DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS

DIR PR NO.	DEPARTMENT OF INFORMATION RESOURCES	DATE ISSUED
405-26R0007224	DBITS-PRICING REQUEST (PR)	11/05/2026

DPS IT- Implementation Services Contract

Respondent must submit electronic responses no later than 5:00 P.M. Central Time on 11/19/2026 to the following address or via the DPS Online Bid Room. DPS_Solicit_Response@dps.texas.gov Attention: 405-26R0007224 DPS is not currently accepting any in-person Pricing Request responses. DPS will only accept electronic responses received by the date and time stated in this Pricing Request. DPS will not consider a hard copy response.	FOR INFORMATION CONTACT: Kristy Watts, CTCD, CTCM Contract Administrator PHONE: (512) 424-2448 EMAIL: kristy.watts@dps.texas.gov

RESPONSE (Respondent must fully complete)

DISCOUNT FOR PROMPT PAYMENT:➔	**10 DAYS** **%**	**20 DAYS** **%**	**30 DAYS** **%**	**___ DAYS** **%**
NAME AND ADDRESS OF RESPONDENT:➔				

RESPONSE DATE	**EMAIL AND TELEPHONE NO. (Include area code)**
SIGNATURE OF AUTHORIZED REPRESENTATIVE	**NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**
RESPONDENT'S DIR MASTER CONTRACT NUMBER	**This PR is issued in accordance with Respondent's DIR Master Contract, including the DIR Terms and Conditions, and the DPS Contract. Unit prices will govern in the event of extension errors.**

CERTIFICATION, DISQUALIFICATION, AND REMEDIES

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

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

FAILURE TO SIGN WILL DEEM THE RESPONSE NON-RESPONSIVE.

TERM, PRICING, AND FUNDING

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

DPS may require continued performance of any services within the scope and at the rates specified in the Contract. DPS reserves the right to extend the Contract by written notification to Contractor for no more than 6 months at the end of the Contract term for the purpose of re-advertising the commodity or service, awarding a new Contract, or transitioning into a new Contract.

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

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SECTION A—DEFINITIONS

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

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

"Business Hours" means 8:00 a.m. to 5:00 p.m. Central Time.

"Contract" means this formal, written, and legally enforceable agreement between DPS and Contractor.

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

"Date of Award" means the date the Contract is fully executed.

"Days" means calendar days unless otherwise specified.

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

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

"Parties" means Contractor and DPS.

"Respondent" means the individual, business entity, or organization that submits a response in response to this Pricing Request with intent to contract with DPS.

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

SECTION B—SERVICES AND PRICES

B.1 PRICING REQUIREMENTS

B.1.1 Pricing Instructions

A. Respondent must submit proposed pricing on the Mandatory Pricing Schedule that includes all costs, fees, licenses, and all expenses for Contractor's delivery and performance of the commodities or services requested. The final contracted pricing and payment structure will represent Contractor's sole compensation under the Contract. DPS guarantees no minimum compensation under the Contract.

B. DPS will negotiate pricing prior to award of the Contract if the pricing offered appears that it may not be best value to DPS.

C. Contractor must deliver and provide the commodities and services described in compliance with all requirements of the Contract on a no minimum, as needed, as requested basis. Notwithstanding anything else to the contrary in the Contract, DPS will not make any payments of any amount to Contractor or any other entity or person, and Contractor will not submit any invoices, until Contractor has received approval from DPS's Contract Monitor specifically stating that DPS accepts the commodities or services, and Contractor is authorized to submit an invoice. If DPS does not accept the commodities or services, the Contract will involve no payments of any type for any amount.

B.2 INVOICE REQUIREMENTS

A. Invoices are Contractor's billing for commodities or services rendered. DPS will pay Contractor based on itemized invoices submitted to and approved by DPS. The invoices must be itemized and clearly identify the actual commodities and services provided.

B. Contractor's invoice must include the following: the Contract/Purchase Order number, the remittance address, and any prompt payment discount offered. Contractor must email the invoice to the Contract Monitor listed in the Contract and to apinvoices@dps.texas.gov.

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

B.3 PAYMENTS

A. DPS recommends that Vendor receive payments by electronic funds transfer (EFT), also known as direct deposit. If Vendor elects to be set up for direct deposit payment, Vendor must submit a completed Direct Deposit Authorization Form (74-176).

