

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

<b>SOLICITATION NO.</b> 405-24R0010718	<b>TYPE OF SOLICITATION</b> NEGOTIATED – REQUEST FOR OFFERS (RFO)	<b>DATE ISSUED</b> 7/15/2024
---	--	---------------------------------

**ENTERPRISE LICENSING PLATFORM**

<p>Vendor must submit electronic responses no later than 5:00 P.M. Central Time on 08/13/2024 to the following address.</p> <p>DPS_Solicit_Response@dps.texas.gov Attention: 405-24R0010718</p> <p>DPS is not currently accepting any in-person solicitation responses. DPS will only accept electronic responses received by the date and time indicated in the solicitation.</p>	<p><b>FOR INFORMATION CONTACT:</b></p> <p>Kristy Watts, CTCD, CTCM Contract Administrator PHONE: (512) 424-2448 EMAIL: kristy.watts@dps.texas.gov</p>
--	---

**RESPONSE (Respondent must fully complete)**

<b>DISCOUNT FOR PROMPT PAYMENT:</b>	<b>10 DAYS</b> %	<b>20 DAYS</b> %	<b>30 DAYS</b> %	<b>___ DAYS</b> %	
<b>ACKNOWLEDGMENT OF ADDENDA:</b> Respondent acknowledges receipt of Solicitation addenda and related documents numbered and dated:	<b>ADDENDUM NO.</b>	<b>DATE</b>	<b>ADDENDUM NO.</b>	<b>DATE</b>	

<b>NAME AND ADDRESS OF RESPONDENT:</b>	
<b>RESPONSE DATE</b>	<b>EMAIL AND TELEPHONE NO. (Include area code)</b>
<b>SIGNATURE OF AUTHORIZED REPRESENTATIVE</b>	<b>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>

**CERTIFICATION, DISQUALIFICATION, AND REMEDIES**

The Respondent must submit its response electronically to DPS\_Solicit\_Response@dps.texas.gov before the due date and time posted on the Electronic State Business Daily (ESBD). Respondents must monitor the ESBD posting for addenda that may alter a solicitation, including response due date. Respondents must also review the “Doing Business with DPS” website linked below to reference current documents and information regarding DPS procurement. <https://www.dps.texas.gov/section/infrastructure-operations/doing-business-dps>

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

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

**TERM, PRICING, AND FUNDING**

The contract term commences on the effective date stated in the signing document, or purchase order and expires five years from that effective date.

If necessary, at the end of the contract term, DPS reserves the right to extend continued performance of the Contract at rates specified within, by written notification to Contractor for no more than a six-month period, for the purpose of re-advertising, awarding a new Contract, or transitioning into a new Contract.

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

## TABLE OF CONTENTS

<b>SECTION A—DEFINITIONS</b> .....	<b>5</b>
<b>SECTION B—SERVICES AND PRICES</b> .....	<b>6</b>
<b>B.1 PRICING REQUIREMENTS</b> .....	<b>6</b>
<b>B.2 INVOICE REQUIREMENTS</b> .....	<b>7</b>
<b>B.3 PAYMENTS</b> .....	<b>7</b>
<b>B.4 MANDATORY PRICING SCHEDULE</b> .....	<b>7</b>
<b>SECTION C - STATEMENT OF WORK</b> .....	<b>8</b>
<b>C.1 INTRODUCTION</b> .....	<b>8</b>
<b>C.2 SCOPE</b> .....	<b>8</b>
<b>C.3 OVERVIEW OF EXISTING PROGRAMS</b> .....	<b>9</b>
<b>C.4 FUNCTIONAL REQUIREMENTS</b> .....	<b>11</b>
<b>C.5 NON-FUNCTIONAL REQUIREMENTS</b> .....	<b>28</b>
<b>C.6 PROJECT SCHEDULE AND PLAN</b> .....	<b>29</b>
<b>C.7 TRANSITION</b> .....	<b>30</b>
<b>C.8 ENHANCEMENT SERVICES</b> .....	<b>30</b>
<b>C.9 DPS PERSONNEL</b> .....	<b>34</b>
<b>C.10 LIQUIDATED DAMAGES</b> .....	<b>35</b>
<b>C.11 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PARTICIPATION</b> .....	<b>36</b>
<b>C.12 INSURANCE REQUIRED UNDER THE CONTRACT</b> .....	<b>37</b>
<b>C.13 CRIMINAL HISTORY BACKGROUND CHECK</b> .....	<b>37</b>
<b>C.14 PROJECT MANAGEMENT REQUIREMENTS</b> .....	<b>38</b>
<b>C.15 CYBER SECURITY CONTRACT REQUIREMENTS</b> .....	<b>41</b>
<b>C.16 INFORMATION TECHNOLOGY STANDARDS AND REQUIREMENTS</b> .....	<b>42</b>
<b>C.17 FBI CJIS SECURITY ADDENDUM</b> .....	<b>42</b>
<b>SECTION D—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS</b> .....	<b>43</b>
<b>D.1 RESPONSE PREPARATION INSTRUCTIONS</b> .....	<b>43</b>
<b>D.2 SOLICITATION ADDENDA</b> .....	<b>43</b>

**D.3 LATE SUBMISSIONS, CHANGES, AND WITHDRAWALS OF RESPONSES ..... 43**

**D.4 RESPONSE ACCEPTANCE PERIOD..... 44**

**D.5 CONTRACT AWARD ..... 44**

**D.6 DPS’s RIGHTS..... 44**

**D.7 RESPONSE SUBMISSION INSTRUCTIONS ..... 45**

**D.8 PRESENTATIONS ..... 49**

**D.9 DISCUSSION AND CORRESPONDENCE..... 49**

**D.10 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT ..... 50**

**D.11 AGENCY POSTING OF CONTRACTS ..... 51**

**D.12 ANTICIPATED SCHEDULE OF EVENTS ..... 51**

**SECTION E—EVALUATION CRITERIA..... 52**

**SECTION F—LIST OF EXHIBITS..... 53**

## SECTION A—DEFINITIONS

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

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

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

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

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

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

**“Days”** means calendar days unless otherwise specified.

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

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

**“Parties”** means Contractor and DPS.

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

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

## **SECTION B—SERVICES AND PRICES**

### **B.1 PRICING REQUIREMENTS**

#### **B.1.1 Pricing Instructions**

- A. Respondent must submit proposed pricing on the Mandatory Pricing Schedule that includes all costs, fees, licenses, and all expenses for Contractor's delivery and performance of the commodities or services requested. The final negotiated, contracted pricing and payment structure will represent Contractor's sole compensation under the Contract. DPS guarantees no minimum compensation under the Contract.
- B. DPS will negotiate pricing prior to award of the Contract if the pricing offered appears that it may not be best value to DPS.
- C. Contractor must deliver and provide the commodities and services described in compliance with all requirements of the Contract on a no minimum, as needed, as requested basis. Notwithstanding anything else to the contrary in the Contract, DPS will not make any payments of any amount to Contractor or any other entity or person, and Contractor will not submit any invoices, until Contractor has received approval from DPS's Contract Monitor specifically stating that DPS accepts the commodities or services and Contractor is authorized to submit an invoice. If DPS does not accept the commodities or services, the Contract will involve no payments of any type for any amount.

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

- A. Upon request, Respondent must provide evidence of its financial resources and its ability to provide the commodities or perform the services for which Respondent is submitting a response. This includes information Respondent believes is pertinent to demonstrate its financial capability, financial solvency, and capacity to fulfill the requirements of this solicitation.
- B. Evidence of financial stability include providing audited financial statements for each of the last two years of Respondent's operations or, in the alternative, financial statements compiled, reviewed, and attested by an independent certified public accountant or certified public accounting firm. Respondents may submit a copy of its Dun & Bradstreet (D&B) Business Information Report. If a D&B Report is submitted the report must include Respondent's Viability Score and the Portfolio Comparison Score or similar ratings.
- C. Respondent must provide documentation and any other financial information reasonably requested by DPS consistent with the services provided by Respondent or otherwise required by the then applicable DPS policies for similar contracts.

- D. Selected Contractor must also submit to the Contract Administrator its financial rating information within 120 days after the end of Contractor's fiscal year.
- E. DPS reserves the right to investigate and determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of Respondent's lack of financial soundness, or if DPS reasonably concludes, after reviewing the information submitted by Respondent as well as all other relevant information obtained by DPS, that significant issues exist that could jeopardize Respondent's full and timely performance. DPS also reserves this same right throughout the life of the Contract, including before executing any optional renewal with Contractor.

## **B.2 INVOICE REQUIREMENTS**

- A. Invoices are Contractor's billing for commodities or services rendered. DPS will pay Contractor based on itemized invoices submitted to and approved by DPS. The invoices must be itemized and clearly identify the actual commodities and services provided.
- B. Contractor's invoice must include the following: the Contract number, the remittance address, and any prompt discount offered. Contractor must email the invoice to the Contract Monitor listed in the Contract and to [apinvoices@dps.texas.gov](mailto:apinvoices@dps.texas.gov).

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

## **B.3 PAYMENTS**

- A. DPS recommends that Vendor receive payments by electronic funds transfer (EFT), also known as direct deposit. If Vendor elects to be set up for direct deposit payment, Vendor must submit a completed Direct Deposit Authorization Form (74-176).
- B. Regardless as to whether Direct Deposit is chosen, Vendor must submit a completed Application for Texas Identification Number (AP-152) and Request for Taxpayer Identification Number and Certifications (W-9) Form with its response.
- C. If Vendor has previously submitted a completed Direct Deposit Authorization Form and Request for Taxpayer Identification Number and Certifications Form to DPS for another separate contract, Vendor is not required to submit another form.

## **B.4 MANDATORY PRICING SCHEDULE**

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

**Mandatory Pricing Schedule is attached as Exhibit F.3.**

## **SECTION C - STATEMENT OF WORK**

### **C.1 INTRODUCTION**

The Texas Department of Public Safety (DPS) seeks an Enterprise Licensing System to issue and manage all license and registration programs under our purview on one platform. The Department envisions a single customer portal for constituents to interact with the Department for their individual, business, and professional licensing needs. The Regulatory Services Division (RSD) has seven disparate systems to perform these functions and numerous portals that the constituents use for their day-to-day operations regarding license issuance, monitoring, and compliance operations. Applications regulated by the DPS regulatory services group currently have approximately 2 million licensees or registrants and 400 DPS users. The Department needs a unified system that is scalable to handle licensing, compliance, enforcement, and inspection functions to keep up with the growing population of the State.

The goal is to have a unified system to:

1. allow information exchange amongst these various license categories,
2. reduce maintenance overhead to maintain seven systems instead of 1,
3. build interfaces with other systems that can be leveraged across all licensing programs.

