# Texas Department of Insurance
## Business Unit # 45400
## Purchase Order # 17-0465

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **VNDR** PCC: **G** Date: **10/06/16** PO Method: **DG** Dispatch: **Dispatch Via Print** Rev Dt:

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** HDI Solutions LLC
PO Box 529
Auburn AL 36831-0529
**United States**

**Ship To:** 2F0032 - Cameron Rd - Warehouse
7915 Cameron Road
Austin TX 78754
United States

**Bill To:** Attn: Acctng - Mail Code 108-3A
P. O. Box 149104
Austin TX 78714-9104
United States

**Vendor ID**: 1453797665 7

**Purchaser:** Denise Walch
**Phone:** 512/676-6153
**Fax:** 512/463-6159
**Email:** denise.walch@tdi.texas.gov

**Fax:**
**Email:** Invoices@tdi.texas.gov

**PO Information:**

10-06-16: This PO is cut pursuant to 2.17.3 of RFO #11-SKM-TxSure VIV, TexasSure Vehicle Insurance Verification, which was incorporated into the contract with HDI Solutions, Inc. (Contract No. 454-11-0001). Original contract ended 08/31/15, but under Section 2.17.3 (Turnover Delays) of RFO, Contractor must continue services during transition period until new contract is awarded.

Section 2.17.3, titled "Turnover Delays" states "In the event delays prevent the Selected Respondent from providing turnover services to TDI or the subsequent vendor prior to the expiration of the contract, Selected Respondent shall continue to provide all services on a month-to-month basis at the current costs to the State. TDI and the State will not be responsible for any payments to the Selected Respondent where the Selected Respondent fails to act in good faith, cooperate, or work with TDI in the turnover phase resulting in delays. TDI further reserves the right to pursue any and all applicable rights and remedies in the event of any delays in the turnover phase."

The terms and conditions of this PO are dictated by the Terms and Conditions in the original agreement (Contract No. 454-11-0001), pursuant to RFO #11-SKM-TxSure VIV.

Invoicing: To ensure prompt payment, the vendor must include the following information on all invoices:
(1). the above-referenced PO Number;
(2). the above-referenced Vendor ID Number, and
(3). any other relevant information that will confirm purchase.

Failure to comply may cause a delay in the payment process or cause invoice to be returned. Email all invoices to invoices@tdi.texas.gov

Certification: The terms of the contract are considered complete and payment can be made when the terms and conditions of the order have been met and the goods/services have been certified.

**Authorized Signature**

CTCM

**10/07/2016**

# Texas Department of Insurance
## Business Unit # 45400
## Purchase Order # 17-0465

| Line-Sch | Line Description | Class/Item | Quantity | UOM | Unit Price | Extended Amt | Due Date |
|---|---|---|---|---|---|---|---|
| 1- 1 | Operations and Maintenance Services by HDI Solutions, LLC for TexasSure Vehicle Insurance Verification for FY2017. Contact Melissa Burkhart with questions. (See PO #16-0220) | 920/39 | 12.0000 | MO | $198,606.00 | $2,383,272.00 | 10/06/2016 |

**Schedule Total** $2,383,272.00

ReqID:
0000015953

Services for Operations and Maintenance - Contract term ended August 31, 2015; however, RFO Section 2.17.3 Turnover Delays requires the contractor to continue all services on a month-to-month basis as the current costs to the State.

**Item Total for Line # 1** $2,383,272.00

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 2- 1 | HDI Solutions, LLC for TexasSure Software Licensing Fee. Contact Melissa Burkhart with questions. FY15 FUNDS (See PO #16-0220) | 920/39 | 7.0000 | MO | $166,619.00 | $1,166,333.00 | 10/06/2016 |

**Schedule Total** $1,166,333.00

ReqID:
0000015953

FROM FY15 FUNDS
Software Licensing Fee - Contract term ended August 31, 2015; however, RFO Section 2.17.3 Turnover Delays requires the contractor to continue all services on a month-to-month basis as the current costs to the State.

**Item Total for Line # 2** $1,166,333.00

**Authorized Signature**

CTCM

**10/07/2016**

# Texas Department of Insurance
## Business Unit # 45400
## Purchase Order # 17-0465

| Line-Sch | Line Description | Class/Item | Quantity | UOM | Unit Price | Extended Amt | Due Date |
|---|---|---|---|---|---|---|---|
| 3- 1 | HDI Solutions, LLC for TexasSure<br>Software Licensing Fee.<br>Contact<br>Melissa Burkhart with questions.<br>FY17 FUNDS<br>(See PO #16-0220) | 963/57 | 5.0000 | MO | $166,619.00 | $833,095.00 | 10/06/2016 |

**Schedule Total** $833,095.00

ReqID:
0000015953

FROM FY17 FUNDS

Software Licensing Fee - Contract term ended August 31, 2015; however, RFO Section 2.17.3 Turnover Delays requires the contractor to continue all services on a month-to-month basis as the current costs to the State.

**Item Total for Line # 3** $833,095.00

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 4- 1 | Miscellaneous Postage for spoilage<br>for the TexasSure notices.<br>(See PO #16-0220) | 920/39 | 12.0000 | MO | $800.00 | $9,600.00 | 10/06/2016 |

**Schedule Total** $9,600.00

ReqID:
0000015953

Vendor: USPS Postmaster
Payable to:
USPS Postmaster
Attn: Mailing Requirements Office
401 Tom andry Hwy., RM 735
Dallas, TX 75208

**Item Total for Line # 4** $9,600.00

**Total PO Amount** $4,392,300.00

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

The Purchase Order Terms and Conditions can be found at:

http://www.tdi.texas.gov/general/aspurch.html

**Authorized Signature**

CTCM

**10/07/2016**

# Texas Department of Insurance
**Business Unit # 45400**
**Purchase Order # 17-0465**

**Authorized Signature**

CTCM

**10/07/2016**

**Texas Department of Insurance Contract No.: 454-11-00001**

**TEXASSURE VEHICLE INSURANCE VERIFICATION**
**between the**
**TEXAS DEPARTMENT OF INSURANCE,**
**TEXAS DEPARTMENT OF INFORMATION RESOURCES,**
**TEXAS DEPARTMENT OF MOTOR VEHICLES**
**TEXAS DEPARTMENT OF PUBLIC SAFETY**
**and**
**HDI SOLUTIONS, INC.**

**Executed June 2, 2011**

# ***CONTRACT NOTICE:***

**Portions or the whole of this contract may be protected by and subject to restrictions based upon, patent, copyright, trademarks or trade secrets or the content may contain proprietary or confidential information or a claim by contractor of proprietary, confidential or trade secret information.**

**No person shall make a copy, duplicate, facsimile, scan, nor in any manner or by any method copy, duplicate, scan or distribute a copy of this contract, nor share it with any unauthorized person, whether in whole or in part, without specific authorization from the Texas Department of Insurance Legal Counsel.**

**TDI Contract No. 454-11-00001**
**TEXASSURE VEHICLE INSURANCE VERIFICATION**
**between the**
**TEXAS DEPARTMENT OF INSURANCE,**
**TEXAS DEPARTMENT OF INFORMATION RESOURCES,**
**TEXAS DEPARTMENT OF MOTOR VEHICLES,**
**TEXAS DEPARTMENT OF PUBLIC SAFETY**
**and**
**HDI SOLUTIONS, INC.**

This Agreement ("Agreement") is made by and between the Texas Department of Insurance, an agency of the State of Texas (hereinafter "TDI") with its principal place of business at 333 Guadalupe, Austin, Texas 78701; the Texas Department of Information Resources, an agency of the State of Texas (hereinafter "DIR") with its principal place of business at 300 West 15th St., Suite 1300, Austin, Texas 78701; the Texas Department of Public Safety, an agency of the State of Texas (hereinafter "DPS") with its principal place of business at 5805 North Lamar Boulevard, Austin, Texas 78752-4422; the Texas Department of Motor Vehicles, an agency of the State of Texas (hereinafter "TxDMV") with its principal place of business at 4000 Jackson Avenue, Austin, Texas 78731 and HDI Solutions, Inc., with its principal place of business at 1510 Pumphrey Avenue, Auburn, Alabama 36832, hereinafter referred to as "Contractor."

## RECITALS

**Whereas**, on July 1, 2010, TDI issued a Request for Offers ("RFO") from qualified firms or entities to provide services for TexasSure Vehicle Insurance Verification; and

**Whereas**, Contractor submitted an Offer in response to the RFO on November 8, 2010; and

**Whereas**, following a review and evaluation of submitted proposals, TDI awarded contract to Contractor.

In consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

## 1. AUTHORITY

The authority for this Agreement is Chapter 601 of the Transportation Code.

For ease of administration of this Agreement, the implementing agencies appoint TDI as their manager of the contract and agent for communications with Contractor. TDI accepts this appointment and shall act as the contract manager on their behalf and as the single point of contact with Contractor. TDI shall communicate those matters it is directed to after consultation and concurrence of all implementing agencies. When used in this Agreement, the term TDI is understood to mean TDI, for and on behalf of the implementing agencies, unless the context provides that TDI means only TDI, such as in Appendix A of the RFO.

## 2. SERVICES

**2.01. Services.** Contractor will provide to TDI all of the services and other deliverables as described in and in the manner required by the following documents:

(1) this 53 (pp) page document, including Attachments 1 through 8;
(2) Exhibit A – TDI's RFO and Addenda;
(3) Exhibit B – Contractor's Proposal Response, including any clarifications;
(4) Exhibit C – TDI's Request for Best and Final Offer (BAFO) to Contractor dated December 17, 2010;
(5) Exhibit D – Contractor's response to BAFO dated December 28, 2010; and
(6) Exhibit E – Contractor's itemized pricing dated April 11, 2011.

As stated in Section 2.5 of the RFO, in the event that Service 2 – Web Services is not implemented at the time of contract award, Contractor shall not develop this service until TDI has obtained commitment from five (5) insurance companies to utilize the Web Services system, or until TDI otherwise notifies Contractor to proceed. This service will be implemented solely at TDI's discretion. Web Services are not included as part of this Agreement and may be added to this Agreement pursuant to a contract amendment.

All of the above are attached to and incorporated as part of this Contract for all purposes. In the case of conflicts between this 53 (pp) page document and any of the exhibits, the following indicates the order of priority:

(1) this 53 (pp) page document, including Attachments 1 through 8;
(2) Exhibit A – TDI's RFO and Addenda;
(3) Exhibit E – Contractor's Itemized Pricing dated April 11, 2011;
(4) Exhibit C – TDI's Request for Best and Final Offer (BAFO) to Contractor dated December 17, 2010;
(5) Exhibit D – Contractor's Response to BAFO dated December 28, 2010; and
(6) Exhibit B – Contractor's Proposal Response, including any clarifications.

**2.02. General Provisions.** Contractor will provide services to TDI under this Agreement in accordance with the requirements set forth in this Agreement and as more specifically described in the RFO. Contractor will provide all other services reasonably related to the above services.

**2.03. Scope of Work.** Contractor shall deliver the work products, deliverables, and services by the dates as set forth in the Statement of Work (hereinafter "SOW"), which shall be developed, reviewed, and mutually agreed to by all parties. The SOW shall be incorporated by reference in this Agreement for all purposes as Contract Attachment 1. The SOW shall be governed by the terms and conditions of this Agreement. No term or condition in the SOW can modify a term or condition of this Agreement. The SOW will contain the following: a detailed description of the services to be provided by Contractor; deliverables; criteria for acceptance of the deliverables; project timelines; milestones; and payment milestones, including amounts and any required documentation. Contractor must deliver each deliverable and complete each milestone identified in the SOW by the listed deadline.

## 3. CONTRACT AMOUNT

Subject to appropriations by the Texas Legislature, the total amount of the original term of this Agreement shall not exceed TEN MILLION ONE HUNDRED SEVENTY FOUR THOUSAND SIX

HUNDRED THIRTY THREE U.S. Dollars ($10,174,633.00). Payment milestones for development of TexasSure are set forth in the SOW.

Contractor's fees shall not exceed the fees set forth in Contract Exhibit E to this Agreement, which is attached hereto and incorporated by reference. With regard to hardware and software obtained during the term of the contract, TDI understands that hardware and software may be obtained by Contractor at the reasonable, fair market value; such fees must be pre-approved by TDI.

Costs incurred by Contractor for participation in the public procurement process, including the discussion phase and contract negotiations, are the sole responsibility of Contractor.

Contractor will be compensated only for services actually authorized and approved by TDI in writing and in compliance with this Agreement. Contractor has no rights to compensation or any other rights or benefits except as expressly provided in this Agreement. The State will neither pay nor reimburse Contractor for any costs related to travel or living expenses in association with this Agreement.

Except as otherwise instructed in RFO Section 3.17.1, Contractor shall submit invoices to TDI for certification. The invoices must be accompanied by documentation to support payment. A sample invoice is included as Contract Attachment 3. Following review by TDI, a certified invoice or invoices will be presented to the designated State agency for payment. Upon TDI's certification that services by the Contractor have been performed in accordance with the terms of this Agreement, the designated State agency will make any contract payments to the Contractor from the State funds dedicated to this project. Payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

If this Agreement is terminated early for cause or convenience, the State shall pay the Contractor for products and services provided by Contractor through the date of termination so long as TDI has accepted such products and services according to the terms of this Agreement.

## 4. TERM

The term of this Agreement shall begin on execution of the contract and continue through August 31, 2013. TDI, in its sole discretion, may extend the contract for up to two (2) years, in such length(s) of time as may be agreed between the parties. In the event of any contract renewal, the scope of services and deliverable dates may be negotiated.

Notwithstanding the termination or expiration of this Agreement, the provisions regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, and warranties shall survive the termination or expiration dates of this Agreement.

At the end of the contract term or the termination of the contract for any reason, Contractor agrees to transition TexasSure operations to TDI or a subsequent vendor in accordance with RFO Section 2.17.

## 5. NOTIFICATION

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments made pursuant to this Agreement shall be in writing and shall be deemed received on: (i) the date of delivery if delivered by email, facsimile transmission or hand delivered, or (ii)

three business days after being mailed via United States Postal Service by registered or certified mail. All notices under this Agreement shall be sent to a party at the respective address indicated below or to such other address as such party shall have notified the other party in writing.

If sent to the State:

Melissa M. Burkhart, TexasSure Coordinator
Texas Department of Insurance
333 Guadalupe, MC 105-5C
Austin, Texas 78701
Phone: (512) 305-7201
Facsimile: (512) 463-6122
Email: melissa.burkhart@tdi.state.tx.us

If sent to the Vendor:

Jim Wilkerson
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
Phone: (334) 466-3025
Facsimile: (800) 390-6021
Email: jim.wilkerson@hdisolutions.com

TDI shall be responsible for notifying other state implementing agencies.

## 6. CRIMINAL JUSTICE INFORMATION SYSTEM SECURITY POLICY

The Criminal Justice Information System (CJIS) Security Addendum appended hereto as Contract Attachment 4 is incorporated by reference and made a part hereof as if fully appearing herein. Contractor is required to adhere to the CJIS Security Addendum as part of this Agreement. Contractor must ensure that their employees adhere to the CJIS Security Policy and CJIS Security Addendum as it now exists and as it is hereafter amended. Contractor Employees who fail to comply with the CJIS Security Policy and the CJIS Security Addendum will not be permitted to perform work under this Agreement.

## 7. TxDMV INFORMATION SECURITY POLICY

Information obtained from TxDMV's motor vehicle records may only be used by Contractor and/or its subcontractors and affiliates and their respective employees to perform the duties described in the SOW. TxDMV will avail itself of any remedies at law against the vendor and/or its subcontractors and affiliates, jointly and severally, and deem any other use a breach of contract and may terminate the Contractor's, its subcontractors' and affiliates' access to motor vehicle records as a result of any unauthorized use.

## 8. CONFIDENTIALITY OF DATA

Data provided by TxDMV and DPS is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws. Contractor and all applicable employees are required to sign Contract Attachment 5, "Non-Disclosure Agreement." Contractor is further required to sign Contract Attachment 6, "Texas Department of Public Safety Agreement for Purchasing Driver Record Information in Bulk"; Contract Attachment 7, "Texas Department of Public Safety, Purchasers Information Form for Purchasing Driver Record Information in Bulk"; and Contract Attachment 8, "Service Contract to Obtain the Texas Motor Vehicle Title and Registration (VTR) Database". No fees will be charged the Contractor for these services.

Contractor is required to obtain applicable signatures from each Web services insurer, to include signatures on Contract Attachment 6, Contract Attachment 7, and Contract Attachment

8. Contractor is required to hold Web services insurers responsible for disclosure restrictions and privacy protections required by TxDMV and DPS.

## 9. AFFIRMATIONS AND CERTIFICATIONS

Contractor certifies that it is in compliance with the certifications and affirmations in Section 1.11.1 of the RFO and agrees to such certifications and affirmations.

## 10. MISCELLANEOUS

**10.01. Multiple Original Contracts.** The parties shall sign this Agreement in as many counterparts as may reasonably be necessary. Each counterpart shall contain original signatures of the parties and shall constitute an original, but together, all counterparts shall constitute only one (1) Agreement.

**10.02. Headings.** The paragraph and section headings used herein are descriptive only and shall have no legal force or effect whatsoever.

## 11. ATTACHMENTS AND EXHIBITS

The Attachments and Exhibits to this Agreement, which are incorporated by reference, include the following:

Contract Attachment 1 – Statement of Work;

Contract Attachment 2 – Pricing;

Contract Attachment 3 – Sample Invoice;

Contract Attachment 4 – CJIS Security Addendum;

Contract Attachment 5 – TexasSure Non-Disclosure Agreement;

Contract Attachment 6 – Texas Department of Public Safety Agreement for Purchasing Driver Record Information in Bulk;

Contract Attachment 7 – Texas Department of Public Safety, Purchasers Information Form for Purchasing Driver Record Information in Bulk;

Contract Attachment 8 – Texas Department of Motor Vehicles Service Contract to Obtain the Texas Motor Vehicle Title and Registration (VTR) Database;

Contract Exhibit A – TDI RFO No. 11-SKM-TxSure VIV and Addenda;

Contract Exhibit B – Contractor's Response and any clarifications to TDI RFO No. 11-SKM-TxSure VIV;

Contract Exhibit C – TDI's Request for Best and Final Offer (BAFO) to Contractor dated December 17, 2010;

Contract Exhibit D – Contractor's Response to BAFO dated December 28, 2010; and

Contract Exhibit E – Contractor's Itemized Pricing dated April 11, 2011.

**By the signatures below, each signatory represents and warrants that they have the authority to enter into this Agreement on behalf of the respective parties.**

**HDI SOLUTIONS, INC.**
Authorized By: _____
Guy R. DiBenedetto, Jr.
President and CEO
Date: May 13, 2011

**TEXAS DEPARTMENT OF INSURANCE**
Authorized By: _____
Karen A. Phillips CWR
Chief of Staff
Date: 6/2/11

**TEXAS DEPARTMENT OF INFORMATION RESOURCES**
Authorized By: Cindy Reed
Cindy Reed
Deputy Executive Director, Operations & Statewide Technology Resourcing
Date: 5/25/11
Legal: _____ 5/24/11

**TEXAS DEPARTMENT OF MOTOR VEHICLES**
Authorized By: _____
Edward Serna
Executive Director
Date: 5/18/2011

**TEXAS DEPARTMENT OF PUBLIC SAFETY**
Authorized By: _____
Steven C. McCraw or his designee
Executive Director
Date: 5/26/11

**Contract Attachment 1**

# Statement of Work

# Statement of Work

## PART A: DEVELOPMENT (DELIVERABLES AND PAYMENTS)

HDI shall continue operation of the existing TexasSure Vehicle Insurance Verification program while developing the required enhancements.

**Testing and Deliverable Acceptance Criteria** (as detailed in RFO Section 2.4.7)
TDI will evaluate and test the program according to the following criteria.

**Testing**
Test planning and execution shall include the following processes, subject to TDI review and approval:

1. HDI shall establish a detailed system test plan;
2. HDI shall establish a process and timeline for testing the system prior to implementation;
3. HDI shall develop test scripts;
4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;
5. HDI shall work with TDI to execute a parallel test of the program;
6. HDI shall perform load testing;
7. HDI shall test the exchange of data with systems external to the insurance verification program; and
8. HDI shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.

TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to HDI. HDI shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2$^{nd}$) acceptance test, HDI will have an additional thirty (30) business days to correct all deficiencies. If the third (3$^{rd}$) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies.

**Deliverable Acceptance Criteria**

1. TDI must have a minimum of ten (10) business days to review final deliverables;
2. HDI shall provide TDI with early drafts or prototypes of deliverables;
3. Acceptance will be achieved under any one of the following conditions:
   a. TDI provides written acceptance of the deliverable during the review period;
   b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or
   c. The deliverable review period expires with no changes requested by TDI.

## A. Service 1 – TexasSure Matching and Query Response Program

### 1. Documentation

Produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. If part of a larger document, documentation for Service 1 must be identified for deliverable completion. These documents must be living documents that will be updated with approval as the project proceeds. HDI shall adhere to the finalized documents during the operation of TexasSure.

a. Project Management Plan
b. Project Work Plan
c. Change Management Plan
d. Quality Management Plan, including procedures for regular Quality Assurance Reports
e. Methodology
f. Detailed Requirements Documentation
g. Training Plan
h. Operating Procedures

Deliverable Acceptance Criteria:

a. Successful completion of all above documentation, and acceptance of documentation by TDI.

Deliverable Payment: $142,500.00

### 2. Database Matching – Vehicles

a. Develop a match process for vehicles insured on commercial auto insurance policies.
b. Identify whether a match is “Strong”, “Medium” or “Weak”
c. Create the Unmatched List
d. Complete VIN Verification of Unmatched List and communicate results to the applicable insurer

Deliverable Acceptance Criteria:

a. Successful completion of all above items.
b. Approval by TDI of match process for vehicles insured on commercial auto insurance policies.
c. Approval by TDI of “Strong”, “Medium” and “Weak” match definitions.
d. Tested and accepted per the Testing and Deliverable Acceptance Criteria

Deliverable Payment: $142,500.00

### 3. Database Matching – Driver Licenses

a. Develop a match algorithm to create the TexasSure Driver License database, merging DPS driver license data with 1)insurance policy information reported by insurance companies, 2)self-insurance reported by DPS, and 3)financial responsibility certificates reported by DPS.
b. Identify whether a match is “Strong”, “Medium” or “Weak”
c. Identify instances of duplicate driver licenses and communicate with insurers in the Driver License Rejection File.

Deliverable Acceptance Criteria:
a. Successful completion of all above items.
b. Approval by TDI of driver license match algorithm results.
c. Approval by TDI of "Strong", "Medium" and "Weak" match definitions.
d. Tested and accepted per the Testing and Deliverable Acceptance Criteria

Deliverable Payment: $142,500.00

**4. Query Response Process**

a. Standard Query Response Process
    i. Ensure adherence to requirements in RFO 11-SKM-TxSURE VIV
b. Non-Standard Query Response / TDI
    i. Provide secure query access via the Web for TDI.
    ii. Query response shall include the following, in addition to the information provided in the Standard Query Response
        1. The last three (3) record changes for the vehicle registration
        2. The last three (3) record changes for the insurance policy on record
        3. The match level (Strong, Medium, Weak)
    iii. Provide the ability to query by additional fields, including insurance company name, and insurance company policy number. Information returned with this query response shall include, but is not limited to:
        1. The insurance policy information submitted by that insurer for that policy
        2. The most recent date that insurance policy record was reported to TexasSure
        3. The vehicle registration record information that the insurance policy record was matched with
        4. The match level (Strong, Medium, Weak)

Deliverable Acceptance Criteria:
a. Successful completion of all above items.
b. Approval, following test, of the non-standard query response process.
c. Tested and accepted per the Testing and Deliverable Acceptance Criteria

Deliverable Payment: $142,500.00

**5. Ongoing Verification Process**

a. Create the Uninsured list, sorted by Last Match Date
b. Incorporate responses from customers in receipt of an Uninsured Notice when compiling the Uninsured list

Deliverable Acceptance Criteria:
a. Successful completion of all above items.
b. Tested and accepted per the Testing and Deliverable Acceptance Criteria

Deliverable Payment: $142,500.00

**6. Report Production**

a. Provide required reports and logs via a secure and password protected Web site. Specific requirements for each report shall be detailed in the project documentation.
b. Reports shall be available for download in Microsoft Excel or .csv file.
c. Ensure full audit capability for each report.
d. Reports include, but are not limited to:
   i. Insurer Reporting Status
   ii. Insurer Reporting Compliance
   iii. Log Files of the various update and reporting processes
   iv. Expired Policy Report
   v. Query Statistics, including quantity, response type, response time, source
   vi. Unmatched Registrations by ZIP
   vii. Driver License Statistics
   viii. Vehicle Registration Statistics
   ix. Program Summary Report
   x. TLETS Transactions per Law Enforcement Agency

Deliverable Acceptance Criteria:
a. Successful completion of all above items.
b. Tested and accepted per the Testing and Deliverable Acceptance Criteria

Deliverable Payment: $142,500.00

**7. Hardware and Software Replacement**

The following equipment will be replaced/upgraded as existing warranties expire, or as dictated by development progress.
a. (4) Dell PowerEdge R610 Servers with dual high end processors
b. (2) Dell PowerEdge R610 Servers with single high end processor
c. (1) Server Rack with system installation
d. (2) SonicWall firewalls
e. (2) Dlink managed switches
f. (2) Cisco routers
g. Progress software licensing
h. NG Balance load balance licensing

Deliverable Acceptance Criteria:
a. Submit a visual inventory.
b. Submit copies of system diagnostic reports, where applicable.
c. Submit copies of all documentation and maintenance agreements for HW.
d. Submit copies of all licenses and maintenance agreements for SW.

Deliverable Payment: $160,688.00
Note: HDI shall submit invoices for equipment as purchased, but not more frequently than monthly.

**B. Service 2 – Web Services**

Optional. May be added by contract amendment.

