Texas Department of Motor Vehicles
Financial Services Division, Purchasing Section
4000 Jackson Avenue
Austin, TX 78731
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TxDMV Purchaser: Alfred Ramos, CTPM

Request for Offer (RFO)
for
FLEET MANAGEMENT AND
MARKET-BASED SOLUTIONS (FLEET PLUS)

RFO Number: 608-13-00006
RFO Closing Date: 08/31/2012
RFO Closing Time: 3:00 pm

<u>Class-Item:</u>
<u>915-96, 920-40, 920-91</u>

NOTE TO RESPONDENT
"The issuing office believes that the requested items in this request for offers may be proprietary to one vendor under Government Code, §2155.067; however, the issuing office strongly encourages offers from all qualified respondents who may be able to provide the requesting items."

When responding to this solicitation you must respond with all information/documents pertaining to the award of the product and/or services to include: any exceptions to TxDMV's Standard Terms and Conditions (TxDMV excludes any of respondent's exceptions to the standard terms and conditions and any additional terms and conditions provided by respondent in its response unless expressly agreed otherwise in the award.), Statements of Work and/or any agreements. After the response/closing date no additional document submissions will be allowed.

Any information/documents/exceptions received after the response/closing date will not be considered.

Section 1 Objective and Background
1.1 OBJECTIVE
The objectives of this project are aligned with the main objectives of the Texas Department of Motor Vehicles (TxDMV) – to provide retail-oriented customer service, be customer focused and offer market-based solutions to motor carrier and commercial vehicle industry.   This project meets two important goals for providing improved service opportunities to our motor carrier customers:

> Develop and implement new functionalities in the Multi-Year Fleet Registration module of Texas International Registration Plan (TxIRP) web-based automated system
> Streamline the processes

1.2 BACKGROUND
In 2009, Texas state statute (HB 3433, SB 1759, 81st legislature) mandated the creation of a Multi-Year Fleet Registration System. TxIRP was used as the delivery platform for this system. While the Multi-Year Fleet Registration System is operational today, some functionality was delayed in order to meet the March 2010 implementation date, and new requirements were mandated by the 82nd Legislative Session.

The Fleet Plus project combines the unimplemented functions of the earlier project called Multi-Year Intrastate Fleet Registration project (Phase II), with additional motor carrier service level enhancement projects.

TxDMV holds the license for the TxIRP system. (IRP, a COTS product is customized for Texas. Hence, the system is called TxIRP.)   The department is procuring enhancements/improvements to the TxIRP system, which would make the system not only more efficient, but also comply with the recent state mandates.

The completion of the Fleet Plus project tasks will provide greater flexibility for motor carriers and commercial vehicle owners, including:
- A 24/7 online renewal process that accelerates registrants' ability to place vehicles into service.
- Elimination of a manual process for inputting data for individual vehicles, allowing for batch input of fleet information.
- Significant reduction in the need for TxDMV staff to handle paper renewals.
- Reduction in registrants' number of trips to the TxDMV regional service centers.

Industry stakeholders have requested changes to the regulatory, administrative and technical processes and procedures relating to the issuance of titles and registration to motor carrier and commercial vehicle registrants. The most significant of these requests includes:
- Streamlining the titling process in a way that allows compliance with state law and the immediate placement of new vehicles into service.
- Self-management of license plates inventories.
- Issuance of two license plates to non-traditional apportioned vehicles.
- Ensuring conformity to statute.
- These enhancements are collectively known as "Fleet Plus".

Integrating TxDMV approved service level enhancement projects into the Multi-Year Fleet Registration Phase II and Fleet Plus projects is an efficient and cost effective approach towards meeting the Department's challenge to successfully address these concerns. Key benefits of the approach include, but are not limited to:
- Cost savings relating to the use of internal and external business, project management and technical resources.
- Elimination of multiple project timelines and combining these timelines into a streamlined, easier to manage process.
- Phased project strategy that deploys project deliverables in three phases, allowing registrants to use these features sooner than later.
- Opportunities for diverse involvement of stakeholders in the various phases of the project. Stakeholders will have opportunities to participate in the development and implementation of deliverables that most relate to their business requirements.

1.3 LOCATION
All work to be performed at TxDMV Headquarters in Austin unless agreed to otherwise by both parties.

1.4 Term of Service
This contract shall commence on the date of award and be in effect until April 15, 2013.

Section 2 Offer Submission Requirements
2.1   SCHEDULE OF EVENTS
TxDMV reserves the right to adjust the schedule by addenda.

Issue RFO	08/17/2012
Questions due	08/22/2012, 3:00 PM
Questions & answers posted	08/24/2012
Closing Date	08/31/2012, 3:00 PM
Award	To Be Determined

2.2 RESPONSE SUBMISSION REQUIREMENTS
Offer must comply with the following standards:

Deliver on or before the date and time designated, to the address in Section 2.3 below. Respondent must submit one signed original and one additional copy of their response. Signed originals must be clearly labeled "Original" on the front covers. Respondent must submit one (1) electronic copy of their response on CD-ROM. Electronic copies must be formatted using MS Word 2000, or higher, and MS Excel 2000, or higher, software.

All offers delivered shall be in a package plainly marked as **"RFO# 608-13-00006"** Offers may be hand carried or delivered by overnight service or U.S. Mail. All deliveries will be formally received and logged. Offers received after the time and date specified **will not** be considered and will be returned unopened to vendor.

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

Mail or Ship To:
Texas Department of Motor Vehicles
Financial Services Division, Purchasing Section
Attn: Alfred Ramos
4000 Jackson Avenue
Austin, Texas 78731
RFO# 608-13-00006
RFO Closing Date: 08/31/2012

2.4 INQUIRIES
Written questions concerning this RFO will be answered by subsequent addenda. Updates and addenda to this RFO will be posted on the Electronic State Business Daily (ESBD) Marketplace http://esbd.cpa.state.tx.us/.

Questions concerning this RFO shall be submitted on or before the date and time noted above, in writing to TxDMV Point of Contact as stated on the front page of this RFO.

Questions will not be answered if received after the date and time noted above. If a Vendor discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this RFO, the

Vendor shall immediately provide written notification to the TxDMV Point of Contact. If a Vendor fails to notify the TxDMV Point of Contact of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, the Vendor shall submit an offer at its own risk and under such conditions. If the Vendor is awarded a contract, then such Vendor will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

Official responses to questions will be available on the ESBD http://esbd.cpa.state.tx.us/ as soon as practical, but no later than the date and time noted above.

2.5 OFFER BINDING FOR 90 DAYS
Respondent's entire offer is binding for 90 days from offer closing date.

2.6 REVISIONS
Offer cannot be altered or amended after opening time. Alterations made prior to opening time should be initialed by Respondent or their authorized agent. No offer may be withdrawn after submission time without approval by TxDMV.