This Statement of Work document outlines the functional requirements for the enterprise system, focusing on the customer portal, employee portal, eligibility requirements, compliance requirements, interfaces, workflow engine, communication engine, reporting, collaboration capabilities within different teams, user management, administration tools, data migration, etc.

### **C.2 SCOPE**

The system will provide RSD with a comprehensive toolset to effectively issue and manage various programs such as License to Carry (LTC), Texas Metals Program, Private Security (PS), Vehicle Inspection (VI), Capital Access Pass (CAP), Ignition Interlock Device (IID), Compassionate Use Program (CUP), Texas On-Road Vehicle Emissions Testing (TORVET), and Precursor Chemical and Laboratory Apparatus (PCLA), based on unique business rules for each program. The solution will provide a single portal for constituents to interact with the Department for their licensing needs. It will improve information sharing on individuals and businesses across various licensing programs in the back-office system.

The project will be implemented in phases, with LTC and CAP being the first programs to be transitioned to the new platform.



This project's scope is to transition the LTC and CAP applications to the new system. The system should provide the ability to do the following primary functions:

1. Provide a scalable unified system to handle the Department's licensing, compliance, enforcement, and inspection functions.
2. Provide a single portal for constituents to interact with the Department for their licensing needs.
3. Automate the manual processes currently in place for the new system and manage workload through system-generated tasks as much as possible.
4. Generate user-specific dashboards for insight on daily operations for operators, supervisors and the management executive team.
5. Provide the ability to schedule training managed by DPS or third-party instructors through this system.
6. Build interfaces to share data across various systems. This project will lay the foundation for building interfaces that can be leveraged in future phases. Currently, every system has to have its own interfaces to process the redundant and inefficient applications.
7. Improve information sharing on individuals and businesses across various licensing programs.

### **C.3 OVERVIEW OF EXISTING PROGRAMS**

#### License to Carry

- A. RSD licenses individuals to carry handguns within Texas, protects the public by conducting fingerprint-based background checks on applicants, evaluates eligibility through criminal history background checks, and monitors those currently licensed to ensure their continued eligibility. RSD also certifies LTC instructors who teach the required course to applicants.

#### Capital Access Pass

- A. CAP provides expedited access to the Texas State Capitol through the main public entrance. To be eligible for a pass, you must be a Texas resident and meet all eligibility requirements applicable to a handgun license under Texas law other than handgun proficiency. Approval for a CAP does not authorize you to carry a handgun. Once your application is approved, you may enter the Capitol by presenting your Texas Driver's License or Texas ID at the line designated for CAP and handgun license holders.

#### Vehicle Inspection

- A. Vehicles registered in Texas must pass an annual emission inspection if registered in the counties subject to regulation (currently 17). Commercial vehicles must also pass a yearly inspection. Vehicle inspections are performed at Official Vehicle Inspection Stations licensed by DPS. Both stations and inspectors must be licensed to perform inspections. All inspections must be entered into the DPS Vehicle Inspection database.

#### Ignition Interlock Device

- A. DPS regulates vendors of Ignition Interlock Devices (IID) who conduct business in Texas and ensures compliance with established standards, including procedures for inspecting a vendor's facilities.
- B. RSD staff approves ignition interlock devices, including the authorization of vendors to install, download, remove, repair, replace, and make reports of all required data recorded by the device.

#### Private Security

- A. DPS regulates the private security profession in Texas. DPS protects the public by conducting fingerprint-based background checks on applicants, investigating, and resolving complaints, and taking disciplinary action against licensees or seeking criminal prosecution of those who perform private security services without a license. The private security profession includes armed and unarmed security guards, personal protection officers, private investigators, alarm systems installers and monitors, armored car couriers, electronic access control device installers, and locksmiths.

#### Texas Metals Program

- A. DPS registers and regulates all Metal Recycling Entities (MREs) in Texas. DPS licenses businesses evaluating the eligibility of applicants through criminal history background checks. Oversees transaction record keeping and conducts routine inspections to ensure compliance with applicable laws and administrative rules. Law enforcement agencies have access to the MRE system. DPS also provides online training to all MRE owners.

#### Compassionate Use Program

- A. DPS administers the Compassionate Use Program (CUP) in Texas. Through the program, DPS operates a secure online registry of qualified physicians who can prescribe low tetrahydrocannabinol (THC) to patients with specific medical conditions. The Compassionate Use Registry of Texas (CURT) registry is designed to prevent more than one qualified physician from registering as the prescriber for a single patient. The CURT application is accessible to law enforcement agencies and dispensing organizations to verify patients of low-THC cannabis. It allows a physician to input safety and efficacy data derived from the treatment of patients for whom low-THC cannabis is prescribed. DPS also manages the licensing of organizations that dispense low-THC cannabis to patients in the CURT.

#### Precursor Chemical and Laboratory Apparatus (PCLA)

- A. The DPS Precursor Chemical / Laboratory Apparatus program oversees the record-keeping and reporting requirements of [Texas Health and Safety Code Sections 481.077 – 481.080](#).
- B. These statutory provisions require those who sell, transfer, or otherwise furnish precursor chemicals or laboratory apparatus to another person and wholesalers of products containing ephedrine, pseudoephedrine, or norpseudoephedrine to maintain an accurate record of their transactions and retain the record for two years.

- C. In addition, a manufacturer, wholesaler, retailer, or other person who discovers a loss or theft of a precursor chemical or laboratory apparatus must report the loss or theft to the department within three days of its discovery. Wholesalers of products containing ephedrine, pseudoephedrine, or norpseudoephedrine must report suspicious orders within 10 business days.

#### TORVET

- A. Texas is required to conduct an on-road testing program for carbon monoxide or ozone in non-attainment metropolitan areas. Owners whose vehicles are identified as potential “high emitters” are notified and required, by law, to make every reasonable effort to bring their vehicles into compliance with the National Ambient Air Quality Standards (NAAQS). From the date of receipt of the “High Emitter Notice,” a registered owner has 30 days to bring the vehicle into compliance with the NAAQS; this means the vehicle must be presented for a verification test, have any necessary repairs performed, and then pass a re-test before the end of the 30th day.

### **C.4 FUNCTIONAL REQUIREMENTS**

The software system must provide a comprehensive solution for all licensing programs managed and administered by the DPS. The project will take a phased approach to launch various RSD programs. The goal is to create a scalable and configurable system to add multiple programs with unique business rules for the programs' issuance, management, and compliance. The solution will have one customer-facing portal for external users to interact with the department to manage their licensing needs, whether for individual license(s) or business license(s). The vision also includes that this single portal will provide instructors who may not be department employees the ability to provide required information on applicants' training courses that are necessary for the fulfillment of issuing a license. The document lists the portal's general functions and then describes the portal's specific functions regarding each program area. In addition to a customer-facing portal, the solution must provide a portal for Law Enforcement officers to search and report activities related to the regulation of licenses in the Texas Metals Program or Vehicle Inspection Program, among others. These portals should always be in sync with the backend system to enable the exchange of information in near real-time and begin workflow-related activities for respective DPS teams.

The software requirements are broken down into the broad categories below. Please note that some of these requirements may appear in multiple categories.

#### **4.1.1 System Back-Office Requirements**

- A. The system must provide the ability to create and issue licenses based on different business rules to support multiple license and registration types depending on the individual program. The system must be configurable to support the intake of various required documents and fees for any category.

- B. The system must accept various document formats such as PDF, JPEG, PNG, etc. The system should provide an upper limit on the file size of each document. These documents must follow a retention schedule based on the program. The system must be able to purge documents automatically once the retention period is over.
- C. The system will allow DPS employees to create applications for customers, such as applications received in mail or paper forms.
- D. The system must allow the department staff to update the business rules engine to meet operational business needs, such as changes in fee structure, changes in required forms, updates to the forms, new requirements due to legislation or rule changes, updated grace periods, etc. The goal is to update workflow tasks based on the latest business rules.
- E. The system must allow DPS employees to start a refund process, waive fees, initiate advisory notification, fine, reprimand, suspension, or revocation for any application/program or license based on business rules. The system must generate workflow-related tasks for each program area based on the chosen scenario to track everything from inception to completion.
- F. The system must allow the department staff to track and monitor compliance with the licenses or registrations, including expiration dates, offenses (criminal and non-criminal), and payments, to ensure the licensee or registrant remains in good standing.
- G. The system will be able to validate the required documents for various categories and notify users of the missing documents.'
- H. The system must provide the ability to terminate an application if the application documents are not submitted within a specific timeframe. This timeframe will be different and determined by the rules of each license type.
- I. All applications received by DPS must be completed within a specific timeframe based on different program business rules. The system must provide the ability to reset/pause the timer on each of these applications if information is requested from the applicant. The system must update the application status to demonstrate that information is pending from the customer. DPS should not be inadvertently penalized for not meeting the timeframe requirements. All this information should be tracked in the audit trail.
- J. The system will provide a mechanism to ingest information such as protective court orders received in the mail and create workflow tasks to handle these appropriately.
- K. The system must maintain a version of the original application submitted. Internal and external users must be able to print the original application to pdf along with all attachments and affidavits.
- L. The system must generate a unique number for the applications and licenses issued. License numbers and application numbers must be different. The solution must be flexible in adopting the numbering nomenclature used by various programs for applications and licenses.
- M. The system must allow DPS employees to customize a license number to accommodate a special request, such as the license number for a state head, etc.
- N. The solution must leverage the use of lookups, cascaded lists, and drop-down menus wherever applicable.

- O. The system will track and record all applications and license information during its lifecycle, including all updates to an application, requests for renewals, etc., under the applicant profile.
- P. The system must force the users to document the reason for reviewing background information.
- Q. The system must manually allow DPS employees to change license or application status.
- R. The system must allow DPS employees to specify the timeframe for a reprimand, suspension, or revocation to be in effect.
- S. The system must allow authorized DPS employees to terminate a license based on various business rules, including the ability to terminate occupational licenses if the licensee becomes a DPS employee.
- T. The system must allow users to log notes on any user's business and individual profile during the application process or thereafter. The system must enable DPS users to make these notes private or public. Private notes should be visible to users in a specific role group.
- U. The system must allow DPS users to post banners or essential information by the program that will be visible/available on the external portal. The banners/announcements should be sortable by program and or county, city or zip code, or any location identifiers used by the system.
- V. The system must update the application status and checklist requirements as they are being reviewed and updated.
- W. The system must allow DPS employees to view an application that is still in draft to assist the applicant with questions.
- X. The system must allow DPS employees to create, edit, and expire letters, emails, and certificates produced in the system.

