



TEXAS DEPARTMENT OF PUBLIC SAFETY

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REQUEST FOR PROPOSAL (RFP) Crime Records Service Texas Path to NIEM

RFP NUMBER: 405-C7-4031
RFP CLOSING DATE: 03/27/2007
RFP CLOSING TIME: 3:00 PM

Class Item Codes:

958-16	Business Management Services
958-77	Project Management Services
958-82	Records Management Services (Includes document management services which also includes technology integration)
961-10	Business Plan Development Services
961-56	Program/Project Development and Management Services

PLEASE COMPLETE THE FOLLOWING:

The Texas ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is unknown, complete the following:

* TAX NO. _____

* VENDOR NAME: _____

* VENDOR ADDRESS: _____

*VENDOR CITY _____ *STATE _____ *ZIP _____

*VENDOR CONTACT PERSON: _____

(PLEASE PRINT)

* (ORIGINAL SIGNATURE)

FAILURE TO SIGN WILL DISQUALIFY RESPONSE (AUTHORIZED SIGNATURE)

*PHONE NUMBER: _____ *FAX NUMBER: _____

*E-MAIL: _____

5805 "REQUIRED" MUST BE FILLED OUT COMPLETELY.

Check below if preference claimed under Rule 1 TAC 113.8

- Supplies, materials, equipment, or services produced in TX/offered by TX offerors
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX offerors
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

When mailing or hand delivering your response, please place a label in the lower left-hand corner of the sealed mailing envelope; If response requires more than one envelope, place a label on each sealed envelope. Below is the example of the format:

Ship To:
Texas Department of Public Safety
Attn:
5805 N. Lamar Blvd.
Austin, TX 78752
RFP #:
RFP Closing Date:

Mail To:
Texas Department of Public Safety
Attn:
P.O. Box 4087
Austin, TX 78773-0130
RFP #:
RFP Closing Date:

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TEXAS PATH TO NIEM

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Section 1: Introduction

The Texas Department of Public Safety (TXDPS), Crime Records Service (CRS), manages several statewide criminal justice information systems, including the Texas Crime Information Center (TCIC), the Texas Computerized Criminal History (CCH) System, the Texas Automated Fingerprint Identification System (AFIS), the Texas Sex Offender Registration (SOR) file, and the Texas Uniform Crime Reporting (UCR) System. As each of these systems succeeds only to the degree that they are populated with data reported by local justice agencies, it is critical that TXDPS employ appropriate standards for information exchange. With the advent of the Department of Justice's Global Justice XML Data Model (GJXDM) and the emerging collaboration between the Department of Justice (DOJ) and Department of Homeland Security (DHS) on the National Information Exchange Model (NIEM), TXDPS must implement standards that are consistent with these national guidelines, and—very importantly—with standards and implementations that are consistent with those being used by other state and local justice agencies in Texas.

As such, TXDPS cannot create its own required interchange standards without the relevant Texas statewide standards having been developed first. Accordingly, this procurement is a TXDPS procurement to forward the statewide standards necessary for the most efficient implementation of the CRS systems.

This same situation exists with the Texas Department of Criminal Justice (TDCJ) and the Office of Court Administration (OCA). Those agencies also require submission of data from local reporting agencies. In addition, OCA works closely with local courts on automation initiatives that will benefit from NIEM compliance throughout the state. As such, this procurement is being pursued by TXDPS on behalf of the TIJIS effort and in partnership with TDCJ and OCA.

Section 2: Scope

CRS is posting this Request For Proposal (RFP) seeking the procurement of two (2) major deliverables by August 31, 2007 and October 31, 2007 that brings immediate value to justice agencies and lays the foundation for Texas agencies reaching NIEM compliance. The project requires the vendor to review and update the *Texas Justice Information Integration Initiative Plan* (TJI3) in collaboration with selected stakeholders to map out the strategy for reaching NIEM compliance for justice, homeland security, and other disciplines in Texas. Separately, the project seeks a “gap analysis” of certain current exchanges within the Texas justice community and the development of a data reference model based upon those exchanges. Because of the short deliverable time frame required, the exchanges under evaluation are limited to external exchanges between local and state justice agencies.

Section 3: Background:

In 2002, the Texas Department of Information Resources (DIR), on behalf of an ad hoc working group of local and state justice agencies created the TJI3 Plan (Appendix I) for justice information sharing. No specific funding was available to any of the participating agencies; the plan was created to provide a blueprint for the agencies, should any resources become available.

The following text is an important excerpt from the TJI3 Plan:

DIR at the request of the Criminal Justice Policy Council (CJPC), was tasked with developing the TJI3 Plan. DIR worked with an advisory committee of state and local policy makers and administrators who represented a cross-section of the criminal and civil justice information community. The following entities were represented on the TJI3 advisory committee:

- County Information Resources Agency (CIRA)
- Criminal Justice Policy Council (CJPC)
- Department of Information Resources (DIR)
- Harris County
- Judicial Committee on Information Technology (JCIT)
- Office of Court Administration (OCA)
- Office of the Governor, Criminal Justice Division (CJD)
- Texas Association of Counties (TAC)
- Texas Commission on Jail Standards (TCJS)
- Texas Department of Criminal Justice (TDCJ)
- Texas Department of Public Safety (DPS)
- Texas Juvenile Probation Commission (TJPC)
- Texas Youth Commission (TYC)

The advisory committee was aware of the many state and local justice-related technology projects under development in the state and was concerned about the lack of coordination and information sharing. The committee was sensitive to local agencies' complaints about the number of times they must submit the same information to the state to feed disparate systems. The committee sought a plan to develop a blueprint for the sharing of justice information in the state. Once a blueprint has been developed, the plans of the separate agencies could move toward a coordinated end and technology could be used to address state and local concerns.

This plan identifies goals, strategies, and deliverables that are necessary to develop the blueprint, independent of the resources that may be required to take those steps. Currently, no agency has received funds specifically to execute this plan. These goals are very ambitious, and the fact that the plan has been written should not raise expectations regarding what portion of it may be accomplished within any certain period of time.

TJI3 Vision:

The TJI3 Plan provides a foundation for the improved administration of justice through **collaboration** among governmental entities to provide accurate, secure, and timely information to users in a format that is simple and useful.

TJI3 Mission:

To coordinate the development and operation of justice systems maintained or managed by participating justice entities so that those systems are able to share information consistently, accurately, and potentially electronically in a manner that maximizes the services provided to justice information users in Texas.

TJI3 Plan:

1. Create a governance structure for TJI3
2. Create a consolidated justice data model for the State of Texas
3. Improve integrity, accuracy, and timeliness of justice information
4. Increase access to and improve response from justice data systems
5. Establish a statewide data sharing infrastructure

In 2004, under the leadership of Tarrant County representatives, many of the same agencies who worked on the TJI3 Plan and other stakeholders signed a charter creating a governance for statewide justice information sharing, as suggested in step one (1) of the TJI3 Plan. That Charter created the Texas Integrated Justice Information System (TIJIS) initiative.

This procurement is being pursued by TXDPS on behalf of the TIJIS effort and is designed to update the TJI3 Plan and to address the second step identified in the TJI3 Plan above, “Create a consolidated justice data model for the State of Texas.”

This document refers to the Texas Path to NIEM as a project and *The Texas Path to NIEM* as a document to be created within the project.

Section 4: Objectives

Contract with a primary vendor to:

Review and update the TJI3 Plan, creating a document that provides Texas agencies with a clear plan for how state and local agencies can reach NIEM compliance through a **coordinated** and **collaborative** effort. That document will be named, *The Texas Path to NIEM (Deliverable #1)*.

Perform a “Gap Analysis,” to provide Texas agencies with an inventory of local-to-state agency and state agency-to-state agency exchanges to form the foundation for reaching NIEM compliance (**Deliverable #2**).

Create a Data Reference Model, to provide state and local agencies with tools that provide immediate value in implementing these and other NIEM compliant exchanges (**Deliverable #2**).

Section 5: General Information

5.1 Project Oversight

The development of the Texas Path to NIEM is a collaborative effort among state and local justice agencies, and other agencies in the community interested in the sharing of justice information. This procurement will be administered by TXDPS under its policies and rules, and contract(s) relating to this procurement will be solely with TXDPS. However, TXDPS has created the project requirements in close collaboration with local and state agencies involved in TIJIS. In addition, TXDPS in partnership with TDCJ and OCA has chosen to accomplish project work described in this procurement in close collaboration with certain

TIJIS representatives and other stakeholders. The documents delivered by the vendor in fulfillment of this contract will be publicly available to any person or agency.

5.2 Project Management

TXDPS and the Vendor will be required to identify a single point of contact as the assigned Project Manager (PM). The vendor will provide TXDPS PM with appropriate updates and project status reports. TXDPS PM will provide TIJIS Steering Committee with regularly scheduled status reports and will conduct project status meetings on an agreed upon schedule.

5.3 Guiding Principles:

The principles and guidelines in the following documents form the “Guiding Principles” for this project:

The National Information Exchange Model (NIEM)

Introduction (Appendix E)

Concept of Operations (Appendix F)

Information Exchange Package Documentation (Appendix G)

Naming and Design Rules and Data Modeling Guidelines (Appendix H)

Texas Justice Information Integration Initiative (TJI3) Plan (Appendix I)

SEARCH, Justice Information Exchange Model (JIEM) Tool (Appendix J)

5.4 Schedule of Events

Post Request For Proposal (RFP)	03/06/2007
TXDPS/Vendor question and answer workshop (9:00 AM, start)	03/13/2007
Deadline for submission of written questions	03/16/2007
Responses to vendor questions	03/21/2007
Deadline for submission of proposals	03/27/2007
Initial RFP evaluation	04/03/2007
Selected vendor demonstrations (Invitation Only)	04/09/2007
Deadline for Contract negotiations	04/17/2007
Contract award	04/19/2007

TXDPS/Vendor question and answer workshop location and map:

Texas Department of Public Safety
5805 North Lamar Blvd., Building E
Austin, TX 78752-4422

Map: http://www.txdps.state.tx.us/hqmap_austin.htm

5.5 Revisions to Schedule

TXDPS reserves the right to revise the dates or events in the schedule of events for this RFP.

5.6 Proposal Binding for 90 Days

Proposer's entire proposal is binding upon proposer for 90 days from proposal closing date.

5.7 Incomplete Responses

Late, illegible, incomplete, unsigned or otherwise non-responsive proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind the firm to a contract.

5.8 Revisions

Proposal cannot be altered or amended after opening time. Alterations made prior to opening time should be initiated by proposer or their authorized agent. No proposal may be withdrawn after opening time without approval by the TXDPS.

5.9 Award and Cancellation of RFP

TXDPS reserves the right to accept or reject all or any part of a proposal, waive minor technicalities and award the proposal to best serve the interest of the State. TXDPS also reserves the right to cancel this RFP or any portion of this RFP at any time.

5.10 Delivery

Unrealistic delivery promises may cause the proposal to be rejected.

5.11 Tax Exempt

Purchases for State use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in proposal. Excise Tax Exemption Certificates are available upon request.

5.12 Definitions

Where any word or phrase defined below, or a pronoun used in place thereof is used in any part of this RFP, it shall have the meaning herein set forth.

Agreement

A written agreement in which a contractor provides goods or services in accordance with the established price, terms and conditions. Term interchangeable with Contract.

Change Management (CM)

Method of tracking and documenting changes developed by TXDPS for computer and network communication and support systems.

Contract

A written agreement in which a contractor provides goods or services in accordance with the established price, terms and conditions. Term interchangeable with Agreement.