B. Regardless as to whether Direct Deposit is chosen, Vendor must submit a completed Application for Texas Identification Number (AP-152) and Request for Taxpayer Identification Number and Certifications (W-9) Form with its response.

C. If Vendor has previously submitted a completed Direct Deposit Authorization Form and Request for Taxpayer Identification Number and Certifications Form to DPS for another separate contract, Vendor is not required to submit another form.

B.4 MANDATORY PRICING SCHEDULE

Respondent must submit pricing within the table below replicating, as necessary, in this exact format. The price should be all inclusive for the professional IT services, technical expertise, and project management capabilities necessary to plan, design, implement, and support IT solutions for each specified level of effort.

Item No.	Description	QTY	UOM	MSRP	Discount %	Net Price	Extended Price
1	Large Level of Effort Project	1	EA	$	%	$	$
2	Medium Level of Effort Project	1	EA	$	%	$	$
3	Small Level of Effort Project	1	EA	$	%	$	$
						TOTAL	**$**

SECTION C - STATEMENT OF WORK

C.1 INTRODUCTION

The Texas Department of Public Safety (DPS) submits the following DIR DBITS Pricing Request to solicit responses from qualified and experienced vendors to provide Information Technology (IT) project services in support of DPS's strategic and operational objectives. The selected vendor will furnish professional IT services, technical expertise, and project management capabilities necessary to plan, design, implement, and support IT solutions to enhance business efficiency, security, and performance. Any software, licensing, or hardware required for a project implementation would be procured by DPS separately from the scope of this contract.

C.2 SCOPE – INTRODUCTION/OVERVIEW

The Texas Department of Public Safety (DPS) seeks vendor pricing for small-, medium-, and large-scale/enterprise-level projects involving the modernization and/or replacement of mission-critical systems and supporting infrastructure.

C.2.A - The project is classified as a Large Level of Effort (LOE) due to:

1. Enterprise-wide/Multiple major division operational impact
    a) Alters core business operations
    b) Replaces or significantly modernizes mission-critical systems
    c) Affects statewide law enforcement functions or public services

2. Multi-year implementation timeline (12-36+ months) and/or involves phased statewide rollouts.

3. High Complexity
    a) Integration across multiple systems and Divisions
    b) Data migrations of large datasets
    c) Significant cybersecurity and architecture considerations
    d) May require custom development

4. High Risk
    a) Operational disruption
    b) Public Safety impact
    c) High visibility/Legislative oversight and reporting
    d) CJIS and Cyber security compliance implications

C.2.B - The project is classified as a Medium Level of Effort (LOE) due to:

1. Multiple division operational impact

a) Involves moderate system configuration or integration
b) Does not require enterprise-wide system replacement
c) May include some custom development but not full scale system architecture redesign

2. Implementation timeline is approximately 6-12 months

3. Moderate Complexity
   a) Enhance or modify existing systems
   b) Adds integrations between 1-3 systems
   c) Limited infrastructure modifications
   d) Data migrations of small datasets
   e) Does not require major cybersecurity and/or architecture considerations

4. Moderate technical, schedule, and data sensitivity/compliance requirements

C.2.C - The project is classified as a Small Level of Effort (LOE) due to:

1. Single division operational impact
2. Involves minor system configuration or integration
3. Does not include custom development
4. Implementation timeline is less than 6 months
5. Low Complexity/Low risk

The Vendor must provide comprehensive services necessary to plan, design, implement, test, deploy, and support the solution in accordance with DPS standards and applicable State of Texas requirements.

C.2.D - Address of Delivery or Performance

Department of Public Safety Headquarters
5805 N. Lamar Blvd
Austin, TX 78752

Any work completed at the Department of Public Safety (DPS) Headquarters remains at DPS's sole discretion. Performance of services at this location is strictly contingent upon prior written authorization and clearance from the designated Contract Monitor.

The Department of Public Safety (DPS) shall bear no responsibility, financial or otherwise, for any expenses incurred in connection with travel, lodging, or subsistence required for the delivery and performance of the products and services specified within this Purchase Request (PR). All such costs shall be borne solely by the Contractor.

C.3 TRANSITION

Vendor-produced products and reports are provided as "owner furnished." If DPS awards a contract to a new contractor, or if DPS decides to maintain the work product itself, Contractor must work with DPS and any new contractor to transition the contract to the new vendor or to DPS smoothly and seamlessly. Contractor will develop a transition plan upon request by DPS. DPS must approve the transition plan before implementation. DPS will not release the final invoice until the Contractor has successfully transitioned all systems and work to DPS.

