

REQUEST FOR PROPOSALS
JBCC LICENSING AND COMPLIANCE SYSTEM

REQUISITION # 212-6-0611 / CLASS & ITEM 208-80

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Section 1. General

1.1 Scope

The Office of Court Administration (OCA) seeks proposals for its Judicial Branch Certification Commission (JBCC) electronic licensing and compliance system, including the design, programming, installation, user testing, data conversion, training, software, software maintenance, and system and user documentation. Respondents are requested to submit alternative proposals for a cloud-based system as well as a system housed on OCA servers. For purposes of long-term usage, maintenance, eventual upgrades, and change management, OCA requires documentation of the evolution of the system from design development through implementation of the final deliverable. Proposals must also include training for end-users, including the general public, licensees, and OCA staff; as well as a technical knowledge transfer to the OCA IT team.

1.2 Contract Term

The contract term shall begin upon the last signature date on the purchase order. Contractor shall have the system operating for JBCC usage no later than June 1, 2017. Contractor may be subject to a penalty of up to \$500 per month after that date for each month during which the system is not installed or operational. The contract term for maintenance begins upon installation and continues for a period which ends no later than August 31, 2018. By written agreement of the parties, the contract term for maintenance may be extended for up to two (2) one-year terms at the same price, terms, and conditions.

1.3 Compensation

The selected contractor is to be paid upon OCA acceptance after completion of specific, agreed-upon phases listed in Section 2.7 in the design, development, installation, testing and completion of the system. OCA shall retain ten percent (10%) of each payment as security for satisfactory performance on the contract and any penalty charged under Section 1.2. Upon final acceptance by OCA of the completed system (Deliverable 8), OCA will pay the amount retained to contractor, subject to penalties charged under Section 1.2.

1.4 Overview of JBCC

The JBCC was created within the judicial branch of Texas state government to oversee the regulation of court-related professions assigned to it by law and the Supreme Court of Texas. The JBCC licenses and regulates court reporters and court reporting firms, professional guardians, process servers, and licensed court interpreters. Pursuant to Chapter 152 of the Texas Government Code, the JBCC is appointed by the Supreme Court and is administratively attached to the Office of Court Administration (OCA). The OCA Administrative Director and staff administers and enforces JBCC programs.

The JBCC currently uses a system for the operations of the court reporter certification program, process servers, and guardians using an Oracle database. There are approximately 25,000 records, and 30 critical tables. The License Court Interpreter licensing program is maintained on an Excel database with approximately 500 records.

Pursuant to the contract, Contractor will transfer active programs/records and other programs dating back to 2010 to the new system.

Further information regarding the Judicial Branch Certification Commission and its operations, including the Licensed Court Interpreter program and Guardian Certification program can be found at OCA's Web site: <http://www.txcourts.gov/jbcc.aspx>.

1.5 Overview of JBCC Division Programs and License Types.

- Court Reporters Certification (2-year renewal cycle)
 - Applicants
 - Certified Shorthand Reporters (CSR)
 - Court Reporting Firms (Registration (CRF))
- Guardianship Certification (2-year renewal cycle)
 - Applicants
 - Certified Guardian
 - Provisionally Certified Guardian (no renewal)
- Process Server Certification (3-year renewal cycle)
 - Applicants
 - Certified Process Server
- Licensed Court Interpreters (1-year renewal cycle)
 - Applicants
 - Basic Designation
 - Master Designation
- Compliance Program – case status
 - Open Investigations
 - Complaint Review Committee recommendation pending JBCC review
 - JBCC determination pending hearing
 - JBCC final order after hearing pending appeal
 - Final order after exhaustion of appeals
 - Compliance monitoring after final order
 - Monitoring administrative penalty payment
 - Compliance with terms of probated suspension
 - Blocking/Refusing licensure renewal/issuance during suspension, after revocation, after voluntary license surrender in lieu of disciplinary action
 - Fulfilling terms of final order directed to agency staff
 - Administrative dismissal (dismissal by JBCC staff)
 - JBCC dismissal (dismissal by JBCC)
 - Closed case (terms of final order completed)

1.6. Overview of OCA Technical Environment

- SQL Server 2014
- Windows 2012
- ISS v. 7

Section 2. Statement of Work

OCA seeks an integrated electronic system that provides interactive operational functionality using data for both the Certification Division Licensing and Compliance sections to efficiently process applications, examinations, criminal background checks, and to license, certify and register qualified individuals and companies throughout Texas. The system must also provide for the investigation, legal action and disciplining of individuals and companies (regardless of licensure status). The system must provide interaction between the licensing, compliance and accounting functions to provide for an efficient regulatory process. The system must include a presence on the Internet which allows licensees and

applicants for licensure a means for making licensing and renewal fee payments, filing initial and renewal applications, reporting continuing education, reporting compliance with disciplinary orders, and maintaining a profile for consumer information. The system must also include a presence on the Internet that allows the public to search for licensees and for disciplinary action against those licensees. The system must include the ability to use the state's payment portal Texas.gov for relaying payment information between the agency, banks, credit card companies and the Comptroller for payments made by credit card, debit card, and Automated Clearinghouse (ACH) or electronic check.

JBCC administers a licensing program for four separate court-related professions: court reporters, professional guardians, process servers, and licensed court interpreters. The agency also maintains a registry of court reporting firms. There are different processes for licensing the professions, different licensing requirements, different license renewal schedules and different continuing education requirements. See Exhibits E, F, G, H, I, and J for flow charts describing the licensing processes. The system must accommodate the specific process for each profession and must be adaptable to accommodate future changes to licensing standards, renewal schedules, and any other aspect of the licensing and license renewal process. The agency also investigates complaints involving the professions, and the JBCC imposes disciplinary action as part of its regulatory mandate. Disciplinary actions may affect the licensing process. For example, the JBCC may order a licensee to complete additional continuing education in order to renew the license. The system must deny that particular licensee the ability to renew the license until the additional continuing education hours are logged.

It is anticipated that at least one of the JBCC licensing programs may expand substantially to include new categories of a current license. It is also anticipated that the number of applicants and licensees will increase over time. The Supreme Court or the Legislature may also add the licensing and regulation of other professions to the JBCC's jurisdiction. The system, whether cloud-based or hosted on OCA servers, must have adequate space to accommodate a growing class of licensees and adaptable to provide for new licensing programs which may include new and different requirements, processes, and data maintenance.

The system must meet all requirements specified in this document. Each Respondent must include a detailed description of how its proposal will accomplish each requirement.

2.1 General Requirements

All Web pages described must meet accessibility standards promulgated in Texas Administrative Code, Title 1, Chapters 206 and 213, as well as the Web Content Accessibility Guidelines (WCAG) 2.0 AA.

Respondent must update the system as these standards evolve during the contract term.

Respondent must describe in detail how it would work with OCA to configure, data map and convert data from the current Versa database to transfer data to the new system, and provide adequate space for future growth. The system must be user friendly (ease of use, not complicated) to the (internal and external) end-user with minimal pages or data input screens. The selected Respondent must work with OCA to configure its applications to match OCA business rules, legal requirements, and the processes and procedures of the JBCC Certification Division and Compliance Division, particularly regarding ease-of-use requirements.

2.2 **Functional Requirements**

The Respondent must provide a system with the following functional requirements. Unless otherwise specified by the requirement, all requirements are considered mandatory for evaluating offers submitted in response to this RFP.

| | <u>Sub-Function</u> | Requirements | Description |
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| <u>Functionality</u> | | | |
| F -1. | | The OCA Licensing and Compliance Solution: Available 24 hours. | System must be available to staff and users 24 hrs. per day. Must allow for downtime or outage notices when applicable. |
| F -2. | | The OCA Licensing and Compliance Solution: Web based solution. | System must be available on the internet. |
| F -3. | | The OCA Licensing and Compliance Solution: Electronic payment system. | System must be able to accept electronic payments, through state payment portal, Texas.gov. |
| F -4. | | The OCA Licensing and Compliance Solution: SQL Server reporting services. | System must allow reports to be generated within the system using the vendor's or MS SQL Server reporting services. |
| F -5. | | The OCA Licensing and Compliance Solution: Microsoft Technology Stack. | System must be a relational SQL Server database, 2008 or better. All technology must be of the Microsoft Technology Stack. |
| F -6. | | The OCA Licensing and Compliance Solution: Approve and certify licenses. | System must license applicants based on fulfilled requirements as defined by each program. (Court Reporters and Firms, Process Servers, Guardians, and Court Interpreters) |
| F -7. | | The OCA Licensing and Compliance Solution: Table based data base. | System must allow user to define and edit default values for the purpose of updating fees and license types. |
| F -8. | | The OCA Licensing and Compliance Solution: Configurable to allow for future programs. | System must be configurable for OCA to add additional program(s) at a later date. |
| F -9. | | The OCA Licensing and Compliance Solution: Provide editable lists of value fields. | System must allow editable drop down lists to be used in multiple fields throughout the system. |
| F -10. | | The OCA Licensing and Compliance Solution: System-wide single data entry and updating. | System must allow for data entry once and automatically apply to multiple records in other modules and/or windows. (e.g., single entry change, copy entry to related record within another modules such as compliance or the opposite direction). |

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| F -11. | | The OCA Licensing and Compliance Solution: Maintain basic program information. | System must maintain addresses, city, state, zip, phones, license types, emails, exam scores, complaints. |
| F -12. | | The OCA Licensing and Compliance Solution: Provide easy interface access throughout system. | System must provide a user interface that allows the user easy access and navigation between various parts of the system, such as licensing scheduling, compliance, cash, etc. |
| F -13. | | The OCA Licensing and Compliance Solution: Defined edit and data validation. | System must provide for the user-defined edit and data validation checks. This could apply to date formats or required relationships. |
| F -14. | | The OCA Licensing and Compliance Solution: Create unique numbers. | System must provide unique numbers that are identified separately from license numbers. |
| F -15. | | The OCA Licensing and Compliance Solution: Create and maintain locally defined index that allows database look-up by a choice of select fields. | System must provide the ability to allow database look-up using selected fields. |
| F -16. | | The OCA Licensing and Compliance Solution: Error messages are stated in terms users can understand and propose corrective actions when possible. | System must provide error messages that identify what is needed to correct the problem either by staff or person with appropriate rights. |
| F -17. | | The OCA Licensing and Compliance Solution: Capability to edit license status. | System must provide the capability to demote records with status type. (e.g., current, expired, suspended, revoked, etc.) |
| F -18. | | The OCA Licensing and Compliance Solution: Provide for reinstated applicants. | System must process reinstated applicants. |
| F -19. | | The OCA Licensing and Compliance Solution: Assigned admin login. | System must have an admin login that can add/delete and edit users and user passwords. To include administrative security authority. |
| F -20. | | The OCA Licensing and Compliance Solution: Allow exam types in database. | System must be able to add exam types to enter for selection when assigning exam types to records. (Written, Part A and Part B) |
| F -21. | | The OCA Licensing and Compliance Solution: Archival data storage. | System must provide for archiving data for purposes of knowing what happened, when it happened, and by whom it happened based on a defined period of time. |
| F -22. | | The OCA Licensing and Compliance Solution: Audit trail available for transactions. | System must provide an internal profile on all users with time date stamp for every function performed within the system. |