2.6 AWARD AND CANCELLATION OF RFO
TxDMV reserves the right to accept or reject all or any part of an offer, waive minor technicalities and award the offer to best serve the interest of the State. TxDMV also reserves the right to cancel this RFO or any portion of this RFO at any time.

2.7 NEGOTIATIONS
Once TxDMV determines if an offer is valid, TxDMV may meet with such Respondent in the order of ranking to negotiate. TxDMV reserves the right to negotiate any term or condition set forth by the offer that TxDMV considers to be unfavorable to the state and to make modifications to the requirements set forth in this vendor specification document, provided such modifications do not constitute a substantial change. If TxDMV is unable to negotiate a satisfactory agreement with a specific Respondent, negotiations with that Respondent will be terminated and TxDMV may undertake negotiations with the next Respondent. Negotiations may continue in this fashion until an agreement is achieved or all Respondents are rejected. All negotiations must be initiated and completed prior to award.

Section 3 Offer Administrative Information
3.1   TxDMV Point of Contact
TxDMV Purchaser
Contact: Alfred Ramos
Phone: 512-467-3757
Email: Alfred.ramos@TxDMV.gov

Invoicing Contact
Invoices shall be sent to TxDMV Payment Processing. Invoices must clearly show; the Purchase Order (PO) Number, itemized goods / services delivered, date range for goods / services, and location(s). Invoices should be emailed to DMV_FIN-invoices@TxDMV.gov or mailed to the address below:

Texas Department of Motor Vehicles
Attention: Payment Processing
4000 Jackson Avenue
Austin, Texas 78731

***IN COMPLIANCE WITH THE PROMPT PAYMENT ACT, YOUR TAXPAYER IDENTIFICATION NUMBER *MUST* BE ON ALL INVOICES. ***

Section 4 Scope of Work
4.1 Services include:

4.1.1.Multi-Year Fleet Registration System
Implement the necessary Fleet Plus enhancements for the multi-year fleet registration program. Functions include:
- Fleet renewals, vehicle import, proof of insurance, and Heavy Vehicle Use Tax (HVUT) yearly compliance.
- The batch vehicle import will enable the system to process vehicles much more efficiently than today, eliminating the need to enter vehicles individually.
- Email correspondence.
- HVUT yearly compliance will be implemented.

- Shipping options modification.

4.1.2. Texas Parks & Wildlife Department (TPWD) Donations tasks

Changes to the TPWD Donation field to allow processing of a donation in an amount less than $5.00.

4.1.3. Title Application ("applied for") Tasks

Implement functional requirement that will electronically query Registration and Titling System (RTS) to determine if a title has been issued as a result of the expedited title application process, and populate TxIRP in appropriate fields with title information. A report will be generated to every 60 days that list titles that were issued under this process.

4.1.4. Trip Permit Link tasks

- Provide a link from the TxIRP home page for the ordering of 72 hour, 144 hour trip and single-trip permits. This link will direct the customer to the TxPROS system.
- TxIRP will interface with a web service that TxPROS can call that will accept a United States Department of Transportation (USDOT) number and Vehicle Identification Number (VIN). In return, the service will check both the USDOT and the VIN against the Performance and Registration Information Systems Management (PRISM) target files to see if either is listed as out of service.

4.1.5. Single & Double Plate tasks

- Develop a function in TxIRP that allows for the issuance of two license plates to non-traditional apportioned vehicles registered under IRP.

4.1.6. Online Insurance Date Entry tasks

- Provide the capability for the users, to enter the insurance data online. The system shall have the capability to generate audit reports and allow the users to retrieve, store and print the manually entered insurance information.

4.1.7. TxIRP Site Rebranding tasks

The role of TxIRP has evolved to support broader fleet registrations and services, thus site rebranding is required to reflect this expanded role. Rebranding activities include, but not limited to:

- The development and replacement of all TxIRP logos with a new Texas Fleet Express logo.
- Changes to the site header and login pages to reflect the new brand.
- Replace/rename applicable buttons and tags from IRP to Fleet.
- TxDMV branding standards must be strictly adhered to.

4.1.8. TxDMV Authorized Commercial Fleets Inventory tasks

- Develop an enhanced function in TxIRP that allows TxDMV authorized apportioned and multi-year fleet registrants to maintain physical inventories of their license plates through TxIRP.

4.1.9. Fund 21 Finance tasks

- Enable Finance Document (FDOC), Journal Document (JDOC), Reversal Document (RDOC) and voucher numbers to be entered into and tied to transactions within the TxIRP system.   Additionally, Vendor will create reports that display these numbers to the Financial Services (FNS) group. These reports will be used to reconcile monies for Fund.**4.2 Project risks, assumptions and constraints**

4.2.1. The following risk factors, to the TxDMV, have been identified, if the project does not come to fruition.

- The department will not be in compliance with the latest legislative mandates.

- The economic development of the state will be indirectly impacted if trucking customers choose to leave Texas and register in other business-friendly states.

- Unreasonable delays in processing of registration and titling paperwork and inefficiencies in the utilization of capital resources.

- Texas-based and prospective trucking industry customers may choose other states to conduct their business.

- Project delays due to the unavailability or lack of agreement between the business process owners.

- Failure of the current outdated servers if not replaced before the implementation of this project.

4.2.2. The following Assumptions have been made:

- The vendor is extremely familiar with the "as-is" TxIRP system; its design, code, functionalities, usage, limitations, as well as, the TxDMV clientele the system supports.

- The department will not expend resources in demonstrating the "as-is" system to the winning vendor of this contract; as it is assumed that the vendor is thoroughly familiar with the system.

- The trucking industry partners will be enthusiastic and willing to participate in all phases of the project.

- Project timelines will be closely followed and benchmarks will be achieved as scheduled, since the majority of the planning and coordination requirements have been in progress for an extended period of time.

- The TxDMV Chief Information Officer (CIO) will have servers in place to support the enhancements ahead of User Acceptance Testing (UAT).

4.2.3. The following Constraints have been identified:

- Installation of adequate servers to support new functionality.

- Availability of UAT support for this project vis-a-vis other ongoing projects.

- Availability of TxDMV regional service center resources to support expedited registration function.

- Training of TxDMV regional service center staff to use new functionality.

- TxPROS does not allow real-time issuance of temporary permits because of insurance verification requirement.

4.3 Roles and responsibilities

4.3.1 TxDMV is to provide subject matter expertise, access to the as-is system, internal project management, business analysis and coordination, as well as UAT. In addition,

TxDMV shall:

- Provide a Project Manager (PM) for this project. In addition to other duties, the TxDMV PM will:
  - o Work as a liaison among stakeholders and communicate with the Vendor.