C.4 DPS PERSONNEL

C.4.1 DPS's Contract Administrator

A. The Contract Administrator for administration of the Contract is Kristy Watts.

B. The telephone number for the Contract Administrator is 512-424-2448.

C. The email address is Kristy.Watts@dps.texas.gov.

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

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

C.4.2 DPS's Contract Monitor

A. The Contract Monitor for the Contract is Jennifer Stanley.

B. The telephone number for the Contract Monitor is 512-424-0396.

C. The email address is Jennifer.Stanley@dps.texas.gov.

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

C.4.3 DPS's Project Manager

A. The Project Manager for the Contract is Heather Perez.

B. The telephone number for the Project Manager is 512-424-7139.

C. The email address is Heather.Perez@dps.texas.gov.

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

C.5 VETERAN HEROES UNITED IN BUSINESS (VETHUB) PARTICIPATION

By submitting a response, Respondent warrants compliance with its DIR master contract HUB requirements, including submitting its DIR SP to DPS with its response and submitting a progress assessment report (PAR) to DPS every month. Vendor's subcontractor must be on the DIR-approved SP for Vendor's DIR master contract before a subcontractor may provide any goods or services.

C.6 INSURANCE REQUIRED UNDER THE CONTRACT

By submitting a response, Respondent warrants compliance with its DIR master contract insurance requirements.

C.7 PROJECT MANAGEMENT REQUIREMENTS

C.7.1 Project Management Standards

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

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

DPS follows the Project Management Body of Knowledge (PMBOK), although Contractor may use alternative methodologies for project management if DPS agrees in writing.

Contractor must deliver the documents listed below, and any other documents requested by DPS, to the DPS project manager during project implementation after Contract award.

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

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

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

C.7.2 PM DELIVERABLES

Contractor must conduct, within ten days of any contracted implementation, a project kickoff meeting that is the first meeting held with stakeholders and team members to define the project deliverables and activities.

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

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

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

1. Project Schedule—This schedule defines the timeline for the project and must include the following details, unless a modification is agreed upon in writing:
    a) Revision date of Project Schedule
    b) A detailed list of tasks
    c) All key project deliverables
    d) Ownership of task (listing the resource(s) that will address each task)
    e) An estimate of the amount of work for each task in hours
    f) An estimate of the duration of time (from start to finish) for each task in days
    g) Resources assigned to each task
    h) Projected start and finish dates for each task
    i) Dependencies between tasks
    j) Dependencies on external entities
    k) Project milestone indicators

2. Project Plan—This document defines the plan to carry out the project and must contain the following information, unless a modification is agreed upon in writing:
    a) Approach for Discovery and Design
    b) Implementation Methodology
    c) Project Overview Description
    d) Roles and Responsibilities Matrix that identifies who is responsible, accountable, consulted, informed and approver for all project deliverables
    e) Communication Plan that defines how communication will be conducted, with who, when and how often
    f) Escalation Plan that defines the process for informing leadership
    g) Milestone Schedule
    h) Project Assumptions, Project Dependencies and Project Constraints
    i) Requirements Development and Management Plan, which describes how the work of requirements development and management will be conducted for a specific program or project
    j) Defect Management Plan including how defects/issues will be tracked and escalated
    k) Risk Management Plan that includes Risk Identification, Risk Assessment, Risk Mitigation Plan, Risk Mitigation Implementation, Monitor and Control
    l) As a supporting document to the Risk Management Plan, a Risk Register must be provided which includes a list of all the risks, date risk raised, description of risk, importance of risk (high, medium, minor based on probability), owner of the risk, status of the risk, description of the status, description of the mitigation, date of closure, reason for closure
    m) Quality Management Plan that identifies how quality expectations and measurements for the project will be met
    n) Operations and Transition Plan that identifies the transition of knowledge for the project or product to the operations or support team. Include activities and timelines for transferring the knowledge to the appropriate support teams
    o) Project Close Out that identifies the process or activities associated with finalizing the hand off of the project deliverables to the business team and completing the administrative aspects of closing the project

3. Business Requirements Document (BRD) identifies and details the business requirements and provides a gap analysis.
4. Software Requirements Specification (SRS) that describes the software system to be developed.
5. Requirements Development and Management Plan that describes how Contractor will conduct work of requirements development and management for a specific program or project.
6. Functional Specification (FS) document that details system functionality for all Commercial off the Shelf (COTS) solutions.