## C. Service 3 – Customer Notices and Call Center

### 1. Documentation

Produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. If part of a larger document, documentation for Service 3 must be identified for deliverable completion. These documents must be living documents that will be updated with approval as the project proceeds. HDI shall adhere to the finalized documents during the operation of TexasSure.

a. Project Management Plan
b. Project Work Plan
c. Change Management Plan
d. Quality Management Plan, including procedures for regular Quality Assurance Reports
e. Methodology
f. Detailed Requirements Documentation
g. Training Plan
h. Operating Procedures

Deliverable Acceptance Criteria:

a. Successful completion of all above documentation, and acceptance of documentation by TDI.

Deliverable Payment: $37,667.00

### 2. Customer Notices and Call Center

a. Establish a process to send international mail as necessary.
b. Location, Access, and Service
    i. Provide remote access to the call center system to up to four (4) TDI staff. This access must include the ability to research and/or process customer information.
    ii. Provide remote call monitoring capability to up to four (4) TDI Staff.
c. Processing Consumer Responses
    i. Unmatched Notices
        1. Ensure the ability to locate a customer record using the individual case number or reference code, or by using the customer name and address, or VIN.
        2. In the event a match created through the Call Center process must override a match made through the system match process, HDI shall ensure that the original insurance record incorrectly matched to the registration record is included in the Unmatched file.
    ii. Uninsured Notices
        1. Ensure the ability to locate a customer record using the individual case number or reference code, or by using the customer name and address, or VIN.
        2. Establish a coverage confirmation process and procedures in accordance with RFO Section 2.6.2.2.2 items 4, 5 and 6.
        3. Establish a process and procedures in accordance with RFO Section 2.6.2.2.2 item2 6a and 7.

Deliverable Acceptance Criteria:
a. Successful completion of all above items.
b. Tested and accepted per the Testing and Deliverable Acceptance Criteria

Deliverable Payment: $37,666.50

**3. Report Production**

a. Provide required reports and logs via a secure and password protected Web site. Specific requirements for each report shall be detailed in the project documentation.
b. Reports shall be available for download in Microsoft Excel or .csv file.
c. Ensure full audit capability for each report.
d. Reports include, but are not limited to:
    i. Quality Assurance Reports
    ii. Outgoing Letter Statistics
    iii. Letter Response Statistics
    iv. Response Type Statistics
    v. Response Time to Resolution
    vi. Match Detail – Unmatched Responses
    vii. Match Detail – Uninsured Responses with Coverage Confirmation
    viii. Claimed Commercial Auto Insurance Detail
    ix. Claimed Personal Auto Insurance Detail
    x. Claimed Self Insurance Detail
    xi. Call Center Activity Statistics

Deliverable Acceptance Criteria:
a. Successful completion of all above items.
b. Tested and accepted per the Testing and Deliverable Acceptance Criteria

Deliverable Payment: $37,666.50

**4. Hardware and Software Replacement**

The following equipment will be replaced/upgraded as existing warranties expire, or as dictated by development progress.
a. (2) Dell PowerEdge R610 Servers with dual high end processors
b. (2) Dell PowerEdge R610 Servers with single high end processor
c. (2) Dell PowerEdge R710 Servers with dual high end processors
d. (1) Server Rack with system installation
e. (2) SonicWall firewalls
f. (2) Dlink managed switches
g. (1) Smart UPS RT 5000VA uninterruptable power supply
h. Progress software licensing

Deliverable Acceptance Criteria:
a. Submit a visual inventory.
b. Submit copies of system diagnostic reports, where applicable.
c. Submit copies of all documentation and maintenance agreements for HW.
d. Submit copies of all licenses and maintenance agreements for SW.

Deliverable Payment: $100,188.00
Note: HDI shall submit invoices for equipment as purchased, but not more frequently than monthly.

**D. Service 4 – Disaster Recovery**

1. **Disaster Recovery Plan must meet the following criteria:**
   a. A single data center solution is acceptable
   b. Critical time is seven (7) days per week, twenty-four (24) hours per day
   c. Return to Operations (RTO) is within two (2) hours during the critical time period
   d. Recovery Point Objective (RPO) will be the "last data load"
   e. Either a hot site or cold site may be employed to meet the RTO
   f. A minimum weekly backup following the data load

2. **Disaster Recovery Plan must comply with all applicable standards, including the National Institute of Standards and Technology Special Publication 800-34 and 800-66 Section 4.7.**

3. **Disaster Recovery Plan must address the topics as outlined in RFO Section 2.7 item 5.**

   Deliverable Acceptance Criteria (items 1-3):
   a. Successful completion of all above items.
   b. Tested and accepted per the Testing and Deliverable Acceptance Criteria

   Deliverable Payment (items 1-3): $5,000.00

4. **Hardware and Software Replacement**
   The following equipment will be replaced/upgraded as existing warranties expire, or as dictated by development progress.
   a. (1) Dell PowerEdge R610 Servers with dual high end processors
   b. (2) Dell PowerEdge R610 Servers with single high end processor
   c. (1) Dell PowerEdge R710 Servers with dual high end processors
   d. (1) Server Rack with system installation

   Deliverable Acceptance Criteria:
   a. Submit a visual inventory.
   b. Submit copies of system diagnostic reports, where applicable.
   c. Submit copies of all documentation and maintenance agreements for HW.
   d. Submit copies of all licenses and maintenance agreements for SW.

   Deliverable Payment: $40,749.00*
   Note: HDI shall submit invoices for equipment as purchased, but not more frequently than monthly.
   * cost for server dedicated to Service 2 – Web Services not included ($8,406.00)

## PART B: MAINTENANCE AND OPERATIONS

Costs detailed below are effective November 1, 2011.

**A. Service 1 – TexasSure Matching and Query Response Program**

Performance Standards to Meet

1. HDI shall adhere to the requirements as specified in RFO 11-SKM-TxSURE VIV.
2. HDI shall regularly review insurer files for compliance with reporting guidelines, communicate issues with insurers as applicable, and provided related reports to TDI.
    i. Review of each insurer shall occur at least once every year.
3. HDI shall research specific match issues upon request by TDI, and provide a detailed diagnosis within ten (10) business days.
4. HDI shall provide established return files to each insurer following each weekly submission. Additional files may be added as deemed necessary.
5. HDI shall maintain a vehicle match rate of at least ninety-eight percent (98%).
6. HDI shall update the TexasSure database with the most recent data on at least a weekly basis.
7. HDI shall respond to a query within three (3) seconds of receiving the request. The maximum allowable response time is five (5) seconds.
8. The query response process must be available twenty-four (24) hours a day, seven (7) days a week.
9. HDI shall ensure that all TexasSure servers are synchronized and have the same data available to all system users at any given time.
10. HDI shall make required monthly reports available no later than the fifth (5th) business day of each month.
11. HDI shall make the reporting Web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.
12. HDI shall develop ad hoc reports as requested by TDI.
13. HDI shall submit Quality Assurance reports on at least a quarterly basis.

Payment

FY 2012

- Annual Amount: $2,030,508.00
- Monthly Amount: $169,209.00

FY 2013

- Annual Amount: $2,091,420.00
- Monthly Amount: $174,285.00

**B. Service 2 – Web Services**

Optional. May be added by contract amendment.

**C. Service 3 – Customer Notices and Call Center**

Performance Standards to Meet

1. HDI shall adhere to the requirements as specified in RFO 11-SKM-TxSURE VIV.
2. HDI shall issue the first (1st) Unmatched Notice and second (2nd) Unmatched Notice within the established time frame, up to the maximum or established volume.

3. HDI shall issue the first (1st) Uninsured Notice within the established time frame, up to the maximum or established volume.
4. HDI shall adhere to the established priority schedule.
5. HDI shall maintain appropriate staffing levels to meet the following performance standards Monday through Friday, 8 a.m. to 5 p.m., Central Time, Austin, Texas:
    i. An average of eighty percent (80%) of calls answered within sixty (60) seconds; the remaining twenty percent (20%) to be answered within 120 seconds.
    ii. No call will receive a busy signal for the first one hundred (100) calls, or a level defined by HDI and agreed upon by TDI.
    iii. HDI shall provide a response for average wait time for calls on hold.
    iv. Eighty percent (80%) of CSR assisted calls must be answered within sixty (60) seconds of call transfer; the remaining twenty percent (20%) must be answered within 120 seconds.
    v. One hundred percent (100%) of IVR calls must be answered within five (5) seconds of menu selection.
    vi. Access to the website and IVR system must be available twenty-four (24) hours a day, seven (7) days a week.
6. Responses received via IVR, website and mail must be processed within five (5) business days.
7. HDI shall make required monthly reports available no later than the fifth (5th) business day of each month.
8. HDI shall make the reporting Web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.
9. HDI shall develop ad hoc reports as requested by TDI.
10. HDI shall submit Quality Assurance reports on at least a quarterly basis.

Payment

FY 2012

- Annual Amount: $2,440,236.00
- Monthly Amount: $203,353.00

FY 2013

- Annual Amount: $2,513,424.00
- Monthly Amount: $209,452.00

**D. Service 4 – Disaster Recovery**

Performance Standards to Meet

1. HDI shall adhere to the requirements as specified in RFO 11-SKM-TxSURE VIV.
2. HDI shall complete disaster recovery testing within six (6) months after the production date and annually thereafter.
3. HDI shall adhere to the established disaster recovery plan, including business continuity, and back-up and data mirroring methodologies.
4. HDI shall provide reports related to disaster recovery activity on a monthly basis. Content must include statistics related to program back-ups and disaster recovery testing.
5. HDI shall make available required reports no later than the fifth (5th) business day of each month.

6. HDI shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.
7. HDI shall develop ad hoc reports as requested by TDI.

Payment

FY 2012

- Annual Amount: $12,000.00
- Monthly Amount: $1,000.00

FY 2013

- Annual Amount: $12,360.00
- Monthly Amount: $1,030.00

## Contract Attachment 2

# Pricing

# Pricing

**Service 1 – TexasSure Matching and Query Response Program (RFO Section 2.4)**

| | FY 2011 | FY 2012 | FY 2013 | Total PO Term |
|---|---|---|---|---|
| Development | $1,015,688.00 | $0 | $0 | $1,015,688.00 |
| *Hardware* | *$71,063.00* | *$0* | *$0* | *$71,063.00* |
| *Software* | *$89,625.00* | *$0* | *$0* | *$89,625.00* |
| *Labor* | *$855,000.00* | *$0* | *$0* | *$855,000.00* |
| Maintenance | $0 | $0 | $0 | $0 |
| Operations | $0 | $2,030,508.00 | $2,091,420.00 | $4,121,928.00 |
| *Software Licensing* | *$0* | *$1,015,260.00* | *$1,015,260.00* | *$2,030,520.00* |
| *Labor* | *$0* | *$1,015,248.00* | *$1,076,160.00* | *$2,091,408.00* |
| **Total Costs** | **$1,015,688.00** | **$2,030,508.00** | **$2,091,420.00** | **$5,137,616.00** |

**Service 2 – Web Services (RFO Section 2.5)**
**OPTIONAL SERVICES TO BE ADDED BY CONTRACT AMENDMENT**

| | FY 2011 | FY 2012 | FY 2013 | Total PO Term |
|---|---|---|---|---|
| Development | $153,563.00 | $0 | $0 | $153,563.00 |
| *Hardware* | *$16,813.00* | *$0* | *$0* | *$16,813.00* |
| *Software* | *$53,750.00* | *$0* | *$0* | *$53,750.00* |
| *Labor* | *$0* | *$0* | *$0* | *$0* |
| *Company Module* | *$83,000.00* | *$0* | *$0* | *$83,000.00* |
| Maintenance | $0 | $60,000.00 | $61,800.00 | $121,800.00 |
| Operations | $0 | $420,552.00 | $433,164.00 | $853,716.00 |
| *Software Licensing* | *$0* | *$210,276.00* | *$210,276.00* | *$420,552.00* |
| *Labor* | *$0* | *$210,276.00* | *$222,888.00* | *$433,164.00* |
| **Total Costs** | **$153,563.00** | **$480,552.00** | **$494,964.00** | **$1,129,079.00** |

**Service 3 – Customer Notices and Call Center (RFO Section 2.6)**

| | FY 2011 | FY 2012 | FY 2013 | Total PO Term |
|---|---|---|---|---|
| Development | $213,188.00 | $0 | $0 | $213,188.00 |
| *Hardware* | *$65,188.00* | *$0* | *$0* | *$65,188.00* |
| *Software* | *$35,000.00* | *$0* | *$0* | *$35,000.00* |
| *Labor* | *$101,000.00* | *$0* | *$0* | *$101,000.00* |
| *Other Development* | *$12,000.00* | *$0* | *$0* | *$12,000.00* |
| Maintenance | $0 | $0 | $0 | $0 |
| Operations – Customer Notices | $0 | $968,196.00 | $997,224.00 | $1,965,420.00 |
| *Software Licensing* | *$0* | *$248,148.00* | *$248,148.00* | *$496,296.00* |
| *Labor* | *$0* | *$248,148.00* | *$263,028.00* | *$511,176.00* |
| *Postage* | *$0* | *$471,900.00* | *$486,048.00* | *$957,948.00* |
| Operations – Call Center | $0 | $1,472,040.00 | $1,516,200.00 | $2,988,240.00 |
| *Software Licensing* | *$0* | *$736,020.00* | *$736,020.00* | *$1,472,040.00* |
| *Labor* | *$0* | *$736,020.00* | *$780,180.00* | *$1,516,200.00* |
| **Total Costs** | **$213,188.00** | **$2,440,236.00** | **$2,513,424.00** | **$5,166,848.00** |

**Service 4 – Disaster Recovery (RFO Section 2.7)**

| | FY 2011 | FY 2012 | FY 2013 | Total PO Term |
|---|---|---|---|---|
| Development | $54,157.00 | $0 | $0 | $54,157.00 |
| *Hardware* | *$49,157.00** | *$0* | *$0* | *$49,157.00* |
| *Software* | *$0* | *$0* | *$0* | *$0* |
| *Labor* | *$5,000.00* | *$0* | *$0* | *$5,000.00* |
| Maintenance | $0 | $0 | $0 | $0 |
| Operations | $0 | $12,000.00 | $12,360.00 | $24,360.00 |
| *Software Licensing* | *$0* | *$0* | *$0* | *$0* |
| *Labor* | *$0* | *$12,000.00* | *$12,360.00* | *$24,360.00* |
| **Total Costs** | **$54,157.00** | **$12,000.00** | **$12,360.00** | **$78,517.00** |

* includes $8,406 for server dedicated to Service 2 – Web Services

**OAG Data File (RFO Section 2.19)****

| | FY 2011 | FY 2012 | FY 2013 | Total PO Term |
|---|---|---|---|---|
| Development | $83,000.00 | $0 | $0 | $83,000.00 |
| Maintenance | $0 | $0 | $0 | $0 |
| Operations | $0 | $12,000.00 | $12,360.00 | $24,360.00 |
| **Total Costs** | **$83,000.00** | **$12,000.00** | **$12,360.00** | **$107,360.00** |

****The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.**

**Software Licensing Fees / Discount**
(required services only)

| | FY 2011 | FY 2012 | FY 2013 | Total PO Term |
|---|---|---|---|---|
| Service 1 | $0 | $1,015,260.00 | $1,015,260.00 | $2,030,520.00 |
| Service 3 | $0 | $984,168.00 | $984,168.00 | $1,968,336.00 |
| Less 5% Discount for Pre-Payment | - | ($99,971.40) | ($99,971.40) | ($199,942.80) |
| **Total DUE AT CONTRACT EXECUTION** | $0 | $1,899,456.60 | $1,899,456.60 | **$3,798,913.20** |

**Summary of Fees**
(required services only)

| | FY 2011 | FY 2012 | FY 2013 | Total PO Term |
|---|---|---|---|---|
| **Service 1** | | | | |
| Costs | $1,015,688.00 | $2,030,508.00 | $2,091,420.00 | $5,137,616.00 |
| Less 5% Discount | $0 | ($50,763.00) | ($50,763.00) | ($101,526.00) |
| **Service 1 Total** | **$1,015,688.00** | **$1,979,745.00** | **$2,040,657.00** | **$5,036,090.00** |
| **Service 3** | | | | |
| Costs | $213,188.00 | $2,440,236.00 | $2,513,424.00 | $5,166,848.00 |
| Less 5% Discount | $0 | ($49,208.40) | ($49,208.40) | ($98,416.80) |
| **Service 3 Total** | **$213,188.00** | **$2,391,027.60** | **$2,464,215.60** | **$5,068,431.20** |
| **Service 4** | | | | |
| **Service 4 Total** | **$45,751.00*** | **$12,000.00** | **$12,360.00** | **$78,517.00** |

| | | | | |
|---|---|---|---|---|
| **Total Costs** | $1,274,627.00 | $4,382,772.60 | $4,517,232.60 | $10,174,632.20 |
| **Due at Contract Execution** | $0 | $1,899,456.60 | $1,899,456.60 | $3,798,913.20 |
| **Remaining Balance** | $1,274,627.00 | $2,483,316.00 | $2,617,776.00 | $6,375,719.00 |

* cost for server dedicated to Service 2 – Web Services not included ($8,406.00)

**Contract Attachment 3**

# Sample Invoice Format

# Sample Invoice Format

**VENDOR Name and Address**

**INVOICE**

| Date | Invoice # |
|---|---|
| | |

| Bill To: | Remit Payment To: |
|---|---|
| Texas Department of Insurance<br>Attn: Accounting<br>MC 108-3A<br>333 Guadalupe<br>Austin, Texas 78701<br><br>Re: TexasSure Vehicle Insurance Verification | Vendor Name<br>Vendor Address<br>State, City, Zip<br><br>Vendor Phone<br><br>TIN: |

| P.O. NO. | Terms | Project |
|---|---|---|
| | | TexasSure |

| Quantity | Description | Rate | Amount |
|---|---|---|---|
| 1 | **Service 1** – **TexasSure Matching Program**<br>Monthly Operation<br>Service Dates: MM/DD/YYYY to MM/DD/YYYY | X,XXX.XX | X,XXX.XX |
| 1 | **Service 2 – Customer Notices and Call Center**<br>Monthly Operation<br>Service Dates: MM/DD/YYYY to MM/DD/YYYY | X,XXX.XX | X,XXX.XX |
| | **<u>Contract Information:</u>**<br>TDI Contract Number XXXXXXX<br><br>TxDMV PO #:<br><br>TxDMV Tax ID #:<br><br>_____<br>Vendor Representative<br>Representative Title | | |
| | **TOTAL** | **$XX,XXX.XX** | |

**State Use Only**

*[bottom 2.5 inches must be left blank]*

**Contract Attachment 4**

# CJIS Security Addendum

# APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

# FEDERAL BUREAU OF INVESTIGATION
# CRIMINAL JUSTICE INFORMATION SERVICES
# SECURITY ADDENDUM

## Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

> 1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.
>
> We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

   1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

   2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

   3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

> States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

# FEDERAL BUREAU OF INVESTIGATION
# CRIMINAL JUSTICE INFORMATION SERVICES
# SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION**
**CRIMINAL JUSTICE INFORMATION SERVICES**
**SECURITY ADDENDUM**

## CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee — Date

Printed Name/Signature of Contractor Representative — June 24, 2011 Date

Guy R. DiBenedetto, Jr.
President and CEO, HDI Solutions, Inc.

Organization and Title of Contractor Representative

**Contract Attachment 5**

# TexasSure Non-Disclosure Agreement

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Guy. R. DiBenedetto, Jr.***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or HDI SOLUTIONS, INC.'s performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in the awarded contract shall prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it shall provide prompt notice to the other of such receipt. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that HDI SOLUTIONS, INC. is acting as TDI's agent in providing services under the contract and will defer to TDI's decision as to compliance with and other matters related to such subpoena or other process.

Signature

June 24, 2011
Date

Guy R. DiBenedetto, Jr. President and CEO
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Neal Rhodes***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

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Neal Rhodes
Signature

June 27, 2011
Date

Neal Rhodes, Programmer
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Chuck Latham***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27, 2011
Date

Chuck Latham, Director of Technical Operations
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Jeramy Woody***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Jeramy Woody
Signature

June 27, 2011
Date

Jeramy Woody, Assistant System Administrator
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Devin Gibson***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

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Signature

June 27, 2011
Date

Devin Gibson, IS Director
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Rhett Gibson***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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Rhett Gibson
Signature

June 27, 2011
Date

Rhett Gibson, Senior Project Engineer
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Tim Hardwick***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

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Tim Hardwick
Signature

June 27, 2011
Date

Tim Hardwick, Director of Special Projects
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Larry Bergsneider***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

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Signature

June 27, 2011
Date

Larry Bergsneider, Programmer
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Jim Wilkerson***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

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Signature

June 27, 2011
Date

Jim Wilkerson, Executive Vice President
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Clif Fisher***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or HDI SOLUTIONS, INC.'s performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in the awarded contract shall prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it shall provide prompt notice to the other of such receipt. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that HDI SOLUTIONS, INC. is acting as TDI's agent in providing services under the contract and will defer to TDI's decision as to compliance with and other matters related to such subpoena or other process.

Signature

June 27, 2011
Date

Clif Fisher, Information Systems Manager
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Scott W. Brown***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Scott W. Brown
Signature

June 27, 2011
Date

Scott W. Brown, Operations Manager
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Aaron Stephens***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27, 2011
Date

Aaron Stephens, Programmer
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Miguel Velez-White***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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Signature

June 27, 2011
Date

Miguel Velez-White, System Administrator
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Leah Scarbrough***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Leah Scarbrough
Signature

June 27, 2011
Date

Leah Scarbrough, Director of Business Operations
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Roger Wood***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Roger Wood
Signature

June 27, 2011
Date

Roger Wood, Programmer
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Connie L. Buck***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Connie L Buck
Signature

June 27, 2011
Date

Connie L. Buck, Office Manager
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Marty R. Snow***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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Signature

June 27, 2011
Date

Marty R. Snow, Assistant Office Manager
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Kendra Christian***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27, 2011
Date

Kendra Christian, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Latoya C. Cole***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27, 2011
Date

Latoya C. Cole, Team Leader
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Norma J. Davila***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or HDI SOLUTIONS, INC.'s performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in the awarded contract shall prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it shall provide prompt notice to the other of such receipt. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that HDI SOLUTIONS, INC. is acting as TDI's agent in providing services under the contract and will defer to TDI's decision as to compliance with and other matters related to such subpoena or other process.

Norma J. Davila
Signature

June 27, 2011
Date

Norma J. Davila, Team Leader
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Jennifer L. Esparza***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Jennifer Esparza
Signature

June 27, 2011
Date

Jennifer L. Esparza, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Jeneva A. Gonzalez***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Jeneva Gonzalez
Signature

June 27, 2011
Date

Jeneva A. Gonzalez, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Allen R. Guzman***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27, 2011
Date

Allen R. Guzman, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Becky A. Hale***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27, 2011
Date

Becky A. Hale, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Lucy N. Machado***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Lucy N Machado
Signature

June 27, 2011
Date

Lucy N. Marchado, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Valerie Saenz***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27, 2011
Date

Valerie Saenz, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Brandon L. Wall***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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Signature

June 27, 2011
Date

Brandon L. Wall, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Linda M. Mendoza***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Linda M. Mendoza
Signature

June 27, 2011
Date

Linda M. Mendoza, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Zachary N. Moore***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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Signature

June 27, 2011
Date

Zachary N. Moore, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Justin A. Navarre***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or HDI SOLUTIONS, INC.'s performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in the awarded contract shall prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it shall provide prompt notice to the other of such receipt. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that HDI SOLUTIONS, INC. is acting as TDI's agent in providing services under the contract and will defer to TDI's decision as to compliance with and other matters related to such subpoena or other process.

Signature

June 27, 2011
Date

Justin A. Navarre, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Martha G. Place***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Martha G Place
Signature

June 27, 2011
Date

Martha G. Place, Mailroom
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Donna M. Renna***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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_____
Signature

June 27, 2011
Date

Donna M. Renna, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Belinda Moon***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Belinda Moon
Signature

June 27, 2011
Date

Belinda Moon, Mailroom
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Janet Castanon***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of HDI SOLUTIONS, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by HDI SOLUTIONS, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. HDI SOLUTIONS, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to HDI SOLUTIONS, INC., including insurance status, is the property of TDI or the supplying implementing agency. HDI SOLUTIONS, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and HDI SOLUTIONS, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Janet Castanon
Signature

June 27, 2011
Date

Janet Castanon, CSR
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***G. Richard Kasteler***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of INSURE-RITE, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by INSURE-RITE, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. INSURE-RITE, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to INSURE-RITE, INC., including insurance status, is the property of TDI or the supplying implementing agency. INSURE-RITE, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by INSURE-RITE, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and INSURE-RITE, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 21,2011
Date

G.Richard Kasteler President and CEO
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Tekoa Wright***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of INSURE-RITE, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by INSURE-RITE, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. INSURE-RITE, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to INSURE-RITE, INC., including insurance status, is the property of TDI or the supplying implementing agency. INSURE-RITE, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by INSURE-RITE, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and INSURE-RITE, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27,2011
Date

Tekoa Wright – Sr. Software Architect
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Justin Mann***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of INSURE-RITE, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by INSURE-RITE, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. INSURE-RITE, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to INSURE-RITE, INC., including insurance status, is the property of TDI or the supplying implementing agency. INSURE-RITE, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by INSURE-RITE, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and INSURE-RITE, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27,2011
Date

Justin Mann - CIO
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Bart Blackstock***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of INSURE-RITE, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by INSURE-RITE, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. INSURE-RITE, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to INSURE-RITE, INC., including insurance status, is the property of TDI or the supplying implementing agency. INSURE-RITE, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by INSURE-RITE, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and INSURE-RITE, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27,2011
Date

Bart Blackstock – Exectutive Vice President
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Rosi Petrosch***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by INSURE-RITE, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and INSURE-RITE, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Rosi Petrosch

Signature

June 27,2011

Date

Rosi Petrosch – Operations and Compliance Coordinator

Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Natalia Pitkin***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of INSURE-RITE, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by INSURE-RITE, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. INSURE-RITE, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to INSURE-RITE, INC., including insurance status, is the property of TDI or the supplying implementing agency. INSURE-RITE, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by INSURE-RITE, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and INSURE-RITE, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or INSURE-RITE, INC.'s performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in the awarded contract shall prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it shall provide prompt notice to the other of such receipt. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that INSURE-RITE, INC. is acting as TDI's agent in providing services under the contract and will defer to TDI's decision as to compliance with and other matters related to such subpoena or other process.