- o Monitor the vendor's progress and performance and work with the purchase to ensure services conform to established specification requirements.
- o Manage the financial aspects of the contract including recommending approval of payments
- o Meet or be in touch with the Vendor, if needed, to review progress, discuss problems, and consider necessary action.

- Perform periodic audits or field reviews as needed to ensure that the Vendor is operating the program under the requirements of state law, the terms of the program rules, and the agreement executed between TxDMV and the Vendor.

- Assign purchasing staff for the project, who will administer the contractual business relationship with the Vendor.

- Provide office space for vendor on-site resources and access to the internet, printing and copying equipment.

- Schedule TxDMV resources for project activities and provide meeting facilities as necessary.

- Provide UAT coordinators who are responsible for the final testing stage of a new or changed information system.

4.3.2 The contractor is expected to:

- Begin work promptly upon issuance of Purchase Order.

- Provide Project Team Members including a PM with a minimum of 10 years of project management and account management experience.

- Provide completed programming services and all deliverables, including work products (artefacts), to the satisfaction of the department.

- Submit deliverables on the dates specified in a format approved by TxDMV (any changes to the delivery dates shall have the prior written approval of TxDMV.

- Successful implementation of all the proposed enhancements; which also implies, proper functioning of all the affected systems, post implementation, to the satisfaction of the department.

4.4 Deliverables

4.4.1 The following business requirements / functionalities, preferably in the order mentioned below, must be satisfactorily implemented, to the existing TxIRP system for successful completion of this contract:

- Provide the capability to generate renewal notices and the ability to renew fleet registration online.
- Provide the ability to notify and verify HVUT compliance by the motor carrier each year.
- Provide the capability to make changes to the TPWD Donation field in order to process a donation which is less than $5.00.
- Provide the capability for fleet registrants to enter fleet vehicle data into the system by batch data entry.

- Provide the ability to issue registration to apportioned and multi-user fleet registrants, upon presentation of a complete <u>title application</u> and payment to the TxDMV. Title applications and payments will be forwarded to appropriate county offices for processing. The system will then periodically check the TxDMV Registration and Titling System (RTS) to determine when the title/document number has been issued.
- <u>Modify shipping options</u> to provide the flexibility to charge a fee for shipping.
- <u>Email and/or Text Messaging Notifications</u>: Provide the capability to <u>send emails</u> and/or text messages<u> to registrants</u> notifying them of forthcoming renewals, HVUT payment and documentation reminders, MCS-150 renewal reminders and other account management notifications.
- Provide the capability to issue <u>two license plates</u> to non-traditional apportioned vehicles.
- Provide the capability for the users to <u>enter the insurance data online</u>.
- Provide the ability for the TxIRP customers to obtain temporary (72/144-hour and Single-Trip permits from <u>TxPROS</u> system.
  (A major part of this functionality will be developed by TxPROS vendor, ProMiles, and will be implemented as a module of TxPROS. The vendor, who wins this contract, is expected to work with ProMiles, in order to successfully implement this functionality in TxIRP.)
- <u>Rebranding (Look & Feel portion only)</u>: The TxIRP system shall be rebranded as a market-based solution application by changing the content and the 'look-and-feel' of the landing page.
- Provide the ability to allow TxDMV authorized apportioned motor carriers, multi-year fleet registrants and authorized service providers, to maintain <u>physical inventory of license plates</u>, and self-issue them from their assigned inventories. (See Texas Transportation Code 502.0023.) This functionality will not be activated without legislative authorization.
- Provide the functionality to allow for the reconciliation of the <u>Fund 21 balance</u>.

Please see the attached document (Attachment A) for a detailed description of each business requirement and its corresponding stakeholder requirements.

These above mentioned requirements, at the discretion of the vendor, shall be implemented in either two or three releases. It is mandatory to include Renewal Notices and HVUT Compliance in the first release, as they are extremely time-sensitive.

The vendor, in order to successfully implement these requirements, shall perform the following tasks in phases. Every release shall have the following phases. If a particular task or phase is irrelevant in a release, please mention "Not applicable".

4.5 Definition & Kickoff Phase:
- Vendor will create and present detailed project plan including schedule, WBS, testing plan, implementation plan, training plan, and transition plan.
- Vendor will present project plan to TxDMV for review and approval.

4.6 Design Phase:
- Work with TxDMV to gather requirements and establish metrics.
- Create site design based on collected requirements.
- Develop site design proposal for TXDMV review and approval.
- Present written status updates at weekly meetings.

4.7 Development Phase:
- Vendor will complete all coding for approved site design.
- Vendor will provide TxDMV with a detailed testing plan.
- Vendor will include all content provided by TxDMV on redesigned TxIRP website.
- Vendor will conduct testing in both their lab as well as in a limited beta release.
- Vendor will resolve any coding and site issues identified in testing.

- Vendor will compile a testing report, documenting the successful completion of UAT, and present it to TxDMV, for review/approval. This report shall include the validation of all requirements as functional.
- Present written status updates at weekly meetings.

4.8 Deployment Phase:
- Vendor will implement the newly redesigned website on TxDMV servers.
- Vendor will begin providing 24x7 support at this point forward until the end of the period of performance.
- Present written status updates at weekly meetings.

4.9 Training Phase:
- Vendor will provide training in accordance with approved training plan provided in the kickoff.
- Present written status updates at weekly meetings.

4.10 Release Handoff/Closure:
- Vendor will provide TXDMV with all documentation in accordance with the approved project plan. The documentation shall include (but not limited to): Business Requirements Document, System Design Document, Use Cases (where necessary), Requirements Traceability Matrix (RTM) report and Test Plans with Test Cases and Scripts
- Vendor will present release closure report to TxDMV for review and approval.
- Vendor will complete the release requirements checklist showing that all project tasks have been completed.
- Vendor will conclude 24x7 support at 11:59 pm on the final day of the period of performance. (The maintenance contract becomes effective upon acceptance of all the releases by TxDMV.)
- Vendor will present successful User Acceptance Testing report.
- Present written status updates at weekly meetings.

4.11 Acceptance Criteria
- The TxDMV UAT Coordinators will be responsible for acceptance testing. UAT will involve running a suite of tests after the release of each phase, as well as on the completed system. Each individual test or case, will exercise a particular operating condition of or feature of the system, and will result in a pass or fail, or boolean outcome.
- If the UAT team is not satisfied with the implementation of the proposed enhancements, in any phase, or at the end of all the phases; the Vendor is expected to re-design and re-implement the enhancements to the satisfaction of all the UAT team as well as the TxDMV's project management team.

4.12 Project Completion Criteria
- Upon successful completion of UAT, the vendor is to release this project's requirements / functions to production.