Contractor

Individual, partnership, corporation, business association, trust, joint-stock company, education institution, or other entity awarded the contract. Interchangeable with Vendor.

Information Management Services (IMS)

TXDPS staff responsible for information technology services to TXDPS.

Proposer

Vendor or contractor submitting proposal.

Project Manager (PM)

Appointee, designee, or alternate designee if assigned by both TXDPS and the Vendor.

Request for Proposal (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Statement of Work (SOW)

Document drafted by the Vendor and provided to TXDPS Project Manager.

Texas Department of Public Safety (TXDPS)

State of Texas law enforcement agency responsible for managing CJIS data.

Vendor

The party awarded an agreement. Interchangeable with Contractor and Proposer.

Section 6: Questions and Answers

6.1 Written Questions

Questions concerning this RFP will be accepted until 3:00 p.m. Central Standard Time on March 16, 2007 and must include the project name, RFP number and applicable section. Questions specific to this RFP must be submitted by e-mail addressed to:

TXDPS Procurement Representative
Attn: Alfred Ramos
Department of Public Safety
Email: Alfred.ramos@txdps.state.tx.us

6.2 Verbal Inquiries

Verbal Inquiries will **not** be accepted.

6.3 Response to Written Vendor Questions

Official responses to written questions will be posted on the Texas Marketplace, Electronic State Business Daily as an addendum to the purchase as soon as practical, but no later than 4:00 p.m. CST on **March 20, 2007**. The website address is <http://esbd.tbpc.state.tx.us>. The State will not be bound by any oral statement or representation contrary to the written specifications of this RFP.

Section 7: Proposal Submission Instructions

7.1 Submission Requirements

The proposer is required to comply with instruction outlined in this section.

7.2 Delivery Instructions

Qualified Proposers are invited to submit Proposals in accordance with the requirements outlined in this document. The Proposals are required to address all aspects of this RFP and must be submitted on or before (March 27, 2007) to:

Ship To:

Alfred Ramos CPPB/CTPM
 Department of Public Safety – Accounting Department
 5805 N. Lamar Blvd., Bldg. A
 Austin, TX 78752

Mail To:

Alfred Ramos CPPB/CTPM
 Department of Public Safety – Accounting Department
 P.O. Box 4087
 Austin, TX 78773-0130

Proposals may be mailed or hand-delivered, but must be physically received by TXDPS as specified. A Proposer that submits a Proposal by mail must allow sufficient mail handling time to ensure timely delivery of the Proposal to the submission location. No extension of time will be granted for submissions by mail or any other method of submission. Proposals submitted by e-mail, facsimile transmission, or any other forms of electronic submission are not allowed. **Proposals received after the submission deadline will be rejected and returned unopened to the sender.**

7.3 Proposal Specifications

Proposals must comply with the following standards:

- The Technical and Cost Proposals must be bound separately. For the purposes of this RFP, the **Technical Proposal** is defined as the entire Proposal in response to the RFP, excluding the Cost Proposal.
- Proposers must submit a signed original and **four (4)** additional copies of the Technical Proposal, and a signed original a **four (4)** copies of the Cost Proposal. Proposer **must** indicate if they are submitting a proposal for both deliverables or just one of the deliverables.
- Proposers must submit one (1) electronic copy of their Technical and Cost Proposal on CD-ROM. Electronic copies must be formatted using MS Word 2000, or higher, and MS Excel 2000, or higher, software.
- All packages or boxes containing a vendor’s Proposal must clearly reference the name of this RFP as indicated on the Cover Page of the RFP.
- The signed originals must be clearly labeled “Original” on the front covers.

7.4 Proposal Submission Checklist

This checklist is provided to aid the Proposers in ensuring a proper Proposal submission in the required format. In addition to the Proposer’s description of the solution to this RFP the following checklist must be completed.

Required Proposal Component	RFP Reference	Completed (Y/N)
Title Page (This completed proposal Checklist	Section 7.4.2	

Required Proposal Component	RFP Reference	Completed (Y/N)
must follow the Title Page)		
Transmittal Letter	Section 7.4.3	
Table of Contents	Section 7.4.4	
Executive Summary	Section 7.4.5	
Proposer Identifying Information	Section 7.4.6	
Qualifications of Organization	Section 7.4.7	
Qualifications of Proposed Project Personnel	Section 7.4.8	
References	Section 7.4.9	
Cost Proposal	Section 7.4.10	
HUB Subcontracting Plan	Appendix P	
Inter-Communication Plan	Section 7.4.12	
Timeline For Deliverables	Section 7.4.13	
Signed Anti-Lobbying Affidavit	Appendix B	
Signed Affirmation Clauses	Appendix C	

7.4.1 Proposal Content and Format

The Proposal must be complete and comprehensive. Proposers must provide the following information in their Proposal in order to be considered acceptable. Pages must be numbered clearly and consecutively to reflect the total number of pages in the Proposal. Each section must be tabbed and organized with tabs, as listed below, corresponding to the Proposal submission checklist.

7.4.2 Title Page

The title page must include:

- “Texas Path to NIEM”
- “RFP ID:” Texas Path to NIEM (Insert Number)
- Name and address of the Proposer
- Proposer’s State of Texas Taxpayer Number, State of Texas Charter ID Number, and Federal Employer’s Identification Number

7.4.3 Transmittal Letter

The letter of transmittal must be limited to two pages, must contain the vendor’s name, business address, and legal status (corporation, partnership, limited liability corporation, limited liability partnership, joint venture, sole proprietorship, etc.); and must include:

- A brief statement of the Proposer’s understanding of the work to be done

- The names, titles, addresses, and telephone numbers of the individuals authorized to make representations on behalf of the Proposer
- A statement that the entire Proposal and the price contained therein will be binding upon the Proposer in all respects for a period of 90 days from submission
- A statement indicating which Proposer, if multiple vendors are proposing jointly, intends to act as primary contractor for Proposal evaluation questions and the delivery and maintenance of all post-proposal correspondence
- A statement that the person signing the transmittal letter is authorized to legally bind the Proposer
- Signature of person or persons authorized to legally bind the Proposer

7.4.4 Table of Contents

Each Proposal must be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the Proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures and attachments to the Proposal.

7.4.5 Executive Summary

The executive summary must be limited to seven (7) pages and must provide a concise summarization of the services being proposed to meet the requirements of this solicitation, the Proposer's approach to providing the services, and documentation of why the Proposer is best qualified to perform this engagement. The executive summary must **exclude** any information from the Cost Proposal.

7.4.6 Proposer Identifying Information

Proposers must provide:

- Name and address of business entity submitting the Proposal
- Name and location of major offices and other facilities that must be used as part of the Proposer's performance under the terms of this RFP
- Name, business address, business and fax telephone numbers, and e-mail address (if available) of the proposed principal contact person regarding all contractual matters relating to this RFP

7.4.7 Qualifications of Organization

The Proposer must provide information to indicate that it has the experience and qualifications necessary to provide services requested in the RFP. Specifically, the Proposer is to provide:

- An overview and brief history of the Organization, and a description of what uniquely qualifies the organization for this services contract

- Vendor must provide verifiable projects in which the Proposer has provided similar Technical Services; preferably projects utilizing the SEARCH JIEM Tool, or other similar XML projects relating to justice data sharing initiatives. Proposals received that verify past project performance which include justice sharing initiatives may increase points awarded.

7.4.8 Qualifications of Proposed Personnel

The Proposer must provide information to indicate that the staff proposed has experience in providing the services requested in this RFP.

- The following information for staff assigned to this services contract, including any subcontractors:
 1. Name
 2. Title
 3. Specific work to be performed and/or services to be provided
 4. Qualifications and relevant experience that makes the proposed individual suitable for their designated role on this project. In addition, each vendor should account for “Staff Qualifications for Deliverables #1 and #2,” stated below.

Staff Qualifications for Deliverable #1

The vendor is required to demonstrate staff experience in their Proposal, detailed staff qualifications listed above in Section 7.4.8 Qualifications of Proposed Personnel, items 1 through 4 for each staff member with projects **such as** project management, information sharing and data exchange projects, research and analysis, creating business plans and experience facilitating and delivering enterprise-wide strategic plans related to the use of technology. It is preferred that prior work experience involved the criminal justice community.

Staff Qualifications for Deliverable #2

It is preferred that at least one staff member have verifiable experience in the use of the Justice Information Exchange Model (JIEM) Tool created by SEARCH. It is also preferred that the qualified proposers have verifiable project experience using the JIEM Tool to map exchanges that used the results to implement or modify criminal justice systems. In addition, the vendor is required to demonstrate staff experience through providing in their Proposal, detailed staff qualifications listed above in Section 7.4.8 Qualifications of Proposed Personnel, items 1 through 4 for each staff member with projects **such as** project management, information sharing and data exchange projects, creating business plans, research and analysis, performing gap analysis studies, creating reference models and data dictionaries. It is preferred that the prior work experience involved the criminal justice community.

Due to the short time frame available to complete this project, TXDPS expects the selected vendor to have the assigned personnel working on the project as percentages indicate in their proposals. Time is of the essence for completion of this project. TXDPS will closely monitor the vendor's progress through the entire lifecycle of the project.

7.4.9 References

Proposers must provide up to three (3) client references for jobs that are similar in size and complexity to the services contract proposed where they have provided similar Technical Services.

References must include the following information:

Customer name

Technical role

Contact name, title, business address, e-mail address, and phone number

Project start and end dates

Description

Cost (implementation and operational services)

Scope of work performed

The Evaluation Team **may** contact references provided by the proposer during the selection process.

7.4.10 Cost Proposal

Proposers must ensure that the information provided in the Cost Proposal(s) is/are consistent with the information provided throughout the Technical Proposal. Costs must be supported by and must be consistent with the Proposal(s). The Cost Proposal must be labeled, then bound and sealed separately from the technical portion of the proposal. The proposer is responsible for ensuring that the following identifying information appears on the outside of the package:

“Sealed Cost Proposal”

“Texas Path to NIEM”

RFP ID: Texas Path To NIEM (Insert Number)

Name and address of the Proposer

If a delivery service is used that prohibits such markings on the outside of the package, this information must be placed in plain view on the outside of an interior envelope or package.

Please ensure the Cost Proposal has been separated from the Technical Proposal before submission to TXDPS (See Proposal Specifications 7.3)

7.4.11 HUB Subcontracting Plan

The Proposer must complete and submit the HUB subcontracting plan (Appendix P). These forms are required as part of the Historically Underutilized Business (HUB) Subcontracting Plan. Failure to include these forms and the applicable forms specified herein must result in automatic disqualification of the response to the proposal document.

7.4.12 Inter-Communication Plan

The Proposer must complete and submit with their proposal a inter-communication plan (Section 11).

7.4.13 Timeline for Deliverables

The Proposer must complete a timeline for each deliverable they are proposing on. Proposers must use the deadlines in Section 11 for each deliverable. Vendors will be disqualified if their proposal does not provide a timeline for deliverable completion.

Section 8: Additional Requirements

8.1 Catalog Information System Vendor

TXDPS will only accept Proposals submitted by Catalog Information System Vendors (CISVs) whose catalog of related services has been received and approved by TBPC on or before the submission date. Information on how to become a CISV may be found on the TBPC Web site at <http://www.tbpc.state.tx.us/stpurch/cisv.html>

8.2 Electronic State Business Daily CISV Procurement Clause

This RFP is for the purchase / lease of an automated information system (AIS) type product/service. For a vendor to receive an award from this proposal, they must be on the Texas Building and Procurement Commission's (TBPC) Centralized Master Bidders List (CMBL) and an approved catalog information systems vendor (CISV). Active status on the CMBL and CISV programs will increase future catalog opportunities.