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| F -23. | | The OCA Licensing and Compliance Solution: Help menu. | System must provide a link to help menu on each window, such as to provide Help either on that specific page or to the Help for overall application. |
| F -24. | | The OCA Licensing and Compliance Solution: System is able to automate as much information as possible. | System must provide ability to turn on or off auto word complete as well as zip code fill-in and state defaults. |
| F -25. | | The OCA Licensing and Compliance Solution: Data input window should have links to other modules. For the purpose of transcribing information. | System must provide links to other system modules, such as compliance, fees, exams, CE, and reports for the purpose of complete system communication among all modules. |
| F -26. | | The OCA Licensing and Compliance Solution: Allow for multiple fees. | System must be able to add fees for courses, exams, and compliance. With the ability to edit and delete by authorized user. To include fee sums and balances calculated by the system. |
| F 27. | | The OCA Licensing and Compliance Solution: Allow for alerts on license records. | System must be able to handle ticklers and alerts. Alerts should be able to stop a process and some alerts must be for information purpose only. |
| F -28. | | The OCA Licensing and Compliance: Backup and Recovery | System must be able to provide daily backups and real time backups for recovery. Must provide recovery based on an "as of" date/time in the past. |
| <u>System Interface</u> | | | |
| SI -1. | | The OCA Licensing and Compliance Solution: State of Texas Payment Agency | System must be able to interface with Texas.gov payment system. |
| SI -2. | | The OCA Licensing and Compliance Solution: Data conversion. | System must be able to convert data from legacy program, Oracle data base, Excel, and Access. |
| SI -3. | | The OCA Licensing and Compliance Solution: Program conversation. | System must accept the current program to convert to new system |
| SI -4. | | The OCA Licensing and Compliance Solution: Allow for web updates and changes. | System must be able to allow web (on-line) input and Adobe Reader conversion and review for printing. |

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| Application Data and Records | | | |
| A -1. | | The OCA Licensing and Compliance Solution: Accept all data from program applications. | System must be able to accept all required information for all licensing programs. |
| A -2. | | The OCA Licensing and Compliance Solution: The system will supply current date as the default date for application start date. | System must assign application date/time stamp for purpose of application requirement. |
| A -3. | | The OCA Licensing and Compliance Solution: Multiple programs accessed through one system logon. | System must be able to access Court Reporter, Process Server, Guardian, and Interpreters application data with single logon after successful verification of password/user name. |
| A -4. | | The OCA Licensing and Compliance Solution: Provide for customized program access. | System must be able to limit application program access by individual user. |
| A -5. | | The OCA Licensing and Compliance Solution: Automatically assign unique license numbers. | System must automatically assign unique license numbers for each program using a defined format. To include the allowance for fiscal and calendar year edits to license numbers. By authorized permission. |
| A -6. | | The OCA Licensing and Compliance Solution: The OCA Licensing and Compliance Solution: Cancel applications with security measures. | System must have the ability to cancel an application with audit information, such as user, reason, and date and time, by authorized permission. |
| A -7. | | The OCA Licensing and Compliance Solution: Calculate and display application age. | System must have the ability to calculate and display application age with case information. |
| A -8. | | The OCA Licensing and Compliance Solution: System can track incomplete applications. | System must have the ability to track applications that have not been closed due to incomplete information, for the purpose of bulk processing and statistical reporting. |
| A -9. | | The OCA Licensing and Compliance Solution: Identify required fields. | System must have the ability to provide prompts to indicate required fields on every data entry window. To be defined by the program. |
| A -10. | | The OCA Licensing and Compliance Solution: Application search to include search data. | System must include the search criteria when opening an application from search. To include name, address, license type, license status, expiration date, registration date (when first certified), and renewal date. If applicable, include |

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| | | | alerts and compliance case #. |
| A -11. | | The OCA Licensing and Compliance Solution: System maintains data history. | System must display and maintain data from initial entry to close without overrides. System may show current data but history is maintained within record. |
| A -12. | | The OCA Licensing and Compliance Solution: System can set default values wherever needed. | System must allow for default values for the purpose of reducing data entry. |
| A -13. | | The OCA Licensing and Compliance Solution: System can transcribe data to other modules. | System must have the ability to duplicate data across the application in order to auto populate on other modules within the system. Modules such as CE, Enforcement, Fees, etc. |
| A -14. | | The OCA Licensing and Compliance Solution: Ability to designate confidential information. | System must have the ability to allow user to designate certain application fields as confidential and/or restrict access to those fields and notes, to be managed by an authorized user. |
| A -15. | | The OCA Licensing and Compliance Solution: Accept multiple addresses to license. | System must have the ability to enter various address types for a single applicant or organization. To include but not limited to phone, fax and email address. To label as 'required address'. |
| A -16. | | The OCA Licensing and Compliance Solution: Allow education information. | System must have the ability to enter educational information on application, such as HS, college or trade school, with city, state and dates. |
| A -17. | | The OCA Licensing and Compliance Solution: System allow for Continuing Education. | System must have the ability to add and maintain lists of continuing education courses on the application, to include CEU hrs. course sponsor, and course #. To be specified for each program. |
| A -18. | | The OCA Licensing and Compliance Solution: System allow for ticklers on applications. | System must be able to allow for ticklers on applications. To include alerts when the ticklers are due. |
| | Licensing | | |
| AL -1. | | The OCA Licensing and Compliance Solution: Query license using person or case criteria. | System must have the ability to search license with name (last and first), certification/license number, SS number, tax ID, or license status, etc. |

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| AL -2. | | The OCA Licensing and Compliance Solution: Query license using business criteria. | System must be able to search license using business name, cert/license#, app#, Tax ID or license/cert status, etc. |
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| AL -3. | | The OCA Licensing and Compliance Solution: Query license throughout the system. | System must have the ability to query a license for any licensed persons within all programs. |
| AL -4. | | The OCA Licensing and Compliance Solution: Attach and print documents to license record. | System must have the ability to attach and print files and images to license record. File format to include Excel, PDF and jpeg. |
| AL -5. | | The OCA Licensing and Compliance Solution: Accept ID license mail date. | System must have the ability to accept a license/certificate mail date to add to record. |
| AL -6. | | The OCA Licensing and Compliance Solution: Accept multiple names to license. | System must have the ability to enter preferred and alias names to a license. A minimal of two names. |
| AL -7. | | The OCA Licensing and Compliance Solution: Add notes to license. | System must have the ability to enter and print notes to a license record. To be identified when present. |
| AL -8. | | The OCA Licensing and Compliance Solution: Allow training courses to be entered. | System must have the ability to enter training classes to include city, state and date of training. |
| AL -9. | | The OCA Licensing and Compliance Solution: Allow criminal history to be entered. | System must have the ability to enter criminal history to include arrest date, offense, and disposition. |
| AL -10. | | The OCA Licensing and Compliance Solution: Access fees amounts. | System must have the ability to view applicable program fee balances on the license, to include late fees and fines. |
| AL -11. | | The OCA Licensing and Compliance Solution: Automatically expire license/certification. | System must have the ability to expire license/certification based on renewal date. |
| AL -12. | | The OCA Licensing and Compliance Solution: Allow holds on license records. | System must have the ability to place holds on licenses. |
| AL -13. | | The OCA Licensing and Compliance Solution: Allow for ticklers on license records. | System must be able to define ticklers for license records. |
| | <u>Compliance</u> | | |
| AC -1. | | The OCA Licensing and Compliance Solution: Record compliance hearings. | System must have the ability to keep track of hearings with outcomes. To include resolution (fees), date and notes. |
| AC -2. | | The OCA Licensing and Compliance Solution: Enter complaints in all program areas. | System must have the ability to enter and access all compliance complaints with their outcomes and information (file date, close date, respondent(s), contacts, disposition(s), etc.), across all program areas (reporters, firms, guardians, process servers, |

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| | | | interpreters). |
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| AC -3. | | The OCA Licensing and Compliance Solution: Access to all compliance records. | System must have the ability to access all compliance records from all programs based on user privileges. |
| AC -4. | | The OCA Licensing and Compliance Solution: Assign complaint numbers. | System must be able to assign sequential complaint numbers for all programs (reporters, firms, guardians, process servers, interpreters). |
| AC -5. | | The OCA Licensing and Compliance Solution: Allow for program module communication to each other. | System must be ability to add an alert/note to license or application when a complaint has been recorded. Compliance to be linked to license record. |
| AC -6. | | The OCA Licensing and Compliance Solution: Attach documents to complaint. | System must have the ability to attach and retrieve document attachments to complaint case. |
| AC -7. | | The OCA Licensing and Compliance Solution: Assign administrator to compliance module. | System must have the ability to assign an admin that adds/deletes accounts, assign security levels, and assigns /resets passwords. |
| AC -8. | | The OCA Licensing and Compliance Solution: Query complaints in all programs. | System must have the ability to search for complaints using complaint or respondent name, and/or complaint #. |
| AC -9. | | The OCA Licensing and Compliance Solution: Set security levels on complaint and hearings. | System must allow complaints and hearings to be marked public or private. |
| AC -10. | | The OCA Licensing and Compliance Solution: Allow complainant and respondent information per case. | System must be ability to enter and maintain complainant and respondent information with the case. |
| AC -11. | | The OCA Licensing and Compliance Solution: Allow multiple violations. | System must have the ability to enter multiple violations for each complaint case. |
| AC -12. | | The OCA Licensing and Compliance Solution: Allow multiple dispositions. | System must have the ability to enter a disposition for each violation on a single complaint and provide an overall disposition on the case. |
| AC -13. | | The OCA Licensing and Compliance Solution: Allow fees to be applied as compliance. | System must have the ability to apply and calculate fees accessed and/or paid for compliance on the compliance case. |
| AC -14. | | The OCA Licensing and Compliance Solution: Allow for compliance statuses. | System must be ability to record compliance status on a compliance case as it moves thorough completion. |

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| | <u>Continuing Education</u> | | |
| ACE -1. | | The OCA Licensing and Compliance Solution: Allow Continue education information to be entered. | System must be able to provide for a CE module that give the ability to enter and maintain continuing education information and courses. To include course, course #, CE hrs. and dates of completion. |
| ACE -2. | | The OCA Licensing and Compliance Solution: Allow for Continue Education auto populated fields. | System must be able to auto populate CE course name, date, and hours when CE course number is selected. |
| ACE -3. | | The OCA Licensing and Compliance Solution: Validate Continuing Education courses. | System must have the ability to verify CE course. To include a default message when CE course cannot be validated. |
| | <u>JBCC Review</u> | | |
| JBCC-1. | | The OCA Licensing and Compliance Solution: Enter the future date of a program review on an applicant. | System must have the ability to enter commission review hearing (date, participants, outcome) for an applicant, to also be viewed on the application. |
| | <u>Exams and Scores</u> | | |
| AEX -1. | | The OCA Licensing and Compliance Solution: Allow for exams. | System must have the ability to record and track exams with scores; which allows for tracking when the scores will expire and next eligible exam date. To include exam attempts, score, pass/ fail, exam date, exam form, and exam/test sequence. |
| AEX -2. | | The OCA Licensing and Compliance Solution: Allow various exam attempts. | System must have the ability to record if exam is a retake/ initial exam, endorsement, or reinforcement. |
| AEX -3. | | The OCA Licensing and Compliance Solution: Allow for exam form numbers. | System must have the ability to enter exam form numbers and/or exam # and exam results. |
| AEX -4. | | The OCA Licensing and Compliance Solution: Allow for exam sections as a single exam part. | System must be able to combine multiple exam sections to a single exam part for the purpose of scheduling and scoring. To include making exam Part A single exam of which multiple sections exist. Sections: Literacy (Lit), Jury Charge (JC), Question & Answer (QA). |
| AEX -5. | | The OCA Licensing and Compliance Solution: Allow for exam pass or fail results. | System must have the ability to enter either pass or fail to exam taken based on score calculations |