4.13 Project Schedule to be achieved by Contractor
The below list consists of the initial milestones identified for Fleet Plus:

MILESTONES	DEADLINE
Period of Performance Begins	No later than 3 weeks after the contract is awarded.
RELEASE I (Minimum - Requirements 1 and 2)	December 03, 2012
Design of the enhancements	TBD by the vendor
Development	TBD by the vendor

Deployment	TBD by the vendor
Training	TBD by the vendor
Testing	November 01, 2012
RELEASE II	TBD by the vendor
Design of the enhancements	TBD by the vendor
Development	TBD by the vendor
Deployment	TBD by the vendor
Training	TBD by the vendor
Testing	TBD by the vendor
RELEASE III (If deploying in 3 releases)	TBD by the vendor
Design of the enhancements	TBD by the vendor
Development	TBD by the vendor
Deployment	TBD by the vendor
Training	TBD by the vendor
Testing	TBD by the vendor
Project Completion Review	TBD by the vendor
Project Closure/Handover	TBD by the vendor, but no later than April 15, 2013.

4.14 Change Management

- Once a change management form is completed, it will be executed by both Contractor and TxDMV and will be confirmed by issuance of a Purchase Order Change Notice (POCN) by TxDMV.

- A Change Management Process will be followed to ensure all changes to the project and application are reviewed and approved in advance, coordinated across the entire project, stakeholders are notified of approved changes, and details the methodology of application change management which includes the entire change life cycle (change request, change design, implementation and acceptance).

Section 5 Deliverables
At a minimum, the Vendor shall provide the following deliverables for this solicitation:

5.1 PROJECT PLAN
Within two (2) weeks of award, deliver a Project Plan that clearly demonstrates the Vendor's knowledge of the project and the Vendor's proposed approach for each component, listing the major milestones, timelines and deliverables accessible in Microsoft Office 2007®. The Project Plan shall be approved in writing by TxDMV before additional work may begin.

The Project Plan shall include planned schedules for facilitated sessions and agendas of activities to be conducted during product development sessions.

5.2 BUSINESS REQUIREMENTS DOCUMENT (BRD): At a minimum, the Vendor shall submit a BRD that includes:

- General business requirements and
- Corresponding use cases (if developed)
- Solution Requirements (aka Functional and Non-functional requirements)
- Transition Requirements: These requirements should describe the capabilities that the solution shall have in order to facilitate transition from the current state of the enterprise to the future state, but will not be needed once the transition is complete. These requirements should cover data conversion from existing system, skill gaps that must be addressed, and other related changes to reach the desired future state.

5.3 SYSTEM DESIGN DOCUMENT

At a minimum, the Vendor shall submit a Design Document that shall include the design specifications of the enhancements.

5.4 TEST PLANS

Test plans should include documents explaining Test Plans, Test Cases and Test Scripts.

5.5 PROJECT CLOSEOUT MEETINGS AND DOCUMENTATION DELIVERY

Upon completion of the project, the Vendor shall provide a summary of the project.
At a minimum, this summary shall include:

- Project sign-off – Present all documentation as the final milestone for TxDMV acceptance of deliverables for final payment.
- Lessons learned – Conduct a collaborative meeting with the TxDMV PM and Vendor PM for selected TxDMV project members, to discuss issues and observations uncovered during the project; and
- Administrative closure – Close all the open-ends with Finance and Purchasing departments.
- Transition Requirements: These requirements should cover data conversion from existing systems, skill gaps that must be addressed and other changes to reach the desired future state.

5.6 Deliverable Due Dates.

Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the TxDMV PM or designate per change management process.

5.7 Format

All deliverables must be submitted in a format approved by the TxDMV contract manager.

5.8 Acceptance Criteria.

The acceptance of all deliverables will reside with TXDMV's PM. The PM shall maintain a team of advisors in order to ensure the completeness of each stage of the project and that the scope of work has been met. Once a project phase is completed and the vendor provides their report/presentation for review and approval, the PM or Project Sponsor shall either sign off on the approval for the next phase to begin, or reply to the vendor, in writing, advising what tasks must still be accomplished.

Once all project tasks have been completed, the project will enter the handoff/closure stage. During this stage of the project, the vendor will provide their project closure report and project task checklist to TXDMV. The acceptance of this documentation by TXDMV's Project Sponsor will acknowledge acceptance of all project deliverables and that the vendor has met all assigned tasks.

Any discrepancies involving completion of project tasks or disagreement between TXDMV and the chosen vendor will be referred to both organizations' contracting offices for review and discussion.

5.9 Delays.

If the deliverable cannot be provided within the scheduled time frame, the Contractor is required to contact the TxDMV PM in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.

5.10 Revised Schedules.
A request for a revised schedule must be reviewed and approved by the TxDMV PM before placed into effect. Contract Terms and Conditions may dictate penalties, costs, and other actions based on the facts related to the request for a revised schedule.

5.11 Deliverable Reviews.
TxDMV will complete a review of each submitted deliverable within 30 working days from the date of receipt.

5.12 Kickoff Meeting
A kickoff meeting will be held at a location and time selected by TxDMV where the Contractor and its staff will be introduced to TxDMV.

5.13 Delivery Schedule Table

No.	Item / Short Description	SOW Paragraph (3.1, 3.2, or 6)	Due Date	Recipient (Agency or Prime Contractor)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

Section 6 Reports and Meetings.

6.1   The Vendor is required to provide TxDMV PM with **weekly** written progress reports of this project. These are due to the TxDMV PM by the close of business on the specified day each **week** throughout the life of the project or in a regularly scheduled meeting.

6.2   The progress reports shall cover all work performed and completed during the week for which the progress report is provided and shall present the work to be performed during the subsequent week.

6.3   The progress report shall identify any problems encountered or still outstanding with an explanation of the cause of the problem and how the problem will be resolved.

Section 7 Change Management

7.1. All formal requests for changes by TxDMV to the Project Plan shall be submitted in writing by the TxDMV PM to the Vendor PM, and must be within the scope of this original procurement. Any request for work outside the scope of this procurement must be made by a separate procurement process.

7.2. If the Vendor identifies changes to SOW that it believes are required, either extending the project timeline or incurring an additional cost to the TxDMV, it shall immediately notify the TxDMV PM in writing of proposed change and provide an estimate of the additional time and/or cost if within the original scope of this procurement. If the TxDMV agrees with the proposed changes, it will execute a written POCN incorporating those changes.

7.3. A formal POCN is required for a change that would require postponement of the final completion of a single Phase or the complete project.

Section 8 Training

8.1. Required Training**:** Training is required at the end of the implementation of each phase; and also at the end of the implementation of all the phases. The Vendor is expected to be onsite at least twice in each Phase of the product development, to train the TxDMV personnel.

8.2. To facilitate training, TxDMV shall provide facilities for conducting training, and provide access to internet, printing and copying.

