Renewal Period 1 (09/01/16 – 08/31/18)	\$100,000.00
Option Renewal Period 2 (09/01/18 – 08/31/20)	\$106,000.00
Option Renewal Period 3 (09/01/20 – 08/31/22)	\$106,000.00

SECTION C - STATEMENT OF WORK

C.1 INTRODUCTION

The Texas Department of Public Safety (Department) created the Texas Data Exchange (TDEx) to facilitate information sharing among local jails (throughout Texas and other states), police department systems, the Department, and the Texas Department of Criminal Justice, providing entities with additional tools to improve their investigations. Contributing Entities to the TDEx System will be allowed to upload data from their RMS and JMS systems to the TDEx System and access and view investigative information collected through the TDEx System. Users shall be provided with access to the extensive investigative information in the records management systems (RMS) and jail management systems (JMS), collected through the TDEx System, at the local and state levels. They shall be able to query this data through the N-DEx system which is provided by the Federal Bureau of Investigation (FBI).

C.2 SCOPE

- A. The Contractor shall be responsive to the needs of the law enforcement community with regards to the collection, accessibility, speed and secure transmission of data. The Contractor shall ensure that the TDEx System electronically interfaces with N-DEx, as well as with local and state entities' RMS and JMS systems, and with Department databases.
- B. The Contractor's services for the TDEx System shall be an open solution to allow for the accurate and timely collection and transmission of data, as well as customization and enhancements to meet all CJIS security requirements and national standards regarding the exchange of identification data.
- C. The Contractor's services for the TDEx System shall include development, installation, and configuration of Interfaces with local Contributing Entities' RMS/JMS systems, data testing, and Standard Maintenance, as well as Enhancement Services. The TDEx data will also interface with N-DEx as stated in this Contract. Per Section B.2.3, Enhancement Services, the Department shall complete a Change Order Request Form as incorporated in Exhibit J.2 for additional services or Enhancement services.
- D. The Contractor shall deliver TDEx System services and perform as provided under this Contract, and as directed by the Department, to address federal and state legislative changes and other changes directed by the Department during the term of this Contract and any renewals.
- E. There are currently 218 Contributing Entity JMS data feeds and 711 Contributing Entity RMS data feeds.

C.3 GENERAL DUTIES AND OBLIGATIONS

The Contractor shall:

- A. Provide a flexible and expandable TDEx System for local, intra-state, and inter-state criminal justice data sharing of offender and other key investigative data that will interface with the FBI's N-DEx system.

- B. Ensure that the TDEx System is able to aggregate extensive investigative information from disparate records and jail management systems at the local and state levels. The TDEx System may have to provide customized solutions for each data source and/or Contributing Entity.
- C. Ensure each new Interface development, installation, and configuration utilizes a work breakdown structure (WBS) as approved, in writing, in advance by the Department.
- D. Ensure Enhancement services completed via the Change Order Process as described in Exhibit J.2 and Section C.6.4 also utilize a WBS with detailed requirements and firm fixed pricing, for technical services approved, in writing, in advance by the Department.
- E. The Department shall, in its sole discretion, determine the appropriate classification of work, i.e., new Interface development, installation, and configuration or Enhancement services and document such in writing, in advance utilizing the authorization forms as referenced in Exhibit J.2 and Exhibit J.10.
- F. Provide test plan, test results, business process documentation, TDEx System documentation, and other documentation as requested by the Department as per the Testing Requirements, Implementation and Acceptance section of this Contract.
- G. Develop a TDEx System of pushing all available data types from all RMS and JMS sources to N-DEX, regardless of whether the Contractor system houses the data type.
- H. Monitor all data types that are submitted by each Contributing Entity per Section C.7.
- I. Provide notification service to the Department staff when a Contributing Entity or data feed at a Contributing Entity has gone offline as defined in Section C.7.
- J. Provide status reports to the Department for a Contributing Entity (or data type) that has experienced an outage, detailing why the Contributing Entity is no longer contributing and what efforts have been taken to bring the Contributing Entity (or data type) back online.
- K. Provide access to TDEx data for Department users for the purpose of special queries and/or data testing prior to approval for submission to N-DEX.
- L. Provide dedicated resources including, but not limited to, a Project Manager and any necessary technical personnel for implementation.
- M. Provide a Project Manager responsible and accountable for the following:
 - 1. Ensure project activities are completed according to the Contractor's Project Plan.
 - 2. Performance of the Contractor's resources, staff, etc.
 - 3. Work with and report directly to the Department's Project Manager regarding technical project activities.
 - 4. Work directly with the Department's Contract Monitor and the Department's Project Manager regarding this Contract's monitoring requirements.
 - 5. Report to the Department's Project Manager regarding compliance with specifications, business requirements, milestones and other related activities.

6. Serve as liaison for activities between the Contractor's staff and the Department.
 7. Coordinate any need for Department staff support through the Department's Project Manager.
 8. Provide and maintain a list of the Contractor's staff assignments and identify the type of technical and functional staff support necessary to accomplish the implementation of this Contract.
- N. The Contractor shall submit a final, detailed Project Plan, within ninety (90) calendar days of contract award. Staffing and timelines for each phase and / or aspect will be included in the plan. The plan will address the following phases:
1. A description of the project organization;
 2. A breakdown and detailed description of the different deliverables of the project;
 3. Expected dependencies that exist within the project plan;
 4. A schedule and work plan for the different deliverables of the project;
 5. The test case installation process within the Contractor's test environment;
 6. A Gantt chart illustrating a high-level timeline for the project, including task start and end dates and dependencies;
 7. Delegation of duties to each party for each of the tasks;
 8. Information regarding maintenance and support, along with standard project management components such as a risk management plan and a change management plan;
 9. Tasks required for the migration of all Department TDEX data that will need to be brought over to the new system;
 10. Any proposed milestones / deliverables for when the Contractor may submit invoices for payment;
 11. Any dependencies, caveats or risks associated with the schedule; and
 12. The methodology the Contractor shall employ to ensure the schedule is met.
- O. The final Project Plan will be acceptable to the Department and will be executed by both Parties before work begins. If corrections or adjustments are required, the Contractor shall have five (5) business days to resubmit the final Project Plan for Department review and acceptance. The final Project Plan is incorporated into this Contract upon execution of the final Project Plan by both Parties.
- P. The Contractor shall develop a Communication Plan, within thirty (30) business days, in coordination with the Department to include, but not limited to, the status of the development, implementation, and testing to ensure synchronized and updated information such as schedule, concerns, risks, issues, and upcoming activities are approved by the Department. The Contractor shall also provide details on the Department's notification to the Contractor in the event of a TDEX System outage. The Contractor shall provide its notification and escalation process as part of the Communication Plan.
- Q. The Contractor will not require the Department to provide supporting products, skill sets, and support services.

C.4 GENERAL TDEX SYSTEM TECHNICAL REQUIREMENTS

The following details are the requirements for the Data Network Management, Data Network Deployments, and Account Management that the Contractor shall perform for the Department TDEX System service.

A. Data Partner Management

1. N-DEx
 - a. Maintain an interface with N-DEx and provide N-DEx with the data specified by the Department.
 - b. Provide changes or enhancements to the N-DEx interface as needed or required.
2. Fusion Center Data Feeds
 - a. Provide extracts of the Texas data to Fusion Centers within Texas. The format will be approved by the Department.
3. Support and maintenance of all data feeds developed including, but not limited to, the following:
 - a. Bookings – This feed pertains to the information gathered at the time of processing an incarcerated individual.
 - b. Arrests – This feed pertains to the information gathered when a subject is placed in custody.
 - c. Incidents – This feed pertains to the information gathered by an officer responding to a service call.
 - d. Citations – This feed pertains to the information gathered by an officer during a traffic stop.

B. Data Source Deployments

1. The Contractor shall provide deployments for any of the following:
 - a. JMS, RMS
 - b. Redeploys/System Changes – Includes entities switching to a new JMS, RMS, or Citations System.
 - c. N-DEx Information Exchange Package Document (IEPD) Deployments
 - i. The Contractor shall work with JMS, RMS and Citation vendors to develop N-DEx compliant extracts. These extracts will follow the N-DEx IEPD whenever possible.
 - d. New data sources may include, but are not limited to, the following:
 - i. Texas Sex Offender;
 - ii. Scrap Metal;
 - iii. Permits;
 - iv. Warrants; and
 - v. Integration to TXGang.
2. If any of the deployments will require third party vendor fees, the Contractor shall include the Department in fee negotiations with the third party vendor. Negotiations must occur and be documented in writing with a written quote approved by all parties prior to implementation of the deployment. Once approved, third party vendor fees will be paid by the Contractor and then invoiced to the Department, with no mark up, for reimbursement. The Department will not pay any third party vendor fees until the Contractor has paid the third party vendor fee in full. Payment of third party vendor fees by the Department will be in compliance with all applicable law.

C. Customer Relationship Management

1. The Contractor shall be responsible for assigning a TDEX Client Relations Manager who shall be responsible for conducting status meetings with the Department Project Manager (PM) at a location and time determined by the Department PM as needed. The meetings can be in person or over the phone at the discretion of the Department PM.
2. The Contractor may be required to participate in one or more trade shows each calendar year in coordination with the Department's PM. The Contractor understands and agrees that participation, is at the Contractor's expense, and includes providing a manned booth display or similar presence. The Department shall provide four (4) months advance notice of any required participation. The Contractor may not market any of its other products at these trade shows.

C.4.1 Technical Business Requirements

C.4.1.1 Software Environment and Services

JMS and RMS Interfaces to the TDEX System will be written so that they will provide data necessary for both the TDEX and N-DEX Systems in National Information Exchange Model (NIEM) data model standard. The goal is to provide one Interface that will satisfy the needs of TDEX and N-DEX.