If your company is not currently an approved CISV, you may register on-line to become an active vendor on the CMBL which is a prerequisite to CISV approval and submit a compliant URL catalog to receive approval as a Catalog Information System Vendor (CISV).

8.3 Prime Vendor and Subcontractors

Any Vendor responding to this posting must submit a proposal as a prime contractor with total accountability. While this does not preclude the use of subcontractors, the successful Vendor must assume single source responsibility and will be the sole point of contact for all documentation, models, system delivery, installation and operation, testing, training, warranty, maintenance, problem determination and resolution. If a proposer expects to subcontract any part of the service offered, the proposer must clearly identify all subcontractors performing work on this project and their role and assignments for this Proposal. All subcontractors' roles must be identified in the Proposer's Itemized Cost Breakdown. The Proposer must provide a statement from each subcontractor, signed by an individual authorized to legally obligate the subcontractor, attesting to the fact that the subcontractor has read the Proposal and must provide the services represented therein if Proposer is awarded the Contract. The Proposer must agree in its Proposal to accept full responsibility for the performance of any subcontractor. All terms and conditions that

apply to the Proposer apply to the subcontractor with the exception of single source responsibility. Each subcontractor may be required to submit ownership information as required by Proposer. The Proposer must disclose, at TXDPS' request, any information regarding subcontractors. Upon award of this contract, the prime awarded vendor will be required to provide copies of all subcontract agreements to TXDPS upon request.

8.4 Entities

Each proposal shall be executed by only one entity, such as a corporation, a managing partner of a general or limited partnership, a joint venture, or other recognized legal entity. A prime contractor using subcontractors is an authorized arrangement. The prime contractor must be identified in the proposal as well as subcontractors and their specific roles.

8.5 Public Information Act

TXDPS is a governmental agency subject to the Texas Public Information Act. Proposals submitted to TXDPS in response to the purchase are subject to release as public information after contract award. If the Proposer believes that the Proposal, or parts of it, may be confidential, the Proposer must specify that either all or part of the Proposal requires confidentiality and provide specific and detailed reasons for the exception to the rule. Vague and general claims to confidentiality are not acceptable. This is necessary so that TXDPS will have sufficient information to provide to the Office of the Attorney General (OAG) if an OAG opinion is requested. All proposals or parts of the proposals that are not marked as confidential automatically will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked "confidential." TXDPS will comply with the Public Information Act. TXDPS assumes no responsibility for asserting legal arguments on behalf of the Proposers. Proposers are advised to speak with their legal counsel concerning disclosure issues resulting from this Proposal process and to take precautions to safeguard trade secrets and other proprietary information.

8.6 Contact Persons

Vendor shall designate a person or persons whom TXDPS may contact to arrange and coordinate services throughout the contract period.

8.7 Security

Vendor must follow all TXDPS security policies. TXDPS will be given an opportunity to interview and investigate the person(s) proposed by the vendor prior to granting a security clearance. In addition, the FBI and TXDPS have computer security requirements, including connections to the internet by any computer connected to TXDPS local area networks or mainframe system. The successful Vendor, including employees and sub-contractors working on this project, will be required to sign appropriate agreements and abide by these security requirements.

8.8 Anti-Lobbying Affidavit

Respondent shall be required to execute an "Anti-Lobbying Affidavit," due at the time of the proposal submission. Affidavit form is provided (Appendix B). Execution of the affidavit indicates Respondent's agreement for purposes of this purchase that it shall not

directly or indirectly communicate or attempt to communicate with TXDPS personnel, the evaluation committee members, or the other TXDPS officials involved in making recommendations or decisions for award of contract arising from this purchase, except through authorized, TXDPS sponsored communication mechanisms. Any such attempts of unauthorized communications after the posting of these proposal specifications for this purchase shall be deemed by TXDPS to be a Respondent's failure to comply with the terms and conditions of this purchase, and may result in rejection of the related response. For purposes of this subsection "directly or indirectly" includes employees, officials, agents and subcontractors of Respondent as well as unpaid associates, volunteers or other persons who would inquire, communicate or advocate consideration of a Respondent's proposal outside the selection process.

8.9 Affirmation Clauses

Proposers must sign the attached "Affirmation Clauses," which are attached hereto and incorporated herein as Appendix "C." Failure of any proposer to timely submit its signed "Affirmation Clauses" with its proposal will result in rejection of Proposer's proposal.

8.10 Insurance

No Agreement will be executed unless and until appropriate insurance coverages are negotiated and certificates delivered. See the section entitled "Insurance" in the contract attached hereto as Appendix "D."

Section 9: Purchasing Information

9.1 Contract Negotiation

Once TXDPS determines the top-scoring proposer(s), TXDPS may meet with such proposer(s) in the order of ranking to negotiate and execute the final written contract. TXDPS reserves the right to negotiate any contract term or condition set forth by the proposer or proposers that TXDPS considers to be unfavorable to the state and to make modifications to the requirements set forth in this vendor specification document, provided such modifications do not constitute a substantial change. If TXDPS is unable to negotiate a satisfactory contract with a specific proposer, negotiations with that proposer will be terminated and TXDPS will undertake negotiations with the next proposer in order of ranking. Negotiations may continue in this fashion until a contract is executed or all proposers are rejected. **Proposers are cautioned to propose their best possible Proposals at the outset of the process as there is no guarantee that Best and Final Offers and vendor demonstrations will be requested.** All contract negotiations must be initiated and completed prior to award.

9.2 Best Value Purchases

TXDPS will use the best value factors in Sections 2157.003 and 2157.125 of the Texas Government Code in making an award of any contract.

Texas Government Code, Title 10 2157.003 DETERMINING BEST VALUE FOR PURCHASES OF AUTOMATED INFORMATION SYSTEMS. "Best value" for purposes of this chapter means the lowest overall cost of an automated information system. In determining the lowest overall cost for a purchase or lease of an automated information system under this chapter, the commission or a state agency shall consider factors including:

1. the purchase price;
2. the compatibility to facilitate the exchange of existing data;
3. the capacity for expanding and upgrading to more advanced levels of technology;
4. quantitative reliability factors;
5. the level of training required to bring persons using the system to a stated level of proficiency;
6. the technical support requirements for the maintenance of data across a network platform and the management of the network's hardware and software;
7. the compliance with applicable Department of Information Resources statewide standards validated by criteria adopted by the department by rule; and
8. applicable factors listed in Sections 2155.074 and 2155.075.

Texas Government Code §2157.125. **CONTRACT AWARD; FACTORS CONSIDERED.** (a) The commission or other state agency shall make a written award of a purchase or lease to the offeror whose proposal under this subchapter offers the best value for the state, considering price, past vendor performance, vendor experience or demonstrated capability, and the evaluation factors in the request for proposals.

(b) The commission or other state agency shall refuse all offers if no offer submitted is acceptable.

(c) In determining which proposal under this subchapter offers the best value for the state, the commission or other state agency shall, when applicable and subject to Sections 2155.074 and 2155.075, consider factors including:

- (1) the installation cost;
- (2) the overall life of the system or equipment;
- (3) the cost of acquisition, operation, and maintenance of hardware included with, associated with, or required for the system or equipment during the state's ownership or lease;
- (4) the cost of acquisition, operation, and maintenance of software included with, associated with, or required for the system or equipment during the state's ownership or lease;
- (5) the estimated cost of other supplies needed because of the acquisition;
- (6) the estimated cost of employee training needed because of the acquisition;
- (7) the estimated cost of necessary additional permanent employees because of the acquisition; and
- (8) the estimated increase in employee productivity because of the acquisition.

(d) The commission or other state agency shall state in writing in the contract file the reasons for making an award.

9.3 Proposer Preparation Costs

The State will not be responsible or liable for any costs incurred by any Proposer in the preparation and submission of its response or for other costs incurred by participating in this solicitation process.

Section 10: Attached Contract

As part of the award process, the successful Proposer must sign the attached contract, which is attached hereto and incorporated herein as Appendix "D." TXDPS hereby expressly rejects any exceptions to or additions to the attached contract that any Proposer submits with its proposal. Any exceptions to or additions to the attached contract will only become part of the final contract if TXDPS expressly agrees to such exceptions or additions.

If Proposer has any objection to any language in the attached contract, Proposer must provide the language (including the section number) to which Proposer has an objection, state the basis for the objection and offer substitute language.

TXDPS reserves the right to make changes to the attached contract prior to execution of the attached contract.

Section 11: Project Deliverables

This project calls for two main deliverables, each consisting of three (3) detailed components. **A vendor may propose on one or both deliverables.** The deliverables are separate and will be scored and awarded separately. This approach may result in one vendor completing both deliverables or two vendors completing one deliverable each. The projects will be accomplished concurrently, and they will benefit from inter-communication. Vendors are **required** to describe how they would propose "inter-communication" be accomplished whether they win both projects or they win only one.

The inter-communication plan requires the selected vendor(s) to cooperate and coordinate with each other. It is expected that the selected vendor for deliverable #2 attend the focus group sessions for deliverable #1 to ensure TXDPS that information, data, and documentation created in deliverable #1 focus group meetings are understood and the transition to deliverable #2 is acceptable.

The inter-communication plan will be considered in the evaluation of the proposals.

DELIVERABLE 1: UPDATE THE TJI3 PLAN

DEADLINE FOR COMPLETION: Vendor must propose a schedule for completion of deliverable #1 for no later than August 31, 2007. The schedule for completion will be part of the evaluation process.

Project Overview and Summary:

The vendor must review the TJI3 Plan for relevance in the current environment, determine which recommended actions have been accomplished, review, revise, add to or delete the other recommended actions, and re-write the document with an emphasis on developing it into the blueprint for Texas state and local agencies to cooperatively reach NIEM compliance by creating a statewide NIEM infrastructure. The vendor **must** use the NIEM reference documents in its review of the TJI3 Plan, and the resulting document **must** reflect a course of action that is consistent with the NIEM reference document recommendations.

The project anticipates that the following steps will be followed to update the plan. The DPS will consider modified project steps if the value of the modifications is clearly identified and demonstrated as advantageous to the deliverable.

Step # 1: Review/Validation of Background Material

The review is to ensure that the vendor understands the environmental influences (in Texas) on information sharing, especially changes that have occurred since the *TJI3 Plan* was developed by the State of Texas in 2002. The review and the Focus Group meeting will ensure that the re-write is based on the original plan and reflects the changes desired by the stakeholders.

The vendor in collaboration with TXDPS and TIJIS representatives will perform a high level, but detailed review of the key documents related to organizing a strategic plan for Texas to reach NIEM compliance. One goal of the document review is to ensure that the re-write of the plan leverages the work already accomplished within the state, and within the national planning documents. The national planning concepts in the JIEM and NIEM documentation should form the foundation for creating the Texas strategic plan.