Signature

June 21,2011
Date

Natalia Pitkin – Operations and Compliance Coordinator
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Mike Allen***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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I understand that information that I may have access to under the awarded contract is confidential and may not be released by INSURE-RITE, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and INSURE-RITE, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Signature

June 27,2011
Date

Mike Allen – Sr. Software Engineer
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Marcia Margetts***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of INSURE-RITE, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by INSURE-RITE, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. INSURE-RITE, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to INSURE-RITE, INC., including insurance status, is the property of TDI or the supplying implementing agency. INSURE-RITE, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by INSURE-RITE, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and INSURE-RITE, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Marcia Margetts
Signature

June 21,2011
Date

Marcia Margetts – Customer Service Manager
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Amanda Kotlyar***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of PITNEY BOWES MANAGEMENT SERVICES, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by PITNEY BOWES MANAGEMENT SERVICES, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. PITNEY BOWES MANAGEMENT SERVICES, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to PITNEY BOWES MANAGEMENT SERVICES, INC., including insurance status, is the property of TDI or the supplying implementing agency. PITNEY BOWES MANAGEMENT SERVICES, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by PITNEY BOWES MANAGEMENT SERVICES, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and PITNEY BOWES MANAGEMENT SERVICES, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Amanda Kotlyar
Signature

June 21,2011
Date

Amanda Kotlyar, Sr. Mgr., Dcd Management
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***Nathalie Hautin-Hosmer*** the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of PITNEY BOWES MANAGEMENT SERVICES, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by PITNEY BOWES MANAGEMENT SERVICES, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. PITNEY BOWES MANAGEMENT SERVICES, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to PITNEY BOWES MANAGEMENT SERVICES, INC., including insurance status, is the property of TDI or the supplying implementing agency. PITNEY BOWES MANAGEMENT SERVICES, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by PITNEY BOWES MANAGEMENT SERVICES, INC. and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and PITNEY BOWES MANAGEMENT SERVICES, INC. and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

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Nathalie Hautin

Signature

July 7, 2011

Date

_Nathalie Hautin-Hosmer
Solutions Consultant
PBMS_____
Print Name and Title

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***(Full Legal Name)***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

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Signature

July 7, 2011
Date

Nick Koperwit

Print Name and Title

V. P. Offsite Services

Pitney Bowes Management Services

# TEXASSURE VEHICLE INSURANCE VERIFICATION NON-DISCLOSURE STATEMENT

I, ***David J. Czarneski***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of PITNEY BOWES MANAGEMENT SERVICES, INC., who was awarded the contract resulting from the Request for Offers No. 11-SKM-TxSURE VIV solicitation issued by the Texas Department of Insurance. Information obtained by PITNEY BOWES MANAGEMENT SERVICES, INC. for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. PITNEY BOWES MANAGEMENT SERVICES, INC. must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to PITNEY BOWES MANAGEMENT SERVICES, INC., including insurance status, is the property of TDI or the supplying implementing agency. PITNEY BOWES MANAGEMENT SERVICES, INC. must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

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David J. Czarneski

Signature

July 11, 2011

Date

David J. Czarnecki

Print Name and Title

Director of Operations

**Contract Attachment 6**

# Texas Department of Public Safety Agreement for Purchasing Driver Record Information in Bulk

The State of Texas
County of Travis

AGREEMENT FOR PURCHASING DRIVER RECORD INFORMATION IN BULK

Parties. The agreement is made between the Texas Department of Public Safety, 5805 N. Lamar, Austin, Texas 78752, herein after DPS, and

HDI Solutions, Inc.
name

1510 Pumphrey Avenue, Auburn, Alabama, 36832
address

herein after Purchaser.

WHEREAS, Texas law authorizes DPS to sell driver and related records individually and in bulk for specified permissible purposes; and

WHEREAS, state and federal law, including the federal Driver Privacy Protection Act of 1994 (PL 103-322; 18 USC § 2721 et seq.) and Texas' driver privacy protection legislation of 1995 (Tex. Trans. Code §730) extend privacy protection to personal information maintained in the files of the state motor vehicle agencies such as the Texas DPS; and

WHEREAS, the Driver Privacy Protection Act of 1994, as amended by PL 106-69 (18 USC §2721, as amended), presently prohibits state motor vehicle agencies from selling personal information in bulk for purposes of marketing, solicitations, and certain surveys unless a state has first obtained express consent from each individual about whom listed personal information pertains, and

WHEREAS, the Texas State Legislature has refrained from enacting any express consent system for use in Texas; and

WHEREAS, Texas law requires each prospective purchaser of records in bulk, before receiving any records, to execute a written purchase agreement or contract containing such safeguards as DPS considers necessary or reasonable to ensure that all information and records purchased are used only for permissible purposes and that the rights of the individuals and DPS are protected; and

WHEREAS, the Purchaser, desires to purchase driver or related records, including personal information, from DPS,

IT IS AGREED, THEREFORE, that DPS shall sell and deliver to the Purchaser the driver records, subject to the following terms and conditions:

1. Definitions
   a. "Driver record" means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS.
   b. "Personal information" means information that identifies a person, including the driver identification number, name, date of birth, and address.

2. Certification of Permissible Use(s).

The Purchaser, by signing this agreement, hereby certifies compliance with all current provisions of the federal Driver Privacy Protection Act of 1994, as amended by PL 106-69 (18 USC §2721 et seq.), with applicable Texas driver privacy protection legislation, and with all other state and federal laws applicable to this agreement. The Purchaser further certifies that his/her/its use of the record and information purchased under this contract is for the following permissible purpose(s) only and for no others:

Initial all that apply.

_____ 1. For use in connection with any matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c) motor vehicle emissions; (d) motor vehicle product alterations, recalls, or advisories; (e) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; or (f) removal of nonowner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of the Automobile Information Disclosure Act, the Anti Car Theft Act of 1992, the Clean Air Act, and any other statute or regulation enacted or adopted under or in relation to a law included in the above.

NO 2. For use by a government agency in carrying out its functions or a private entity acting on behalf of a government agency in carrying out its functions.

_____ 3. For use in connection with a matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c) motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers; (e) motor vehicle market research activities, including survey research; or (f) removal of nonowner records from the original owner records of motor vehicle manufacturers.

_____ 4. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only to verify the accuracy of personal information submitted by the individual to the business or the authorized agent of the business and to obtain correct information if the submitted information is incorrect to prevent fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.

_____ 5. For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.

_____ 6. For use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.

_____ 7. For use by an insurer or insurance support organization, or by a self insured entity, or an authorized agent, of the entity, in connection with claims investigation activities, antifraud activities, rating or underwriting.

_____ 8. For use in providing notice to an owner of a towed or impounded vehicle.

_____ 9. For use by a licensed private investigator agency or licensed security service for a purpose permitted as stated on this page.

_____ 10. For use by an employer or an authorized agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313.

_____ 11. For use in connection with the operation of a private toll transportation facility.

_____ 12. For use by a consumer-reporting agency as defined by the Fair Credit Reporting Act (15 U.S.C.§1681 et seq.) for a purpose permitted under the Act.

_____ 13. For any other purpose specifically authorized by law that relates to the operation of a motor vehicle or to public safety. Please provide statutory authority

_____

_____ 14. For use in the preventing, detecting, or protecting against identity theft or other acts of fraud. DPS prior to release of personal information may require additional information.

It is expressly understood that the Purchaser may sell or furnish personal information obtained under this agreement to third parties, subject to the limitations herein, but may not sell or furnish personal information for any purpose or use that is not permitted by federal or state law. The Purchaser understands that he/she/it may not furnish personal information purchased under this agreement to any third party unless the third party certifies that his/her/its intended use of the information is for a use permitted under this contract and state and federal law. In addition the Purchaser agrees to the statutory restrictions on selling and/or redisclosing the information obtained from DPS. The Purchaser shall not sell or redisclose the personal information in the identical or substantially identical format the information was disclosed to the Purchaser. The Purchaser further understands that violating this paragraph is grounds for immediate termination of this agreement under Paragraph 13.

3. Fees and Payments.

In consideration of receiving records and information purchased in bulk, the Purchaser agrees to pay to DPS the applicable statutory charge. At DPS request, the Purchaser shall pay to DPS, prior to transmittal of the records and information in bulk, a deposit in an amount determined by DPS to be the approximate charge and shall pay any balance due upon receipt of billing. If this method of payment is requested, DPS shall refund any overpayment, pursuant to state procedures, following delivery of the copies. If DPS does not request a deposit, the Purchaser shall remit payment immediately upon receipt of billing but shall not be considered in default for a period of thirty (30) days following receipt of billing. The Purchaser acknowledges and agrees

that all postage and/or other shipping charges, as well as shipping media (e.g. ma gnetic tapes) shall be the Purchaser's responsibility and may be included in the billing.

4. Acknowledgement and Disclaimer.

The Purchaser acknowledges that DPS is furnishing re cords and info rmation "as is" and it makes no representatio n or warra nty as to t he accuracy of an y record or the information furnished. DPS e xpressly disclaims responsibility for any failure to deliver records or information in a time ly manner, or at all, in the event of staff shortages, failures of appropriations, breakdowns of equipment, compliance with new or amended laws, acts o f authority exercised by a public official, acts of God, or other circumstances which may delay or preclude furnishing records and information in a timely fashion. If recor ds and information are not furnished and the Purchaser has remitted a deposit, DPS shall refund the deposit. DPS has no further responsibility or liability to the Purchaser with respect to un delivered records an d information and has no liability or responsibility whatsoever for delayed records and information.

5. Consumer Protection.

The Purchaser agrees that the records and information furnished under this agreement shall not be used to engage in any method, act, or practice which is unfair or deceptive, nor shall they be used for marketing or solicitations, or surveys not authorized by law.

6. Access to Information in Bulk.

The Purchaser agrees that no me mber of the p ublic or any person outside the direct employ o r control of the Purchaser shall be allowed direct access to records and information through the Purchaser under this agreement for any reason other t han the Pu rchaser's intended and legitimate use of the records and information.

7. Record Creation and Retention.

If the Purchaser resells or re-discloses any of th e information or records purchased under this agreement to a third party, the Purchaser agrees to create records identifying each such person or entity wh o obtained personal inf ormation from the Purchaser and the legally permissible purpose for which the record or in formation was obtained . The Purchaser shall retain the records of identification and purpose for a period of not less than five (5) years following transfer of the information and or records to the third party.

8. Provide Copies of Records and Notification of Release.

If the Purchaser resells or re-discloses any of th e information or records purchased under this agreement to a third party, the Purchaser shall provide copies of those records iden tifying each person or e ntity who obtained per sonal information from the Purchaser and the permissible purpose for which it was obtained to DPS upon request. The Purchaser understands that DPS may exercise its re served right to insert cont rol records into bulk re cords and information furnished, as an indepe ndent means of identify ing any entities to who m the Purchaser ma y have improperly resold or re-disclo sed records and inform ation under this agreement or if any inappropriate use has occurred. The Purchaser shall bear the expense of providing the copies of such records to DPS including any postage and/or shipping char ges. The Purchaser will notify DPS of any inadvertent or unauthorized release of the Driver Record Information obtained

under this contract within two days of when the Purchaser knows or should have known of such unauthorized or inadvertent release.

9. Assignability.

The Purchaser may not assign, license, or transfer any of its rights, duties, and obligations under this agreement without the prior written consent of DPS.

10. Incorporation of Other Documents.

This agreement incorporates by reference the document entitled the Purchaser's Information Form Attachment A to the Agreement for Purchasing Driver Record Information in Bulk, which provides DPS additional information about the Purchaser. With the exception to Attachment A, this agreement embodies the entire agreement between the Purchaser and DPS with relation to the transaction contemplated hereby, and there have been and are no other covenants, agreements, representations, warranties or restrictions between the parties other than those specifically set forth in the agreement.

11. Effective Date and Renewal.

This contract shall automatically renew on a yearly basis. However, either party may terminate this agreement upon thirty days written notice to the other party. Notice should be given to the contact person designated in Paragraph 17 of this contract. Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first.

12. Cancellation.

Either party may cancel this agreement for any reason by giving the other party written notice of cancellation at least thirty (30) days prior to cancellation. If a party elects to cancel this agreement, all unfilled obligations, including the obligation to pay for copies received, shall remain in force.

13. Termination.

DPS may terminate this agreement in writing at any time for any reason. Without limiting the foregoing, DPS may immediately terminate this agreement, without notice for any violation of the terms of this contract or for any violation of any state or federal law or regulation relating to the information provided by DPS under this agreement. This includes but is not limited to failure to remit charges due in a timely fashion or for inappropriate use of data, such as use for marketing or solicitations. The Purchaser acknowledges that if this agreement is terminated for cause, DPS may refuse to provide records and information in bulk.

14. Change of Status.

The Purchaser may terminate this contract in writing at any time. This agreement will automatically terminate if the Purchaser ceases to conduct business, if the Purchaser substantially changes the nature of its business, if the Purchaser sells its business, if there is a significant change in the ownership of the Purchaser, if the Purchaser ceases to qualify for the information under the permissible use(s) certified in Paragraph 2, or if the Purchaser dies. The Purchaser, its successor in interest, or its personal representative will immediately notify DPS in writing of any change in status that would implicate this paragraph. If the contract is terminated

under this paragraph, the Purchaser's successor in interest will be eligible to apply for and execute a new contract.

15. Amendments.

The Purchaser acknowledges that DPS may amend the terms and conditions of this agreement from time to time in order to accommodate changes in the records or information furnished under this agreement and for other reasons deemed appropriate by DPS. DPS agrees to notify the Purchaser in writing of the content of any amendment. The Purchaser can make no modification or amendment to this Agreement unless in writing and signed by both parties.

16. Indemnification.

The Purchaser agrees to indemnify and save harmless the State of Texas and DPS, and any of their officers, agents, or employees, with respect to any claim asserted against them under the federal Driver Privacy Protection Act of 1994, as amended (18 USC §2721 et seq.), Texas driver privacy protection legislation (Tex Trans Code §730, as amended), and other state or federal law pertaining to this agreement, for any act or omission attributable to the Purchaser, its officer, agents, and employees, and others who obtain information from the Purchaser.

17. Contact Information.

The following contact person is designated by the Purchaser to receive all correspondence regarding this agreement.

Name Jim Wilkerson, Executive Vice President
Address 1510 Pumphrey Avenue

City, State Zip Code Auburn, Alabama 36832
Telephone 334.466.3025
Fax 800.390.6021

All correspondence to DPS regarding this contract must be mailed to the following address:

Texas Department of Public Safety
Driver Record Bureau
P.O. Box 4087
Austin, Texas 78773-0360
(512) 424-2009

18. Governing Law and Jurisdiction.

This agreement shall be construed in accordance with the laws of the State of Texas. The Purchaser agrees that any dispute which arises under this agreement and cannot be amicably resolved by the parties shall be submitted to a court of competent jurisdiction in Travis County, Texas, to which jurisdiction the Purchaser hereby submits.

19. Signatory Authority.

The signatories hereby certify that they are authorized by their respective parties to execute this agreement as party representatives and to bind their respective principals hereto.

IN WITNESS WHEREOF the representatives of the parties have affixed their signatures on the dates as written below.

| | |
|---|---|
| PURCHASER | DEPARTMENT OF PUBLIC SAFETY |
| Guy R. DiBenedetto, Jr., President & CEO | |
| NAME AND TITLE | NAME AND TITLE |
| June 24, 2011 | |
| DATE | DATE |

**Contract Attachment 7**

# Texas Department of Public Safety Purchasers Information Form for Purchasing Driver Record Information in Bulk

**PURCHASERS INFORMATION FORM**
**ATTACHMENT A**
**AGREEMENT FOR OBTAINING DRIVER RECORDS IN BULK**

Name and Address of Company/Business/Entity

HDI Solutions, Inc.

1510 Pumphrey Avenue

Auburn, Alabama 36832

DBA if applicable
N/A

Email address of contact individual

jim.wilkerson@hdisolutions.com

Company/Business/Entity Telephone and Fax Number

Phone: 334.466.3025 Fax: 800.390.6021

Nature of Company/Business/Entity's Business Activities

Offering custom solutions for software development, records administration,

data management and document management.

Federal Tax Identification Number
63-1047498

Intended use of Information obtained from the Department of Public Safety Driver Records

To carry out the purposes of the TexasSure program provided in TDI

Contract No. 454-11-00001.

All URL addresses used or possessed by the Company/Business/Entity
While the individual URL addresses are too numerous to list, HDI employs the following DNS entries for the TexasSure project: be1.frvp.hdisolutions.com; be2.frvp.hdisolutions.com; blue.hdisolutions.com; ev1.frvp.hdisolutions.com ev2.frvp.hdisolutions.com; ftp1.hdisolutions.com; ftp2.hdisolutions.com; web1.frvp.hdisolutions.com; web2.frvp.hdisolutions.com; ovp1.texassurehelp.com; ovp2.texassurehelp.com; devweb.texassurehelp.com; ovpdev.texassurehelp.com

If the purch aser releases the information obtained from t he Department, please explain wh at safeguards and/or assurances are in place to meet requirements of the contract.

There is no intention to release the data obtained from the Department. HDI's system has been designed to incorporate CJIS security requirements as well as the security requirements set forth through Chapter 202 of Title 1 of the Texas Administrative Code. HDI's system has been built to ensure data confidentiality, access control and data integrity.

I hereby certify that I am authorized t o make the foregoing st atements and that the st atements are true to the best of my knowledge. I understand that if any of the statements are willfully false, I am subject to criminal and civil penalties as well as t he termination of the agreement to receive driver record information. I also agree to notify DPS if any infor mation supplied on th is form chan ges within 30 days from the date of such change. Failure to make such no tification may result in th e cancellation of the contract.

| | |
|---|---|
| Guy R. DiBenedetto, Jr. | |
| Name Signature | |
| President and CEO | June 24, 2011 |
| Title | Date |

**Contract Attachment 8**

# Texas Department of Motor Vehicles Service Contract to Obtain the Texas Motor Vehicle Title and Registration (VTR) Database

| For Department Use Only |
| --- |
| |
| |

**STATE OF TEXAS §**
**COUNTY OF TRAVIS §**

**SERVICE CONTRACT TO OBTAIN THE**
**TEXAS MOTOR VEHICLE TITLE AND REGISTRATION (VTR) DATABASE**

THIS CONTRACT, is made by and between the State of Texas, acting by and through the Texas Department of Motor Vehicles, hereinafter called the "State," and HDI Solutions, Inc., hereinafter called the "Requestor."

WITNESSETH

WHEREAS, Transportation Code, Chapter 501, 502, and 504 establishes that the State is responsible for administering and retaining Texas motor vehicle title and registration data base records (MVRs); and

WHEREAS, this contract is made in accordance with the provisions of Transportation Code, Section 502.008 and Chapter 730, the state Driver's Privacy Protection Act; and

WHEREAS, the Requestor requests from the State authority to obtain information by purchase of the VTR database; and

WHEREAS, the federal Driver's Privacy Protection Act (18 U.S.C. §2721 et. seq.) authorizes the department to disclose personal information contained in the department motor vehicle records only in accordance with that Act; and

WHEREAS, the State will provide the Vehicle Title and Registration (VTR) Database provided the Requestor agrees to the terms and conditions of this contract; and

WHEREAS, the Texas Motor Vehicle Board adopted Title 43, Texas Administrative Code, Chapter 207, establishing the costs the State may assess a Requestor of the VTR database;

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

**The State shall provide the VTR database, as indicated below, to the Requestor under the following conditions:**

## 1. INFORMATION AVAILABLE

The State will make available, in accordance with the federal and Texas Driver Privacy Protection Acts (DPPAs):

a) Motor Vehicle Registration and Title (VTR) Database on DVD or USB external hard drive provided by the Requestor; and
b) Weekly Updates to the Motor Vehicle Registration and Title (VTR) Database on CD or via electronic transfer.

**The Requestor requests authority to obtain the following information (initial as applicable):**

LRO VTR Database
LRO Weekly Updates to VTR Database

## 2. CERTIFICATION OF USE

The State may release privacy protected personal information contained in motor vehicle records (MVRs), as defined in the DPPAs, only if the Requestor certifies its intended uses of the information in Attachment A to this contract. Certified intended uses include only those uses for which the Requestor itself will actually employ the information; certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Requestor. If the Requestor's intended use of the information is not one of the permitted uses, the State will not release of the privacy protected personal information.

## 3. RESTRICTIONS

A. Use: The Requestor may only use VTR database information obtained from the State in accordance with the DPPAs, and only for the permitted use or uses certified to in Attachment A of this contract, if applicable.

B. Application: The Requestor obtaining Weekly Updates from the State must apply the updated motor vehicle record information to their existing data no later than one week after receipt of a Weekly Update.

C. Vehicle Transfer Notices: The Requestor shall utilize the State data only for the purpose stated in this contract and none other, and the data reflects notices of transfers of vehicles received by the State. Failure on the Requestor's part to properly interpret the State data shall be the fault of the Requestor, and liability for sending violation notices to the incorrect party(ies) shall rest with the Requestor and not the State. If the data continues to be interpreted improperly, then the contract is subject to termination.

D. Resale and Redisclosure: A Requestor obtaining privacy protected personal information, may only resell or redisclose the privacy protected personal information for a permitted use authorized by law that:
   (1) The Requestor has indicated for its own use; or
   (2) The Requestor has indicated for its own use and the Requestor is an agent of an authorized recipient that is obtaining the information for a use permitted under Transportation Code, Section 730.007.

All uses must be listed in Attachment A. Information may not be obtained solely for the purpose of resale or redisclosure. An authorized recipient may not redisclose the information in the identical or a substantially identical format received under this contract.

The Requestor must maintain records of any entity or person that received the information and the permitted use for which it was obtained. These records must be maintained for a period of not less than five (5) years and must be made available to the State for inspection, upon request. Any person or entity obtaining privacy protected information from the Requestor, directly or indirectly, must comply fully with the provisions of the DPPAs. Any violation of the above law by a person or entity acquiring privacy protected information from the Requestor, directly or indirectly, will be considered a breach of this contract by the Requestor.

The Requestor shall immediately inform the State if privacy protected personal information provided to the Requestor is disclosed in violation of the DPPAs. This obligation applies whether the disclosure was by the Requestor or by a person or entity that acquired privacy protected information from the Requestor, directly or indirectly.

## 4. TERM OF CONTRACT

This contract becomes effective upon agreement and execution by both parties. The contract is subject to a continuous automatic annual renewal unless terminated in accordance with Paragraph 7 of this contract, Termination.

The State reserves the right to amend this contract at any time or to waive any violations of this contract by the Requestor. The Requestor may amend its statement of certified uses at any time by submitting a signed statement to that effect.

## 5. RESEARCH CHARGES

If the State researches a complaint or concern which is determined to be an error on part of the requestor, the State will charge the Requestor for time at the rate of $28.50 per hour.

## 6. CONTACT INFORMATION

A. Technical assistance regarding the information provided may be obtained by contacting VTR, Technology Support Branch, at (512) 467-5983, (512) 467-5940 or (512) 465-7950 (Monday through Friday, 8:00 a.m. - 5:00 p.m.).

B. Customers with questions or complaints concerning personal solicitation or concerns should be referred to the VTR Call Center at (512) 465-7611 (Monday through Friday, 8:00 a.m. - 5:00 p.m.).

## 7. TERMINATION

Termination by State or Requestor. The State or Requestor may terminate this contract in writing at any time.

Termination for Cause. Without limiting the foregoing, the State may immediately terminate this contract, without notice, for any violation of the terms of this contract or for any violation of any state or federal law relating to the information provided by the State under this contract.

Automatic Termination. This contract will automatically terminate if the Requestor ceases to conduct business, if the Requestor substantially changes the nature of its business, if the Requestor sells its business, if there is a significant change in the ownership of the Requestor, or if the Requestor dies. The Requestor, its successor in interest, or its personal representative will immediately notify the State in writing of any change in status that would implicate this paragraph.

Effect of Termination. If the contract is terminated under this section, the State will cancel all Requestor IDs associated with the Requestor's account.

**If the contract is terminated for cause, then the Requestor agrees to erase or otherwise destroy from its records any VTR data provided from the State.**

## 8. COMPLIANCE WITH LAWS

The Requestor shall comply with all applicable federal, State, and local laws, st atutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this contract. By signing this agreement, the Requestor certifies that he or she will comply with the provisions of the federal DPPAs, including, but not limited to, limiting usage to the permissible uses under that Acts.

## 9. AMENDMENTS

Any changes in the terms and conditions of this contract must be enacted by a written amendment, executed by all parties to this contract.

## 10. LIMITATION OF LIABILITY

The Requestor shall save harmle ss the State from an y liability which may ari se from th e Requestor's use of the VTR database, and the State makes no representation or warranty as to the use, result, or accuracy of data contained therein.

## 11. PRIOR CONTRACTS SUPERSEDED

This contract constitutes the sole and only agre ement of th e parties hereto and supersedes any prior understandings and/or written agreements between the State and the Requestor respecting the subject matter described herein.

## 12. SIGNATORY AUTHORITY

The undersigned for th e Requestor represent s and warrants that h e/she is an officer of t he organization for which he/she has executed this contract and that he/she has the full and complete authority to enter into this contract on behalf of the Requestor.

IN TESTIMONY HEREOF, the parties to t his contract have caused these presents to be executed in duplicate counterparts.

HDI Solutions, Inc.
THE REQUESTOR

BY: Guy R. DiBenedetto Jr.
Signature

Guy R. DiBenedetto, Jr., President and CEO
Name and Title

1510 Pumphrey Avenue
Address

Auburn, Alabama 36832
City, State, and Zip Code

June 24, 2011
Date

334.821.0947
Telephone Number

( ) Sole Proprietorship _____
Social Security Number * or Employer I.D. Number

( ) Partnership _____
Employer I.D. Number or Tax Number *

( X ) Corporation 63-1047498
Employer I.D. Number or Tax Number *

*** Note:** For record keeping purposes your Social Security Number, Employer I.D., or Tax Number are requested. However, you are not required by law to provide this information and may do so voluntarily.

---

**FOR STATE PURPOSES ONLY:**

THE STATE OF TEXAS

Executed for the Execu tive Director and approved for the Texas Mot or Vehicle Board for the purpose and effect of activating and/or carrying out the orders and established policies or work programs heretofore approved and authorized by the Texas Motor Vehicle Board.