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| | | | established by each program area. Example: score 0 (zero) equal pass. |
| AEX -6. | | The OCA Licensing and Compliance Solution: Enter exam dates and rescheduled dates. | System must have the ability to enter and track future or past exam dates. |
| AEX -7. | | The OCA Licensing and Compliance Solution: Enter exam parts. | System must have the ability to enter exam parts, such as Part A or Part B. To include sections within an exam part. |
| AEX -8. | | The OCA Licensing and Compliance Solution: Access to exam scores. | System must be able to access exam scores from 2010 to present. |
| AEX -9. | | The OCA Licensing and Compliance Solution: Query prior exam history. | System must be able to search an applicant's exam history. To include exam course, exam part, exam date, exam score, pass/fail, and program area. |
| AEX -10. | | The OCA Licensing and Compliance Solution: Create exam roster. | System must be able to produce exam roster to include participant w/file #, exam date, and exam name/#. |
| AEX -11. | | The OCA Licensing and Compliance Solution: Assign/Unassign exam sitting. | System must be able to un/assign exam sitting and exam #s. To include applicants name, program area, and exam data. |
| Accounting | | | |
| ACT -1. | | The OCA Licensing and Compliance Solution: All financial transactions appear on license history. | System allow for financial transactions to be accessed in history within the license record. |
| ACT -2. | | The OCA Licensing and Compliance Solution: Allow audit of all transactions. | System must be able to provide audit of all financial transactions. To include record updates, deletes, fee transactions, and personal record information changes. |
| ACT -3. | | The OCA Licensing and Compliance Solution: Allow update/change transactions without permanent deletion. | System must have ability to apply correcting entries without permanently deleting previously recorded transaction and financial entries. |
| ACT -4. | | The OCA Licensing and Compliance Solution: Distribute payment as defined by the programs. | System must have the ability for system to assess and distribute payments as defined by each program's statue. To include distributing payments among multiple balances. |
| ACT -5. | | The OCA Licensing and Compliance Solution: System allow for payment transaction numbers. | System must have the ability to assign payment transaction numbers for all financial transactions. To be sequential |

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| | | | among all programs. |
| ACT -6. | | The OCA Licensing and Compliance Solution: System automatically assess balances based on application type. | System must have the ability to compute the fee balances based on the type of application entered or the fee type. |
| ACT -7. | | The OCA Licensing and Compliance Solution: System automatically assess balances based on violations. | System must have the ability to automatically create fee balances based on the violation(s) assigned on the complaint case. |
| ACT -8. | | The OCA Licensing and Compliance Solution: Allow flexible, user-defined and - maintained account structure. | System must allow user to define and maintain account structure that permits structure to change due to legislative changes. |
| ACT -9. | | The OCA Licensing and Compliance Solution: Record fees, other moneys collected, and related information. | System must have the ability to record fees collected, show payee, and fee code with dates. |
| ACT -10. | | The OCA Licensing and Compliance Solution: System can record and process refunds. | System must be able to record and reconcile refunds. |
| ACT -11. | | The OCA Licensing and Compliance Solution: Reconcile and balance all accounts. | System must be able to reconcile and balance all accounts in all program areas. |
| ACT -12. | | The OCA Licensing and Compliance Solution: System can calculate bonds. | System must be able to calculate and record bonds. |
| | <u>Cash Payments</u> | | |
| CSH -1. | | The OCA Licensing and Compliance Solution: Allow admin rights for payment overrides. | System must be able to allow an admin account to make adjusting entries to correct payments. |
| CSH -2. | | The OCA Licensing and Compliance Solution: Query daily cash deposits. | System must have the ability to search cash deposits using date range, deposit #, transaction type, and/or certification (lic) #. |
| CSH -3. | | The OCA Licensing and Compliance Solution: Allow fees to be assigned fee amounts | System must have the ability of staff to assign fee amounts to fee codes. |
| CSH -4. | | The OCA Licensing and Compliance Solution: Query cash transactions. | System must have the ability to search cash transaction using date range, receipt #, deposit #, transaction type, and/or certification (lic) #. |
| CSH -5. | | The OCA Licensing and Compliance Solution: Query accounts by users. | System must have the ability to search all accounting transactions by user. |
| CSH -6. | | The OCA Licensing and Compliance Solution: Maintain fees and fee amounts. | System must have the ability to enter and maintain fees and the fee amounts for all fee types in all programs (CSR, Firms, PSRB, GCB, |

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| | | | Interpreters). |
| CSH -7. | | The OCA Licensing and Compliance Solution: Accept multiple forms of payment types. | System must have the ability to accept payment with credit card, money order, certified check, and personal check. |

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| CSH -8. | | The OCA Licensing and Compliance Solution: Record fees for applications and certification. | System has the ability to assess fees for appropriate fee transactions. Such as fines, ID replacements, and late fees. |
| CSH -9. | | The OCA Licensing and Compliance Solution: Payments to be voided. | System must allow voided payments to be recorded on daily balances and reports. And reflected in balances totals. |
| CSH -10. | | The OCA Licensing and Compliance Solution: Enter cash payments for all fees assessed. | System must have the ability to enter cash payment amounts for all fees assessed in all programs. |
| CSH -11. | | The OCA Licensing and Compliance Solution: Payment across applications. | System must allow a single payment across all programs. |
| CSH -12. | | The OCA Licensing and Compliance Solution: Refund money across all fees collected and calculate balance. | System must refund money across all fees originally collected and re-calculate the balance. |
| CSH -13. | | The OCA Licensing and Compliance Solution: Process overpayments. | System must allow for overpayments on records. |
| CSH -14. | | The OCA Licensing and Compliance Solution: Generate receipts | System must print receipts include receipt #, lic/cert #, account number, amount paid, balance, date, payee and payor. |
| CSH -15. | | The OCA Licensing and Compliance Solution: Receipts numbers cannot be duplicated. | System must prohibit receipts from being duplicated in any program. |
| CSH -16. | | The OCA Licensing and Compliance Solution: Receipts must show various payment types for one payment balance. | System must allow receipts to record multiple forms of payments. (check and cash and/or credit card). |
| CSH -17. | | The OCA Licensing and Compliance Solution: Associate receipts with proper record or license/cert #. | System must allow receipts to display program type with the payment. To also include the license #. |
| CSH -18. | | The OCA Licensing and Compliance Solution: System must be able to make payments through the Texas.gov payment system. | System must be able to accept credit card payments through the state's pay service, currently Texas.gov. |
| <u>Reports and Reporting</u> | | | |
| RR -1. | | The OCA Licensing and Compliance Solution: Produce ad hoc reports. | System must have the ability to create reports as needed for license records. To include, active /inactive licenses, incomplete applications, financial transactions (e.g., fees, fines, and other receipts by date, type, person), and non-finance transactions. Additionally, must make all license data available for |

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| | | | report. With the ability to save the report for future use. |
| RR -2. | | The OCA Licensing and Compliance Solution: Produce reports based on date and time in the past. | System must have the ability to report on license data based on an "as of" a date in the past. Such as number or applications submitted as of a past date. |
| RR -3. | | The OCA Licensing and Compliance Solution: Program fee reports. | System must be able to create a fee report to include fees collected, fees assessed, fees outstanding, and fee payment dates, and totals. |
| RR -4. | | The OCA Licensing and Compliance Solution: Produce detailed and summary lists of financial transactions for specific licenses/certifications over specific periods. | System must be able to produce an accounting report for each license program based on a date or date range. To include outstanding balances and fees collected. |
| RR -5. | | The OCA Licensing and Compliance Solution: Produce a report showing no payments collected and fees waived. | System must be able to compile a report for non-payment of assessed fees and fee waivers for each program. To include information by date or date range. And must make all license data available for the report. |
| RR -6. | | The OCA Licensing and Compliance Solution: Produce separate a report showing all adjustments to accounts. | System must be able to show report for fee adjustments. To include date and staff. And additionally, must make all license data available for the report. |
| RR -7. | | The OCA Licensing and Compliance Solution: Produce receipts journal report. | System must be able to create receipt report. To include denotation for skipped receipts. |
| RR -8. | | The OCA Licensing and Compliance Solution: Report online and mail-in applicants. | System must be able to produce report to show when applicant renewed/applied online or whether the renewal/application was a mail-in. To include renewal date. And additionally, must make all license data available for the report. |
| RR -9. | | The OCA Licensing and Compliance Solution: Reconcile receipts over specific period for multiple users to calculate deposits. | System must be able to produce reconcile reports for each program. (CSR, Firms, GCB, PSRB, Interpreters) |
| RR -10. | | The OCA Licensing and Compliance Solution: Fee transaction report by user, with time date stamp. | System must have the ability to report fee transactions per user to include dates, program area, and transaction type. |

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| RR -11. | | The OCA Licensing and Compliance Solution: Produce financial reports for multiple programs. | System must provide financial reports to be produced across programs or by program area. |
| RR -12. | | The OCA Licensing and Compliance Solution: Produce compliance/complaint list. | System must have the ability to report compliance cases, to include complaint #, dates, violation(s), disposition(s), resolution(s), and note(s). |
| RR -13. | | The OCA Licensing and Compliance Solution: Produce renewal list. | System must have the ability to produce renewals reports based on date range and/or program, to include the renewal date, address, license/cert #, payment amount, expire date, program name, and date of payment. |
| RR -14. | | The OCA Licensing and Compliance Solution: Produce renewal list by renewal process. | System must have the ability to produce renewal report that shows if renewed online or by mail-in. Must be reported by date or date range. To include all license information. |
| RR -15. | | The OCA Licensing and Compliance Solution: Produce daily online exception report. | System must to able to produce report on incomplete attempted online renewals. To include the name, license/cert #, payment amount, program name, and date of payment, along with why the renewal was unsuccessful. |
| RR -16. | | The OCA Licensing and Compliance Solution: Produce license/certified report. | System must have the ability to produce real-time report to show all licensed individuals for a program, to include expiration date, name (f/l), license/cert #, etc. To be generated by date range. Additionally, must make all license data available for the report. |
| RR -17. | | The OCA Licensing and Compliance Solution: Produce list of exam scores. | System must have the ability to report exams scores, to include the score, exam name and #, participant name, file #, candidate #, score, and pass/fail result. Report can be based on exam type (part). |
| RR -18. | | The OCA Licensing and Compliance Solution: Produce list with criminal history. | System must have the ability to report all applicants with criminal history for a program, based on date range and/or program area. Additionally, must make all license data available for the report. |
| RR -19. | | The OCA Licensing and Compliance Solution: Produce list of continuing education courses. | System must have the ability to report list of continuing education courses by CE # or CE course |

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| | | | name. To also include participants name. |
| RR -20. | | The OCA Licensing and Compliance Solution: Produce list of continuing education courses taken. | System must have the ability to report list of applicants who have taken continuing educations courses to include participant's name, course taken w/program #, course provider, date taken and CE hrs. w/category, i.e., ethics, legislative update, disciplinary action, TX rules. |
| RR -21. | | The OCA Licensing and Compliance Solution: Produce list of continuing education hours not taken. | System must have the ability to report list of applicants in need of CE hours. To include license/cert expire date, program area(s), and contact information. |
| RR -22. | | The OCA Licensing and Compliance Solution: Produce list of non-eligible license renewals. | System must have the ability to report licenses not eligible for renewal due to student loan default or delinquent child support. Additionally, must make all license data available for the report. |
| RR -23. | | The OCA Licensing and Compliance Solution: Produce notices. | System must be able to generate reports/notices days out from a defined date. |
| RR -24. | | The OCA Licensing and Compliance Solution: Generate mail merge for notices. | System must be able to generate mail-merge data for reporting and circulation. System must auto generate electronic notices sent to emails on file. |
| <u>Security</u> | | | |
| SEC -1. | | The OCA Licensing and Compliance Solution: Provide audit trail that is time specified. | System must be able to provide audit trail data based on a date time criteria. |
| SEC -2. | | The OCA Licensing and Compliance Solution: Maintain and display audit trail of all modifications, user, deletions, entries, and dates. | System must have the ability to maintain and display an audit trail for all transactions within the system to include modifications and deletions. |
| SEC -3. | | The OCA Licensing and Compliance Solution: Provide for setup of multiple security levels. | System allows for multiple security levels that are tiered in privileges. |
| SEC -4. | | The OCA Licensing and Compliance Solution: Individual user security level assigned by functional responsibilities. | System allows for some functions to have security levels based the user's responsibilities. |
| SEC -5. | | The OCA Licensing and Compliance Solution: Each user has unique password. | System must prevent shared passwords. |
| SEC -6. | | The OCA Licensing and Compliance Solution: Provide | System must allow password override by admin authorization, |