The Contractor shall provide twenty four (24) hours, seven (7) days per week network and data monitoring services that allow real-time monitoring of all data that flows into the TDEX System. This service will include detection of any interruption in connectivity on the network and will also include responsibility to work with the Contributing Entity to resolve connectivity and data access issues to the local data environment.

C.4.1.2 Connectivity Standards

All Contributing Entities shall be connected either through a dedicated network connection or through VPN services that conform to the National Institute of Standards and Technology (NIST) Triple DES standard (FIPS – 46-3) or the Advanced Encryption Standard (AES – FIPS-197) encryption for all communications.

C.4.1.3 Compliance with National Standards

All Interfaces will adhere to the NIEM and the current version of N-DEX IEPDs.

C.4.1.4 TDEX System Features

When possible and available, the Contractor shall incorporate at minimum a five (5) year history from the Contributing Entity for ingestion into N-DEX.

C.4.2 Business Implementation and Performance Requirements

The importance of this initiative demands quick results. To this end, the TDEX System will be implemented to provide immediate results and provide the capability to expand the TDEX System in later releases.

C.4.2.1 Delivery of JMS and RMS Data

- A. The Contractor shall develop Interfaces with each Department-approved Contributing Entity to pull N-DEX IEPD mappable information from the local system.
- B. The Contractor shall provide the Department with IEPD and mapping for each Interface developed under this Contract.
- C. The Contractor shall coordinate with the Department and the Contributing Entity for testing and approval of mapping of the local data.
- D. Upon approval of the mapping, the Contractor shall aggregate the local data in TDEX, and then push the Contributing Entity's data to N-DEX, and establish the process for continued submission to N-DEX.
- E. The Contractor shall provide for bifurcated data feeds to TDEX and a Department-specified NIBRS location. The format will be approved by the Department.
- F. At the Contributing Entity's discretion, the Contractor shall provide a copy of the Contributing Entity's data feeds to a location specified by that Contributing Entity.

C.4.2.2 Expungements

Records that have been expunged in court proceedings, as per Chapter 55 of the Texas Code of Criminal Procedure, Art. 55.02, Sec. 5 (f)(1)(A)(B), are required to be removed from all record repositories. Records flagged for removal at the local level will be removed from the TDEX System. To this end, the Contractor shall comply with the following:

- A. All Interfaces developed by the Contractor will contain the ability to recognize and flag for removal any records removed from the Contributing Entities' systems.
- B. The Contractor shall also flag those records for removal and send delete requests for those records when data is uploaded to N-DEX.
- C. The Contractor shall provide a means by which the Department can access Texas records in the TDEX System and expunge records that were not deleted using the above mentioned process.
- D. The Contractor shall notify the Department by e-mail when records are not being removed and work with the Contributing Entity and/or N-DEX to resolve the issue.

C.4.2.3 Contractor Initial Performance Period

- A. The Department shall identify the initial ten (10) Contributing Entities within fifteen (15) calendar days of this Contract Award.
- B. The Contractor shall:
 - o Identify mappable data from the designated ten (10) Contributing Entities and shall establish a connection with N-DEX within seventy-five (75) calendar days of the date of finalized negotiations with third party vendors documented by a written quote approved in writing by all parties.
 - o Upload the identified mappable data to the Contractor's test environment, accessible to the Department, within one hundred and five (105) calendar days of the date of finalized negotiations with third party vendors documented by a written quote approved in writing by all parties.

- o Upload the data to N-DEx and any other Department-identified data locations within 24 hours of written approval by the Department PM.

C.4.2.4 Contributing Entity Interface Development, Installations, and Configurations

After the initial performance period (after the first ten (10) Contributing Entities are successfully transitioned), the Contractor shall ensure each new Contributing Entity's Interface development, installation, and configuration utilizes a work breakdown structure (WBS) as approved, in writing, in advance by the Department as described in the authorization form found in Exhibit J.10.

C.5 BUSINESS MAINTENANCE REQUIREMENTS

The Contractor shall maintain the TDEx System to ensure TDEx System functionality and operational effectiveness. The maintenance requirements identified below will pertain to preventive and remedial maintenance services and are applicable to the TDEx System hardware, software, and networking components unless specifically identified otherwise. The Contractor shall provide at a minimum the following:

- A. All maintenance and support of the TDEx System hardware and software.
- B. Maintenance of the TDEx System per stated service levels and provision of reports periodically required by the Department.
- C. Support for all software licenses utilized by the Department to include, but not limited to, identifying, verifying, reporting, and resolving problems associated with the software licensed to the Department (by the third parties as well as the Contractor) in order to maintain the TDEx System performance levels equal to the requirements established for the initial TDEx System acceptance tests.
- D. Cold and hot TDEx System backups as required by the Department. The Contractor shall perform backups on all TDEx System records to facilitate data and TDEx System restoration in the event of any failures including, but not limited to, hardware. The data backup schedule will be mutually agreed upon by both the Contractor and the Department and will be oriented around periods when the TDEx System is expected to have the lightest use.
- E. The Contractor-initiated Hardware and Software refresh plan(s) to address end of support or end of life products. The plan(s) will also address hardware, software, application patches and implementation methodology and schedule. The Contractor shall provide copies of all refresh plans to the Department.
- F. TDEx System maintenance schedule that reflects preventive and remedial maintenance to ensure the TDEx System functions in good condition and working order. The maintenance schedule will be mutually agreed upon and set at time periods determined at the discretion of the Department.
- G. Active participation in planning exercises and technical reviews where there could be a potential impact to the TDEx System which will require preventive and remedial maintenance or Enhancement Services.

- H. Assurances that the data and/or images resident are permanently erased, removed, reformatted or deleted from all hardware and components that are removed from the TDEx System.
- I. Preventive and remedial maintenance services that include:
 - 1. Dedicated technical staff, providing Principle Period of Maintenance.
 - 2. Maintenance services after hours may include, but are not limited to, phone calls to Contributing Entity personnel, and remote access into the System hardware to perform diagnostics or repairs.

C.6 TDEX SYSTEM HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT

The Contractor shall provide all preventive maintenance and support for all TDEx Systems located at the Contractor's Headquarters (HQ) and Remote Off-Sites (Contributing Entities) to include, but not be limited to, the following:

C.6.1 Software Maintenance:

The Contractor shall:

- A. Maintain and support all software licenses that provide TDEx System functionality which have not exceeded the established end-of-life for that software.
- B. Provide routine patching and upgrades of all software that directly or indirectly impacts application production availability to maintain compliance with software manufacturer's versioning requirements and the Department's IT Division standards.
- C. Provide periodic software updates that will incorporate (i) corrections of any defects, and (ii) the Contractor-initiated enhancements to the software with prior written approval from the Department's PM or assigned designee.

C.6.2 Preventive Maintenance

Preventive maintenance will be defined as any task routinely performed as a part of the regularly scheduled program of maintenance, designed to keep the TDEx System in proper operating condition, with it being understood that such services include software, hardware, and interface connectivity. The preventive maintenance schedule is to be based on the mutual agreement of the Contractor and the Department for the particular services required for each TDEx System component. This schedule will be oriented around periods when the TDEx System is expected to have the lightest use.

The Contractor shall:

- A. Provide an advance notice reminder to the Department PM or assigned designee at least three (3) business days prior to scheduled preventive maintenance activities for those activities that impact TDEx System operation.
- B. Provide the Department's PM or designee with email or phone notice of unscheduled preventive maintenance activities and receive approval from the Department prior to services being rendered.

- C. Provide installation of patches and upgrades of all operating system software and maintenance of the interface connectivity to keep current with security standards.
- D. Provide reconfiguration, moving, or adjustments of the TDEx System or Interfaces, to a new physical location or IP address. The Contractor shall notify the Department by email of the reconfiguration within twenty four (24) hours of completion.

Cost for preventive maintenance services will be included in the predetermined monthly maintenance cost.

C.6.3 Remedial Maintenance

Remedial maintenance is defined as maintenance performed during TDEx System component failure that is performed by the Contractor on an unscheduled basis.

The Contractor shall:

- A. Provide all necessary maintenance at no cost to the Department to remedy malfunctioning TDEx System hardware or software to regain full operability.
- B. If the Department gives notice to the Contractor of a TDEx System failure, notification will be considered approval to provide remedial maintenance. If the Contractor discovers a TDEx System failure, the Contractor shall notify the Department according to the terms defined in this Contract. The Contractor shall follow Critical Blocker procedures defined in the Section C.7 for instances of remedial maintenance.
- C. Produce a notification banner for users attempting to access the faulty TDEx System. Such notification banner will indicate the TDEx System is down and will show an estimated time of TDEx System availability. The Contractor shall update the banner hourly, providing the current status and estimated time of TDEx System availability.

C.6.4 Future TDEx System Modifications and Enhancements

Enhancement services are defined in Section A of this Contract and include enhancements performed by the Contractor outside the scope of preventive or remedial maintenance. New RMS and JMS development and TDEx System changes are excluded from the Change Order process, but will require prior approval of the Department PM and will be billed according to the pricing schedule as defined in Table 1.

The Contractor shall:

- A. Perform Enhancement services as requested by the Department if the service to be rendered is less than three (3) hours, at no additional cost to the Department. Coordination of the requested Enhancement services will be mutually agreed upon in writing prior to services being rendered.
- B. Complete the work described in the Change Order Request incorporated through the modification issued by the Department. The Contractor shall:
 - 1. Provide Enhancement services that are estimated to exceed three (3) hours utilizing the Labor Pricing Schedule (fixed hourly rate) Section B.2.4.