BY: _____
Signature

Randy Elliston, Director Vehicle Titles and Registration Division

_____
Date

***** PLEASE KEEP A COPY OF THIS CONTRACT *****

**ATTACHMENT A:**
**CERTIFICATION OF USE**

***Note:*** *Effective December 1, 2000, the State may release privacy protected personal information contained in motor vehicle records (MVRs), as defined in 18 U.S.C. §2725 and Transportation Code, Sec. 730.003, only if the Requestor certifies its intended uses of the information in this Attachment. Certified intended uses include only those uses for which the Requestor itself will actually employ the information; certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Requestor. If the Requestor's intended use of the information is not one of the permitted uses, the State will not release the privacy protected personal information.*

**Please INITIAL (do not check or enter "Y") the intended use(s) for which the VTR Database and Weekly Updates are requested, if applicable, and complete the Certification statement on page 2:**

## PERMITTED USES:

**(I) A.** For use in connection with any matter of:

____ (1) motor vehicle or motor vehicle operator safety;
____ (2) motor vehicle theft;
____ (3) motor vehicle emissions;
____ (4) motor vehicle product alterations, recalls, or advisories;
____ (5) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; or
____ (6) removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of:
- (a) the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 et seq.;
- (b) 49 U.S.C. Chapters 301, 305, 323, 325, 327, 329, and 331;
- (c) the Anti Car Theft Act of 1992, 18 U.S.C. Sections 553, 981, 982, 2119, 2312, 2313, and 2322, 19 U.S.C. Sections 1646b and 1646c, and 42 U.S.C. Section 3750a et seq., all as amended;
- (d) the Clean Air Act, 42 U.S.C. Section 7401 et seq., as amended; or
- (e) any other statute or regulation enacted or adopted under or in relation to a law included in Paragraphs (a)-(d).

**B.** Use will be strictly limited to use by:

____ (1) a government agency, including any court or law enforcement agency, in carrying out its functions; or
SMO (2) a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.

**(II) A.** Use in connection with a matter of:

____ (1) motor vehicle or motor vehicle operator safety;
____ (2) motor vehicle theft;
____ (3) motor vehicle product alterations, recalls, or advisories;
____ (4) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;
____ (5) motor vehicle market research activities, including survey research; or
____ (6) removal of non-owner records from the original owner records of motor vehicle manufacturers.

**B.** Use in the normal course of business by a legitimate business or an agent, employee, or contractor of the business, but only:

____ (1) to verify the accuracy of personal information submitted by the individual to the business or an agent, employee, or contractor of the business; and

____ (2) if the information as submitted is not correct or is no longer correct, to obtain the correct information for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.

**C.** Use in conjunction:

____ With a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.

**D.** Use in:

____ Research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.

**E.** Use by:

____ An insurer or insurance support organization, or by a self-insured entity, or an agent, employee, or contractor of the entity, in connection with claims investigation activities, antifraud activities, rating, or underwriting.

**F.** Use in:

____ Providing notice to an owner of a towed or impounded vehicle.

**G.** Use by:

____ A licensed private investigator agency or licensed security service for a purpose permitted under this section.

**H.** Use by:

____ An employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313.

**I.** Use in:

____ Connection with the operation of a private toll transportation facility.

**J.** Use for:

____ Any other purpose <u>specifically authorized by law</u> that relates to the operation of a motor vehicle or to public safety. Please cite the specific law:

_____

_____

_____

# CERTIFICATION

**I, Guy R. DiBenedetto, Jr., the Requestor, certify that the intended use of the requested VTR database information will be for the Permitted Use(s) initialed above.**

HDI Solutions, Inc.
(THE REQUESTOR)

BY: _____
(Signature)

Guy R. DiBenedetto, Jr., President and CEO
(Name and Title)

June 23, 2011
(Date)

**Contract Exhibit A**

# TDI RFO No. 11-SKM-TxSure VIV and Addenda

# Texas Department of Insurance

REQUEST FOR OFFERS
No. 11-SKM-TxSure VIV
TexasSure Vehicle Insurance Verification

National Institute of Government Purchasing
Commodity/Class Codes: 204-10, 91; 206-87; 839-31, 32; 915-28, 44, 49, 58, 59, 79, 85; 920-07, 14, 21, 28, 39, 40, 64; 958-23

Responses to this Request for Offers must be received on or before
November 8, 2010 at 10 a.m., Central Time, Austin, Texas

Sealed offers will be received until the specified date and time established for receipt of responses above.

Sealed offers must be time-date stamped in the Texas Department of Insurance Purchasing and Contract Administration Division.

Offers received later than the specified date and time for receipt of offers/responses, whether delivered in person or by mail, will be disqualified as LATE and will not be considered under any circumstances.

Submit Responses to one of the following:

| U.S. Postal Service to: | Hand Deliver or Express Mail to: |
|---|---|
| Texas Department of Insurance<br>Purchasing and Contract Administration<br>Attn: Sandi Morgan<br>P.O. Box 149104<br>Austin, Texas 78714-9104 | Texas Department of Insurance<br>Purchasing and Contract Administration<br>Attn: Sandi Morgan<br>333 Guadalupe, Tower I - Room 850<br>Austin, Texas 78701 |

Each Response must show RFO Number, Opening Date and Time on Return Envelope.

All Inquiries Regarding This Request for Offers
MUST Be Addressed To:

Sandi Morgan
Texas Department of Insurance
Purchasing and Contract Administration
Facsimile: 512-463-6159
E-mail: sandi.morgan@tdi.state.tx.us

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# Part I. General Information

## 1.1. Purpose of the Request for Offers

The Texas Department of Insurance (TDI) issues this Request for Offers (RFO) to select a Respondent to operate TexasSure Vehicle Insurance Verification (TexasSure), the motor vehicle financial responsibility verification program, as specified herein in this RFO. TDI seeks responses from individuals and/or entities that can assist TDI with the operation of a program for verification of whether owners of motor vehicles have established financial responsibility. This RFO describes the requirements that must be met by Selected Respondent prior to receiving payment under any resulting contract.

Subchapter N of Chapter 601 of the Texas Transportation Code is entitled "Financial Responsibility Verification Program." Section 601.452 of the Texas Transportation Code provides that TDI, in consultation with the Texas Department of Public Safety (DPS), Texas Department of Motor Vehicles (TxDMV), and the Texas Department of Information Resources (DIR) "shall establish a program for verification of whether owners of motor vehicles have established financial responsibility." The program established must be the program most likely to reduce the number of uninsured motorists in this State; operate reliably; be cost-effective; sufficiently protect the privacy of the motor vehicle owners; sufficiently safeguard the security and integrity of information provided by insurance companies; identify and employ a method of compliance that improves public convenience; and provide information that is accurate and current; and be capable of being audited by an independent auditor.

In 2006, TDI and the other implementing agencies contracted with an outside vendor for the establishment of TexasSure. TexasSure includes an event based process to allow the TxDMV, DPS, and other authorized users to obtain accurate and timely insurance information on a given vehicle and/or driver promptly upon request. In addition, TexasSure includes a verification process to monitor and report on the financial responsibility of Texas drivers on an ongoing basis.

## 1.2. Availability of RFO Documents

TDI anticipates that RFO documents will be available as of July 1, 2010, on the Electronic State Business Daily Website (http://esbd.cpa.state.tx.us/).

## 1.3. Non-Mandatory Pre-Proposal Conference

The RFO will be reviewed at a pre-proposal conference to be held at TDI in Room 100 of the William P. Hobby Jr. State Office Building, 333 Guadalupe Street in Austin, Texas on Tuesday, July 27, 2010; at 10:30 a.m., Central Time (the "conference"). Attendance at the conference is not mandatory; however, all interested, qualified parties are urged to attend.

## 1.4. Schedule of Events

The schedule for contract award and RFO events is indicated in Table 1. TDI reserves the right to amend the schedule.

Table 1 Schedule of RFO Events

| Date | Event |
|---|---|
| Thursday, July 1, 2010 | RFO issued; published on the ESBD |
| Tuesday, July 27, 2010; at 10:30 a.m., Central Time, Austin, Texas | Non-mandatory Pre-Proposal Conference |
| Tuesday, July 27, 2010; 3 p.m., Central Time, Austin, Texas | Deadline for Submission of Written Questions. |
| Friday, July 30, 2010; 12 p.m., Central Time, Austin, Texas | Deadline to request a copy of the CJIS security requirements. |
| Friday, August 6, 2010 | Addendum containing responses to Written Questions Posted on the Electronic State Business Daily |
| Monday, November 8, 2010; 10 a.m., Central Time, Austin, Texas | Deadline for submission of Offers |
| January 3, 2011 | Anticipated Contract Award |

1.5. TexasSure Web Page

The TexasSure web page provides additional information regarding the TexasSure program. See http://www.texassure.com/. See also additional information found on the TDI web page at http://www.tdi.state.tx.us/auto/frvp.html.

1.6. N/A

1.7. Definitions

The following terms used in this Request for Offers (RFO) have the meanings assigned.

(a) Contract means the written agreement, if any, executed by the authorized representative of TDI and the Selected Respondent that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFO, of the respective parties to the arrangement for provision of services.

(b) Implementing Agencies means the Texas Department of Insurance (TDI), Texas Department of Public Safety (DPS), Texas Department of Motor Vehicles (TxDMV), and the Texas Department of Information Resources (DIR).

(c) Respondent means an individual or entity qualified and authorized to provide the services sought by TDI pursuant to this RFO, also referred to as Contractor.

(d) Respondent's Employee(s) / Respondent's Personnel means any and/or all of the following, without limitation: employees, leased employees, agents, officers, directors, staff, independent contractors, contractors, or subcontractors, or any individuals furnished, referred, or provided by the Respondent for

the purposes arising out of or related to this RFO, the Respondent's Offer/Proposal, and the contract, if any, that results from the award made by TDI to the Selected Respondent.

(e) Responsive Offers means an offer submitted which conforms in all material respects to the requirements set forth in this RFO.

(f) Request for Offers (RFO) means the document so titled and Exhibits, Attachments and Appendices thereto which are incorporated by reference as if set forth in full in this RFO.

(g) Selected Respondent means the individual or entity chosen by TDI pursuant to the process specified in this RFO.

(h) Texas Department of Insurance (TDI) means the lead state agency responsible for origination and issuance of this RFO and, unless otherwise specified, is used in the RFO to include a reference to the other implementing agencies.

## 1.8. Instructions to Respondents

### 1.8.1. Submission Deadline

Responses to this RFO must be time-date stamped at TDI's Purchasing and Contracting Division <u>before</u> the hour and date specified on Page One (1) of this RFO, November 8, 2010; at 10 a.m., Central Time, Austin, Texas. Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances.

### 1.8.2. TDI Contact for Request for Offer

The TDI contact identified below is the sole point of contact for this RFO. Any and all communications concerning this procurement and all offers must be submitted to:

<u>For U.S. Mail</u>: Sandi Morgan, Purchasing and Contract Administration, Texas Department of Insurance, P. O. Box 149104; Austin, TX 78714-9104.

<u>For overnight, courier, and hand deliveries</u>: Sandi Morgan, Purchasing and Contract Administration, Texas Department of Insurance, 333 Guadalupe, Tower 1, Room 840, Austin, Texas 78701.

Other than the above-named TDI contact person, prospective Respondents or their representatives must not contact TDI, implementing agency representatives and employees, or Texas Department of Transportation (TxDOT) representatives and employees to discuss the contents of this RFO. Failure to observe this restriction may result in disqualification of any subsequent proposal. The restriction does not, however, preclude discussion between affected parties for the purpose of conducting business unrelated to this procurement.

### 1.8.3. TDI Contact(s) Following Award

The TDI contact(s) for day-to-day administration of the contract will be determined following contract award. These individuals may appoint one or more delegates to assist in the day-to-day administration of the contract and may notify the Selected Respondent in writing of those delegates.

### 1.8.4. N/A

1.8.5. Facsimile Responses Not Acceptable

Facsimile responses to this RFO will not be accepted. TDI and the State are not responsible for failure of electronic equipment or operator error. Responses that are late, illegible, incomplete, or otherwise non-responsive will not be considered.

1.8.6. Mail Preferred; TDI Not Liable

RFOs are issued to allow sufficient time for receipt of the preferred mail response. TDI is not responsible for responses received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error.

1.8.7. Reservation of Rights

In addition to any other rights specified elsewhere in this RFO, TDI reserves the following rights:

1.8.7.1. TDI is under no legal requirement to execute a contract on the basis of this RFO.

1.8.7.2. TDI reserves the right to reject any offer or response submitted that does not fully comply with the instructions and criteria contained in this RFO.

1.8.7.3. TDI reserves the right to reject any or all offers and call for new offers or responses if deemed by TDI to be in the best interests of TDI or the State of Texas.

1.8.7.4. TDI reserves the right to vary all provisions set forth at any time prior to execution of a contract where TDI deems it to be in the best interest of TDI or the State of Texas.

1.8.7.5. TDI reserves the right to select none, one, or more than one Respondent when it is determined that such action would be in the best interest of TDI and the State of Texas.

1.9. Proposal Evaluation and Contract Award

1.9.1. General Response Guidelines

Respondents submitting a response to this RFO are expected to provide TDI with information, evidence and demonstrations that will permit awarding a contract in a manner that provides the best value to TDI. Respondents must include in their written proposal all requirements, terms or conditions they may have, and should not assume that an opportunity exists to add such matters after the proposal has been submitted. Unacceptable terms and conditions added by Respondents may cause TDI to reject the proposal, despite other factors of the evaluation.

1.9.2. RFO Review Phases

TDI will conduct a fair, comprehensive and impartial evaluation of all offers received in response to this RFO using an evaluation committee. The evaluation committee will be selected by TDI and will be conducted in three (3) Phases.

1.9.2.1. Offer Evaluation Phase 1

1.9.2.1.1. Review of offers by Purchasing and Contract Administration Division. Offers will be reviewed to ensure that the Respondents meet the minimum requirements necessary for submission as to Respondent qualifications to perform the requested services; required documents are properly organized and submitted.

Respondents that do not meet minimum qualifications and offers that do not include required organization and documentation will not be submitted to the Technical Evaluation Committee for further consideration.

1.9.2.1.2. Review and evaluation by Technical Evaluation Committee (the "committee"). Each member of the committee will conduct an independent review of each offer submitted and will score each offer in accordance with the criteria provided in Table 2. Each offer will be evaluated both individually and relative to the offers submitted by other Respondents. The score of the entire committee will be compiled and an average score established for each Respondent.

The committee will evaluate and score offers using criteria outlined in Table 2. The relative weight of each criterion is indicated by the maximum possible score (number of points) indicated in the right-hand column.

Table 2 Evaluation Criteria

| Evaluation Criteria | Maximum Possible Score |
|---|---|
| Cost | 25 points |
| Background and Experience | 25 points |
| Program Functionality | 50 points |
| | |
| Total Points | 100 |

The committee may request clarification of information or representations made in an offer or in all offers before completing its initial evaluation. Requests for clarification and responses to requests for clarification will be made in writing and become a part of the evaluation record.

The committee may establish a competitive range based upon the scoring of offers and may require one or more Respondents to make presentation(s) before the committee.

Upon conclusion of Phase 1, the committee in its sole discretion may make recommendation(s) for award to the Director of Purchasing and Contract Administration (the "Director") who will either accept the recommendation(s) for award or provide the committee with an explanation for the rejection thereof and instruct the committee to begin Phase 2.

1.9.2.2. Proposal Evaluation Phase 2 (Optional)

Following Phase 1 and presentations, if any, TDI, in its sole discretion, may proceed in making a contract award(s), or may proceed to request a Best and Final Offer (BAFO) from one or more Respondents whose scores emerging from Phase 1 are, in the committee's determination, sufficient to qualify them for further consideration and negotiation. The BAFO process will allow the requested Respondents to modify their original responses, incorporating clarifications provided during Phase 1. Best and Final

Offers would then be re-evaluated and re-scored by the committee, using the evaluation criteria contained in Table 2.

Should TDI determine that a BAFO process is beneficial to TDI's interests, participating Respondents will have an established time period in which to exercise due diligence, to confirm that all RFO requirements have been identified, and to prepare their Best and Final Offer.

#### 1.9.2.3. Proposal Evaluation Phase 3 (Optional)

TDI, in its sole discretion, may enter into a contract negotiations phase. TDI will have the option to negotiate with one or more Respondents, including but not limited to pricing, services, provisions, terms and conditions. TDI reserves the right to continue to evaluate responses until the point where the best value for TDI and the State is determined to be achieved.

At the conclusion of the BAFO evaluations, if any, TDI will determine the number of Respondents with which it will commence contract negotiations. TDI may enter contract negotiations with one or more Respondents. TDI will terminate contract negotiations when TDI, in its sole discretion, determines that the best value for TDI and the State has been obtained.

#### 1.9.2.4. Contract Award Phase 4

If a BAFO is not used, the committee may opt to re-score offers/responses, including any clarifications requested by the committee and received by Respondents and any information detailed through presentations, according to the criteria set forth in Table 2. TDI may proceed in making an award by formalizing any and all negotiated changes to the RFO in writing, and submitting the revised RFO to the Selected Respondent(s) for review prior to making an award.

TDI's decision to award a contract will be based upon achievement of the best interest of the State and of TDI and award will be made to Respondent(s) whose response best conforms to the specifications, provisions, terms, conditions, and the standards of performance of the contract, and whose offer represents the best value to TDI. TDI's decision of an award is final.

## 1.10. General Terms Governing the Request for Offers

These general terms governing the Request for Offers survive the RFO and become a part of any resulting contract unless provision for their exclusion, in whole or in part, is specifically made in the contract.

### 1.10.1. Respondent Affirmations and Certifications

#### 1.10.1.1. DTPA; Unfair Business Practices

Respondent represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit and that Respondent has not been found to be guilty of such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit and that such officers have not been found to be guilty of such practices in such proceedings.

1.10.1.2. Immigration

Respondent represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the contract. Respondent represents and warrants that it also will comply with the requirements of the Immigration Act of 1990, and any other applicable federal immigration law.

1.10.1.3. Equal Opportunity

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

1.10.1.4. Franchise Taxes; Non Residents; Foreign Corporations; Sales Taxes

Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. In addition, if Respondent is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies. Respondent certifies that it holds a permit issued by the Comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax. Under Section 2155.004, Texas Government Code, Respondent certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

1.10.1.5. Economic Opportunity

Respondent represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this RFO and any resulting contract.

1.10.1.6. Antitrust

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

1.10.1.7. No Conflicts

Respondent represents and warrants that Respondent has no actual or potential conflicts of interest in providing the services to TDI under any resulting contract and that Respondent's provision of services under the contract would not reasonably create an appearance of impropriety. Respondent certifies that Respondent has no financial or other interest that might tend to create a conflict of interest. This section does not include the payment to Respondent of the compensation authorized by the terms of the contract.

1.10.1.8. Financial Interests

Respondent represents and warrants that neither Respondent nor any person or entity that will participate financially in the contract has received compensation from TDI for participation in preparation of the RFO or other specifications for this RFO and any resulting contract.

1.10.1.9. ADA

Respondent represents and warrants that it will comply with the requirements of the Americans with Disabilities Act (ADA) and any subsequent amendments.

1.10.1.10. Child Support

Section 231.006 of the Texas Family Code provides that a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006 of the Texas Family Code (relating to child support), Respondent certifies that the individual or business named in this response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and/or payment may be withheld if this representation and warranty is inaccurate.

1.10.1.11. Debt or Delinquent Taxes

Respondent agrees that any payments under any resulting contract will be applied toward any debt, including but not limited to delinquent taxes and/or child support that is owed to the State of Texas by Respondent until the debt is paid in full.

1.10.1.12. Service Contracts

Respondent represents and warrants that it will “Buy Texas” products and materials when they are available at a price and time comparable to products and materials produced outside the State of Texas. Respondent agrees to comply with Section 2155.4441, Texas Government Code, pertaining to service contract use of products produced in the State of Texas.

1.10.1.13. Head of Agency

Respondent certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, Respondent will complete and submit the following information in order for the response to be evaluated:

Table 3 Head of Agency

| | |
|---|---|
| Name of former Executive: | |
| Name of State agency: | |
| Date of separation from State agency: | |
| Position with Respondent: | |
| Date of Employment with Respondent: | |

1.10.1.14. False Statements; Breach of Representations, etc.

By signature to Respondent's Offer or Response, Respondent makes all the representations, warranties, guarantees, certifications and affirmations included in this RFO. If Respondent signs the Offer or Response with a false statement or it is subsequently determined that Respondent has violated any of the representations, warranties, guarantees, certifications or affirmations included in this RFO, Respondent will be in default under the contract.

1.10.1.15. Dispute of Contract

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.

1.10.1.16. Indemnity Clause

Respondent shall indemnify and hold harmless the State of Texas and TDI, and/or their employees, agents, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Respondent or its agents, employees, subcontractors, or suppliers of subcontractors in the execution or performance of the RFO and any contract issued under the RFO regardless of the negligence of TDI, the State of Texas and/or their employees, agents, representatives, contractors, assignees, and/or designees. Respondent shall pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Office of the Attorney General for Texas State Agency Customers.

1.10.1.17. Texas Public Information Act

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). TDI is subject to the Texas Public Information Act (Texas Government Code Ch. 552). Respondent understands that TDI is bound by the provisions of the Texas Public Information Act and Attorney General Opinions issued under that statute. Offers submitted to TDI in response to this RFO become the property of TDI, may be reproduced by TDI and may be subject to release by TDI to any requestor as public information. Any information that Respondent believes may be protected from disclosure should be clearly designated as such; such information may or may not be exempt from disclosure. Vague and general claims to confidentiality are not acceptable. TDI assumes no responsibility for asserting legal arguments for Respondents.

1.10.1.18. Additional Terms and Conditions

Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to on this solicitation and may result in disqualification.

1.10.1.19. Appropriation Availability

Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

1.10.1.20. Execution of Proposal

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

1.10.1.21. Audit Clause

Respondent understands that acceptance of funds under any resulting contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Respondent and the requirement to cooperate is included in any subcontract awards.

1.10.1.22. Ineligibility

Under Section 2155.006, Texas Government Code, the Respondent certifies that the individual or business entity named in this bid or resulting contract is not ineligible to receive the specified contract and acknowledges that any resulting contract may be terminated and payment withheld if this certification is inaccurate.

1.10.1.23. Eligibility

Under Section 2261.053, Texas Government Code, the Respondent certifies that the individual or business entity named in this bid or any resulting contract is not ineligible to receive the specified contract and acknowledges that any resulting contract may be terminated and payment withheld if this certification is inaccurate.

1.10.1.24. Felony Criminal Convictions

Respondent represents and warrants that the Respondent or the Respondents employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Respondent has fully advised TDI as to the facts and circumstances surrounding the conviction.

1.10.1.25. Preferences

Respondent must determine if any of the preferences listed below in Table 4 of the RFO can or will be claimed. Respondent must indicate in Table 4 if Respondent claims any of the preferences indicated therein.

Table 4 Preferences

| X | Preferences |
|---|---|
| | 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 |

### 1.11. Term of Contract

The initial term of any contract resulting from this RFO will be from date the contract is executed until August 31, 2013. TDI, in its sole discretion, may extend the contract for up to two (2) years, in such length(s) of time as may be agreed between the parties. In the event of any contract renewal, the scope of services and deliverable dates may be negotiated.

### 1.12. Compliance with Requirements

Respondents must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas, as well as the requirements of this RFO. Respondents agree to comply with all terms and conditions shown and made a part of this RFO. In submitting responses, Respondents agree to comply with all requirements of the RFO and any contract, including the provisions of the following Parts of the RFO: Part I, General Information; Part II, Specifications; Part III, Terms and Conditions, and Part IV, Mandatory Response Requirements. All parts of this RFO are incorporated as part of any resulting contract for all purposes.

### 1.13. Independent Contractor

Respondent serves as an independent contractor in providing services under any contract resulting from this RFO. Respondent and Respondent's Employees are not be employees of TDI.

### 1.14. No TDI Obligations for Costs

TDI accepts no obligations for costs incurred in responding to this RFO in anticipation of being awarded a contract. All of the costs and expenses incurred by any Respondent or prospective Respondent in connection with or arising out of its possible or actual response to this RFO, including without limitation the cost of developing and preparing a response, making presentations before the evaluation committee and any travel and travel-related expenses therefore, are entirely the responsibility of the Respondent and must not be borne or reimbursed directly or indirectly by TDI, whether or not: (a) the prospective Respondent formally submits a response; (b) such response, if submitted, is rejected by TDI; (c) the Respondent is awarded the contract; or (d) the RFO is withdrawn by TDI.

### 1.15. Press Releases

Press releases pertaining to this RFO and/or any resulting contract or the services to which they are related must not be made without the prior approval of TDI. The disclosure of the contents of offers/responses prior to the award of a contract under this RFO may result in disqualification.

### 1.16. All or None

Respondents must offer to provide the type of services described in this RFO. Respondents must propose all or none. Offers for partial services will be disqualified.

### 1.17. Misunderstanding or Lack of Information

1.17.1. Respondents who respond to this RFO must be thoroughly informed concerning all relevant facts, data, and estimates, which are necessary for the purpose of assembling an offer, and concerning all difficulties that may be encountered in managing or operating the project under the contract. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered will be accepted as an excuse for any failure or omission on the part of the Selected Respondent to fulfill in every detail all of the requirements of the contract or will be accepted as a basis for any claim whatsoever for additional compensation.

1.17.2. By submitting a response, each Respondent acknowledges and agrees that it fully understands and will abide by the terms and conditions of this RFO and that it will not make any claims for, or have any rights to, cancellation or relief without penalty because of any misunderstanding or lack of information.

### 1.18. Compliance with RFO Requirements

By submitting a response, acknowledging and accepting the contract, or delivering any services under the contract, Respondent acknowledges, accepts and agrees to all terms of the contract, including, but not limited to, this RFO. A response to this RFO is an offer to contract with TDI based upon the terms, conditions and specifications contained in this RFO. Offers and responses do not become part of a contract or agreement with TDI unless and until they are accepted and agreed to by TDI. All parts of this RFO are incorporated as part of any resulting contract for all purposes. TDI, at its sole discretion, may disqualify an offer from consideration if TDI determines an offer is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFO.