#### **4.1.2 Applicant, Licensee, and Instructor Portal**

- A. The system must provide a web-based customer portal allowing external users (individuals and businesses) to submit their license applications and supporting documents, including pictures, to DPS. This portal will allow the users to check their application status training requirements, submit requests for renewals, manage communication with department staff, and perform other portal functions such as but not limited to secure account creation, password resets, address/email updates, phone number updates, etc.
- B. The system must validate standard fields such as address, phone number, driver's license number, etc.
- C. The system must allow users to submit for multiple categories within a license type. The system will dynamically update the list of required forms and the fee structure. For example, the user should be able to apply to be an LTC instructor and an LTC owner simultaneously.
- D. The system must purge incomplete applications from the system after the submission window has expired from the time they started the application. The submission window should be managed by the department users.

- E. The system must allow the users to submit new and renewal applications, apply to reinstate a license when the suspension or revocation period expires, make updates to their user profiles (such as change of address, phone numbers, etc.), report a lost or stolen card and update any criteria under which the license was issued. The system should generate a workflow task based on the updates to issue new cards or license certificates.
- F. The system must allow users to upload documents while indexing them or organizing them in various categories to ensure efficient document management. DPS users should be able to reindex these documents if necessary.
- G. The system must allow users to reuse any data, information, and forms they have entered or submitted to process additional licenses. For example, if a user has submitted their driver's license information, submitted any affidavits that can be used across various programs, and provided their address or phone number, the system should prompt the user to validate the information but not force the user to make redundant data entry.
- H. The system must allow individuals to see all licenses and registrations they hold, whether individual or business, plus see any licensed business(es) the individual is associated with in one unified customer portal.
- I. The system must allow business licensees and employees to set the parent-child relationship as they register on the portal.
- J. The system must provide the business licensee owner/manager to set permissions for their employees in the portal.
- K. The system must validate all required forms and warn the user of missing information/forms necessary for each program at the time of application submission.
- L. The system must pay the application fees in full before routing the application for processing to DPS.
- M. The system should have real-time duplication-checking to minimize duplicate applications from the same individual.
- N. The system must allow the users to pay for multiple applications in a single transaction.
- O. The system must allow users to pay a fine in a single transaction or as part of an agreed-upon payment schedule.
- P. The system must provide the individual user enrolled in a business to indicate that the employer will pay fees.
- Q. The system must allow the business owner to review the employee application requests and pay license fees for multiple employees in a single transaction.
- R. The system must allow end users to print their application, payment receipts, and submitted documents in PDF.
- S. The system will send reminder notifications to users who have started but not completed an application until the application is purged from the system.
- T. The system should provide help links to answer questions as user's complete forms online.
- U. The system must provide users with training information. Users must see training offered by DPS and third-party providers. Users must be able to search for third-party trainers/instructors by program and zip code.
- V. Training or exam registration requirements for training conducted by DPS:

1. The system must provide applicants the ability to register online for training that DPS facilitates for various programs; Applicants should only be able to register for training in the future based on availability.
  2. The system should prevent users from registering multiple classes for the same program/license.
  3. The system must allow applicants to see their scheduled training and have the ability to cancel or reschedule.
  4. The system must allow users to check their training status (i.e., pass, fail, etc.) and grades under the person's profile section. The system must provide users the ability to view a log of all training that the user has taken.
  5. The system must allow DPS employees to schedule training offered by DPS. The system must enable DPS employees to create courses, course locations, course sessions, course dates and times, class sizes, etc., based on business rules for each program.
  6. The system must provide a wait list function and allow authorized users to add last-minute participants to a course.
  7. The system must provide authorized users the ability to edit exam results.
  8. The system must provide the ability to attach results to the courses or exams performed by DPS. The system should automatically issue certificates upon successful completion. These certificates should be attached as a document in the individual's profile and sent as an email attachment or link to the individual.
- W. Training or exam reporting requirements for licensed instructors:
1. The system must allow the program instructors to create course records, add students, and create course rosters for associate applicants to various program licenses.
  2. The system must allow instructors to enter course results, e-sign the results, and submit them to DPS.
  3. The system must allow instructors to print and email the training certificates to the students.
  4. The system must automatically associate an applicant's training results with the applicant's licensee application based on the combination of DL number, first name, last name, and date of birth.
  5. The system must provide instructors with a dashboard based on business rules for reporting purposes such as the number of students in each class, passing percentage, etc. Instructors should only see their courses.
  6. The system must allow instructors to filter results by students' driver's license numbers, identification cards, course dates, etc.
  7. The application should allow DPS users to enter training sessions and rosters submitted by the instructor if they cannot enter through the portal.

#### **4.1.3 Inspection Module**

The enterprise licensing solution should include the entry and management of inspections across all programs. Inspections may result from a complaint or lead or may be periodically scheduled.

- A. The system must allow DPS users to record field inspection results for various programs.
- B. The system must allow users to capture data specific to each program.
- C. The system must assign inspection tasks based on business rules for DPS teams by program area, city, and zip code.
- D. The system must provide authorized users the ability to reassign these tasks.
- E. The system must allow users to schedule ad hoc inspections based on complaints.
- F. The system must be able to auto-populate data from the complaint form to the inspection form to reduce redundant data entry.
- G. The system must provide users with a map view of the upcoming inspection locations on handheld devices such as mobile phones or tablets.
- H. The system must provide a dashboard view of license status, previous inspection results, and prior complaints results for the facility scheduled for inspection.

#### **4.1.4 Appeals Module**

- A. The system must allow users to submit appeals through the customer portal. The appeals can be requested on any decision, such as suspensions, revocations, application denials, etc.
- B. The system must allow appellants to check the status of their appeals, including any decisions or updates made online.
- C. The system will generate tasks based on business rules to route the appeal request to the appropriate team based on the program area and the nature of the appeal.
- D. The system must provide the ability to schedule hearings and document decisions on these appeals.
- E. The system must allow reviewers to document their findings, decisions, and additional actions taken during the appeal process.

#### **4.1.5 Complaints and Leads Module**

Leads can come from Law Enforcement state agencies that share compliance and enforcement duties with the Department. The constituents usually drive complaints.

- A. The system must allow the constituents to file a complaint through the customer portal. A complaint form must capture the program area, city, county, and zip code. The user should be able to attach documents to the complaint.
- B. The system must allow internal users to create a complaint or a lead in the system.
- C. The system must provide the ability to sync these complaints in the complaints module on the back end.
- D. The system must ingest the original complaint received from the constituent. The system must generate an automated response to the individual submitting the complaint.
- E. The system must route these complaints to the appropriate program area based on business rules,



- F. The system must allow users the ability to document results from the complaint investigation process and provide users the ability to send notifications to the complainant.
- G. The system must allow users to search and filter the results from the complaints module.

#### **4.1.6 Interface Requirements**

Interface requirements for the LTC application

- A. Driver License System: Validate the license information end users enter for Texas-issued licenses. Additionally, this interface should provide the ability to import the DL photo and signature to the licensing system, which will be used for printing on the appropriate license card(s).
- B. State Payment Portal: Accept payment, send the funds to the appropriate accounts, validate that the payment has been processed, and store the required transaction information in the system. DPS needs to indicate per program the type of payment that can be used (credit card, ACH, etc.)
- C. Crime Record Clearing House (FACT) Verify the background process based on fingerprint search, FBI Rap sheets, and lawful presence verification. Store the unique SID number for the individual in the system and link to FACT.
- D. TLETS: Interface with the state's TLETS system as part of the background process check
- E. TCIC: Interface with the TCIC system to export LTC data that can be shared through TLETS to various law enforcement agencies across the state.
- F. The system should be able to interface with the Uniform Enrollment Platform (UEP) for fingerprint enrollment with the vendor so that applicants can schedule fingerprints when they apply. The system should accept information from the UEP system on the Unique Entity Identification Number (UEID) and have the ability to request a new UEID be created. The system should be able to update the application status based on fingerprint completion.
- G. Card Vendor: The system should be able to interface with the state-managed vendor to print cards once the license application is approved. The system should also be able to update the applicant's license information with the card issue date.
- H. ART: The system should be able to interface with the state's Accounting ART system, which is central cash receiving to reconcile payments received for various programs.
- I. ETRK system- DPS IT Finance system for tracking and reconciling payments for the various programs.
- J. Active Directory: The software system must integrate with the Agency's Active Directory to enable single-user sign-on. Additionally, there should be a user directory/list that translates the ACIDs into names and stores them so they can be displayed in real-time or in the future, regardless of current employment.
- K. Kaseware: Investigations that get initiated based on compliance issues failed inspection alerts/notifications for upcoming inspections and getting results/disposition results back from these inspections. A set of information will be imported from Kaseware into the licensing system.

- L. DPS Website Interface: Multiple search functions on the website for licensee information, including a Federal Firearm Licensee search and LTC instructor searches. These are examples only and not an exhaustive list.

#### **4.1.7 LTC Program-Specific Interface Requirements**

- A. Import/ingest the child support file from the Texas Attorney General's office used for application processing for LTC.
- B. Import/ingest the crime records file(s) for offense codes that is used to produce legislatively required annual published reports for LTC.

#### **4.1.8 Communication and Notifications Engine**

- A. The system must send email or text notifications to alert users of their application status, missing documents, payment issues, etc.
- B. The systems must send email or text notifications alerting users of upcoming renewals, compliance issues, and other critical events. The system should use department-approved email templates for various notifications.
- C. The system must provide the ability to log all the communication between the end user and the department in the messaging module/section of the application. This communication should comply with the department's record retention policies.
- D. The system must allow DPS employees to resend the messages in case of failures, etc.
- E. The system must send notifications based on chargeback insufficient funds as needed and provide a way to submit payment.
- F. The system must be able to generate letters that can be printed on department letter heads and mailed to end users to notify users of eligibility and compliance issues, denials, suspensions, or revocations.
- G. The system must send training and exam email communications throughout the lifecycle of any course or exam.

#### **4.1.9 Data Organization and Retrieval**

- A. The enterprise licensing system must provide a structured and searchable database for efficient organization and retrieval of information.
- B. Users must be able to search and filter results for licensees across various programs, the status of each license, any violations, etc., based on multiple business rules.
- C. The system shall support advanced search capabilities, allowing users to perform complex queries across multiple fields or using logical operators to refine search results.

#### **4.1.10 Master Name Index**

- A. The system must provide the ability to uniquely identify a business, or a licensee holder based on business rules. The system must comprehensively view all issued licenses for

these businesses and individuals. The system shall be able to sort, filter, and export the results.

- B. The system must allow DPS staff to merge profiles for an individual or company if they are in the system multiple times – for reasons like fat-fingered ID # or going from an out-of-state to in-state ID.
- C. The system should be able to provide best-match search results and strict matches.
- D. The system must be able to associate all violations, complaints or leads for the business or the individual under this profile.

#### **4.1.11 Collaboration and Information Sharing**

- A. The system shall provide collaboration features to facilitate communication and information sharing among collaborators on the same application.
- B. Collaborators should be able to review documents, exchange messages, and collaborate in real-time.
- C. The system must support version control for documents and manage updates and revisions made by different collaborators.
- D. Users will receive notifications and alerts on application updates, new messages, or document changes.