2. Properly fill out the Change Order Request Form to include the specific areas added or changed by the Department. Areas may include Work Breakdown Structure (WBS), delivery dates, responsibilities and other critical information necessary for the services to be rendered.
 3. Submit the Change Order Request to the Department's Contract Monitor for final coordination and approval. Upon approval and signatures from the Contractor and the Department CM, the Change Order Request will be forwarded to the Contract Administrator for approval and issuance. No services will be rendered until the Contractor has received a fully executed Contract Modification and a Purchase Order Change Notice Change Order Request from the Contract Administrator.
 4. Ensure all services are within scope of this Contract and have been requested at the sole discretion of the Department.
 5. Abide by the terms and conditions under this Contract and will not add any contractual terms and conditions through the Change Order Request process.
- C. Repair defects enumerated in the Change Order Request caused by the following: acts of God, the Department or its designated agent or users' neglect, misuse or abuse of the TDEx System, or use of non-recommended products or services.
- D. Provide maintenance services requested by the Department that may occur outside the Principle Period of Maintenance.
- E. The Contractor shall perform in compliance with all service level standards as identified in this Contract. The Contractor shall provide a service credit to the Department equal to one-hundred dollars (\$100) for failure to meet any service level standards as identified in this Contract. Service credits will apply on a per service level standard basis if the Contractor does not comply with stated requirements and fails to meet a service level standard. See Sections C.7, C.11, and C.12 for Service Level Standards.

C.6.4.1 Application Enhancement

The Contractor shall:

- A. Provide all deliverables on the dates specified in each uniquely identified and approved Change Order or as stated herein.
- B. Provide a testing period for all deliverables of ten (10) business days, with acceptance contingent upon five (5) business days of error free operation.
- C. If test and acceptance is not achieved by the tenth (10th) business day, the testing period will continue until achievement of test requirements and acceptance by the Department. The Contractor will not be paid for any additional work provided to achieve deliverable acceptance beyond the quantity of hours originally agreed to within the signed Change Order. If successful testing and acceptance of the identified deliverable is not achieved, payment will not be provided.
- D. If the deliverable cannot be provided within the scheduled timeframe, the Contractor is required to contact the Department per Section 6.5, Change Management requirements below.

- E. Beyond the test and acceptance period, all deliverables will have up to a ninety (90) calendar day post-launch production quality validation period. The Department's Project team and the Contractor shall monitor application performance for stability and validate that deliverables meet current and projected performance requirements. Post-launch production validation will be considered complete when the Department's Division submits a completed receipt in the Department's e-Procurement system. All payments are contingent upon submission of a complete and correct receipt.
- F. Enhancement services will be documented received by the submission of a Change Order Acceptance Document (Exhibit J.8) signed by the Department and the Contractor.

C.6.5 Change Management for Change Order Request(s)

- A. Any changes to Change Order Request deliverable delivery dates will be reviewed and approved by the associated Division before being placed into effect.
- B. The request for a revised schedule will include the impact on: related and / or dependent tasks, overall project, resolution methodology for correcting deficiencies, and change to specific and overall timeframes.
- C. Changes to deliverable delivery dates will be documented through a Contract Modification and will be provided from applicable Department Contract Monitor to the Contractor's PM and Department PM.
- D. Any administrative or substantive requirement changes to this Contract will be approved by both parties in writing and documented by a Contract Modification. The Department Contract Monitor shall initiate the change process by notifying the other party in writing, email communication is acceptable, and providing a two party concurrence to the Department Contract Administrator.
- E. The Contractor shall deliver all deliverables on the dates identified in the Change Order Request (Table #3 of each Change Order Request). If delays occur, the Contractor shall follow the stated requirements outlined in this Contract. The Contractor shall follow the Department's Change Control Board (CCB) processes outlined in Section C.11.5.

C.6.6 Removal of TDEx Systems Interfaces

If a designated Interface is removed, there will be no payment made for preventive maintenance services from the date the Interface was removed.

C.6.7 Services Not Covered By Maintenance

- A. Electrical work external to the TDEx System;
- B. Furnishing expendable supplies or accessories such as toner cartridges, magnetic or digital tape, compact disks, paper, etc.;
- C. Painting or refurbishing the TDEx System; or
- D. Repair of facilities or hardware other than the TDEx System.

C.7 SERVICE LEVELS AND REQUIREMENTS

The Contractor shall notify the Department when any data type at a Contributing Entity goes offline. The Contractor shall contact the Contributing Entity to attempt to troubleshoot the problem locally. If attempts are unsuccessful, the Contractor shall escalate the issue and notify the Department immediately.

C.7.1 Outage Response Service Levels

The Contractor shall:

A. Assign a severity level to each issue requiring maintenance to the TDEX System, and notify the Department of the severity level assigned. The Department reserves the right to adjust the assigned severity level for each incident.

B. Provide the Contractor HQ Site Mean Time to Resolution (MTR):

1. The Contractor shall report all issues encountered to the Department's PM by email within fifteen (15) minutes of identification. The Contractor shall provide notification to the Department's PM of the status of incident issues with a response time of no more than two (2) hours after each incident is reported.
2. Upon written notification of an issue, the Contractor shall provide the following MTR's for defect resolution:
 - a. Critical/blocker – TDEX System is down and non-usable (Severity 1) fix and deliver in twenty four (24) hours or less.
 - b. High – TDEX System is functional but suffering significant operational impact (Severity 2), fix and deliver in seventy two (72) hours or less.
 - c. Medium – TDEX System is functional, some impact to operations (Severity 3), fix and deliver in ten (10) calendar days or less.
 - d. Low - minor issue, no impact to operations (Severity 4), fix and deliver based on prioritization of current workload.
3. The Contractor shall provide a written request to extend MTR fix and deliver timeframes with justifications and clear explanations. The Contractor shall obtain written approval from the Department's PM or designee to proceed beyond the fix and deliver specified hours or days.

C. Provide Remote Offsite Mean Time to Resolution (MTR):

1. The Contractor shall report all Critical/Blocker or High issues encountered to the Department's PM by email within fifteen (15) minutes of identification and verification by Contractor. The Contractor shall report to the Department a status update and expected repair time for each issue reported on a schedule to be agreed upon by the Department.
2. Upon verbal or written notification, the Contractor shall provide the following MTR's for defect resolution:
 - a. Critical/blocker – Appriss-maintained data interface is down and non-usable (Severity 1) fix and deliver according to timeframes

agreed upon by the Department and Contractor. Timeframes for resolution will be determined on a case by case basis and will take into account all contributing factors associated with an inoperable interface to determine which, if any, contributing factors were not within the control of the Department and Contractor. Timeframes for resolution will be determined in conjunction with the Department and any Contributing Entity or third party vendor as may be necessary to repair the interface.

- b. High - Interface is functional but suffering significant operational impact due to the fact that one or more data feeds within the Interface have not delivered data (Severity 2) within a threshold to be agreed upon by the Contractor and the Department. Fix and deliver according to timeframes agreed upon by the Department and Contractor. Timeframes for resolution will be determined on a case by case basis and will take into account all contributing factors associated with an interface that has one or more impacted data feeds to determine which, if any contributing factors were not within the control of the Department and the Contractor. Timeframes for resolution will be determined in conjunction with the Department and any Contributing Entity or third party vendor as may be necessary to repair the interface.

3. The Contractor shall provide a written report of expected MTRs by interface/contributing entity containing a history of work performed to date and expected delivery timeframes at a frequency to be agreed upon by the Department.

C.8 BACKUP AND DISASTER RECOVERY

The Contractor shall perform routine incremental TDEx System backups to provide the ability to timely restore the TDEx System to operational status in the event of a disaster. The Contractor shall submit a Disaster Recovery Plan (DRP) to the Department within ninety (90) calendar days of this Contract award. Such DRP will include, but not be limited to, the following:

- A. Backup copies of all Department data delivered daily to off-site, secured storage area for use in the event of a disaster;
- B. Identified location of the secured storage area;
- C. The ability, in the event of a disaster that incapacitates the Contractor's data center operations, to completely recreate services, with the Department backed up data, within forty-eight (48) hours at a remote facility;
- D. No more than twenty-four (24) hours of data are at risk; and
- E. Allow for the complete recovery of data up to the point of failure.

The Contractor shall perform annual tests of its disaster recovery service capability. The Contractor shall provide the Department with the results of such tests within thirty (30) calendar days of test completion.

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C.10 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 solution.

C.10.1 Environment Standards

The COTS Software will be hosted within the Contractor's computing infrastructure. The Contractor has provided to the Department a complete hardware and software inventory including any servers required, an architectural diagram, security diagram, network diagram, network usage assessment, and communications port diagram of the complete overall TDEx System and narrative describing requested diagrams and any API and Web service components, and the workstation configuration if any. The Contractor has itemized, within this documentation, all assumed capabilities and minimum hardware and software requirements of any Department IT related systems required to access or support the Contractor's product or TDEx System. The Contractor shall comply with its 508 compliance VPAT documentation, submitted to the Department, for all components of the proposed TDEx System as stated in Texas Administrative Code, Chapter 213. (1 TAC §213.18)

A. Contractor Hosted COTS Software:

1. Any applicable server hardware will identify:
 - a. The processor requirements;
 - b. The memory requirements;
 - c. Operating system details and dependencies; and
 - d. Data storage requirements.
2. All workstation recommendations will identify:
 - a. The processor requirements;
 - b. Display requirements;
 - c. The memory requirements;
 - d. Operating system details and dependencies;
 - e. Data storage requirements; and
 - f. Any support applications required such as Internet Explorer, Adobe PDF Reader etc.
3. Peripherals required:
 - a. Printers;
 - b. Scanners; and
 - c. Fax.