### 1.19. Binding Effect of Offer

Unless otherwise agreed in writing and signed by TDI, each Respondent agrees to and is bound by the information and documentation provided with the offer, including prices quoted for services. By submitting an offer or response, the Respondent commits to providing the goods and services required at the prices set forth in its offer. Offers must be valid for 180 calendar days following the offer/response receipt date. Proposed rates must be firm and guaranteed for the entire contract period.

### 1.20. Rejection of Proposal and Cancellation of RFO

Issuance of this RFO does not constitute a commitment on the part of TDI to award a contract. TDI is under no obligation to award any contract as a result of this RFO. TDI maintains the right to reject any or all offers and to cancel this RFO if it considers it in the best interests of TDI to do so. TDI reserves the right to reject, in its sole discretion, any or all RFO responses and all or any part of any response and waive minor technicalities. TDI will award a contract, if any, to serve the best interests of TDI and the State of Texas. TDI's waiver of any deviations in any response will not constitute a modification of this RFO and will not preclude TDI from asserting all rights against Selected Respondent for failure to fully comply with all terms and conditions of this RFO.

### 1.21. Right to Amend, Modify, or Withdraw the RFO

TDI reserves the right to alter, amend or modify any provisions of this RFO or to rescind, revoke, or withdraw this RFO, in whole or in part, at any time prior to the award of any contract if it is determined by TDI to be in the best interest of TDI or the State to do so.

### 1.22. Written Questions and Official Response

Respondents may submit written questions addressed to the TDI contact person identified above. All questions must be received, in writing via e-mail, by the TDI contact person no later than Tuesday, July 27, 2010; 3 p.m., Central Time, Austin, Texas. The e-mail subject line must refer to the RFO; otherwise, TDI is not responsible for receipt of written questions. Questions may also be faxed to (512) 463-5169. Telephone inquiries will not be answered. It is the sole responsibility of Respondents to verify timely receipt of faxed questions. Responses to timely submitted questions that are not already addressed in the RFO will be posted on the Electronic State Business Daily (ESBD) on Friday, August 6, 2010.

It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting an offer.

### 1.23. Ambiguity, Conflict, Discrepancy, Exclusionary Specification or Omission

If a Respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in this RFO, Respondent must immediately notify, in writing, the TDI contact person identified above. If a Respondent fails to notify the TDI contact person of any error, ambiguity, conflict, discrepancy, exclusionary specification or omission, the Respondent must submit a response at its own risk; and, if awarded a contract, the Selected Respondent is not entitled to additional compensation, relief or time by reason of the error or its later correction.

### 1.24. Historically Underutilized Businesses (HUBs)

Historically Underutilized Businesses (HUBs) are strongly urged to respond to this RFO. Under State law, State agencies are required to make a good faith effort to increase the contract awards to HUBs for the purchase of goods or services that State agencies expect to make during a fiscal year. [For example, see rules promulgated at 34 Texas Administrative Code §§20.11 through 20.28.] Respondents that meet the qualifications are strongly encouraged to apply for certification as HUBs. Please contact TPASS Director of Business Services, at 512-463-3612, or the TDI Contact Person identified above if you have any questions regarding the certification process. Respondents may also contact TPASS at 512-463-5872 for additional HUB certification information. See Section 4.8.8 of this RFO.

#### 1.24.1. Historically Underutilized Business Subcontracting Plan

TDI has determined that subcontracting is probable with this RFO. Table 5 lists potential areas of subcontracting but in no way should be considered an exhaustive list of subcontracting opportunities. Respondents who intend to subcontract must perform the good faith effort outlined in the HUB Subcontracting Plan (HSP) and Self Performance HUB Contracting Plan instructions in this section and in Part IV, Section 4.8.8, Subcontractor Information.

Full commodity descriptions may be found on the Comptroller of Public Accounts website in the National Institute for Government Purchasing (NIGP) Commodity Book Listings at:
http://www.window.state.tx.us/procurement//com_book/commall.html

If Respondent determines subcontractors are required to fulfill the services of this RFO, the Respondent must attach a completed Historically Underutilized Business (HUB) Subcontracting Plan (HSP).

THE HUB SUBCONTRACTING PLAN AND/OR SELF PERFORMANCE HUB CONTRACTING PLAN, IF APPLICABLE, MUST BE SUBMITTED WITH THE RFO RESPONSE TO BE CONSIDERED RESPONSIVE.

The HUB Subcontracting Prime Contractor Progress Assessment Report must be submitted on a monthly basis after a contract award has been issued. To access and complete these forms, please go to:
http://www.window.state.tx.us/procurement/prog/hub/hub-forms/

Table 5 Probable HUB Subcontracting Opportunities

| CLASS | |
|---|---|
| Item Number | Commodity Description |
| CLASS 204: COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS | |
| 10* | Cabinets and Cases: Desktop Cases, Tower cases, Drive Cabinets, etc. |
| 91 | Servers, Micro Computers (Application, Database, File, Mail, Network, Web, etc) |
| | |
| CLASS 206: COMPUTER HARDWARE AND PERIPHERALS FOR MINI AND MAIN FRAME COMPUTERS | |
| 87 | Computer Hardware - Servers, Mini/Mainframe Computer |
| | |
| CLASS 839: TELEPHONE EQUIPMENT, ACCESSORIES AND SUPPLIES | |
| 31 | Call Center (Call Answering Telephone Systems (High Volume)) |
| 32 | Call Answering Service (Low Volume) |
| | |
| CLASS 915: COMMUNICATIONS AND MEDIA RELATED SERVICES | |
| 28* | Electronic Information and Mailing Services |
| 44* | Fulfillment (includes Data Processing, Packaging, Labeling and Mailing of Literature as a Package) |
| 49* | High Volume, Telephone Call Answering Services |
| 58 | Mailing Services (Includes Addressing, Collating, Packaging, Sorting and Delivery) |
| 59 | Mail Services, Express |
| 79* | Telecommunication Services (Not Otherwise Classified) |
| 85* | Telecommunication Relay Services (Text Telephone (TTY); Text-to-Voice; Voice Carry Over (VCO); Hearing Carry Over (HCO); Speech-to-Speech Relay; Video Relay; Spanish Relay; 7-1-1 Access to TRS) |
| | |
| CLASS 920: DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES | |
| 07* | Applications Software for Microcomputer Systems: Business |
| 14* | Applications Software for (for Minicomputer Systems) |
| 21* | Data Entry Services |
| 28* | Emergency Back-up Services and Facilities for Data Processing |
| 39* | Processing System Services, Data (Not Otherwise Classified) |
| 40* | Programming Services, Computer |
| 64* | System Implementation and Engineering Services |

| | |
|---|---|
| CLASS 958: MANAGEMENT SERVICES | |
| 23* | Computer Management Services |

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

## 1.25. Selected Respondent's Obligations

1.25.1. The Selected Respondent has the sole ultimate responsibility for all actions necessary to ensure that the project meets the requirements of the awarded contract, unless specifically designated otherwise therein. Except as explicitly provided, all costs incurred in the performance of any contract awarded pursuant to this RFO shall be borne by the Selected Respondent.

1.25.2. Selected Respondent will be responsible for the performance of any contractual obligations that may result from an award based on this RFO and shall not be relieved of non-performance of any or all subcontractor(s).

## 1.26. Protest Procedure

Any protest will be governed by TDI's bid protest rules, which are set forth in 28 Texas Administrative Code §§1.1101 - 1.1107.

## 1.27. Governing Law

The RFO and any resulting contract shall be governed, construed, and interpreted in accordance with the laws of the State of Texas (but not rules governing conflicts of law issues).

## 1.28. Venue

Any action or proceeding related to this RFO and any resulting contract shall be brought as a separate action in Travis County, Texas, and venue is proper only in such county.

## 1.29. Additional Terms and Conditions

Any terms and conditions attached or submitted with RFO Response will not be considered by TDI unless the Respondent specifically refers to them and requests approval by TDI of such terms and conditions. Such Respondent's terms and conditions may result in the disqualification of the RFO response. See also Sections 3.9 and 3.10 in Part III of this RFO.

## 1.30. Additional Language

To the extent the laws of the State of Texas require TDI to include additional language in its contract; the Respondent agrees to amend any resulting contract and to cooperate in the execution of any revisions/amendments necessary to effectuate such state law. During the term of a resulting contract, if any, and any extensions or renewals, TDI reserves the right to request revisions or modifications as is determined to be in the best interests of TDI or the State. TDI reserves the right to add or delete similar services and to adjust selected Respondent's compensation accordingly by issuing a contract amendment.

## 1.31. Amendments

Any resulting contract may be amended only upon the written agreement between TDI and Selected Respondent; however, the contract may not be amended so as to conflict with the laws of the State of Texas.

# Part II. Specifications

## 2.1. General Overview

TDI is requesting sealed competitive offers from individuals and/or entities for the continuation of the TexasSure Vehicle Insurance Verification program (TexasSure), in accordance with Texas Transportation Code, Subchapter N, § 601.451 – 601.454. The State will select a vendor to operate and maintain the established program. The Selected Respondent must have the TexasSure program tested, approved and ready to assume full operation by November 1, 2011.

The 79th Texas Legislature, Regular Session, passed Senate Bill 1670, which amended Chapter 601 of the Texas Transportation Code by adding Subchapter N, which is entitled "Financial Responsibility Verification Program." Section 601.452 of the Texas Transportation Code provides that the Texas Department of Insurance (TDI), in consultation with the Texas Department of Public Safety (DPS), the Texas Department of Motor Vehicles (TxDMV) and the Texas Department of Information Resources (DIR) "shall establish a program for verification of whether owners of motor vehicles have established financial responsibility." Section 601.452 of the Texas Transportation Code further states that the program established must be the program most likely to reduce the number of uninsured motorists in this State; operate reliably; be cost-effective; sufficiently protect the privacy of the motor vehicle owners; sufficiently safeguard the security and integrity of information provided by insurance companies; identify and employ a method of compliance that improves public convenience; provide information that is accurate and current; and be capable of being audited by an independent auditor.

### 2.1.1. How TexasSure Works

The implementing agencies established a program that matches vehicles insured on a personal auto insurance policy to registered vehicles and licensed drivers in the State of Texas. During the initial operation of TexasSure, the reporting of vehicles on a commercial auto policy was optional; however, this may become mandatory in 2011. Insurance information, driver license information, and vehicle registration information is reported to the vendor on a weekly basis.

On a weekly basis:

- insurance companies report to the TexasSure vendor all active Texas auto insurance policies;
- some insurers also report insurance policies written in another state where the insured vehicle is stored or located in Texas;
- TxDMV provides an update to the database of Texas registered vehicles;
- DPS provides a file of self-insured vehicles; and
- DPS provides an update to the database of Texas driver licenses.

Using cascading data matching, the TexasSure vendor attempts to match all reported insurance policy records to a Texas registered vehicle. Additionally, the TexasSure vendor attempts to match reported insured driver and driver license information to a Texas driver license. The databases of matched information are refreshed on a weekly basis. If the TexasSure vendor is not able to match an insured vehicle to a registered vehicle after at least sixty (60) calendar days, the customer is sent an Unmatched Notice letter and is asked to assist in identifying the reason for the non-match.

TexasSure allows designated users to obtain accurate and timely insurance information on a given vehicle and/or driver upon request. Current users include personnel at Texas law enforcement and criminal justice offices through the Texas Law Enforcement Telecommunications System (TLETS) and county Tax Assessor-Collector offices. Additional authorized users, such as vehicle inspection

stations and driver license offices, may be added. Users send a query to TexasSure based on one of the following:

- Texas License Plate Number
- Vehicle Identification Number (VIN)
- TxDMV Document Number (DOCNO)
- Texas Driver License Number
- Driver Name and Date of Birth

The TexasSure system shall respond to the query request within three (3) seconds and in no more than five (5) seconds. The users adapt the query response and included information to fit the needs of their systems and business processes.

TexasSure also incorporates an ongoing verification element, which identifies and contacts the owners of registered vehicles that appear to be uninsured. These customers receive an Uninsured Notice letter, which provides information on correcting any discrepancy which caused them to be mis-identified as uninsured, and reiterates Texas' financial responsibility requirements for those customers that are not in compliance with the law.

### 2.1.2. Background Information

Appendices A, B-1, C-1, and D provide background information on the implementing agencies, including Texas' unique regulatory environment. Appendix F details TexasSure background and usage information during calendar year 2009. The current Reporting Guide and User Manual for the database matching program and Web Services alternate test program can be found at www.tdi.state.tx.us/auto/frvp_company.html. This information should be reviewed and considered by the Respondents in their response.

## 2.2. Definitions

The following terms used in this RFO have the meanings assigned and may be used throughout this RFO.

(a) ABEND means abnormal end to a job.

(b) Cascading Data Matching means a data matching algorithm that uses multiple data fields to increase the accuracy of matched data.

(c) CJIS means the Criminal Justice Information System.

(d) Cold Site means a secure location where equipment would be shipped following a disaster.

(e) Contract Administrator means the TDI staff person that will be assigned to work with the Selected Respondent to ensure all requirements of the awarded contract, including but not limited to specifications and terms and conditions, are met throughout the term of the contract.

(f) Critical Time means the time in days per week and/or hours per day where the system is expected to be available and fully functional.

(g) Database Insurer means an insurer who opts to report policy record data directly to the Selected Respondent.

(h) DIR means the Texas Department of Information Resources.

(i) DPS means the Texas Department of Public Safety.

(j) Driver Match Rate means the percentage of reported unique driver licenses reported by insurers matched to a DPS driver license divided by the total number of all unique driver licenses reported by insurers.

(k) Dual Tone Multi-Frequency signaling (DTMF) means a system used for telecommunication signaling over analog telephone lines in the voice-frequency band between telephone handsets and other communications devices and the switching center.

(l) Financial Responsibility Certificate (FR) means the certificate individuals can obtain by filing proof of financial responsibility in accordance with the Texas Motor Vehicle Responsibility Act, Chapter 601 of the Texas Transportation Code.

(m) FTP means File Transfer Protocol. A protocol used to transfer files over a TCP/IP network.

(n) Fuzzy Logic means a form of multi-valued logic derived from fuzzy set theory to deal with reasoning that is approximate rather than precise.

(o) Hot Site means a secure location with equipment ready to go following a disaster.

(p) Implementing Agencies means the Texas Department of Insurance (TDI), the Texas Department of Public Safety (DPS), the Texas Department of Motor Vehicles (TxDMV), and the Texas Department of Information Resources (DIR).

(q) Insured(s) means an insurance customer/consumer who has purchased the required minimum limits of automobile liability insurance.

(r) Insurer(s) means an insurance company.

(s) IVR means Integrated Voice Response system. Technology that allows a computer to detect voice and/or dual tone multi-frequency signaling (DTMF) keypad inputs.

(t) Matching Algorithm means defined instructions for creating a reasonable match between two (2) or more sets of data. The TexasSure matching algorithm may include the use of fuzzy logic and cascading data matching.

(u) Named Non-Owner Policy (Also Non-Owner Policy) means a policy used to provide coverage for a named individual and spouse, if residents of the same household, for the operation of non-owned vehicles. The Driver License Number is the key to matching these types of policies.

(v) Recovery Point Objective (RPO) means the point in time from which the data is expected to be returned.

(w) Recovery Time Objective (RTO) means the number of hours between the dead time and the time the program is expected to be up again.

(x) Registration and Title System (RTS) means the TxDMV data processing system used to accomplish registration and titling transactions at county tax offices and other points of service throughout Texas.

(y) Reporting Guide and User Manual, Version 1.5 means the document which details the insurer reporting requirements for TexasSure. This document can be found at www.tdi.state.tx.us/auto/documents/User_GuideV1.5.pdf.

(z) Respondent means an individual or entity qualified to provide the goods and/or services sought by TDI pursuant to this RFO.

(aa) Selected Respondent means the vendor ultimately selected to operate and maintain TexasSure Vehicle Insurance Verification.

(bb) Self Insurance (SI) Certificate means a certificate that companies with more than twenty-five (25) vehicles and the financial ability to pay a minimum of three (3) judgments can obtain a Self Insurance Certificate (SI), in accordance with the Texas Motor Vehicle Responsibility Act, Chapter 601 of the Texas Transportation Code.

(cc) TDI means the Texas Department of Insurance.

(dd) TexasSure means TexasSure Vehicle Insurance Verification, the Texas financial responsibility verification program.

(ee) TLETS means the Texas Law Enforcement Telecommunications System. TLETS acts as a message brokering system for DPS, making information available to law enforcement and the criminal justice system.

(ff) Transmission Control Protocol/Internet Protocol (TCP/IP) means the basic two (2)-layer suite of communication protocols used to connect hosts. TCP/IP is the communication protocol used on the Internet.

(gg) TxDMV means the Texas Department of Motor Vehicles.

(hh) Unmatched means customers who have an insurance policy that is reported by their insurance company to TexasSure, but which TexasSure is not able to match to a registered vehicle.

(ii) Uninsured means customers who have a Texas registered vehicle that is not currently linked to an active insurance policy.

(jj) Vehicle Match Rate means the percentage of reported unique insured vehicles matched to registered vehicles divided by the total number of all unique insured vehicles received.

(kk) Users means the Texas Department of Motor Vehicles, the Texas Department of Public Safety, the Texas Department of Insurance, the Texas Law Enforcement Telecommunications System (TLETS), and other authorized users.

(ll) VIN means Vehicle Identification Number.

(mm) Web Service Description Language (WSDL) means an XML-based language used to describe a Web service's capabilities as collections of communication endpoints capable of exchanging messages.

(nn) **Web Services Test Program Reporting Guide and User Manual, Version 1.1** means the document which details the current test program for Web Services. This document can be found at www.tdi.state.tx.us/auto/documents/WS_user_guide_v1.1.pdf.

(oo) **Web Services Insurer** means an insurer who opts to provide policy record data to the Selected Respondent on request via a Web services application.

(pp) **Web Services, Web Services Application** means the standardized way that a Web user or Web-connected program can call another Web-based application hosted on a business' Web server.

(qq) **World Wide Web Consortium (W3C)** means an international consortium of companies involved with the Internet to develop open standards so that the Web evolves in a single direction rather than being splintered among competing factions.

(rr) **XML (Extensible Markup Language)** means a flexible way to describe data and the format of that data over the Internet. XML allows designers to create their own customized tags, enabling the definition, transmission, validation, and interpretation of data between applications and organizations. Sometimes referred to as "XML payload message."

## 2.3. Roles and Responsibilities of Each Agency

### 2.3.1. Texas Department of Insurance

As the lead agency responsible for TexasSure, TDI's roles and responsibilities with relation to this project include:

- Serving as Contract Administrator for the term of the contract
- Providing additional detailed information to the Selected Respondent in a timely manner
- Providing resources to review documents prepared by the Selected Respondent
- Providing resources to respond to requests for information related to business questions
- Providing resources to test the program in accordance with a schedule to be outlined later with the Selected Respondent
- Writing and issuing rules requiring Texas insurers writing personal and commercial vehicle policies to report/provide policy information to the Selected Respondent
- Monitoring insurer compliance with TexasSure reporting requirements

### 2.3.2. Texas Department of Motor Vehicles

TxDMV's roles and responsibilities with relation to this project include:

- Providing appropriate resources to the project to assure that the project remains on schedule
- Providing additional detailed information to the Selected Respondent in a timely manner
- Providing data to the Selected Respondent, to include the Motor Vehicle Registration Database with weekly updates
- Providing resources to test the program in accordance with a schedule to be outlined later with the Selected Respondent
- Providing TxDMV staff to develop interfaces to the program and to make information available to TxDMV staff as appropriate

### 2.3.3. Texas Department of Public Safety

DPS' roles and responsibilities with relation to this project include:

- Providing appropriate resources to the project to assure that the project remains on schedule
- Providing additional detailed information to the Selected Respondent in a timely manner

- Providing data to the Selected Respondent, to include the Texas Driver License Basic File with weekly updates and a listing of Self Insurance and Financial Responsibility Certificates
- Providing resources to test the program in accordance with a schedule to be outlined later with the Selected Respondent
- Providing DPS resources to configure interfaces to the TexasSure program and to make information available to DPS staff as appropriate

#### 2.3.4. Texas Department of Information Resources

DIR's roles and responsibilities with relation to this project include:

- Providing appropriate resources to the project to assure that the project remains on schedule
- Providing additional detailed information to the Selected Respondent in a timely manner
- Providing DIR staff to develop interfaces to the program and to make information available to DIR staff, as appropriate
- Providing for co-location of equipment at the Texas State Data Center
- Providing telecommunications services

### 2.4. Service 1 – TexasSure Matching and Query Response Program

TDI requires continuation of the TexasSure matching and query response system. This overall program consists of several specific elements, which are detailed below with specific requirements and processes. TDI prefers a two (2) database solution, with a vehicle database and a driver license database. The vehicle database would incorporate vehicle matches, web services for vehicle queries, vehicle query response logic, the ongoing verification process, and production of related reports. The driver license database would incorporate driver license matches, web services for driver license queries, driver license query response logic, and production of related reports. TDI will consider approaches comprising of additional databases; however, Respondents shall detail how the data will be synchronized at all times during production. Liquidated Damages may apply if the Selected Respondent fails to keep multiple databases synchronized.

#### 2.4.1. Data

Selected Respondent shall receive the following information for use in the operation of TexasSure:

1. Registration database consisting of actively registered vehicles (up to six (6) months expired) from TxDMV with weekly updates. Quarterly vehicle registration database files may be available upon request. Weekly files will be transmitted via File Transfer Protocol (FTP). Quarterly files will be transferred via encrypted DVDs. See Appendix B-2 for detailed information.
2. Driver License data from DPS in the form of an initial data file and weekly updates. Additional full (initial) files may be available upon request. Files will be transmitted via FTP. See Appendices C-2 and C-3 for detailed information.
3. Self-Insurance and Financial Responsibility Certificates from DPS. The complete file will be provided on a weekly basis. Files will be transmitted via FTP. See Appendix C-4 for detailed information.
4. Full book of business policy information from licensed personal automobile insurers as detailed in the Reporting Guide and User Manual, Version 1.5. The Selected Respondent shall accept this data in the transmission format and in each reporting format detailed in the Reporting Guide and User Manual, Version 1.5. This manual can be found at: www.tdi.state.tx.us/auto/documents/User_GuideV1.5.pdf.
5. Full book of business policy information from licensed commercial automobile insurers. The reporting requirements for commercial automobile insurers are currently under development. Respondents can expect that vehicle-specific commercial automobile insurance policies will adhere to the reporting guidelines as defined for personal automobile insurers in the Reporting Guide and User Manual, Version 1.5. The Selected Respondent shall accept this data in the

transmission format and in each reporting format detailed in the Reporting Guide and User Manual, Version 1.5. TDI may develop separate reporting guidelines for non vehicle-specific commercial automobile insurance policies (fleet policies).

Further, the Selected Respondent shall:

1. Be capable of receiving data transmissions via FTP with Pretty Good Privacy (PGP), which provides 128-bit encryption recommended by the FBI.
2. Adhere to the reporting guidelines, file specifications, naming conventions, transmission guidelines and other details as outlined in the Reporting Guide and User Manual, Version 1.5. Revisions to this manual may be made by TDI as deemed necessary for successful program operations.
3. Ensure that there is no change to the reporting methodology and requirements currently in place for Texas insurance companies, unless such changes are deemed necessary by TDI. The only acceptable changes will be to the FTP address used by insurers and established encryption keys.

2.4.2. Database Matching – Vehicles

1. Selected Respondent shall create the TexasSure vehicle database by merging the vehicle registration database with: 1) insurance policy information reported by insurance companies; 2) self-insurance reported by DPS; and 3) financial responsibility certificates reported by DPS.
2. Selected Respondent shall accept and utilize in the match process weekly data loads from each insurance company, TxDMV and DPS.
3. Selected Respondent shall test file receipt and analysis with each contributing party to make sure the data is correctly received and processed.
4. Selected Respondent shall regularly review insurer files for compliance with reporting guidelines, communicate issues with insurers as applicable, and provide related reports to TDI.
5. Selected Respondent shall utilize a matching algorithm for the match process. The matching algorithm must be flexible and able to adapt to changes in State data and system changes deemed necessary for the integrity of the program.
6. Selected Respondent shall take appropriate steps to normalize data as necessary. The Selected Respondent shall utilize logic that recognizes the potential relationship between “Robert”, “Robbie”, “Bob”, and “Bobby”; “Road” and “Rd”; “RT”, “RR”, and “Route”, etc.
7. Selected Respondent shall ensure that a match includes both a positive link between registered vehicle and insured vehicle information and a positive link between registered owner and insured driver information (names and/or addresses).
8. Selected Respondent shall identify whether a match is Strong, Medium, or Weak, as defined below. TDI may further define the match level with the Selected Respondent. TDI will determine which level of matches will be acceptable in order for the Selected Respondent to meet the required vehicle match rate.
    a. Strong Match – signifies an exact match between registered vehicle and insured vehicle information plus an exact match between registered owner and insured driver information (names and/or addresses).
    b. Medium Match – signifies the use of fuzzy logic/cascading logic to achieve either a match between registered vehicle and insured vehicle information or a match between registered owner and insured driver information (names and/or addresses). The other match element must be an exact match. For example, if fuzzy logic/cascading logic is used to achieve a match between registered owner and insured driver information, there must be an exact match between registered vehicle and insured vehicle information.

c. Weak Match – signifies the use of fuzzy logic/cascading logic to achieve a match between registered vehicle and insured vehicle information and a match between registered owner and insured driver information (names and/or addresses).

9. At times, Selected Respondent may be asked to research specific match issues brought to the attention of TDI. Selected Respondent shall provide a detailed diagnosis of the match issue. TDI, along with the Selected Respondent, will regularly review diagnosed match issues to determine if any revisions or refinements to the match process are necessary to improve system functionality.
10. Following each weekly submission, the Selected Respondent shall provide the following return files to each insurance company reporting data, as currently established in the Reporting Guide and User Manual, Version 1.5. Additional files may be added as deemed necessary for successful program operations.
    a. Receipt File
    b. Rejection File
    c. Acceptance File
    d. Data Compliance File
11. Selected Respondent shall create and maintain a list of actively reported insurance policy records that cannot be matched to a registered vehicle. The list must identify the first time the policy was reported by the insurance company and not matched to a registered vehicle. The list must be updated following each weekly reporting cycle. This is the Unmatched list.
12. Selected Respondent shall attempt to match the Unmatched list against VINs in the vehicle registration data. For those VINs that do not match, Selected Respondent shall check the Unmatched list VIN information against VIN verification software. If the result is more than one (1) digit off from being a valid VIN, the Selected Respondent shall return the record to the applicable insurance company as part of a VIN Rejection file. The VIN Rejection file must list all invalid VINs reported by an insurance company on the weekly submission.