#### **4.1.12 Workflow**

- A. The system shall include a workflow engine to track the review process for applications, forms, reviews, and any other processes.
- B. The system shall track the progress of reviews, highlighting pending and completed reviews.
- C. Reviewers should be able to provide feedback, comments, and approvals on reviewed documents.
- D. The system must provide the ability to generate linear and parallel tasks based on the business rules.
- E. The system must provide admin users the ability to reassign these tasks.
- F. The system should allow the intake, eligibility, and compliance teams to collaborate and share notes on any application.
- G. The system shall provide a log to capture the notes. These notes must not be overwritten once the review is routed from one person to the other.
- H. The system must be able to restrict notes to specific team members/groups.
- I. The system must allow different teams to route the application internally to other teams based on how an application is processed.

#### **4.1.13 Tasking**

The software shall provide a tasking feature that enables the assignment and tracking of tasks to individuals and user groups. The tasking list should display relevant information such as the assigned person, task status, workflow category, and due date.

#### **4.1.14 Task Assignment**

- A. The system shall allow tasks to be assigned to user groups. User groups are predefined sets of individuals who share typical responsibilities or roles.
- B. The system shall also allow the assignment of tasks to specific individuals. Each task should be associated with a single person responsible for its completion.
- C. The system must provide a queuing mechanism where users can claim and release tasks.
- D. The system should have the flexibility to set tasks to be automatically distributed to group members or for group members to pull one or more functions from the queue.
- E. Administrators or defined users must be able to assign or re-assign tasks in bulk. The system must allow users to sort and filter the tasks for reassignment.
- F. The system must allow administrators to define the criteria for task reassignment, such as specific task types, due dates, or assigned users.

#### **4.1.15 Task Tracking**

- A. The tasking list shall provide a comprehensive overview of all assigned tasks, displaying the information such as but not limited to for each task:
  - 1. Assigned person or user group.
  - 2. Task status, indicating whether it is pending, in progress, or completed.
  - 3. Workflow category, categorizing the task based on the specific application workflow process.
  - 4. Due date, specifying the deadline for task completion.
- B. The tasking list must have filtering and sorting capabilities, allowing users to easily find and prioritize tasks based on various criteria, such as due date, status, or workflow category.
- C. There must be a dashboard for tasks and workflows for administration and reporting purposes.

#### **4.1.16 Task Updates, Notifications, and Analytics**

- A. The system shall allow task assignees to update the status and progress of their assigned tasks.
- B. Task updates must be reflected in real-time within the tasking list, providing up-to-date information on task completion and status changes.
- C. The system shall generate notifications or alerts to relevant parties when tasks are assigned, updated, or nearing their due dates. Notifications may be delivered through the system's user interface, email, or other appropriate communication channels.
- D. The software system must support generating reports and analytics related to tasking activities, including task completion rates, the average time taken to complete tasks, and workload distribution among individuals and user groups.
- E. Reports and analytics shall offer insights into performance metrics, allowing for better resource allocation, task prioritization, and process improvement.

- F. The system shall provide a role-specific dashboard view of all assigned tasks and statuses.
- G. The system shall provide the ability to generate tasks for a group and enable users to claim or release tasks for group activities.

#### **4.1.17 Document Management**

- A. The system must be capable of processing multiple document file types, including but not limited to:
  - 1. Microsoft Office document formats
  - 2. Adobe Acrobat PDF files
  - 3. TIFF image files
  - 4. JPEG image files
  - 5. PNG image files
  - 6. GIS files, image files
  - 7. Audio files
  - 8. Video files
- B. The system must allow searching by metadata and full text of content contained in the files.
- C. The system must allow a standard file naming convention as decided by the Division that assigns a unique identifier for all relevant document types.
- D. The system must identify orphaned document submissions at the file level and route them to an exceptions folder, initiating exception workflow tasks.
- E. The system must maintain audit tracking of all changes made by end-users.
- F. The system must preserve the submitted initial document(s) and maintain version control for changes made throughout processing.
- G. The system must be capable of editing documents to include but not limited to:
  - 1. Addition or deletion of annotations within files:
  - 2. Visual enhancement for readability:
  - 3. Redaction of original information contained in the document:
  - 4. Highlighting:
  - 5. Tagging with metadata for tracking, versioning, record retention, and archiving, at a minimum.
- H. The system must be able to perform the following activities, at a minimum, on data files within the system:
  - 1. Convert the original file type into another format,
  - 2. Addition or deletion,
  - 3. Copy, paste, move,
  - 4. Restore documents deleted in error, and
  - 5. Identify duplicate files for review.
  - 6. Be compatible with industry-standard scanning hardware and software and be scalable to future technologies.
  - 7. Export function to select a single document or a collection of documents and extract them, preserving metadata content.

#### **4.1.18 Security and Access Control**

- A. The system shall enforce secure user authentication and access control mechanisms to ensure authorized access.
- B. User roles and permissions must be configurable, allowing administrators to define access levels based on job responsibilities.
- C. The system must support data transmission and storage encryption mechanisms to ensure data security and privacy.
- D. Audit trails and activity logs shall be maintained to record user actions, system events, and data modifications, including a historical log of previous and new data values.
- E. The system should comply with industry best practices and relevant data protection regulations.
- F. Provide restricted access through the department networks or secure remote logins.
- G. Enforce security protocols and provide notifications for restricted and covert applications as defined by the Department, including but not limited to LTC file(s).

#### **4.1.19 Reporting and Dashboard Capabilities**

- A. The system shall provide comprehensive reporting capabilities to generate various reports, summaries, and analytics.
- B. The system must allow users to generate standard reports based on predefined templates for case statistics, timelines, or key performance indicators.
- C. The system must allow for custom report creation and ad hoc report creation, enabling users to specify criteria, filters, and visualization options.
- D. Reports should be exportable in multiple formats, such as PDF or Excel, for easy sharing and distribution.
- E. The system must include dashboards for internal management purposes, displaying information on applications, tasks, employee metrics, and any other pertinent information.
- F. The system must be able to customize dashboard reports/views for various audiences based on their preferences.

#### **4.1.20 Printing**

- A. The system shall enable configurable print templates for printing applications and compliance notices, as well as the ability to select attached documents, etc.
- B. The system shall allow users to print all or select specific attachments and images for printing purposes.
- C. Both external and internal users can print or reprint training certificates, licenses, and applications.

#### **4.1.21 Administrative Tools**

The software system must provide administrative tools that enable administrators to manage users' roles and reassign tasks within the enterprise licensing system.

Administrators must be able to create and maintain user accounts tied to Active Directory accounts, assign users to appropriate roles and groups, transfer users to different areas of the organization, and perform bulk reassignment of tasking.

A. User Management

1. The administrative tools must allow administrators to create, modify, and delete user accounts within the enterprise licensing system.
2. DPS User accounts must be synchronized with the organization's LDAP and Active Directory systems to ensure seamless authentication and access control.
3. The system must support user profile management, allowing administrators to update profile activities.

B. Role Assignment and Group Management

1. The administrative tools must provide functionality for assigning security roles and groups within the enterprise licensing system using DPS Active Directory groups created and managed by the Department network security team.
  - a) *Note:* Membership within an Active Directory group will be maintained and managed by the Department Network Security team. Membership details will be available to authorized DPS staff with access to Active Directory.
2. Administrators must be able to define and manage different roles and groups based on the organization's requirements and access control policies.
3. The system must allow administrators to assign an AD group to specific roles and groups, providing them with appropriate permissions and access privileges.
4. AD group roles and assignments must be flexible, allowing administrators to make changes based on organizational changes or AD group responsibilities.

#### 4.1.22 Data Migration

A. Data Extraction

1. The software should be capable of extracting data from the old systems, including application details, images, attached files, and related documents.
2. Documents must be migrated from the Enterprise Content Management system into the new licensing platform and associated with the appropriate entity (person or business)

B. Data Mapping

1. Provide a mechanism to map the data fields from the old system to corresponding fields in the new system. It should allow customization of field mappings to accommodate any differences or modifications in data structures between the two systems.

C. Data Transformation and Validation

1. Support data transformation and normalization to ensure the compatibility and integrity of the migrated data. It should perform data validation checks to identify

and handle any inconsistencies, missing information, or errors during the migration process.

D. Data Security

1. Prioritize the security of the migrated data, employing appropriate encryption mechanisms during transit and storage. Access controls and user authentication should be implemented to ensure authorized personnel can only access and modify the data.

E. Data Auditing and Logging

1. Maintain a detailed audit log of all migration activities, including data extraction, transformation, validation, and any errors encountered. Logging should capture relevant information such as timestamps, user actions, and error messages for troubleshooting and compliance purposes.

F. Incremental Migration

1. If necessary, the software should support incremental migration, allowing for regular updates of case data from the old system to the new system. It should track and migrate only the changes made since the last migration, reducing the overall migration time and minimizing data duplication.

G. Data Verification and Reconciliation

1. The software must offer mechanisms to verify the accuracy and completeness of the migrated data. Reconciliation checks will be performed to compare the migrated data against the source to ensure no data loss or corruption occurred during the migration process.

H. Performance and Scalability

1. The software must be able to handle large volumes of data efficiently, ensuring acceptable performance during the migration process. It should scale effectively to accommodate future growth.

I. Error Handling and Recovery

1. The software must handle errors and exceptions gracefully, providing informative error messages and appropriate actions for recovery. It should include mechanisms to roll back the migration process or resume from the point of failure, minimizing potential data loss or inconsistencies.

J. Documentation and Reporting

1. The software must generate comprehensive documentation and reports regarding the migration process, including summary statistics, migration status, and any identified issues or discrepancies.

K. Existing Legacy Systems for Data Migration



Vendor must perform the data migration, use their import tool, and work directly with DPS Information Technology staff to pull data from DPS data storage and import data into Vendor's application. The import tool must accurately match data fields for all records. Migrated data must retain applicable and relevant file identification. Data migration for the LTC and CAP systems would only occur once the system implementation to the Enterprise Licensing Platform is complete.

Name	Software Used	License Types	Comments
Capitol Access Pass (CAP)	.NET, Visual Basic;8, XML, SQL, .NET, HTML5, JavaScript, jQuery, MVC; XML, Visual Basic; PowerShell, Java	Capital Access Pass	
License-to-Carry (LTC)	.NET, Visual Basic;8, XML, DB2 Stored Procedures, SQL, .NET, HTML5, JavaScript, jQuery, MVC; XML, Visual Basic; PowerShell, Java SharePoint	Handgun license and handgun instructor certification	Instructor training and course completion tracking

#### 4.1.23 Native Applications

##### A. Mobile Platform Support

The software solution should support native applications for both iOS and Android platforms, supporting a wide range of mobile devices commonly used by law enforcement personnel.