7. System Design Description (SDD) that explains the technical architecture design and includes the following:
    a) Interface Control Document (ICD) that identifies the system interfaces
    b) Network/Architecture Diagram (NAD) that documents the system architecture and network layers
    c) Platform Specification (PS) document that identifies third party hardware and software for servers being delivered to DPS or placed in DPS Data Center
8. System Security Document (SSD) that details security features.
9. Data Migration Plan that includes Data File Definitions/Data Dictionary and details the process for transferring data between computer storage types or file formats.
10. Configuration Document that details all configuration changes made to the software application or hardware.
11. Training Plan that identifies the plan for training the resources affected by the project, level of training provided, audiences, high level schedule, the outline of who will deliver training and when and where the training will occur. It must include training material and tools used to provide training.
12. Quality Assurance Test Plan and results detailing the system and data testing required for system acceptability.
13. User Acceptance Testing (UAT) detailing the testing required for real scenarios, according to specifications.
14. If applicable, Pilot Plan that details the feasibility study or experimental trial of the project. The Pilot Plan will be conducted on a smaller scale, for a shorter period of time to allow DPS to learn how the project might work in practice.
15. Go-Live Plan that details the first day the system will be in production.
16. Implementation Plan that details the execution of the system to include the method, design, model, specification, standard, or policy for implementing the system into production.
17. Validation Plan that defines how the system was tested and the results of the testing.
18. Rollback Plan that defines the plan and process to return to the original state before the system was put into production.
19. Release Notes that define any updates or changes to the system.
20. Operations Support Manual that defines the operating procedures for DPS.

C.8 CYBER SECURITY CONTRACT REQUIREMENTS

Contractor must comply with the requirements found in the Cyber Security Contract Requirements Exhibit for all projects completed as a result of this contract. To the extent that any language in the Contract conflicts with the Cyber Security Contract Requirements Exhibit, the Cyber Security Contract Requirements Exhibit takes precedence.

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

For hosted services implemented using a third-party cloud services provider, Contractor must deploy in an environment certified by TX-RAMP at the defined impact level per the project specifications, and maintain program compliance and certification throughout the term of the contract. If CJIS data is being processed, stored, or transmitted, Contractor must deploy in an environment which meets CJIS requirements based on the current CJIS Security Policy (CJISSECPOL).

C.9 CRIMINAL HISTORY BACKGROUND CHECK

A. Contractor's project personnel must submit to a fingerprint-based Criminal History Background Investigation, at Contractor's expense. To facilitate this Criminal History Background Investigation, each person must complete DPS Contractor Background Information form (HR-22), which DPS will provide.

B. If required under the Contract, Contractor will not allow personnel who have not submitted to and successfully completed DPS fingerprint-based Criminal History Background Investigation and who do not otherwise maintain a DPS security clearance to work on the Contract. DPS has the right to prevent Contractor's personnel from gaining access to DPS building(s) and computer systems if DPS determines that such personnel do not pass the background check or fail to otherwise maintain DPS security clearance.

C. When required, Contractor's Project Manager will provide the following to DPS Contract Monitor no later than ten days of executing the Contract:

    1. the completed Contractor Background Information form (HR-22) for all proposed personnel; and
    2. acceptable fingerprints for all proposed personnel.

D. Throughout the term of the Contract, DPS may require Contractor personnel to submit an annual DPS fingerprint-based Criminal History Background Investigation to DPS.

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

C.10 INFORMATION TECHNOLOGY STANDARDS AND REQUIREMENTS

Contractor must comply with the requirements found in the IT Standards and Requirements Exhibit for all projects completed as a result of this contract.

C.11 FBI CJIS SECURITY ADDENDUM

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

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

SECTION D—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS

D.1 RESPONSE PREPARATION INSTRUCTIONS

A. As designated in the cover page of this solicitation, responses may only be submitted via the email address stated or the DPS Online Bid Room utilizing the procedures in the DPS Online Bid Room Vendor Exhibit. DPS encourages the use of the DPS Online Bid Room for the convenience of the respondents. Submission through both methods is not required.

B. As designated in the cover page of this solicitation, responses may only be submitted via the email address stated or the DPS Online Bid Room utilizing the procedures in the DPS Online Bid Room Vendor Exhibit. DPS encourages the use of the DPS Online Bid Room for the convenience of the respondents. Submission through both methods is not required.