2.4.2.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall maintain a vehicle match rate of at least ninety-eight percent (98%).
3. Selected Respondent shall update the TexasSure database with the most recent data on at least a weekly basis.

2.4.3. Database Matching – Driver Licenses

1. Selected Respondent shall create the TexasSure Driver License database by merging the DPS driver license database with: 1) insurance policy information reported by insurance companies; 2) self-insurance reported by DPS; and 3) financial responsibility certificates reported by DPS.
2. Selected Respondent shall accept and utilize in the match process weekly data loads from each insurance company and DPS.
3. Selected Respondent shall test file receipt and analysis with each contributing party to make sure the data is correctly received and processed.
4. Selected Respondent shall regularly review insurer files for compliance with reporting guidelines, communicate issues with insurers as applicable, and provide related reports to TDI.
5. Selected Respondent shall utilize a matching algorithm for the match process. The matching algorithm must be flexible and able to adapt to changes in State data and system changes deemed necessary for the integrity of the program.

6. Selected Respondent shall take appropriate steps to normalize data as necessary. The Selected Respondent shall utilize logic that recognizes the potential relationship between "Robert", "Robbie", "Bob", and "Bobby"; "Road" and "Rd"; "RT", "RR", and "Route", etc.
7. Selected Respondent shall ensure that a match includes both a positive link between DPS driver license number and insurance policy driver license number and a positive link between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address.
8. Selected Respondent shall identify whether a match is Strong, Medium, or Weak, as defined below. TDI may further define the match level with the Selected Respondent. TDI will determine which level of matches will be acceptable in order for the Selected Respondent to meet the required driver match rate.
    a. Strong Match – signifies an exact match between DPS driver license number and insurance policy driver license number plus an exact match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address.
    b. Medium Match – signifies the use of fuzzy logic/cascading logic to achieve either a match between DPS driver license number and insurance policy driver license number or a match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address. The other match element must be an exact match. For example, if fuzzy logic/cascading logic is used to achieve a match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address, there must be an exact match between DPS driver license number and insurance policy driver license number.
    c. Weak Match – signifies the use of fuzzy logic/cascading logic to achieve a match between DPS driver license number and insurance policy driver license number and a match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address.
9. Selected Respondent may be asked to research specific match issues brought to the attention of TDI. Selected Respondent shall provide a detailed diagnosis of the match issue. TDI, along with the Selected Respondent, will regularly review diagnosed match issues to determine if any revisions or refinements to the match process are necessary to improve system functionality.
10. Following each weekly submission, the Selected Respondent shall provide the following return files to each insurance company reporting data, as currently established in the Reporting Guide and User Manual, Version 1.5. Additional files may be added as deemed necessary for successful program operations. These files must be provided in conjunction with, and not necessarily in addition to, the files detailed in RFO Section 2.4.2., item 10.
    a. Receipt File
    b. Rejection File
    c. Acceptance File
    d. Data Compliance File
11. Selected Respondent shall review each insurance company's weekly submission to determine if duplicate driver license numbers are being reported for multiple drivers. If Selected Respondent identifies two (2) or more duplicate driver license numbers from any one company linked to different drivers, the Selected Respondent shall return the records to the applicable insurance company as part of a Driver License Rejection file. The Driver License Rejection file must list all invalid driver licenses reported by an insurance company on the weekly submission.

2.4.3.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.

2. Selected Respondent shall maintain a driver match rate of at least ninety-eight percent (98%).
3. Selected Respondent shall update the TexasSure Driver License database with the most recent data on at least a weekly basis.

### 2.4.4. Query Response Process

#### 2.4.4.1. Standard Query Response Process

1. Selected Respondent shall provide a standard insurance verification query response to the following users: Law Enforcement via the Texas Law Enforcement Telecommunication System (TLETS), TxDMV for use by county Tax Assessor-Collectors, and future authorized users such as DPS driver license offices and vehicle inspection stations.
2. Selected Respondent shall verify insurance coverage based on only one of the following:
   a. Texas License Plate Number
   b. Vehicle Identification Number (VIN)
   c. TxDMV Document Number (DOCNO)
   d. Texas Driver License Number
   e. Driver Name and Date of Birth
3. No additional information will be collected and/or utilized by the State user in this query process.
4. Selected Respondent shall adhere to security requirements as detailed in RFO Section 2.8.
5. Selected Respondent shall utilize the query response process and logic outlined in Appendix G. All query logic is subject to change based on continued program experience.
6. Selected Respondent shall return all available data elements as outlined in Appendix G.
7. Selected Respondent shall respond to the request within three (3) seconds of receiving the request. The maximum allowable response time is five (5) seconds. No exceptions to this response time will be permitted.
8. Selected Respondent shall provide information to TLETS users through a communications interface with the TLETS system. The TLETS interface requires the following:
   a. Communications via a standard TCP/IP dual-socket protocol using the NLETS standard.
   b. The NLETS TCP/IP protocol requires that two (2) distinct halves compose an active interface. One half is the input connection that only receives messages from DPS and sends back acknowledgements or rejections. The other half is an output connection that only sends responses to DPS and receives acknowledgements. Each half is a standard TCP/IP socket stream connection and operates independently of the other.
   c. The TLETS socket protocol is an “always connected” protocol and cannot be externally load-balanced.
   d. Communications must occur asynchronously. Data encryption will not be required as the network will encrypt the data at the hardware level.
   e. Data exchange is in XML. TLETS will transform responses into the appropriate format for its end users.

f. Neither the established transmission format nor the communications protocol will change without prior written agreement between TDI and the Selected Respondent.

9. TxDMV and future authorized users such as DPS driver license offices and vehicle inspection stations will use a single Web Service protocol to retrieve vehicle and driver information and the status of insurance. A WSDL (Web Services Definition Language) shall be developed by the Selected Respondent and provided to the users. The WSDL must comply with industry standard Web Services. The Selected Respondent shall provide the response in XML format via a secure communication method. The XML file must be compliant with XML standards as published by the World Wide Consortium (W3C), and include schema validation. The Selected Respondent will work with TDI to establish an exchange format. Once established, the exchange format may not change without prior written agreement from TDI. TxDMV and future authorized users will be responsible for adapting the response provided and integrating that response into their process.
10. Selected Respondent shall employ load balancing for TxDMV and future authorized users.

2.4.4.2. Non-Standard Query Response / TDI

Selected Respondent shall make available and maintain TexasSure query access via the web for select TexasSure staff at TDI. Access to this information must be secure and password protected. Access to this information will be determined by TDI. Information required in addition to the Standard Response detailed in RFO Section 2.4.4.1 includes, but is not limited to:

1. The last three (3) record changes for the vehicle registration
2. The last three (3) record changes for the insurance policy on record
3. The match level (Strong, Medium, Weak)

In addition to the query fields identified in RFO Section 2.4.4.1 item 2, the Non-Standard Response shall have the ability to query by insurance company name and insurance policy number. Information required in this query response includes, but is not limited to:

1. The insurance policy information submitted by that insurer for that policy
2. The most recent date that insurance policy record was reported to TexasSure
3. The vehicle registration record information that the insurance policy record was matched to
4. The match level (Strong, Medium, Weak)

Selected Respondent shall adhere to security requirements as detailed in RFO Section 2.8.

2.4.4.3. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall respond to a query within three (3) seconds of receiving the request. Maximum allowable response time is five (5) seconds.
3. The query response process must be available twenty-four (24) hours a day, seven (7) days a week.
4. Selected Respondent shall ensure that all TexasSure servers are synchronized and have the same data available to all system users at any given time.

### 2.4.5. Ongoing Verification Process

Ongoing Verification allows TexasSure to monitor the insurance status of Texas registered vehicles on a regular basis. This process must incorporate both the database matching process and web services as detailed in RFO Section 2.5.

1. On a weekly basis, the Selected Respondent shall produce a list of current vehicle registration records never matched to an insurance policy record or not matched to an insurance policy record for more than forty-five (45) calendar days. The time period is subject to change with thirty (30) calendar days notice from TDI. These are Uninsured customers.
2. The Uninsured list must be sorted by the Last Match Date, with the most recent Last Match Date at the top.
3. The Uninsured list must incorporate responses from customers in receipt of an Uninsured Notice as detailed in RFO Section 2.6.

#### 2.4.5.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.

### 2.4.6. Report Production

Selected Respondent shall provide to TDI program-related reports and logs via a secure and password protected web site. Reports will be used to monitor program use, program activity, program effectiveness, insurer compliance, driver compliance, and Selected Respondent's activities and operations. The reports and logs must be available for download in Microsoft Excel or .csv file. Full audit capability is required for each report. The detailed list of reports and logs and specific requirement for each report or log will be finalized with the Selected Respondent. The reports will include, but are not limited to:

1. Insurer Reporting Status
2. Insurer Reporting Compliance
3. Log Files of the Various Update and Reporting Processes
4. Expired Policy Report
5. Query Statistics, including quantity, response type, response time, source
6. Unmatched Registrations by ZIP
7. Driver License Statistics
8. Vehicle Registration Statistics
9. Program Summary Report
10. TLETS Transactions per Law Enforcement Agency

#### 2.4.6.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall make available required reports no later than the fifth ($5^{th}$) business day of each month.
3. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.
4. Selected Respondent shall develop ad hoc reports as requested by TDI.

### 2.4.7. Testing and Deliverable Acceptance Criteria

TDI will evaluate and test the program according to the following criteria and any additional acceptance criteria agreed to prior to award and included in the awarded contract.

#### 2.4.7.1. Testing

Test planning and execution shall include the following processes, subject to TDI review and approval:

1. Selected Respondent shall establish a detailed system test plan;
2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;
3. Selected Respondent shall develop test scripts;
4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;
5. Selected Respondent shall work with TDI to execute a parallel test of the program;
6. Selected Respondent shall perform load testing;
7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and
8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.

TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies.

2.4.7.2. Deliverable Acceptance Criteria

1. TDI must have a minimum of ten (10) business days to review final deliverables;
2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;
3. Acceptance will be achieved under any one of the following conditions:
   a. TDI provides written acceptance of the deliverable during the review period;
   b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or
   c. The deliverable review period expires with no changes requested by TDI.

2.4.8. Documentation Deliverables

Selected Respondent shall produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. These documents must be living documents that will be updated with approval as the project proceeds. Selected Respondent shall adhere to the finalized documents during the operation of TexasSure.

1. Project Management Plan
2. Project Work Plan
3. Change Management Plan
4. Quality Management Plan, including procedures for regular Quality Assurance Reports
5. Methodology
6. Detailed Requirements Documentation
7. Training Plan
8. Operating Procedures

#### 2.4.8.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements established in the above documentation.
2. Selected Respondent shall submit Quality Assurance reports on at least a quarterly basis.

## 2.5. Service 2 – Web Services

TDI is currently testing an alternate Web Services reporting element for TexasSure. The Selected Respondent shall continue this process and be prepared to fully integrate Web Services with the overall TexasSure program upon notification by TDI. The Selected Respondent should be aware that the Web Services element may already be implemented at the time a contract is awarded, if any, as a result of this RFO. In the event that Web Services is not implemented at the time of contract award, Selected Respondent shall not develop this service until TDI has obtained commitment from five (5) insurance companies to utilize the Web Services System, or until TDI otherwise notifies Selected Respondent to proceed. Once notified by TDI to begin development of Web Services, Selected Respondent will have ninety (90) calendar days, or a timeframe mutually agreed upon by TDI and the Selected Respondent, to develop Web Services and be fully prepared to test with participating insurance companies. This service will be implemented solely at TDI's discretion; if TDI determines that this service will not be implemented, no payment will be made.

Texas insurance companies may have the option to fulfill reporting requirements via Web Services rather than weekly database reporting. Texas does not anticipate requiring insurers to report via Web Services. The Web Services Test Program Reporting Guide and User Manual, Version 1.1, can be found at www.tdi.state.tx.us/auto/documents/WS_user_guide_v1.1.pdf.

### 2.5.1. Integrate with Database Program

1. Selected Respondent shall receive monthly full book of business data files from each Web Services insurance company. The Selected Respondent shall accept this data in each reporting format detailed in the Reporting Guide and User Manual, Version 1.5. The frequency of reporting may change at the discretion of TDI.
2. Selected Respondent shall utilize the monthly data files in the match process as outlined in Sections 2.4.2 and 2.4.3 of this RFO.
3. Selected Respondent shall provide the following return files to each insurance company reporting data, as currently established in the Reporting Guide and User Manual, Version 1.5.
   a. Receipt File
   b. Rejection File
   c. Acceptance File
   d. Data Compliance File
4. Selected Respondent shall create and maintain a list of actively reported insurance policy records that cannot be matched to a registered vehicle. The list must identify the first time the policy was reported by the insurance company and not matched to a registered vehicle. This is the Unmatched list. This list must be provided in conjunction with, and not in addition to, the Unmatched list detailed in RFO Section 2.4.2., item 11.
5. Selected Respondent shall execute an extensive test process with each insurance company that selects to report via Web Services. An insurance company will not be permitted to report via Web Services until successful completion of all test elements has been completed and approved by TDI. The Selected Respondent and TDI will jointly establish the test process.

### 2.5.2. Module for Company Use

1. Selected Respondent shall develop a matching module that can be utilized by interested insurance companies. The purpose of this matching module is to standardize the match process used by participating web services insurers, and thereby increasing the overall effectiveness of Web Services.
2. Selected Respondent shall not develop this service until TDI has obtained commitment from five (5) insurance companies to utilize the matching module, or until TDI otherwise notifies Selected Respondent to proceed. Once notified by TDI to begin development of the matching module, Selected Respondent will have ninety (90) calendar days, or a timeframe mutually agreed upon by TDI and the Selected Respondent, to develop the matching module and be fully prepared to test with participating insurance companies. This service will be implemented solely at TDI's discretion; if TDI determines that this service will not be implemented, no payment will be made.
3. The matching module must be tested and approved for use by TDI prior to its release for use by any interested insurance companies.
4. The matching module must be portable across various development platforms.
5. Selected Respondent shall utilize a matching algorithm for the match process. The matching algorithm must be flexible and able to adapt to changes in State data and system changes deemed necessary to the integrity of the program.
6. Selected Respondent may be asked to research specific match issues brought to the attention of TDI. Selected Respondent shall provide a detailed diagnosis of the match issue. TDI, along with the Selected Respondent, will regularly review diagnosed match issues to determine if any revisions or refinements to the match process are necessary to improve system functionality. Updates to the matching module shall be provided to insurers at no extra fee.
7. Web Services insurers will not be required to use the matching module developed by the Selected Respondent. Web Services insurers who do not utilize the matching module developed by the Selected Respondent will be responsible for developing their own matching process. Web Services insurers who develop their own matching process must successfully complete an extensive test process and be approved by TDI before they will be permitted to report via Web Services.
8. Selected Respondent may not charge a fee to insurance companies for the licensing and use of the developed matching module. Updates, user manuals, bug fixes, and maintenance to the matching module shall be provided to insurers at no extra fee.

### 2.5.3. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall maintain a vehicle match rate of at least ninety-eight percent (98%) and a driver match rate of at least 98%.
3. Selected Respondent shall update the TexasSure database with the most recent data on at least a weekly basis.

### 2.5.4. Report Production

Selected Respondent shall provide to TDI program-related reports and logs via a secure and password protected web site. Reports will be used to monitor program use, program activity, program effectiveness, insurer compliance, driver compliance, and Selected Respondent's activities and operations. The reports and logs shall be available for download in Microsoft Excel or .csv file. Full audit capability is required for each report. The detailed list of reports and logs and specific requirement for each report or log will be finalized with the Selected Respondent. The reports will include, but are not limited to:

1. Insurer Reporting Status

2. Insurer Reporting Compliance
3. Log Files of the Various Update and Reporting Processes
4. Expired Policy Report
5. Query Statistics, including quantity, response type, response time, source
6. Unmatched Registrations by ZIP
7. Driver License Statistics
8. Vehicle Registration Statistics
9. Program Summary Report
10. TLETS Transactions per Law Enforcement Agency

#### 2.5.4.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.
3. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.
4. Selected Respondent shall develop ad hoc reports as requested by TDI.

### 2.5.5. Testing and Deliverable Acceptance Criteria

TDI will evaluate and test the program according to the following criteria and any additional acceptance criteria agreed to prior to award and included in the awarded contract.

#### 2.5.5.1. Testing

Test planning and execution shall include the following processes, subject to TDI review and approval:

1. Selected Respondent shall establish a detailed system test plan;
2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;
3. Selected Respondent shall develop test scripts;
4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;
5. Selected Respondent shall work with TDI to execute a parallel test of the program;
6. Selected Respondent shall perform load testing;
7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and
8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.

TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies.

#### 2.5.5.2. Deliverable Acceptance Criteria

1. TDI must have a minimum of ten (10) business days to review final deliverables;
2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;
3. Acceptance will be achieved under any one of the following conditions:
   a. TDI provides written acceptance of the deliverable during the review period;
   b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or
   c. The deliverable review period expires with no changes requested by TDI.

### 2.5.6. Documentation Deliverables

Selected Respondent shall produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. These documents must be living documents that will be updated with approval as the project proceeds. Selected Respondent shall adhere to the finalized documents during the operation of TexasSure.

1. Project Management Plan
2. Project Work Plan
3. Change Management Plan
4. Quality Management Plan, including procedures for regular Quality Assurance Reports
5. Methodology
6. Detailed Requirements Documentation
7. Training Plan
8. Operating Procedures

#### 2.5.6.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements established in the above documentation.
2. Selected Respondent shall submit Quality Assurance reports on at least a quarterly basis.

## 2.6. Service 3 - Customer Notices and Call Center

### 2.6.1. Customer Notices

Selected Respondent shall send written notices to two (2) groups of Texas consumers:

- Unmatched – customers who have a current insurance policy that is reported by their insurance company to TexasSure, but which TexasSure is not able to match to a registered vehicle.
- Uninsured – customers who have a Texas registered vehicle that is not currently linked to an active insurance policy.

These customer groups are generated through the TexasSure matching program. Unmatched customers are identified through the Unmatched List; see RFO Sections 2.4.2. item 11 and 2.5.1. item 4. Uninsured customers are identified through the Ongoing Verification Process detailed in RFO Section 2.4.5.

#### 2.6.1.1. Unmatched Notice

1. The Unmatched Notice, first (1st) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language. The Unmatched Notice, second (2nd) notice letter, will be one (1) page (two-sided), grayscale, with the back of the letter containing static language.

2. TDI will provide the format and content for the Unmatched Notice. The format may be adjusted at the discretion of TDI. Selected Respondent shall incorporate any changes to the notice within thirty (30) business days. TDI will not be responsible for any costs incurred by Selected Respondent for any pre-printed notices that are not utilized as a result of changes to the format and content.
3. Each letter must have an individual case number or reference code.
4. TDI will determine the amount of time that an insurance policy record must be unmatched before an Unmatched Notice is generated. Respondents should estimate this time period to be sixty (60) calendar days. The time period is subject to change with thirty (30) calendar days notice from TDI.
5. Unmatched Notices shall not be sent for an insurance policy that was not reported with the insurance company's most recent weekly data load.
6. Unmatched Notices shall not be sent for an insurance policy that is more than twenty-one (21) calendar days expired. The time period is subject to change with thirty (30) calendar days notice from TDI.
7. Only one Unmatched Notice shall be sent for each unmatched vehicle, regardless of the number of drivers listed on the insurance policy record. In the case of multiple drivers listed on an insurance policy, the Selected Respondent will work with TDI to establish logic to determine which insured driver should receive the Unmatched Notice.
8. Customers may receive a second notice if there is no response to the first notice after thirty (30) business days and the insured vehicle is still identified as unmatched. Second notices shall only be sent if the insurance policy was reported during the most recent data submission period and the insurance policy is not more than twenty-one (21) calendar days expired. These time periods are subject to change with thirty (30) calendar days notice from TDI. Second notices shall utilize the original individual case number or reference code, or shall otherwise be cross-referenced to the first notice.
9. See Appendix H for a sample Unmatched Notice.

2.6.1.2. Uninsured Notice

1. The Uninsured Notice, first (1st) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language. The Uninsured Notice, second (2nd) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language.
2. TDI will provide the format and content for the Uninsured Notice. The format may be adjusted at the discretion of TDI. Selected Respondent shall incorporate any changes to the notice within thirty (30) business days. TDI will not be responsible for any costs incurred by Selected Respondent for any pre-printed notices that are not utilized as a result of changes to the format and content.
3. Each letter must have an individual case number or reference code.
4. TDI will determine the amount of time that a vehicle registration record must appear to be uninsured before an Uninsured Notice is generated. Respondents should estimate this time period to be sixty (60) calendar days. The time period is subject to change with thirty (30) calendar days notice from TDI.
5. Uninsured Notice letters shall only be sent to the owners of currently registered vehicles (i.e. the registration is not expired).
6. Customers may receive a second notice if there is no response to the first notice after thirty (30) calendar days and the registered vehicle is still identified as uninsured. The time period is subject to change with thirty (30) calendar days notice from TDI.

Second notices shall only be sent to the owners of currently registered vehicles (i.e. the registration is not expired). Second notices shall utilize the original individual case number or reference code, or shall otherwise be cross-referenced to the first notice.

7. See Appendix I for a sample Uninsured Notice.

2.6.1.3. Mailing and Postage

1. Selected Respondent shall establish a postal permit account with the United States Postal Service (USPS).
2. Selected Respondent shall utilize National Change of Address (NCOA) or similar services.
3. Selected Respondent shall establish a process to send international mail as necessary.
4. The State will advance postage to the established postal permit account, and will maintain an appropriate postage level, for use by the Selected Respondent for the mailing of customer notices.
5. Selected Respondent shall submit monthly statements from the USPS with their monthly invoice statements.
6. Selected Respondent shall submit a monthly statement detailing postage for mail items that were metered due to damage in the printing process or due to an international address, and other miscellaneous postage expenses.
7. Selected Respondent will mail up to 25,000 notices per week. TDI will establish the exact number of weekly notices. The priority for these notices will be:
   a. Unmatched Notices, first (1st) notice
   b. Unmatched Notices, second (2nd) notice
   c. Uninsured Notices, second (2nd) notice
   d. Uninsured Notices, first (1st) notice
8. Selected Respondent will be reimbursed for operational costs at a guaranteed minimum of 25,000 notices per week. Postage will be reimbursed based on actual volume. TDI reserves the right to adjust the number of weekly mailings with fifteen (15) business days notice to the Selected Respondent.
9. TDI reserves the right to adjust the guaranteed minimum to 15,000 notices per week or 50,000 notices per week with fifteen (15) business days notice to the Selected Respondent. Selected Respondent will be reimbursed according to the pricing submitted in RFO Exhibit 2.

2.6.1.4. Performance Standards to Meet

1. Selected Respondent shall issue the first (1st) Unmatched Notice and second (2nd) Unmatched Notice within the established time frame, up to the maximum or established volume.
2. Selected Respondent shall issue the first (1st) Uninsured Notice and second (2nd) Uninsured Notice within the established time frame, up to the maximum or established volume.
3. Selected Respondent shall adhere to the established priority schedule.
4. Selected Respondent shall adhere to the requirements detailed above.

2.6.2. Call Center

Selected Respondent shall establish a call center to process customer responses to the Unmatched and Uninsured Notices. The call center must utilize the motor vehicle registration database provided and updated by TxDMV, in addition to TexasSure match data, the Unmatched List, and the Uninsured List (see RFO Sections 2.4.2. item 10, 2.4.5., and 2.5.1. item 4).

2.6.2.1. Location, Access, and Service

1. The call center must be located in Texas unless the Selected Respondent can clearly demonstrate that another U.S. location is in the best interest and value to the State. The call center location must be approved by TDI.
2. The call center must have customer service representatives (CSR) available Monday through Friday, 8 a.m. to 5 p.m., Central Time, Austin, Texas. The call center will be closed on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; and Day after Christmas.
3. Selected Respondent shall maintain one (1) toll-free number. All services offered by the call center must be accessible by touch-tone, pulse, and rotary dial telephones. In addition, the call center must accept calls from hearing impaired services, such as Relay Texas.
4. Selected Respondent shall provide and maintain a telecommunications network capable of supporting fluctuating call volumes.
5. A call automatically placed on hold prior to the caller receiving a prompt for caller response does not meet the definition of "answered" for the purposes of this RFO.
6. Selected Respondent shall provide a response for average wait time for calls on hold.
7. Selected Respondent shall define the action to be taken in the event of a systems overload.
8. Selected Respondent shall maintain a website with online services available twenty-four (24) hours a day, seven (7) days a week.
    a. The website must comply with accessibility and usability standards outlined in Chapter 206 of Title 1 of the Texas Administrative Code. These requirements can be found at http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=206
    b. The website must comply with applicable security standards outlined in Chapter 202 of Title 1 of the Texas Administrative Code. These requirements can be found at http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202
    c. The website must be capable of collecting and processing information, and providing customer feedback including automated email confirmation of receipt and further instructions.
    d. The website will be reviewed and approved by TDI and DIR web staff.
    e. The website must contain a method for customers to check and easily print the status of information following their response to the Unmatched or Uninsured Notice.
9. Selected Respondent shall maintain an integrated voice response (IVR) system available twenty-four (24) hours a day, seven (7) days a week. TDI will approve the language and flow of the IVR system.
    a. The IVR must respond to "keyed" commands from customers using touch-tone phones. The IVR is not required to respond to voice commands, but this option is preferred.
    b. The IVR must capture the length of time a caller must wait for their call to be answered by a Call Center Representative.

c. The IVR must contain a method for customers to check the status of information following their response to the Unmatched or Uninsured Notice.
d. Selected Respondent shall apply necessary or requested changes to the IVR within thirty (30) calendar days of notice from TDI.