The documents for review include:

1. The *TJI3 Plan* (Appendix I)
2. The more recent Texas Justice Information Exchange Model (TJIEM) planning document (Appendix K)
3. Conference of Urban Counties Integrated Justice Use Cases
4. Texas Justice Data Dictionary (Appendix L)
5. Statutes that might impact the ability to share justice information (Appendix M)
6. Artifacts and deliverables from the JIEM modeling efforts in Galveston and Tarrant Counties
7. The NIEM documents (Appendices E, F, G and H).
8. The JIEM documents (appendix J)

Step #2: Focus Group Meeting

The purpose of the Focus Group meeting is to understand and document the high level needs, concerns, obstacles and issues of the key stakeholders related to the previous plan and how those have changed in the current environment. **Step 1 and Step 2 will result in a written *Report of Findings from Document Review* that will form the foundation for the re-write of the *TJI3 Plan*.**

The Focus Group session will be hosted and coordinated by TXDPS for members of TIJIS and other stakeholders to confirm the vendor's understanding and approach regarding at least the following (related to the documents reviewed):

- 1) Current status, progress made, open issues, and required changes, especially in the following areas:
 - a) Vision
 - b) Governance
 - c) Blueprint development
- 2) Relevant changes since 2002 that will affect the plan, such as: Stakeholders, Environment, Legislation, national events (GJXDM, NIEM)
- 3) Important information-sharing initiatives within Texas, i.e., what has changed and how?
- 4) How national standards initiatives can be implemented in Texas
 - a) Texas extensions of national data standards
- 5) The need for a standards repository for the state
 - a) Role and management options for an XML repository

Step #3: Re-Write the *TJ13 Plan* into *The Texas Path to NIEM*

The vendor will update the plan based upon the document review and Focus Group discussion, with the following requirements:

- 1) The message of the document should be:
 - a. the importance of using the national standards, especially NIEM;
 - b. the current status of information sharing in Texas; and
 - c. how the state can reach NIEM compliance.
- 2) Drafts for Focus Group vetting will be provided electronically to TXDPS on a schedule to be agreed upon by TXDPS and the vendor. TXDPS will share the drafts with Focus Group members for comment.
- 3) The vendor may request that additional Focus Group meetings be held during the re-write. Those meetings will occur if and to the extent that schedules and resources allow. The vendor may have to develop the document based upon the one meeting supplemented by draft reviews.
- 4) TXDPS and the vendor will meet on a regular schedule, to be agreed upon, regarding re-write drafts. TXDPS may bring Focus Group representatives to these meetings.
- 5) The vendor will include within the plan the obstacles to NIEM compliance and an action plan (next steps) for moving forward. The action plan will include a prioritized list of action items based on the information gathered and analyses conducted. It will address the tactical next steps from the point of view of actions for state and local agencies. It will also address the strategic next steps required of state and local leaders.
- 6) The plan will identify the state-level infrastructure necessary to support NIEM-compliance among the state agencies as they interact and exchange data with local reporting entities. The need for and issues related to a state-level standards repository will be specifically addressed.
- 7) The plan will highlight the importance of standards to statewide reporting both for high volume routine reporting as well as for lower-volume reporting of data from local jurisdictions to multiple state agencies. The report will identify the similar data submissions from Court Clerks to multiple state agencies that are listed in (Appendix O) and recommend any appropriate

strategies for making those reports less burdensome to local agencies. These are the exchanges in consideration for this project but do not represent all reports from clerks to state agencies.

- 8) There are no length restrictions, but the stakeholders expect a concise document that directly addresses the issues. While foundational principles and other generalized reference material may be included, it will be reviewed by the TXDPS and stakeholders for relevance and brevity.
- 9) A separate *Executive Summary* document will be created that will not exceed seven pages. The Executive Summary is for delivery of the message to policy makers and other executives who need to understand the message described in #1, above.

The document must be produced using MS Word 2000, or higher, and MS Excel 2000, or higher, software.

DELIVERABLE 2: GAP ANALYSIS AND DATA REFERENCE MODEL

DEADLINE FOR COMPLETION: Vendor must propose a schedule for completion of deliverable #2 with a target date of October 31, 2007. The schedule for completion will be part of the evaluation process.

Project Overview and Summary

Gap Analysis: The vendor will perform a gap analysis regarding exchanges between local justice reporting agencies and state justice agencies. The report will identify data that is not being shared and the barriers to that sharing. This work will feed creation of the Texas Justice Information Exchange Reference Model (TJIEM).

Creation of TJIEM: The vendor will create a comprehensive data reference model for the exchanges identified. The data reference model will include the elements required by the *JIEM Conceptual Framework* and the *NIEM Concept of Operations*. This data reference model will form the justice foundation of a fully NIEM compliant state reference model.

The project considers the following four steps as essential to understanding statewide justice integration, and to performing the gap analysis and creating the data reference model. Steps #1 and #2 are viewed as components of the Gap Analysis.

1. Identifying the local-to-state and state-to-local exchanges to be included in the Data Reference Model. This will be done through review of existing documentation from previous TIJIS efforts, Focus Group meetings to agree upon the relevant exchanges, and validation or supplementation during the Gap Analysis. Any changes to the list of relevant exchanges will be accomplished in agreement with the TIJIS Steering Committee.
2. Analyzing the identified exchanges with the SEARCH Justice Information Exchange Modeling (JIEM) tool. The Gap Analysis and the analysis of the exchanges must leverage the reference work already accomplished within the JIEM environment.
3. Performing a Gap Analysis regarding the local-to-state and state-to-local exchanges. It is the expectation that the Gap Analysis will be accomplished within the framework of Step #1 and Step #2.

4. Developing the exchange documentation identified in the JIEM and NIEM publications. This information will include the XML data standards based on GJXDM and NIEM, the Information Exchange Packet Documents (IEPD), XML style sheets, and the exchange documentation identified in the JIEM Conceptual Framework and NIEM Concept of Operations.
5. Synthesizing the information gathered into the core *Texas Justice Information Exchange Model*.

Step #1: Identify the Exchanges to be Included in TJIEM

The project requires that the vendor leverage the artifacts and the experience gained through other projects for State agencies and local governments in Texas. For example, in both Galveston and Tarrant Counties, local projects used the JIEM tool as a mechanism to manage and catalogue the integrated justice information exchanges. The vendor must build on these criminal justice information exchange analyses and others developed by state and local governments to serve as the foundation for the core Texas Justice Information Reference model.

Those previous efforts have identified 28 local-to-state exchanges that will act as the foundation for inclusion in this project. Discussions with stakeholders will review that list of exchanges and identify any others that should be included. The effort will use the *JIEM Conceptual Framework* and NIEM methodologies for analyzing those exchanges and identifying others. The vendor should use those exchanges, with the exception of the reporting to the Texas Comptroller (#7) and the driver license status reporting (#21), as a general indication of the quantity of exchanges to be evaluated in this project. The exchanges in this project will all be related to those 26 exchanges (See Appendix N) plus: 1) the exchange of information provided by the local reporting agency at the time of delivery of a prisoner to the Texas Department of Criminal Justice (Please see Art. 42.09 Section 8 (i), Texas Code of Criminal Procedure regarding the “pen packet”); and, 2) the reports of the court Clerks identified in Appendix O..

The expectation is that the vendor will identify the Processes associated with the exchanges under consideration. The Proposal should describe how the vendor will use the JIEM methodology to analyze those processes. The vendor then will create IEPDs for at least eight of the exchanges, as identified by the TXDPS, OCA, TDCJ, and the TIJIS steering committee. At least one of the IEPDs will be from the Clerks reports identified in Appendix O and one will be for the TDCJ “pen packet”. The basic concept is that the state wants an overall analysis of the processes that creates at least an inventory of the local-to-state and state-to-local transactions, with detailed IEPDs developed on at least eight specific exchanges. Vendors proposing more IEPDs will be given more consideration during the evaluation process.

The gap analysis will also address the requirements for reporting of data from local jurisdictions to multiple state agencies. The gap analysis will coordinate with the re-write of the TJI3 Plan to incorporate the same set of these reports. The gap analysis and the re-write of the Plan will both identify the data submissions from Court Clerks to multiple state agencies that are identified in (Appendix O) and recommend any appropriate strategies for making those reports less burdensome to local agencies.

Interaction with the justice community stakeholders is an integral component of creating the Texas Path to NIEM. TXDPS will host a minimum of two (2) workshops with TIJIS and other stakeholders to obtain consensus on the exchanges to be included in the Gap Analysis and Data Reference Model. The discussions will include the major technical, policy and operational issues relevant to the Gap Analysis research and Data Model development. These discussions will identify the common exchanges between county/city and state, and confirm the direction of the vendor in creating the data reference model. The focus groups will include representatives from the target population (law enforcement and criminal justice personnel) in a distribution to be determined by the vendor and TXDPS, with input from TIJIS Steering Committee, following contract award.

Any disagreement on exchanges to be included will be resolved by TXDPS in partnership with OCA and DCJ.

Topics addressed during the workshops, along with those addressed in other information gathering methods (i.e., site visits and walks-through, as deemed necessary), will enable the vendor to gain insight into the issues and concerns of the stakeholders related to the top exchanges.

The focus groups will be supplemented by interviews of stakeholders, as determined by the project manager and the vendor in concert with input from the TIJIS Steering Committee. These interviews will serve to further explore issues arising from the focus group sessions and information gathered from other sources. This effort will help to provide clarity in areas in which there is ambiguity and serve to further validate the understanding of data, processes, exchanges, etc.

The findings from the Focus Group workshops will be validated via confirmation sessions with the TIJIS Steering Committee.

The TXDPS reserves the right to restrict the project deliverable to a subset of the possible exchanges, if the TIJIS Steering Committee makes that recommendation.

Step #2: Analyze the Processes and Exchanges with the JIEM Tool

The vendor will use the JIEM Tool to analyze the processes associated with the identified exchanges and to recommend additions, modifications, and deletions to the list. The project will identify local jurisdictions where these analyses will be performed.

The project expectation is that the analyses will be performed in at least three local jurisdictions; however, the vendor may propose that analyses at more or fewer locations should be performed. The proposal must describe why more or fewer are proposed, and how the modified number will provide the required value to the project. The vendor should describe their methodology for performing these analyses.

The decision of which exchanges and locations to be used will be made by the TXDPS, OCA, and TDCJ in conjunction with the TIJIS Steering Committee.

Step#3: Perform a Gap Analysis

It is expected that the Gap Analysis will be accomplished as a result of and in the context of performing Step #1 and Step #2. The gap analysis should follow a methodological approach that at least includes the following elements:

1. Determine the extent to which the related exchanges are now occurring and their importance to the stakeholders
2. For those exchanges that are now occurring, whether there are problems or issues that might prevent future automation
3. For those exchanges that are problematic or are not occurring, identify the major obstacles to the occurring.

The gap analysis report will reference the top exchanges and key data elements that are important to stakeholders. It will identify problems or issues with data such as inconsistencies in data or data that cannot be shared. In the case of data that cannot be shared, the report will specify the reason that the data cannot be shared. In addition, the gap analysis report will identify existing barriers to data collection, sharing and/or integration. It will inform the final planning document as a reference for suggested improvements and future direction.

The proposal should describe the vendor's methodology for performing the gap analysis. The vendor may propose additional actions or evaluations to be performed during the gap analysis.

Step #4: Create the Texas Justice Information Exchange Reference Model (TJIEM)

Using the results of the work performed in Steps 1-3, the vendor will create a detailed reference model including all exchanges identified and captured during this project, with all relevant JIEM and NIEM documentation of the eight exchanges for which IEPDs are required. The vendor will develop documentation essential for providing the business context and usage. The vendor will verify that each Information Exchange Package Document (IEPD) in the TJIEM is NIEM compliant.

The vendor must propose the level of documentation that they will provide on the exchanges for which IEPDs are not created. This description will be included in the evaluation of the proposal's viability.

The vendor must follow the processes and guidelines in the NIEM CONOPS and other NIEM reference materials identified within this document.