B. The Contractor's TDEx System shall support the following:

1. Department issued desktop or laptop PCs
 - a. Windows 7
 - b. Internet Explorer 8 or greater
 - c. Firefox 27 or greater
2. Department issued Mobile Devices
 - a. IOS version 7 or greater

- b. iPhone 4s or greater
 - c. iPad 3 or greater
- 3. Publicly owned desktop or laptops PCs
 - a. Windows 7 or greater
 - b. Mac OS X 10.6.8 or greater
 - c. Internet Explorer 8 or greater
 - d. Safari 10.6.4 or greater
 - e. Firefox 27 or greater
- 4. Publicly owned mobile devices, phones and tablets
 - a. Using IOS 7 or greater
 - b. Using Android 4.1 or greater

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C.10.2 Communication Standards

The COTS Software will support integration with other Department systems utilizing standard web services or provide API tools that can be incorporated into the Department's applications or secure file transfer protocol with data encryption.

C.10.3 Network Topography

- A. The Department utilizes a combination of public and private TCP/IP network resources. All internal communications between client resources, other systems, and system services will be through this network.
- B. The Contractor shall provide adequate network capacity for Department Users and External Users.
- C. The Contractor's TDEx System shall use standard TCP/IP network access ports. The TDEx System shall be accessible on Port 80 for standard Web Browser access and Port 443 for Secure Web Browser support.

C.10.4 Workstation Installed Software

If the software solution is client based and needs to be installed on each computer, the Contractor shall provide the client software in an MSI format so that the install can be packaged to operate as a silent install for Windows based systems. OS X applications will support Apple Application installation package standards. Any software required for mobile devices will be available from the appropriate App store based on the device operating system. Mobile device software will also be compatible with Mobile Device Management software distribution tools.

C.11 MAINTENANCE AND SUPPORT

C.11.1 Contractor Hosted COTS Software Services

The Contractor shall provide COTS Software that includes and may not be limited to all hardware and software maintenance and support, upgrades to equipment to meet and

maintain performance service levels, backup hardware and Internet connections in accordance within Section I.17.2, Cloud Security.

C.11.2 Department Hosted COTS Software

The Contractor shall provide a software maintenance solution to include, but not limited to, the following:

- A. Support for the COTS Software to include software changes that the Contractor develops for the Department under this Contract that will be managed through this Contract.
- B. Preventative scheduled and unscheduled system diagnosis and correction of faults as well as modification of the software to maintain the service level performance of the COTS Software.
- C. Web-based support portal for the Department to report minor problems will be available twenty-four (24) hours per day, seven (7) days per week, and three-hundred-sixty-five (365) days a year with a searchable knowledge base for known issues. Response to reported problems will be managed as defined in this Contract.
- D. Maintenance services to resolve usability problems to include, but not limited to, bugs, security issues, and installation of software updates and major software releases.
- E. New software versions or releases at no additional cost to the Department occurring in the normal maintenance yearly support as offered in Section B.2, Pricing Schedules.

C.11.3 Software Updates

The Contractor shall provide periodic TDEx System software updates that will incorporate corrections of any defects, and enhancements to the TDEx System's software.

- A. COTS Software updates released by the Contractor will be installed by the Contractor during periods during the maintenance window mutually agreed upon by the Department and the Contractor as defined in this Contract.
- B. Updates to Documentation or manuals resulting from TDEx System software updates will be provided or made available on demand to the Department.

C.11.4 Hardware

- A. The Contractor shall provide maintenance services for hardware equipment owned by the Contractor installed to support a Contractor's Hosted COTS Software.
- B. The Contractor shall provide notice to the Department a minimum of three (3) business days prior to scheduled maintenance including length of anticipated downtime plus the description or purpose of scheduled maintenance. The Contractor shall provide notice to the Department and its employees prior to unscheduled maintenance where possible including length of anticipated downtime plus the description or purpose of unscheduled maintenance.

1. Preventive Maintenance

The Contractor shall provide preventive maintenance services in order to maintain the TDEx System in good condition and working order on a mutually agreeable scheduled basis. The preventive maintenance schedule is to be based on the Contractor's and the Departments' mutual agreement of the particular service required for each TDEx System component, it being understood that this schedule will be oriented to avoid periods when the TDEx System is expected to have the heaviest use.

During the term of this Contract, the Department may, by providing five (5) calendar days prior written notice, select any alternative period of maintenance coverage whether or not such alternative represents an increase or decrease in service.

2. Remedial Maintenance

The Contractor shall provide remedial maintenance to the TDEx System on a twenty-four (24) hour per day, seven (7) day per week basis, with a response time of no more than two (2) hours for each incident.

C.11.5 Change Control Participation

Changes to the TDEx System are subject to the Department's Change Control Board (CCB) process. This requirement is mandatory for the Contractor hosted packages. The Department shall initiate and manage the change control process. The purpose of the Department's IT Change Management (CM) is to ensure that Change Requests (CRs) to the Department's IT systems are properly reviewed, authorized, implemented and tracked with minimum disruption to service levels. The purpose of our change management policy is to ensure accountability, communication, transparency and visibility between IT and the Business. The Contractor shall submit a change request to the CCB detailing what is changing and where it is changing, along with test plans, test results, and communication processes for before and after a change. There are two types of change requests:

A. Standard CR

Standard CRs follow the 'normal' change request process. This means these changes will be approved by the CCB prior to being released to a production environment.

B. Emergency CR

Emergency CRs will follow an abbreviated version of the CCB process. The following are considered emergency CRs:

1. Production system down;
2. Multiple users/sites affected;
3. Misprocessing data; and
4. Security risk.

C.11.6 Service Outage Escalation and Communication

The Contractor shall comply with its detailed communication plan that specifies how the Contractor shall be contacted in the event of a TDEx System outage. If the solution is

hosted by the Contractor, the Contractor shall provide its notification and escalation process as part of the communication plan.

C.12 IT SERVICE LEVEL STANDARDS

The purpose of these Service Level Standards is to ensure that the proper elements are in place to provide the Department employees with the optimal level of TDEx System performance. The Service Level Standards define the terms, conditions, requirements, responsibilities, and obligations of the Department, employees, and the Contractor.

C.12.1 TDEx System Production Control

The Contractor shall schedule production management such as batch processing, job scheduling, automated import/exports, etc. at a minimum of once every twenty-four (24) hours, seven (7) days per week and three hundred sixty-five (365) days per year. The production control schedule will be mutually agreed upon by both the Contractor and the Department and will be oriented around periods when the TDEx System is expected to have the lightest use.

C.12.2 TDEx System Support

The Contractor shall support all software licensed to the Department for use during the term of this Contract. The Contractor shall provide toll-free telephone, or e-mail accessibility to the Department for the TDEx System, during the Principle Period of Maintenance, excluding State or federal holidays. A list of the Department's holiday schedule is available upon request. These days and times may change at the discretion of the Department. The Contractor shall provide the capability for the Department and employees to leave a message for occasions outside of that time period.

A. TDEx system support for the Department and its employees includes responsibilities such as:

1. Department or new employee training;
2. TDEx System configuration;
3. Record contribution methodologies or practices;
4. TDEx System navigation;
5. Data query or export procedures;
6. Search criteria, best practices, parameters, etc.;
7. Troubleshooting for TDEx System hardware, TDEx System software, network, etc.;
8. Record Content;
9. Record Quality;
10. Record interpretation;
11. Employee administration (Including new accounts, password creation or resets);

C.13 TDEx SYSTEM PERFORMANCE

C.13.1 Basic Requirements

In addition to the office hours uptime requirements, as defined in Section C.13.2, Rate of Calculation, the Contractor shall maintain optimal TDEx System performance twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year

at a rate of 98% (hereafter referred to as the "Rate") as calculated by Rate Calculation below. Inability to meet or exceed the Rate in any twelve (12) month period may at the Department's sole discretion result in the following actions:

1. First Remedy: Verbal warning.
2. Second Remedy: Written warning added to the Contract File Folder as stated in accordance with Section H.3, Further Opportunity to Cure, of this Contract.
3. Continuing Remedy: The Department may consider exercising this Contract's remedies, which may include termination as stated in accordance with Section H.4, Termination, of this Contract.

C.13.2 Rate of Calculation

Optimal TDEx System Performance is achieved when ALL data feeds for a Contributing Entity are operational and sending data at the Scheduled Upload Time for that Contributing Entity.

Scheduled Upload Time will be unique to each Contributing Entity, and is to be based on Contractor and Department PM mutual written understanding of the particular schedule required for each Contributing Entity.

The Contractor shall measure the RATE CALCULATION for maintenance payments based upon a percentage of scheduled data uploads. If a Contributing Entity's data upload is not at the Optimal TDEx System Performance level of five percent (5%) of the Contributing Entity's scheduled uploads, then five percent (5%) of the maintenance fee will be deducted for that Contributing Entity. If ten percent (10%) is not Optimal, then ten percent (10%) will be deducted, and so forth. Inclusion or exclusion of data uploads resulting from causes beyond the control of the Department and/or Contractor will be made on a case by case basis by the Department.

The Contractor shall show that diligent efforts are being made to bring the Contributing Entity back on. The Contractor shall exhaust all efforts to ensure that Contributing Entities being implemented will not undergo any TDEx System changes or go offline within the first year of implementation. If in its review, the Department determines that the Contractor is the sole cause for an inoperable interface or that the Contractor is not demonstrating diligent efforts to bring an interface back online, the Contractor shall provide a refund to the Department equivalent to 8.3% per month of the total monies paid for the Contributing Entity implementation for any Contributing Entity that does not provide data for a full calendar year from the date of implementation.