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| | | password overrides by authorized security level. | and allow users to reset their password. |
| SEC -7. | | The OCA Licensing and Compliance Solution: Provide appropriate security and authorization for all accounting functions. | System must all allow for security levels with appropriate privileges. |
| SEC -8. | | The OCA Licensing and Compliance Solution: User and time date all adjustments on accounts. | System must allow all transactions within the system to have user audit details. |
| <u>Interfaces with other entities</u> | | | |
| INT -1. | | The OCA Licensing and Compliance Solution: Texas.gov | System must be able to allow Texas.gov to pull from server; and allow upload files into the system. |
| INT -2. | | The OCA Licensing and Compliance Solution: Keep real-time list of current licensed/certified participants. | System must be able to connect to the web to produce real-time data onto the website. To include a list of current licensed/certified program participants. |
| <u>Reminders / Tickler</u> | | | |
| RT -1. | | The OCA Licensing and Compliance Solution: Generate alert when displaying licenses that are expired. | System must be ability to alert when a license is past renewal date. |
| RT -2. | | The OCA Licensing and Compliance Solution: Generate alert when application is expired. | System must have the ability to alert when an application is more than one year old. |
| RT -3. | | The OCA Licensing and Compliance Solution: Generate alert when displaying licenses that are have holds. | System must have the ability to place hold and alert CE or TGSL default holds on licenses. |
| RT -4. | | The OCA Licensing and Compliance Solution: Show alert when record has notes. | System must be able to visibly alert when notes have been added to record. To be include on every window where notes can be applied. |
| RT -5. | | The OCA Licensing and Compliance Solution: Show alert on records that are confidential. | System must have the ability to see alerts when record is confidential. To be included on every window where confidentiality can be notated. |
| RT -6. | | The OCA Licensing and Compliance Solution: Generate alert when displaying licenses that have complaints attached. | System must have the ability to visibly alert when complaint is filed or pending against licensee. |

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| RT -7. | | The OCA Licensing and Compliance Solution: Generate alert when displaying licenses that have complaints that are nearing or past compliance due date. | System must have the ability to visibly alert when license has a compliance requirement coming due or past due. |
| RT -8. | | The OCA Licensing and Compliance Solution: Generate alert when a tickler is due. | System must have the ability to alert when a tickler is due. |

2.2.1 Automation and Integration

All functions of the proposed system, whether provided in a single software product or components from multiple vendors, must be fully integrated and operate as if they are one system. Systems supporting licensing functions, case management functions, financial management functions, content management, etc. are to be fully integrated. For example, all duplicate data entry should be eliminated; an update to a table, screen or form should be available to all related components and subcomponents within the system architecture. Where an entry should appear in two or more fields, all fields for that entry should populate automatically.

2.2.2 Availability

If hosted off-site (not on OCA servers), Respondent must guarantee a 99.9% monthly average of scheduled availability for each of the application components listed. The proposed system must also be able to scale based on the system load.

The system must have high availability for daily operations, including a fault-tolerant architecture to protect against catastrophic failures. In the event of a system failure, the system should have the capability to recover quickly, minimize loss of data and limit impact on operations.

The Respondent must provide information not already covered that relates to the following topics, including recovery time objectives, both from a system-wide perspective as an information technology professional and from the perspective of an end-user (internal or external):

1. Fault Tolerance
2. Fail-Over
3. Hot Backups
4. Disaster Recovery
5. Point-in-Time Recovery
6. Version Rollback

2.2.3 Work-Flow

The Respondent must provide the ability to automate role-based work-flows from configurable business rules with multiple parameters. This includes distributing data to other process, email, queues, views, data sources and external applications.

2.2.4 Other Tools

The Respondent must describe any additional tools or modules that will be included in the system but are not contemplated in the requirements listed above.

2.3 System Security Requirements

Any proposed system must be in compliance with the controls in the Department of Information Resources (DIR) Control Standards Catalog (available at <http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/Security%20Control%20Standards%20Catalog.pdf>). If for any reason, the proposed system is not or cannot be in compliance with a control listed in the Control Standards Catalog, the Offeror must note which control(s) cannot be met and why.

2.4 Implementation Requirements

The Selected Respondent must work with OCA to establish a standard implementation of the system. In addition, the Respondent will work with OCA to create an implementation schedule that provides for all programs to be live within 90 days of the first program go-live date. The Respondent should consider that internal and external users may have little to no technical expertise. The selected respondent must provide an administrative user manual.

2.5 Test Environment

The Selected Respondent must work with OCA to implement a test environment of the system. The environment must be used to test and replicate all functions of the system prior to going live. This includes moving all programs and records to the test environment. The test environment must stay up and functioning at least 60 days after go-live.

2.6 Training Requirements

The Selected Respondent must provide training for end-users. The training should be sufficient to guide users with little or no technical experience and aid internal users in assisting external users. Additionally, Respondent may have to travel to on-site premises to do live training. Computer Base Training (CBT) and webinars should be included as an option in the Respondent's training plan. OCA and the Respondent will conduct a train-the-trainer for the purpose of knowledge transfer. Selected respondent must provide a training manual.

2.7 Support Requirements

The Selected Respondent must provide customer support to all categories of end-users from 7am to 7pm, CST. Customer support needs may peak at times during license renewal deadlines. The Respondent shall provide a written proposal for on-going technical and maintenance support of the product; to include scheduled and prior notification of outages and outages displayed on website prior to such system outage. Respondent shall provide information on the number of quarterly and/or annually updates to the system. For hosted system, respondent must provide cloud backup with the ability to back up the system to on-site location.

2.7.1 For Hosted System

The proposal shall discuss Help Desk support and problem resolution including:

- Access method(s) (such as a 1.800 number, Internet chat, email) and for holidays
- Help menu on all application windows to provide self-help for the active window
- Problem logging and tracking mechanism
- Documentation of problem history and resolution
- SLA for all issue resolutions
- Penalty schedule in the event that the SLA is not met
- Application and distribution process for system fixes
- Escalation process for unresolved reported or identified issues

- How any third party software incorporated as part of the system shall be supported
- Availability to act as the single point of contact (if multiple vendors are used)
- Availability of user discussion groups
- Availability of a user knowledge base or FAQ for routine support issues
- Availability of newsletters

2.7.2 On-Site System

The proposal shall discuss Help Desk support and problem resolution including:

- Access method(s) (such as a 1.800 number, Internet chat, email) and for holidays
- Help menu on all application windows to provide self-help for the active window
- Problem logging and tracking mechanism
- Documentation of problem history and resolution
- SLA for all issue resolutions
- Penalty schedule in the event that the SLA is not met
- Application and distribution process for system fixes
- Escalation process for unresolved reported or identified issues
- How any third party software incorporated as part of the system shall be supported
- Availability to act as the single point of contact (if multiple vendors are used)
- Availability of user discussion groups
- Availability of a user knowledge base or FAQ for routine support issues.
- Availability of newsletters

The Respondent must describe how it shall provide warranty services for the system covering the full term of the Contract. The Respondent must include in its Response a description of standard warranty policies for all applicable product(s), any relationships with third-party maintainers, any warranty management and reporting services, and any other information that is appropriate and necessary for a full and complete description of the warranty coverage.

2.8 Contract Deliverables and Acceptance

Each of the items listed below shall be a separate contract deliverable. Following the completion of each deliverable, OCA acceptance is subject to acceptance testing or review to determine whether the work meets the specification requirements provided in this Section. OCA reserves the right in its sole discretion to waive all or part of any of the acceptance testing or review requirements in this Section.

The terms “OCA acceptance” and “acceptance by OCA” mean OCA has determined the services or work and any product or materials used or developed on each phase are satisfactory to OCA, as determined by OCA, following user testing and review. OCA will indicate acceptance in writing upon OCA’s determination that the services or work and materials are satisfactory. Acceptance by OCA shall not foreclose or diminish OCA’s right to demand strict compliance with the Contract if defects in the system or deviations from the requirements of the Contract are discovered following acceptance.

- **Deliverable 1 – Project Kickoff Presentation**

A presentation within 30 days after effective date of the contract to introduce contractor to project team members and familiarize them with the project. The presentation is to include the following topics:

- Project Overview
- Description of Project Development/Programming
- Project Schedule
- Objectives and Definitions
- Process
- Deliverables
- Roles and Responsibilities
- Questions and Answers

Presentation materials must be provided to OCA at least 10 working days before the presentation for review and revisions, if necessary.

- **Deliverable 2 Design Development/Programming**

Acceptance Criteria – One or more programming meetings with OCA personnel regarding JBCC and OCA operations and end-user interaction regarding JBCC operations, procedures and desired outcome of the project. Deliverable is complete when OCA determines that the Hardware/Software/Hosting meets the RFP Statement of Work requirements and desired outcomes in accord with OCA and JBCC operations and procedures and the Hardware/Software/Hosting is ready for implementation of system configuration requirements consistent with direction provided.

- **Deliverable 3 Written Project Work Plan**

A document that details the work plan for the project that meets the acceptance criteria. The schedule must be submitted in both PDF and MPP file types.

Acceptance Criteria – Submitted for approval within 10 days after completion of the Project Kickoff Presentation.

At a minimum, the Work Plan must include:

- A detailed schedule for project tasks, deliverables, and training
- A logical sequence of tasks supporting each deliverable
- A specific target completion date for each task and deliverable
- Description of task deliverable relationships and dependencies to identify potential impacts on project schedule
- Any known project risks and risk mitigation strategies
- Weekly written status reports on project progress and adherence to schedule/budget

Deliverable 4 – Installation/Configuration of the Test Environment

All hardware and software needed to run the system in a test mode installed and properly configured.

Acceptance Criteria –

- Any required server instances needed such as file servers, web servers, and database servers have been created. Administrator level credentials to servers granted to OCA.
- Any DNS entries needed have been created and configured for the test environment to be accessible from OCA.
- OCA Testing Staff have been trained on the system.

- Any software needed has been installed and configured for the test environment
 - OCA Testing Staff can confirm that the system is running successfully in the test environment.
 - Any code, scripts, or configuration files are stored appropriately in OCA source control
 - The connection to the test Texas.gov payment gateway is configured and verified complete by OCA.
- **Deliverable 5 – Installation/Configuration of the Production Environment**
All hardware and software needed to run the system in a production mode installed and properly configured.

Acceptance Criteria - Same as Deliverable 3, but for the production environment instead of the test environment.

- **Deliverable 6 – Data Conversion from Existing System (Payable once per program converted)**
Data identified, converted and verified accurate on the new system. This deliverable can be split per program.

Acceptance Criteria (per program if deliverable is split)

- Data crosswalk from the existing system to the new system is reviewed and approved by OCA.
 - Data is converted from the existing system to the test environment of the new system.
 - All scripts used to convert the data are stored in OCA source control.
 - OCA verifies that the record counts in the test environment of the new system are accurate.
 - OCA performs a spot check of records and finds no anomalies.
 - OCA performs a regression test on the test system with converted data in it and can verify a successful test.
- **Deliverable 7 – Program Go-Live on New System (Payable once per program)**
The program is officially in production on the new system and the old system is in read-only mode, ready for decommissioning. This deliverable can be split per program.

Acceptance Criteria

- JBCC staff is trained on the use of the new system.
 - All JBCC staff can perform all requirements listed earlier
 - Website is available to licensees to report current status and to take payments as according to requirements listed.
 - Final spot check performed by OCA and no anomalies are found.
- **Deliverable 8 – Project Close-out**
Once all programs are in production, all documentation, staff training and other end-of-project activities have been completed.

Acceptance Criteria

- All documentation has been received and reviewed by OCA
- Knowledge transfer has been conducted with OCA IS staff to enable future support and maintenance of the system.
- System has been in production for 30 consecutive business days with no unresolved defects.

- **Deliverable 9 – Support/Maintenance (Ongoing Quarterly Cost)**

Acceptance Criteria – once OCA confirms it has received adequate maintenance and support after project closeout. Support/Maintenance must include an outline of the Respondent's and OCA responsibilities. Upon receipt of an invoice for ongoing support/maintenance, OCA will:

- Review the production environment to ensure that all appropriate software updates have been applied (if hosted outside of the OCA environment)
- All SLAs have been met for the period identified on the invoice. In the event SLAs are not met during the period, OCA will charge a penalty equal to the amount identified in the penalty schedule that is responsive to Section 2.7

Section 3. Historically Underutilized Business (HUB) Participation

In accordance with Texas Government Code §2161.252, an Offer that does not contain a HUB Subcontracting Plan (HSP) is considered to be non-responsive and will be rejected without further evaluation. In addition, if OCA determines that the HSP was not developed in good faith, it will reject the Offer for failing to comply with material RFP specifications.