In addition to other requirements in this Request for Proposal, the vendor's proposal must include the Inter-Communication Plan and timeline for deliverable completion.

THE EXPECTED DELIVERABLES FOR THIS PROJECT WILL CONSIST OF THE FOLLOWING:

Deliverable 1: Update to TJI3 Plan

1. A detailed report **must** be provided on the findings from the Document Reviews and Focus Group Sessions for the TJI3 Plan update
2. The *Texas Path to NIEM* document **must** be created, which is the update of the *TJI3 Plan*

Deliverable 2: Gap Analysis and Data Reference Model

1. A detailed report on the findings from the Focus Group Sessions for the Gap Analysis and Data Reference Model **must** be provided
2. A Gap Analysis report **must** be created
3. The Texas Justice Information Reference Model (TJIEM) **must** be created

Section 12: Evaluation Criteria

Those proposals that are in administrative compliance will be evaluated for responsiveness to the state's needs.

DELIVERABLE #1: Update to TIJ3 Plan

Evaluation Criteria	Points
Overall Proposal Cost	25
Time to Attain 100% Completion of Project	20
Overall Proposal Value	30
Organization and Staff Qualifications/References	25
TOTAL	100

DELIVERABLE #2: Gap Analysis and Data Reference Model

Evaluation Criteria	Points
Overall Proposal Cost	25
Time to Attain 100% Completion of Project	20
Overall Proposal Value	30
Organization and Staff Qualifications/References	25
TOTAL	100

Upon completion of the evaluation team review and scoring, predetermined weighting factors will be applied and the next step of this evaluation process will be performed.

The state will seek further information as needed from all proposers whose proposals, the state, at its discretion, considers viable based on the initial evaluation and scoring. Proposers may be asked to discuss their proposals, provide written clarification or demonstrations to the evaluation team.

Following the final scoring of the proposals, the Proposer's Itemized Cost Breakdown will be evaluated and final scores will be determined.

Section 13: Term of Contract

Because of the funding source, the contract(s) end date shall be on August 31, 2007 for deliverable #1 and a target date of October 31, 2007 for Deliverable #2. TXDPS expects

the selected vendor(s) to complete all project deliverables in Section 11 on or before August 31, 2007. Both parties must agree on the terms and conditions before initial contract can be executed.

Section 14: Cost Proposal

Vendors are responsible to clearly itemize all costs in Section 11 (Project Deliverables) and follow instructions in Section 7.4.10 (Proposal Submission Instructions). Any proposals that do not clearly and accurately itemize each cost could be cause for rejection.

DELIVERABLE #1: Update to the TJI3 Plan

Staff Name	Technical Role	Hourly Rate	Projected Hours	Total Cost
Total Costs				

DELIVERABLE #2: Gap Analysis and Data Reference Model

Staff Name	Technical Role	Hourly Rate	Projected Hours	Total Cost
Total Costs				

Section 15: Appendices

Appendices A – P. Appendices A, B, C, and D are part of this requisition for all purposes. To receive appendices E through N, please contact Alfred Ramos at: alfred.ramos@txdps.state.tx.us or fax at (512) 424-5419.

- Appendix A: Dissemination of Criminal History Record Information
- Appendix B: Anti-Lobbying Affidavit (must accompany vendor’s proposal)
- Appendix C: Affirmation Clauses
- Appendix D: Contract
- Appendix E: NIEM Introduction
- Appendix F: NIEM Concept of Operations
- Appendix G: NIEM Information Exchange Package Documentation

- **Appendix H: NIEM Naming and Design Rules and Data Modeling Guidelines**
- **Appendix I: Texas Justice Information Integration Initiative (TJI3) Plan**
- **Appendix J: SEARCH, Justice Information Exchange Model (JIEM) Tool**
- **Appendix K: Texas Justice Information Exchange Model (TJIEM) plan doc.**
- **Appendix L: Texas Justice Data Dictionary**
- **Appendix M: Statute citations affecting the ability to share justice information**
- **Appendix N: 28 Exchanges**
- **Appendix O: District Clerk Reporting Table
County Clerk Reporting Table**
- **Appendix P: Historically Underutilized Business (HUB) Plan**

APPENDIX A

**TEXAS DEPARTMENT OF PUBLIC SAFETY
CRIME RECORDS SERVICE
TEXAS GOVERNMENT CODE 411.083
DISSEMINATION OF CRIMINAL HISTORY RECORD INFORMATION**

TEXAS GOVERNMENT CODE

§ 411.083. DISSEMINATION OF CRIMINAL HISTORY RECORD INFORMATION.

(a) Criminal history record information maintained by the department is confidential information for the use of the department and, except as provided by this subchapter, may not be disseminated by the department.

(b) The department shall grant access to criminal history record information to:

- (1) criminal justice agencies;
- (2) noncriminal justice agencies authorized by federal statute or executive order or by state statute to receive criminal history record information;
- (3) the person who is the subject of the criminal history record information;
- (4) a person working on a research or statistical project that:
 - (A) is funded in whole or in part by state funds; or
 - (B) meets the requirements of Part 22, Title 28, Code of Federal Regulations, and is approved by the department;
- (5) an individual or an agency that has a specific agreement with a criminal justice agency to provide services required for the administration of criminal justice under that agreement, if the agreement:
 - (A) specifically authorizes access to information;
 - (B) limits the use of information to the purposes for which it is given;
 - (C) It ensures the security and confidentiality of the information; and
 - (D) provides for sanctions if a requirement imposed under Paragraph (A), (B), or (C) is violated;
- (6) a county or district clerk's office; and
- (7) the Office of Court Administration of the Texas Judicial System.

The department may disseminate criminal history record information under Subsection (b)(1) only for a criminal justice purpose. The department may disseminate criminal history record information under Subsection (b)(2) only for a purpose specified in the statute or order. The department may disseminate criminal history record information under Subsection (b)(4) or (b)(5) only for a purpose approved by the department and only under rules adopted by the department. The department may disseminate criminal history record information under Subsection (b)(6) only to the extent necessary for a county or district clerk to perform a duty imposed by law to collect and report criminal court disposition information. Criminal history record information disseminated to a clerk under Subsection (b)(6) may be used by the clerk only to ensure that information reported by the clerk to the department is accurate and complete. The dissemination of information to a clerk under Subsection (b)(6) does not affect the authority of the clerk to disclose or use information submitted by the clerk to the department. The department may disseminate criminal history record information under Subsection (b)(7) only to the extent necessary for the office of court administration to perform a duty imposed by law to compile court statistics or prepare reports. The office of court administration may disclose criminal history record information obtained from the department under Subsection (b)(7) in a statistic compiled by the office or a report prepared by the office, but only in a manner that does not identify the person who is the subject of the information.

(d) The department is not required to release or disclose criminal history record information to any person that is not in compliance with rules adopted by the department under this subchapter or rules adopted by the Federal Bureau of Investigation that relate to the dissemination or use of criminal history record information.

Added by Acts 1993, 73rd Leg., ch. 790, § 35, eff. Sept. 1, 1993. Amended by Acts 2001, 77th Leg., ch. 474, § 4, eff. Sept. 1, 2001.

§ 411.084. USE OF CRIMINAL HISTORY RECORD INFORMATION.

(a) Criminal history record information obtained from the department under this subchapter:

- (1) is for the exclusive use of the authorized recipient of the information; and
- (2) may be disclosed or used by the recipient only if, and only to the extent that, disclosure or use is authorized or directed by:

- (A) this subchapter;
- (B) another statute;
- (C) a rule adopted under a statute; or
- (D) an order of a court of competent jurisdiction.

(b) Notwithstanding Subsection (a) or any other provision in this subchapter, criminal history record information obtained from the Federal Bureau of Investigation may be released or disclosed only to a governmental entity or as authorized by federal statute, federal rule, or federal executive order.

Added by Acts 1993, 73rd Leg., ch. 790, § 35, eff. Sept. 1, 1993. Amended by Acts 2003, 78th Leg., ch. 296, § 1, eff. Sept. 1, 2003.

§ 411.085. UNAUTHORIZED OBTAINING, USE, OR DISCLOSURE OF CRIMINAL HISTORY RECORD INFORMATION; PENALTY.

(a) A person commits an offense if the person knowingly or intentionally:

- (1) obtains criminal history record information in an unauthorized manner, uses the information for an unauthorized purpose, or discloses the information to a person who is not entitled to the information;
- (2) provides a person with a copy of the person's criminal history record information obtained from the department; or
- (3) violates a rule of the department adopted under this subchapter.

(b) An offense under Subsection (a) is a Class B misdemeanor, except as provided by Subsection (c).

An offense under Subsection (a) is a felony of the second degree if the person:

- (1) obtains, uses, or discloses criminal history record information for remuneration or for the promise of remuneration; or
- (2) employs another person to obtain, use, or disclose criminal history record information for remuneration or for the promise of remuneration.

(d) The department shall provide each person who applies for access to criminal history record information maintained by the department with a copy of this section.

Added by Acts 1993, 73rd Leg., ch. 790, § 35, eff. Sept. 1, 1993.

APPENDIX B

**TEXAS DEPARTMENT OF PUBLIC SAFETY
CRIME RECORDS SERVICE
ANTI-LOBBYING AFFIDAVIT**

The Anti-Lobbying Affidavit must accompany vendor's proposal

Anti-Lobbying Affidavit

On behalf of the entity named below, I, an official with authority to bind such entity, execute this Affidavit as a part of the entity's response to:

Requisition No. 405-_____

By executing this Affidavit, the entity agrees to the following terms and conditions of this requisition.

From and after the posting of this RFP for the above noted requisition, the entity, its employees, officials, agents and subcontractors, shall not communicate or attempt to communicate about this requisition and the entity's response, with TXDPS personnel, the evaluation committee members and the other TXDPS officials involved in making recommendations or decisions for award of contracts arising from this requisition; provided, however, entity, its employees, officials, agents and subcontractors shall be allowed to participate in the TXDPS sponsored evaluation process, in the form authorized.

Further, the entity shall not, through indirect means of unpaid associates, volunteers or other persons, communicate or attempt to communicate about the entity's response to any TXDPS personnel, the evaluation committee members or other TXDPS officials involved in making recommendations or decisions for award of contracts arising from this requisition. The entity understands and agrees that violation of this Affidavit may result in rejection of its Proposal, as a violation of the terms and conditions of the procurement process.

(Authorized Signature of Entity Official)

Printed Name

Title

Name of Entity

APPENDIX C

AFFIRMATION CLAUSES

Affirmation Clauses

By signature hereon, the Proposer certifies that:

All statements and information prepared and submitted in the response to this Request for Proposals are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Signing this proposal with a false statement shall void the submitted proposal or any resulting contracts.

Neither the proposer or the firm, corporation, partnership, or institution represented by the proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

By signing this proposal, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualifies as a Texas Resident Bidder as defined in Title 1 TAC Section 111.2.

Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 231.006 of the Texas Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response. Respondents that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, provide the names and Social Security Number with the proposal.

Respondent is in compliance with Texas Government Code, Section 669.003, relating to contracting with an executive of a state agency. If Section 669.003 applies, respondent shall provide the following information as an attachment to this response: Name of former executive, name of state agency, date of separation from state agency, position with respondent, and date of employment with respondent.

Respondent certifies that it has not been an employee of the *Texas Dept of Public Safety* within the last twelve (12) months.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Respondent represents and warrants that the individual signing this proposal is authorized to sign this document on behalf of the respondent and to bind the respondent under any contract resulting from this proposal.