All agencies targeted as a Contributing Entity will be discussed, vetted, and cleared with the Department's PM prior to any discussion with the entity. In those discussions, the Department and Contractor will attempt to ascertain, as best as possible, whether or not the Contributing Entity is planning to make any changes that may impact the TDEx data interfaces. Inclusion or exclusion of data uploads resulting from causes beyond the control of the Department and/or Contractor will be made on a case by case basis by the Department.

C.13.3 Response Time

The Contractor shall maintain a real-time or near-real-time Response Time for Index Searches not to exceed a maximum of twelve (12) seconds per Index Search. Response

time will be reported as the average of the total Response Time for the total quantity of Index Searches submitted by the Department's employees. Time period used in calculating the Rate will be used to calculate the Response Time average.

Example for the month of January:
Total Index Searches = 510
Total Response Time = 6,108 seconds
 $6,108 \div 510 = 11.98$ seconds

The Contractor shall provide adequate TDEx System resources and network capacity that will ensure a minimum two (2) second TDEx System response time for all Department Users and Contributing Entities through the Contractor's internet connection point. The Contractor shall provide monitoring tools and reports the Department can access to verify this capacity and throughput.

C.13.4 Reports

The Contractor shall report both TDEx System performance Rate and average Response Time of the TDEx System monthly by the Monday following the last business day of each month to the Department for the previous month. Reports may be made available through the TDEx System or distributed to the Department's Contract Monitor.

C.13.5 Data Backups

The Contractor shall perform backups on all TDEx System records once every twenty-four (24) hours, seven (7) days per week, and three hundred sixty-five (365) days per year to facilitate data and TDEx System restoration in the event of any failures, including but not limited to, hardware. The data backup schedule will be mutually agreed upon by both the Contractor and the Department and will be oriented around periods when the TDEx System is expected to have the lightest use.

C.13.6 Contact Persons

The Contractor's point of contact for maintenance and service levels will be the IT System Support Specialist. The Department's primary point of contact will be the Department's Contract Administrator in accordance with this Contract in the Contract Administrator section.

C.13.7 Recovery Points

- A. System crashes will be resolved within twenty-four (24) hours of initial notification. Catastrophic disasters where the physical infrastructure is lost will be restored within five (5) business days.
- B. Data and system backups will be scheduled so that no more than twenty-four (24) hours of data are at risk.

C.13.8 Hardware and Software Refresh

The Contractor shall comply with its hardware and software refresh plans to address end of support or end of life products. The plans will also address TDEx System and application

patches and implementation methodology and schedule. Refresh of hardware and software will be at the sole discretion of the Department.

C.13.9 ADA Compliance

The Contractor represents and warrants that it shall comply with the requirements of the Americans with Disabilities Act (ADA) to include the State web accessibility standards outlined in Texas Administrative Code Chapter 206, which is in alignment with federal regulations outlined in Section 508 of the Rehabilitation Act of 1973, as amended in 1998.

C.14 TRAINING

A. The Contractor shall follow the detailed training plan for the Department's users to acquire the necessary skills and proficiencies related to the TDEx System. All training programs will be conducted at Department Headquarters, located in Austin, Texas. Training will be interactive with an emphasis on all appropriate development skills, and users shall have the ability to ask questions of the trainer during the sessions. The schedule of training sessions will be coordinated with the Department Project Manager. The requirements of the training programs are as follows:

1. Train the Trainer:

- a. This training will be offered to selected Department users to acquire the necessary information, skills, and proficiencies of the Software Solution to allow those users to train other typical Department users how to use the Software Solution to its fullest potential.
- b. The training will include advanced user techniques, basic technical troubleshooting skills, and server side support.
- c. It is estimated that the Department will receive no less than eight (8) training sessions as required and scheduled by the Department during this Contract.

B. The Contractor's training programs will allow the Department and the Contractor to jointly alter the proportion of train the trainer so as to maximize the overall effectiveness of the training for the Department. All training sessions, including any web-based sessions, will be live and/or interactive.

C. The Contractor shall scale, detail, and tie training to match the Software Solution.

D. The Contractor shall submit to the Department Project Manager copies of the curricula and associated User Guides for trainees for acceptance by the Department no less than fifteen (15) business days prior to the first training program for each type of training.

C.15 TESTING REQUIREMENTS, IMPLEMENTATION AND ACCEPTANCE

The Contractor shall submit a test case to the Contractor's test environment prior to the Department authorizing any implementation activities at any Contributing Entity. Once testing is complete, a Final Acceptance Document (Exhibit J.6) will be executed by both Parties. All testing activity for the TDEx System and for each individual Contributing Entity Interface will include, but is not limited to, the following:

C.15.1 Implementation and Acceptance

The Department shall work closely with the Contractor to insure each deliverable is complete. Completion of any one milestone in this Contract does not constitute full completion and acceptance of the TDEx System's requirements.

C.15.2 Unit Testing

- A. The Contractor shall provide a listing of test cases based on these Contract requirements, the Project Plan and in direct coordination with the Department's Project Manager.
- 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 TDEx 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 the development environment.

C.15.3 TDEx System Testing

- A. The Contractor shall provide to the Department for review and approval by the Department QA testing staff, documented test cases that will be performed during the Contractor's TDEx System testing to validate the successful migration and installation of the software package before any TDEx System testing begins.
- B. The Contractor shall be responsible for performing TDEx System testing in the Contractor's QA Environment and provide test results to the Department.
- C. The Contractor shall log all defects found during the TDEx System testing in the agreed upon defect tracking application.
- D. The Contractor shall investigate any defects found during the TDEx 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 this Contract.
- F. The Contractor shall demonstrate all components of the Application Software are performing as defined in the TDEx System Test cases and Business Requirements, including interfaces with other systems (Baseline Interfaces), in the specified TDEx System Hardware, Operating Software and Network Environment (System Environment).

C.15.4 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's performance and load testing to validate the successful performance of the software package.
- B. The Contractor shall capture the average data throughput for solution 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 its TDEx 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 TDEx 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.15.5 TDEx System Integration Testing:

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

- A. The Contractor shall provide assistance during the TDEx System Integration Testing process by providing technical and QA resources that will answer questions and provide clarifications and/or fixes to any issues encountered during the TDEx 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. TDEx 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's requirements as well as the Contractor's TDEx System Design Specification.
- B. The Contractor will provide a User Acceptance Testing environment upon successful completion of TDEx System Integration Testing.
- C. The Department will log all defects found during the TDEx System Integration Testing in the agreed upon defect tracking application.
- D. The Contractor will investigate any defects and participate in Defect Triage meetings with the Department to determine defect outcome and resolution.
- E. The Contractor will provide a documented response to the documented defect in the agreed upon defect tracking application.
- F. The Contractor will provide defect fixes in the timeframe as defined in the Section C.7.

- G. The Contractor will provide Release Notes containing 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 software package as defined in the functional specification.
- I. Based on the successful outcome of Integration Testing, the Department shall advance to the next step of User Acceptance Testing. Successful Integration Testing will be defined in the test case documentation created by the Department.
- J. Integration testing will not be considered successful if outstanding Severity one (1) or Severity two (2) defects pending resolution remain.

C.15.6 User Acceptance Testing (UAT)

- A. Following successful completion of the TDEx System Integration Testing, or TDEx System Test for Contractor Hosted TDEx Systems, the Department shall coordinate and execute UAT in the Contractor's UAT environment.
- B. UAT will be performed by the Department end users based on UAT test cases created by the Department.
- C. The Department shall notify the Contractor of any defects found during User Acceptance Testing of the Software Solution.
- 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 Section C.7.
- F. If the number of defect failures prevents all systems from operating as described above, the Department may reject the entire final software package.
- G. If all criteria is not met as defined in the Department's Quality Assurance Entry and Exit Criteria document (Exhibit J.9), or the Contractor's solution does not meet the defined business requirements, the Department may reject the final software solution.

C.15.7 Final Acceptance:

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

C.15.8 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 TDEx 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 TDEx System will be sufficient cause for rejection of the TDEx System. Failure to satisfy the requirements of any test is considered a defect and the TDEx System will be subject to rejection by the Department. Any rejected software package may be offered again for retest provided all noncompliance has been corrected.
- B. Resolution of System Integration Test Failure. If the software package fails the TDEx System Integration Test, the Contractor shall correct the fault and then the Department shall repeat the TDEx Systems Integration Test until successfully completed.
- C. Resolution of Final Acceptance Test Failure. If a defect within the TDEx System is detected during the Final Acceptance Test, the Department shall document the failure. The Contractor shall be required to 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.15.9 Retest

The Contractor and the Department shall mutually agree to re-test per Section C.18, Testing Requirements, Implementation, and Acceptance, as determined by the environment where the issue is to be addressed. If the TDEx System downtime exceeds seventy-two (72) hours or the TDEx 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.16 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 will revert to the Department. This will include 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. TDEx System records will 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 transition, the Department shall furnish copies to the Contractor at the Contractor's expense.
- D. Records will be maintained in accordance with the Department's Records Retention Schedule as detailed in Section E.2, Inspection by State Employees.