The HSP form is attached to this RFP as exhibit D. The form and related documents can be found on the Texas Comptroller of Public Accounts (CPA) website at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

3.1 Introduction

OCA is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. OCA encourages the use of Historically Underutilized Businesses (HUBs) by race, ethnic, and gender classification. In its strategic plan, OCA has committed to make a good faith effort to meet or exceed statewide HUB goals.

Pursuant to Texas Government Code §2161.181 and §2161.182, Texas Administrative Code (TAC) Title 34, Part 1, Chapter 20, Subchapter B, §20.13 and OCA's strategic plan, OCA is required to make a good faith effort to increase HUB participation in its contracts. OCA's goal is to increase HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

OCA has adopted the CPA HUB rules as its own. The CPA rules are located in TAC Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between OCA administrative rules and this RFP, the rules shall take priority.

3.2 HUB Participation Goals

The CPA has established statewide HUB participation goals for different categories of contracts identified in TAC Title 34 , Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the statewide annual HUB utilization goals, OCA encourages outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs for subcontracting in the procurement process.

This contract is classified as a “**Commodities Contract**” procurement under the CPA’s rules. The statewide annual HUB utilization goal for “All Other Services Contracts” is **21.1 percent** per fiscal year. OCA has determined that the goal for this contract is 21.1 percent.

3.3 Required HUB Subcontracting Plan

In accordance with Texas Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of \$100,000 or more over the life of the contract (including any renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether HUB subcontracting opportunities are probable under the contract.

In accordance with TAC Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14(a)(1)(C), of the HUB Rule, state agencies may determine that subcontracting is probable for only a subset of the work expected to be performed or the funds to be expended under the contract.

OCA has determined that HUB subcontracting opportunities are probable for this RFP. (See Section 3.5) As a result, Respondent must submit an HSP. The HSP is required whether Respondent intends to subcontract or not.

In the HSP, Respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt Respondent from completing the HSP requirement.

OCA shall review the documentation submitted by Respondent to determine if a good faith effort has been established in accordance with the solicitation and HSP requirements. During the good faith effort evaluation, OCA may, at its discretion, allow revisions necessary to clarify and enhance information submitted with the original HSP.

If OCA determines Respondent’s HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be documented in the procurement file.

3.4 CPA Centralized Master Bidders List

Respondent may search for HUB subcontractors in the CPA Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA website at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>.

3.5 Potential Subcontracting Opportunities

For this procurement, OCA has identified the following class and item codes for potential subcontracting opportunities.

National Institute of Governmental Purchasing (NIGP) Class/Item Code:

- Class 204 – Item 29* Data/File Security Hardware/Software, to Include Encryption
- Class 204 – Item 47* Integrated Hardware-Software I.T. Solution (Microcomputer)
- Class 204 – Item 64* Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.
- Class 204 – Item 91* Servers, Microcomputer (Application, Database, File, Mail, Network, Web, etc.)
- Class 208 – Item 37* Database Software
- Class 208 – Item 53* Integrated Software
- Class 915 – Item 05 Low Volume, Telephone Call Answering Services
- Class 915 – Item 28* Electronic Information and Mailing Services
- Class 915 – Item 44* Fulfillment (Includes Data Processing, Packaging, Labeling and Mailing of Literature as a Package)
- Class 918 – Item 28* Computer Hardware Consulting
- Class 918 – Item 29* Computer Software Consulting
- Class 918 – Item 30* Computer Network Consulting
- Class 918 – Item 38 Education and Training Consulting
- Class 918 – Item 75 Management Consulting
- Class 920 – Item 18 Electronic Forms Services
- Class 920 – Item 21* Data Entry Services
- Class 920 – Item 28* Emergency Back-up Services and Facilities for Data Processing
- Class 920 – Item 31* Installation of Computers, Peripherals, and Related Equipment (Including Software)
- Class 920 – Item 39* Processing System Services, Data (Not Otherwise Classified)
- Class 920 – Item 45* Software Maintenance/Support
- Class 920 – Item 64* System Implementation and Engineering Services
- Class 920 – Item 91* Training, Computer Based (Software Supported)

* - This item may contain an Automated Information Systems (AIS)/Telecommunications component or service.

Respondent is not required to use, nor limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the Respondent should identify the NIGP class/item codes for all services proposed in the HSP. A list of all NIGP class/item codes is available at http://www.window.state.tx.us/procurement/com_book/

OCA does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA CMBL. The list of certified HUBs is subject to change, so the Respondent is encouraged to refer to the CMBL often to find the most current listing of HUBs.

3.6 HUB Subcontracting Procedures – If an Respondent Intends to Subcontract

An HSP must demonstrate that the Respondent made a good faith effort to comply with OCA HUB policies and procedures. The following subparts outline the items that OCA will review in determining whether an HSP meets the good faith effort standard.

3.6.1 Identify Subcontracting Areas and Divide into Reasonable Lots

Respondent should first identify each area of the contract work it intends to subcontract. Then, to

maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

3.6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that Respondent made a good faith effort to subcontract with HUBs. Respondent's good faith efforts shall be shown through utilization of one or more methods identified below in conformance with the development and submission of the HSP.

3.6.2.1 Method 1: Respondent Intends to Subcontract with only HUBs

The Respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms **100 percent** of all available subcontracting opportunities will be performed by one or more HUBs.

3.6.2.2 Method 2: Respondent Intends to Subcontract with HUB Protégé(s)

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program (see <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/> for more information), submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in Section B-1 of the HUB Subcontracting Plan (HSP), constitutes a good faith effort to subcontract with a Texas certified HUB toward that specific portion of work. Respondent must identify in the HSP the HUB protégé(s) that will be utilized and should:

1. Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to OCA; and
2. Identify areas of the HSP that will be performed by the protégé.

OCA will accept a Mentor Protégé Agreement that has been entered into by Respondent (mentor) and a certified HUB (protégé) in accordance with Texas Government Code §2161.065. When a Respondent proposes to subcontract with a protégé(s), it does not need to provide notice to three HUB vendors for that subcontracted area.

3.6.2.3 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal)

Respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that have an existing contract with Respondent for five years or less may be used to comply with the good faith effort requirements.

Respondents may also use non-HUB subcontractors once the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation.

3.6.2.4 Method 4: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal)

The Respondent must identify in the HSP and submit documentation regarding the following requirements:

- Written notification to minority or women business trade organizations and development centers

to assist in identifying potential HUBs of the subcontracting opportunities the Respondent intends to subcontract.

Respondent must give notice to minority or women business trade organizations and development centers at least seven working days prior to deadline for submission of Responses for dissemination of the subcontracting opportunities to their members. A list of minority and women trade organizations is located on the CPA website under the Minority and Women Organizations at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/> .

- Written notification to at least three HUB businesses of the subcontracting opportunities that Respondent intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting offers and must include:
 - a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Respondent.

Respondent must give potential HUB subcontractors a reasonable amount of time, at least thirty working days prior to the submission of the Respondent's HSP to respond to the notice.

Respondent must also use the CMBL, Mentor Protégé list, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups; local, state and federal business assistance offices; and other organizations that provide assistance in identifying qualified applicants for the HUB program.

3.6.3 Written Justification of the Selection Process

OCA will determine if a good faith effort was made by Respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to Respondent's good faith efforts in developing and submission of the HSP. OCA may require Respondent to submit additional documentation explaining how Respondent made a good faith effort in accordance with the solicitation.

Respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that Respondent negotiated in good faith with qualified HUB bidders, and did not reject qualified HUBs who were the best value responsive bidders.

3.7 Method 5: HUB Subcontracting Procedures – If a Respondent Does Not Intend to Subcontract

If Respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP. Respondent must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 3.5. In addition, Respondent must identify the sections of the response that describe how it will complete the Statement of Work using its own resources or otherwise describe in writing the means and methods it will use to complete the

Statement of Work using its own resources. Respondent must agree to comply with the following, if requested by OCA:

- Provide evidence of sufficient Respondent staffing to meet the RFP requirements;
- Provide monthly payroll records showing Respondent staff fully dedicated to the contract;
- Allow OCA to conduct an on-site review of company headquarters or work site where services are to be performed; and
- Provide documentation proving employment of qualified personnel holding the necessary credentials to perform the Statement of Work.

3.8 Post-award HSP Requirements

The HSP will be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the Successful Respondent. After contract award, OCA will coordinate a post-award meeting with the Successful Respondent (Contractor) to discuss HSP reporting requirements. Contractor must maintain business records documenting compliance with the HSP and must submit monthly reports to OCA by completing the HUB “Prime Contractor Progress Assessment Report” (available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>). This monthly report is required, as a condition for payment, to report to OCA the identity and the amount paid to all subcontractors.

As a condition of award, Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the OCA Contract Manager and/or HUB Program Office within 10 days after the contract award.

During the term of the contract, if the parties to the contract amend the contract to include a change to the Statement of Work, OCA will evaluate to determine the probability of additional subcontracting opportunities. When applicable, Contractor must submit an HSP change request for OCA review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, Contractor will obtain prior written approval from OCA before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of an HSP.

If Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in this Section (e.g., divide work into reasonable lots, notify at least three vendors per subcontracted area, provide written justification of the selection process, or participate in the Mentor Protégé Program). For this reason, OCA encourages Respondent to identify, as part of its HSP, multiple subcontractors who are able to perform the work in each area Respondent plans to subcontract. Selecting additional subcontractors may help Contractor to make changes to its original HSP, when needed, and will allow OCA to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements may constitute a breach of contract, and will be subject to remedial actions. OCA may also report noncompliance to the CPA in accordance with the vendor performance (34 T.A.C. §20.108) and debarment program (34 T.A.C. §20.105).

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Section 4. Offer Instructions/Requirements

4.1 Schedule of Events

The following is the schedule for this RFP:

| EVENT | DATE | TIME |
|--------------------------------------|------------------|-----------|
| Issue RFP | 4/21/2016 | n/a |
| Respondent's Conference | 5/19/2016 | 1:00 p.m. |
| Deadline for Submission of Questions | 5/29/2016 | 3:00 p.m. |
| Deadline for Submission of Offers | 6/13/2016 | 3:00 p.m. |
| Offer Opening | 6/13/2016 | 3:30 p.m. |
| | | |
| Product Demonstrations, if requested | June/July 2016 | various |
| Expected Award of Contract | July/August 2016 | n/a |

4.2 Revisions to Schedule

OCA reserves the right to change the dates in the Schedule of Events. Changes to Respondent's Conference, Deadline for Submission of Questions, Answers to Submitted Questions Posted, Deadline for Submission of Offers, and Offer Opening will be provided by posting an Addendum on OCA's Procurements Web page at <http://www.txcourts.gov/oca/contracting-procurements.aspx> and on the Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us>.

4.3 Respondent's Conference

OCA will host a Respondent's conference for potential Respondents 5/19/2016 at 1:00 P.M. Central Time. The location of the Respondent's conference is at the Office of Court Administration, Tom C. Clark Building, 205 W. 14th Street, Judicial Branch Conference Room – First Floor, Austin, Texas 78701.

4.4 Best Response and Exceptions

Respondent is encouraged to provide its best response to the specifications, terms and conditions contained herein. Any exceptions to these specifications, terms and conditions must be explicitly set forth in the Response under a separate section entitled "Exceptions." At OCA's sole discretion, such exceptions may result in this solicitation not being awarded to a Respondent.

4.5 Offer Requirements

(a) **Costs.** Respondents are responsible for all costs of Response preparation.

(b) **No copyrights.** OCA will not consider any Offer that bears a copyright.

- (c) **Nondisclosure; Public Access to Records.** Following the award of a Contract, responses to this RFP are subject to release under Rule 12 of the Rules of Judicial Administration unless the response or specific parts of the response can be shown to be exempt under Rule 12. All Respondents are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or other proprietary information. OCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondent.

