



# Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P006848

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

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Vendor Number: 00005231  
1363618454400 | COMPUTER PROJECTS OF  
ILLINOIS, INC.  
475 QUADRANGLE DR  
SUITE A  
USA  
BOLINGBROOK, IL 60440-3724

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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](mailto: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](mailto:apinvoices@dps.texas.gov)  
Phone: (512) 424-2060

Account Code:     16-41031-6245-6001-     - -1100-     -     -	Payment Terms:
Solicitation (Bid) No.:	Shipping Terms:
	Delivery Calendar Day(s) A.R.O.: 0

Item # 1

This Purchase Order incorporates the contract fully executed by Texas Department of Public Safety and Computer Projects of Illinois, Inc. dated 05/06/2016. Order of Precedence: The following documents are incorporated by reference into this PO. In case of conflicting provisions, the documents shall control in the following order of precedence to resolve the conflict: 1. Contract between TXDPS and Computer Projects of Illinois, Inc. dated 05/06/2016. 2. TXDPS issued Purchase Order 3. TXDPS Solicitation Request for Offer 405-15-R00033354 and any subsequent modifications and amendments. 4. Computer Projects of Illinois, Inc. response to Request for Offer dated 09/18/2015. This Contract will consist of a Base Period from Date of Award through 08/31/2017. The terms, conditions, and rates for all extensions will remain as state in this Contract. The continuation of this Contract for any period of time is subject to the availability applicable funding.

This contract may be renewed for three (3) one (2) year optional renewal periods. RENEWALS: 1st OPTIONAL TERM 09/01/2017 through 08/31/2019 2nd OPTIONAL TERM 09/01/2019 through 08/31/2021 3rd OPTIONAL TERM 09/01/2021 through 08/31/2023

DPS CONTRACT MONITOR: Meg Kee PHONE: 512-424-2427 EMAIL: [meg.kee@dps.texas.gov](mailto:meg.kee@dps.texas.gov)  
 VENDOR CONTACT: Roger Killingsworth PHONE: 630-754-8820 x153 EMAIL: [rkillingsworth@openfox.com](mailto:rkillingsworth@openfox.com)  
 DPS PROCUREMENT CONTACT: Kenneth Maze PHONE: 512-424-7347 EMAIL: [kenneth.maze@dps.texas.gov](mailto:kenneth.maze@dps.texas.gov)

Item # 2  
 Class-Item 208-11

TLETS System Date of Award through 08/31/2017. Switch - Department Hosted \$94,250  
 Production System - Software and Utilities Included - Warranty from defects for one (1) year  
 User Management - Software \$20,000 Utilities Included - Warranty from defects for one (1) year  
 Texas Customization - Software \$27,500 Utilities Included - Warrant from defects for one (1) year  
 Test System - Software and Utilities Included - Warrant from defects for one (1) year  
 Development System - Software \$46,750

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 94,250.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 94,250.00

<u>LN/FY/Account Code</u> 2/16/16-41031-6245-6001- - -1100- - -	<u>Dollar Amount</u> \$ 94,250.00
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S H I P T O	Texas Department of Public Safety Procurement & Contract Services - MSC 0266 PO Box 4087 Austin, TX 78773-0266 US Email: procurement@dps.texas.gov Phone: (512) 424-5255
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Item # 3  
 Class-Item 208-11

TLETS System Date of Award through 08/31/2017. User Interface \$200,000  
 Production System - Software \$200,000 - Warranty from defects for one (1) year  
 Desktop Application - Software Included - Warranty from defects for one (1) year  
 Mobile Application - Software Included - Warranty from defects for one (1) year  
 Texas Customization - Software Included - Warranty from defects for one (1) year  
 Test System - Software Included - Warranty from defects for one (1) year  
 Development System - Software Included - Warranty from defects for one (1) year

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 200,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 200,000.00

<u>LN/FY/Account Code</u> 3/16/16-41031-6245-6001- - -1100- - -	<u>Dollar Amount</u> \$ 200,000.00
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S H I P T O	Texas Department of Public Safety Procurement & Contract Services - MSC 0266 PO Box 4087 Austin, TX 78773-0266 US Email: procurement@dps.texas.gov Phone: (512) 424-5255
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Item # 4  
 Class-Item 208-11

TLETS System Date of Award through 08/31/2017. Training and Certification \$48,309.00  
 Computer Based Training - Software \$2,000 one (1) time, Utilities Included - Warranty from defects for one (1) year  
 Testing and Certification - Software \$46,309/year, Utilities Included, Personnel/Services Included- Warranty from defects for one (1) year  
 Reporting - Software and Utilities Included - Warranty from defects for one (1) year  
 Test System - Warranty from defects for one (1) year  
 Development System - Software and Utilities Included - Warranty from defects for one (1) year

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 48,309.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 48,309.00

LN/FY/Account Code	Dollar Amount
4/16/16-41031-6245-6001- - -1100- - -	\$ 48,309.00

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 Texas Department of Public Safety  
 Procurement & Contract Services - MSC 0266  
 PO Box 4087  
 Austin, TX 78773-0266  
 US  
 Email: procurement@dps.texas.gov  
 Phone: (512) 424-5255

Item # 5  
 Class-Item 920-40

TLETS System Date of Award through 08/31/2017. Other Services \$20,000  
 Programmer Services - Twenty (20) hours of Programmer Services per month Included  
 Expanded Training - \$20,000 - Includes Messenger ten (10) sessions of eight (8) hours each, Desktop ten (10) sessions eight (8) hours each, nexTEST two (2) sessions four (4) hours each, Configurator two (2) sessions of forty (40) hours each, All sessions held at TXDPS

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

LN/FY/Account Code	Dollar Amount
5/16/16-41031-6245-6001- - -1100- - -	\$ 20,000.00

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 Texas Department of Public Safety  
 Procurement & Contract Services - MSC 0266  
 PO Box 4087  
 Austin, TX 78773-0266  
 US  
 Email: procurement@dps.texas.gov  
 Phone: (512) 424-5255

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 362,559.00

APPROVED

By: Ashley Waffer

Phone#: (512) 424-5028

BUYER

## SOLICITATION, OFFER, AND AWARD

1. CONTRACT NO. 405-16-P006848	2. SOLICITATION NO. 405-15-R000260	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 3, 2015
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### Texas Law Enforcement Telecommunications System (TLETS)

5. Sealed offers will be received by the Department until 3:00 P.M. local time on September 4, 2015 and submitted to the issuing office:  Texas Department of Public Safety Procurement and Contract Services Bureau 5805 N Lamar Blvd, Bldg. A, MC-0266 Austin, Texas 78752 Attention: 405-15-R000260	6. FOR INFORMATION CONTACT:  Ray D. Miller, CTPM Contract Administrator  PHONE: (512) 424-2205 FAX: (512) 424-5419 E-MAIL: <a href="mailto:ray.miller@dps.texas.gov">ray.miller@dps.texas.gov</a>
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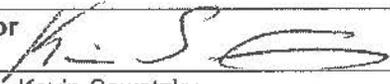
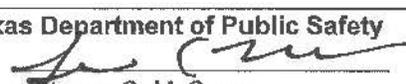
7. DISCOUNT FOR PROMPT PAYMENT: →	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	4 %	2 %	1 %	%
8. ACKNOWLEDGMENT OF AMENDMENTS: <i>(The Respondent acknowledges receipt of amendments to this Request for Offers and related documents numbered and dated.)</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A-001	08/04/2015	A-003	8/21/2015
	A-002	08/19/2015		
9. NAME AND ADDRESS OF CONTRACTOR: →	Computer Projects of Illinois, Inc. 475 Quadrangle Drive Suite A Bolingbrook, IL 60440		10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)  Kevin Sawatzky, Chief Executive Officer	
11. TELEPHONE NO. (Include area code)  (630) 754-8820	12. SIGNATURE  On-file		13. OFFER DATE  09/04/2015	

### 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, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award; and (c) the Contractor's Offer, points of clarification, responses to clarification request and/or best and final offer (BAFO), and negotiated changes as hereby incorporated and attached to this award.

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

This Contract consists of a Base Period from date of award through August 31, 2017 with three (3) two (2) year Option Period Renewals; (September 1, 2017 through August 31, 2019; September 1, 2019 through August 31, 2021, and September 1, 2021 through August 31, 2023), as detailed within Section F.2, Contract Term.

<b>Contractor</b> By:  Name: <u>Kevin Sawatzky</u> Title: <u>Chief Executive Officer</u> Date: <u>4-15-2016</u>	<b>Texas Department of Public Safety</b> By:  Name: <u>Steven C. McCraw</u> Title: <u>Director</u> Date: <u>5/6/11</u>
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The following items are mutually agreed to by the Contractor and the Department and are hereby incorporated into this Contract.

1. The Solicitation, Offer and Award form has been revised to update the Contract Number, remove the offer preparation instructions, adjust the contract term and add the Contractor's name in the Contractor signature block.
2. Section A, Definitions, has been revised as follows:
  - Revise definition of "Base Period" to include updated term;
  - Revise definition of "Contract" to include awarded firm;
  - Revise definition of "Contractor" to include awarded firm;
  - Delete definition of "Respondent";
  - Added definition of "Service Commencement Date"; and
  - Added definition of "Service Turnover Date".
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 reflect 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 reflect negotiated changes.
9. Section B.2.3, Enhancement Services, has been revised to include contract rather than solicitation language and to reflect negotiated changes.
10. Section C, Statement of Work, has been revised throughout to include contract rather than solicitation language and reflect negotiations of the Department and the Contractor.
11. Section F, Contract Term, has been revised to include the correct base period and optional renewal terms.
12. Section G.1.5, Contractor's Project Manager, has been revised to include the Contractor's information.

13. Section, G.3, Payments, has been revised to include updated invoicing and payment language and to incorporate the Contractor's information.
14. Section H, Terms and Conditions, has been revised to delete solicitation language under the header title for Section H.
15. Section H.43, Attachments, has been deleted.
16. Section H.63, Redacted Documentation, has been deleted.
17. Section H.66, Note to Contractor, has been deleted.
18. Section H.67, Notice Under Government Code 2261.252, title has been revised.
19. Section H.68, Notice Under Government Code 2252.908, has been added.
20. Section H.69, Notice Under Government Code 572.069, has been added.
21. Section I, Supplemental Terms and Conditions, has been revised to delete solicitation language under the header title for Section I.
22. Section I.3, Historically Underutilized Business (HUB) Participation, has been revised to reflect contract language rather than solicitation language.
23. Exhibit J.1, Historically Underutilized Business Subcontracting Plan, is hereby incorporated into this Contract as completed by the Contractor.
24. Exhibit J.14, Application for Texas Identification Number, has been deleted as this document is on file with the Department.
25. Exhibit J.15, Direct Deposit Form, has been deleted as this document is on file with the Department.
26. Exhibit J.16, W-9 Form, has been deleted as this document is on file with the Department.
27. 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.
28. 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.
29. 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").

30. Minor conforming and clarifications changes have been made throughout the document.
31. The table of Contents has been updated to reflect the negotiated changes.

## SECTION A – DEFINITIONS

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

“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 the Date of Award through August 31, 2017.

“BAFO” means Best and Final Offer.

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

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

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

“CJIS Security Addendum” means a document that describes the FBI security related requirements the Department applies to all contractors and subcontractors that work on this project. 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 single state agency in each state that assumes responsibility as the CJIS System Agency (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.

“Computer Aided Dispatch (CAD)” means an automated system for processing dispatch business and automating many of the tasks typically performed by a dispatcher.

“Computer Based Training (CBT)” means a type of education in which the student learns by executing special training programs on a computer.

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

“Contract” means this written agreement entered into by the Department and Computer Projects of Illinois, Inc. (CPI).

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

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

“Contract Term” means the duration of this Contract as specified in Section F.2.

“Contractor” means Computer Projects of Illinois, Inc. (CPI).

“Contractor Hosted” means a combination of traditional IT functions to be provided by the Contractor such as infrastructure, applications software - including Commercial Off the Shelf Software (COTS) Solution, security, monitoring, storage, web development, website hosting, provider of hardware and hardware maintenance, and e-mail, over the Internet or other Wide Area Networks (WAN).

“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 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 Hosted” means a combination of traditional IT functions to be provided by the Department such as infrastructure, applications software, security, monitoring, storage, web development, website hosting, provider of hardware and hardware maintenance, and e-mail, over the Internet or other Wide Area Networks (WAN).

“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.

“DLD” means the Department’s Driver License Division.

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

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

“Entity / Entities” means an individual, collection of individuals, or an organization.

“Enhancements” modifications to the existing TLETS System requested by the Department to enhance the current TLETS functionality.

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

“FBI” means the Federal Bureau of Investigation.

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

“Historically Underutilized Business (HUB)” means a business that is certified by the State of Texas that (1) is at least 51% owned by an Asian Pacific American, a Black American, a Hispanic American, a Native American, an American woman, or a Service Related Disabled Veteran, (2) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC § 20.23, and has its principal place of business in Texas, and (3) has an owner residing in Texas who has a proportionate interest in the business and who actively participates in the control, operations and management of the entity’s affairs. For further explanation, see the Texas Comptroller of Public Accounts HUB rule definitions at 34 TAC § 20.11.

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

“In-Car” means the Department’s mobile data solution for commissioned officers’ Mobile Data Terminal units and/or laptop computers used by the Texas Highway Patrol to transmit data.

“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 Agency” means a TLETS user agency whose connection to TLETS is via a computer-to-computer interface, generally used to support CAD, MDT, and RMS systems.

“Interstate Identification Index (III)” means an FBI administered index-pointer system for the interstate exchange of criminal history records. Under III, the FBI maintains an identification index to persons arrested for felonies or serious misdemeanors under State or Federal law.

“Invoice” means Contractor’s monthly billing for services rendered.

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

“Mandatory” means required, compulsory or obligatory.

“May” means advisory or permissible.

“Message Reference ID (MRI)”, means a unique numeric identifier assigned with a date stamp by the System as each message is input into the system.

“Mnemonic” means a three or four character alphanumeric name that is used to identify a device in the TLETS system.

“Mobile Data Terminal (MDT)” means mobile computer units which are similar to laptop computers and used in police cars to transmit data to a central dispatch unit.

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

“MVD” means the system identifier of the TXDMV Vehicle Title and Registration Database.

“National Crime Information Center (NCIC)” means a nationwide, computerized information system established as a service to all criminal justice agencies--local, state, and federal. The goal of NCIC is to help the criminal justice community perform its duties by providing and maintaining a computerized filing system of accurate and timely documented criminal justice information.

“Near real-time” refers to the time delay introduced, by automated data processing or network transmission, between the occurrence of an event and the use of the processed data.

“NCIC Number (NIC)”, means a unique number automatically assigned by the NCIC computer to each accepted record used for record identification purposes.

“New York State Identification and Intelligence System (NYSIIS)” means a soundexing algorithm applied to persons’ names by NCIC and TCIC.

“Occasional users” means users that have authorization to access data via TLETS but their job functions require them to sign on and access data once or twice an hour, once or twice a day, or less.

“Offer” means the Contractor’s response to RFO number 405-15-R000260.

“Operations Information Center (OIC)”, means the 24-hour help desk administered by the Information Technology Division for TLETS. OIC personnel are responsible for monitoring and troubleshooting very small aperture terminal and circuit connectivity to the TLETS network.