Respondent certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

Signature

Printed Name

Title

Date

APPENDIX D

ATTACHED CONTRACT

**CONTRACT FOR
Texas Integrated Justice Exchange Model (TJIEM) Project
Texas Path to NIEM**

I. PARTIES

This contract ("Contract" or "Agreement") is made and entered into by and between _____ ("Contractor" or "Vendor") and the Department of Public Safety, an agency of the State of Texas, ("TXDPS"), pursuant to Request for Proposal No. 405-C7-4031. Contractor and TXDPS are collectively referred to in this contract as the "Parties."

WHEREAS, on the basis of the written representations contained in Contractor's proposal, as well as Contractor's presentation, discussions with Contractor and Contractor's experience relating to the deliverables contemplated by this contract, TXDPS desires to engage Contractor to provide the deliverables on the terms and conditions as stated herein;

WHEREAS, Contractor has represented to TXDPS that Contractor is a leader in and has extensive experience in providing the deliverables made the basis of this Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Contractor and TXDPS hereby covenant and agree as follows:

II. TERMS AND CONDITIONS

1. Controlling Order of Contract

This contract between TXDPS and Contractor consists of the documents listed below. In the event of any conflicts between the documents, the documents will control in the following order of precedence:

- a. The following contract documents:
 - i. This contract, including any appendices
 - ii. TXDPS Request for Proposals as posted, including all attachments or appendices
 - iii. Contractor's original proposal as submitted, including any attachments such as the Contractor's signed Affirmation Clauses and the HUB Subcontracting Plan
 - iv. The Deliverable Schedule and the Statements of Work, as defined in Section III herein
- b. TXDPS Purchase Order, including any Purchase Order Change Notices and excluding any pre-printed terms and conditions.

2. Contract Term

This Contract shall become effective on the date it is signed by the last of the two Parties to this contract. The term of this Contract shall last through August 31, 2007 for deliverable #1 and a target date of October 31, 2007 for deliverable #2.

3. Time is of the Essence

Time is of the essence for delivering the deliverables as set forth in this contract.

4. Submitting Invoices and Receiving Payment / Acceptance Process

TXDPS will pay Contractor on the basis of itemized invoices submitted to and approved by TXDPS,

showing the actual deliverables provided and the attendant charge. Itemized invoices must clearly identify the project phase or title, deliverables delivered, the number of hours that each allocated employee worked and the date range of work performed for the associated charge. Chapter 2251 of the Texas Government Code shall govern payment and accrual of interest on any overdue payments.

Invoices must also include the TXDPS Purchase Order number, Contractor's Texas Identification Number System (TINS) number, Contractor's address, Contractor's contact person and Contractor's phone number. All invoices must be mailed to:

**CRIME RECORDS SERVICE
TEXAS DEPARTMENT OF PUBLIC SAFETY
ATTENTION: Don Farris, Jr.
PO BOX 4143
AUSTIN, TX 78765-4143**

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

If TXDPS, for any reason, including lack of supporting documentation, disputes any items in any invoices submitted by Contractor, TXDPS shall temporarily delete the disputed items and pay the remaining amount of the invoice. TXDPS shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After any dispute shall have been settled, Contractor shall include, if warranted, the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed items only. TXDPS will not be responsible for reimbursements due to travel and per diem expenses.

TXDPS will only accept a properly itemized invoice for payment after the acceptance for each deliverable or module as defined in the Section herein entitled "Final Operating Capability" and the Statement of Work.

5. Compliance with Permitting and Purchasing Laws

Contractor must be in compliance with any and all applicable permitting and purchasing laws that Texas state agencies must address before conducting business with a vendor. Contractor agrees that payments under this contract must be applied towards any of Contractor's debts to the State of Texas, including, but not limited to any child support or delinquent taxes, until paid in full.

6. Compliance with State, Federal, and Local Laws, Rules and Regulations

Contractor must comply with all applicable state, federal and local laws and ordinances in providing deliverables to TXDPS under this contract. Without limiting the generality of the foregoing, Contractor must be able to demonstrate compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of W-2s to common law employees. Contractor is responsible for both federal and state unemployment insurance coverage and standard workers' compensation insurance coverage. Contractor must comply with all federal and state tax laws and withholding requirements. TXDPS will not be liable to Contractor/subcontractor(s) or its employees for any unemployment insurance or workers' compensation coverage or federal or state tax withholding requirements. Contractor may be required to demonstrate compliance with such laws at the written request of TXDPS.

Contractor shall provide all labor and equipment necessary to furnish the deliverables under this contract. All employees of Contractor shall be a minimum of 17 years of age and experienced in the type of work to be performed. Absent prior, written permission from TXDPS, no visitors or relatives of Contractor's employees and subcontractors will be allowed on State property unless they are bona fide employees or subcontractors of Contractor performing work under this contract.

Contractor agrees that at all times its personnel must observe and comply with all laws, regulations and rules pertaining to state facilities, including but not limited to parking and security regulations. Additionally, Contractor personnel must agree to and comply with all relevant TXDPS policies that relate to the security of data and confidentiality of information.

In the event that any of Contractor's personnel has failed to comply with such laws, regulations or rules, TXDPS will have the right to require Contractor to remove such person from any involvement in this contract.

7. Conflict of Law, Choice of Law, U.N. Convention on Contracts and Venue

This contract shall be governed by the substantive and procedural laws of the State of Texas. The following shall not apply to this contract: a) the conflicts of law principles and rules of any other jurisdiction; and b) the United Nations Convention on Contracts for the International Sale of Goods.

Venue for any contract claims or litigation shall be in the State Office of Administrative Hearings or a court of competent jurisdiction in Travis County, Texas.

8. Force Majeure

Neither Contractor nor TXDPS shall be liable to the other for any delay in performance of, or failure to perform, any obligation contained herein caused by *force majeure*, provided the party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such party's control; and provided, further, that any action or inaction by a subcontractor of a party shall not be considered to be outside the control of such party except to the extent the Parties may expressly agree otherwise in this contract. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been corrected.

Force majeure is defined as those causes beyond the control of the party required to perform that are generally recognized under Texas law as a *force majeure* event, such as acts of God, acts of war, epidemic and court orders. Contractor shall immediately upon discovery notify the TXDPS project manager in writing of any delays in the implementation schedule or the delivery of deliverables without regard to responsibility, fault or negligence.

9. Severability

If one or more provisions of this contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final order/judgment of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of this contract and the application of the provision to other parties or circumstances will remain valid and in full force and effect.

10. Survival

Any provisions of this contract that impose continuing obligations on the Parties including, but not limited to the following, will survive the expiration or termination of this contract for any reason:

- a. The indemnity obligations,
- b. Contractor's news release, advertisement and publicity restrictions,
- c. Ownership rights
- d. Recordkeeping requirements and audit rights
- e. Warranty
- f. And any other provisions of this Contract that impose continuing obligations on either of the Parties or that govern the rights and limitations of either of the Parties after the expiration or termination of this Contract.

11. Non-Waiver of Defaults

Any failure of TXDPS, at any time, to enforce or require the strict keeping and performance of any provision of this contract will not constitute a waiver of such provision, and will not affect or impair same or the right of TXDPS at any time to avail itself of same. A waiver does not become effective unless TXDPS expressly agrees to such waiver in writing. Any acceptance, payment or use by TXDPS regarding any deliverable shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege or remedy available to TXDPS to enforce its rights, as such rights, powers, privileges and remedies are specifically preserved.

12. No Liability for Employees and Officers

Each party to this contract shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring negligence of the Parties, liability, if any, shall be shared by each party in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

13. Legislative Action

TXDPS is a state agency whose authority is subject to the actions of the Texas Legislature and the United States Congress. If TXDPS and/or the subject matter of this contract become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the deliverables to be provided under this contract impossible, unnecessary, void or substantially amended or that would terminate the appropriations for this contract, TXDPS may immediately terminate this contract without penalty to, or any liability whatsoever on the part of, TXDPS, the State of Texas and the United States. This contract does not grant Contractor a franchise or any other vested property right.

Termination under this section is immediate, so TXDPS is not required to provide 30 days notice under this section.

If funding for this Contract is reduced by law or the statutory amount of compensation authorized for the Vendor is reduced, TXDPS may, upon thirty days written notice to the Vendor, reduce the deliverables in such manner and for such periods of time as TXDPS may elect.

14. Termination by Default

In the event that Contractor fails to carry out or comply with any of the requirements of this contract with TXDPS, TXDPS may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days. In the event that Contractor fails to remedy such failure or default within the ten (10) day period, TXDPS will have the right to cancel this contract upon ten (10) days written notice.

The cancellation of this contract, under any circumstances whatsoever, will not affect or relieve Contractor from any liability that may have been incurred pursuant to this contract, and such cancellation by TXDPS will not limit any other right or remedy available to TXDPS at law or in equity.

15. Termination for Cause or Convenience

This contract may be terminated as follows:

- For Convenience: This contract may be terminated, without penalty, by TXDPS, without cause by giving thirty (30) days written notice of such termination to Contractor.
- For Cause: This contract may be terminated by TXDPS if Contractor fails to perform as agreed or is otherwise in default, without the necessity of complying with the requirements in the section herein entitled "Termination by Default."
- Termination for Listing on Federal Excluded Party List or on the Terrorism List (Executive Order 13224): TXDPS shall have the absolute right to terminate this contract without recourse as follows: a) if Contractor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control; or b) if Contractor becomes suspended or debarred from doing business with the federal government as listed in the Excluded Parties List (EPLS) maintained by the General Services Administration. TXDPS will provide Contractor with written notice to terminate the contract, which termination will become effective immediately upon Contractor's receipt of the notice.

If Contractor is terminated for cause, TXDPS reserves the right to cancel the contract and to either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed.

16. Termination Liability (for Termination for Convenience)

In no event will termination for convenience by TXDPS give rise to any liability whatsoever on the part of TXDPS whether such claims of Contractor are for compensation for anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason. TXDPS' sole obligation hereunder is to pay Contractor for deliverables ordered and received prior to the date of termination, if TXDPS accepts such deliverables.

17. No Joint Enterprise

TXDPS is associated with Contractor only for the purposes and to the extent set forth herein, and with respect to the creation and delivery of deliverables hereunder, Contractor is and shall be an

independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for TXDPS whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

18. Assignment by the Contractor

Contractor must not assign or transfer any interest in this contract without the express, prior written consent of TXDPS.

19. Successors

This contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, administrators, personal representatives, legal representatives and permitted assigns.

20. News Releases, Advertisements and Publicity

Contractor must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this contract, without the express, prior written approval of TXDPS, and then only in accordance with explicit written instructions from TXDPS.

Contractor must not use the name of the State of Texas or TXDPS in any advertisement, promotion or otherwise for any purpose regarding this contract without the express prior written consent of TXDPS. TXDPS is not authorized to provide endorsements.

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

21. Employee Non-Solicitation

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

22. Contract Amendments

No modification or amendment to this contract will become valid unless in writing and signed by both Parties. All correspondence regarding modifications or amendments to this contract must be forwarded to TXDPS for prior review and approval. Only the Executive Director of the Texas Department of Public Safety or his/her designee will be authorized to sign changes or amendments.

23. Confidentiality and Security Requirements

All information provided by TXDPS to Contractor or created by Contractor in performing the obligations under this contract is confidential and shall not be used by Contractor or disclosed to any person or entity, unless such use or disclosure is required for Contractor to perform work under this contract.