If a Respondent believes that any portion of the Response is confidential, then Respondent must so specify. Respondent must indicate the specific part or page of the Response which Respondent believes to be confidential. In the event OCA receives a request for portions of a Response marked as confidential, OCA will notify Respondent whose offer is the subject of the request so Respondent may provide any authority for withholding the information.

- (d) **Format.** Respondents shall submit one electronic copy of the Response. The electronic copy must be formatted as searchable PDF files and stored on a standard USB drive, CD, or DVD. The electronic copy may not contain audio or video or use embedded fonts. Submission pages must be numbered and contain an organized, paginated table of contents.
- (e) **Requirements Submission.** Listed below is a summary of information required to be included in a Response responding to this RFP. The sections in the Requirements Submission should be numbered, titled, and ordered as shown below. OCA reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

1. **Respondent Information.** Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent's primary contact.

2. **High Level Project Plan.** Include a project plan that outlines a timeline for the deliverables outlined in Section 2.9. The JBCC License and Compliance System with system configurations must be completed no later than June 1, 2017. The plan should include the speed the deliverables can be moved to production.

3. **Product Compliance.** Address how the Respondent's proposed system meets or exceeds the requirements outlined in Section 2 of this RFP. This section of the Offer must contain the same headings in the same order as shown in Section 2 of this RFP. The Respondent should also note any requirements in Section 2 that Respondent's provided system is unable to meet.

4. **Experience and Qualifications.** Complete and provide the Respondent Questionnaire included as Exhibit C in this RFP. The questionnaire solicits information about Respondent's contacts, references, previous contract terminations, experience, and personnel (including employees and subcontractors).

5. **Financial Solvency and Insurance Information.** Include Respondent's most recent annual financial report or year-end financial statements, and proof of liability insurance and workers compensation coverage.

6. **Statement of Objectivity.** It is the policy of the State of Texas that a state officer or state employee may not have a direct or indirect interest, including financial and other interests, or engage in a business transaction or professional activity, or incur any obligation of any nature that is in substantial conflict with the proper discharge of the officer's or employee's duties in the public interest. Respondent must include a statement that Respondent has no actual or potential conflicts of interest in providing services under the Contract and that Respondent's provision of services under the Contract would not reasonably create an appearance of impropriety. OCA may conditionally accept an offer without this statement, but may not award a contract without it.
7. **Historically Underutilized Businesses (HUB) Subcontracting Plan (HSP).** As mentioned in Section 3, a completed HSP (attached to this RFP as Exhibit D) must be submitted to OCA prior to submission of a Response to the RFP. Failure to submit a completed HSP will result in rejection of the Response.
8. **Execution of Offer.** OCA will reject Responses without an Execution of Offer (included as Exhibit B to this RFP) signed by a person with authority to bind the Respondent to a contract.
9. **License/Use Agreements.** If the Respondent is offering commercially licensed software, the Respondent must describe the licensing arrangement it will require for the implementation of the system. The Offer must also include all terms and conditions of any licenses or user agreements Respondent will require OCA to execute prior to use of the system.
- (f) **Pricing Submission.** The Pricing Submission (Exhibit A) must be fully completed and submitted separately from the Requirements Submission. No price information may be included in any other portion of the Response. The sections in the Pricing Submission should be numbered, titled, and ordered as shown in Exhibit A.

The Pricing Submission must be clearly marked with the title: "Requisition 212-6-0611 PRICING SUBMISSION for Licensing and Compliance System." **Pricing Submissions must be irrevocable through November30, 2016.**

4.6 Inquiries

Any inquiries shall be submitted in writing to Jeannette McGowan, at jmcgowan@txcourts.gov by 5/29/2016 at 3:00 p.m. Central Time, as specified in Section 4.1 above.

OCA will post written responses to inquiries on its Procurements Web page at <http://www.txcourts.gov/oca/contracting-procurements.aspx> and the ESBD (Electronic State Business Daily at <http://esbd.cpa.state.tx.us/>.

It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a Response. The Respondent's failure to periodically check the ESBD will in no way release the Selected Respondent from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of OCA will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to

this RFP.

4.7 Response Submission

All Responses shall be received at OCA prior to 6/13/2016 by 3:00 p.m. Central Time, as specified in the Schedule of Events in Section 4.1. Respondent should obtain a time-stamp on Responses received on the deadline date. OCA will reject late submittals.

Responses must be placed in a separate envelope or package and be clearly marked “**Requisition #212-6-0611**” and “**Attention Veronica M. Strong, CTPM.**” It is Respondent’s responsibility to appropriately mark and deliver the Response to OCA by the specified date. Telephone, facsimile, or e-mail Offers will not be accepted.

4.8 Delivery of Responses

Responses shall be submitted to OCA by one of the following methods:

| U.S. Postal Service | Overnight/Express Mail | Hand Delivery |
|---|---|---|
| Office of Court Administration Attn: Veronica M. Strong, CTPM PO Box 12066 Austin, TX 78711-2066 | Office of Court Administration Attn: Veronica M. Strong, CTPM 205 W. 14 th Street, Suite 600 Austin, TX 78701 | Office of Court Administration Attn: Veronica M. Strong, CTPM 205 W. 14 th Street, Suite 600 Austin, TX 78701 Hours: 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except State of Texas holidays |

4.9 Response Opening

Responses will be opened at the Office of Court Administration, Tom C. Clark Building, 6th Floor, 205 W. 14th Street, Austin, Texas. All submitted Responses become the property of OCA after submission. Submitted Responses shall constitute an offer to contract subject to acceptance by OCA.

4.10 Response Evaluation and Award

OCA will award a contract to a Respondent whose offer is considered to provide the best value to the State of Texas as defined by Texas Government Code, Section 2157.003. Best value will be determined by applying the following criteria and assigned weighted values:

| Category | Percentage |
|--|-------------------|
| Functional/Technology Requirements Match | 45% |
| Company Qualifications and References | 20% |
| Usage of HUB Subcontracting | 20% |
| Pricing | 15% |

At its discretion, OCA may request oral presentations, site visits, and/or demonstrations from a Respondent admitted to the field of competition. OCA will notify Respondent of the time and location for these activities, and may supply agendas or topics for discussion. OCA reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written Response.

Respondent's oral presentation, site visit, and/or demonstration must substantially represent material included in the written Response, and should not introduce new concepts or offers unless specifically requested by OCA.

An evaluation committee will determine whether Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. A request for a Best and Final Offer is at the sole discretion of OCA and will be extended in writing.

In evaluating Responses to determine the best value for the State, OCA may consider information related to past contract performance of an Respondent, including, but not limited to, the Comptroller of Public Account's Vendor Performance Tracking System (available at http://www.window.state.tx.us/procurement/prog/vendor_perFPmance/).

4.11 Reservation of Rights

OCA reserves the right to reject any and all responses, or to re-solicit or cancel this RFP, if such action is deemed in the best interest of the State of Texas and OCA.

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Section 5. General Terms and Conditions

5.1 Offer and Acceptance

A Response submitted in response to this RFP is an Offer to contract based upon the terms, conditions, and specifications contained herein. The Offer is accepted by OCA and becomes a contract when a purchase order is executed. The Selected Respondent shall be referred to as the Contractor.

5.2 Contract Documents

The contract documents will consist of the following:

- (a) The executed purchase order;
- (b) Any written Addenda or Amendments;
- (c) The RFP, including the General Terms and Conditions;
- (d) Any Best and Final Offer (BAFO) submitted by the Contractor; and
- (e) The Response to the RFP (including attachments, appendices, submitted questions and answers, and exhibits).

The contract documents are incorporated in the Contract for all purposes and contain the entire agreement between the Contractor and OCA. In the event of a conflict between the documents listed in this paragraph, the documents will control in the order of precedence listed above beginning with (a), then (b), then (c), then (d), then (e). In the event and to the extent any provisions in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions supersede the earlier provisions. Any modification, alteration, or waiver of any term, covenant, or condition of the Contract and any attachments shall be in writing and executed by OCA and the Contractor.

5.3 Invoice Requirements and Payments

5.3.1 Invoices.

Payment will be made after receipt of a quarterly invoice listing the deliverables that have been completed and accepted by OCA as provided in this RFP. Each invoice presented must include the OCA's Purchase Order number and vendor identification number. Invoices must be submitted by U. S. mail to:

Office of Court Administration
P.O. Box 12066
Austin, TX 78711-2066

Or via fax to:

Office of Court Administration at:
(512) 463-1648

Selected Respondent agrees to attach as a part of the invoice such supporting information as the OCA from time to time may require.

5.3.2 Payments.

OCA shall not be liable for any performances rendered or obligations incurred on behalf of OCA by Selected Respondent before execution of a Purchase Order pursuant to this RFP. Payments are subject to the provisions of Chapter 2251 of the Texas Government Code. In the event of any disputes with regard to a portion of an invoice, OCA may pay the undisputed portion as provided herein.

OCA shall retain 10% of each payment for each Deliverable until final acceptance of the Licensing and Compliance System and written acknowledgement by OCA of its satisfactory operation.

5.4 OCA's Duties, Responsibilities, Obligations and Liabilities

OCA's duties, responsibilities, obligations and liabilities are subject to adequate legislative appropriations. The OCA may terminate this Contract due to inadequate appropriations. A termination for inadequate appropriations shall be considered a termination for convenience except that OCA will provide written notice to Contractor as soon as possible after the OCA determines that the agency funding is inadequate.

Under no circumstances, shall any Purchase Order, Contract or any provision therein be construed to extend the duties, responsibilities, obligations or liabilities of the State of Texas or OCA beyond the then-existing biennium. Under no circumstances shall any Contractor form contract or document modify any term, condition or provision of any contract award made as a result of this RFP. Any Contractor form that purports to change or modify a term, condition or provision of any contract award shall be void.

All obligations of OCA are subject to the availability of legislative appropriations. OCA will not be in default for nonpayment under this Contract if such appropriated funds are not available to OCA for payment of the OCA's obligations under this contract. In such event OCA will promptly notify Contractor, and the Contract shall terminate simultaneous with the termination of appropriated funds. Upon termination of the Contract OCA will discontinue payment hereunder.

5.5 Standards of Services

Contractor shall provide all of the above services and all reasonably related services in accordance with applicable professional standards of a Contractor providing systems development and related services. Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to performance in the manner required by this Contract.

5.6 Project Manager

OCA will designate a Project Manager to serve as the point of contact between OCA and Contractor. OCA's Project Manager shall supervise OCA's review of Contractor's technical work, deliverables, draft reports, final reports, schedules, financial budget administration and similar matters. The Project Manager has no express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms or conditions of the Contract.

5.7 Personnel

5.7.1 Key Personnel

Contractor shall assign only qualified personnel to this Contract. Before execution of the purchase order, OCA's Contract Manager shall authorize the key personnel designated in the Response to provide services under this Contract. Contractor may substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to

accomplish the tasks and services required, but any substituted personnel also must be approved by OCA's Contract Manager. Contractor shall provide to OCA prior written notice of any proposed change in key personnel involved in providing services under this Contract.

- Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Contractor. No subcontract shall relieve Contractor of responsibility for ensuring the requested services are provided, and Contractor shall be the sole contact for OCA. If Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply:
- Contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.
- Subcontracting shall be solely at Contractor's expense.
- OCA retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors.
- Contractor shall be the sole contact for OCA. Contractor shall list a designated point of contact for all OCA inquiries.

5.7.2 Other Personnel

In the event that OCA determines that other Contractor or Contractor's subcontractor's personnel or agents assigned to provide services under this Contract are not skilled or competent in the tasks necessary to accomplish the tasks and services required under this Contract or are unprofessional, careless, unsuitable or otherwise objectionable, OCA will notify Contractor and Contractor will remedy the situation to the satisfaction of OCA. OCA reserves the right, in its sole discretion, to require the immediate removal and replacement of any Contractor or Contractor's subcontractor's personnel or agents deemed by OCA to be unprofessional, incompetent, careless, unsuitable or otherwise objectionable.