##### B. Offline Support

The application should provide offline functionality, allowing users to create, access, and modify information even when not connected to the internet. Changes made offline should be synchronized with the enterprise licensing system once a network connection is available.

##### C. Performance and Scalability

The native application should be designed to deliver optimal performance, ensuring fast response times and minimal latency. It should be scalable to handle increasing user load and a growing number of cases without significant degradation in performance.

##### D. User Interface and User Experience

The system will be developed as a web-based application accessible via modern web browsers. The application should have an intuitive and user-friendly interface tailored

for mobile devices. It should adhere to platform-specific design guidelines and provide a seamless user experience across different screen sizes and orientations.

E. Integration with Enterprise Licensing System

The native application must integrate with the enterprise licensing system. Proper APIs and communication protocols should be established to facilitate data synchronization and seamless interaction between the application and the backend system.

#### **4.1.24 Maintenance**

- A. The contractor must provide maintenance and support for the Solution per the IT Standards and Requirements Exhibit.

#### **4.1.25 Training**

- A. The Contractor shall provide curriculum and instructor-led training for training the trainer. Course topics shall focus on features and use of the Software solution.
- B. Training sessions may be delivered at the Department's Headquarters or virtually at DPS's discretion.
- C. The Contractor shall coordinate the scheduling of training sessions with the Department's Project Manager for initial implementation and with the Contract Monitor if additional training is requested.
- D. The Contractor shall develop and provide training programs, produce materials, and utilize system-qualified trainers to provide instruction for the Department's personnel, as identified by the Department's Project Manager. All training curriculums must have final written approval from the department.
- E. The Contractor shall provide curriculum and instructor-led training for system administrators and developers.

#### **4.1.26 General Software Requirements**

- A. Application Programming Interface (API)
1. Use published and standard API so that the department or a third (3rd) party Contractor can interoperate with the Contractor's Software product without writing proprietary code; add new data sources to map into existing data schema; import and export data to other software solutions.
- B. Configuration Capability
1. Allow flexibility for business administrators to reconfigure input variables or default values without seeking the department's IT assistance.
  2. Include data entry with a free-form text area and word processing functionality to include auto save functions.
- C. Query Capability

1. Query data and metadata to generate statistics, respond to open record requests, ad hoc reporting, expunction, record validation, etc.
2. Provide the department with the functionality to define meta tags.
3. Include Query capabilities that do not require users to have experience with Structured Query Language (SQL) database queries.
4. Function to include but not be limited to loading multiple data elements from text files, CSV files, or Microsoft Excel spreadsheets, which can be used as parameters against predefined or interactively searched criteria.
5. Support partial and wild card searches that do not negatively impact system performance.
6. Provide the ability to enter key words (e.g., public figures, undercover pseudonyms), which will notify administratively pre-defined users when the keywords are used as part of the query.
7. Provide an administrative function to allow the Department to control the critical word tables where those key words are identified.
8. Provide the flexibility to query based on user-defined search parameters.
9. Queries issued by the Software solution shall result in responses within five (5) seconds for natively stored data.
10. In response to a query/report request, show the ratio of displayed results to the total number of queried results.

D. Optical Character Recognition

1. Should have the ability to ingest scanned images of text and perform optical character recognition (OCR) upon them, allow viewing of both the image and the OCR product, and include the OCR product as a data source for analysis.

E. Streamline Data Entry Process

1. Identify opportunities to prevent users from entering redundant data on various forms to create record types, query sessions, form searches, etc.
2. Maximize the use of dropdowns and look ups. Look ups should be configured to leverage the type-ahead feature available in all modern applications.
3. Provide users the ability to leverage the type-ahead feature available in all modern applications.

F. Spell Check and Formatting

1. The system shall provide the user with spell check and report formatting capabilities.

G. Speech to Text

1. The system should allow users to create reports/records using speech/voice recognition for individual users.

H. Auto Save Records

1. The system should provide the ability to save user records as the records are being created to minimize data loss for end users.

- I. Help Section
  - 1. Include contextual help within the application.
- J. Geographic Location
  - 1. The system must be able to interface with or contain a map component to show the location of a licensee.
  - 2. The system should store and display the latitude/longitude of a licensee.

#### **4.1.27 Workflow and Business Process Management**

- A. The system must be able to auto-generate tracking numbers on the various record types to distinguish various program application files.
- B. Establish an archiving strategy allowing users to search historical records and expunge data. Users should have access to this data and not experience performance degradation.

### **C.5 NON-FUNCTIONAL REQUIREMENTS**

- A. Performance
  - 1. The system must be capable of handling a large volume of records (approximately 10TB document storage and roughly 600GB for databases), documents, and users concurrently.
  - 2. Response times for data retrieval, document uploads/downloads, and system operations should be within acceptable limits as indicated in the IT Standards and Requirements document.
- B. Scalability and Cloud Environment
  - 1. The system must be scalable to accommodate increasing data storage and user capacity over time.
  - 2. The system must be hosted in a government-specific cloud environment, leveraging the scalability, reliability, and security features provided by the Public Cloud service provider.
- C. Usability
  - 1. The system should have an intuitive and user-friendly interface, enabling users to navigate the application processing workflows, access information, and collaborate efficiently.
  - 2. Proper documentation, including user manuals and training materials, should be provided to assist users in understanding and utilizing the system effectively.
  - 3. The system should come bundled with an enterprise manager, allowing application administrators to administer each server in their enterprise from a centralized application. All the configuration options, business rules, and settings available for the application are available through the enterprise manager. The main configuration elements available through the enterprise manager are:

- a) Edit/ Design forms through a graphical form designer.
- b) Create new logical server and database structures.
- c) Edit configuration files remotely through a powerful text editor.
- d) Configure system workflows through a graphical user interface.

**D. Data Security and Data Retention**

1. Comply with relevant statutes applicable to regulated programs and occupational licensing. This will include Texas Government Code §411.192 Confidentiality of Records, Texas Government Code §552.1176 and §552.11765 Confidentiality of Certain Information Maintained by State Licensing Authority and Texas Occupations Code §507.161.
2. Comply with data retention and archiving requirements documented by the Department's Records Management Schedule that comply with statutory requirements.
3. The system should employ industry-standard security measures to protect against unauthorized access, data breaches, and information leakage.
4. Data encryption, secure user authentication, and access control mechanisms should be implemented.
5. Regular security audits and vulnerability assessments should be conducted to ensure system integrity.
6. Data retention with auto-purge and pre-purge notification timelines will be defined by program type, statute of limitations, historical significance, or indefinitely retained. These rules are to be prescribed by the Department and managed by the Department in the Software solution.
7. Ability to redact information based on role.
8. The software should have data dictionary capabilities to share with the department.

**C.6 PROJECT SCHEDULE AND PLAN**

Respondent must include in its response a draft project plan detailing how Respondent will provide or implement the requirements of this solicitation. The draft project plan must detail how the Respondent would address the following phases:

- A. A description of the project organization;
- B. A breakdown and detailed description of the different deliverables;
- C. Expected dependencies, caveats, or risks that exist within the project plan and schedule;
- D. A schedule and work breakdown structure for the different deliverables of the project using Microsoft Project
- E. A Gantt chart illustrating a high-level timeline for the project, including task start and end dates and dependencies;
- F. Delegation of duties to each party for each of the tasks;

- G. Information regarding maintenance and support, along with standard project management components such as a risk management plan and a change management plan;
- H. Tasks required for the migration of all DPS data;
- I. The methodology Respondent will employ to ensure the schedule is met; and
- J. Provision or implementation of goods or services by the required dates, and subsequently provide support of these goods or services.

## **C.7 TRANSITION**

In the event that DPS awards a subsequent competitive solicitation to a new contractor or if DPS decides to perform the work itself, the Contractor must work with DPS and any new contractor to smoothly and seamlessly transition the contract. Contractor will develop a transition plan upon request by DPS. DPS must approve the transition plan before implementation. DPS will not release the final invoice until Contractor returns all Work to DPS.

## **C.8 ENHANCEMENT SERVICES**

Enhancement services include enhancements and modifications performed by the Contractor after the initial system has been accepted and implemented by DPS and outside the implementation or maintenance and support scope. Modifications and enhancement services could include updates based on legislative mandates, audit findings, business process improvements, or other changes in requirements.

Potential future enhancements may include, but are not limited to:

### **8.1.1 Program-specific portal functions for various programs are listed below:**

#### **A. Texas Metals program (MRE)**

1. The system must provide the registered license holders the ability to perform the following functions for metal purchases:
  - a) Ability to upload all transaction information regarding metal purchases.
  - b) Ability to manually enter transaction information about all metal purchases.

#### **B. Vehicle Inspection program (VI)**

1. The system must provide the registered license holders the ability to perform the following functions:
  - a) Upload inspection vehicle files from the Vehicle Inspection Connection system

#### **C. Ignition Interlock Devices (IID)**

1. The system must allow the device vendors to perform the following functions:
  - a) Ability to submit device approval application, fee, and associated required documentation.
2. The system must allow DPS users to update and maintain the approved device list for various service centers.
3. The system must allow registering device installation service centers, including processing their registration fees.

4. The system must allow device vendors to register and pay application fees for the service centers.
- D. Compassionate Use Program (CUP)
  1. The system must provide the ability to register physicians.
  2. The system must allow physicians to enter information regarding prescriptions and treatment plans.
  3. The system must provide dispensary owners the ability to register.
  4. The system must allow dispensary owners and their authorized users to enter prescription fulfillment orders.
  5. The portal must comply with all the HIPPA rules.
- E. Precursor Chemical and Laboratory Apparatus (PCLA)
  1. The system must allow the PCLA vendors to register and create accounts on the customer-facing portal.
  2. The system must allow the vendors to enter information regarding lost/stolen laboratory apparatus.

### **8.1.2 Law Enforcement Portal Functions**

The system should provide a law enforcement portal function on the external facing portal where law enforcement officers can log in to see information about the Texas Metals Program, Vehicle Inspection Program, and Compassionate Use Program for compliance purposes. The system must provide the following functions.

- A. The system must provide the ability to register and authenticate law enforcement officer's external to DPS, preferably using the Law Enforcement Protocol (LEEP) portal. The system must prevent users from creating an account using personal email addresses. The registration must include the name of the law enforcement entity they work for.
- B. The system must create an agency entity for an officer upon registration of the first officer with that entity. Agency entities can have multiple addresses for various locations.
- C. The system must provide an association of all law enforcement officers to an agency.
- D. The system must provide portal functions such as but not limited to secure account creation, password resets, address/email updates, phone number updates, etc.
- E. The system must allow law enforcement officers to communicate with DPS employees through the communication engine. All communication history should be logged.
- F. The portal must allow the officers to search for metal recycling, vehicle inspection, and compassionate use programs. These searches could be keyword-driven or based on different parameters. The system must allow the user to sort and filter these results by city, county, business name, zip code, etc.
- G. The system must allow users to upload documents, pictures, videos, etc. The system must tag these files so that they can be appropriately indexed.
- H. The system must have a mechanism to remove law enforcement users upon retirement or separation from the agency.