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

“Originating Agency Identification Number (ORI)” means the 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 shall provide maintenance services to the Systems. 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; (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 will perform the majority of preventative maintenance duties. 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 system component. This schedule will be oriented around periods when the Systems are expected to have the lightest use.

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

“Relational Database System (RDS)” means a program or environment that stores, manages and retrieves data, for example DB2, SQL Server or Sybase.

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

“Remedial Maintenance” means maintenance performed during the Period of Maintenance Coverage by the Contractor which results from Systems or System component failure and which is performed as required, on an unscheduled basis.

“RFO” means Request for Offers.

“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.

“Service Commencement Date” means the date that the Contractor shall begin work on the deliverables, as specified in this Contract. The date shall be when this Contract is fully awarded and executed by both parties.

“Service Turnover Date” means the date that the System, as developed under this Contract, shall be successfully tested and accepted by the Department. The Department reserves the right to, in its sole discretion, determine the schedule of conversion for TLETS Member Agencies to the System.

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

“Software” means any application program for exclusive use with the TLETS system.

“Standard Maintenance” means Preventive and/or Remedial Maintenance, and includes but may not be limited to: preventive and remedial maintenance, hardware parts, software and components, labor, fees and expenses.

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

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

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

“System” means the TLETS system, turnkey solution, including all hardware, software, and communication devices and all related services including maintenance.

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

“Texas Crime Information Center (TCIC)” means the Texas statewide, computerized information system established as a service to all local, state and federal criminal justice agencies. TCIC provides access to the stolen status of property and the wanted, missing, sex offender, or protective order status of persons.

“Texas Department of Criminal Justice (TDCJ)” means the state agency that provides confinement, parole and probation services for the State of Texas. TDCJ provides computerized information related to these services.

“Texas Department of Insurance (TDI)” means the state agency, which is the regulator of all Texas-based insurance companies and insurance companies that conduct business or commerce in the state of Texas. TLETS receives data from TDI to comply with the Texas Financial Responsibility Verification Program (FRVP). This program is used to verify whether owners of motor vehicles have established financial responsibility in an effort to reduce the number of uninsured drivers in Texas.

“Texas Department of Motor Vehicles (TXDMV)” means the state agency that oversees motor vehicle related industries. TXDMV issues Texas vehicle registrations, regulates motor vehicle dealers, credentials buses and big trucks for intrastate and interstate commerce, issues oversize and overweight permits, and awards grants to law enforcement agencies to reduce vehicle burglaries and thefts. Registration information for vehicles titled in Texas is available through TLETS from the DMV Registration and Title System (RTS). This information was previously obtained through the TX Department of Transportation (TXDOT).

“Texas Department of State Health Services (TXDSHS)” means the state agency that provides state operated health care services, including hospitals, health centers, and health

agencies. TLETS receives data from DSHS to support the continued care and treatment of offenders within the justice system, specifically during incarceration within a county or municipality jail or detention facility.

“Texas Law Enforcement Telecommunications System (TLETS)” means a statewide telecommunications network composed of numerous city, county, state, federal, and military law enforcement and criminal justice agencies in Texas. TLETS provides access to various databases, which enables the user to retrieve and enter computerized information and exchange criminal justice information with each other.

“Texas Parks and Wildlife Department (TPWD)” means the state agency that houses the Texas Boat Registration information and receives and responds to queries via TLETS in an automated manner.

“The International Justice and Public Safety Network (NLETS)” is a network message switching system that functions in a similar manner to TLETS and is controlled by a computerized store and forward message switch. NLETS enables a user to communicate with other states and their database systems and also provides federal and international access.

“TCIC Number (TIC)”, means a unique number automatically assigned by the Texas Crime Information Center (TCIC) database to each accepted record used for record identification purposes.

“TLETS Member Agencies” means city, county, state, federal and military law enforcement, and criminal justice agencies that meet the requirements to have access to criminal justice data via TLETS.

“UAT” means User Acceptance Testing.

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

“Very Small Aperture Terminal (VSAT)” means a two-way satellite ground station used to transmit narrowband data or broadband data.

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

## SECTION B - SERVICES AND PRICES/COSTS

### B.1 SERVICE AND PRICING REQUIREMENTS

#### B.1.1 Services Being Acquired

The Texas Department of Public Safety ("Department") Law Enforcement Support (LES) Division and Computer Projects of Illinois, Inc. (CPI) enter into this Contract to replace, update and enhance the current Texas Law Enforcement Telecommunications System (TLETS), which includes a state message switch, end user interface, and training and certification system.

#### B.1.2 Pricing Instructions

This Contract provides services on a non-exclusive, as needed, as requested by the Department, no minimum compensation, basis. This Contract provides services for implementation, project planning, software development, customizations, training, maintenance, support, documentation, and enhancements of the TLETS 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 Schedules in Section B.2 incorporate 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 is solely responsible for all increases in costs due to its failure to clearly identify and include all costs necessary for the successful provision of Services under this Contract within the attached Price Schedules. Such additional costs will be solely at the expense of the Contractor.
- C. The Contractor shall complete the following TLETS milestones as outlined in the Project Plan. Each milestone will require Testing, Implementation and Acceptance as stated in Section C.9. Initial milestones will be determined by the Department and will be paid in accordance with Section G.3.1. Project Milestones will include but may not be limited to the following:
  1. **Basic Software Installation:** Includes installation of COTS Software.
  2. **Software Configuration:** Configuration and workflow tailoring to meet the business processes of the Department.
  3. **Customization of COTS Software:** The Department will require customization of the COTS Software.
  4. **Data Migration:** Includes, but may not be limited to, the Contractor's Roles and Responsibilities, labor cost, and complete migration of TLETS components: 1) switch configurations; 2) user repository information; and 3) training and certification data, as determined by the Department.
  5. **TLETS Final Acceptance:** The Contractor's System will meet all requirements specified in Section C.9, Testing, Implementation and Acceptance.

6. **Continuation of Services:** The Department will issue or assign Exhibit J.13, Change Order Request(s) for additional Services and enhancements. The Contract Monitor shall work with the Contractor to prepare the Change Order Request. The Contract Monitor will submit the Change Order Request to Procurement and Contract Services to finalize the modification to the Contract.
- D. 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 System at no additional cost to the Department.
- E. The Department reserves the right to purchase any and all identified hardware, software, and networking components and provide same to the Contractor for utilization in special maintenance projects or enhancements.

### **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: Computer Projects of Illinois, Inc.  
 475 Quadrangle Drive  
 Bolingbrook, IL 60440

The Pricing Schedule Tables in this Section 2 includes the negotiated pricing for each System component, Training and Certification, Standard Maintenance Services, Enhancement Services and Labor.

**B.2.1 Base Period – Department Hosted**

Switch – Department Hosted	Description of Product, Including Version	Cost				Warranty Terms
		Hardware	Software	Utilities	Personnel / Services	
Production System	Current TLETS OpenFox Message Switch with all current capabilities and upgraded software.	N/A	Included	Included		Warrant from defects for one (1) year.
User Management	User-Configurator License for each Desktop Messenger deployed.	N/A	\$20,000.00	Included		Warranty from defects for one (1) year.
System Interfaces						
Computer-to-Computer Interfaces						
Message Processing						
Message Logs and Retrieval						
Operational Functions						
Reporting						
Texas Customization		N/A	\$27,500.00	Included		Warranty from defects for one (1) year.

<b>Test System</b>	Current TLETS OpenFox Message Switch with all current capabilities and upgraded software.	N/A	Included	Included		Warranty from defects for one (1) year.
<b>Development System</b>			\$46,750.00			Warranty from defects for one (1) year.
<b>Subtotal for Switch</b>						<b>\$94,250.00</b>

<b>User Interface</b>	<b>Description of Product, Including Version</b>	<b>Cost</b>				<b>Warranty Terms</b>
		<b>Hardware</b>	<b>Software</b>	<b>Utilities</b>	<b>Personnel / Services</b>	
<b>Production System</b>		N/A	\$200,000.00			Warranty from defects for one (1) year
Desktop Application		N/A	Included			Warranty from defects for one (1) yea
Mobile Application		N/A	Included			Warranty from defects for one (1) yea
Advanced Authentication						
Texas Customization		N/A	Included			Warranty from defects for one (1) year
<b>Test System</b>		N/A	Included			Warranty from defects for one (1) year
<b>Development System</b>		N/A	Included			Warranty from defects for one (1) year
<b>Subtotal for User Interface</b>						<b>\$200,000.00</b>

Training and Certification	Description of Product, Including Version	Cost				Warranty Terms
		Hardware	Software	Utilities	Personnel / Services	
<b>Production System</b>						
Computer Based Training	Articulate Storyline Authoring Tool	N/A	\$2,000.00 one (1) time	Included		Warranty from defects for one (1) year
Testing and Certification	nexTEST 3.0	N/A	\$46,309.00/year	Included	Installation and training included	Warranty from defects for one (1) year
Reporting	Included in nexTEST	N/A	Included	Included		Warranty from defects for one (1) year
Texas Customization	Did not identify any customization needed	N/A	N/A	N/A		
<b>Test System</b>	NexTEST 3.0 (if necessary)	N/A	N/A	N/A		Warranty from defects for one (1) year
<b>Development System</b>	COTS Software, no new development required	N/A	Included	Included		Warranty from defects for one (1) year
<b>Subtotal for Training and Certification</b>						<b>\$48,309.00</b>
<b>GRAND TOTAL</b>						<b>\$342,559.00</b>

A. The Table below contains pricing for components/Services not priced above.

Other	Description of Product, Including Version	Cost				Warranty Terms
		Hardware	Software	Utilities	Personnel / Services	
Programmer Services	Twenty (20) hours of Programmer Services per month				Included	
Expanded Training	Messenger – Train-the-Trainer – Ten (10) sessions of eight (8) hours each Desktop – Train TXDPS Central Staff – Ten (10) sessions of eight (8) hours each				\$20,000.00	\$20,000.00

	nexTEST – Train TXDPS Central Staff – Two (2) sessions of four (4) hours each  Configurator – Train TXDPS Central Staff – Two (2) sessions of forty (40) hours each  All sessions will be held on-site at TXDPS facilities.					
<b>Subtotal for Other</b>						<b>\$20,000.00</b>

**B.2.2 Standard Maintenance Services**

Prices for the contracted Services are firm, fixed cost and include but may not be limited to: preventive and remedial maintenance provided to support the daily operational and functional requirements of the System as specified herein, excluding Enhancement Services; hardware parts; software and components; labor; fees and expenses. Maintenance and support fees will not begin until all warranties have been exhausted.

<b>Standard Maintenance Services</b>	<b>Monthly Cost</b>	<b>Discounted Annual Cost (payment in advance)</b>
Base Period, (3/20/17 – 8/31/17)	Included	N/A
Option Renewal Period 1 (09/01/17 – 08/31/19)	\$25,422.00	\$305,064.00/ year
Option Renewal Period 2 (09/01/19 – 08/31/21)	\$38,536.17	\$462,434.04/ year
Option Renewal Period 3 (09/01/21 – 08/31/23)	\$40,691.67	\$488,300.04/ year

**B.2.3 Enhancement Services**

Enhancement services costs are firm, fixed price and include labor and products (hardware, software, and transportation other than freight). Requests for Enhancement services will be issued by the Department throughout the Contract Term by issuing an approved Change Order Request as incorporated in Exhibit J.13 and stated in Section C.5.7, of this Contract.

**A. Labor Pricing Schedule**

1. The Table below specifies the firm fixed hourly rates for Enhancement Services to include, but may not be limited to, customization, enhancements, moves and other related services.
2. The Table below specifies the complete and detailed listing of its technical staffing positions by title and description of duties, and hourly fixed rate 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](http://www.hr.sao.state.tx.us/Compensation/Holidays2016_2017)
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 the hourly labor rates as specified in the Table below for all necessary levels of staff to perform the Services as required by this Contract. :

Contractor and Subcontractor Company Name	Position Title and Description of duties	Base Period Hourly Rate
Computer Projects of Illinois, Inc.	Senior Level Program Manager, Computer Programing and Technical Engineering	\$105.00
Computer Projects of Illinois, Inc.	Technical Support Personnel, Issue Diagnostic, Testing and Reporting	\$70.00
Peak Performance	Senior Level Program Manager, Computer Programming and Technical Engineering	\$105.00
Peak Performance	Technical Support Personnel, Issue Diagnostic, Testing and Reporting	\$70.00

**B. Products**

1. The Contractor shall quote the proposed cost for any products to be purchased by the Department under Enhancement services. These costs will include the handling cost of the Contractor, to provide such hardware, software, and transportation (other than freight) and any other relevant components and equipment.
2. Upon issuance of an approved Change Order Request, the Contractor shall procure any necessary products. The Department will audit the invoiced cost of all such products. The Contractor’s actual product invoice will be submitted to the Department with the associated Change Order Plan Acceptance Document and the product invoice related to the Change Order Request as documentation of actual costs.



## SECTION C - STATEMENT OF WORK

### C.1 INTRODUCTION AND BACKGROUND

The Department's Crime Records Service (CRS) is responsible for providing information technology network services to law enforcement and criminal justice agencies in Texas. CRS administers a comprehensive data system called TLETS that is accessible by criminal justice agencies in over 1,300 locations in Texas and is interfaced with the FBI's National Crime Information Center (NCIC), the International Justice and Public Safety Network (NIets), and numerous other information repositories throughout the state. TLETS is a critical statewide network and a distributed application that includes message brokering services, a client application, and operational software. The System is intended to provide information sharing capabilities for the law enforcement and criminal justice community. System security is paramount. TLETS is the entry point for law enforcement agencies across Texas to criminal justice information of all varieties. It is imperative the TLETS network is protected against unauthorized access.

TLETS is the primary method used by law enforcement and criminal justice communities to access and exchange information within Texas and between agencies in other states. TLETS also provides law enforcement and criminal justice communities with the ability to securely exchange information with each other. The TLETS network provides connectivity for over 300 Department offices and supports over 1,000 connections to local agencies. The Department provides a client application to our customers and publishes a specification to allow agencies and Department systems, such as In-Car and Texas Data Exchange (TDEx), to obtain information provided by TLETS data sources.

### C.2 SCOPE

The current TLETS system will continue to provide services until all users have been successfully migrated to the new System. It is anticipated both systems will operate cooperatively until migration from the current system to the new System is completed. Final specifications will be developed jointly by the Department and the Contractor.

The System shall at a minimum:

- A. Provide migration from the current system to the new System;
- B. Provide a message switching System that can communicate with current internal system and computer-to-computer interfaces;
- C. Provide a System that logs all messages and provides long term storage and retrieval capability;
- D. Provide a browser-based end-user interface for both workstation and mobile devices;
- E. Provide a graphical user interface to Department staff who are responsible for maintaining and operating the System;
- F. Provide a platform that will enable the Department to develop and maintain future requirements;
- G. Provide System security;
- H. Use NIEM as a standard-based approach to exchanging data;
- I. Be scalable for growth;
- J. Integrate well with the existing Department network infrastructure;
- K. Integrate well with the existing Department systems;

- L. Provide a user management component that will allow local users to manage their own users (resetting passwords, etc.), as well as provide the ability for Administrators to create and manage user accounts statewide;
- M. Establish a development System that will allow development to continue without affecting the relationship between the existing test and production systems; and
- N. Include a Training component which provides at a minimum:
  - 1. online testing and certification to meet Department and FBI CJIS policies;
  - 2. customization for Texas specific data;
  - 3. entry of instructor led classroom training information and test scores; and
  - 4. automatic updating of user profile based on successful completion of classroom training.