The obligations of this section do not apply to information that is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that Contractor shall furnish prompt written notice of such required disclosure and shall reasonably cooperate with TXDPS, at TXDPS' cost and expense, in any effort made by TXDPS to seek a protection order or other appropriate protection of its confidential information.

Contractor shall notify TXDPS of any unauthorized release of confidential information within two (2) days of when Contractor knows or should have known of such unauthorized release.

Contractor agrees to maintain all confidential information in confidence during the term of this contract and after the expiration or earlier termination of this contract.

If Contractor has any questions or doubts as to whether particular material or information is confidential information, Contractor shall obtain the prior written approval of TXDPS prior to using, disclosing or releasing such information.

Contractor acknowledges that TXDPS' confidential information is unique and valuable, and that TXDPS will have no adequate remedy at law if Contractor does not comply with its confidentiality obligations under this contract. Therefore, TXDPS shall have the right, in addition to any other rights it may have, to obtain in any Travis County court of competent jurisdiction temporary, preliminary and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any confidentiality obligations of Contractor if Contractor fails to perform any of its confidentiality obligations under this contract.

Contractor shall immediately return to TXDPS all confidential information when this contract terminates or at such earlier time as when the confidential information is no longer required for the performance of this contract or when TXDPS requests that such confidential information be returned.

Information, documentation and other material in connection with this contract, including Contractor's proposal, may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code.

24. Right to Audit and Inspect

At any time during the term of this contract and for a period of four (4) years thereafter (as applicable), TXDPS or a duly authorized audit representative of TXDPS, at its expense and at reasonable times, reserves the right to:

24.1 Inspect Services and All Other Deliverables

1. TXDPS has the right to inspect and test all services and all other deliverables listed in this contract, to the extent practicable at all times and places during the term of this contract. TXDPS shall perform inspections and tests in a manner that will not unduly delay the work.
2. If TXDPS performs inspections or tests on the premises of Contractor or a subcontractor, Contractor shall furnish, and shall require subcontractor(s) to furnish, at no increase to this contract's price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

If any of the deliverables do not conform to this contract's requirements, TXDPS may require Contractor to provide the deliverables again in conformity with this contract's requirements, at no increase in this contract's amount, in addition to all other legal and equitable remedies.

24.2 Audit

TXDPS reserves the right to audit Contractor's records and documents regarding compliance with this contract. Contractor is also subject to audit by any other department or agency, including federal agencies, responsible for determining that the Parties have complied with the applicable laws. The State Auditor may conduct an audit or investigation of any entity receiving funds from the State of Texas directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Contractor must keep all records and documents regarding this contract for the term of this contract and for four (4) years after the termination of this contract.

In the event such an audit by TXDPS reveals any errors by TXDPS or the Contractor, the Contractor shall refund TXDPS the full amount of such overpayments within thirty (30) days of such audit findings, or TXDPS at its option reserves the right to deduct such amounts owing TXDPS from any payments due Contractor.

25. Ownership of Deliverables

Any source code, hardware, software, research, reports, studies, data, photographs, negatives or other information, documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be the exclusive property of the State of Texas. Contractor must deliver, in a format requested by TXDPS, all such source code, research, reports, etc. to TXDPS upon completion, termination or cancellation of this contract or upon the deadline established for providing each deliverable to TXDPS under the contract, whichever is sooner. The ownership rights herein shall include, but not be limited to, any copyrights, patents, trade secrets, copyright or patent applications, other intellectual property, as well as the right to copy, publish, display, transfer, license, prepare derivative works, or otherwise use the source code, research, reports, etc.

26. Insurance

No contract will be executed unless and until certificates are delivered, reflecting the appropriate insurance coverages.

All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. TXDPS will be named as an Additional Insured on all required coverages. Required coverages must remain in effect through the term of the Contract.

Standard Insurance Provisions

- 1. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401.001 et seq. of the Texas Labor Code) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.**
- 2. Commercial General Liability with a combined single limit of \$500,000 per occurrence for coverage AB&C including products and completed operations, where appropriate, with a separate aggregate of \$500,000. The policy must contain the following provisions:**
 - a. Blanket contractual liability coverage for liability assumed under the Contract**
 - b. Independent Contractors coverage**
 - c. TXDPS, listed as an additional insured**
 - d. Thirty (30) day Notice of Cancellation in favor of the TXDPS**
 - e. Waiver of Transfer Right of Recovery against Others in favor of TXDPS**
- 3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy must contain the following endorsement in favor of TXDPS:**
 - a. Waiver of Subrogation endorsement**
 - b. Thirty (30) day Notice of Cancellation endorsement**
 - c. Additional Insured endorsement**

27. Chapter 2260, Texas Government Code

Contractor must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all contract claims arising under this contract.

28. Antitrust

Contractor hereby assigns to TXDPS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, *et seq.* (1973), and the antitrust laws of the State of Texas, Texas Business and Commerce Code Section 15.01, *et seq.* (1967).

29. Indemnity

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD TXDPS AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM CONTRACTOR'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS CONTRACT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS CONTRACT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST TXDPS AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS), BY ANY EMPLOYEE OF THE CONTRACTOR OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

CONTRACTOR'S OBLIGATIONS IN THIS SECTION INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS, LAWSUITS, DAMAGES, ETC. BASED ON A CLAIM THAT ANY PIECE OF EQUIPMENT, GOODS, SOFTWARE, DOCUMENTATION, SERVICES OR OTHER DELIVERABLES SUPPLIED BY CONTRACTOR OR ITS SUBCONTRACTORS, OR THE USE, DISPLAY, OPERATION OR REPRODUCTION THEREOF, INFRINGES ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL OR PROPRIETARY RIGHT OF ANY PERSON OR ENTITY. SHOULD THE PIECE OF

EQUIPMENT, GOODS, SOFTWARE, ETC. BECOME, OR IN THE CONTRACTOR'S OPINION BE LIKELY TO BECOME, THE SUBJECT OF A CLAIM OF INFRINGEMENT, THE CONTRACTOR, AT ITS OWN EXPENSE, MUST: 1) PROCURE FOR TXDPS THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, GOODS, ETC.; OR 2) IF SUCH OPTION IS NOT REASONABLY AVAILABLE TO CONTRACTOR, CONTRACTOR MUST REPLACE OR MODIFY THE SAME WITH EQUIPMENT, SOFTWARE, GOODS, ETC. OF EQUIVALENT FUNCTION AND PERFORMANCE SO THAT IT BECOMES NON-INFRINGEMENT.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

30. Buy Texas

Pursuant to Section 2155.4441 of the Texas Government Code, Contractor shall buy Texas products and materials for use in providing the services authorized in this contract when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

31. Family Law Code

Under Section 231.006, Family Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

32. Commencement of Work

Any work performed before final execution of this contract must be at Contractor's risk and will not be reimbursed.

33. Rolling Estoppel

TXDPS will be conclusively deemed to have fulfilled its obligations under this contract, unless TXDPS receives a deficiency report from Contractor within five (5) business days of the occurrence of the alleged deficiencies and Contractor identifies specific deficiencies in TXDPS' fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have impacted the specific performance requirement of Contractor. Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under this contract or the project cost, if Contractor knew of that problem and failed to include it in the applicable report. The deficiency report must be sent to the TXDPS Project Manager ("TXDPS PM").

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

34. Governing Law and Venue

This contract will be construed and governed by the laws of the State of Texas. Venue for any litigation or contested case hearing will be Travis County, Texas.

35. Criminal History Background Checks

Contractor must have its project personnel submit to a TXDPS fingerprint-based criminal history background investigation, if required by TXDPS. To facilitate this criminal history background investigation, each person must be required to complete a HR Personal History Statement form, which will be provided by TXDPS.

If TXDPS requires a fingerprint-based criminal history background investigation, Contractor must not allow personnel to work on the project that have not submitted to and successfully completed a TXDPS fingerprint-based criminal history background investigation.

36. Subcontractors

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

Contractor must not delegate any duties under the contract to a subcontractor unless TXDPS has given written consent to the delegation. TXDPS will have the right to approve all subcontractors and to require Contractor to replace any subcontractor found, in the opinion of TXDPS, either initially or based on performance, to be unacceptable. TXDPS reserves the right to receive copies of and review all subcontracts. The management of any subcontractor will be the sole responsibility of Contractor, and failure by a subcontractor to perform will be deemed to be a failure of Contractor. Contractor must make all payments to subcontractors and suppliers. TXDPS will not release Contractor from having to perform any obligations under the contract, notwithstanding the fact that a subcontractor may have been engaged by Contractor to perform those obligations.

All subcontracts shall include all applicable provisions contained in this contract and any provisions required by law.

37. Sales and Use Tax

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

38. Intentionally Left Blank

39. Notices

Any notice required or permitted under this contract shall be directed to the respective Parties at the addresses shown below and shall be deemed received: (1) when delivered in hand and a receipt granted; (2) three days after it is deposited in the United States mail by certified mail, return receipt requested; or (3) when received if sent by confirmed facsimile:

If to TXDPS:

Texas Department of Public Safety
5805 N. Lamar Blvd., Bldg. G

Austin, Texas 78752

ATTN: Don Farris, Jr.

Facsimile: (512) 424-5911

With a copy to:

Texas Department of Public Safety
5805 N. Lamar Blvd., Bldg. A

Austin, Texas 78752

ATTN: Chief of Finance, Oscar Ybarra

Facsimile: (512) 424-2816

If to Contractor:

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

40. Complaints and Contract Claims

In addition to other remedies contained in this contract, Contractor may direct their written complaints, as well as any contract claims, to the following office:

Texas Department of Public Safety
ATTN: Oscar Ybarra
Chief of Finance
5805 North Lamar Boulevard, Building A
Austin, Texas 78752
Telephone: (512) 424-2062
Fax: (512) 424-5950

E-mail: oscar.ybarra@txdps.state.tx.us

41. Standards for Information Technology

Contractor must consider and accommodate statewide standards for information technology. These statewide standards are located at <http://www.dir.state.tx.us/standards>.

42. Personnel

Contractor warrants that all persons assigned to the project are employees or subcontractors of Contractor, and are fully qualified to perform the work required herein.

Replacement of personnel, if approved by TXDPS, must be with personnel of equal or greater ability and qualifications. TXDPS will be the arbiter of whether the replacement personnel have equal or greater ability and qualifications than the personnel being replaced.

Contractor must assign all personnel identified in its proposal to complete all of their planned and assigned responsibilities in connection with performance of the obligations of Contractor under this contract. TXDPS will have the right to approve the assignment and replacement by Contractor of all personnel assigned to provide services or to provide on-site representation of Contractor.

Before assigning a replacement individual for any of the personnel commitments identified in Contractor's proposal, Contractor must notify TXDPS of the proposed assignment, must introduce the individual to the appropriate representatives of TXDPS, must provide a transfer of knowledge validation and must provide to TXDPS a resume and any other information about the individual reasonably requested by TXDPS. TXDPS reserves the right to interview the individual before granting approval.

43. Replacement of Personnel at TXDPS' Request

TXDPS reserves the right to require Contractor to replace Contractor personnel whom TXDPS judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of TXDPS or the State of Texas. Before a written request is issued, authorized representatives of TXDPS and Contractor will discuss the circumstances. Upon receipt of a written request from an authorized representative of TXDPS, Contractor must be required to proceed with the replacement. The replacement request must include the desired replacement date and the reason for the request. Contractor must use its best efforts to effect the replacement in a manner that does not degrade service quality. Contractor must also provide TXDPS with evidence of a sufficient transfer of knowledge to the proposed replacement.

This provision will not be deemed to give TXDPS the right to require Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give TXDPS only the right to require that Contractor discontinue using an employee in the performance of services for TXDPS.