C.17 REPORTS REQUIRED FROM CONTRACTOR

The Contractor shall maintain and submit the following reports to the Department PM:

A. Daily Reports/files:

1. Roster of contributing entities, past and present, indicating each data type submitted and date of last submission
2. Total number of records which failed submission to N-DEX
3. Total number of records which successfully uploaded to N-DEX

B. Weekly Report/files:

1. Names of the Contractor's employees who no longer work on this Contract and whose access to TDEX data has been removed
2. Names of the Contractor's employees newly hired to work on this Contract and given access to TDEX data
3. Incident Reports of all issues encountered, resolution time and solution

C. Monthly Reports/files:

1. Compilation of all daily reports
2. New Contributing Entities targeted for development. Reports will include: Contributing Entity size (population served), data types to be shared, average number of records available (i.e. 100 arrests, 200 incidents, etc.), and cost of third party fees
3. Contributing Entities targeted for redevelopment due to TDEX System changes
4. Status of all incidents reported within the prior month

D. Change Order Reporting:

1. The Contractor shall provide the Department PM with a weekly written progress report for each in-process Change Order. Reports will be submitted by 5:00 pm CT the following Monday of each week throughout the life of an active Change Order. Email submission of the progress report is acceptable.
2. Progress reports will cover all work performed and completed during the previous week for which the progress report is provided.
3. Progress reports will identify any problems encountered, outstanding issues with an explanation of the cause, and explanation as to how the problem will be resolved.

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 th 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	For Change Orders, prior to the next testing phase or request for payment	Test and Acceptance Documented Results	Contract, Section C.6.4.1.C
Other	For Contributing Entities development and installation of Interfaces	Test and Acceptance Documentation Results	Contract Section C.15
Annual	Prior to Execution of Contract and again Within one-hundred twenty (120) calendar days after the end of Contractor's fiscal year	Financial Disclosure Reports	Contract, Section G.3.8.A
Other	Prior to execution of Contract and when requested by the Department	CJIS Security Addendum and Certification	Contract, Section I.20
Other	Application Reports	As Stated	Contract, Section C.

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 will 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 needed to complete such audits and to assess the quality of the Contractor's performance.
- C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by 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 consist of a Base Period from Date of Award through August 31, 2016 with three (3) two (2) year Option Period Renewals; (September 1, 2016 through August 31, 2018; September 1, 2018 through August 31, 2020; and September 1, 2020 through August 31, 2022).

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, its 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 the 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 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 Ray D. Miller, CTPM.
- B. The telephone number for the Contract Administrator is (512) 424-2205.
- C. The e-mail address is ray.miller@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 Meg Kee.
- B. The telephone number for the Contract Monitor is (512) 424-2427.

C. The e-mail address is meg.kee@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 JC Villanueva

B. The telephone number for the Project Manager is (512) 424-7167

C. The e-mail address is jc.villanueva@dps.texas.gov

The Department Project Manager for this Contract 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 Department Chief Information Security Officer (CISO)

A. The CISO for this Contract is Aaron Blackstone

B. The telephone number for the CISO is (512) 424-5108

C. The e-mail address is aaron.blackstone@dps.texas.gov

G.1.6 Contractor Project Manager

A. The Contractor Project Manager for this Contract is Alex Marshall

B. The telephone number for the Contractor Project Manager is (502) 815-5636

C. The e-mail address is amarshall@appriss.com

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 and crs.billing@dps.texas.gov. An original, hard-copy invoice, if required by the Contractor, will 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, the Contractor shall submit a completed authorization form.
- B. Regardless as to whether Direct Deposit is chosen, the Contractor shall submit a completed Contractor Direct Deposit/Advance Payment Notification Authorization (Exhibit J.4) and Substitute W-9 Form (Exhibit J.5) to the following address:

**TXDPS - Accounts Payable
P.O. Box 4087
Austin, Texas 78773
Attention: Mary Hamilton
Reference: Vendor Set-up for RFO 405-15-R000691**

Notes: Contact Ray D. Miller when completed (512-424-2205 or ray.miller@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 the Contractor by the Texas Comptroller of Public Accounts.

TINS: 32006662525

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: The Contractor shall perform any and all services and provide any and all equipment, supplies and materials necessary to begin implementation of the Initial Performance Period as described in Section C.4.2.3 at no cost to the Department.
- C. 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.6) signed by the Department's Project Manager specifically stating that the Department accepts the work and the Contractor is authorized to submit an invoice for each Contributing Entity. The Contractor shall also submit with its invoice, the written Authorization to Proceed (Exhibit J.10) for each Contributing Entity. Failure to include the required documentation will result in rejection of the Contractor's invoice.
- D. Standard Maintenance and Support: The Contractor shall bill the Department for each calendar month, one (1) calendar month in arrears for the amount due for the monthly service accepted in writing by the Contract Monitor. Each invoice is subject to the Department's usual auditing and accounting procedures. The Contractor's compensation may be subject to proration or reimbursement for unforeseen situations at the discretion of the Department.
- E. Enhancements: The Contractor shall invoice the Department upon final acceptance of each completed Enhancement Change Order (Exhibit J.2). Copies of hardware and equipment invoices, related to any such Change Orders, will be submitted as documentation of costs. The executed Change Order Acceptance Document (Exhibit J.8) will also be submitted with the itemized invoice. Failure to include such required documentation will result in rejection of the Contractor's invoice.
- F. 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.

- G. 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.
- H. Future Change Orders for Enhancement Services and Support: The Contractor shall invoice the Department upon final acceptance of each completed COP. Copies of hardware and equipment invoices, related to any such COP, will be submitted as documentation of costs. The executed Change Order Acceptance Document will also be submitted with the itemized invoice. Failure to include such required documentation will result in rejection of the Contractor's invoice.

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 C.17, Reports Required from Contractor and 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 Disclosure Reports

- A. The Contractor shall submit to the Contract Administrator financial reports and 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 Departments 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 the 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.

- C. 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 the 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 Vendor 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 Vendors 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 will 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 services 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:
 - i. The dispute resolution process provided for in Texas Government Code, Chapter 2260, will be used, as further described herein, by the Contractor to attempt to resolve all disputes or contract claims arising under this Contract.

- ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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).
 - vii. 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.
 - viii. 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 1, 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 CONTRACTOR WITH THE OFFICE OF 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

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:

- A. 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.
- B. 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.
- C. 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.

- D. The 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 the 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.
- D. The Department may exercise the option by written notice to the Contractor within the period specified in Section H.15.

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

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 this Contract; and

2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to this 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 the Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, this 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 this 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 shall have a separate Production, Quality Assurance (QA) and User Acceptance (UAT) testing environment. Updates will be tested and approved by the Department prior to deployment to Production. Reference Exhibit J.9, 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 DEPARTMENTS 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.1.6 and the Department's Contract Administrator as specified in Section G.1.2 and will be deemed received:

- A. When delivered in hand and a receipt granted;
- B. Three (3) business days after it is deposited in the United States mail by certified mail, return receipt requested; or
- C. 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 for the provision of the same or substantially similar set of services as described in this Contract. If at any time during the term of this Contract, the Contractor shall contract with any other person or entity, for the same or substantially similar services, 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.

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 SECTION INTENTIONALLY LEFT BLANK

H.44 UNACCEPTABLE CONTRACTOR TERMS

No Department action, including, but not limited to, issuance of this 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.

The Contractor's 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. The 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. The 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, will be with personnel of equal or greater ability and qualifications. The Department shall 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 Departments 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 of the Contractor's 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," "also known as," or "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:
 - i. The completed Department Contractor Background Information form (HR-22) for all proposed personnel; and
 - ii. 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 STANDARDS

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. 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 SECTION 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 SECTION 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

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 that 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 the 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.
- \$1,000,000 each occurrence
 - \$2,000,000 General Aggregate limit
 - \$2,000,000 Products and Completed Products
 - \$1,000,000 Personal/Advertising injury
 - \$50,000 Damage to Premises
 - \$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:
- \$1,000,000 per occurrence,
 - \$2,000,000 annual aggregate.

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.

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 the Contractor under or as a result of this Contract. This insurance will 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 shall 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 2261 and administrative rules, if applicable. The Contractor shall also comply with the attached HUB Subcontracting Plan.
- B. The Contractor shall comply with its HUB Subcontracting Plan (HSP). 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 this Contract or misses the deadline for each deliverable or Change Order Request, with such deadlines designated in this Contract or the deployment of Change Order Requests 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 (including any requests of the Contributing Entities and any third party vendors of the Department or the Contributing Entities); delays as the result of activity that is the responsibility of the Department's Project Team; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the Department, the Contributing Entities or any third party vendors of the Department and the Contributing Entities; and any delays caused by a Force Majeure Event as set forth in the Contract. In each case the Contractor must timely file 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

The Contractor shall provide a system with requisite firewalls, partitioning, and other features as to reasonably protect against 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 by the Contractor 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 shall 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

- A. 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.
- B. The Department acknowledges that the Contractor may utilize pre-existing Contractor Intellectual Property of third party intellectual property in the performance of the services. Any pre-existing Contractor Intellectual Property or third party intellectual property used in the performance of the Services are licensed to the Department on a non-exclusive basis.

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: The Contractor shall establish and administer user accounts in accordance with role-based scheme and shall track and monitor role assignment.
- B. Account Management: The Contractor shall automatically audit account creations, modifications, disabling and termination actions with notification to the Department's personnel.
- C. The Contractor shall prevent multiple concurrent active sessions for one user identification.
- D. The Contractor shall enforce a limit of no more than three (3) consecutive invalid access attempts by a user.
- E. The Contractor shall automatically lock the account/node for a fifteen ten (15) minute time period unless released by the Department's Administrator.
- F. The Contractor shall prevent further access to the system by initiating a session lock after a maximum of thirty (30) minutes of inactivity, and the session lock will remain in effect until the user reestablishes access using appropriate identification and authentication procedures.
- G. The Contractor shall ensure all users are uniquely identified.
- H. The Contractor shall force users to follow the secure password attributes, below, to authenticate a user's unique ID. The secure password attributes will:
 - 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 number, two symbols, two upper and two lower case characters.