### **C.3 GENERAL REQUIREMENTS**

#### **C.3.1 Draft Project Plan**

Project Schedule and Plan: The TLETS project will be segregated into distinct deliverables due to its size and complexity. The Contractor shall submit and follow a Final detailed Project Plan within ninety (90) calendar days of Contract award. The Plan will include but may not be limited to:

- 1. a description of the project organization;
- 2. a breakdown and detailed description of the different deliverables of the project;
- 3. expected dependencies that exist within the project plan;
- 4. a schedule and work plan for the different deliverables of the project;
- 5. a Gantt chart illustrating a high-level timeline for the project, including task start and end dates and dependencies;
- 6. delegation of duties to each party for each of the tasks, include staffing requirements expected of the Department;
- 7. information regarding maintenance and support, along with standard project management components such as a risk management plan and a change management plan;
- 8. tasks required for the migration of all Department TLETS data that will need to be brought over to the new System;
- 9. any proposed milestones / deliverables when the Contractor may submit invoices for payment;
- 10. a detailed training plan as described in Section C.8;
- 11. any dependencies, caveats or risks associated with the schedule; and
- 12. the methodology the Contractor will employ to ensure the schedule is met.

#### **C.3.2 Message Switching Functions**

The System will provide message-switching functions that support computer-to-computer interfaces, current system interfaces, and a browser-based application.

- A. System interfaces will process messages in a similar fashion as the current TLETS system. A description of the System interface message processing can be found in Appendix A. The Department requires the Contractor to use technology that will allow

the TLETS System to add and remove System interfaces and adjust to changing business needs.

- B. The Contractor shall provide a training and certification system that stores appropriate training and certification information in a data repository that will be available to the System for user authorization and authentication.
- C. The System will use a distributed approach for the user interface and the message switch. The user interface will be a browser-based application and the Department anticipates the application will be distributed to the end user through a web server.
- D. The System will include a segregated production system, test system, and development system. The production system will be hosted at the Department. The test and development systems may either be Contractor-hosted or Department-hosted. A “hot” backup system with transparent failover will be included. Alternatives to this architecture may be considered. The test system and production system will supply identical functionality. The Department has test connections to most system interfaces.

## **C.4 FUNCTIONAL REQUIREMENTS**

### **C.4.1 Switch Component**

#### **C.4.1.1 Volume Counts**

The current TLETS production system supports over 4,000,000 messages per day. The average message size is 1015 bytes. TLETS handles approximately 62 messages per second during peak periods. The average message size has more than tripled over the last eight (8) years.

The Department anticipates message size will increase substantially in the future because NLETS and NCIC offer functionality not supported in the current system. The Department cannot reliably estimate growth patterns. The System will support at least 6,000,000 messages per day and at least 100 messages per second during peak periods. The System will be scalable so if projected growth patterns exceed expectations, System degradation issues can be corrected by upgrading one or more components in the System. The test and development systems will each support a 25% load capacity of the production system.

#### **C.4.1.2 User and Device Counts**

The current TLETS system supports devices and individual users. TLETS has nearly 13,000 client application stations and 50 printers defined to the current system. Additionally, there are about 425 computer-to-computer interfaces defined to the current system. There are approximately 40,000 devices using those computer-to-computer interfaces. There are over 130,000 active users that have the ability to access TLETS. The computer-to-computer interfaces, which host over 30,000 desktop and mobile devices, allow local agencies to integrate their computer aided dispatch, records management and/or mobile system software with TLETS. Approximately one-half of the client application stations defined to the system are assigned to occasional users of the system.

The System will support a minimum of 1,000 computer-to-computer interfaces and a minimum of 20,000 browser-based application connections. The System will not impose arbitrary limitations on the number of TLETS users. The Department is particularly concerned with limitations in concurrent usage. The Contractor shall follow the mutually agreed terms for the management of concurrent usage.

### **C.4.1.3 User Authorization**

The Department provides authorization levels for query transactions versus entry transactions. There is a separate authorization for access to the Interstate Identification Index (III) and the Department Computerized Criminal History (CCH) databases. Additionally, the Department provides access to non-law enforcement agencies for TCIC only information and conviction only information from the CCH files.

Every user will be assigned an authorization profile. The System will allow configuration of multiple profiles per User ID, based on either agency or agency and device, where each profile can have different authority based on the User's duties at an agency and station. The profile will specify the authorized ORIs and devices available to a user. The System will provide the capability for one agency to submit transactions for another agency. A combination of the username, the device and the ORI will be used to restrict and allow the use of specific message keys and/or functions. The profile may include the configuration parameters required for User Security, see Section C.10.2.

### **C.4.1.4 Interface and Workstation Specifications**

The message switching system will communicate with the current system interfaces, computer-to-computer interfaces and the TLETS workstation software. While users remain on the current system, the Department requires the solution provide support for headers and message streams currently being submitted to the TLETS switch. Appendix A describes the headers that are used in the current system. Appendix B describes the message streams that are supported by the current system.

#### **C.4.1.4.1 System Interfaces**

TLETS supports system interface protocols as dictated by the owner of the data and currently exchanges information using web services, TCP/IP socket protocols, CICS Transaction Gateway, and FTP.

- A. The Department has T1 circuits dedicated for communications with NCIC. Current communication uses standard NCIC TCP/IP protocol.
- B. The Department has T1 circuits dedicated for communications with Nlets. Current communication uses an Nlets web service.
- C. The Department has a T1 circuit dedicated for communications with the Texas Department of Motor Vehicles' (TXDMV) mainframe. Current communication uses CICS Transaction Gateway, but could potentially change to TCP/IP.
- D. The Department has a T1 circuit dedicated for communications with the Texas Department of Criminal Justice's (TDCJ) mainframe. Current communication with TDCJ's Corrections Tracking System uses FTP.
- E. The Department has a 512K PVC dedicated for communications with the Texas Department of State Health Services (TXDSHS). Current communication uses synchronous & transient web services.
- F. The Department has a T1 circuit dedicated for communications with the Texas Department of Insurance (TDI). Current communication uses bi-directional socket protocol based on the Nlets Socket protocol.
- G. The Department has a T1 circuit dedicated for communications with the Texas Parks and Wildlife Department (TPWD). Current communication uses synchronous & transient web services.

- H. The Department communicates with the Department Driver License Application using a bi-directional web service interface.
- I. The Department communicates with the Department Texas Crime Information Center (TCIC) mainframe application using a bi-directional socket protocol based on the Nlets Socket protocol.
- J. The Department communicates with the Department Computerized Criminal History (CCH) identification mainframe application using a bi-directional socket protocol based on the Nlets Socket protocol.
- K. The Department is in the process of adding a Representational State Transfer web service for the Department CCH rap sheet processing only.
- L. The Department is in the process of adding a Representational State Transfer (REST) web service to communicate with the Department License Plate Reader application.
- M. TLETS supports a batch interface that processes data from text files. This interface and process provides a means by which those files, formatted in a specific manner, can be obtained and processed.

The Contractor shall deliver and ensure the System that will adhere to the following:

- A. The switch will communicate with:
  1. NCIC using TCP/IP as specified by NCIC;
  2. Nlets using web services as specified by Nlets;
  3. The TXDMV mainframe system using CICS Transaction Gateway and that it will be able to support a future protocol agreed upon between the Department and TXDMV;
  4. The TDCJ system using FTP;
  5. The TXDSHS system using web services;
  6. The TDI system using a bi-directional socket protocol;
  7. The TPWD system using web services;
  8. The Department's Driver License system using a bi-directional web service;
  9. The Department's TCIC system using a bi-directional socket protocol;
  10. The Department's CCH identification system using a bi-directional socket protocol;
  11. The Department's CCH rap sheet system a REST web service; and
  12. The Department's LPR system using a REST web service.
- B. The switch will support a batch interface process.

#### **C.4.1.4.2 Computer-to-Computer Interfaces and Workstation Software**

The current computer-to-computer interface systems and workstation client software utilize the DMPP-2020<sup>®</sup> and supplemental DSEO-2020<sup>®</sup> protocols as described in Exhibits J.8 through J.11, supporting XML and text-based formats as well as images. The computer-to-computer interface systems and the TLETS workstations will be authenticated for connectivity to the switch.

The Contractor shall support the current computer-to-computer interface and workstation client protocols.

The Contractor shall follow the message processing specification that is supported by the message switch. The message processing specification will:

- A. be non-proprietary and provide the Department with full distribution rights;
- B. support the delivery of solicited and unsolicited messages to the interface; and
- C. perform any “keep alive” functions at the application layer of the protocol.

The System will include a utility program to simulate a remote computer-to-computer interface from a local device. This utility program will support XML and text-based formats as well as images. All source code for the utility will be provided to the Department as part of this requirement.

#### **C.4.1.5 Messaging**

TLETS supports over 600 different message types using numerous message exchange protocols. XML data, text-based data, as well as images, are passed through the System. In some cases the TLETS brokering system performs transformation services to provide the information to the end user in a usable format. TLETS will often spawn off requests to multiple data sources from a single request.

There are five fundamental types of messages that enter the TLETS system:

- A. requests for information from a data source;
- B. administrative messages;
- C. responses from a data source;
- D. broadcast messages; and
- E. status messages from NCIC and III.

The System will:

- A. Support the five types of messages;
- B. Support the transactions / message streams listed in Appendix B;
- C. Provide content editing on request messages prior to submission to the external system;
- D. Prefix administrative messages with data indicating the originator and the destinations of the message;
- E. Provide the ability to scan messages for content and initiate a notification message to a specific device or user when a message containing that content is detected;
- F. Detect when an NCIC entry has been attempted on a mirrored transaction and provide the ability to spawn either the TIC/NIC message to TCIC or an error message to a predefined location; and
- G. Include narrative on options for spawning mirrored transactions to minimize the impact on the System interfaces as outlined in Appendix A.

Scanning messages for content will be flexible enough so that scanning can be restricted to certain fields within certain message types and a notification message can be established on a case-by-case basis. The System, at minimum, will have the following features as part of this process:

- A. Ability to create and modify a custom notification message for all entries in the table;
- B. Ability to create a custom notification message for a specific entry in the table;
- C. Ability to create temporary lists for notifications for a specific entry in the table;

- D. Ability to include a description, the requestor and Days-to-Live for every entry in the table;
- E. Automatically remove entries from the table upon expiration; and
- F. Send notifications to a specified device(s) detailing upcoming record expirations.

Solicited responses will be routed back to the originating device. Unsolicited messages will be routed to the ORI. The Contractor shall follow the message routing process to individual users and/or devices.

The switch will provide for configuration so that it will react to the system status administrative messages from NCIC. These messages are described in detail in Topic 2.9 in the Introduction Section of the NCIC 2000 Operating Manual. The switch's reaction is dependent on the particular status message. For example, TLETS will transmit only query messages to TCIC when a "\$.1." message is received. The "\$.1." message indicates NCIC is unable to process messages.

#### **C.4.1.6 Message Priorities and Queues**

For the purposes of this subsection, the terms "addressable unit" and "node" are interchangeable. It is assumed each addressable unit in the network will have a unique queue.

By virtue of being a store and forward message switch, the System will maintain queues to destinations to ensure guaranteed message delivery. End users and computer-to-computer interfaces will receive solicited and unsolicited messages. The switch will detect when an addressable unit is unavailable before initiating transmission to that node. The Contractor shall follow the requirements for the addressable unit, including but not limited to, assigning queues to both computer-to-computer interfaces and browser-based application end users.

The System will incorporate error handling with regards to message delivery:

- A. In the event a communications failure occurs on the network, the System will provide a queue to the node. When the node becomes available, the System will initiate transmission to that node automatically.
- B. In the event of a system outage, the System will recover any messages that have not been delivered and place them in the appropriate queue.

The following requirements will be incorporated into queues:

- A. All messages that traverse the System will be assigned a priority.
- B. Messages will be added to a destination queue by message priority first and then in the order they are received.
- C. The Department will assign thresholds to a queue. The queue threshold will allow a queue to retain only a maximum number of messages. Disposition of messages that cannot be queued will be determined by message type and/or originator.
- D. System interfaces cannot accept returned messages. Special handling functions will be supplied for these types of queues.
- E. Some messages may be persistent. A persistent message will be queued regardless of the threshold and will never be removed from the queue until successful delivery. Generally, this priority will be assigned to NCIC and III status messages.

- F. Queues will be configurable without re-programming for both queue threshold and special handling queues.
- G. Priority and persistence attributes will be configurable without re-programming.

#### **C.4.1.7 Group Broadcast**

The System will support broadcast codes. The message switch will spawn outbound messages from a single inbound request to multiple destinations for group broadcast. Broadcast codes will contain one or more routable destinations. A routable destination can be a member of multiple broadcast groups. If a message is addressed to multiple broadcast codes and a destination exists in more than one broadcast group, the destination will only receive one copy of the message.

The System will restrict the use of some broadcast codes. The ability to assign a priority to a broadcast code will be available, but only to specific authorized individuals. Users shall have the ability to view the destinations included in any broadcast code they are authorized to use.

Broadcast groups will be used to disseminate the weather messages received from the National Weather Service (NWS) via Nlets.

The System will support broadcast messages based on distance.

#### **C.4.1.8 Logs and Reports**

Log search and reporting activities will be restricted to authorized users.

##### **C.4.1.8.1 Operational and Error Logs**

Operational logs will maintain a history of operational and configuration activity. Log entries will be time-stamped, record credentials associated with the log entry, and contain a description of the activity performed. The Department shall be able to select which entries will be logged from a list of possible log entry types. A utility will be provided to allow Department staff the ability to search the log. Examples of operational / error log entries are:

- A. Every attempt to deliver a message has been made, but the message is ultimately deemed undeliverable.
- B. Receipt of message that is formatted incorrectly.
- C. Loss of communication with a system interface.
- D. Re-instatement of communication with a system interface.
- E. Security breaches.
- F. Reaction to system status administrative messages from NCIC.
- G. Unsuccessful logon attempts by end users.

##### **C.4.1.8.2 Message Logs**

TLETS maintains logs of all inbound and outbound transactions. The Department requires TLETS messages be logged, with the expectation that Department personnel shall be able to access log data in near real-time. The log entry will contain the source credentials, the destination credentials, the contents of the message, delivery confirmation, and a timestamp. A utility will be supplied to search the logs.

The utility will:

- A. Allow the Department to search logged messages by any combination of source credentials, destination credentials, ORI, specific fields, timestamp, and free text;
- B. Support the use of the Boolean operators AND, OR, and NOT;
- C. Search the AKA fields when searching a name field;
- D. Allow for the use of wildcard symbols in the search algorithm;
- E. Provide a string search capability;
- F. Have flexibility in changing the sort order of search results;
- G. Be able to match inbound messages for a data source to subsequent response(s);
- H. Create a report that can be printed and copied electronically to various selectable formats as per the Reporting section below;
- I. Be restricted to authorized users.