44. Unauthorized Removal of Personnel

It is critical to the overall success of the project that Contractor not remove or reassign, without TXDPS' prior written approval (which approval will not be unreasonably withheld), any of the

assigned personnel until such time as the personnel have completed all of their planned and assigned responsibilities in connection with performance of Contractor's obligations under the contract. Without prior written approval from TXDPS, personnel will only be changed in the event of death, personal injury or debilitating illness or termination of employment with Contractor. The unauthorized removal of personnel by Contractor will be considered by TXDPS as a material breach of the contract and grounds for termination.

45. Intentionally Left Blank

46. Intentionally Left Blank

47. Interpretation Against the Drafter

Regardless of which party drafted the contract or the language at issue, any ambiguities in the contract or the language at issue will not be interpreted against the drafting party.

48. Non-incorporation Clause

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

49. Multiple Contracts

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

50. Headings

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

51. Licenses and Permits

This section entitled "Licenses and Permits" only applies to intellectual property which is not developed under this contract and to which TXDPS does not already have a right to use, display and reproduce.

Contractor is not authorized to include such intellectual property in any deliverables, unless Contractor receives the written authorization from the TXDPS project manager to do so.

51.1 Third Party Intellectual Property

Vendor shall pay all license fees and/or royalties and assume all costs incident to the use or possession in the performance of the deliverables or the incorporation into the deliverables of any third-party intellectual property.

If Vendor incorporates any third-party intellectual property into the deliverables, Vendor shall obtain and furnish with such intellectual property the following: (i) documentation on the use of such intellectual property, (ii) a perpetual, irrevocable license (which may be nontransferable, nonexclusive, or both) to reproduce, publish, display and otherwise use, or modify such intellectual property and associated user documentation, and (iii) a perpetual, irrevocable license (which may be nontransferable, nonexclusive, or both) to authorize others to reproduce, publish, display and otherwise use, or modify such intellectual property for TXDPS purposes. Vendor will facilitate the transfer of third-party licenses to TXDPS upon terms and conditions acceptable to TXDPS. For those third-party products that require license renewal, TXDPS has the option to arrange licensing directly from the suppliers.

51.2 Vendor's Intellectual Property

This Contract shall supersede all terms of any "shrink-wrap" or "click wrap" license included in any package, media or electronic version of the intellectual property and any such intellectual property shall be licensed or provided under the terms of this Contract.

In consideration of payment in full of the applicable purchase price for the applicable deliverable, Vendor hereby grants to TXDPS a perpetual, irrevocable, paid-up, nonexclusive and enterprise-wide license to allow TXDPS and the TXDPS designees to use, display, publish, reproduce and modify the intellectual property. Vendor reserves all rights to the intellectual property that have not been expressly granted to TXDPS.

TXDPS has the right, in its own discretion, to independently modify and create derivative works of such intellectual property to which a license is granted to TXDPS herein, through the services of TXDPS' own employees or any independent contractors. TXDPS shall own all rights to such modifications or derivative works.

52. Warranties

52.1 Third Party Warranties

If, under this contract, the Contractor procures any materials or products for TXDPS, the Contractor must assign or otherwise transfer to TXDPS, or afford TXDPS the benefits of, and manufacturer's warranty for such materials or products.

52.2 Contractor Warranties

Contractor warrants that all deliverables will be free from defect in materials and workmanship, and that all deliverables will comply with the TXDPS specifications, for a period of one (1) year. The warranty period will begin upon acceptance by TXDPS of each module or deliverable in accordance with the provisions of this Contract. If software is included as a deliverable under this contract, all software releases and upgrades released during the warranty period must be provided to TXDPS at no cost.

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

- The Contractor/subcontractor(s) must create and deliver all deliverables in accordance with the highest professional standards in the industry.

- The Contractor/subcontractor(s) must use adequate numbers of qualified individuals with suitable training, education, experience, and skill to create and deliver the deliverables.
- The Contractor/subcontractor(s) must maintain all equipment and software for which it has maintenance responsibilities in good operating condition and must undertake all repairs and preventive maintenance in accordance with the manufacturers' recommendations.
- The Contractor/subcontractor(s) must use its best efforts to use efficiently all resources or services necessary to provide the deliverables that are required under this contract.
- The Contractor/subcontractor(s) must use its best efforts to create and deliver the deliverables in the most cost-effective manner consistent with the required level of quality and performance.
- The Contractor/subcontractor(s) must create and deliver the deliverables in a manner that does not infringe the proprietary rights of any third party.
- The Contractor/subcontractor(s) must create and deliver the deliverables in a manner that complies with all applicable laws and regulations.
- The Contractor has duly authorized the execution, delivery, and performance of this contract.
- The Contractor/subcontractor(s) has not provided any gifts, payments, or other inducements to any officer, employee or agent of TXDPS.
- The Contractor/subcontractor(s) must use its best efforts to ensure that no viruses or similar items are coded or introduced into any systems used to create or to deliver the deliverables.
- The Contractor/subcontractor(s) must not insert or activate any disabling code into any systems used to create or to deliver the deliverables without TXDPS express prior written approval.
- The Contractor/subcontractor(s) will not infringe any intellectual property right of any third party. In the course of performing work under this Contract, Contractor/subcontractor(s) will not use or copy any intellectual property owned by a third party without paying any required license fees or royalties.
- The Contractor/subcontractor(s) will not incorporate any open source software into any of the deliverables under this Contract without the written approval from the TXDPS PM.

53. Liquidated Damages

TXDPS reserves the right to assess liquidated damages at an amount equal to \$1,000 per-day for each calendar day beyond the expected date of Final Operating Capability for each deliverable. Contractor shall not be responsible and liquidated damages may not be assessed due to any delay caused by schedule amendments requested by TXDPS, delays as the result of activity that is the responsibility of the TXDPS project team as long as Contractor timely files its deficiency report as required by the Section herein entitled "Rolling Estoppel" or delays that TXDPS deems were outside the control of the Contractor. Assessments incurred under this provision may, at TXDPS' option, be deducted from any payment due the

Contractor. The burden of proof that the delay is attributable to TXDPS rests with Contractor. TXDPS has the right to offset any liquidated damages payable to TXDPS, as specified above, against any payments due to Contractor. If insufficient payments are available to offset such liquidated damages, then Contractor shall pay to TXDPS any remaining liquidated damages within fifteen (15) calendar days following receipt of written notice of the amount due.

III. ACCEPTANCE OF DELIVERABLES AND PROJECT UPDATES

1 Deliverable Schedule

TXDPS will negotiate the final Deliverable Schedule that includes date expectations for completion of each deliverable, along with the itemized cost for each deliverable. Deliverable Schedule must include any TXDPS responsibilities or expectations that could adversely affect the completion of any deliverable. TXDPS PM must approve Deliverable Schedule prior to Contractor beginning any billable work. Work performed before approval of the Deliverable Schedule will be at vendor's risk and will not be reimbursed.

2 Statement of Work

Contractor must draft a Statement of Work ("SOW"), which must be delivered to the TXDPS PM for each deliverable. Each SOW must include the following:

- Development plan that includes TXDPS staff expectations
- The Final Operating Capability date for each deliverable, along with the itemized cost for each deliverable
- An area for approval and date of approval (approval is defined by original signature) for both the Contractor and TXDPS PM.

Development for each SOW may not begin until the TXDPS PM has approved such SOW. The acceptance process will be managed in accordance with the SOW document. The deliverables to be accepted will be identified in the SOW. A walkthrough that explains the purpose of the deliverable, the acceptance criteria and the content of the deliverable will be provided by the Contractor to the TXDPS PM and or any other necessary TXDPS personnel for TXDPS' consideration.

3 Inspections and Reviews

All aspects of this Contract will be subject to inspection and review by TXDPS. Reviews will be performed on each documented deliverable and will require joint signoff by Vendor and TXDPS personnel. The review will verify successful completion of each deliverable. The review schedule will be developed jointly by the TXDPS and the Contractor.

All costs shall be borne by the Contractor in the event any deliverable reviewed fails to meet or exceed all conditions and requirements of the specifications. A written acceptance form that describes the deliverable, the previously agreed-to

acceptance criteria, with space for sign-off by both the TXDPS PM and Contractor will be provided.

If a deliverable is rejected, the reasons for rejection must be documented. TXDPS may only be able to tell the Contractor that the deliverable does not meet specifications. TXDPS is relying on the expertise of the Contractor to develop a compliant deliverable and to fix noncompliant deliverables. The lack of a signature on the acceptance form does not constitute rejection and cannot be used by the Contractor as a default acceptance. The TXDPS Project Manager will maintain all signed acceptance forms.

4 Project Deliverable Status Updates

TXDPS will require the Contractor provide, on a weekly basis or other mutually agreed upon schedule, a project status update. It will be at the sole discretion of TXDPS to approve the method of weekly status updates. The Contractor must keep TXDPS advised at all times of the status of the project. All delays whether foreseen or unforeseen in delivery or implementation must be provided to the TXDPS PM in writing within five (5) business days of determination of delay. Contractor must include the following in its delay documentation: a) a date, b) the reason for delay, c) the Party who is at fault regarding the delay and d) a reasonable expectation for resolution. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes TXDPS to purchase such deliverables elsewhere and charge full increase in costs, if any, to the Contractor, in addition to any other legal or equitable remedy.

5 Final Operating Capability

Final Operating Capability is defined as the successful completion and final acceptance by TXDPS of any deliverable. TXDPS expects that every deliverable will meet expectations outlined in Section 11 of the Request for Proposal (Project Deliverables). After each deliverable complies with the requirements of Final Operating Capability, the Contractor may submit an invoice for such deliverable. Contractor will be responsible for providing TXDPS PM with a project approval document for acceptance by signature.

Once the final deliverable complies with the requirements of Final Operating Capability, Contractor may submit an invoice for such deliverable.

IV. SERVICE LEVELS FOR WARRANTY

Warranty work shall be performed solely by the Contractor.

IN WITNESS WHEREOF, the Parties to this Contract have signed and delivered this contract.

_____:

By: _____

Date: _____

Texas Department of Public Safety:

By: _____

Date: _____

APPENDIX E

NATIONAL INFORMATION EXCHANGE MODEL NIEM

INTRODUCTION

APPENDIX F

**NATIONAL INFORMATION EXCHANGE MODEL
NIEM**

CONCEPT OF OPERATIONS

APPENDIX G

**NATIONAL INFORMATION EXCHANGE MODEL
NIEM
INFORMATION EXCHANGE PACKAGE DOCUMENTATION**

APPENDIX H

NATIONAL INFORMATION EXCHANGE MODEL NIEM

NAMING AND DESIGNING RULES AND DATA MODELING GUIDELINES

APPENDIX I

**TEXAS JUSTICE INFORMATION INTEGRATION INITIATIVE PLAN
TJIS**

APPENDIX J

SEARCH - JUSTICE INFORMATION EXCHANGE MODEL TOOL JIEM

APPENDIX K

**TEXAS JUSTICE INFORMATION EXCHANGE MODEL
TJIEM**

PLANNING DOCUMENTS

APPENDIX L

TEXAS JUSTICE DATA DICTIONARY

APPENDIX M

STATUTE CITATIONS AFFECTING THE ABILITY TO SHARE JUSTICE INFORMATION

APPENDIX N

28 EXCHANGES

APPENDIX O

**District Clerk Reporting Table
and
County Clerk Reporting Table**

APPENDIX P

Historically Underutilized Business (HUB) Plan