### **8.1.3 Interface Requirements**

- A. DPS Website Interface: Multiple search functions on the website for licensee information, including licensed inspection station search, IID location, Metal recycling entities, and Private Security licensees. These are examples only and not an exhaustive list.

### **8.1.4 Program Specific Interface Requirements**

- A. Interface for CUP dispensaries to upload their prescription fulfillment information from their Point of Sale (POS) system.
- B. Vehicle Inspection recall database – this is a database of vehicles with open recalls currently maintained by a vendor that prints on the Vehicle Inspection Report at the end of an inspection.
- C. Amazon Web Service (AWS) Cloud database for vehicle inspections – This database contains a subset of the vehicle inspection records that the Texas Department of Motor Vehicles (TXDMV) uses to verify inspection records.
- D. Texas Commission on Environmental Quality (TCEQ) file transfers in and out for vehicle inspection data and licensee information.
- E. Vehicle Inspection Connection interface – an API or web service that verifies inspector and station license information to allow them to perform inspections. It is also the interface by which the vehicle inspection record is sent to the DPS database.
- F. Webservice or API for Metal Recycling Entities to upload required transaction data from their applications to the Enterprise Licensing system.
- G. Ability to ingest emission information from the TORVET system. This information is used with the TCEQ emissions information to help the department make informed decisions regarding vehicle inspection registration renewals.

For all enhancements, DPS will submit a Change Order Request Form (CORF) to Vendor, which outlines the requested changes. DPS and Vendor will complete the CORF to include the specific areas added or changed by DPS. All changes require approval of DPS and execution of a Purchase Order Change Notice (POCN) or contract amendment prior to commencement of work.

Vendor must:

- A. Complete all testing per the IT Standards and Requirements Exhibit.
- B. If the deliverable cannot be provided within the scheduled timeframe, Vendor is required to contact the DPS PM at least five business days prior to the expiration of the CORF and work with DPS to determine whether to extend the timeline of the CORF.
- C. Arrange a kickoff meeting, if requested by DPS, held either virtually or at DPS main campus located at 5805 N. Lamar Blvd, Austin, TX 78752. Contractor Project Manager



- (PM) and DPS Division PM or designee is required to attend project meetings. DPS Contract Manager must be informed of all meetings prior to occurrence.
- D. Contractor must conduct status meetings with the DPS Division at a location and time determined by the DPS Division as needed. The meetings may be in person or virtual at the discretion of the DPS Division. DPS Contract Manager must be informed of all meeting prior to occurrence.
  - E. If changes are needed, the request for a revised schedule will include the impact to related dependent tasks, overall project, resolution methodology for correcting deficiencies and change to specific and overall timeframes.
  - F. Contractor must provide a list of all programming languages used in development or maintenance of the applications, and updated as changes are made. Languages applicable to application functionality will be identified within the Transition Plan.
  - G. Any changes to delivery dates must be reviewed and approved in writing by the applicable DPS Division, documented by the updated of affected Change Order governance table(s), provided from the applicable DPS Division to Contractor Program Manager and DPS Contract Manager, and requires a fully executed contract amendment.
  - H. The draft Change Order will be supplied to DPS for scope and pricing review.

The enhancement will undergo a stabilization and acceptance period. This stabilization period will not start until the enhancement is in production. The stabilization period will consist of ten business days of production operations with five consecutive business days error-free.

Enhancement acceptance will be documented in writing on the Change Order Acceptance Form by DPS and Contractor.

### 8.1.5 Remaining Existing Legacy Systems for Data Migration

Vendor must perform the data migration, use their import tool, and work directly with DPS Information Technology staff to pull data from DPS data storage and import data into Vendor's application. The import tool must accurately match data fields for all records. Migrated data must retain applicable and relevant file identification. Data migration for the remaining existing systems will only occur once the system implementation to the Enterprise Licensing Platform is complete.

Name	Software Used	License Types	Comments
Compassionate Use Program (CUP)	Amazon Web Services (AWS), Java, XML, CSS, HTML, SQL, JavaScript	Dispensing organization management and employees licensed;	Treatment plan, prescriptions, and fulfillment

Name	Software Used	License Types	Comments
		physicians registration	
Ignition Interlock Devices (IID)	Enterprise Content Management system (ECM), SharePoint	IID business licenses, IID device approvals	IID vendors and devices
Private Security (TOPS)	Java, GRAILS, SQL, SharePoint	Private security business licenses and Individual licenses	Manager training classes
Vehicle Inspection (Safety, Emissions) (VIC)	Java, Oracle, SharePoint	Business and individual inspector licenses	Vehicle Inspections, training classes
Texas Metals Program	Vendor system, SharePoint		Sales and purchases by MRE's, catalytic converter information
TORVET (vehicle emissions)	SharePoint		
PCLA (document management function)	SharePoint		

## C.9 DPS PERSONNEL

### C.9.1 DPS's Contract Administrator

- A. The Contract Administrator for administration of the Contract is Kristy Watts.
- B. The telephone number for the Contract Administrator is 512-424-2448.

- C. The email address is kristy.watts@dps.texas.gov.

The Contract Administrator is the representative of DPS's Procurement and Contract Services responsible for the general administration of the Contract, negotiation of any changes, and issuance of written amendments to the Contract.

If DPS and Contractor agree to amend the Contract, DPS will issue a written amendment signed by authorized signatories of the Parties.

#### **C.9.2 DPS's Contract Monitor**

- A. The Contract Monitor for the Contract is Rosemary Guerrero.
- B. The telephone number for the Contract Monitor is 512-424-7928.
- C. The email address is rosemary.guerrero@dps.texas.gov.

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

#### **C.9.3 DPS's Project Manager**

- A. The Project Manager for the Contract is Rosemary Guerrero.
- B. The telephone number for the Project Manager is 512-424-7928.
- C. The email address is rosemary.guerrero@dps.texas.gov.

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

#### **C.10 LIQUIDATED DAMAGES**

- A. DPS reserves the right to assess liquidated damages at an amount up to \$1,000.00 per day for each Business day Contractor fails to successful deploy RFO (Contract) stated functionality per agreed to project schedule and plan, \$500.00 per Business day Contractor fails to provide required reporting, issue response, meeting attendance, \$500.00 per occurrence of platform being unavailable for any length of time outside agreed upon SLAs and approved maintenance activities, and \$1,000.00 per day for documentation required in Section C.14 delayed per project schedule and plan. The parties acknowledge that the harm that will be caused to DPS by such a delay is difficult to estimate; however, the amount of liquidated damages listed in the Contract is a reasonable estimate and is enforceable.

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

#### **C.11 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PARTICIPATION**

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

- E. Contractor must submit the Prime Vendor Progress Assessment Report to the Contract Monitor and DPS HUB Office on a monthly basis (by the fifth day of the following month).

#### **C.12 INSURANCE REQUIRED UNDER THE CONTRACT**

Unless otherwise specified in this Contract, DPS's Standard Terms and Conditions or any other exhibit or attachment, Contractor will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure this Contract's proper performance and cover any potential liabilities with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry or as determined by DPS. Contractor will provide evidence of insurance upon request by DPS.

If any policy is determined by DPS to be deficient and does not comply with the terms of this Contract, Contractor will secure such additional coverage as required by DPS, law, regulation, or customary practice. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.

#### **C.13 CRIMINAL HISTORY BACKGROUND CHECK**

- A. Contractor's project personnel must submit to a fingerprint-based Criminal History Background Investigation, at Contractor's expense. To facilitate this Criminal History Background Investigation, each person must complete the DPS Contractor Background Information form (HR-22), which DPS will provide.
- B. If required under the Contract, Contractor will not allow personnel who have not submitted to and successfully completed DPS fingerprint-based Criminal History Background Investigation and who do not otherwise maintain a DPS security clearance to work on the Contract. DPS has the right to prevent Contractor's personnel from gaining access to DPS building(s) and computer systems if DPS determines that such personnel do not pass the background check or fail to otherwise maintain DPS security clearance.
- C. When required, Contractor's Project Manager will provide the following to DPS Contract Monitor no later than ten days after executing the Contract:
  - 1. the completed Contractor Background Information form (HR-22) for all proposed personnel; and
  - 2. acceptable fingerprints for all proposed personnel.
- D. Throughout the term of the Contract, DPS may require Contractor personnel to submit an annual DPS fingerprint-based Criminal History Background Investigation to DPS.

- E. Throughout the term of the Contract, Contractor will promptly notify DPS of any activity or action by Contractor's personnel or subcontractor's personnel that may affect that individual's ability to continue to work under the Contract.

## **C.14 PROJECT MANAGEMENT REQUIREMENTS**

### **C.14.1 Project Management Standards**

Contractor must comply with DPS standards and requirements during project implementation as they are outlined by DPS's project manager.

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

DPS follows the Project Management Body of Knowledge (PMBOK), which is the global standard for project management. Alternative methodologies for project management may be utilized by the Contractor, as agreed upon in writing.

Any documents requested by DPS must be delivered to the project manager during project implementation upon Contract award.

DPS will review all documents that Contractor delivers to DPS. Contractor must update all documents throughout the project lifecycle and provide updates to DPS upon demand. Before final acceptance, Contractor must provide the final version of all documents.

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

Contractor must provide to DPS project manager a weekly status report by Thursday at 5:00 P.M. CT and prior to any holiday unless a different frequency is agreed upon in writing. The weekly status report must include the project accomplishments, issues, goals for next week, project milestones, and identified risks with a mitigation plan.

### **C.14.2 PM DELIVERABLES**

Contractor must conduct, within ten business days from contract award, a project kickoff meeting that is the first meeting held with stakeholders and team members to define the project deliverables, success and acceptance criteria and other activities. DPS will provide Contractor a list of DPS personal to invite to the meeting.

During the project, Contractor must provide the project documents described in this section within the period specified in the project schedule or as required by the DPS Project Manager.

The project schedule must contain all of the information listed below and determine the duration of project activities necessary for DPS and Contractor to complete the project.

The project schedule is a work-in-progress document and Contractor must update and maintain it weekly. Contractor must deliver to the DPS Project Manager, the project schedule and project plan within ten business days of the project kickoff meeting (or as agreed upon by both parties) and must include all identified and agreed upon deliverables in writing.