10. All call center services must be available in both English and Spanish. CSR staff must utilize language line services to accommodate customers speaking other languages.
11. Selected Respondent shall maintain reasonable practices to ensure the confidentiality of customer information.
12. All calls received and/or placed by a CSR must be recorded and logged. Recorded calls must be kept for a period of four (4) weeks. Recordings must be made available to TDI upon request.
13. All calls received must be prioritized on a first in, first out (FIFO) basis.
14. Responses received via IVR, website and mail must be processed within five (5) business days.
15. Mail responses from consumers, data concerning any forwarding of mail by the USPS and returned mail from USPS must be scanned and held for a minimum of fourteen (14) calendar days before destruction. Scanned documents must be available to the CSR and TDI as needed.
16. Selected Respondent shall maintain address updates identified through consumer responses, USPS forwarded mail notices, USPS return mail notices, and NCOA (or similar service) data.
17. Selected Respondent shall provide remote access to the call center system to up to four (4) TDI staff. This access must include the ability to research and/or process customer information.
18. Selected Respondent shall provide remote call monitoring capability to up to four (4) TDI staff.
19. Selected Respondent shall provide appropriate mechanisms for TDI to monitor the above stated requirements and performance standards on a regular basis.

2.6.2.1.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall maintain appropriate staffing levels to meet the following performance standards Monday through Friday, 8 a.m. to 5 p.m., Central Time, Austin, Texas:
   a. An average of eighty percent (80%) of calls answered within sixty (60) seconds; the remaining twenty percent (20%) to be answered within 120 seconds.
   b. No call will receive a busy signal for the first one hundred (100) calls, or a level defined by the Selected Respondent and agreed upon by TDI.
   c. Selected Respondent shall provide a response for average wait time for calls on hold.
   d. Eighty percent (80%) of CSR assisted calls must be answered within sixty (60) seconds of call transfer; the remaining twenty percent (20%) must be answered within 120 seconds.
   e. One hundred percent (100%) of IVR calls must be answered within five (5) seconds of menu selection.
3. Access to the website and IVR system must be available twenty-four (24) hours a day, seven (7) days a week.

4. Responses received via IVR, website and mail must be processed within five (5) business days.

2.6.2.2. Processing Consumer Responses

1. Selected Respondent shall process consumer responses received via CSR, IVR, website, and mail.
2. If a call-back or follow-up with a customer is required, Selected Respondent shall make up to two (2) attempts to contact the customer within ten (10) business days.
3. Selected Respondent shall update the TexasSure database on at least a nightly basis with all applicable information collected via customer responses during the previous twenty-four (24) hours. This information must include, but is not limited to: date of notice; date of customer response; customer response type; and customer provided insurance information.
4. Selected Respondent will be reimbursed for operational costs at a guaranteed minimum of 30,000 closed transactions per month. Transactions over the guaranteed minimum will be billed at a per closed transaction rate according to the pricing submitted by Selected Respondent in RFO Exhibit 2.
   a. A closed transaction is defined as an individual case number or reference code that has been resolved and completed following customer response(s).
5. As deemed necessary by operational history of the call center, TDI reserves the right to adjust the guaranteed minimum to 15,000 closed transactions per month or 60,000 closed transactions per month with thirty (30) business days notice to the Selected Respondent. Selected Respondent will be reimbursed according to the pricing submitted in RFO Exhibit 2.
6. TDI and the Selected Respondent will mutually establish and agree to processes and procedures for processing call center transactions. These processes will be detailed in documentation submitted in accordance with RFO Section 2.6.5.

2.6.2.2.1. Unmatched Notices

1. Selected Respondent shall assist Unmatched customers in identifying the reason for the non-match and provide instructions to correct information as necessary.
2. Selected Respondent shall have the ability to locate a customer record using the individual case number or reference code, or by using the customer name and address, or VIN.
3. Selected Respondent shall capture and store all customer responses, including but not limited to:
   a. Insurance policy information was not correct
   b. Vehicle registration was expired or the information is not accurate
   c. Vehicle is not registered in Texas
   d. Vehicle was recently sold
4. Selected Respondent shall provide a match between vehicle registration and insured vehicle policy information in cases where the CSR and caller can confirm the relationship between the two (2) records. If information is identified that should be corrected, caller must be provided instructions regarding how to correct that information.
5. For any match created through the Call Center process, Selected Respondent shall ensure that the insured vehicle information is

kept current following each weekly submission period. This includes: changes to policy information, such as driver names and address; changes to policy effective and expiration dates; and maintaining current Last Match Dates.

6. Any match created through the Call Center process must remain effective until or unless a new system match overrides that created match.
7. In the event a match created through the Call Center process must override a match made through the system match process, Selected Respondent shall ensure that the original insurance record incorrectly matched to the registration record is included in the Unmatched file.
8. Selected Respondent may provide insurance company contact information to customers upon request.

2.6.2.2.2. Uninsured Notices

1. Selected Respondent shall assist Uninsured customers in identifying the reason for the uninsured status and provide instructions to correct information as necessary.
2. Selected Respondent shall have the ability to locate a customer record using the individual case number or reference code, or by using the customer name and address, or VIN.
3. Selected Respondent shall capture and store all customer responses, including but not limited to:
   a. The vehicle is out of service
   b. Vehicle was recently sold
   c. The vehicle is insured on a commercial auto policy
   d. The vehicle is insured on a personal auto policy
   e. The vehicle is self-insured
4. Selected Respondent shall collect commercial and personal auto insurance policy information from Uninsured customers, as applicable. Selected Respondent shall verify the reported policy information directly with the insurance company, which may include requesting and receiving a copy of the policy declarations page. Selected Respondent shall make up to two (2) attempts to verify the reported policy information with the insurance company within ten (10) business days. Information provided by an insurer must be captured and stored with the applicable record. If the insurance company does not confirm the coverage or does not respond to the request for confirmation, the Selected Respondent shall communicate with the Uninsured customer and determine an appropriate solution, which may include contacting an additional insurance company if the first company contact was in error or escalating the issue to TDI for additional research, such as for insurer non-compliance or suspected insurance fraud. Specific processes and procedures related to the coverage confirmation process will be determined jointly with TDI and the Selected Respondent.
5. Selected Respondent shall collect self insurance information from Uninsured customers, as applicable. Selected Respondent shall

verify the self insurance information with DPS. If DPS does not confirm the self insurance, the Selected Respondent shall communicate with the Uninsured customer and determine an appropriate solution. Specific processes and procedures related to the coverage confirmation process will be determined jointly with TDI and the Selected Respondent.

6. Selected Respondent shall provide a match between vehicle registration and insurance information in cases where the customer reports commercial, personal or self insurance for a vehicle. The match must be removed within five (5) business days if the insurance information cannot be confirmed with the insurance company or DPS.
   a. Selected Respondent shall search reported insurance policy records to determine if the claimed insurance is being reported to TexasSure. If the insurance record is being reported by the insurer with their weekly submission, Selected Respondent shall assist the customer in identifying the reason for the non-match and provide instructions regarding how to correct that information.
7. For any match created through the Call Center process where the insurance record is reported to TexasSure, Selected Respondent shall ensure that the insured vehicle information is kept current following each weekly submission period. This includes: changes to policy information, such as driver names and address; changes to policy effective and expiration dates; and maintaining current Last Match Dates.
8. Selected Respondent may provide insurance company contact information to customers upon request.

2.6.2.2.3. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.

2.6.3. Report Production

Selected Respondent shall provide to TDI program-related reports via a secure and password protected web site. Reports will be used to monitor program activity, program effectiveness, insurer compliance, customer responsiveness, and Selected Respondent's activities and operations. The reports must be available for download in Microsoft Excel or .csv file. Full audit capability is required for each report. The specific requirements for each report will be finalized with the Selected Respondent. The reports must include, but are not limited to:

1. Quality Assurance Reports
2. Outgoing Letter Statistics
3. Letter Response Statistics
4. Response Type Statistics
5. Response Time to Resolution
6. Match Detail – Unmatched Responses
7. Match Detail – Uninsured Responses with Coverage Confirmation
8. Claimed Commercial Auto Insurance Detail
9. Claimed Personal Auto Insurance Detail
10. Claimed Self Insurance Detail

11. Call Center Activity Statistics

2.6.3.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.
3. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.
4. Selected Respondent shall develop ad hoc reports as requested by TDI.

2.6.4. Testing and Deliverable Acceptance Criteria

TDI will evaluate and test the program according to the following criteria and any additional acceptance criteria agreed to prior to award and included in the awarded contract.

2.6.4.1. Testing

Test planning and execution shall include the following processes, subject to TDI review and approval:

1. Selected Respondent shall establish a detailed system test plan;
2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;
3. Selected Respondent shall develop test scripts;
4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;
5. Selected Respondent shall work with TDI to execute a parallel test of the program;
6. Selected Respondent shall perform load testing;
7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and
8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.

TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies.

2.6.4.2. Deliverable Acceptance Criteria

1. TDI must have a minimum of ten (10) business days to review final deliverables;
2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;
3. Acceptance will be achieved under any one of the following conditions:
   a. TDI provides written acceptance of the deliverable during the review period;
   b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or
   c. The deliverable review period expires with no changes requested by TDI.

#### 2.6.5. Documentation Deliverables

Selected Respondent shall produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. These documents must be living documents that will be updated with approval as the project proceeds. Selected Respondent shall adhere to the finalized documents during the operation of TexasSure.

1. Project Management Plan
2. Project Work Plan
3. Change Management Plan
4. Quality Management Plan, including procedures for regular Quality Assurance Reports
5. Methodology
6. Detailed Requirements Documentation
7. Training Plan
8. Operating Procedures

##### 2.6.5.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements established in the above documentation.
2. Selected Respondent shall submit Quality Assurance reports on at least a quarterly basis.

### 2.7. Service 4 – Disaster Recovery

Selected Respondent shall develop, maintain and implement a plan to manage serious business interruptions which severely damage, destroy or contaminate essential elements of the program, rendering the program inoperable.

1. The disaster recovery plan must meet the following criteria:
   a. A single data center solution is acceptable
   b. Critical time is seven (7) days per week, twenty-four (24) hours per day
   c. Return to Operations (RTO) is within two (2) hours during the critical time period
   d. Recovery Point Objective (RPO) will be the “last data load”
   e. Either a hot site or cold site may be employed to meet the RTO
   f. A minimum weekly backup following the data load
2. Selected Respondent shall complete disaster recovery testing within six (6) months after the production date and annually thereafter.
3. Selected Respondent shall adjust the disaster recovery plan as program needs change.
4. Selected Respondent shall ensure that the disaster recovery plan complies with all applicable standards, including the National Institute of Standards and Technology Special Publication 800-34 and 800-66 Section 4.7. These standards can be found at http://csrc.nist.gov/publications/nistpubs/800-34/sp800-34.pdf and http://csrc.nist.gov/publications/nistpubs/800-66-Rev1/SP-800-66-Revision1.pdf.
5. Selected Respondent shall develop a disaster recovery plan that addresses the following topics, in whole or in part, unless otherwise directed by TDI:
   a. Background
      i. Purpose
      ii. Goals and objectives
      iii. Benefits
   b. Scope
      i. Policies
      ii. Overview
   c. IT Disaster Declaration Criteria
      i. Operational Priorities
      ii. Levels of Response

    iii. Procedures for Invoking Contingency Mode
    iv. Required Authorizations
    v. Notification Procedures
    vi. Media Handling Procedures
d. IT Call Out Procedure
e. Contingency Mode Resource Plan
    i. Functional Org Chart
    ii. Teams Roles and Responsibilities
    iii. Recovery Team Director
    iv. Command Center Coordinator
    v. Recovery Team Leaders
    vi. Recovery Teams
    vii. Key Personnel Emergency Contact List
    viii. Key Service Providers and Vendors Contact List
    ix. Manpower Recovery Strategy
f. Key Documents and Procedures
    i. Documents and Records Vital to IT Processes
    ii. Emergency Stationery and Office Supplies
    iii. Emergency Office Equipment
g. Notification and Reporting
    i. Notifying and Mobilizing the Teams
    ii. Notifying Management and Key Employees
    iii. Handling Personnel Family Notification
    iv. Handling Media
    v. Maintaining Event Log
    vi. Phase Reporting
h. Mainframe Recovery Activities and Procedures
i. Servers Recovery Activities and Procedures
j. Network Recovery Activities and Procedures
k. Other Cross Functional Recovery Activities and Procedures
l. Return to Normal Operating Mode
    i. Criteria for Returning to Normal Operating Mode
    ii. Procedures for Returning to Normal Operating Mode
    iii. Procedures for Recovering Lost or Damaged Information
    iv. Detailed Lists, Inventories and Services Required
m. Training and Test Procedures
    i. Managing the Training Process
    ii. Training Process and Schedule
        1. Team Training
        2. User Training
    iii. Risk Management
    iv. Testing of Recovery Plan
        1. Planning the Tests
        2. Scheduling the Tests
        3. Conducting the Tests
        4. Test Schedule
        5. Test Scenario
        6. Test Monitoring

6. Selected Respondent shall provide reports related to disaster recovery activity on a monthly basis. Content must include statistics related to program back-ups and disaster recovery testing. The specific content of such reports will be detailed with the Selected Respondent following contract award.

### 2.7.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall adhere to the established disaster recovery plan, including business continuity, and back-up and data mirroring methodologies.
3. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.
4. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.
5. Selected Respondent shall develop ad hoc reports as requested by TDI.

### 2.7.2. Testing and Deliverable Acceptance Criteria

TDI will evaluate and test the program according to the following criteria and any additional acceptance criteria agreed to prior to award and included in the awarded contract.

#### 2.7.2.1. Testing

Test planning and execution shall include the following processes, subject to TDI review and approval:

1. Selected Respondent shall establish a detailed system test plan;
2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;
3. Selected Respondent shall develop test scripts;
4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;
5. Selected Respondent shall work with TDI to execute a parallel test of the program;
6. Selected Respondent shall perform load testing;
7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and
8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.

TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies.

#### 2.7.2.2. Deliverable Acceptance Criteria

1. TDI must have a minimum of ten (10) business days to review final deliverables;
2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;
3. Acceptance will be achieved under any one of the following conditions:

a. TDI provides written acceptance of the deliverable during the review period;
b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or
c. The deliverable review period expires with no changes requested by TDI.

## 2.8. Security

1. Selected Respondent shall, at a minimum, adhere to security standards as outlined in Chapter 202 of Title 1 of the Texas Administrative Code. A copy of this rule is available at: http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202&rl=Y.
2. Selected Respondent shall ensure that the program is protected against unauthorized access, disclosure, modification or destruction, whether accidental or deliberate, as well as to assure the availability, integrity, utility, authenticity, and confidentiality of information.
3. At a minimum, a unique ID and password should be required for each staff user to access the program. The password must be changed at intervals of no more than ninety (90) calendar days.
4. Selected Respondent shall ensure that access to confidential vehicle and motorist information is restricted, as required by United States Code Chapter 18, Section 2721, and Texas Transportation Code, Section 601.454. Selected Respondent shall employ a formal process for granting and revoking user access to TexasSure systems. This process must include an access form that requires users to report changes in job responsibilities that affect their use of TexasSure.
5. Selected Respondent shall demonstrate an understanding of the Criminal Justice Information System (CJIS) Security Policy requirements and provide documentation on how the proposed solution addresses each of the requirements dictated by the CJIS Security Policy. The CJIS Security Policy provides the most recent security requirements mandated by the Criminal Justice Information Services of the FBI. It is recommended that Respondents provide this response in a matrix format. The Selected Respondent will be required to include the CJIS Security Addendum as part of the final contract. The CJIS Security Addendum is included in the sample contract found in Exhibit 4.
6. Respondents shall obtain copies of the CJIS security requirements by submitting a Non-Disclosure Agreement (see Exhibit 3 to this RFO) to the DPS Contact Person, Cheryl Garren, prior to the submission of their Response. The deadline to request a copy of the CJIS security requirement is July 30, 2010, 12 p.m., Central Time, Austin, Texas. A Non-Disclosure Agreement with original signatures must be submitted for each staff person reviewing the CJIS security requirements, but only one (1) copy will be released to the Respondent. Respondent is prohibited from making any copies of these requirements, and must return all copies of the CJIS security requirements with the RFO Response. Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process. Signed copies of the Non-disclosure Agreement must be submitted to the following:

Texas Department of Public Safety
Driver Improvement and Compliance Bureau
Attn: Cheryl Garren
5805 North Lamar
Austin, TX 78752

Drop Off and Pick Up: Building A, Lobby
(512) 424-5002

### 2.8.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.

## 2.9. Uptime and Availability

1. Selected Respondent shall provide up-time and availability of 99.8% for the TexasSure program. This requirement relates to the TexasSure program as a whole, as well as services to each user system. The following will not be included in the Selected Respondent's up-time and availability computation:
   a. Scheduled and planned outages for the purpose of upgrades or maintenance. All outages will be scheduled with a minimum of seventy-two (72) hours of advance notice to TDI, and must occur only during non-peak hours unless otherwise agreed by TDI and the Selected Respondent. If less than seventy-two (72) hours notice is provided or TDI does not approve the upgrade or maintenance period (provided such approval is not unreasonably withheld), it will be considered down-time.
   b. TDI, at its own discretion, requests an outage with respect to a particular Application(s), which will not be considered down-time.
   c. Any systems or components that are not owned, controlled or contracted by the Selected Respondent that fail and result in an outage, will not be down-time, unless the cause of the failure can be shown to have been a result of the Selected Respondent's negligence or malfeasance.
2. Selected Respondent shall provide reports related to uptime and availability on a monthly basis. The specific content of such reports will be detailed with the Selected Respondent following contract award.

### 2.9.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall provide up-time and availability of 99.8%.
3. Selected Respondent shall provide a minimum of seventy-two (72) hours of advance notice for scheduled and planned outages.
4. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.
5. Selected Respondent shall develop ad hoc reports as requested by TDI.

## 2.10. Change Management

Selected Respondent shall establish a change management process that complies with Title 1, Texas Administrative Code, Section 202. The change or configuration management process must establish a process for controlling modifications to hardware, software, firmware, and documentation to ensure the information resources are protected against improper modification before, during, and after system implementation. Selected Respondent shall obtain pre-approval for any activity or actions that may impact cost to the State.

For change management tracking purposes, the Selected Respondent shall use the following Texas Project Delivery Framework documentation:

1. Change Control Request, Template
2. Contract Amendment and Change Order Approval, Instructions
3. Contract Amendment and Change Order Approval, Template

Information regarding the Texas Project Delivery Framework, including copies of the above referenced documents, can be found at:
http://www2.dir.state.tx.us/MANAGEMENT/PROJECTDELIVERY/PROJECTFRAMEWORK/Pages/Framework.aspx

The Change Control Request document must be used to document all change requests. Administrative, substantive, or constructive changes that necessitate a contract amendment must also use the Contract Amendment and Change Order Approval document. Utilization of the Texas Project Delivery Framework

change order process will ensure that changes are not implemented without the approval of TDI, and that any associated funding is not expended before contract changes are approved and ultimately implemented. Selected Respondent shall not perform any work on the production systems without formal, written approval of all changes prior to the change taking place.

2.10.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.

## 2.11. Server Services

Selected Respondent's responsibilities will include, at a minimum:

1. Operations
   a. Assuming responsibility for all master console functions.
   b. Issuing network and operator commands to control all in-scope computer platforms.
   c. Assuming the responsibility for and performing all console operations, including monitoring all processing, and monitoring the environment.
   d. Monitoring the performance of on-line interactive traffic and taking appropriate action to resolve on-line system-related problems.
   e. Providing operational support for data transmission consistent with standards outlined in this RFO.
2. Production Control and Scheduling
   a. Assuming responsibility for all production control and scheduling functions.
   b. Establishing, documenting, and maintaining standards for production jobs.
   c. Resolving scheduling conflicts.
   d. Testing scheduling updates in test scheduling system.
   e. Monitoring all scheduled jobs.
   f. Investigating and reporting on all jobs that ABEND.
   g. Repairing ABENDS when possible and performing job restarts in accordance with documented restart procedures.
3. Technical Support
   a. Providing regular monitoring and reporting of system performance, utilization, and efficiency.
   b. Providing technical advice and support to authorized users as required.
   c. Installing, tailoring, maintaining, and providing ongoing support for system software products.
   d. Installing software according to the applicable specifications.
   e. Reporting generally available performance data and resource utilization statistics.
   f. Performance:
      i. Providing performance monitoring, tuning, and reporting.
   g. Capacity Planning:
      i. Monitoring system utilization, capacity limits, and expected capacity needs.
      ii. Proposing capacity planning models and methodology.
   h. Configuration Planning:
      i. Maintaining a library of provided information and documentation for any new, enhanced, or modified software installed, and thereafter maintaining a library of updates to such materials.
4. Database Support and Management
   a. Performing physical database administration functions for the databases, including: installation and maintenance, as well as configuring and monitoring of database software products; backup and recovery services.
   b. Database Management
      i. Performing physical database management system (DBMS) database control functions.
      ii. Planning for changes in the size of databases due growth.
      iii. Maintaining, operating, and upgrading as necessary.
   c. Database Maintenance and Support

i. Maintaining the databases to meet applicable service levels and other performance standards, to maximize efficiency, and to minimize outages.
ii. Maintaining, updating, and implementing database archive processes and procedures to recover from an outage or corruption in a timely manner.
iii. Providing physical and logical database management support, including providing backups and restores of data in a timely manner.
iv. Installing, maintaining, and supporting database software products.

5. Online Storage Management
   a. Performing online storage tuning.
6. Operations and Processing
   a. Assuming operational responsibilities for all external storage media management functions.
   b. Assuming operational responsibilities for all off-site media storage, including integrity checking; defining storage requirements; and assuring compliance with laws and applicable requirements in this RFO.
7. Change Management Support
   a. Obtaining formal approvals for production testing and installation timetables.
   b. Providing project management and technical expertise to optimize available resources.
8. Application Servers Services
   a. Providing industry best practices and expertise so that TexasSure is architected/designed for maximum efficiency.
   b. Periodically optimizing the production environments so that maximum operational efficiencies are maintained as implemented solutions are scaled-up or scaled-down as appropriate.
   c. Production Control and Scheduling
      i. Resolving interruptions caused by conditions external to production programs.
      ii. Ensuring batch schedules complete timely.
      iii. Performing backups and restores.
   d. Administration
      i. Performing all administrative activities associated with managing the server environments, including but not limited to:
         1. managing costs and value
         2. responding to audits
         3. responding to safety issues
         4. production management reports
      ii. Performing server administration functions, including: development, establishment, installation, and maintenance of directories, directory structures and naming conventions; purging records and files as appropriate.

### 2.11.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.

## 2.12. Technical Assistance

Selected Respondent shall establish a cohesive and integrated plan to provide technical assistance, maintenance, and updates/upgrades. Selected Respondent shall ensure that change management processes are adhered to at all times, as required by RFO Section 2.10.

1. Selected Respondent shall establish a Technical Help Desk to coordinate with insurance companies, TxDMV, DPS, DIR, TDI and other authorized users.
2. The Technical Help Desk must respond to technical issues related to data transfers, connectivity, query responses and other program elements.
3. Selected Respondent may assume business hours of 8 a.m. to 5 p.m., Central Time, Austin, Texas, Monday – Friday. However, Respondents should note that TexasSure will operate twenty-four (24)

hours a day, seven (7) days a week, and significant technical issues may arise during non-business hours. Selected Respondent shall be able to respond to emergencies that occur during non-business hours.

4. For all technical issues reported to the Technical Help Desk, or otherwise identified by Selected Respondent, Selected Respondent shall maintain response times as detailed in Table 6 below. Any changes to the response times and support levels detailed below must be jointly agreed to by the Selected Respondent and TDI.

Table 6 Technical Assistance Response Times

| Severity Level | Support Level | Description | Response Time |
|---|---|---|---|
| Low | 1 | Impact is minimal, such as request to add or remove user access. | 60 min. |
| Medium | 2 | Impact is significant and delays delivery of mission critical functions. | 30 min. |
| Critical | 3 | Impact is severe and disrupts services and ability to perform mission critical functions. | 15 min. |
| Major | 4 | Impact is major and involves core infrastructure and services that affect a large portion of the customer base. | 10 min. |

5. Selected Respondent and TDI must mutually agree and establish notification procedures to define appropriate State agency staff to notify of incidents and the response time within which the notification must occur for each severity level.
6. Selected Respondent shall provide reports related to technical assistance activity on a monthly basis. Content must include statistics related to the number of calls, reported issues, diagnosis, time to respond and time to resolve. The specific content of such reports will be detailed with the Selected Respondent following contract award.

### 2.12.1. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall adhere to the response times and support levels detailed above.
3. Selected Respondent shall adhere to the mutually agreed upon notification procedures.
4. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.
5. Selected Respondent shall develop ad hoc reports as requested by TDI.

## 2.13. Hardware and Software Services; Maintenance and Updates/Upgrades

Selected Respondent shall establish a cohesive and integrated plan to provide technical assistance, maintenance, and updates/upgrades. Selected Respondent shall ensure that change management processes are adhered to at all times, as required by RFO Section 2.10.

### 2.13.1. General Maintenance and Updates/Upgrades

Selected Respondent shall provide maintenance for TexasSure. This maintenance is in addition to any hardware and software maintenance previously detailed.

1. Selected Respondent shall provide the following types of program maintenance:
   a. Corrective Maintenance – to correct processing, performance, or implementation faults of the program.

b. Adaptive Maintenance – to adapt program to changes in environment such as new hardware of the next release of an operating system. To protect the system and adapt to external threats, such as viruses. Adaptive maintenance does not lead to changes in the program functionality.
c. Perfective Maintenance – to perfect the program for its performance, processing efficiency, maintainability, or accommodation of new or changed user requirements.
d. Emergency Maintenance – to correct system emergencies affecting processing and performance of the program.

2. All scheduled and planned outages must be scheduled with a minimum of seventy-two (72) hours of advance notice to TDI, and must occur only during non-peak hours unless otherwise agreed by TDI and the Selected Respondent.
3. Selected Respondent shall notify TDI of any emergency maintenance at the earliest possible opportunity. Selected Respondent shall provide a process for approval of exceptional or emergency maintenance.
4. Selected Respondent shall provide reports related to program maintenance activity on a monthly basis. The specific content of such reports will be detailed with the Selected Respondent following contract award.