C. These instructions are designed to help ensure Respondent submits all relevant information in its response.

D. Responses must be prepared in accordance with these instructions providing all required information in the format specified.

E. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for considering the response non-responsive unless stated otherwise within this Pricing Request.

F. Responses must use a sans serif 12-point font (such as Arial or Calibri) on an 8-1/2" x 11" format (except for graphic information being requested). Respondent's response must be paginated, contain a full table of contents, and have component sections clearly identified.

G. DPS must receive responses no later than the deadline established in this Pricing Request and submitted to the submission email or DPS Online Bid Room listed on page 1.

H. Respondent must ensure that its response is clearly labeled.

I. Respondent must submit only material directly pertinent to the requirements of this Pricing Request. Extraneous narrative, elaborate brochures, uninformative public relations material, and other similar documents may not be submitted.

J. Respondent must submit all pertinent information directly within its response, information submitted as an internet link is considered non-responsive. Respondent must submit documentation or information within the response.

D.2 PRICING REQUEST ADDENDA

A. No later than the established Pricing Request deadline, Respondents must acknowledge receipt of all Pricing Request addenda by signing and returning the addenda, identifying the addenda number and date.

B. Respondent's failure to timely acknowledge addenda may subject its response to rejection.

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

A. DPS will not consider any response received at the designated email address or DPS Online Bid Room after the specified date and time.

B. Respondent cannot amend its response and DPS will not accept an amended response after closing date and time. If Respondent wants to amend its response, Respondent must amend prior to the closing date and time.

C. Respondent must clearly identify any alterations made before closing time through its authorized representative.

D. Alterations made before closing time will be initialed by Respondent or its authorized representative.

E. No responses can be withdrawn after closing date and time without approval by DPS. Should a Respondent, after closing time, request its response be withdrawn, Respondent must email the request to the Contact Administrator listed in the Pricing Request.

F. DPS is not responsible for submissions delivered to DPS after the date and time stated on page 1 of this Pricing Request. It is the Respondent's responsibility to ensure that it submits, and that DPS receives, its complete response timely. DPS recommends that Respondent submit their complete response well in advance of the due date and time stated on page 1 of this Pricing Request.

G. DPS takes no responsibility for electronic responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any DPS anti-virus or other security software. Therefore, DPS recommends confirming receipt.

H. Submission via the DPS Online Bid Room will receive submission confirmation through the system. If confirmation is received through the DPS Online Bid Room, no additional confirmation of receipt is required.

D.4 RESPONSE ACCEPTANCE PERIOD

A. All responses will be valid for 180 days after the Pricing Request opening date and will constitute an irrevocable response to DPS for the 180-day period.

B. Such period may be extended beyond the 180 days upon mutual written agreement of both parties.

D.5 CONTRACT AWARD

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

D.6 DPS'S RIGHTS

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

B. Waiver of deviations in any response will not constitute a modification of this Pricing Request and will not preclude DPS from asserting all rights against Respondent for failure to fully comply with all terms and conditions of this Pricing Request. Copyrighted responses are unacceptable and are subject to being considered non-responsive. DPS reserves the right to make any corrections or include additional requirements in the resulting contract prior to issuance which are necessary for DPS compliance, as an agency of the State of Texas, with all state and federal requirements. DPS reserves the right to consider any response non-responsive which asserts any copyright on any DPS-created form which is specifically designated by this Pricing Request to be a form that will be completed and included in a response submitted in response to this Pricing Request.

C. DPS reserves the right to reject any one response or all responses or portions of responses submitted in response to this Pricing Request.

D. The submission of a response has the effect of waiving proprietary rights or confidentiality.

E. All responses and any content provided by the Respondent are considered the property of DPS for use for the life of any resulting contract as determined by DPS with respect to the scope of the project.

F. DPS is not liable for any costs or damages that may be incurred by Respondents in the preparation, formulation, or presentation of a response.

G. In case of ambiguity or lack of clarity, DPS may adopt such interpretations as may be advantageous to DPS.

H. DPS reserves the right to withdraw this Pricing Request at any time for any reason.

I. DPS reserves the right to award no contract and to request additional responses at a later time.

J. DPS incurs no obligation regarding this Pricing Request unless and until a contract is fully executed by the parties. However, all responses received by DPS will remain confidential until the evaluation process is complete.