- A. Project Schedule—This schedule defines the timeline for the project and must include the following details, unless a modification is agreed upon in writing:
  - 1. Revision date of Project Schedule
  - 2. A detailed list of tasks
  - 3. Ownership of task (listing the resource(s) that will address each task)
  - 4. An estimate of the amount of work for each task in hours
  - 5. An estimate of the duration of time (from start to finish) for each task in days.
  - 6. Resources assigned to each task.
  - 7. Projected start and finish dates for each task
  - 8. Dependencies between tasks
  - 9. Dependencies on external entities
  - 10. Project milestone indicators
  
- B. Project Plan—This document defines the plan to carry out the project and must contain the following information, unless a modification is agreed upon in writing:
  - 1. Approach for Discovery and Design
  - 2. Implementation Methodology
  - 3. Project Overview Description
  - 4. Roles and Responsibilities Matrix that identifies who is responsible, accountable, consulted, informed and approver for all project deliverables.
  - 5. Communication Plan that defines how communication will be conducted, with who, when and how often.
  - 6. Escalation Plan that defines the process for informing leadership
  - 7. Milestone Schedule
  - 8. Project Assumptions, Project Dependencies and Project Constraints
  - 9. Requirements Development and Management Plan, which describes how the work of requirements development and management will be conducted for a specific program or project.
  - 10. Defect Management Plan including how defects/issues will be tracked and escalated.
  - 11. Risk Management Plan that includes Risk Identification, Risk Assessment, Risk Mitigation Plan, Risk Mitigation Implementation, Monitor and Control
  - 12. As a supporting document to the Risk Management Plan, a Risk Register must be provided which includes a list of all the risks, date risk raised, description of risk, importance of risk (high, medium, minor based on probability), owner of the risk,

status of the risk, description of the status, description of the mitigation, date of closure, reason for closure.

13. Quality Management Plan that identifies how quality expectations and measurements for the project will be met.
14. Operations and Transition Plan that identifies the transition of knowledge for the project or product to the operations or support team. Include activities and timelines for transferring the knowledge to the appropriate support teams.
15. Project Close Out that identifies the process or activities associated with finalizing the handoff of the project deliverables to the business team and completing the administrative aspects of closing the project.

The vendor will be responsible for performing the following services and delivering the documents listed below:

- A. Business Requirements Document (BRD)/ User Stories that identifies and details the business requirements and provides a gap analysis.
- B. Traceability Matrix to ensure that requirements align with the project deliverables.
- C. All necessary design work, implementation work, and software installs on production and non-production environments.
- D. All the configuration of production and non-production environments and application software
- E. Non-production environments constitute development, test, training, and staging environments.
- F. Any required system integrations, always provided that a suitable means of interfacing with the systems to be integrated with is provided by DPS or its partner vendors responsible for the target systems.
- G. The vendor must create and provide the Department with prototypes for the desired requirements on a test or similar environment for feedback and validation unless the vendor identifies that a requested requirement is sufficiently low impact / low risk to make this unnecessary, and the DPS Project Manager agrees in writing.
- H. Software quality unit testing and system integration testing documentation should include test cases and test scripts unless the vendor identifies that a requested requirement is sufficiently low impact / low risk to make this unnecessary, and the DPS Project Manager agrees in writing.
- I. The vendor must provide DPS with the test scripts and the test run results from Test Cases in PDF, Excel, and or Word formats in an iterative manner as agreed in the project schedule to allow the DPS to verify testing carried out by the vendor unless where the vendor identifies that a requested requirement is sufficiently low impact / low risk to make this unnecessary and the DPS Project Manager agrees in writing.
- J. The vendor must perform unit testing in the vendor development environment.
- K. The vendor must perform the initial System Integration
- L. The vendor must provide UAT test scripts and test results for DPS review and approval.
- M. Upon DPS request, the vendor must provide resources during User Acceptance Testing (UAT).



- N. The vendor must investigate and resolve defects identified during testing and UAT except where such defects are shown to be caused by issues in the APIs or other interface methods provided by DPS or its other vendors.
- O. Defect metrics will be counted at 5 pm Central time each day of the two weeks leading up to the conclusion of the 30-day stabilization period. Only defects affecting the PRODUCTION environment will be counted towards the metrics. Milestone attainment will be achieved by the vendor submitting a request for confirmation via email and the DPS Project Manager responding with corresponding written acknowledgment.
- P. System Design Description (SDD) that explains the technical architecture design and includes the following:
  - 1. Interface Control Document (ICD) that identifies the system interfaces.
  - 2. Network/Architecture Diagram (NAD) that documents the system architecture and network layers.
  - 3. Platform Specification (PS) document that identifies third party hardware and software for servers being delivered to DPS or placed in DPS Data Center
- Q. System Security Document (SSD) that details security features.
- R. Data Migration Plan that includes Data File Definitions/Data Dictionary and details the process for transferring data. The vendor is responsible for producing the data mapping document.
- S. Configuration Document that details all configuration changes made to the software application or hardware.
- T. Application Guide based on the configured solution for DPS.
- U. Training Plan that identifies the plan for training the resources affected by the project, level of training provided, audiences, high level schedule, the outline of who will deliver training and when and where the training will occur. It must include training material and tools used to provide training.
- V. If applicable, Pilot Plan that details the feasibility study or experimental trial of the project. The Pilot Plan will be conducted on a smaller scale, for a shorter period of time to allow DPS to learn how the project might work in practice.
- W. Go-Live Plan that details the first day the system will be in production.
- X. Implementation Plan that details the execution of the system to include the method, design, model, specification, standard, or policy for implementing the system into production.
- Y. Validation Plan that defines how the system was tested and the results of the testing.
- Z. Rollback Plan that defines the plan and process to return to the original state before the system was put into production.
- AA. Release Notes that define any updates or changes to the system.
- BB. Operations Support Manual that defines the operating procedures for DPS.

#### **C.15 CYBER SECURITY CONTRACT REQUIREMENTS**

Contractor must comply with the requirements found in the Cyber Security Contract Requirements Exhibit. To the extent that any language in the Contract conflicts with the

Cyber Security Contract Requirements Exhibit, the Cyber Security Contract Requirements Exhibit controls.

For all contractor-hosted services proposed (even if Vendor wants to use a third-party provider such as a standardized cloud services provider), Respondent must provide a completed Consensus Assessments Initiative Questionnaire (CAIQ) found at this link. <https://cloudsecurityalliance.org/https://cloudsecurityalliance.org/research/cloud-controls-matrix/cloud-controls-matrix>

In this section, hosted services mean a combination of traditional IT functions to be provided by Vendor or a third-party provider, such as infrastructure, applications software (including COTS software solutions), security, monitoring, storage, hardware, and hardware maintenance.

For hosted services using a third-party cloud services provider, the Contractor must deploy in an environment authorized by TX-RAMP, StateRAMP, or FedRAMP at a High impact and maintain program compliance and certification throughout the term of the contract. If CJIS data is being processed, stored, or transmitted, Contractor must deploy in a Government Cloud environment.

#### **C.16 INFORMATION TECHNOLOGY STANDARDS AND REQUIREMENTS**

Contractor must comply with the requirements found in the IT Standards and Requirements Exhibit, and the IT Application Service Level Agreement (SLA) Exhibit.

#### **C.17 FBI CJIS SECURITY ADDENDUM**

Vendor, as appropriate, must execute a signed CJIS Security Addendum that Vendor can download from <http://dps.texas.gov/SecurityReview/documents.htm>. Additionally, each Contractor employee or subcontractor employee performing duties related to the Contract must sign a CJIS Security Addendum Certification prior to beginning work. Each certification must include the employee's or subcontractor's employee's signature and Vendor's authorized representative signature. DPS may terminate the Contract if it determines Contractor is out of compliance.

Prior to beginning work on the Contract, Vendor must enter into the CJIS online system all Contractor employees and subcontractor employees who will work on the Contract and have those employees and subcontractor employees complete the CJIS online training and testing. DPS can provide further instructions upon request. Vendor must meet or exceed all requirements contained in the CJIS Security Policy found at the same website.

## **SECTION D—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS**

### **D.1 RESPONSE PREPARATION INSTRUCTIONS**

- A. These instructions are designed to help ensure the Respondent submits all relevant information in its response.
- B. Responses must be prepared in accordance with these instructions providing all required information in the format specified.
- C. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for considering the response non-responsive unless stated otherwise within this solicitation.
- D. Responses must use a sans serif 12-point font (such as Arial or Calibri) on an 8-1/2" x 11" format (except for graphic information being requested). Respondent's response must be paginated, contain a full table of contents, and have component sections clearly identified.
- E. DPS must receive responses no later than the deadline established in this solicitation and submitted to the submission email listed on page 1.
- F. Respondent must ensure that its response is clearly labeled.
- G. Respondent must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, and other similar documents may not be submitted.
- H. Respondent must submit all pertinent information directly within its response, information submitted as an internet link is considered non-responsive. Respondent must submit documentation or information within the response.

### **D.2 SOLICITATION ADDENDA**

- A. No later than the established solicitation deadline, Respondents must acknowledge receipt of all solicitation addenda by signing and returning the addenda, identifying the addenda number and date.
- B. Respondent's failure to timely acknowledge addenda may subject its response to rejection.

### **D.3 LATE SUBMISSIONS, CHANGES, AND WITHDRAWALS OF RESPONSES**

- A. DPS will not consider any response received at the designated email address after the specified date and time.

- B. Respondent cannot amend its response and DPS will not accept an amended response after closing date and time. If Respondent wants to amend its response, Respondent must amend prior to the closing date and time.
- C. Respondent must clearly identify any alterations made before closing time through its authorized representative.
- D. Alterations made before closing time will be initialed by Respondent or its authorized representative.
- E. No responses can be withdrawn after closing date and time without approval by the DPS Contract Administrator in writing. Should a Respondent, after closing time, request its response be withdrawn, Respondent must email the request to the Contract Administrator listed in the solicitation.
- F. DPS is not responsible for submissions delivered to DPS after the date and time stated on page 1 of this solicitation. It is the Respondent's responsibility to ensure that it submits, and that DPS receives, its complete response timely. DPS recommends that Respondent submit their complete response well in advance of the due date and time stated on page 1 of this solicitation.
- G. DPS takes no responsibility for electronic responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any DPS anti-virus or other security software. Therefore, DPS recommends confirming receipt.

#### **D.4 RESPONSE ACCEPTANCE PERIOD**

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

#### **D.5 CONTRACT AWARD**

DPS may award one or more Contract resulting from this solicitation to the responsible Respondent, whose response is best value under the evaluation criteria in this solicitation.

#### **D.6 DPS'S RIGHTS**

- A. DPS may:
  - 1. reject any or all responses if such action is in the public interest.
  - 2. accept other than the lowest priced response; and
  - 3. waive minor informalities and minor irregularities in responses received.