The System will possess the following requirements:

- A. Logs be transferred to an RDS;
- B. Messages be archived to electronic media with a minimum of 12 months available online;
- C. Utilities to access archived data be supplied; and
- D. The archiving process be scheduled and require minimal human intervention.

#### **C.4.1.8.3 Statistical Logs**

The Department does not require a separate log for statistical information. The System will provide the Department with the ability to:

- A. Collect statistical information from the System;
- B. Extract statistical information for export to other applications;
- C. Report on the number of agencies, devices, ORIs, and usernames defined to the System;
- D. Report on the user access authority;
- E. Report on the number of inbound and outbound messages exchanged with each System interface;
- F. Report on the number of inbound and outbound messages by any combination of transaction code, agency, device, ORI, and username over a configurable period of time;
- G. Report on the number of group broadcast messages that are initiated;
- H. Report on the number of messages spawned from group broadcast messages;
- I. Report on the percentage of System availability time; and
- J. Report on the percentage of time System interfaces are available.

#### **C.4.1.8.4 Reporting**

Reports will be available for all logs. Reports generated from these logs will be:

- A. Printable;

- B. Viewable;
- C. Savable; and
- D. Exportable.

All reports will be dated, have page numbers, and be marked with the requestor's credentials. The reporting utility will allow the requestor to print only a specified portion of the report.

All reports will include a Department defined header and footer that can be modified by Department personnel. The Department shall have the ability to create reports in various formats. PDF, HTML, Microsoft Word, Microsoft Excel, and Text formats at minimum are required. Any utilities required to convert files will be supplied as a deliverable under this Contract. The System will allow report processes to be scheduled.

#### **C.4.1.9 Operational Functions**

##### **C.4.1.9.1 Operational Software Requirements**

The System will provide software that will allow Department personnel to control the message switch. Operational software will provide System monitor functions, troubleshooting and diagnostic capabilities, as well as queue management functions. Online help will be available in any operational software.

Operational functions will be allowed or restricted based on user authentication and authorization level. The Department requires support for at least 45 operators with a minimum of 30 concurrent connections.

##### **C.4.1.9.2 System Data Integrity and Ease of Access**

The System will allow:

- A. A single point of entry and single point of access, where possible, to maintain integrity of the data and streamline Department business processes;
- B. A single point for configuration of devices, users, message formats, forms and NCIC codes;
- C. Administrators to add, modify and delete System resources globally assuring the accuracy and consistency of data over its entire life-cycle;
- D. Concurrent application sessions with the Production, Test and Development systems; and
- E. Administrators to generate documentation for message stream formats required to exchange information with TLETS to provide to TLETS member agencies for computer-to-computer interface systems.

##### **C.4.1.9.3 System Monitor Functions**

The System will provide a monitor. The monitor will provide audio (at the discretion of the operator) and visual notification when an incident occurs. Examples of incidents that warrant notification are:

- A. Loss of communication to a System interface;
- B. A queue threshold has been exceeded;

- C. System faults;
- D. Network faults;
- E. Security breaches;
- F. Response time from a System interface exceeds a pre-established norm;
- G. Inactivity on a System interface exceeds a pre-established value; or
- H. A transparent “failover” from the production system to the backup system has occurred.

#### **C.4.1.9.4 Troubleshooting and Diagnostic capabilities**

The Department shall have the ability to diagnose and troubleshoot all potential points of failure in the System. The System will provide the System operator with the ability to:

- A. Display messages near real-time, both inbound and outbound;
- B. Display any user profile;
- C. Change the destination (reroute) of one or more outbound messages;
- D. Determine if messages have been rerouted;
- E. Determine which system is currently functioning, production or backup;
- F. Intervene on the System status in the event an NCIC status message is not received or processed;
- G. Designate a destination as unavailable thereby enabling automatic rerouting of messages; and
- H. Trigger a queue into initiating transmission when communication is restored and queue depletion does not start automatically.

#### **C.4.1.9.5 Queue Management Functions**

The operator shall be able to manipulate queues as follows:

- A. Delete an entire queue;
- B. Delete a single message at any position in any queue;
- C. Change the order of delivery of a message in any queue;
- D. View all messages in queue to a destination;
- E. Move a message from one queue to another queue;
- F. Copy a message from one queue to another queue; and
- G. View recently delivered messages.

### **C.4.2 User Interface**

#### **C.4.2.1 Browser-based application**

The System will include a browser-based application. The browser-based application will provide a graphical user interface (GUI). Member agencies have a wide variety of equipment. The Contractor shall be cognizant of this philosophy. The Department does not intend to unnecessarily restrict member agencies in their choice of computing platforms.

The Department shall have ownership or a perpetual unrestricted license for this application with no limitations on the number of concurrent users. The Department shall have the right to distribute the browser-based application to any user approved by the Department. Additional costs will not be incurred by the Department or the end user for use of the browser-based application.

Any software required for mobile devices will be available from the Department hosted server. Mobile device software will be compatible with Mobile Device Management software distribution tools as required by the CJIS Security Policy.

The browser-based application will provide the ability to:

- A. Prepare messages for transmission;
- B. Transmit messages;
- C. Receive solicited responses;
- D. Receive unsolicited administrative messages; and
- E. Process messages received.

A single browser-based application will be maintained and distributed from a central location through the TLETS network.

At minimum, the application will detect a need for updates at user logon. Updates are defined as a change in the application, the edit rules, or the code tables. Only the portion of the application that has changed will be transmitted to the end user across the network.

The GUI will follow (at a minimum) the following user interface standards:

- A. Keyboard function keys and accelerator keys will be available to the end user. Their behavior will be consistent across the application.
- B. Ability to run components on multiple monitors simultaneously.
- C. Tab order on the user screen will follow a consistent flow.
- D. Data entry fields will be the same height.
- E. The end user shall be able to edit the contents in a data entry field. Arrow keys, the DEL key, Insert/Overstrike toggle, etc. will be functional so the user does not have to retype the entire contents of the field.
- F. Controls on each line of the data entry screen will line up horizontally.
- G. Drop-down or pop-up lists will be used where code tables can be easily applied. No horizontal scrolling will be used in drop-down lists. If the choices in the list are wider than the control, the drop-down portion of the list can be wider than the control. Vertical scrolling will be used in drop-down lists when there are more than 8 choices available. Lists will use auto-complete functionality or be searchable with keystrokes. Specify whether the System uses drop-down or pop-up lists, and provide alternatives for controlling the order of the members in the lists.
- H. Users shall be able to distinguish mandatory fields from non-mandatory fields with visual clues other than color. Conditionally mandatory fields will be distinguishable when they become mandatory.
- I. Allow users to use standard cut, copy and paste capabilities (menu options, icons, CTRL-V, CTRL-C, CTRL-X, as well as right mouse menu functions).
- J. The users shall be able to perform all functions without the use of the mouse.

- K. Date fields will allow users to input date information in MM/DD/YYYY format.

Message format screens will be accessible instantaneously by one or more of the following:

- A. Command line;
- B. Tool button;
- C. Menu bar;
- D. Function key;
- E. Hot spot;
- F. Links;
- G. Accelerator keys; or
- H. Keyword search.

The message formats will be grouped logically. The Contractor shall follow the requirements for organizing the format screens found Appendix B.

The browser-based application will provide online help. The Department shall be able to update the online help independently. Utilities required to create and maintain online help will be included in the System. Online help functions will be available at message level and field level.

#### **C.4.2.2 Edit Validation**

The browser-based application will perform initial edit checks before transmission across the network. Editing rules will be from the same source as the editing rules used by the message switch.

These are the types of field level editing rules the Department shall be able to apply:

- A. Numeric, alphabetic or alphanumeric;
- B. Range of values;
- C. Inclusion and exclusion list;
- D. Mandatory or non-mandatory;
- E. Relational field edits;
- F. Edit masks;
- G. Definable default values; and
- H. More complex validation routines

The System will incorporate the following:

- A. Non-intrusive error messages will be displayed when errors are detected while the users are filling out the form. User input will not be required until the user submits the transaction.
- B. When the user submits a message containing errors, invalid data elements will be distinguished and the cursor moved to the first field containing an error. The users shall be able to alter the identified errors without re-keying the entire screen or field.
- C. A specific authorization level will be available to allow override of a validation error.

### **C.4.2.3 Administrative Messages**

There are some specific needs a user has when creating administrative messages:

- A. Users shall be able to perform a search on routing information using various criteria such as agency name, user name, device name, and ORI.
- B. User shall be able to attach a file or image to the message and send to an image capable device.
- C. Users shall have the ability to save administrative message templates for frequently used message formats.
- D. The users shall be able to select intrastate destinations from a drop-down list.
- E. Users shall have the ability to perform spell check on a message before it is sent.

### **C.4.2.4 Message Reception**

The end user shall have various options available to process solicited responses and unsolicited messages:

- A. A user shall be able to select messages from a list.
- B. Unread messages in the list will be distinguishable from read messages.
- C. Key components of the message will be displayed in the list.
- D. A user shall be notified when a high priority message arrives by audible tone and/or a visual indicator. These messages will be distinguishable from other messages in the list.
- E. A user shall be able to choose to route all incoming traffic to a printer automatically.
- F. A user shall be able to print individual messages after they are read.
- G. A user shall be able to redirect a message to local print, facsimile, or e-mail applications.
- H. A user with a specific authorization level shall be able to redirect messages to other users, group broadcast codes, or ORIs within TLETS.

The System will log messages at the remote device:

- A. The end user shall have the option to archive all inbound and/or outbound messages.
- B. The end user shall have the ability to search the archives by date-range or message content.
- C. Archives will be self-maintaining with user selectable options.

### **C.4.2.5 Additional Functionality**

The Web Server will allow the user to retrieve documentation such as the NLETS Users Guide, the TLETS Operating Manual, the NCIC 2000 Operating Manual, the NCIC 2000 Code Manual, and the CJIS Security Policy. The Department shall be able to make other documents available to the users as needed.

The browser-based application will supply functionality for Control Terminal Operators and Quality Control users. The Department shall be able to restrict any of these functions. Some of these

functions may be diverted to or shared with the switch component in solutions. The System will support:

- A. The ability to intercept messages, edit messages, and forward the edited messages to a destination;
- B. The ability to submit a driver's license query, receive the response, edit the response and forward the edited response to a destination;
- C. The ability to alter the priority of an administrative message before transmission;
- D. The ability to mark a message as persistent;
- E. The ability to create a cancellation message from the receipt of a \$.E. administrative message from NCIC so the return receipt is routed to a quality control terminal and submitted to the TCIC database;
- F. The ability to alter the destination of a message after a message has already been placed in a queue;
- G. The ability to create a quality control message from the response to a query;
- H. The ability to generate hit confirmation compliance messages automatically when a second or third hit confirmation request has been detected; and
- I. Automation of the stolen or recovered vehicles add and lift process. The user submits a query on a LIC or a VIN to both TCIC and MVD. Depending on the results of the queries, an administrative message will be created and addressed to a designated device in the TLETS network informing them to add or remove a stolen flag on the vehicle registration. The operator shall have the ability to edit the contents of the message before transmitting.

### **C.4.3 Training and Certification System**

The Department is required to restrict access to NCIC's information to trained operators as described in Topic 3.1 of the Introduction Section of the NCIC 2000 Operating Manual. The Department mandates at least one certified TLETS operator be on duty at a member agency. The Department currently has a training and certification program in place to enforce these requirements. The TCIC Training Policy and the Department Training Guidelines are located in Exhibit J.4.

#### **C.4.3.1 User Training**

The System will possess an automated system that can enhance the current training program. The automated system will interact with the authorization tables referenced in Section C.4.1.3. The Department currently stores the training and certification data in a SQL database. The Department will require migration of this data to the new System. The Department currently offers both Computer Based Training (CBT) and instructor led classroom training. The System will allow for the manual entry of the instructor led classroom training information.

##### **C.4.3.1.1 Computer Based Training**

The Department requires the System to provide for CBT. The Department shall have the ability to provide different CBT curriculums based on the needs of the trainee. Utilities required to create and maintain the curriculum will be included as part of the System. The Department shall be able to revise the curriculum.

#### **C.4.3.1.2 Instructor Led Classroom Training**

The System will allow entry of instructor led classroom training information and test scores with automatic updating of user profile based on the successful completion of classroom training. The System will, at a minimum, meet the requirements outlined in Appendix A and be customized based on the Department's requirements and needs.

#### **C.4.3.2 Testing and Certification**

As described in the TCIC Training Policy (see Appendix C), the Department provides testing for the following classifications including but not limited to full access operators, less than full access operators, peace officers, criminal justice practitioners, agency administrators, associate trainers, and terminal agency coordinators (TACs). Additionally, some classifications require periodic re-testing. The System will have the ability to provide the variety of online tests required for the different kinds of certification.

The Department shall be able to:

- A. Place an optional time limit on tests;
- B. Configure the time limit;
- C. Create and alter test questions;
- D. Create tests so questions may be selected from a pool; and
- E. Designate some questions as mandatory, forcing some questions to be on every test.

The System shall:

- A. Maintain a history of certification activity;
- B. Support fill-in-the-blank, multiple choice and true/false questions;
- C. Grade tests and record the test incident, including the score;
- D. Provide the student with the results of the test;
- E. Provide students who pass a test with a printable certificate marked with the expiration date;
- F. Prevent students whose certification has expired from executing transactions specific to that certification;
- G. Allow authorized Department users to override the authorization process to allow students to perform their responsibilities without certification;
- H. Allow authorized Department users to revoke certification;
- I. Notify Department training coordinators when a student fails a test;
- J. Create form letters addressed to the student's employer when a student fails a test or when a student's certification is about to expire;
- K. Prevent students from retaking a failed certification level for a period of time; and
- L. Ensure the time lapse for test failure is a configurable parameter that can be altered by the Department.

Utilities required to create and maintain test questions will be included as part of the System.

### **C.4.3.3 Reporting and Notification**

When a user's certification is about to expire, the user will be notified. The notification will:

- A. Occur upon user logon to the TLETS System;
- B. Occur when certification is due to expire within the next 30 days; and
- C. Inform the user how much time is left until his or her certification expires.

The System shall provide the following reports:

- A. A list of users whose certification has expired;
- B. A list of users whose certification will expire by a certain date;
- C. A list of certified users;
- D. Statistical information on test questions such as the frequency of being answered correctly; and
- E. The lists that are outlined in the instructor led classroom training section of Appendix A.

The Department shall have the ability to sort or group user reports by selectable data elements.

## **C.5 MAINTENANCE AND SUPPORT**

### **C.5.1 Contractor Hosted COTS Software Services**

The Contractor shall provide COTS Software that includes but not 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 C.10.1, Cloud Security.

### **C.5.2 Department Hosted COTS Software**

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

- A. Support for the COTS Software to include software changes that the Contractor develops for the Department under this Contract will be managed through the Service Level Agreement.
- 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 the Service Level Agreement.
- 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.5.3 Hardware Maintenance**

- 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 employees prior to unscheduled maintenance where possible including length of anticipated downtime plus the description or purpose of unscheduled maintenance.