I.13 SYSTEM SECURITY

- A. The Contractor shall provide audit logs that enable tracking of activities taking place on the system.

- B. The Contractor shall provide audit logs that track successful and unsuccessful system log-on attempts.
- C. The Contractor shall provide audit logs that track successful and unsuccessful attempts to access, create, write, delete or change permission on a user account, file, directory or other system resource.
- D. The Contractor shall provide audit logs that track successful and unsuccessful attempts to change account passwords.
- E. The Contractor shall provide audit logs that track successful and unsuccessful actions by privileged accounts.
- F. The Contractor shall provide audit logs that track successful and unsuccessful attempts for users to access, modify, or destroy the audit log.
- G. The Contractor shall 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. The Contractor shall provide real-time alerts to appropriate Department officials in the event of an audit processing failure. Alert recipients and delivery methods will be configurable and manageable by the Department's System Administrators.
- I. The Contractor shall undergo vulnerability scan/penetration testing conducted by the Department or the Texas Department of Information Resources, with Appriss permission 48 hours prior to scanning activity. The Contractor shall remediate legitimate vulnerabilities and system/application will not be accepted until all vulnerability issues are resolved at no cost to the Department.
- J. The Contractor shall provide notifications that will display an approved system use notification message or banner before granting access to the system. The notification will state:
 - 1) Users are accessing a Department system;
 - 2) System usage will 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 will 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 will 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
- 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. The Contractor, subcontractor, and its staff shall obtain and provide proof of PII certifications for its employees accessing the Department's data at the request of the Department.
- D. The Contractor shall comply with relevant federal and state statutes and rules, and the Department's policies, and standards, including but not limited to CJIS requirements.
- E. The Contractor will not export data 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 shall 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 will protect the confidentiality of the Department's information. All data transmitted outside or stored outside the secure network will be encrypted. When cryptography (encryption) is employed within information systems, the system will perform all cryptographic operations using Federal Information Processing Standard (FIPS) PUB140-2 validated cryptographic modules with approved modes of operation. The system will 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 will 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 that the Contractor shall provide:
 - 1) Personal Firewall: WLAN-enabled PED will 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 will 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 will 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 will be a minimum of 128 bit.
 - 4) Data-at-Rest: Data at rest encryption will 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 will 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 will be provided for data-at-rest on all WLAN enabled PEDs that is validated as meeting FIPS 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. The Contractor shall provide MDM which will 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 receive alerts and other notifications from managed mobile devices;
 - 11) The ability to generate audit record reports from mobile device audit records; and
 - 12) 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.) will 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 will 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 will 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 will 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 comply with the originally signed CJIS Security Addendum downloadable from <http://www.txdps.state.tx.us/securityreview>. Additionally, a CJIS Security Addendum Certification will be signed by each employee performing duties related to this project prior to final Contract award and, if necessary, as such employees are replaced. Each original Certification will 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 and the Department may elect to enter into negotiations with the next highest evaluated Respondent.

I.21 CRIMINAL HISTORY BACKGROUND CHECKS

- D. 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 Vendor Background Information form (HR-22), which will be provided by the Department.
- B. If the Department requires a fingerprint-based Criminal History Background Investigation, the Contractor will not allow personnel to work on the project who have not successfully completed the Department's 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 Department's 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 Department's Project Manager within 10 calendar days of executing this Contract:
 - 1) the completed Vendor Background Information form (HR-22) for all proposed personnel; and
 - 2) acceptable fingerprints for all proposed personnel.
- D. Throughout the term of this Contract, 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. The 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 the 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, vendor, and other state agency data held by the Department.
- C. As used herein, the terms "Sensitive" and "Confidential" information will have the meanings set forth in the Department's Information Protection Policies, Standards & Guidelines.
- D. All waiver requests will 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 will be sanitized by clearing, purging or destroying in accordance with NIST Special Publication 800-88 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) calendar days from this Contract's 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 will 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 proposal, 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 will impede a criminal investigation. Notification to the affected people will be made as soon as the Department determines that it will 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 will 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 will 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 will 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").

SECTION J - LIST OF EXHIBITS

EXHIBIT NO.	TITLE	NUMBER OF	PAGES
J.1	HUB Sub-Contracting Plan		11
J.2	Change Order Request Form		4
J.3	Intentionally Left Blank		
J.4	Intentionally Left Blank		
J.5	Intentionally Left Blank		
J.6	Contributing Entity Final Acceptance Document		1
J.7	Cloud Security Alliance's (CSA) Cloud Control Matrix (CCM)		7
J.8	Change Order Acceptance Document		1
J.9	Department Testing Entry/Exit Criteria		6
J.10	Authorization to Proceed		1

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HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***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.



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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,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 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 INFORM

a. Respondent (Company) Name: Appriss Inc. State of Texas VID #: 1611371324800
 Point of Contact: Thomas R. Seigle Phone #: (502) 815-3907
 E-mail Address: tseigle@appriss.com Fax #: (502) 815-5696

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: 405-15-R000691 Bid Open Date: 09/22/2015

(mm/dd/yyyy)

Enter your company's name here: Appriss Inc. Requisition #: 405-15-R000691

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT

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 continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentage 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: Appriss Inc. Requisition #: 405-15-R000691

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing 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 "continuous contract" in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: Appriss Inc (n/a) Requisition #: 405-15-R000691

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

Yes (If Yes, to continue to SECTION B-4.)

No (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTICE OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that 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 trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a) Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://myopa.state.tx.us/ncassembliesearch/index.jsp>. HUB Status code "1" signifies that the company is a Texas certified HUB.
- b) List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Item Number	Notice Sent Date	Responsive	Not Responsive
			- Yes	- No
			- Yes	- No
			- Yes	- No

- c) Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/mwb-links-1/>.

- d) List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organization/Development Center	Notice Sent Date	Accepted	Rejected
		- Yes	- No
		- Yes	- No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: <u>Appriss, Inc</u>	Requisition #: <u>405-15-R000691</u>
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SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: Description:

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. 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 it (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.



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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, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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: _____ State of Texas VID #: _____
 Point-of-Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

SECTION B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
 Point-of-Contact: _____ Phone #: _____
 Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

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

1. Potential Subcontractor's Bid Response Due Date:

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 on .
Central Time Date (mm/dd/yyyy)

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, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

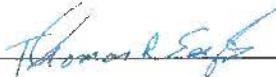
(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: - Not Applicable

4. Bonding/Insurance Requirements: - Not Applicable

5. Location to review plans/specifications: - Not Applicable

Signature:  Title: Executive Vice President Date: 09/22/2015

HUB Self Performing Justification

There are two dominant models for the delivery of IT services. The first is an approach for building and managing the infrastructure for IT services on premise for each agency or group of agencies using the service. The second model utilizes Software as a Service (SaaS) that funds the development and support of the IT infrastructure and licenses access to the application and support services covered under an ongoing maintenance fee.

Appriss is a SaaS provider. As a SaaS provider Appriss fulfills the entire contract with its own resources to include equipment, supplies, materials and personnel. Further explanation of the logic and benefit of the SaaS model follows.

SaaS is the ideal delivery choice for an IT service that is dependent upon the users' needs, the requirements for the application and the total cost of managing the IT service over its lifetime. The SaaS model is best leveraged when the following conditions exist:

- The application is uniform and able to be leveraged across a large user base.
- The application requires a high degree of technology and support services that can be shared by the entire user base. This is often the case with mission critical, or life safety types of applications
- The application must scale across a user base that varies greatly in size and complexity; allowing for the service to be affordable for both the largest and smallest of agencies in the nation.

The SaaS delivery model is built to use its purchasing leverage and tight support controls to provide high quality IT services to all subscribing agencies while equitably distributing the costs of delivery. SaaS also delivers tremendous cost and quality advantages to a government agency by leveraging the common application with the complex support services and costs, across the entire national base of users. By providing all of the resources under the SaaS model, financial planning allows the Department to know exactly the costs of technology services, regardless of any possible hardware failure, sudden software problem or other unforeseen issue – and avoids technological obsolescence. Technology enhancements are covered in SaaS pricing model.

Appriss, as a true SaaS provider, maintains the entire infrastructure required to deliver services to its users. By effectively combining all of Appriss' national purchasing power TX SAVNS has full access to the application for a fraction of what it would cost to subcontract for any area of the following:

- the central facility – sharing an existing system assures it works
- all associated hardware and software
- all personnel required to deliver development, deployment and support services
 - services are constantly monitored, supported, enhanced with new features, improved and upgraded
- technology enhancements shared by all customers – no direct charges to the state

For mission critical applications such as TX SAVNS, our SaaS model helps to ensure that the architecture covers:

- proven network reliability
- testing and development platforms
- redundant architecture
- failsafe back-up facilities
- data back-up processes
- rapid deployment – application is already configured

To reiterate, the entire infrastructure must be centrally located; and therefore, sub-contracting outside of this nationally established model is not feasible.

Change Order Request Form

1. Process

TXDPS and the Contractor may incorporate additional services and enhancements that are within scope of the original contract awarded under TXDPS PO 405-15-P006209. All Change Orders will be administered per the requirements of Section C.6.4 of the Statement of Work (SOW) to TXDPS 405-15-P006209. An approved Change Order will set forth the specific services to be performed by the Contractor.

The Contractor may commence work per the authorized Change Order only after a Contract Modification has been fully executed and a Purchase Order Change Notice has been issued to the Contractor by the Contract Administrator within Procurements and Contracts Services.