5.8 Term and Termination

5.8.1 Term

The Contract shall become effective on the purchase order execution date and shall end no later than August 31, 2018 unless otherwise sooner terminated as provided in this RFP. The Contract may be extended for up to two (2) one-year terms at the same price, terms, and conditions upon written agreement of OCA and Contractor prior to the expiration of the terms being extended. Provisions herein regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, payment, invoices, and default shall survive the termination or expiration dates of the Contract.

5.8.2 Termination for Cause.

Without limitation on the right of OCA to terminate the Contract pursuant to its terms, OCA reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, upon any one of the following conditions:

- (a) A receiver, conservator, liquidator, or trustee of Contractor, or of any of its property is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against Contractor, under Title 11 of the United States Code; or Contractor is adjudicated bankrupt or insolvent; or any portion of the property of Contractor is sequestered by court order and such order remains in effect for more than thirty (30) days after such party obtains knowledge thereof; or a petition is filed against Contractor under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) days;
- (b) Contractor files a case under the Title 11 of the United States Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;
- (c) Contractor makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property; or judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within thirty (30) days from the date of entry thereof, and within said thirty (30) day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under generally accepted accounting principles; or a writ or warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) days after its entry;
- (d) A court of competent jurisdiction finds that Contractor has failed to adhere to any laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
- (e) Contractor fails to communicate with OCA as required by the Contract;
- (f) Contractor breaches an industry standard of confidentiality related to the Contract;
- (g) OCA determines that Contractor or any of its subcontractors have an unacceptable conflict of interest and such conflict is not cured within ten (10) calendar days following notification thereof to Contractor;
- (h) OCA determines that Contractor has failed to substantially perform under the Contract, which determination shall specify the events resulting in OCA's determination that Contractor has failed to substantially perform under the Contract; or

- (i) Contractor fails to comply with any of the Standards of Performance of the Contract.

5.8.3 Termination for Convenience.

OCA reserves the right, in its sole discretion, to terminate the Contract on thirty (30) days written notice to Contractor. OCA also reserves the right, in its sole discretion, to terminate the Contract immediately, with written notice to Contractor, if it is in the best interests of OCA or the State to do so.

5.8.4 Transition.

Upon termination of the Contract for any reason, Contractor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and provider. This includes at a minimum an ECF 4.0 and NIEM compliant XML file that contains all case data and all related documents in PDF format.

5.8.5 No Liability Upon Termination.

If this Contract is terminated for any reason, OCA and the State shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. In the event of termination of this Contract, OCA's sole and maximum obligation shall be to authorize payment to Contractor for previously authorized services, performed in accordance with all requirements of this Contract, up to the termination date.

5.9 Public Access to Records

Although OCA is not subject to the Texas Public Information Act, all RFP and Contract documents and information, and any report, analysis or data generated as a result of the contract services may be subject to public disclosure under Rule 12 of the Rules of Judicial Administration. OCA will notify Contractor of any requests received by OCA for records that Contractor has identified as confidential in its response to this RFP.

5.10 Confidentiality

Contractor agrees to maintain and shall execute a confidentiality agreement safeguarding the confidentiality of information received from the State of Texas during the performance of this Contract, including but not limited to personal information such as social security numbers.

5.11 Insurance and Other Security

Within five (5) business days of executing this agreement, Contractor shall provide OCA with current certificates of insurance or other proof acceptable to OCA of the following coverages:

- (a) Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract and endorsed with a waiver of subrogation against the State, OCA, counties, and courts, and their respective officers and employees, for bodily injury (including death), property damage or any other loss;
- (b) Commercial General Liability Insurance with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate; and
- (c) Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance covering acts, errors, and omissions arising out of Contractor's operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

All such coverage shall be with companies licensed in the state of Texas, with "A" rating from Best, and

authorized to provide the corresponding coverage. All policies shall contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to OCA. Contractor shall maintain the above insurance coverage during the term of this Contract, and shall provide OCA with an executed copy of the policies immediately upon request.

5.12 Indemnification

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, OCA AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, SUITS, DEMANDS, PROCEEDINGS, AND ALL RELATED COSTS, ATTORNEYS FEES, EXPENSES AND DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, ORDER FULFILLER OR SUPPLIER OF CONTRACTOR OR SUBCONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL'S OFFICE AS REQUESTED BY OCA. CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE OF ANY SUCH CLAIM.

5.13 Dispute Resolution

The dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used by OCA and Contractor to attempt to resolve any dispute arising under the Contract.

5.14 Amendments

The Contract may be amended only upon written agreement between OCA and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void *ab initio*.

5.15 Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. Contractor agrees that the exclusive venue and jurisdiction of any legal action or suit arising under this Contract is, and that any such legal action or suit shall be brought, in any court of competent jurisdiction in Travis County, Texas.

5.16 Strict Compliance

Time is of the essence in the performance of the Contract. Contractor shall strictly comply with all of the contract deadlines, requirements, and performance standards.

5.17 Assignments

Without the prior written consent of OCA, Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

5.18 Federal, State and Local Requirements

Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common-law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard worker's compensation insurance coverage. Contractor shall comply with all federal and State

tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

5.19 Severability Clause

In the event that any provision of the Contract is later determined to be invalid, void, or unenforceable, then its remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

5.20 Compliance with Applicable Law and Conforming Amendments

Contractor must comply with all current and amended laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as those laws exist and as they are amended throughout the term of the Contract. OCA reserves the right, in its sole discretion, to unilaterally amend the Contract throughout its term to incorporate any modifications necessary for OCA's or Contractor's compliance with all applicable State and federal laws and regulations.

5.21 No Waiver

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

5.22 No Liability upon Termination

If the Contract is terminated for any reason, OCA and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code Chapter 2260.

5.23 Independent Contractor

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services under this Contract. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees or agents of the State of Texas and shall not be entitled to benefits of state employment such as retirement or leave benefits. Should Contractor subcontract any of the services required in this Contract, OCA is in no manner liable to any subcontractor(s) of Contractor.

5.24 Limitation on Authority

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

5.25 Intellectual Property Claims

CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE STATE OF TEXAS, OCA AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH OR ARISING FROM THE STATE'S, OCA'S, OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY SERVICES, SOFTWARE, OR OTHER ITEMS PROVIDED TO THE STATE OF TEXAS OR OCA BY CONTRACTOR OR OTHERWISE TO WHICH THE STATE OF TEXAS OR OCA HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT. OCA SHALL NOTIFY CONTRACTOR OF ANY SUCH CLAIM WITHIN A REASONABLE TIME OF RECEIVING NOTICE OF ANY SUCH CLAIM. IF CONTRACTOR IS NOTIFIED OF ANY CLAIM SUBJECT TO THIS SECTION, CONTRACTOR SHALL NOTIFY OCA OF SUCH CLAIM WITHIN FIVE (5) BUSINESS DAYS OF SUCH NOTICE. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL AND NO SETTLEMENT OF ANY SUCH CLAIM SHALL BE MADE BY CONTRACTOR WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR SHALL REIMBURSE THE STATE OF TEXAS AND OCA FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES, JUDGMENTS OR ANY OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF THE STATE'S AND OCA'S COUNSEL AND SHALL ALSO PAY COSTS OF MULTIPLE COUNSEL, IF REQUIRED TO AVOID CONFLICTS OF INTEREST. CONTRACTOR REPRESENTS THAT IT HAS DETERMINED WHAT LICENSES, PATENTS AND PERMITS ARE REQUIRED UNDER THIS CONTRACT AND HAS ACQUIRED ALL SUCH LICENSES, PATENTS AND PERMITS. IN THE EVENT THAT CONTRACTOR LOSES THE RIGHT TO ALLOW THE STATE TO USE ANY TECHNOLOGY UNDER THIS INDEMNIFICATION, THEN CONTRACTOR SHALL REPAY THE STATE ALL MONIES PAID UNDER THIS CONTRACT.

5.26 Supporting Documents

Contractor shall maintain and retain supporting fiscal and any other documents relevant to payments and expenditures under the Contract. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the termination of the Contract or the resolution of all billing questions, whichever is later. Contractor and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and supporting documents pertaining to this Contract for a period of four (4) years after its end date for purposes of inspecting, monitoring, auditing, or evaluation by OCA and any authorized agency of the State of Texas, including an investigation by the State Auditor.

5.27 Access to Records; Audit

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of the Contract and shall authorize OCA and the State of Texas to immediately assess appropriate damages for such failure. The acceptance of funds by Contractor or any other entity or person directly under the Contract, or indirectly through a subcontract under the Contract, shall constitute acceptance of the authority of the State Auditor, Comptroller or other agency of the State of Texas to conduct an audit or investigation in connection with those funds. Contractor shall ensure that

this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, 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.

5.28 Felony Criminal Convictions

Contractor shall fully advise OCA as to the facts and circumstances surrounding conviction of a felony criminal offense of Contractor or any of its employees that are assigned to or associated with this project.

5.29 Notices

Any written notices required under this Contract will be by either hand delivery or by U.S. Mail, certified, return receipt requested, and is effective on receipt by the affected party. The address for Contractor will be the address on the Offer. The address for OCA will be that specified in Section 4 of this RFP. Either party may change its designated notice address by written notification to the other party.

5.30 Debts or Delinquencies to State

The Comptroller is prohibited from issuing any payment to a person or entity reported to have an indebtedness or delinquency to the State. To the extent that Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes is paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

5.31 Contracts for Services

In accordance with Government Code Section 2155.4441, the Contractor shall purchase products and materials produced in the State of Texas, when available at a price and time comparable to products and materials produced outside the State.

5.32 Electronic and Information Resources Accessibility Standards

Contractor must comply with 1 Texas Administrative Code Chapter 213. In addition, Contractor shall provide OCA with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). If Contractor is not listed with the "Buy Accessible Wizard" or does not supply a URL to its VPAT, Contractor must provide OCA with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov>.

5.33 Policy Compliance

Contractor's employees and agents (including subcontractors and their employees and agents) identified by OCA management as having sufficient presence on OCA premises shall be required to adhere to applicable OCA human resources, information services, and finance and operations policies and shall be required to attend one or more policy orientation sessions. Those employees and agents identified as having access to State of Texas information resources and information resources technologies may be subject to periodic criminal history record investigations.

5.32 Force Majeure

Neither Contractor nor OCA shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

5.33 Abandonment or Default

If Contractor defaults on this Contract, OCA reserves the right to cancel this Contract without notice and 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. The period Contractor will not be considered for future solicitations will be determined by OCA based on the seriousness of the default.

5.34 No Conflicts

Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under the Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety. If the circumstances certified by Contractor change or additional information is obtained subsequent to submission of offers or execution of the Contract, Contractor agrees that it is under a continuing duty to supplement its response under this provision and that the duty to disclose any conflicts of interest is an ongoing obligation throughout the term of the Contract. Contractor shall submit updated information as soon as reasonably possible upon learning of any change to Contractor's affirmation.

5.35 False Statements/Breach of Representations

Any false statements by Contractor in the Contract documents or violation by Contractor of any of the representations, warranties, guarantees, certifications or affirmations included in the Contract shall constitute default by Contractor, and OCA may terminate or void the Contract for cause and pursue other remedies available to OCA under the Contract or applicable law.

5.36 Drug Free Workplace

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

5.37 Immigration

Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform

and Control Act of 1986, the Immigration Act of 1990 (“Immigration Act”), and the Illegal Reform and Immigrant Responsibility Act of 1996 (“IRIRA”) regarding employment verification and retention of verification forms for any individuals hired who will perform any labor or services under this Contract. Contractor also represents and warrants that it shall comply with the requirements of the Immigration Act regarding creation of the lottery system for granting visas and IRIRA which created three (3) year, ten (10) year, and permanent bars to entrance into the United States

5.38 Equal Opportunity

Contractor represents and warrants that it shall comply with the Civil Rights Act in giving equal opportunity without regard to race, color, creed, sex, or national origin.

5.39 Antitrust

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, nor anyone acting for such firm, corporation, or institution has violated the antitrust laws of Texas codified in 15.01, *et. seq.* of the Texas Business and Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business.