### **C.5.4 Software Maintenance**

The Contractor shall:

- A. Maintain and support all software licenses that provide Systems 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. Updates to manuals resulting from Systems software updates will be supplied to the Department free of charge.
- C. Provide periodic software updates that will incorporate (i) corrections of any defects, and (ii) Contractor-initiated enhancements to the software with prior written approval from the Department's Project Manager or assigned designee.
- D. Manage support for the Software (to include software changes the Contractor develops for the Department under this Contract) through the Service Level Agreement.

### **C.5.5 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 systems in proper operating condition, with it being understood such Services are to include both hardware and software. 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 System component. This schedule will be oriented around periods when the systems are expected to have the lightest use.

The Contractor shall:

- A. Perform preventive cleaning of the System hardware in accordance with written instructions prepared by Contractor and approved by the Department. Preventive cleaning will be incorporated in the maintenance schedule.
- B. Provide an advance notice reminder to the Department's Project Manager or assigned designee at least five (5) business days prior to scheduled preventive maintenance activities for those activities that impact Systems operation.
- C. Provide the Department's Project Manager or designee with email or phone notice of unscheduled preventive maintenance activities and receive approval from the Department prior to Services being rendered.

- D. Provide installation of patches and upgrades of all application and operating System software associated with the System, with written preauthorization of the Department to keep current with FBI CJIS standards.
- E. Install, without charge during Principal Period of Maintenance, all mandatory changes with written preauthorization from the Department.

### **C.5.6 Remedial Maintenance**

Remedial Maintenance will be defined as maintenance performed during the Period of Maintenance Coverage by the Contractor which results from Systems or System component failure and which is performed as required, on an unscheduled basis.

The Contractor shall:

- A. Provide the Department's Project Manager or designee with email or phone notice of unscheduled remedial maintenance activities and receive an approval from the Department prior to Services being rendered.
- B. Replace faulty, malfunctioning, or end-of-life Systems hardware and software to maintain the current level of Systems functionality and operational effectiveness.
- C. Provide and install replacement parts for worn or defective parts at no additional cost to the Department. Provide replacement parts which will be either new parts or parts equivalent in performance to new parts when used with the Systems in accordance with Section B.1.2.D.

### **C.5.7 Enhancement Services**

Enhancement services will be defined as maintenance performed by the Contractor outside the scope of Preventive or Remedial Maintenance. Enhancement Service activities will include but not be limited to customization, enhancements or other related services.

The Contractor shall:

- A. Perform enhancements 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 a Contract modification issued by the Department.
  - 1. Provide Enhancement services that are estimated to exceed three (3) hours by the issuance of a Change Order Request utilizing the Labor Pricing Schedule (fixed hourly rate) Section B.2.3.A, and Products, Section B.2.3.B.
  - 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 Contract Monitor, the Change Order Request will be forwarded to the Contract Administrator for approval and issuance. The Contract Administrator will not approve and issue the Change Order Request until such time as all appropriate

Department signatories have reviewed and approved the Change Order request. No Services will be rendered until the Contractor receives an approved Change Order Request from the Contract Administrator with all appropriate Department signatures.

4. Ensure all Services are within scope of the Contract and have been requested at the sole discretion of the Department.
  5. Abide by the terms and conditions within the Contract and not add any contractual terms and conditions to the Change Order Request.
- 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 Systems; 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.

#### **C.5.8 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 Division Contract Monitor to the Contractor's PM and Department PM.
- D. Any administrative or substantive requirement changes to this SOW 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.

### **C.6 SERVICE LEVEL STANDARDS**

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

#### **C.6.1 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 System is expected to have the lightest use.

#### **C.6.2 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 email accessibility to the Department for the System, 24 hours a day, 7 days a week and 365 days a year.

- A. The Contractor shall provide System training to include but may not be limited to:
  - 1. System configuration;
  - 2. Record maintenance methodologies or practices;
  - 3. System navigation;
  - 4. Data query or export procedures;
  - 5. Search criteria, best practices, parameters, etc.; and
  - 6. Troubleshooting guidelines for System hardware, System software, network, etc.
- B. System support for the Department excludes responsibilities such as:
  - 1. Record content;
  - 2. Record quality;
  - 3. Record interpretation;
  - 4. Non-System software owned, purchased, installed, developed or utilized by the Department or the Department's hardware; and
  - 5. The Departments/User's ISP or other internal method of access.

### C.6.3 Service Level Standards

The Contractor shall:

- A. Utilize a Department-approved "incident ticket process" for all issues requiring maintenance to the System.
- B. Assign a severity level to each incident ticket. The Department reserves the right to adjust the assigned severity level for each incident ticket.
- C. Identify, verify, report, and resolve problems associated with software licensed to the Department in order to maintain System functionality and operational effectiveness.
- D. Mean Time to Resolution (MTR):
  - 1. Contractor shall report all issues encountered to the Department's Project Manager or designee by phone (person to person contact required) within fifteen (15) minutes of identification. The Contractor shall provide notification to the Department's Project Manager or designee, of the status of incident issues with a response time of no more than two (2) hours after each incident is reported.
  - 2. Upon verbal or written notification of an issue, the Contractor shall provide the following MTR's for defect resolution:
    - a. Critical/blocker: System is down and non-usable (Severity 1); fix and deliver in 4 hours or less.
    - b. High: System is functional but suffering significant operational impact (Severity 2); fix and deliver in 24 hours or less.
    - c. Medium: System is functional, some impact to operations (Severity 3); fix and deliver in 72 hours 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 Project Manager or designee to proceed beyond the fix and deliver specified hours or days.

#### C.6.4 System Performance

##### A. Basic Requirements

The Contractor shall maintain optimal 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 the 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 as stated in accordance with Section H.3, Further Opportunity to Cure, of this Contract.
3. Continuing Remedy: The Department may exercise Contract remedies, which may include termination as stated in accordance with Section H.4, Termination, of this Contract.

##### B. System Availability

It is the intention of the Department to provide end users with uninterrupted service. It is understood there may be an occasional need for complete System outages in order to perform System maintenance. Routine backups will not cause a total System outage. It is permissible to disallow use of some features during backups.

The System will be designed in such a way a total System outage will not occur for common changes.

The System will be able to:

1. Add, modify, and delete users dynamically;
2. Add, modify, and delete interfaces dynamically;
3. Add new and accept changes to existing message streams dynamically;
4. Accept new and delete broadcast codes dynamically;
5. Accept additions and deletions of entries in broadcast codes dynamically; and
6. Accept programming changes dynamically.

##### C. NCIC Requirements

As CSA for the State of Texas, the Department has entered into an agreement with NCIC. A portion of the agreement requires the Department meet the NCIC system availability and response time requirements as described in Topics 5.2 and 5.3 of the Introduction Section of the NCIC 2000 Operating Manual.

The Contractor shall accommodate a large number of Department users who receive communications service from the Department satellite network. Transmissions on the satellite network can introduce a delay of up to one-half second in each direction. At the present time, the majority of the computer-to-computer interfaces reside on the satellite network. The System will enable the Department to adhere to the NCIC requirements.

#### D. Rate of Calculation

The Contractor shall measure the rate of System performance by the amount of downtime during a calendar month. This metric gauges the System performance as a percentage of available hours tracked to the quarter of an hour (rounded). The rate of System performance will be measured and monitored as follows:

Available hours equal total number of hours in a month (24 hours x number of days in the month) minus the actual amount of time spent to the quarter of an hour for scheduled maintenance for the hosted application.

Downtime is the total number of hours (rounded to the quarter hour) during which the solution is not in operation.

System Performance Rate equals available hours Downtime divided by available hours.

Example for the month of January:

Available time per month was 744 hours (31 days X 24 hours)

Downtime per month was 3.75 hours (start 1:00 am - end 4:40 am)

$744.00 - 15 = 729$

$729 \div 744 = 98\%$

#### E. 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 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

### C.6.5 Data Backups

The Contractor or System shall perform backups on all 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 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 System is expected to have the lightest use.

### C.6.6 Recovery Points

- A. System crashes will be resolved within four (4) 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.6.7 Hardware and Software Refresh**

The Contractor shall provide hardware and software refresh plans to address end of support or end of life products. The plan will also address System and application patches and implementation methodology and schedule. Refresh of hardware and software will be at the sole discretion of the Department.

### **C.7 BUSINESS CONTINUITY**

The Contractor shall follow the disaster recovery plan to meet the specifications in the event service is interrupted. The plan details the Contractor's backup and recovery process.

### **C.8 TRAINING**

- A. The Contractor shall provide a detailed training plan within thirty (30) calendar days after contract award for the Department users to acquire the necessary skills and proficiencies. 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's Project Manager. The requirements of the training programs are as follows:
1. Train the Trainer:
    - a. The Train the Trainer training will be offered to selected Department users to acquire the necessary information, skills, and proficiencies of the Software and to allow those users to train other typical users how to use the Software 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 a minimum of eight (8) training sessions over the total potential contract term.
  2. Developer Training:
    - a. The developer training will be provided to select Department personnel who will be responsible for the daily operation and maintenance of the software.
    - b. The developer training will provide Department personnel with the skills needed to integrate new data into the software and to program the software to develop new capabilities.
    - c. The developer training will include knowledge and skills required to understand how the software architecture handles various data types, how the platform scales with users and data, and how the software features interact with the security model.
    - d. The developer training will include data integration training designed for Department personnel to be able to interface with internal and external data sources.
    - e. The developer training course will include overviews of the entity model, importing an SQL database, multi-level security related to data sources and analysis outcomes, and entity resolution.

- f. The developer training will include the use of APIs to perform common workspace tasks such as connecting to the software database programmatically, searching, creating entities, and deploying helper applications.
  - g. It is estimated that the Department will receive a minimum of no less than three (3) developer training sessions during each of the Base and Renewal periods.
- B. The Contractor's training programs will allow the Department and the Contractor to jointly alter the proportion of train the trainer, analyst, developer, and certified training programs 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's 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.
  - E. The Contractor shall make available to the Department video recorded training for each training program as a review/refresher resource for Department personnel who have already completed the live training.

## **C.9 TESTING, IMPLEMENTATION AND ACCEPTANCE**

### **C.9.1 Implementation and Acceptance**

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

Approval to Proceed with Full Implementation is based upon the following:

- A. The application will perform successfully under normal operating conditions.
- B. Successful completion and Department approval of System deliverables (as defined in the Project Plan) is required before full implementation is granted.

### **C.9.2 Unit Testing**

- A. The Contractor shall provide a listing of test cases based on the requirements of this solicitation, Change Order Request, the Implementation Plan, Project Plan and Schedule in direct coordination with the Department's Project Manager.
- B. The Contractor shall also provide the Department with the results of the listed Unit test cases as they are executed.
- C. Based on the outcome of successful unit testing, the Contractor shall advance to the next step of System Testing. Successful unit testing will be defined as 100% pass rate of all defined unit test cases. The Contractor shall perform Unit Testing in the Contractor Development environment.

### **C.9.3 System Testing**

- A. The Contractor shall provide documented test cases to the Department that will be performed during the Contractor System Testing to validate the successful migration, installation and integration of the software package before any System Testing begins.

- B. The Contractor shall be responsible for performing System Testing in the Contractor Test Environment and provide test results to the Department.
- C. The Contractor shall provide Release Notes and an Issues Log.
- D. The Contractor shall log all defects found during the System Testing in the incident ticket process.
- E. The Contractor shall investigate any defects and participate in Defect Triage meetings with the Department to determine defect outcome and resolution.
- F. The Contractor shall provide defect fixes in the timeframe as defined in the SLA.
- G. The Contractor shall demonstrate all components of the Application Software are performing as defined in the System test cases, including interfaces with other systems, the specified System Hardware, Operating Software and Network Environment.

#### **C.9.4 Performance/Load Testing**

- A. The Contractor shall provide documented test cases to the Department that will be performed during performance and load testing to validate the successful performance of the software package.
- B. The Contractor shall capture the average data throughput for the System and the maximum number of concurrent users before service degradation to ensure traffic does not have an adverse effect on the TLETS network and provide these results to the Department.
- C. The Contractor shall be responsible for conducting performance and load testing that will demonstrate its System is capable of meeting metrics as defined by the Department.
- D. The Contractor shall provide performance and load test results to the Department.
- E. Based on the outcome of successful performance and load testing, the Contractor shall advance to the next step of Integration Testing. Successful performance testing will be defined as 100% pass rate of all defined test cases. The Contractor shall perform all these tests in a production-like environment.

#### **C.9.5 Integration Testing**

- A. The Department shall perform System Integration Testing independently or jointly with the Contractor, following successful completion and documentation of the Contractor and Department System Testing.
- B. The Contractor shall provide assistance during the System Integration Testing process by making technical and Quality Assurance (QA) resources available that will answer questions and provide clarifications and/or fixes to any issues encountered during the System Integration Testing cycle. This support can be performed remotely or in person at the Department's facility. Remote support will consist of, but is not limited to, remote server control mechanisms, WebEx or equivalent review sessions, telephone conference calls and email exchanges. System Integration Testing will focus on the integration and interaction with other Department systems, external systems, or third party components and will be based on the Department requirements as well as the Contractor System Design Specification.
- C. The Contractor shall provide a User Acceptance Testing environment upon successful completion of Integration Testing.
- D. The Department shall log all defects found during the System Integration Testing in the incident ticket process.

- E. The Contractor shall investigate any defects and participate in Defect Triage meetings with the Department to determine defect outcome and resolution.
- F. The Contractor shall provide a documented response to the defect in the incident ticket process.
- G. The Contractor shall provide Release Notes and an Issues Log for each test iteration.
- H. The Contractor shall provide defect fixes in the timeframe as defined in the SLA.
- I. 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.
- J. 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.
- K. Integration testing will not be considered successful if outstanding Severity one (1), Severity two (2) or Severity three (3) defects pending resolution remain. Severity levels are based on the Department's defect tracking software (Severity one (1) Critical/Blocker; Severity two (2) High; Severity three (3) Medium).

#### **C.9.6 User Acceptance Testing (UAT)**

- A. Following successful completion of the Integration Testing, the Department shall coordinate and execute UAT in the Contractor's User Acceptance Testing (UAT) environment.
- B. UAT will be performed by the Department end users based on UAT test scripts created by.
- C. The Department shall notify the Contractor of any defects found during User Acceptance Testing of the System.
- D. The Contractor shall investigate any defects and participate in Defect Triage meetings with the Department to determine outcome and resolution.
- E. The Contractor shall respond with the details of the findings within two (2) business days of notice of any suspected defects by documenting the response in the incident ticket process. The Contractor shall describe the nature of any defects reported and any corrective action taken in the response. The modifications will operate defect free as a complete system for a minimum of seventy-two (72) continuous hours during the thirty (30) day review period.
- F. If the number of defect failures prevents all systems from operating as described above, the Department may reject the entire final software package.

#### **C.9.7 Final Acceptance**

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

The Contractor and the Department shall mutually agree to re-test as stated in Section C.9.8, Failure Resolution, below as determined by the environment where the issue is to be addressed. If the System downtime exceeds seventy-two (72) hours or System has not operated for thirty (30) consecutive days free of defects within the ninety (90) calendar 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. The Department's Contract Monitor or assigned designee will

determine all phases of this Contract have been completed as required by this Contract. The Department's Project Manager or assigned designee will issue a written release at that time signifying completion and acceptance, Referencing Exhibit J.12, Final Acceptance Document. (Reference Section G.3.1 for Billing and Payment).