8.3. The Vendor shall provide onsite training at TxDMV premises, and the cost of the training, including travel expenses shall be borne by the Vendor. Training shall also include webinars and tele-conference calls, if necessary.

Section 9 Preferences, Evaluation Requirements and Scoring

Only those offers that are deemed to be in compliance with the submission requirements; evaluation requirements; scoring criteria will be evaluated for responsiveness to the state's needs.

9.1 PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.
Check one or more items below to claim a preference under 34 TAC Rule 20.38

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- ☐ Texas Vegetation Native to the Region
- ☐ 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

Vendor must provided documentation indicating how they satisfy the following criteria.

9.2 BEST VALUE PURCHASES

State agencies are responsible for determining "Best Value" when making procurement decisions related to Automated Information Systems (AIS)/Telecommunications component or services. A state agency

may purchase or lease Automated Information Systems(AIS)/Telecommunications component or services directly from a vendor and may negotiate additional terms and conditions to be included in contracts relating to the purchase or lease. This is provided if the purchase or lease is based on the best value available and is in the State's best interest. In determining which products or services are in the State's best interest, the agency shall consider Section 2157.003 of the Texas Government Code.

9.3 VENDOR PERFORMANCE
Information obtained from the Comptroller of Public Accounts' (CPA) Vendor Performance Tracking System at the following link: http://www.cpa.state.tx.us/procurement/prog/vendor_performance/ and the Federal Governments Excluded Parties List System (EPLS) at the following link: https://www.epls.gov/ will be used in evaluating responses to solicitations for deliverables to determine the best value for the state.

9.4 TIME IS OF THE ESSENCE
Time is of the essence for delivering the deliverables as set forth in this Offer.

9.5 SERVICE REQUIREMENTS / RESPONSE
Unrealistic service requirements/response timeline projections may cause the offer to be rejected.

9.6 SCORING MATRIX

Price	100
TOTAL POINTS	**100**

The TxDMV reserves the right to evaluate the Respondent's qualifications based on the information Respondent provides in its response, as well as on factual information the TxDMV finds by doing additional research. For example, the TxDMV may consider information from the CPA Vendor Performance Tracking System (see Section 4.3).

The TxDMV's determination of the Respondent's qualifications shall be final.

Section 10 PRICE FORM

THE FOLLOWING IS FOR THE PURCHASE OF Software Maintenance and Programing Service:

Priority #	Requirement	Price
1.	Provide the capability to generate <u>renewal notices</u>, and the ability to renew fleet registration online.	
2.	Provide the ability to notify and verify <u>HVUT compliance</u> by the motor carrier, each year.	
3.	Provide the capability to make changes to the <u>TPWD Donation</u> field in order to process a donation which is less than $5.00.	
4.	Provide the capability for fleet registrants to enter fleet vehicle data into the system by <u>batch data entry</u>.	
5.	Provide the ability to issue registration to apportioned and multi-user fleet registrants, upon presentation of a complete <u>title application</u> and payment to the department (TxDMV). Title applications and payments will be forwarded to appropriate county offices for processing. The system will then periodically check the Registration and Titling System (RTS) to determine when the title/document number has been issued.	
6.	<u>Modify shipping options</u> to provide the flexibility to charge a fee for shipping.	
7.	<u>Email and/or Text Messaging Notifications</u>: Provide the capability to <u>send emails </u>and/or text messages<u> to registrants</u> notifying them of forthcoming renewals, HVUT payment and documentation reminders, MCS-150 renewal reminders and other account management notifications.	
8.	Provide the capability to issue <u>two license plates</u> to non-traditional apportioned vehicles.	
9.	Provide the capability for the users to <u>enter the insurance data online.</u>	
10.	Provide the ability for the TxIRP customers to obtain temporary (72/144-hour) and single-trip permits from the <u>TxPROS</u> system.	
11.	<u>Rebranding</u>: The TxIRP system shall be rebranded as a market-based solution application by changing the content and the 'look-and-feel' of the landing page.	
12.	Provide the ability to allow TxDMV authorized apportioned motor carriers, multi-year fleet registrants and authorized service providers, to maintain <u>physical inventory of license plates</u>, and self-issue them from their assigned inventories. (See Texas Transportation Code 502.0023.) This functionality will not be activated without legislative authorization.	
13.	Provide the functionality to allow for the reconciliation of the <u>Fund 21 balance</u>.	
14	Any additional itemized costs.	

All documentation (license, maintenance agreements, etc.) that are needed for TxDMV signature must be sent with vendor response.

Section 11 Offer Execution

YOU MUST COMPLETE THE FOLLOWING:

The Texas ID Number is the taxpayer number assigned and used by the CPA.

(PLEASE PRINT)

* TAX NO: _____

* VENDOR NAME: _____

* VENDOR ADDRESS: _____

*VENDOR CITY: _____***STATE:** _____***ZIP:** _____

*VENDOR CONTACT PERSON: _____

_____
* (AUTHORIZED SIGNATURE)

(FAILURE TO SIGN WILL DISQUALIFY OFFER (AUTHORIZED SIGNATURE)

*PHONE NUMBER: _____***FAX NUMBER:** _____

*E-MAIL: _____

 "REQUIRED" must be filled out completely

Section 12 Historically Underutilized Business (HUB) Participation (Bid Package #2)

12.1 Introduction

The TxDMV has determined that HUB subcontracting opportunities are probable. Pursuant to the requirements in Chapter 2161, Texas Government Code, and 34 Texas Administrative Code §20.11, *et seq.*, Respondents must complete the Historically Underutilized Business ("HUB") Subcontracting Plan, which can be located at the following link: http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/ .

Respondents must complete, sign, and return the HUB Subcontracting Plan with its response. Include all subcontractors on the HUB Subcontracting Plan, and whether the subcontractors are a HUB firm. **Failure to submit a signed, compliant HUB Subcontracting Plan will result in the disqualification of Respondent's proposal.**

TxDMV 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. TxDMV encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. TxDMV has adopted administrative rules relating to HUBs, and a Policy on the Utilization of HUBs, which is located on TxDMV's website. Pursuant to Texas Government Code §2161.181 and §2161.182, and TxDMV's HUB policy and rules, TxDMV is required to make a good faith effort to increase HUB participation in its contracts. TxDMV may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

12.2 HUB Participation Goal

TxDMV has determined that subcontracting opportunities are probable for this RFP. As a result, the Respondent's must submit an HSP with its proposal. The HSP is required whether a Respondent's intends to subcontract or not.

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

During the good faith effort evaluation, TxDMV may, at its discretion, allow clarifications or enhancements to information submitted with the HSP.

FLEET PLUS RFO

STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. BIDDING REQUIREMENTS:

1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.

1.03. Bids must be time stamped at Texas Department of Motor Vehicles on or before the hour and date specified for the bid opening.