5.40 Substitutions

Substitutions are not permitted without OCA’s written approval.

[The rest of this page intentionally left blank.]

Exhibit A – Pricing Submission

The Pricing Submission must include all information requested below and submitted separately from the Requirements Submission. No price information may be included in any other portion of the Offer.

The Pricing Submission must be clearly marked with the title: “Requisition 212-6-0611 – PRICING SUBMISSION for Licensing and Compliance System.” **Pricing Submission and Offer are irrevocable through November 30, 2016.**

The Respondent pricing submission must include the following information numbered, titled, and ordered as shown below.

1. Name of the Respondent Company.
2. Contact person at the company, including name, phone number and email address. The contact person must be someone who is authorized to negotiate a best and final offer on behalf of the company.
3. Deliverable Pricing for the following:

| Deliverable | Amount | Retained Amount (10%) |
|---|--------|-----------------------|
| Deliverable 1 – Project Kickoff Presentation | | |
| Deliverable 2 – Design Development/Programming | | |
| Deliverable 3 – Project Work Plan | | |
| Deliverable 4 – Installation/Configuration of the Test Environment | | |
| Deliverable 5 – Installation/Configuration of the Production Environment | | |
| Deliverable 6 – Data Conversion from Existing System (Court Reporters) | | |
| Deliverable 6 – Data Conversion from Existing System (Court Interpreters) | | |
| Deliverable 6 – Data Conversion from Existing System (Guardians) | | |
| Deliverable 6 – Data Conversion from Existing System (Process Servers) | | |
| Deliverable 7 – Program Go-Live on New System (Court Reporters) | | |
| Deliverable 7 – Program Go-Live on New System (Court Interpreters) | | |
| Deliverable 7 – Program Go-Live on New System (Guardians) | | |
| Deliverable 7 – Program Go-Live on New System (Process Servers) | | |
| Deliverable 8 – Project Close out | | |
| Deliverable 9 – Support/Maintenance (Ongoing Quarterly Cost – through the end of the contract) | | |
| Project Grand Total (All Deliverables) | | |

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Exhibit B – Execution of Offer

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE OFFER. OFFERS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE OFFER SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:

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

Respondent has not given, offered to give, nor intends to give at any time 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.

Neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Offer either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address is shown hereon, that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC §111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Offer. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Respondent] 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 Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

The names and social security numbers of any person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Offer are as follows:

| | |
|--------------|--------------------------------|
| Name: | Social Security Number: |
| Name: | Social Security Number: |
| Name: | Social Security Number: |

In accordance with Government Code § 2252.901, Respondent certifies that no principal of Respondent

was an employee of the Office of Court Administration within the past year, and that no employee of Respondent who was an employee of the Office of Court Administration within the past year will perform services if Respondent is awarded this contract.

Under Government Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Office of Court Administration or any other state agency, was involved with or has any interest in this Offer or any contract resulting from this Offer. If Respondent employs or has used the services of a former executive head of the Office of Court Administration or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

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 certifies that the responding entity 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 the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person 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, the Respondent or other 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. Respondent will ensure that this clause concerning

the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders*
- 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
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

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

RESPONDENT (COMPANY): _____

SIGNATURE (INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSIMILE NUMBERS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

Exhibit C – Respondent Questionnaire

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE REQUEST FOR OFFER (RFP). RFP'S THAT DO NOT INCLUDE THIS FORM WILL BE DISQUALIFIED. (Note: This information may be submitted in a form provided by the vendor, but the content must be presented with all information in the same order as shown in this questionnaire.)

THE RFP SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

- A. **Respondent's Contact Person.** Respondent must list the name, title, email address, mailing address, phone number and fax number of the individual who will be the contract person for the term of any Purchase Order resulting from this RFP.

| | |
|------------------|--|
| Name: | |
| Title: | |
| Mailing Address: | |
| Telephone: | |
| Fax: | |
| Email: | |

- B. **References.** Respondent must provide a list of at least four (4) state agencies, corporations, or other entities for which Respondent has provided the requested services in the RFP during the past three (3) years. Respondent must include dates when requested services were provided, names, telephone numbers and e-mail addresses of state agency's or firm's contact person. If none, check None

| | | |
|----|-----------------------------------|--|
| 1. | State Agency or Other Entity: | |
| | Description of Services Provided: | |
| | Date Services Provided: | |
| | Name of Contact: | |
| | Telephone number of Contact: | |
| | E-mail address of Contact: | |

| | | |
|----|-----------------------------------|--|
| 2. | State Agency or Other Entity: | |
| | Description of Services Provided: | |
| | Date Services Provided: | |
| | Name of Contact: | |
| | Telephone number of Contact: | |
| | E-mail address of Contact: | |

| | | |
|----|-----------------------------------|--|
| 3. | State Agency or Other Entity: | |
| | Description of Services Provided: | |
| | Date Services Provided: | |
| | Name of Contact: | |
| | Telephone number of Contact: | |
| | E-mail address of Contact: | |

| | | |
|----|-----------------------------------|--|
| 4. | State Agency or Other Entity: | |
| | Description of Services Provided: | |
| | Date Services Provided: | |
| | Name of Contact: | |
| | Telephone number of Contact: | |
| | E-mail address of Contact: | |

C. **Cancellations or Terminations.** Respondent must list all contracts or purchase orders that Respondent executed or accepted within the last three (3) years and which were canceled or terminated prior to completion by any state agency or other entity with which Respondent contracted. For each such contract or purchase order, Respondent must include a detailed explanation for the cancellation or termination and final resolution of the matter. Include the names and telephone numbers of each such state agency's or firm's contact person. If none, check None

| | |
|--|--|
| State Agency or Other Entity: | |
| Explanation for Cancellation or Termination: | |
| Final Resolution: | |
| Name of Agency / Other Contact: | |
| Telephone number of Contact: | |

D. **Profile.** Respondent must include the following profile that:

| | |
|-----|---|
| (a) | Describes the general nature of previous similar work performed by Respondent, particularly work in the last three (3) years: |
| (b) | Describes the size and scope of all operations, including number of Respondent's employees and years in business: |
| (c) | Describes Respondent's prior contracting experience with state agencies and similar entities: |
| (d) | List any other information Respondent believes is pertinent to this RFP: |

E. **Personnel.** Respondent must provide in detail the qualifications, education, training, experience and certifications of all Respondent's employees who will or may provide the items under any Purchase Order resulting from this RFP. Respondent must provide this information for each such employee.

| | | |
|----|------------------------------|--|
| 1. | Staff Person's Name: | |
| | Qualifications: | |
| | Education: | |
| | Training: | |
| | Experience: | |
| | Certifications and Licenses: | |

| | | |
|----|----------------------|--|
| 2. | Staff Person's Name: | |
| | Qualifications: | |

| | | |
|--|------------------------------|--|
| | Education: | |
| | Training: | |
| | Experience: | |
| | Certifications and Licenses: | |

| | | |
|----|------------------------------|--|
| 3. | Staff Person's Name: | |
| | Qualifications: | |
| | Education: | |
| | Training: | |
| | Experience: | |
| | Certifications and Licenses: | |

| | | |
|----|------------------------------|--|
| 4. | Staff Person's Name: | |
| | Qualifications: | |
| | Education: | |
| | Training: | |
| | Experience: | |
| | Certifications and Licenses: | |

| | | |
|----|------------------------------|--|
| 5. | Staff Person's Name: | |
| | Qualifications: | |
| | Education: | |
| | Training: | |
| | Experience: | |
| | Certifications and Licenses: | |



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.

Section 2 c. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

Section 2 c. - No

Section 2 d. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

Section 2 c. - No

Section 2 d. - No

Section 4 - Affirmation

GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.

Section 3 - Self Performing Justification

Section 4 - Affirmation

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



HUB Subcontracting Plan (HSP)

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

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

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

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

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

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

| Item # | Subcontracting Opportunity Description | HUBs | | Non-HUBs |
|---|--|--|--|--|
| | | Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years . | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years . | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 1 | | % | % | % |
| 2 | | % | % | % |
| 3 | | % | % | % |
| 4 | | % | % | % |
| 5 | | % | % | % |
| 6 | | % | % | % |
| 7 | | % | % | % |
| 8 | | % | % | % |
| 9 | | % | % | % |
| 10 | | % | % | % |
| 11 | | % | % | % |
| 12 | | % | % | % |
| 13 | | % | % | % |
| 14 | | % | % | % |
| 15 | | % | % | % |
| Aggregate percentages of the contract expected to be subcontracted: | | % | % | % |

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

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

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

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

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

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

Enter your company's name here: _____ Requisition #: _____

SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item # | Subcontracting Opportunity Description | HUBs | | Non-HUBs |
|---|--|--|--|--|
| | | Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years . | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years . | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 16 | | % | % | % |
| 17 | | % | % | % |
| 18 | | % | % | % |
| 19 | | % | % | % |
| 20 | | % | % | % |
| 21 | | % | % | % |
| 22 | | % | % | % |
| 23 | | % | % | % |
| 24 | | % | % | % |
| 25 | | % | % | % |
| 26 | | % | % | % |
| 27 | | % | % | % |
| 28 | | % | % | % |
| 29 | | % | % | % |
| 30 | | % | % | % |
| 31 | | % | % | % |
| 32 | | % | % | % |
| 33 | | % | % | % |
| 34 | | % | % | % |
| 35 | | % | % | % |
| 36 | | % | % | % |
| 37 | | % | % | % |
| 38 | | % | % | % |
| 39 | | % | % | % |
| 40 | | % | % | % |
| 41 | | % | % | % |
| 42 | | % | % | % |
| 43 | | % | % | % |
| Aggregate percentages of the contract expected to be subcontracted: | | % | % | % |

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

Enter your company's name here: _____ Requisition #: _____

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

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

[Large empty rectangular box for justification text]

SECTION-4: AFFIRMATION

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

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

| | | | |
|-----------|--------------|-------|----------------------|
| Signature | Printed Name | Title | Date (mm/dd/yyyy) |
|-----------|--------------|-------|----------------------|

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____ Requisition #: _____

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

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

| Company Name | Texas certified HUB | Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|--------------|---------------------|---|---------------------------|---------------------------------|
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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| | |
|---------------------------------------|----------------------|
| Enter your company's name here: _____ | Requisition #: _____ |
|---------------------------------------|----------------------|

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

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

| Company Name | Texas VID <small>(Do not enter Social Security Numbers.)</small> | Date Notice Sent <small>(mm/dd/yyyy)</small> | Did the HUB Respond? |
|--------------|---|---|----------------------|
| | | | - Yes - No |
| | | | - Yes - No |
| | | | - Yes - No |

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

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

| Trade Organizations or Development Centers | Date Notice Sent <small>(mm/dd/yyyy)</small> | Was the Notice Accepted? |
|--|---|--------------------------|
| | | - Yes - No |
| | | - Yes - No |

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

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| | |
|---------------------------------------|----------------------|
| Enter your company's name here: _____ | Requisition #: _____ |
|---------------------------------------|----------------------|

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

| Company Name | Texas certified HUB | Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small> | Approximate Dollar Amount | Expected Percentage of Contract |
|--------------|---------------------|---|---------------------------|---------------------------------|
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |
| | - Yes - No | | \$ | % |

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

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____
Point-of-Contact: _____
E-mail Address: _____

State of Texas VID #: _____
Phone #: _____
Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
Point-of-Contact: _____
Requisition #: _____

Phone #: _____
Bid Open Date: _____
(mm/dd/yyyy)

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

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,
we must receive your bid response no later than _____ on _____.
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

- Not Applicable

4. Bonding/Insurance Requirements:

- Not Applicable

5. Location to review plans/specifications:

- Not Applicable

Antitrust Certification Statement (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

| | |
|--|---|
| <p>Vendor _____ _____ _____</p> <p>Address _____ _____ _____</p> <p>Phone _____</p> <p>Fax _____</p> | <p>Bidder _____ Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Position with Company</p> <p>Official Authorizing Bid _____</p> <p>Signature</p> <p>_____</p> <p>Printed Name</p> <p>_____</p> <p>Position with Company</p> |
|--|---|