### **C.9.8 Failure Resolution**

Upon failure of any test within the control of the Contractor, the Contractor shall submit a report, within ten (10) business days, describing the nature of the failure and the actions to be taken to remedy the situation prior to any modification or replacement of the System. The Department shall provide written approval or denial within five (5) business days. If a System requires modification, the fault shall be corrected by the Contractor at no additional cost and the test repeated until successfully completed.

- A. Major discrepancies that will substantially delay receipt and acceptance of the System will be sufficient cause for rejection of the System. Failure to satisfy the requirements of any test is considered a defect and the System will be subject to rejection by the Department. Any rejected software package may be offered again for retest provided all noncompliance has been corrected.
- B. If the software package fails the System Integration Test, the Contractor shall correct the fault and the Department will repeat the Systems Integration Test until successfully completed.
- C. If a defect within the System is detected during the User Acceptance Test, the Department shall document the failure. The Contractor shall research, document and correct the source of failure. Once corrective measures are taken, the Department shall monitor the point of failure until a consecutive fifteen (15) calendar day period free of defects is achieved.

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

### **C.10.1 Cloud Security**

The Contractor shall comply with the current Cloud Security Alliance's (CSA) Cloud Control Matrix (CCM) security requirements (See Exhibit J.17) for the Contractor-hosted Services or applications that are included as part of TLETS. Information pertaining to CSA <https://cloudsecurityalliance.org/> and CCM information may be found at <https://cloudsecurityalliance.org/research/ccm/>.

### **C.10.2 User Security**

The browser-based application will provide for user logon. The password will not be readable on the user screen. Additionally, the user software will support an accelerator key that will allow the user to blank the screen immediately while on any screen in the application.

The System will provide password oversight functionality:

- A. Users shall be required to change passwords periodically. The Department prefers the password lifecycle be a configurable parameter.
- B. Users shall be able to set up security questions and answers and reset their own passwords from the logon screen of the application.
- C. The System will include an automatic logoff feature. The Department requires the automatic logoff be a configurable parameter that represents an amount of time.

- D. The System will enforce password edit rules. It is recommended the password edit rule be enforced with an edit validation routine that can be altered easily by Department staff.
- E. The System will disable a username after no more than five (5) consecutive failed logon attempts and automatically lock the user account for a ten (10) minute time period unless released by a System Administrator.
- F. The System will support username suspension. The System will have the capability to prevent a user from accessing the System when the user has not logged on for a period of time. The Department also requests that the proposed System also allow for username suspension be a configurable parameter, that represents an amount of time, as set by the Department's System Administrators, as required.

The System will provide the following user security standards:

- A. The ability to establish and administer user accounts in accordance with role-based scheme and to track and monitor role assignments.
- B. Automated logging of account creations, modifications, disabling and termination actions with reporting capabilities.
- C. The ability to restrict the number of multiple concurrent active sessions for one user identification, based upon operational business needs.
- D. Enforce a limit of no more than five (5) consecutive invalid access attempts by a user and automatically lock the account for a ten (10) minute time period unless released by the an administrator.
- E. Prevent further access to the System by initiating a session lock after a configurable period of time, and the session lock will remain in effect until the user reestablishes access using appropriate identification and authentication procedures.
- F. Ensure all users will be uniquely identified.
- G. 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 eight characters and a maximum of fifteen characters;
  - 2. Be case sensitive;
  - 3. Not be a dictionary word or proper name;
  - 4. Not be the same as the User ID;
  - 5. Expire within a maximum of ninety (90) calendar days;
  - 6. Not be identical to the previous ten (10) passwords;
  - 7. Not be transmitted in the clear text outside the secure location;
  - 8. Not be displayed in clear text when entered; and
  - 9. Never be displayed in clear text on the screen.

### **C.10.3 System Security**

The Department shall adhere to Nlets guidelines, the CJIS Security Policy, and directives from the Department Information Technology Division. User authentication and authorization will be a shared function between the switch and the browser-based application. The Department requires authentication and authorization interact with training and certification so member agencies and users are in compliance with policy.

The Contractor will provide the following System security functionality:

- A. Provide audit logs that enable tracking of activities taking place on the System.
- B. Audit logs will track successful and unsuccessful System log-on attempts.
- C. Audit logs will track successful and unsuccessful attempts to access, create, write, delete or change permission on a user account, file, directory or other System resource.
- D. Audit logs will track successful and unsuccessful attempts to change account passwords.
- E. Audit logs will track successful and unsuccessful actions by privileged accounts.
- F. Audit logs will track successful and unsuccessful attempts for users to access, modify, or destroy the audit log.
- G. Use of the System indicates consent to monitoring and recording
- H. 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. Source IP address;
  - 4. Type of event;
  - 5. User/subject identity; and
  - 6. Outcome (success or failure) of the event.
- I. 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.
- J. Undergo vulnerability scan/penetration testing conducted by the Department or the Texas Department of Information Resources (DIR). The Contractor shall remediate legitimate vulnerabilities and System/application will not be accepted until all vulnerability issues are resolved at no additional cost to the Department.
- K. Notifications 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 shall be monitored, recorded and subject to audit;
  - 3. Unauthorized use of the System is prohibited and subject to criminal and civil penalties; and
  - 4. A description of the authorized use of the System.
- L. The Contractor shall implement and use management/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 which identify vulnerabilities and apply security patches.
- M. The Contractor shall establish and maintain a continuous security program as part of the System. 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 System, 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 continued effectiveness. The Contractor shall review and adjust the security program in light of any assessed risks at no additional cost to the Department.
- N. The Contractor shall implement network-based or host-based intrusion detection tools.
- O. The Contractor shall, in addition:
1. Monitor inbound and outbound communications for unusual or unauthorized activities; and
  2. Send individual intrusion detection logs to a central logging facility where correlation and analysis will be accomplished as a System wide intrusion detection effort.
- P. The Contractor shall employ automated tools to support near-real-time analysis of events in support of detecting System level attacks.

#### **C.10.4 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 the information system resides;
- C. The Contractor shall verify individual access authorizations before granting access to the facility containing the information system;
- D. The Contractor shall control entry to the facility containing the information system using physical access devices and guards; and
- E. The Contractor shall change combinations and keys when keys are lost, combinations are compromised, or individuals are transferred or terminated.
- F. The Department and the Contractor shall collaborate on security monitoring and incident response, define points of contact on both sides, establish monitoring and response procedures, set escalation thresholds, and conduct training. The Contractor shall, at the request of the Department or, in the absence of any request from the Department, at least quarterly, provide the department with a report of the incidents that it has identified and taken measures to resolve.

#### **C.10.5 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 (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 will protect against an employee falsely denying having performed a particular action (non-repudiation).
- C. The Contractor and its subcontractors 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 Contractor will immediately notify the Department and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information.

### **C.10.6 Encryption**

The CJIS Security Policy requires the Department encrypt data that is transmitted outside of a secure location as defined by the CJIS Security Policy. The encryption solution must be certified to meet NIST FIPS 140-2 standards. The Contractor shall provide a copy of the NIST FIPS certification to the Department. Feasibility of solutions will be based on ease of deployment as well as availability of centralized management.

The System shall protect the confidentiality of the Department's information. All data transmitted outside or stored outside the secure network shall be encrypted. When cryptography (encryption) is employed within information systems, the System shall perform all cryptographic operations using Federal Information Processing Standard (FIPS) PUB140-2 validated cryptographic modules with approved modes of operation. The System shall produce, control, and distributes symmetric cryptographic keys using NIST-approved key management technology and processes. The key management process is subject to audit by the Department.

- A. Wireless: The following requirements specifies the minimum set of security measures required on WLAN-enabled portable electronic devices (PEDs) that transmit, receive, process, or store PII or confidential information:
  - 1. Personal Firewall: WLAN-enabled PED shall use personal firewalls or run a Mobile Device Management system that facilitates the ability to provide firewall Services.
  - 2. Anti-Virus Software: Anti-virus software shall be used on wireless ECMs-capable PEDs or run a Mobile Device Management system that facilitates the ability to provide anti-virus Services.
  - 3. Encryption of PII or confidential data-in-transit via WLAN-enabled PEDs, systems and technologies will be implemented in a manner that protects the data end-to-end. All systems components within a WLAN that wirelessly transmit PII or confidential information shall have cryptographic functionality that is validated under the National Institute of Standards and Technology (NIST) Cryptographic Module Validation Program as meeting requirements per Federal Information Processing Standards (FIPS) Publication 140-2. Encryption shall be a minimum of 128 bit.
  - 4. Data-at-Rest: Data at rest encryption shall be implemented in a manner that protects PII and confidential information stored on WLAN enabled PEDs by requiring that the PED must be powered on and credentials successfully authenticated in order for the data to be deciphered. Data-at-rest encryption shall include the encryption of individual files, portions of the file system (e.g., directories or partitions), or the entire drive (e.g. hard disks, on-board memory

- cards, memory expansion cards). In recognition of the increased risk of unauthorized access to PII or confidential information in the event that a PED is lost or stolen and the inherently mobile nature of these devices, encryption shall be provided for data-at-rest on all WLAN enabled PEDs that is validated as meeting FIPS 140-2.
5. WLAN Infrastructure: WLAN infrastructure systems may be composed of either stand-alone (autonomous) access points (AP) or thin APS that are centrally controlled by a WLAN controller.
  6. Validated Physical Security: APs used in the WLANS should not be installed in unprotected environments due to an increased risk of tampering and/or theft.
- B. Mobile Device Management Requirement. Mobile Device Management (MDM) facilitates the implementation of sound security controls for mobile devices and allows for centralized oversight of configuration control, application usage, and device protection and recovery. MDM shall include the following core features:
1. The ability to push security policies to managed devices;
  2. The ability to query the device for its configuration information;
  3. The ability to modify device configuration as required;
  4. Security functionality that ensures the authenticity and integrity of the transaction in the three categories above;
  5. Asset management (track/enable/disable) mobile devices being managed via the MDM server;
  6. The ability to manage proxy access to network resources via the connection of the mobile device to the MDM server;
  7. The ability to query devices being managed on the status of security policy compliance and to implement a specified mediation function based on compliance status;
  8. The ability to download and store mobile device audit records;
  9. The ability to receive alerts and other notifications from manage mobile devices;
  10. The ability to 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.

### **C.10.7 Data Center Location Requirements**

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

### **C.10.8 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.

### **C.10.9 FBI CJIS Security Addendum**

The Contractor shall execute an originally signed CJIS Security Addendum which can be downloaded from <http://www.dps.texas.gov/securityreview/>. Additionally, a CJIS Security Addendum Certification shall be signed by each employee performing duties related to this project prior to execution of this Contract. Each original Certification will include an original signature of the employee and the Contractor's representative.

The Contractor shall, prior to beginning work on this Contract, enter into the CJIS online system all Contractor employees and subcontractors who will work on the System and have those employees/subcontractors complete the CJIS online training/testing. Further instructions will be provided to the Contractor upon execution of this Contract. The Contractor shall meet or exceed all requirements contained in the CJIS Security Policy.

### **C.11 INFORMATION TECHNOLOGY (IT) REQUIREMENTS**

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

The System will meet all requirements of the current CJIS Security Policy (current version 5.3, dated August 4, 2014), as it may be amended by the FBI APB process or the Texas CJIS Systems Officer (CSO). The FBI Security Addendum will become a part of this Contract and the Signatory page will be executed and all Contractor personnel will sign a Certification Page and pass a national fingerprint based background check that will be adjudicated by the Department to the current standards used in Texas.

#### **C.11.1 Environment Standards**

The COTS Software will be hosted within the Contractor's computing infrastructure or within the Department's IT infrastructure. The Contractor shall provide 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 System and narrative describing requested diagrams and any API and web service components, and the recommended workstation configuration if any. The Contractor shall also itemize 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 System. The Contractor has provided copies of the 508 compliance VPAT documentation for all components of the System.

#### **C.11.1.2 The Contractor's System will support the following at a minimum:**

- A. Department issued desktop or laptop PCs:
  - 1. Windows 7 or greater;

2. Internet Explorer 8 or greater; and
  3. Firefox 27 or greater.
- B. Department issued Mobile Devices:
1. Windows 8.1 or greater.
- C. External agency owned desktop or laptops PCs:
1. Windows 7 or greater;
  2. Mac OS X 10.8 or greater;
  3. Internet Explorer 8 or greater;
  4. Safari 10.6.4 or greater; and
  5. Firefox 27 or greater.

#### **C.11.1.3 Department Hosted COTS Software and Hardware**

The Contractor shall follow the Department's hosting standards for any software and hardware that is hosted within the Department Data Centers. The Contractor hosted software and hardware are not required to meet these requirements. However, the Contractor hosted software and hardware will meet these standards prior to migrating from the Contractor hosted to the Department hosted.

The existing Department infrastructure framework supports industry standard products and platforms.

#### **C.11.2 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.11.3 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's System will use standard TCP/IP network access ports. The System will be accessible on Port 80 for standard Web Browser access and Port 443 for Secure Web Browser support.

#### **C.11.4 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 a 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.12 CHANGE CONTROL PARTICIPATION**

The Contractor is hereby advised changes to the System will be subject to the Department's Change Control Board (CCB) process. This requirement is mandatory for the Department hosted systems. The Department will initiate and manage the change control process. The purpose of the Department's IT Change Management (CM) is to ensure Change Requests (CRs) to the Department's IT systems are properly reviewed, authorized, implemented and tracked with minimum disruption to service levels and to ensure accountability, communication, transparency and visibility between IT and the Business. The Contractor shall be required to assist Department personnel in the submission of 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 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 CRs will follow an abbreviated version of the CCB process. The following are considered emergency CRs to include but not limited to:
  - 1. Production system down;
  - 2. Multiple users/sites affected;
  - 3. Misprocessing data; and
  - 4. Security risk.

## **C.13 SERVICE OUTAGE ESCALATION AND COMMUNICATION**

The Contractor shall follow the detailed communication plan specifying how the Contractor will be contacted in the event of a System outage. If any part of the System is hosted by the Contractor, the Contractor shall follow its notification and escalation process as part of the communication plan.

## **C.14 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 image indices, data and image indexing or analysis, and logging tools and information not present in the Contractor's product as normally initially delivered to other clients.
- B. Agency records 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 will 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.

## SECTION D – REPORTS

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

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

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY
Monthly	Last business day	Invoices for goods and Services provisioned, tested and accepted for previous month.	Contract, Section G.2 and G.3
Monthly	5 <sup>th</sup> business day to Contract Administrator	HUB Subcontracting Plan (HSP) Prime Vendor Progress Assessment Report	Contract, Exhibit J.1
Other	Each instance	Copy of each subcontract	Contract, Section I.2.D
Other	Within ten (10) calendar days of receipt of audit report	Corrective Action for Items of Non-Compliance identified	Contract, Section E.1.F
Other	Prior to Execution of Contract and upon renewal or replacement	Insurance Requirements	Contract, Section I.1
Other	Prior to next testing phase or request for payment	Test and Acceptance Documented Results	Contract, Section C.9
Annual	Prior to Execution of Contract and again within one-hundred twenty (120) calendar days after the end of the Contractor's fiscal year	Financial Disclosure Reports	Contract, Section G.3.8
Other	Prior to execution of Contract and when requested by the Department	CJIS Security Addendum and Certification	Contract, Section I.13
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 shall be maintained and made available to the Department during this Contract's performance and for a period of four (4) years after the termination of this Contract.