1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.

1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.

1.06. Bid prices are requested to be firm for TxDMV acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.

1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.

1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TxDMV based on an acceptable written reason.

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

1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.

1.11. Consistent and continued tie bidding could cause rejection of bids by the TxDMV and/or investigation for antitrust violations.

1.12. The telephone number for FAX submission of bids is 1-512-465-7532. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

1.13. Inquiries pertaining to this solicitation must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

2.02. Unless otherwise specified, items shall be new and unused and of current production.

2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.

2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this solicitation.

2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

3. TIE BIDS:

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

4. DELIVERY:

4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

4.02. If delay is foreseen, bidder shall give written notice to the TxDMV. Bidder must keep the TxDMV advised at all times of status of order.

4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TxDMV to purchase the goods or services of this solicitation elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.

4.04. No substitutions permitted without written approval of TxDMV.

4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

5. INSPECTION AND TESTS:

All goods will be subject to inspection and test by the State. Authorized TxDMV personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid

or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT:
A response to this solicitation is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through the issuance of a purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. PAYMENT:
Bidder shall submit an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

8. PATENTS, TRADEMARKS, OR COPYRIGHTS:
Bidder agrees to defend and indemnify the TxDMV and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TXDMV's or the State's use of any good or service provided by the bidder as a result of this solicitation.

9. BIDDER ASSIGNMENTS:
Bidder hereby assigns to the TxDMV any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

10. BIDDER AFFIRMATIONS:
Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.01. The bidder 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 bid.

10.02. Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.03. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

10.04. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this solicitation is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.05. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this solicitation shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TxDMV under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

10.06. Pursuant to §669.003, Gov't Code, TxDMV may not enter into a contract with a person who employs a current or former executive head of any state agency until four years has passed since that person was the executive head of the state agency. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of any state agency in the past four years. If bidder does employ a person who was the executive head of a state agency, provide the following information:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

10.07. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

10.08. Bidder certifies that the bidding 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 bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not

listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

10.09. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.

10.10. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this solicitation are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.

10.11. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TxDMV under the solicitation and any resulting contract, if any, and that bidder's provision of the requested items under the solicitation and any resulting contract, if any, would not reasonably create an appearance of impropriety.

11. NOTE TO BIDDER:
If bidder takes any exceptions to any provisions of the solicitation, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the solicitation and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire solicitation. If any bidder takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.

12. PROTEST PROCEDURES:
Any actual or prospective bidder who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TxDMV's rules at 43 TAC Rule 210.2.

13. DISPUTE RESOLUTION:
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the bidder to attempt to resolve any dispute arising under any contract resulting from this solicitation.

14. NON-APPROPRIATION OF FUNDS:
Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TxDMV, either in whole or in part, subject to the availability of state funds. TxDMV is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TxDMV becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TxDMV's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TxDMV will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TxDMV will not be required to give prior notice.

15. TEXAS PUBLIC INFORMATION ACT:
Notwithstanding any provisions of this solicitation to the contrary, bidder understands that TxDMV will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TxDMV any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this solicitation. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

16. CONFLICT OF INTEREST:
Under §2155.003, Gov't Code, a TxDMV employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TxDMV or purchasers of other state agencies.

17. FORCE MAJEURE:
Neither bidder nor TxDMV shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this solicitation 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.

18. INDEPENDENT CONTRACTOR:
Bidder is and shall remain an independent contractor in relationship to the TxDMV. The TxDMV shall not be responsible for withholding taxes from payments made under any contract resulting from this solicitation. Bidder shall have no claim against the TxDMV for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

19. INDEMNIFICATION:
Bidder shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and TxDMV, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of bidder or any agent, employee, subcontractor, or supplier of bidder in the execution or performance of any contract with bidder resulting from this solicitation. Bidder shall coordinate its defense

with the Texas Attorney General as requested by TxDMV. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or TxDMV for any claims or liabilities resulting from the negligent acts or omissions of TxDMV or its employees.

20.   **RIGHT TO AUDIT:**

In addition to and without limitation on the other audit provisions of this solicitation, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder 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 bidder 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 bidder 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. This solicitation or any contract resulting from this solicitation may be amended unilaterally by TxDMV to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

21.   **NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:**

Bidder must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this contract, without the express, prior written approval of TxDMV, and then only in accordance with explicit written instructions from TxDMV. Bidder must not use the name of the State of Texas or TxDMV in any advertisement, promotion or otherwise for any purpose regarding this contract without the express prior written consent of TxDMV. TxDMV is not authorized to provide endorsements.

22.   **CRIMINAL HISTORY BACKGROUND**

Awarded vendor must have its project personnel submit to a criminal history background check, if required by TxDMV. If TxDMV requires a fingerprint-based criminal history background check, awarded vendor must not allow personnel to work on the project who have not successfully completed a criminal history background check and who do not otherwise maintain a TxDMV security clearance. In addition, TxDMV has the right to prevent the Awarded vendor's personnel from gaining access to the TxDMV building(s) and computer systems if TxDMV determines that such personnel do not pass the background check or fail to otherwise maintain a TxDMV security clearance.

23.   **ACCESSIBILITY**

ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Respondent shall provide TxDMV 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). Respondents not listed with the "Buy Accessible Wizard" or supplying a URL to the VPAT must provide TxDMV 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/.

24.   **VULNERABILITY TESTING**

Texas Administrative Code, Title 1, Part 10, Chapter 217, Subchapter B, Rule §217.12

(a)   Effective December 1, 2010, a contract for the purchase or lease of network hardware or network software entered into by a state agency, after compliance with Chapter 212 of this title (relating to Purchases of Commodity Items), is required to contain the following certification to be completed by vendors, including manufacturers and resellers:

Vendor hereby certifies that the network hardware or software, as applicable, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with §2059.060, Texas Government Code.

(b) The required independent certification testing of network hardware or software for vulnerabilities must be conducted against established standards under maximum load conditions in accordance with published performance claims of a hardware or software manufacturer, as applicable. Testable performance claims are quantifiable metrics provided by the manufacturer that include, but are not limited to, maximum bandwidth, maximum processing speed, average response times, or number of simultaneous connections.

(c) At its discretion, a state agency may request supporting information from a vendor related to the independent certification testing for known and relevant vulnerabilities.

(d) A contract for the purchase or lease of network hardware or network software is exempt from the certification requirement in subsection (a) of this section if one of the following circumstances exists:

(1) No independent certification testing standards have been established for applicable network hardware or network software;

(2) An independent testing laboratory that is able to perform independent certification testing of applicable network hardware or software for vulnerabilities does not exist;

(3) The contract is the result of an emergency procurement as defined in §2155.137, Texas Government Code;

(4) A state agency head, or his or her designated representative(s), who determines that it is in the best interests of the state agency to proceed with a purchase or lease of network hardware or software, grants an exemption to the certification requirement in subsection (a) of this section. Each exemption must provide a justification for the exemption, including relevant cost avoidance, reduction of undue burden, the intended usage or risk assessment of potential vulnerabilities.