- B. Waiver of deviations in any response will not constitute a modification of this solicitation and will not preclude DPS from asserting all rights against Respondent for failure to fully comply with all terms and conditions of this solicitation. Copyrighted responses are unacceptable and are subject to being considered as non-responsive. DPS reserves the right to make any corrections or include additional requirements in the resulting contract prior to issuance which are necessary for DPS's compliance, as an agency of the State of Texas, with all state and federal requirements. DPS reserves the right to consider any response non-responsive which asserts any copyright on any DPS-created form which is specifically designated by this solicitation to be a form that will be completed and included in a response submitted in response to this solicitation.
- C. DPS reserves the right to reject any one response, or all responses or portions of responses submitted in response to this solicitation.
- D. Except as provided for in section D10, the submission of a response has the effect of waiving proprietary rights or confidentiality.
- E. All responses and any content provided by the Respondent are considered the property of DPS for use for the life of any resulting contract as determined by DPS with respect to the scope of the project.
- F. DPS is not liable for any costs or damages that may be incurred by respondents or in the preparation, formulation, or presentation of a response.
- G. In case of ambiguity or lack of clarity, DPS may adopt such interpretations as may be advantageous to DPS.
- H. DPS reserves the right to withdraw this solicitation at any time for any reason.
- I. DPS reserves the right to award no contract and to solicit additional responses at a later time.
- J. DPS incurs no obligation regarding this solicitation unless and until a contract is fully executed by the parties. However, all responses received by DPS will remain confidential until the evaluation process is complete.
- K. DPS will not hold a public response opening event.

## **D.7 RESPONSE SUBMISSION INSTRUCTIONS**

### **D.7.1 Volume One – Contract Forms and Required Response Information**

This section will contain the following completed contract sections with authorized representative signatures, where applicable:

- A. Solicitation, page 1 (with any signed addenda);

- B. Information and Certifications Form;
- C. Financial Rating and Solvency Information, if applicable;
- D. A Redacted Solicitation and Contract response, if applicable;
- E. Direct Deposit Authorization Form (74-176), completed if choosing direct deposit as a possible payment option;
- F. Request for Taxpayer Identification Number and Certifications (W-9);
- G. Application for Texas Identification Number (AP-152); and
- H. Documentation from the appropriate state entity that indicates that Respondent is properly certified to conduct business in the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Account Status from the Comptroller of Public Accounts).

#### **D.7.2 Volume Two – Information Section**

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

- a. Demonstrated experience in providing the services requested in this solicitation for each key project personnel.
  - b. Résumés for key personnel assigned to any resulting contract will include: project management experience, supervisory experience, business process experience, application languages, hardware installation abilities, software upgrade experience, programming skills/abilities, data formats for each qualifying project.
    - 1) Name
    - 2) Title (current)
    - 3) Education
    - 4) Experience related to projects the staff member was directly involved in
    - 5) Project(s) Scope
      - a) Role
      - b) Related specific technical qualification experience
      - c) Start and completion dates (must include MM/DD/20YY)
      - d) Specific work to be performed or deliverables to be provided under the Contract.
- D. Respondent must identify and provide in its response a minimum of three references relating to past contracts or projects that are similar in size and scope. Respondent must provide, at a minimum, the name, email address, phone number, and title for each reference provided. Additionally, Respondent must provide project begin and end dates, brief descriptions of deliverables, overall costs, and scope of work performed.
- E. Organizational, biographical, and Financial Rating information for the Respondent and all proposed third parties and subcontractors, if applicable.
- F. Project Schedule and Plan: A plan detailing how Respondent will deliver the commodities and fully implement the services required in Section C.
- G. Respondent must specifically address, within its response, the requests for information as detailed throughout this solicitation. Respondent is responsible for ensuring that all such information is included within its response.
- H. Respondent is encouraged to provide a response narrative for each section and subsection, in the format in which requirements are presented, in sufficient detail to clearly demonstrate Respondent's compliance with all requirements of this solicitation, both technical and administrative. Supplemental justification or documentation can be provided as attachments. Respondent must ensure that all material submitted should be directly pertinent to the requirements of this solicitation and will be formatted as to the specific requirement as delineated in this solicitation.

- I. Electronic and Information Resources (EIR) Accessibility. Respondent must provide documentation of the voluntary product accessibility template (VPAT) Voluntary Product Accessibility Template (VPAT<sup>™</sup>) | Section508.gov (including accessibility conformance reports or vendor accessibility development services questionnaire as applicable) and Section 508 and EIR compliance for all components of the proposed goods or services. See Tex. Gov't Code Chapter 2054, Subchapter M; 1 Tex. Admin. Code Chapter 213; and 1 Tex. Admin. Code Chapter 206; and WCAG 2.0 AA (current and as subsequently amended). VPAT is a vendor-generated statement (using the required template) that provides relevant information on how a vendor's product or service claims to conform to the Section 508 Standards.
- J. Business Continuity and Disaster Recovery Plan. Respondent must submit, with its response, descriptions of its business continuity and disaster recovery plan and processes. If DPS awards a Contract under this solicitation, Contractor must submit, within ten days from Contract award, its plans regarding how Respondent will protect DPS's vital state records throughout the life of the Contract and for any record retention period required beyond the life of the Contract. The plans must include specific actions Contractor will take to meet DPS's essential function recovery times and the related artifacts for the methodologies, tests, and exercises used to validate its business continuity and disaster recovery plan. DPS may reasonably require Contractor to amend its business continuity and disaster recovery plan (based on DPS's dependence or necessity on the particular good or service).
- K. **Assumptions.** No assumptions should be included in a response. All issues or questions that might be advanced or addressed by way of assumption should be submitted to DPS. *The inclusion of assumptions in a proposal may result in a Respondent not being awarded a contract.*
- L. **Exceptions.** If the Respondent has exception requests to the DPS Standard Terms and Conditions, these exceptions must be submitted on the Vendor Exceptions Form by the deadline DPS is to receive the responses. Failure to include exceptions in the Respondent's response may result in disqualification of the proposal or rejection of exceptions received after the response deadline.

### **D.7.3 Volume Three – HUB Subcontracting Plan (HSP)**

Respondent must provide a completed HSP as required.

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

### **D.7.4 Volume Four – Cost and Pricing Response**

Respondent must provide pricing in the required Mandatory Pricing Schedule format. Failure to submit proposed pricing on the Mandatory Pricing Schedule may result in disqualification.



## **D.8 PRESENTATIONS**

DPS may require a presentation (e.g., interview, demonstration, and/or site visit) from the competitive field of Respondents to gather more information to determine negotiation and award recommendations. The first round of evaluations will identify the vendor field of competition. If DPS chooses to conduct demonstrations, those selected will be scored using the criteria listed within Section E, Evaluation Criteria, to include information provided in the presentation. DPS will complete another evaluation and scoring matrix for the field of competitive Respondents without taking the initial evaluation into account. The new score will be the Respondent's final score and determine the ranking of the Respondent(s) following the presentation. Respondents are responsible for their presentation equipment, materials, and internet connection. Respondents will be given advance notice and an agenda for the presentation specifying the solicitation requirements to be presented in detail. Respondents are not to present marketing materials not related to the DPS solicitation. If DPS requires a site visit, DPS will notify the Respondent of the time and location. Failure to participate in the requested presentation or site visit may eliminate a Respondent from further consideration. DPS is not responsible for any costs incurred by the Respondent in preparation for any presentation or site visit.

## **D.9 DISCUSSION AND CORRESPONDENCE**

- A. Respondent must communicate and ask questions concerning this solicitation, including any of a technical nature, in writing only to the Contract Administrator listed on page 1 and in accordance with any required deadlines.
- B. DPS will provide written responses to vendor questions in Addendums posted on the Electronic State Business Daily (ESBD).
- C. Respondent should rely only on the written information provided in this manner. Respondent is specifically cautioned against relying on any oral information.
- D. Respondent is specifically prohibited from making contact with any DPS personnel other than the Contract Administrator involved in this solicitation for discussing its responses. The only exception is if the Respondent has questions regarding proper completion of the HSP, the HUB coordinator listed on the HSP may be contacted with a copy to the Contract Administrator.
- E. The responsiveness of each response will be evaluated upon the written instructions provided by throughout this solicitation and as described in Evaluation Criteria.
- F. Unauthorized contact with DPS personnel by any Respondent may result in DPS considering Respondent's response non-responsive in its entirety.

## **D.10 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT**

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

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

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

If Respondent's response contains any information which Respondent claims is confidential and not subject to release under the PIA, Respondent must prepare and deliver to DPS two copies of its response containing the following information.

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

**D.11 AGENCY POSTING OF CONTRACTS**

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

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

**D.12 ANTICIPATED SCHEDULE OF EVENTS**

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

7/15/2024	--	Solicitation Posted to ESBD
7/24/2024	5:00 PM CST	Last day to submit written questions for clarification to DPS
7/31/2024	End of Business	Estimated date for DPS to post Question and Answer (Q&A) document to ESBD
8/13/2024	5:00 PM CST	Deadline for DPS to receive responses

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

Questions regarding this solicitation must be in writing and must be submitted to DPS’s Contract Administrator by the date and time noted in the table listed in this solicitation. Questions may only be submitted by email. DPS intends to post answers to these questions on the ESBD on or before the date and time noted in the table listed in this solicitation. Respondent is solely responsible for verifying DPS’s timely receipt of its questions by the stated deadlines.

## SECTION E—EVALUATION CRITERIA

DPS will evaluate responses in accordance with the best value standards in Tex. Gov't Code §§ 2155.074, 2157.003, and 2157.125. The specific criteria and relative weights are as follows.

Criteria	Weight
Technical Requirement	70 points
Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support.	10 points
Cost	20 points
Total	100 points

A Respondent's past performance will be measured in accordance with applicable provisions of Texas Gov't Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may no longer be considered for this selection criterion for any of the following conditions:

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

Contractor performance information is located on CPA's website at:  
<http://www.txsmartbuy.com/vpts>.

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

## **SECTION F—LIST OF EXHIBITS**

### **By number and title**

- F.1 Standard Terms and Conditions
- F.2 Information and Certifications Form
- F.3 Mandatory Pricing Schedule
- F.4 HUB Subcontracting Plan (HSP)
- F.5 Change Order Request Form
- F.6 Change Order Acceptance Form
- F.7 Final Acceptance Form
- F.8 Cyber Security Contract Requirements
- F.9 CJIS Security Addendum and Certifications
- F.10 IT Standards and Requirements
- F.11 IT Application Service Level Agreement (SLA)
- F.12 Application for Texas Identification Number (AP-152)
- F.13 Direct Deposit Authorization Form (74-176)
- F.14 Request for Taxpayer Identification Number and Certifications (W-9)
- F.15 Vendor Exceptions Form