K. DPS will not hold a public response opening event.

D.7 RESPONSE SUBMISSION INSTRUCTIONS

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

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

A. Pricing Request, page 1 (with any signed addenda)

B. Information and Certifications Form;

C. A Redacted Pricing Request and Contract response if applicable;

D. Direct Deposit Authorization Form (74-176), completed if choosing direct deposit as a possible payment option;

E. Request for Taxpayer Identification Number and Certifications (W-9);

F. Documentation from the appropriate state entity that indicates that Respondent is properly certified to conduct business in the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Account Status from the Comptroller of Public Accounts).

D.7.2 Volume Two – Information Section

A. Cover Page: List name and address of Respondent, date of response, Pricing Request identifier, and signature of authorized official.

B. Introduction: Clear expression of who Respondent is, to include an outline of organizational capabilities, goals, project management process approach, business process management design, other previous accolades, and a listing of all subcontractors.

C. Information Sheet: Including all information required of Respondent and any subcontractors.
   1. Name and address (including telephone number) of Respondent and all subcontractors.
   2. Business form of Respondent and its subcontractors (e.g., corporation, partnership).
   3. Date and state of incorporation.
   4. Names and addresses of principal officers, directors, or partners.
   5. A résumé of key personnel who will be providing services in any resulting contract, both Respondent and subcontractor employees. These résumés should include the percentage of time each person will dedicate to any resulting contract. The response will include key project personnel as follows:

      a. Demonstrated experience in providing the services requested in this Pricing Request for each key project personnel.
      b. Résumés for key personnel assigned to any resulting contract will include: project management experience, supervisory experience, business process experience, application languages, hardware installation abilities, software upgrade experience, programming skills/abilities, data formats for each qualifying project.
         1) Name
         2) Title (current)
         3) Education
         4) Experience related to projects the staff member was directly involved in:
         5) Project(s) Scope:
            a) Role
            b) Related specific technical qualification experience
            c) Start and completion dates (must include MM/DD/20YY)
            d) Specific work to be performed or deliverables to be provided under the Contract.

D. Respondent must identify and provide in its response a minimum of three references relating to past contracts or projects that are similar in size and scope for each level of effort size project. Respondent must provide, at a minimum, the name, email address, phone number, and title for each reference provided. Additionally, Respondent must provide project begin and end dates, brief descriptions of deliverables, overall costs, and scope of work performed.

E. Organizational, biographical, and Financial Rating information for the Respondent and all proposed third parties and subcontractors, if applicable.

F. Project Schedule and Plan: A project schedule and plan will be required for all projects completed under this contract. Provide an example of a plan and schedule for a large level of effort project.

G. Respondent must specifically address, within its response, the requests for information as detailed throughout this Pricing Request. Respondent is responsible for ensuring that all such information is included within its response.

H. Respondent is encouraged to provide a response narrative for each section and subsection, in the format in which requirements are presented, in sufficient detail to clearly demonstrate Respondent's compliance with all requirements of this Pricing Request, both technical and administrative. Supplemental justification or documentation can be provided as attachments. Respondent must ensure that all material submitted should be directly pertinent to the requirements of this Pricing Request and will be formatted as to the specific requirement as delineated in this Pricing Request.

I. Electronic and Information Resources (EIR) Accessibility. Respondent must provide documentation of the voluntary product accessibility template (VPAT) Voluntary Product Accessibility Template (VPAT™) | Section508.gov (including accessibility conformance reports or vendor accessibility development services questionnaire as applicable) and Section 508 and EIR compliance for all components of the proposed goods or services. See Tex. Gov't Code Chapter 2054, Subchapter M; 1 Tex. Admin. Code Chapter 213; and 1 Tex. Admin. Code Chapter 206; and WCAG 2.0 AA (current and as subsequently amended). VPAT is a vendor-generated statement (using the required template) that provides relevant information on how a vendor's product or service claims to conform to the Section 508 Standards.

J. Business Continuity and Disaster Recovery Plan. Respondent must submit, with its response, descriptions of its business continuity and disaster recovery plan and processes. If DPS awards a Contract under this Pricing Request, Contractor must submit, within ten days from Contract award, its plans regarding how Respondent will protect DPS's vital state records throughout the life of the Contract and for any record retention period required beyond the life of the Contract. The plans must include specific actions Contractor will take to meet DPS's essential function recovery times and the related artifacts for the methodologies, tests, and exercises used to validate its business continuity and disaster recovery plan. DPS may reasonably require Contractor to amend its business continuity and disaster recovery plan (based on DPS's dependence or necessity on the particular good or service).