25.   **STATUTORY REPORTING REQUIREMENTS**

Pursuant to Government Code 322.020 state agencies must report certain major contracts and their contents to the Legislative Budget Board (LBB). The LBB posts major contracts and their contents onto a public database. Submission of

contract materials, regardless of confidentiality indications in the contract materials, will be considered the Contractor's recognition of the stated statute and the Contractor's consent to the Department's submission to LBB for publication.

26.   **REDACTED DOCUMENTS**

Awarded Vendor is required to include electronically, a redacted copy of the Awarded Vendor's proposal with specified private information removed, plus an overview of the nature of the information removed.

Texas Department *of* Motor Vehicles
HELPING TEXANS GO. HELPING TEXAS GROW.

ATTACHMENT A

FLEET MANAGEMENT AND MARKET-BASED SOLUTIONS (FLEET PLUS)

PRIORITIZED BUSINESS & STAKEHOLDER REQUIREMENTS

JUNE 06, 2012

Table of Contents

I.   Business Requirements Prioritized by MCD & VTR

The Fleet Plus Business Requirements were re-prioritized, in a Joint Application Development (JAD) session conducted on June 06, 2012, by MCD and VTR divisions.
Following are the requirements, prioritized in a descending order:

Priority #	Business Requirement
1.	Provide the capability to generate renewal notices, and the ability to renew fleet registration online.
2.	Provide the ability to notify and verify HVUT compliance by the motor carrier, each year.
3.	Provide the capability to make changes to the TPWD Donation field in order to process a donation which is less than $5.00.
4.	Provide the capability for fleet registrants to enter fleet vehicle data into the system by batch data entry.
5.	Provide the ability to issue registration to apportioned and multi-user fleet registrants, upon presentation of a complete title application and payment to the department (TxDMV). Title applications and payments will be forwarded to appropriate county offices for processing. The system will then periodically check the Registration and Titling System (RTS) to determine when the title/document number has been issued.
6.	Modify shipping options to provide the flexibility to charge a fee for shipping.
7.	Email and/or Text Messaging Notifications: Provide the capability to send emails and/or text messages to registrants notifying them of forthcoming renewals, HVUT payment and documentation reminders, MCS-150 renewal reminders and other account management notifications.
8.	Provide the capability to issue two license plates to non-traditional apportioned vehicles.
9.	Provide the capability for the users, to enter the insurance data online.
10.	Provide the ability for the TxIRP customers to obtain temporary (72/144-hour and Single-Trip) permits from TxPROS system.
11.	Rebranding (Look & Feel portion only): The TxIRP system shall be rebranded as a market-based solution application, by changing the content and the 'look-and-feel' of the landing page.
12.	Provide the ability to allow TxDMV authorized apportioned motor carriers, multi-year fleet registrants and authorized service providers, to maintain physical inventory of license plates, and self-issue them from their assigned inventories. (See Texas Transportation Code 502.0023.) This functionality will not be activated without legislative authorization.
13.	Provide the functionality to allow for the reconciliation of the Fund 21 balance.

II.   Stakeholder Requirements Description

The Stakeholder requirements are *granular* statements of the needs of a particular stakeholder or class of stakeholders. They describe the needs that a given stakeholder has and how that stakeholder will interact with the proposed solution. Stakeholder requirements serve as a bridge between business requirements and the various solution requirements (aka functional and non-functional requirements). The following stakeholder requirements were proposed by Commercial Fleet Services of the Motor Carrier Division, and shall be implemented in three releases. *All the requirements are considered as "Must have" by Commercial Fleet Services.*

These requirements were prioritized for implementation, using a strategy called **MoSCoW** Strategy. MoSCoW was used because; it helps identify each requirement, either as a Must have, Should have, Could have or Won't have.   ("Won't have" in this strategy, vis-à-vis "High, Medium Low" strategy, helps delete the requirements that are not approved.) These stakeholder requirements were identified after a series of user interviews with the stakeholders, and business requirements analyses.

(Disclaimer: These stakeholder requirements are not Functional Requirements per se, though they start with "The system shall…".   Both business and system terms were deliberately used to decompose the Business Requirements into these Stakeholder requirements.)

III.   Detailed Stakeholder Requirements

1) *Provide the capability to generate <u>renewal notices</u>, and the ability to renew fleet registration online.*

S/N	Stakeholder Requirement
1a.	The system shall provide the capability to generate renewal notices.
1b.	The system shall send an email, asking the customer to update account information, 75 days prior to the expiration date.
1c.	The system shall allow the users (renewal) to make any changes online to the fleet, and establish a new extended registration date for the fleet.
1d.	The email shall be configurable by the TxDMV user (who has the read/write rights).
1e.	The system shall provide the capability to renew the fleet registration online.
1f.	The system shall trigger the plate request process to order the new plates from Huntsville (plate manufacturing site).
1g.	The system shall generate reports with expired registration date.
1h	The system shall use the first date after the expiration date, as the effective date of new registration period.
1i	The system shall allow users to choose an expiration date between 1 year and 8 years.

2) *Provide the ability to <u>notify and verify HVUT compliance</u> by the motor carrier, each year.*

S/N	Stakeholder Requirement
2a.	The system shall query TxIRP's database (2290 database) to determine the eligibility of the vehicles (if they are over 55,000 lbs.) for fleet registration, on July 1, August 1, September 1 and October 1 of each year.
2b.	The system shall send 'Required Documentation' notice to customers who have not provided the HVUT documentation.
2c.	The system shall provide the ability to generate a final letter after the delinquency date, and email/mail it to the user informing that the vehicle's registration is now

	invalid.
2d.	The system shall generate monthly exception reports, listing fleets missing proof of HVUT.

3) *The system shall provide the capability to make changes to the* <u>*TPWD Donation*</u> *field in order to process a donation which is less than $5.00.*

S/N	Stakeholder Requirement
3a.	The system shall allow the customer to donate less than $5.00 to Texas Parks and Wildlife (TPWD), when the customer registers at a TxDMV office.
3b.	The system shall remain as-is, if the customer registers online.

4) *Provide the capability for fleet registrants to enter fleet vehicle data into the system by* <u>*batch data entry*</u>.

S/N	Stakeholder Requirement
4a.	The system shall allow uploading a list of vehicles information electronically, by accepting different file types.
4b.	The system shall allow entering a list of vehicle information using "cut-and-paste" into the input format.
4c.	The system shall provide the capability to edit and re-submit data from the first load exception error report.
4d.	`The system shall provide the capability to batch process the fleet data, without placing a limit on the number of vehicles in the fleet (re-write, if necessary).
4e.	The system shall provide a detailed exception report outlining errors for uploaded vehicles.