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

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

- A. The Department shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract, and the Department's Policies.
- B. The Contractor shall cooperate fully with the Department in obtaining the requisite information 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 - CONTRACT TERM AND SERVICE DATES**

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

This Contract will consist of a Base Period from date of award through August 31, 2017 with three (3) two (2) year Option Period Renewals; (September 1, 2017 through August 31, 2019; September 1, 2019 through August 31, 2021, and September 1, 2021 through August 31, 2023).

The Service Commencement Date is the date of award in accordance with the Base Period; the date that the Contractor shall begin work on the deliverables as specified in this Contract.

The Service Turnover Date is the date that the System, as developed under this Contract, shall be successfully tested and accepted by The Department. The Department reserves the right to, in its sole discretion, determine the schedule of conversion for TLETS Member Agencies to the System.

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

**G.1.2 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](mailto: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 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](mailto:meg.kee@dps.texas.gov)
- D. 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.
- E. 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.
- F. 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's Project Manager**

- A. The Project Manager for this Contract is Michelle Farris.
- B. The telephone number for the Project Manager is (512) 424-7659.
- C. The e-mail address is [michelle.farris@dps.texas.gov](mailto:michelle.farris@dps.texas.gov)

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

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

- A. The Contractor Project Manager for this Contract is Roger Killingsworth.
- B. The telephone number for the Contractor Project Manager is (630) 754-8820 x153
- C. The e-mail address is [rkillingsworth@openfox.com](mailto:rkillingsworth@openfox.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 Department. The Contractor Project Manager shall report to the Department's Project Manager or a 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 the Department's Project Manager to discuss problems as they occur. The Contractor Project Manager or designated representative shall respond within three (3) business 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) calendar days (refer to page 1, block 7 of this Contract) if the Contractor desires expedited Payment).
- B. An invoice copy will be sent electronically to [apinvoices@dps.texas.gov](mailto:apinvoices@dps.texas.gov) and [crs.billing@dps.texas.gov](mailto:crs.billing@dps.texas.gov). An original, hard-copy invoice, if required by Contractor, will be submitted to the office designated below:

**TXDPS - Accounts Payable  
P.O. Box 4087  
Austin, Texas 78773**

**The Department will not pay any accrued interest charges 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 will submit a completed Contractor Direct Deposit/Advance Payment Notification Authorization (Exhibit J.15) and Substitute W-9 Form (Exhibit J.16) 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-R000260**

**Notes: Contact Ray D. Miller when completed (512-424-2205 or [ray.miller@dps.texas.gov](mailto: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 shall provide its eleven (11) digit Texas Identification Number (TINS) previously provided to the Contractor by the Texas Comptroller of Public Accounts.

TINS: 32054526762

**G.3.1 Billing and Payment**

- A. The Texas Government Code, Chapter 2251 (the "Prompt Payment Act") will govern payment and accrual of interest on any overdue payments.
- B. Transition and Implementation: Notwithstanding anything else to the contrary in this Contract, the Department will not make any payments of any amount to the Contractor or any other entity or person, and the Contractor will not submit any invoices, until the Contractor has received from the Department a written Final Acceptance Document (Exhibit J.12) signed by the Department's Contract Monitor specifically stating that the Department accepts the work and the Contractor is authorized to submit an invoice.
- C. 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 compensation may be subject to proration or reimbursement for unforeseen situation at the discretion of the Department.
- D. Future Change Orders for Enhancement Services and Support: The Contractor shall invoice the Department upon final acceptance of each completed Change Order Request. 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 will also be submitted with the itemized invoice. Failure to include such required documentation will result in rejection of the Contractor's invoice.
- E. 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.
- F. If the dispute is resolved in the Contractor's favor, the Department shall pay the remaining portion of the original invoice in accordance with the Prompt Payment Act. If the dispute is resolved in the Department's favor, the Contractor shall resubmit an invoice reflecting all corrections.

**G.3.2 Payment Adjustment**

- A. The Department may elect to deduct from the Contractor Payment as specified in Section G.3.4, Deductions for Unacceptable Compliance and Section G.3.5, Withholding of Payment, any amount 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) 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 by Section D; 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.
- 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 the 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 rating information acceptable to the Department as described in Section B.1.4 within one hundred twenty (120) calendar days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor shall allow the Department or its representative's access to all its corporate books relative to the Services provided hereunder, to cooperate in any audits thereof.
- C. Notwithstanding anything else in this Section G.3.8 or any other provision of this Contract to the contrary, the Contractor shall fully cooperate with state and federal representatives in audits of the Contractor's performance and receipt of funds under this Contract or applicable law, including, but not limited to, the audits described in Section H of this Contract.

## SECTION H – TERMS AND CONDITIONS

Subcontractors shall also comply with these provisions.

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

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

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

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

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

- 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) business day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. The Department shall promptly review Contractor's plan for curing an Event of Default and at its discretion, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The Department's decision will be communicated in writing to the Contractor.
- D. The Department will not exercise its remedies thereunder with respect to such Event of Default while the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. The ten (10) calendar day time period will be tolled during the time the request was pending, if the Department does not allow the Contractor an extension of the cure period.

### **H.4 TERMINATION**

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

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

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

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

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

Department, the State of Texas, and the United States, if these funds become unavailable to the Department.

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

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

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

This Contract may be terminated upon mutual written agreement.

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

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

#### **H.4.6 Termination for Listing on Federal Excluded Party List, the Terrorism List (Executive Order 13224) or on the State of Texas Debarred 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 shall become effective immediately upon the Contractor's receipt of the notice.

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

- A. The termination of this Contract, under any circumstances whatsoever, will not affect or relieve the Contractor from any obligation or liability that may have been incurred pursuant to this Contract, and such cancellation by the Department will not limit any other right or remedy available to the Department at law or in equity.
- B. This Contract does not grant the Contractor a franchise or any other vested property right. The Department reserves the right, in its sole discretion, to solicit or contract with other contractors for similar services and deliverables under this Contract at any time. Except as expressly authorized by the Department under this Contract during the term of this Contract, the Contractor's provision of self-service or other 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 I, Texas Department of Public Safety, Chapter 34, Negotiation and Mediation of Certain Contract Disputes.
- C. The Contractor shall continue providing the deliverables as directed, in a diligent manner and without delay, and shall conform to Department directives, decisions, or orders, be governed by all applicable provisions of this Contract, unless directed otherwise in writing by the Department at all times during the course of the dispute resolution process. The Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

## **H.6 INDEMNIFICATION**

### **H.6.1 Acts or Omissions**

**THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THE DEFENSE WILL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED**

**DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE CONTRACTOR AND THE DEPARTMENT SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

#### **H.6.2 Infringements**

- A. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE DEPARTMENT, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF THE CONTRACTOR PURSUANT TO THIS CONTRACT. THE CONTRACTOR AND THE DEPARTMENT SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE WILL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF 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 WILL 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 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 WILL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE WILL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE CONTRACTOR AND THE DEPARTMENT SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

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

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

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

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

**H.9 APPLICABLE LAW; VENUE**

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

**H.10 ASSIGNMENT**

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

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

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

**H.12 APPROVAL OF CONTRACT**

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

**H.13 NON-DISCRIMINATION**

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

- E. Contractor represents and warrants that it shall comply with the requirements of the Americans with Disabilities Act (ADA).

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

Except as provided in Sections H.15 and H.16 of this Contract, this Contract may be amended only upon written agreement between the Department and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas will be void ab initio. The Department reserves the right to increase or decrease funding for this Contract via unilateral Contract modification.

#### **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, this extended Contract will be considered to include this option provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Texas Public Safety Commission or the Commission's designee (Commission) will receive notification of the following contracts awarded by the Texas Department of Public Safety (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. 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 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, of 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.

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

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

**CONTRACTOR SHALL REIMBURSE THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES, JUDGMENTS OR ANY OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. THE CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF THE STATE'S COUNSEL AND SHALL ALSO PAY COSTS OF MULTIPLE COUNSELS, 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 nor 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 will 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 Department's Contract Administrator as specified in Section G.1.2 and the Contractor's Project Manager as specified in Section G.1.5 and will be deemed received:

- A. When delivered in hand and a receipt granted;
- B. Three 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. If at any time during the term of this Contract, the Contractor shall contract with any other person or entity for prices, charges, benefits, warranties and terms more favorable to such person or entity, the Contractor shall notify the Department of such more favorable terms and the Department, in its sole discretion, may require that such more favorable prices, charges, benefits, warranties or other terms be available to the Department under this Contract, and be retroactive to the effective date of this Contract.

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

The Department will not be liable to the Contractor for any increased costs or expenses that may be incurred by the Contractor, or for any other damages that may be suffered by the Contractor as a result of any act or omission of any other contractor to the State of Texas or the Department.

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

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

#### **H.39 AVAILABILITY OF DEPARTMENT MANPOWER**

All of the Department's obligations and requirements in this Contract are subject to the availability of the Department's manpower and are subject to the practicability of the Department to perform such obligations and requirements. The determination regarding availability of the Department's 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, execution of a Contract, will constitute an acceptance of conflicting terms and conditions, if any, that are expressly identified as such in this Contract. Such negotiated terms and conditions will take precedence over the other documents that collectively constitute this Contract as specifically provided in this Contract.

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

- A. Incorporation of laws of a state other than Texas;
- B. Requirements for prepayment;
- C. Limitations on the Department's remedies;
- D. Requirements that the Department indemnify the Contractor;
- E. Requirements that the Contractor's documents control in case of conflict;
- F. Requirements that the Contractor's documents control even if the Contractor accepts or acknowledges this Contract; and
- G. Disclaimer of warranties

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

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

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

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

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

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

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

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

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

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

**H.50 FALSE STATEMENTS**

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

**H.51 PUBLIC INFORMATION ACT**

- A. Notwithstanding any provisions of this Contract to the contrary, the Contractor understands that the Department is subject to and shall comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The Department shall notify the Contractor in writing within a reasonable time from receipt of a request for information related to the Contractor's work under this Contract. The Contractor shall cooperate with the Department in the production of documents responsive to the request. The Department shall make a determination whether to submit a Public Information Act request to the Attorney General. The Contractor shall notify the Department within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing this Contract. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor shall maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.
- B. 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, shall be with personnel of equal or greater ability and qualifications. The Department will be the arbiter of whether the replacement personnel have equal or greater ability and qualifications than the personnel being replaced.
- C. The Contractor shall assign all personnel identified in this Contract to complete all of its planned and assigned responsibilities in connection with performance of this Contract. The Department shall have the right to approve the assignment and replacement by the Contractor of all personnel assigned to provide deliverables or to provide on-site representation of the Contractor.
- D. The Contractor shall notify the Department before assigning a replacement individual for any of the personnel commitments identified in this Contract. The Contractor shall notify the Department of the proposed assignment, shall introduce the individual to the appropriate representatives of the Department, shall provide a transfer of knowledge validation and shall provide to the Department a resume and any other information about the individual reasonably requested by the Department. The Department reserves the right to interview the individual before granting approval. The Contractor shall obtain prior written approval for any replacement personnel before beginning any work assignments.

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

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

**H.53.3 Unauthorized Removal of Personnel**

It is critical to the overall success of the project that the Contractor not remove or reassign, without the Department's prior written approval, any of the assigned personnel until such time as the personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. Without

prior written approval from the Department, personnel shall only be changed in the event of death, personal injury, debilitating illness, or termination of employment with the Contractor. The unauthorized removal of personnel by the Contractor will be considered by the Department as a material breach of this Contract and grounds for termination.

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

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

#### **H.55 BOOKS AND RECORDS**

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

#### **H.56 ORGANIZATIONAL AND NAME CHANGE**

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

#### **H.57 DEPARTMENT POLICIES AND PROCEDURES**

- A. The Contractor's Authorized Representative shall provide the following to the Department's Program Manager within ten (10) calendar days of executing this Contract:
  - 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's 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](http://www.sao.state.tx.us). It can also be reported to the Department's Office of the Inspector General at (512) 424-2015, the Department Chief Auditor's Office at 512-424-4403, or Crime Stoppers at 1-800-832-8477.

**H.63 THIS 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 software, 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Any contract found to violate Government Code 2252.908 is void.

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

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

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

## SECTION I – SUPPLEMENTAL TERMS AND CONDITIONS

Subcontractors shall also comply with these provisions.

### I.1 INSURANCE REQUIREMENTS

- A. Prior to the execution of this Contract, the Contractor shall provide the Department with proof of insurance coverage(s) and shall maintain the insurance coverage(s) listed herein throughout the term of this Contract.
- B. The insurance coverage(s) will be evidenced by immediate delivery to the Department upon its request of certificates of insurance executed by the insurer, or its authorized agent, stating the coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Copies and changes to insurance coverage(s), including extensions, renewals, cancellations and revisions will be submitted to the Contract Administrator within thirty (30) calendar days of the effective date.
- D. The Contract represents and warrants all required policies contain endorsements prohibiting cancellation except upon at least thirty (30) calendar day's prior written notice to the Department. The Certificate(s) will be addressed to the Texas Department of Public Safety as the Certificate holder.
- E. The Contractor represents and warrants that, within five (5) business days of receipt of notice of tentative contract award, it shall provide the Department with proof of coverage and represents and warrants that it shall maintain the following coverage throughout the term of this Contract, at the Contractor's sole expense:
  1. **Workers' Compensation and Employers' Liability/** The Contractor shall maintain Workers' Compensation insurance coverage in accordance with statutory limits and maintain such coverage throughout the life of this Contract.  
**Coverage A – Workers' Compensation (WC) Statutory limits for the State of Texas or for any state the Contractor's employee resides in.**  
**Coverage B – Employer's Liability (EL) \$1,000,000 each accident limit / \$1,000,000 Disease Policy / \$1,000,000 Disease each employee limit.**

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

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

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

The Contractor shall waive all rights against the Department, its board, trustees, officers, employees, agents, and volunteers for recovery of damages to the extent

they are covered by the business auto liability insurance (or any other applicable auto physical damage coverage.)

3. **Commercial General Liability Insurance Coverage.** The Contractor shall maintain Commercial General Liability insurance 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 Contractor under or as a result of this Contract. This insurance shall provide sufficient coverage(s) for the Contractor, the Department, and affected third parties for the review, repair, notification, remediation and other response to such events, including but not limited to, breaches or similar incidents under Chapter 521, Texas Business and Commerce Code. The Department may, in its sole discretion, confer with the Texas Department of Insurance to review such coverage(s) prior to approving them as acceptable under this Contract. The Contractor shall obtain modified coverage(s) as reasonably requested by the Department within ten (10) calendar days of the Contractor's receipt of such request from the Department

**I. Umbrella / Excess Liability.** The Contractor may combine its primary and Excess / Umbrella Liability limits to meet the minimum required coverage for any line of coverage; however, if it chooses this option, the coverage will be written at least as broad as those requirements defined above.