K. Assumptions. No assumptions should be included in a response. All issues or questions that might be advanced or addressed by way of assumption should be submitted to DPS. The inclusion of assumptions in a proposal may result in a Respondent not being awarded a contract.

D.7.3 Volume Three – Cost and Pricing Response

Respondent must provide pricing in the required Mandatory Pricing Schedule format.

D.8 DISCUSSION AND CORRESPONDENCE

A. Respondent must communicate and ask questions concerning this Pricing Request, including any of a technical nature, in writing only to the Contract Administrator listed on page 1 or via the DPS Online Bid Room and in accordance with any required deadlines.

B. DPS will provide written responses to the questions.

C. Respondent should rely only on the written information provided in this manner. Respondent is specifically cautioned against relying on any oral information.

D. Respondent is specifically prohibited from making contact with any DPS personnel other than the Contract Administrator involved in this Pricing Request for discussing its responses.

E. The responsiveness of each response will be evaluated upon the written instructions provided by throughout this Pricing Request and as described in Section E, Evaluation Criteria.

F. Unauthorized contact with DPS personnel by any Respondent may result in DPS considering Respondent's response non-responsive in its entirety.

D.9 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT

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

If it is necessary for Respondent to include proprietary or otherwise confidential information in its response or other submitted information, Respondent must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire response is protected from

disclosure because it contains some proprietary information is not acceptable, and will make the entire response subject to release under the PIA.

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

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

A. A complete copy of all of Respondent's submissions under this Pricing Request. Respondent must mark this copy's documents with "Complete Response Documents, [Respondent's Name], DPS PRICING REQUEST [PR Number]. CONTAINS CONFIDENTIAL INFORMATION."

B. A complete copy of all of Respondent's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This copy must also contain an Appendix, which contains clear references to all redacted information including a general description of the redacted information. Respondent must mark this copy's documents with "For Public Release: Redacted Version of [Respondent's Name], DPS PRICING REQUEST [PR Number]."

D.10 AGENCY POSTING OF CONTRACTS

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

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

D.11 ANTICIPATED SCHEDULE OF EVENTS

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

11/05/2026	--	Pricing Request sent to DIR Vendors
11/12/2026	5:00 PM CST	Last day to submit written questions for clarification to DPS
11/16/2026	5:00 PM CST	Estimated date for DPS to respond to questions
11/19/2026	Time	Deadline for DPS to receive responses
1/01/2027	--	Anticipated date of Contract Award

DPS reserves the right, in its sole discretion, to change the above dates. Notices of changes to items directly impacting the original Pricing Request process will be sent by DPS's Contract Administrator and via the DPS Online Bid Room. Questions regarding this Pricing Request must be in writing and must be submitted to DPS's Contract Administrator or via the DPS Online Bid Room by the date and time noted in the table listed in this Pricing Request. DPS will not accept anything questions submitted through the above means. DPS intends to send answers to these questions to Vendors on or before the date and time noted in the table listed in this Pricing Request. Respondent is solely responsible for verifying DPS's timely receipt of its questions by the stated deadlines.

SECTION E—EVALUATION CRITERIA

DPS will evaluate responses in accordance with the best value standards in Tex. Gov't Code §§ 2155.074, 2155.075, 2157.003, and 2157.125. DPS will award the Contract to the most responsive, responsible Vendor, if any, meeting all PR specifications and based on DPS's sole determination of best value under all statutorily listed criteria. DPS reserves the right to make an award that serves the best interest of the state.

A Respondent's past performance will be measured in accordance with applicable provisions of Texas Gov't Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may fail this selection criterion for any of the following conditions:

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

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

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

SECTION F—LIST OF EXHIBITS
By number and title

F.1 Information and Certifications Form

F.2 Change Order Request Form

F.3 Change Order Acceptance Form

F.4 Final Acceptance Form

F.5 DPS IT Standards and Requirements

F.6 Cyber Security Contract Requirements

F.7 CJIS Security Addendum and Certifications

F.8 Direct Deposit Authorization Form (74-176)

F.9 Request for Taxpayer Identification Number and Certifications (W-9)

F.10 Vendor Exceptions Form

F11 DPS Online Bid Room Vendor Information