The TXDPS Project Manager (PM), the Contract Monitor, and the Contractor shall estimate the work effort for this request by completing the following sections tables, and format of this request form with information specific to the particular work to be performed. Sections, Tables, and format outlined will not be modified.

2. Scope

2.1. TXDPS requires the Contractor to provide services related to:

Describe the specific business and functional requirements required (e.g. Hardware (HW) and software (SW) customizations, upgrades, programming services, project documentation, and successful testing of each required deliverable(s):

2.2. TXDPS has identified the following, itemized services to be performed:

- 2.2.1. _____
- 2.2.2. _____
- 2.2.3. _____

2.3 The Contractor shall deliver, through updates to this CO, the project detail necessary to address information commonly found within Implementation Plan, Project Plan, Schedule, and Pricing Quotes for enhancement services related to achieving he identified deliverables. The CO shall address the processes, sub-tasks, itemized costs and duration for completion of each deliverable and the Pricing shall set the associated cost. Tables 1, 2, 3, and 4 are provided as the tools to clearly itemize all identified deliverables.

2.2.4. Table 1 - Project Points of Contact and Responsibilities

Organization	Title / Responsibility	Name	Office Phone	Cell Phone	Email Address
TXDPS	Project Sponsor				
TXDPS	Project Manager				
TXDPS	Technical SME - Hardware				
TXDPS	Technical SME -				

	Software				
TXDPS	Technical SME - Data transmission				
TXDPS	Contract Administrator				
TXDPS	Contract Monitor				
Organization	Title / Responsibility	Name	Office Phone	Cell Phone	Email Address
Contractor	Relationship Representative				
Contractor	Project Manager				
Contractor	Programmer				
Contractor	DBA				
Contractor	HW / SW SME				

2.2.5. Table 2 - Project Specific Roles & Responsibility

Table 2 – Roles and Responsibilities Matrix	Contractor	TXDPS
Project requirement / dependency #1		
Project requirement / dependency #2		
*primary (P)		

2.2.6. Table 3 - Project Schedule

W.O. Ref #	Deliverable Description	Date				Comments
		Due Date	Actual	Test / Review	Acceptance	
2.2.1	"Same info as is provided in section 2.2.x above"					
2.2.2						
2.2.3						

2.2.7. Table 4 - Pricing

W.O. Ref #	Deliverable - Description	Service Category / Description (e.g. Programmer) and Contractor's Employee Name	Qty of Hours	Hourly Rate	Cost Extension
2.2.1	"Same info as is provided in section 2.2.x above"				
2.2.2					
2.2.3					

2.3. Services are not complete until all testing and acceptance is successfully completed as defined in Section C.6.4.1 of the SOW. During the testing and acceptance period, Contractor shall capture and document performance issues identified by Contractor and / or reported by TXDPS and resolve all HW, SW, and programming defects. Time and materials used to resolve defects shall not be billed to TXDPS.

3. Risk and Issue Management

TXDPS Contract Monitor will update Section 3 with any and all pertinent and known risk and issue management items specifically related to this Change Order Request. Contractor will add information as necessary to ensure all possible risks and issue management items are clearly addressed during negotiations with TXDPS Business Division.

A Change Order is not consider active until both a Contract Modification and a Purchase Order Change Notice has been finalized the P&CS Contract Administrator.

If there is not a TXDPS PM associated with this Change Order Request, then Contract Monitor will be responsible for the PM tasks listed within this section. The following general procedure will be used to manage an active Change Order issues and risks:

- 3.1. TXDPS PM will identify and document project issues (current problems) and risks (potential events that impact the project).
- 3.2. TXDPS PM will assess, analyze and prioritize the impact and determine the highest priority risks and issues that shall be managed actively, according to priority, by Contractor.
- 3.3. Contractor must plan and schedule high-priority risks and issues assigning responsibility for risk management and issue resolution in a documented risk register or issues log, as determined by TXDPS.
- 3.4. Contractor must track and report the status of risks and issues, and communicate risk mitigation plans and issue resolutions using the risk register or issue log.
- 3.5. TXDPS PM will monitor and control the effectiveness of the risk and issue management actions.
- 3.6. Active issues and risks will be monitored and reassessed on a weekly basis by TXDPS PM and Contractor. Mutually agreed upon escalation and risk management processes will be defined at the outset of initiating the Change Order Request Form

4. Service Levels:

Contractor shall meet the following service levels for work performed under this CO. All Service Levels for this CO must meet the same standards as written in Attachment A – RFO Section C.7.

Meantime to Resolution (MTR): Upon verbal or written notification (Company Name) shall provide the following MTR's for defect resolution.

Time and materials applied to fix (Company Name) defects will not be billed to TXDPS.

- 4.1. Critical/blocker (system is down and non-usable -- Severity 1) -- Respond within 2 hours, fix delivered in 24 hours.
- 4.2. High (system is functional but suffering from significant impact to operations – Severity 2) -- Respond in 2 hours, fix delivered in 72 hours.
- 4.3. Medium (system is functional, some impact to operations – Severity 3) – Respond in 2 hours, Fix delivered in 10 calendar days or less.

4.4. Low (minor issue, no impact to operations – Severity 4) – Respond in 2 hours, Fixed delivered based on prioritization of current workload.

4.5. These Service Level Agreement guidelines will apply to the testing and acceptance period and the application maintenance requirements per Section C.7 of 405-15-P006209, Attachment A, SOW.

Time and materials applied to fix Contractor defects will not be billed to TXDPS.

5. Required Reporting and Communication:

Contractor shall:

5.1. Create and maintain a Risk and Issues Log.

5.2. The Contractor shall provide the Department PM with a weekly written progress report for each in-process Change Order. Reports will be submitted by 5:00 pm CT the following Monday of each week throughout the life of an active Change Order. Email submission of the progress report is acceptable.

5.3. Provide one (1) monthly status report; and, if requested by TXDPS, prepare and lead one (1) status meeting per week of no more than one (1) hour in duration.

5.4. Attend any required or requested meeting(s) or submit any requested documentation at TXDPS PM’s discretion.

6. Pricing:

The Contractor shall identify the pricing associated with this Change Order Request within Table 4 above. In addition Contractor shall ensure:

6.1. All pricing is provided per a deliverable basis, correctly identify the Service Category, and identify the Contractor employee providing the work.

6.2. The Contractor’s pricing shall be considered a fixed / not to exceed cost and match 405-15-P006209, Section B, Pricing Schedule.

7. Change Order Authorization Signatures:

TXDPS Project Manager Date

Contractor’s Authorized Agent Date

TXDPS Contract Administrator Date

**CONTRIBUTING ENTITY
FINAL ACCEPTANCE DOCUMENT**

**Under TDEx
Contract No. 405-16-P006209**

Texas Department of Public Safety

TEXAS DATA EXCHANGE

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

Consensus Assessments Initiative Questionnaire			
Control Group	CGID	CID	Consensus Assessment Questions
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?
Data Governance			

Consensus Assessments Initiative Questionnaire			
Control Group	CGID	CID	Consensus Assessment Questions
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 not 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?
Facility Security			
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?
Human Resources Security			

Consensus Assessments Initiative Questionnaire			
Control Group	CGID	CID	Consensus Assessment Questions
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?
Information Security			
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?

Consensus Assessments Initiative Questionnaire			
Control Group	CGID	CID	Consensus Assessment Questions
User Access Policy	IS-07	IS-07.1	What controls do you have 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	Do you benchmark your security controls against industry standards?
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?

Consensus Assessments Initiative Questionnaire			
Control Group	CGID	CID	Consensus Assessment Questions
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?
Release Management			
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?

Consensus Assessments Initiative Questionnaire			
Control Group	CGID	CID	Consensus Assessment Questions
Resiliency			
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.)?
Security Architecture			
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?

Consensus Assessments Initiative Questionnaire			
Control Group	CGID	CID	Consensus Assessment Questions
		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?

CHANGE ORDER COMPLETION ACCEPTANCE DOCUMENT

TEXAS DEPARTMENT OF PUBLIC SAFETY

Section 1. General Information

Contract # _____

Change Order Name _____

Change Order # _____

Section 2. Vendor Acknowledgement of Change Order Completion

The following project deliverables, as required by Section C Scope of Work and as assigned by Subsection Change Order, have been completed.

WO Ref. #	Completed Deliverable Description

This is to acknowledge that _____ has completed this Change Order project for the Texas Department of Public Safety.

Vendor Approver Name	Title	Signature	Date

Section 3. TXDPS Acceptance of Change Order Completion

This document certifies that the above-referenced services from Change Order Plan # _____ have hereby been tested and accepted by the Texas Department of Public Safety.

TXDPS 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

**CONTRIBUTING ENTITY – DEVELOPMENT, INSTALLATION AND CONFIGURATION
AUTHORIZATION TO PROCEED**

Under TDEx

Contract No. 405-16-P006209

Texas Department of Public Safety

The Department formally requests the Contractor to initiate the Development, Installation, and Configuration of a TDEx Interface for the following Entity: _____

Contact information for this Contributing Entity is as follows:

Name: _____

Address: _____

Telephone: _____

Email: _____

Costs to implement this new Contributing Entity will be: \$_____ as per Section B.2 of the referenced Contract. This Authorization to Proceed and the Final Acceptance Document must be submitted with the Contractor's invoice for this project. Failure to include any of the required documentation will result in rejection of the Contractor's invoice.

The Department's Project Manager for this project will be:

Name: _____

Telephone: _____

Email: _____

Texas Department of Public Safety

Project Manager

Signature

Date