5) *Provide the ability to issue registration to apportioned and multi-year fleet registrants, upon presentation of a complete* <u>*title application*</u> *and payment to the department. Title applications and payments will be forwarded to appropriate county offices for processing. The system will then periodically check the RTS to determine when the title/document number has been issued.*

S/N	Stakeholder Requirement
5a.	The system shall allow qualified *apportioned motor carrier* applicants to register vehicles, once they applied for the title application and provided all the required documents to the designated TxDMV offices.
5b.	The system shall allow qualified *multi-year fleet registrants* to register vehicles, once they have applied for the title application and provided all the required documents to the designated TxDMV offices.
5c.	The titling process shall provide the capability to forward title applications and payments to county offices for processing.
5d.	The system shall develop an audit process that will regularly query RTS for the "Title Applied For" status. This process will query RTS to see if the title has been completed and populate TxIRP with the Title information.
5e.	The system shall develop exception reports for vehicles not showing evidence of a title in RTS after a pre-determined period of time and provide letter generating capability.

6) *Modify shipping options* to provide the flexibility to charge a fee for shipping.

S/N	Stakeholder Requirement
6a.	The system shall provide the capability to charge for shipping of license plates.
6b.	The system shall, on the shipping option screen, provide the capability to see the address the plates will be shipped to. (For token and fleet shipping, this is the shipping address. For other fleet types, this is the mailing address.)
6c.	The system shall allow the user to specify an alternate address for shipping.
6d.	The system shall show more than one shipment for an application. [In case of token trailer fleets, there may be a shipment from the region, and another shipment from Huntsville (plate manufacturing site).]
6e.	The system shall have the shipping option field on payment page as 'read only'.

7) *Email and/or Text Messaging Notifications: Provide the capability to send emails and/or text messages to registrants notifying them of forthcoming renewals, HVUT payment and*

documentation reminders, MCS-150 renewal reminders and other account management notifications.

S/N	Stakeholder Requirement
7a.	The system shall provide the capability to send emails and/or text messages to registrants notifying them of forthcoming renewals.
7b.	The system shall provide the capability to send emails and/or text messages to registrants notifying them of HVUT payment and documentation reminders.
7c.	The system shall provide the capability to send emails and/or text messages to registrants notifying them of MCS-150 renewal reminders.
7d.	The system shall provide the capability to send emails and/or text messages to registrants informing them of account management notifications.
7e.	The system shall verify the email addresses and telephone numbers before validating and saving into the system.
7f.	The system shall have the capability to configure the frequency of the emails and/or text messages, and set the trigger to send various types of emails and/or text messages.
7g.	The system shall have the capability to create contact management features for each account, instead of per fleet.
7h.	The system shall track and record all out-going emails and/or text messages.

8) *Provide the capability to issue <u>two license plates</u> to non-traditional apportioned vehicles. (Non-traditional vehicles are pick-ups and buses.)*

S/N	Stakeholder Requirement
8a.	The system shall allow the issuance of two license plates to Truck (TK) and Bus (BS) vehicle types, by modifying the plate inventory module (in TxIRP).

9) *Provide the capability for the users to <u>enter the insurance data online</u>.*

S/N	Stakeholder Requirement
9a.	The system shall allow the user to enter the insurance information.
9b.	The system shall allow for multiple insurers.

9c.	The system shall generate audit reports.
9d.	The system shall allow users to retrieve, store and print the manually entered insurance information.

10) *TxPROS link: Provide the ability for the TxIRP customers to obtain temporary (72/144-hour and single-trip) permits from <u>TxPROS</u> system.*

S/N	Stakeholder Requirement
10a.	The system shall allow the user to navigate to TxPROS website, for the purpose of obtaining a 72/144-hour and Single-Trip permits, by clicking on a hyperlink located on the TxIRP login page.
10b.	The system shall allow the user to navigate to TxPROS website, for the purpose of obtaining an Oversize/Overweight permit, by clicking on a hyperlink located on the TxIRP login page.
10c.	The TxPROS system shall include a short-and-simplified application form on the landing page for the motor carriers coming from TxIRP website, to purchase a 72/144-hour or Single-Trip permit.
10d.	The TxPROS system shall intimate and allow TxIRP team to verify insurance of the motor carriers purchase the permit.
10e.	The TxPROS system shall allow TxIRP team to approve and issue 72/144-hour or Single-Trip permit to motor carriers coming from TxIRP website.
10f.	The TxPROS system shall provide the ability to generate various monthly canned user reports.

11) <u>*Rebranding*</u>: *The TxIRP system shall be rebranded as a market-based solution application by changing the content and the 'look-and-feel' of the landing page.*

S/N	Stakeholder Requirement
11a.	The system's TxIRP logo and name shall be replaced with the more generic 'all-encompassing' logo and name, 'Fleet Plus'.
11b.	The new logo shall be applicable to all relevant programs such as, Multi-Year Fleet, Token Trailer Plate, Forestry, Rental Trailers, TxIRP and TxPROS.
11c.	The system shall provide the capability for the user to navigate to all related programs, such as, Multi-Year Fleet, Token Trailer Plate, Forestry, Rental

Trailers, TxIRP and TxPROS, from the landing page itself.

12) *Provide the ability to allow TxDMV authorized apportioned motor carriers, multi-year fleet registrants and authorized service providers, to maintain <u>physical inventory of license plates</u>, and self-issue them from their assigned inventories. (See Texas Transportation Code 502.0023.) This functionality will not be activated without legislative authorization.*

S/N	Stakeholder Requirement
12a.	The system shall allow TxDMV authorized apportioned motor carriers to maintain a limited plate inventory in their locations.
12b.	The system shall allow multi-year fleet registrants to maintain a limited plate inventory in their locations.
12c.	The system shall allow authorized service providers to maintain a limited plate inventory in their locations.
12d.	The system shall allow TxDMV authorized apportioned motor carriers to self-issue plates from their assigned inventories.
12e.	The system shall allow multi-year fleet registrants to self-issue plates from their assigned inventories.
12f.	The system shall allow authorized service providers to self-issue plates from their assigned inventories.
12g.	The system shall provide audit and reporting functionality to track the assigned plate inventory.
12h.	The system shall only assign inventory to the motor carriers who satisfy all the required documentation.
12i.	The system shall allow the handling of different fleet type inventories per customer.
12j.	The system shall allow only one central inventory location per customer.

13) *Provide functionality to allow for the reconciliation of the <u>Fund 21</u> balance.*

S/N	Stakeholder Requirement
13a.	The system shall generate specific and on-demand reports to facilitate the Fund 21 reconciliation.