- **\$1,000,000 Minimum Limit.**

#### **I.1.1 Additional Provisions**

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

- A. Name the Department and its board, trustees, officers, employees, agents, representatives and volunteers as additional insured to all applicable policies.
- B. Waiver of subrogation against the Department and its board, trustees, officers, employees, agents, and volunteers, for bodily injury (Including death), property damage or any other loss to all policies.
- C. The Contractor's insurance will be the primary insurance in regards to the Department and its board, trustees, officers, employees, agents, and volunteers.
- D. All provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, will be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. All Certificates of Insurance will identify the service or product being provided and the name of the responsible party.
- F. No "self-insurance" coverage will be acceptable.

- G. The Contractor's insurance coverage will continue in full force and effect during the term of this Contract. This Contract will not be effective 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. 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 for each business day the Contractor fails to meet the standards set out in the Service Level Agreement or misses the deadline for each deliverable or Change Order Requests with such deadlines designated in this Contract or the deployment of Change Order Requests under this Contract. The parties acknowledge that the harm that will be caused to the Department by such a delay is difficult to estimate; however,

the amount of liquidated damages listed herein is a reasonable estimate and is enforceable.

- B. The Contractor will not be responsible and liquidated damages may not be assessed due to any delay caused by schedule amendments requested by the Department, delays as the result of activity that is the responsibility of the Department's Project Team, as long as the Contractor timely files its deficiency report as required by the Section H.33 herein entitled "Rolling Estoppel" or delays that the Department deems were outside the control of the Contractor. The burden of proof that the delay is attributable to the Department rests with the Contractor.
- C. Any liquidated damages assessed under this Contract may, at the Department's option, be deducted from any payments due to the Contractor. The Department has the right to offset any liquidated damages payable to the Department, as specified above, against any payments due to the Contractor. If insufficient payments are available to offset such liquidated damages, then 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.5 TRANSITION**

- A. The Contractor, with the assistance of the Department, as part of the application maintenance and support requirements, shall provide a detailed plan for transitioning all applications, data, hardware, software, and documentation ("Application Data"), in whole or part, to a subsequent contractor, the Department or other entity.
- B. The Contractor shall provide a detailed transition plan ("Transition Plan") for a one hundred and eighty calendar day (180) transition period, that meets industry and best practices standards and will include, at a minimum, step by step processes, timelines, involved parties' responsibilities, knowledge transfer and functional requirements to ensure transition of all Application Data, including without limitation:
  - i. Detail of all hardware and associated operating software requirements necessary to support all applications.
  - ii. Detail of all platform and development software necessary to support, maintain and administer all application test, application production, and application monitoring environments.
  - iii. Detail of all network hardware and software necessary to support, maintain and monitor all application test, application production, and application monitoring environments.
  - iv. Detail to ensure all Application Data can integrate with other Department or other identified entities systems utilizing standard web services or provide application program interface (API) tools that can be incorporated into the Department or other identified entities applications or secure file transfer protocol with data encryption.
  - v. Detail of process and procedures necessary to transition all Department owned equipment from the Contractor's facilities to the Department or other identified entities site(s).
- C. The Contractor shall provide to the Department a Transition Plan no later than ninety (90) days from the effective date of this Contract for review and approval by the Department. The Department shall review the Transition Plan within fifteen (15)

business days of submission, and will discuss any issues, requirements or concerns with the Contractor.

- D. As directed by the Department as a result of these discussions, the Contractor shall modify the Transition Plan and return the Plan to the Department for review and written acceptance within fifteen (15) business days of receipt from the Department. The Department shall have fifteen (15) business days to review the updated plan. The fifteen (15) business day cycle, at a maximum, will continue between the Department and the Contractor until it is determined the Transition Plan achieves the Department's satisfaction. Upon determining that the Transition Plan meets the requirements of this Contract including these provisions, the Department shall notify the Contractor of its written acceptance of the Transition Plan and upon such written acceptance, the Transition Plan will be incorporated by reference into this Contract.
- E. Throughout the life of this Contract, additional revisions of the Transition Plan may be required due to information, processes or issues that originally were not included or addressed in the Transition Plan. Revisions to the Transition Plan will be processed under the same procedures as the initial Transition Plan, including provision to the Department for review, comment, revision, written acceptance, and incorporation into this Contract.
- F. The Department shall ensure cooperation on the part of any subsequent contractor, other entity or Department personnel, depending on the entity to which the Department directs that all or part of this Contract will be transitioned; however, the Contractor shall maintain all responsibility for all tasks, deliverables and performances under this Contract during the transition period. At the end of the 180-day transition period, or earlier depending on Department approvals, the subsequent contractor, other entity or the Department shall assume full responsibility for all tasks, deliverables and performances as directed by the Department
- G. Knowledge transfer will occur over the entirety of the 180-day transition period. The knowledge transfer will take place via various methods. The Contractor shall coordinate and conduct two formal classroom training sessions. These sessions will focus on the specific Transition Plan requirements and any other tasks or activities identified by the Contractor and the Department as needed to ensure a successful transition of technology necessary to continue applications operations. Training sessions will be completed no later than 60 calendar days prior to the end of the transition period. The Contractor, the Department and subsequent contractor or other entity shall meet a minimum of once per month to determine if further training or knowledge transfer is required.
- H. The Department shall meet with the Contractor and the subsequent contractor or other entity to ensure all concerns and issues have been met and addressed appropriately. The Department shall make the determination, in its discretion, of when the transition is complete and shall provide the Contractor and the subsequent contractor or other entity with formal written acceptance indicating such transfer of responsibilities. The formal transfer of duties will be documented, in writing, on Department formal acceptance document(s), to include acceptance signatures from the Department, the Contractor and the subsequent contractor or other entity.
- I. Activation of the Transition Plan approved by the Department under these provisions, that is, the beginning of the actual 180 day transition period, will begin upon the

Contractor's receipt of written notification from the Department that this Contract, in whole or in part, is being transitioned. The Contractor shall comply with these provisions and the Transition Plan. The Contractor's failure to comply with these provisions and the Transition Plan will constitute a material breach of this Contract

## **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 this 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, of 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 will 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 the 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 costs 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 CRIMINAL HISTORY BACKGROUND CHECKS**

- A. The Contractor shall have its project personnel submit to the Department a fingerprint-based Criminal History Background Investigation, if required by the Department, at the Contractor's expense. To facilitate this Criminal History Background Investigation, each person shall complete the Department's 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 the effective date of 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 to an annual Department fingerprinted-based Criminal History Background Investigation.
- 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 the Contractor personnel's ability to continue to work under this Contract.

## **I.10 CONFIDENTIALITY AND SECURITY REQUIREMENTS**

### **I.10.1 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's 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 will reasonably cooperate with the Department at the Department's 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 of whether it was obtained from the Department or from a sub-recipient 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 Department's and sub-recipient's confidential information is unique and valuable, and that the Department and sub-recipient(s) may have no adequate remedy at law if the Contractor does not comply with its confidentiality obligations under this Contract. Therefore, the Department shall have the right, in addition to any other rights it may have, to seek in any Travis County court of competent jurisdiction temporary, preliminary, and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any confidentiality obligations of the Contractor if the Contractor fails to perform any of its confidentiality obligations under this Contract.
- G. The Contractor shall immediately return to the Department all confidential information when this Contract terminates, at such earlier time as when the confidential information is no longer required for the performance of this Contract or when the Department requests that such confidential information be returned.
- H. Information, documentation and other material in connection with this Contract, including the Contractor's Offer, may be subject to public disclosure pursuant to the Texas Government Code, Chapter 552.
- I. The FBI and the Department have computer security requirements. The Contractor's and subcontractor's employees working on this Contract shall sign and submit appropriate agreements and abide by these security requirements, within five (5) calendar days of the Department's request.

### **I.10.2 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-recipients 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 Department's request, if the Department determines that the notification will impede a criminal investigation. The 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 ten-thousand (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 (\$5,000.00 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 to include any labor costs associated with such an assessment. This amount is a reasonable estimate of the damages the Department will suffer as a result of such breach and is enforceable. 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). Any liquidated damages assessed under this Contract may, at the Department's 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.11 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 will take to investigate the Security Incident;

4. What steps the Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
  5. What corrective action the Contractor has taken or will 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.12 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.13 REPRESENTATIONS AND WARRANTIES RELATED TO SOFTWARE**

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

The Contractor has sufficient right, title, and interest in the Software to grant the license required;

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;

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;

The 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

The Software provided under this Contract does not and will not contain any computer code that would disable the Software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanism (sometimes referred to as "time bombs", "time locks", or "drop dead" devices) or that would permit the Contractor to access the Software to cause such disablement or impairment (sometimes referred to as "trap door" devices").

### **I.15 WORK MADE FOR HIRE**

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

### **I.16 CONTRACTOR'S COMPLIANCE WITH THE DEPARTMENT'S INFORMATION SECURITY REQUIREMENTS**

#### **I.16.1 Department Information Protection Policies, Standards & Guidelines**

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. The Department Information includes all data and information

1. Submitted to the Contractor by or on behalf of the Department,
2. Obtained, developed, or 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.

Such Department Information may include taxpayer, contractor, and other state agency data held by the Department.

As used herein, the terms “Sensitive” and “Confidential” information will have the meanings set forth in the Department’s Information Protection Policies, Standards & Guidelines.

All waiver requests will be processed in accordance with the Department’s Information Protection Policies, Standards & Guidelines Waiver Policy.

The Department reserves the right to audit the Contractor’s compliance with the Department’s Information Protection Policies, Standards & Guidelines

The Department reserves the right to take appropriate action to protect the Department’s network and information including the immediate termination of System access.

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. 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.

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.17 IT & DATA SECURITY REQUIREMENTS**

### **I.17.1 System Access Control**

The Contractor-hosted Service will support external authentication and authorization Services, auditing and role definitions.

#### **A. Logging Requirements:**

1. Audit logs will enable tracking activities to take place on the System.
2. Successful and unsuccessful System log-on attempts.
3. Successful and unsuccessful attempts to access, create, write, delete, or change permission on a user account, file, directory, or other System resource.
4. Successful and unsuccessful attempts to change account passwords.
5. Successful and unsuccessful actions by administrator accounts.
6. Successful and unsuccessful attempts for users to access, modify, or destroy the audit log.

#### **B. The following content will 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. Type of event;
  4. User/subject identity; and
  5. Outcome (success or failure) of the event.
- C. The System will provide alerts to the appropriate Department officials in the event of an audit processing failure.

### **I.17.2 Account Management**

- A. The System will establish and administer user accounts in accordance with role-based scheme and track and monitor role assignments.
- B. The System will automatically audit account creations, modifications, disabling and termination actions and notify appropriate individuals, as necessary.
- C. The System will prevent multiple concurrent active sessions for one (1) user identification.
- D. The System will enforce a limit of no more than five (5) consecutive invalid access attempts by a user.
- E. The System will automatically lock the account/node for a ten (10) minute time period, after the unsuccessful attempts maximum is met, unless released by an administrator.
- F. The System will prevent further access to the System by initiating a session lock after a maximum of thirty (30) minutes of inactivity, and the session lock remains in effect until the user reestablishes access using appropriate identification and authentication procedures.
- G. The System will uniquely identify all users.
- H. The Contractor and its System will follow the secure password attributes, below, to authenticate an individual's unique ID. The passwords will:
  1. Be a minimum length of eight (8) characters on all systems;
  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 outside the secure location; and
  7. Not be displayed when entered.
- I. The System will protect the confidentiality of the Department's Information. All data will be encrypted when it is being transmitted or stored. 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.

- J. If the Contractor requires access to the Department's network, data, or the network processing, transporting, or storing of the Department's data, the Contractor shall sign the CJIS Security Addendum, and all its employees requiring access to the Department's network or data will sign the FBI Certification page to the CJIS Security Addendum and complete a fingerprint based background check.
- K. The System will undergo:
  - 1. Vulnerability scanning/penetration testing conducted by the Department or the Texas Department of Information Resources (DIR) on a frequent basis; and
  - 2. Remediation of legitimate vulnerabilities within 30 calendar days of notification by the Department when new vulnerabilities potentially affecting the system/application are identified and reported.
- L. System use notification:
  - 1. The System will display an approved System use notification message or banner before granting access to the System. The notification will state:
    - a. System usage may be monitored, recorded, and subject to audit;
    - b. unauthorized use of the System is prohibited and subject to criminal and civil penalties; and
    - c. a description of the authorized use of the System.
- M. The System will prevent an individual from denying that previous actions had been performed by the user. The goal is to ensure that the recipient of the data is assured of identity (non-repudiation).

### **I.17.3 Paper/Wireless Devices**

The following requirements specify the minimum set of security measures required on WLAN-enabled portable electronic devices (PEDs) that transmit, receive, process, or store PII or confidential information:

- A. Personal Firewall. WLAN-enabled PED will use personal firewalls or run a Mobile Device Management system that facilitates the ability to provide firewall Services.
- B. Anti-Virus Software. Anti-virus software will be used on wireless-capable PEDs or run a Mobile Device Management system that facilitates the ability to provide anti-virus Services.
- C. 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 bits. The Department prefers 256-bit encryption.
- D. 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 will be powered on and credentials successfully authenticated in order for the data to be deciphered. Data-at-rest encryption shall include the encryption of

individual files, portions of the file system (e.g., directories or partitions), or the entire drive (e.g. hard disks, on-board memory cards, memory expansion cards). In recognition of the increased risk of unauthorized access to PII or confidential information in the event that a PED is lost or stolen and the inherently mobile nature of these devices, encryption will be provided for data-at-rest on all WLAN enabled PEDs that is validated as meeting FIPS 140-2.

- E. 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.
- F. Validated Physical Security. APs used in the WLANS will not be installed in unprotected environments due to an increased risk of tampering and/or theft.

#### **I.17.4 Incident Reporting and Notification Requirements**

The Contractor shall provide the Department immediate notification (within 4 hours) of any successful intrusions, attacks, or internal misuse, so the Department can take steps to determine whether its systems have been compromised. The Department shall take appropriate steps to isolate and respond to such incidents, in accordance with its incident response procedures.

**SECTION J - LIST OF EXHIBITS**

EXHIBIT NO.	TITLE	NUMBER OF	PAGES
J.1	HUB Sub-Contracting Plan		11
J.2	Current System Description		24
J.3	Message Keys and Transactions List		22
J.4	TCIC Training Policy and Department Training Guidelines		3
J.5	NCIC 2000 Message Specifications		1360
J.6	NCIC Operating Manual		1170
J.7	TLETS Operating Manual		180
J.8	DMPP-2020 Abbreviated Guide (OpenFox™ DMPP-2020 Workstation and remote Agency Interface with Encryption)		30
J.9	DMPP-2020 Interface Specification		17
J.10	DMPP-2020 Technical Guide		18
J.11	DSEO-2020 Technical Specification		12
J.12	Final Acceptance Document		1
J.13	Sample Change Order Request		4
J.14	Intentionally Left Blank		
J.15	Intentionally Left Blank		
J.16	Intentionally Left Blank		
J.17	Cloud Security Alliance's (CSA) Cloud Control Matrix (CCM)		7
J.18	Change Order Acceptance Document		1
J.19	Current Hardware List		1