2.13.2. Software Maintenance

1. Selected Respondent shall provide maintenance and support services for any software operating at site(s) and on the hardware provided by TDI under any agreement.
2. Selected Respondent shall provide software maintenance as part of the overall service, operation, and management of the TexasSure project.
3. Selected Respondent's responsibilities for software maintenance include the following elements, which are also described as updates, enhancements, fixes, additions, modifications, changes and refinements:
   a. Developing additional functionalities, adding new features, improving existing features, ensuring ongoing compliance with standards, upgrading to make more stable/reliable, identifying and verifying causes of suspected errors, correcting deficiencies, addressing problems as they surface, incorporating program changes, accommodating capacity changes, meeting return-to-operation requirements, developing and implementing new releases, developing and installing patches, visiting installation sites, providing telephone support, interfacing with all affected parties, updating documentation, refining to incorporate best practices, handling issues on a 24x7x365 basis, and similar/related activities.
4. Selected Respondent shall provide all updates, enhancements, fixes, additions, modifications, changes, and refinements that, in the sole discretion of TDI, are required for the proper development and implementation of TexasSure.
5. To the extent applicable, Selected Respondent shall provide any updates, enhancements, fixes, additions, modifications, changes, and refinements made to the software on behalf of another state to TDI at no additional cost.
6. In the event of the termination of the contract for any reason, during the period of transition to any new arrangement and new vendor, Selected Respondent shall provide software maintenance and support services.

2.13.3. Hardware Maintenance

1. Selected Respondent shall provide hardware maintenance as part of the overall service, operation, and management of TexasSure.
2. For all hardware, Selected Respondent shall provide and TDI will receive 24x7x365 on-site, four (4)-hour response maintenance services.

3. All hardware furnished and all services performed by the Selected Respondent shall be to the satisfaction of TDI and in accordance with the specifications, terms and conditions of this RFO and any resulting agreement.
4. TDI reserves the right to inspect the hardware furnished or the services performed, and to determine the quality, acceptability, and fitness of such hardware or services.
5. All system hardware, software and accessories that are shipped or provided to TDI under any resulting contract must be new. Except as otherwise provided in this RFO and any resulting agreement, all hardware must be provided with standard manufacturer's warranty. Instruction manual, service, and parts manuals are to be included and shipped at no charge. Selected Respondent shall transfer title to TDI when TDI accepts delivery of the hardware.
6. For all hardware, Selected Respondent will bear the risk of loss or damage up to the time it is delivered to TDI or TDI's designated location and accepted by TDI. Thereafter, TDI will assume the risk. All hardware must be covered by insurance, arranged and paid for by the Selected Respondent for TDI covering the period until it is delivery to and accepted by TDI or TDI's designated location.
7. Selected Respondent shall make available any and all value-added products and services to TDI.

#### 2.13.4. Performance Standards to Meet

1. Selected Respondent shall adhere to the requirements detailed above.
2. Selected Respondent shall adhere to a mutually agreed upon response times and escalation policy.
3. Selected Respondent shall adhere to the agreed upon maintenance schedule, notification, and approval process.
4. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.
5. Selected Respondent shall develop ad hoc reports as requested by TDI.

### 2.14. Use of Texas State Data Centers and Telecommunication Services

Selected Respondent shall utilize established services at the Texas State Data Centers and with Texas telecommunication services provided through DIR. Information related to co-location services can be found in Exhibit 2.8, Statement of Work of the Master Services Agreement between The State of Texas acting by and through the Texas Department of Information Resources and International Business Machines Incorporated. This document can be found at www.dir.state.tx.us/datacenter/docs/Contract/ex02.8.pdf.

Selected Respondent will be provided additional specific details of this connectivity and services following contract award. If it is determined that additional connectivity and services are necessary for the Selected Respondent's solution, the established services may be adjusted as agreed by TDI. These services are billed directly to TDI by DIR.

### 2.15. Reporting Guide and User Manual Production

Selected Respondent shall provide technical expertise and input for the production and maintenance of the Reporting Guide and User Manual. TDI is responsible for producing and publishing this document.

### 2.16. Audit Requirements

1. TDI reserves the right to audit the program annually, and may utilize a third-party to conduct the audit.
2. Selected Respondent shall fully comply with information and data requests related to an audit of the program.
3. Selected Respondent shall archive the computer data files at least semi-annually for auditing purposes. The archived data files shall be in an electronic format compatible with TDI's computer systems.

4. Audit capabilities must include program audit trails, document control, program access control and software change control.
5. Historical data should be archived for a minimum of four (4) years.

## 2.17. Turnover Phase

The turnover phase will include all activities that the Selected Respondent shall perform in order to transition TexasSure operations to TDI or a subsequent vendor. Selected Respondent shall act in good faith and agree to cooperate and work with TDI in any turnover phase or transition to TDI or a subsequent vendor.

### 2.17.1. Turnover Services

#### 2.17.1.1. Turnover Plan

Selected Respondent shall develop and provide an implementation ready, TDI-approved Turnover Plan, six (6) months prior to the contract's expiration date. The Turnover Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks.

As part of the Turnover Plan, Selected Respondent shall provide TDI with copies of all relevant insurer and State data, documentation, or other pertinent information necessary, as determined by TDI, for TDI or a subsequent vendor to assume the operational activities successfully. This includes correspondence, documentation of ongoing outstanding issues, and other operations support documentation. The plan must describe Selected Respondent's approach and schedule for transfer of all data and operational support information, as applicable.

TDI is not limited or restricted in the ability to require additional information from the Selected Respondent or to modify the Turnover Plan as necessary.

#### 2.17.1.2. Data Transfer

Selected Respondent shall transfer all data and information regarding the TexasSure program to TDI or a subsequent vendor in the media, manner, and format directed by TDI.

All transferred data must be received and verified by TDI or the subsequent vendor. If, in TDI's determination, transferred data is not provided in the manner or format required by TDI, then TDI reserves the right to hire an independent contractor to assist TDI in obtaining and transferring all the required data. All reasonable costs incurred by TDI in obtaining the services of such independent contractor will be the sole responsibility of the Selected Respondent.

If, in TDI's determination, Selected Respondent does not provide the required relevant data and reference tables, documentation, or other pertinent information necessary for TDI or the subsequent vendor to assume the operational activities successfully, Selected Respondent agrees to reimburse the State for all reasonable costs, including, but not limited to, transportation, lodging, and subsistence for all State representatives, or their agents, to carry out their inspection, audit, review, analysis, reproduction and transfer functions at the location(s) of such records.

Selected Respondent also agrees to pay any and all additional costs incurred by the State that are the result of the Selected Respondent's failure to provide the requested records, data or documentation within the time frames agreed to in the Turnover Plan.

### 2.17.2. Post-Turnover Services

Thirty (30) calendar days following turnover operations, Selected Respondent shall provide TDI with a Turnover Results report documenting the completion and results of each step of the Turnover Plan. Turnover will not be considered complete until this document is approved by TDI.

Selected Respondent shall maintain all files and records related to TexasSure for five (5) years after the date of final payment under the contract or until the resolution of all litigation, claims, financial management review or audit pertaining to the contract, whichever is longer.

### 2.17.3. Turnover Delays

In the event delays prevent the Selected Respondent from providing turnover services to TDI or the subsequent vendor prior to the expiration of the contract, Selected Respondent shall continue to provide all services on a month-to-month basis at the current costs to the State. TDI and the State will not be responsible for any payments to the Selected Respondent where the Selected Respondent fails to act in good faith, cooperate, or work with TDI in the turnover phase resulting in delays. TDI further reserves the right to pursue any and all applicable rights and remedies in the event of any delays in the turnover phase.

## 2.18. Interoperability

TDI requires the Selected Respondent to develop a program able to accommodate changing needs and emerging technology.

1. Respondents shall have the ability to accommodate and adapt to emerging technologies within their program design.
2. Selected Respondent shall be able to coordinate with any future vendors for related services, to include the transfer of data as applicable.

## 2.19. OAG, Child Support Division

Section 601.454 of the Texas Transportation Code permits Selected Respondent to provide the Office of the Texas Attorney General, (OAG) with data maintained by TexasSure Vehicle Insurance Verification. The Selected Respondent shall provide the OAG with a file containing the insurance policy information provided by insurance companies. The file must be transmitted on a monthly basis and must contain all insurance policy information submitted within the most recent reporting period. Any submission of a file by Selected Respondent to the OAG must be scheduled at a set time that is convenient for the OAG and Selected Respondent. Selected Respondent and the OAG will work together to determine the specific file format, file layout, submission schedule, and transmission format. The OAG may issue a Purchase Order for this particular service, and for other services related to the TexasSure data, which Purchase Order will have an attached Statement of Work (SOW) describing the particular service to be provided by the Selected Respondent to the OAG. The SOW will also contain certain federal provisions that are mandatory for inclusion by OAG by the United States Government. Such federal provisions may not already be a part of the contract resulting from this solicitation. The Selected Respondent must agree to such federal provisions.

Disputes arising between OAG and the Selected Respondent shall be resolved in accordance with the dispute resolution process of the OAG.

OAG may terminate Purchase Orders if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions. The OAG shall not be considered to be in breach or default due to such termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the Selected Respondent has completed prior to the effective date of such termination, delivered to the OAG, and which has been accepted by the OAG.

### 2.20. Key Staff

TDI prefers that key staff assigned to this project be directly employed by the Selected Respondent. Selected Respondent shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. Selected Respondent shall at all times employ sufficient labor for completing work in the manner and time prescribed by any contract awarded pursuant to this RFO. Selected Respondent shall maintain throughout the period of any awarded contract the ability to support its assigned staff with the required resources and ensure project continuity by replacing project staff, if necessary, with persons having the requisite skills and experience.

Selected Respondent shall assign all Key Personnel to complete all of their planned and assigned responsibilities in connection with performance of the obligations of Selected Respondent under this RFO and any awarded contract. TDI must approve the assignment and replacement by Selected Respondent of all Key Personnel assigned to provide services or to provide on-site representation of Selected Respondent, including, without limitation, project team manager, and/or other individuals. Before assigning an individual to any key positions, Selected Respondent shall notify TDI of the proposed assignment, shall introduce the individual to the appropriate representative of TDI, and shall provide to TDI a résumé and any other information about the individual reasonably requested by TDI. TDI reserves the right to interview the individual before granting approval.

TDI reserves the right to require Selected Respondent to replace Selected Respondent or subcontractor employees whom TDI judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of TDI. Upon receipt of a written request from an authorized representative of TDI, Selected Respondent shall proceed with the replacement.

It is critical to the overall success of the project that Selected Respondent not remove or reassign, without TDI's prior written approval (which approval will not be unreasonably withheld) any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of Selected Respondent's obligations under the RFO and any awarded contract. The unauthorized removal of Key Personnel by Selected Respondent will be considered by TDI as a material breach of the awarded contract and grounds for termination.

### 2.21. Bid Response

Respondents must describe and explain in detail how the requirements listed in this RFO will be met. Respondent must submit this detail and explanation in accordance with Exhibit 1 of this RFO.

Respondents must submit detailed pricing information in accordance with Section 4.12 of Part IV and Exhibit 2 of this RFO. Pricing information submitted must coordinate with the proposed solution.

### 2.22. Schedule and Delivery of Services

Respondents are required to provide a time phased schedule for each service required for the continuation of the TexasSure project. The target dates must be expressed in terms of "D" plus "X" where "D" represents the contract award date and "X" represents the number of calendar days subsequent to contract award that the milestone will be accomplished.

The TexasSure program must be ready to accept insurer and State data and begin testing by January 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall begin parallel testing on or before March 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall have the program tested, approved and ready to assume full operation by November 1, 2011.

Selected Respondent is expected to begin implementation according to the project plan submitted in accordance with Part IV of this RFO. The project will be closely monitored by TDI personnel.

In the event the Selected Respondent encounters difficulty in meeting performance requirements outlined in this RFO, or when difficulty in complying with the contract delivery schedule or completion date is anticipated, or whenever the Selected Respondent has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Selected Respondent shall immediately notify TDI by telephone, and follow up in writing, giving pertinent details. However, this data will be informational only and this provision must not be construed as a waiver by TDI of any delivery schedule or date, or any rights or remedies provided under this contract. Minor modifications in operating procedures will not change pricing.

If the Selected Respondent fails to promptly perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, TDI may terminate the contract for default.

### 2.23. Confidentiality of Data

Information obtained by the Selected Respondent for the continuation of TexasSure Vehicle Insurance Verification is confidential. Selected Respondent shall use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and shall not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to the Selected Respondent, including insurance status, is the property of TDI or the supplying implementing agency. Selected Respondent shall not use, share, or sell this data to any other entity for any reason.

Respondent will not disclose to anyone, directly or indirectly, any work-papers, data, databases, materials, information or reports in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which Respondent has access as a result of or in the course of performing services under this RFO and any awarded contract without the prior written consent of TDI. This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or Respondent's performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in this RFO and any awarded contract will prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third-party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it will provide prompt notice to the other of such receipt. The party receiving the subpoena will thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that the Respondent is acting as TDI's agent in providing

services under the contract and will defer to TDI's decision as to compliance with and other matters related to such subpoena or other process.

Data provided by TxDMV and DPS is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws. Data provided by DPS is subject to the following requirements regarding sensitive personal information; however, to the extent of a conflict with the Driver's Privacy Protection Act, Chapter 730 of the Texas Transportation Code, or other applicable laws, the laws govern:

"Sensitive personal information" is defined as follows:

(1) An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:
   a. Social security number;
   b. Driver's license number or government-issued identification number; or
   c. Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or

(2) Information that identifies an individual and relates to:
   a. The physical or mental health or condition of the individual;
   b. The provision of health care to the individual; or
   c. Payment for the provision of health care to the individual.

Sensitive personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

"Breach of system security" is defined as follows: Unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information Selected Respondent maintains under this contract, including data that is encrypted if the Selected Respondent's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of the Selected Respondent for the purposes of performing under this contract is not a breach of system security unless the employee or agent of the Selected Respondent uses or discloses the sensitive personal information in an unauthorized manner.

Selected Respondent shall implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure any sensitive personal information collected or maintained by Selected Respondent under this contract.

Selected Respondent shall notify DPS and the affected people of any breach of system security immediately after discovering the breach or receiving notification of the breach, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. However, Selected Respondent must delay providing notice to the affected people at DPS' request, if DPS determines that the notification will impede a criminal investigation. The notification to the affected people shall be made as soon as DPS determines that it will not compromise any criminal investigation.

Selected Respondent must give notice as follows, at Selected Respondent's expense:

(1) Written notice;
(2) Electronic notice, if the notice is provided in accordance with 15 U.S.C. Section 7001;
(3) Notice as follows:

a. If Selected Respondent demonstrates that the cost of providing notice would exceed $250,000, the number of affected people exceeds 500,000, or the Selected Respondent does not have sufficient contact information for the affected people, Selected Respondent may give notice as follows:
   i. Electronic mail, if the Selected Respondent has an electronic mail address for the affected people;
   ii. Conspicuous posting of the notice on the Selected Respondent's website;
   iii. Notice published in or broadcast on major statewide media; or
b. If Selected Respondent maintains its own notification procedures (as part of an information security policy for the treatment of sensitive personal information) that comply with the timing requirements for notice under this subsection entitled "Sensitive Personal Information," Selected Respondent may provide notice in accordance with that policy.

If this subsection requires Selected Respondent to notify at one time more than 10,000 people of a breach of system security, the Selected Respondent shall also notify, without unreasonable delay, each consumer reporting agency (as defined by 15 U.S.C. Section 1681a) that maintains files on consumers on a nationwide basis, of the timing, distribution, and content of the notices.

In the event of a breach of system security, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person, DPS is authorized to assess liquidated damages in the amount of $500 against Selected Respondent for the following damages; however, DPS reserves the right to claim actual damages for any damages other than the following: adding content to the DPS website for people who suspect their sensitive personal information has been acquired by an unauthorized person. This amount is a reasonable estimate of the damages DPS will suffer as a result of such breach and is enforceable. Selected Respondent shall not be responsible and liquidated damages may not be assessed due to a breach of system security caused entirely by someone other than Selected Respondent, Selected Respondent's subcontractor, or Selected Respondent's agent. Any liquidated damages assessed under this contract may, at TDI's option, be deducted from any payments due the Selected Respondent. TDI has the right to offset any liquidated damages payable to DPS, as specified above, against any payments due to Selected Respondent. If insufficient payments are available to offset such liquidated damages, then Selected Respondent shall pay to DPS any remaining liquidated damages within fifteen (15) calendar days following receipt of written notice of the amount due.

Selected Respondent and all applicable employees are required to sign Exhibit 4, Contract Attachment 5, "Non-Disclosure Agreement." Selected Respondent is further required to sign Exhibit 4, Contract Attachment 6, "Texas Department of Public Safety Agreement for Purchasing Driver Record Information in Bulk"; Exhibit 4, Contract Attachment 7, "Texas Department of Public Safety, Purchasers Information Form for Purchasing Driver Record Information in Bulk"; and Exhibit 4, Contract Attachment 8, "Texas Department of Motor Vehicles Service Contract to Obtain the Texas Motor Vehicle Title and Registration (VTR) Database". No fees will be charged the Selected Respondent for these services.

Prior to proceeding with Web Services as detailed in RFO Section 2.5, Selected Respondent is required to obtain applicable signatures from each Web services insurer, to include signatures on Exhibit 4, Contract Attachment 6, Contract Attachment 7, and Contract Attachment 8. Selected Respondent is required to hold Web Services insurers, as well as any subcontractors, responsible for disclosure restrictions and privacy protections required by TxDMV and DPS.

Each Respondent shall submit its plan to ensure security of TDI's data during storage and transmission. At a minimum, the plan must address confidentiality, access control, and integrity.

## 2.24. Liquidated Damages

If Selected Respondent fails to achieve the required level of service for certain services, Selected Respondent acknowledges that TDI is damaged by such failure. The reports provided by the Selected Respondent and audit findings by TDI will be used, but may not necessarily be the sole source, to determine whether the Selected Respondent has met the service levels required by this agreement. Service levels will be reviewed on at least a monthly basis.

Selected Respondent shall report to TDI any problems affecting the operation of TexasSure as soon as they become aware but no later than twenty-four (24) hours. This reporting requirement includes, but is not limited to, computer system failures or maintenance downtime, interfacing problems, and staffing issues to the extent that work process is slowed below acceptable requirements.

Respondent acknowledges that it is impossible or impractical to estimate certain damages with any degree of certainty. Therefore, the parties agree as follows:

1. If Selected Respondent fails to deliver or perform services within the time specified in the awarded contract, specifically those identified in Table 7 below, TDI may require Selected Respondent to pay to TDI as fixed, agreed, and liquidated damages, the sum set forth in (5) below.
2. Alternatively, if, in the opinion of TDI, delivery or performance is inexcusably delayed or repeatedly not met by Selected Respondent, TDI may terminate the awarded contract in whole or in part as provided by Section 3.18.3 of the RFO and/or assess fixed, agreed, and liquidated damages accruing until the time TDI may reasonably obtain delivery. The liquidated damages may be assessed at the option of TDI, and if assessed, will be in addition to any other remedy or damages available to TDI.
3. The amount of liquidated damages provided in this RFO and any resulting contract is neither a penalty nor a forfeiture and will compensate TDI solely for the inability to use or benefit from the services and is not intended to, and does not include: (i) any damages, additional costs or extended costs incurred by TDI for extended administration of the awarded contract, (ii) any increases in financing costs resulting from the delay, or (iii) any additional services relating to, or arising as a result of, the delay. TDI will be entitled to a claim against Selected Respondent for its actual damages and amounts not specifically included within the liquidated damages as set forth herein. Such costs will be computed separately. Together with liquidated damages, they will be either deducted from any monies due to Selected Respondent under the awarded contract or paid to TDI within thirty (30) calendar days of notice of the imposition of such damages.
4. Selected Respondent is not responsible and liquidated damages will not be assessed due to any delay caused by schedule amendments requested by TDI, delays as the result of activity that is the responsibility of TDI, or delays that TDI deems were outside the control of the Selected Respondent.
    a. Selected Respondent is responsible for notifying the TDI Contract Administrator, in writing, of any delays caused by TDI, DPS, TxDMV or DIR personnel. The documentation must reflect the date and nature of delay and be submitted within five (5) business days of the occurrence.
5. The amount of such liquidated damages as referred to herein will be up to and including the amount specified in Table 7 below for each business or calendar day beyond the deadline that Selected Respondent fails or refuses to meet its obligations under any contract resulting from this RFO.

Table 7 Liquidated Damages

| Item | Missed Requirement | Liquidated Damage Amount |
|---|---|---|
| Schedule and Delivery of Services (RFO Section 2.22).<br>Selected Respondent shall have the TexasSure program tested, approved, and ready to assume full operation by November 1, 2011. | Within five (5) calendar days of deadline | $5,000 per calendar day |
| | More than five (5) calendar days past deadline | $10,000 per calendar day |
| TexasSure Matching and Query Response Program (RFO Section 2.4).<br>Selected Respondent shall meet and maintain a 98% vehicle match rate and a 98% driver match rate during the ongoing operation of the program. | Match rate between 93.00% and 97.46% | $5,000 per week |
| | Match rate between 88.00% and 92.99% | $10,000 per week |
| | Match rate below 87.99% | $20,000 per week |
| TexasSure Matching and Query Response Program (RFO Section 2.4).<br>Selected Respondent shall ensure that all TexasSure servers utilized in the query response process are synchronized and have the same data available to all system users at any given time. | Outside of established standard. | $250 per occurrence |
| TexasSure Matching and Query Response Program (RFO Section 2.4).<br>Selected Respondent shall return query results in response to User's request within three (3) seconds of receiving the request. Maximum response time is five (5) seconds. | Average response time greater than five (5) seconds within any twenty-four (24) hour period. | $500 per occurrence |
| Customer Notices and Call Center (RFO Section 2.6).<br>Selected Respondent shall have Internet applications and IVR available twenty-four (24) hours a day, seven (7) days a week. | Unavailable more than thirty (30) minutes and less than six (6) hours in a single 24-hour period | $250 per occurrence |
| | Unavailable more than six (6) hours and less than twelve (12) hours in a single 24-hour period | $500 per occurrence |
| | Unavailable more than twelve (12) hours and less than eighteen (18) hours in a single 24-hour period | $750 per occurrence |
| | Unavailable for a full 24-hour period | $1,000 per occurrence |

| | | |
|---|---|---|
| Customer Notices and Call Center (RFO Section 2.6).<br>Selected Respondent shall maintain appropriate staffing levels based on the demand. Established performance standards for wait times and dropped calls must be maintained. | Outside of established standard | $500 per business day |
| | More than five (5) business days a month outside of established performance standard | $1,000 per business day over five (5) days |
| Customer Notices and Call Center (RFO Section 2.6).<br>Selected Respondent shall process and mail the assigned number of letters in any given week. | Outside of established performance standard | $1.00 per letter per day |
| Customer Notices and Call Center (RFO Section 2.6).<br>Selected Respondent shall process responses received via CSR, IVR, website, or mail within five (5) business days. | Outside of established performance standard. | $1.00 per response per day |
| Disaster Recovery (RFO Section 2.7).<br>Recovery Time Objective: Selected Respondent has two (2) hours between the dead time and the time the program is expected to be up again. | Outside of established performance standard | $500 per hour |
| Disaster Recovery (RFO Section 2.7).<br>Recovery Point Objective: Selected Respondent shall return data to the last data load. | Outside of established performance standard | $2,500 per occurrence |
| Disaster Recovery (RFO Section 2.7).<br>Selected Respondent shall perform data back-ups at a minimum of once per week. | Outside of established performance standard | $2,500 per occurrence |
| Report Production (various RFO Sections).<br>Selected Respondent shall make available required reports by the fifth (5th) business day of each month. | Outside of established performance standard | $200 per business day |
| Report Production (RFO Sections 2.4.6, 2.5.4, 2.6.3).<br>Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday. | Outside of established performance standard | $200 per business day |
| Security (RFO Section 2.8).<br>Selected Respondent shall adhere to security standards as outlined in Chapter 202 of Title 1 of the Texas Administrative Code. | Outside of statutory requirement | $1,000 per occurrence |

| | | |
|---|---|---|
| Security (RFO Section 2.8).<br>CJIS Security Policy: Selected Respondent shall comply with the CJIS Security Policy. Failure to maintain compliance with the CJIS Security Policy will result in disconnection from the TLETS system until corrective measures are applied. | Non-compliance with the CJIS Security Policy. | Liquidated Damages related to Uptime and Availability will apply due to the system downtime experienced by DPS (TLETS) users. |
| Uptime and Availability (RFO Section 2.9).<br>Selected Respondent shall provide up-time and availability of 99.8% for TexasSure. This will exclude planned outages for maintenance or upgrades. | Daily Up-time between 98% and 99.8% for any single agency or all TexasSure users | $5,000 per calendar day |
| | Daily Up-time between 95% and 98% for any single agency or all TexasSure users | $10,000 per calendar day |
| | Daily Up-time less than 95% for any single agency or all TexasSure users | $15,000 per calendar day |
| | Average response time greater than five (5) seconds within any calendar month. | $1000 per occurrence |
| Technical Assistance (RFO Section 2.12); Hardware and Software Services; Maintenance and Updates/Upgrades (RFO Section 2.13).<br>Selected Respondent shall adhere to the mutually agreed upon response times and escalation policy. | Outside of mutually agreed upon performance standard – low severity | $100 per occurrence |
| | Outside of mutually agreed upon performance standard – medium severity | $200 per occurrence |
| | Outside of mutually agreed upon performance standard – critical severity | $400 per occurrence |
| | Outside of mutually agreed upon performance standard – major severity | $600 per occurrence |
| Technical Assistance (RFO Section 2.12); Hardware and Software Services; Maintenance and Updates/Upgrades (RFO Section 2.13).<br>Selected Respondent shall provide TDI and each agency advance notice of all maintenance and planned outages. | Outside of established performance standard | $500 per occurrence |
| Hardware and Software Services; Maintenance and Updates/Upgrades (RFO Section 2.13).<br>Virus Protection: Selected Respondent will keep all systems updated with virus protection. | Data file from virus protection vendor/ service is not the latest release | $200 per business day |

# Part III. Terms and Conditions

## 3.1. TDI's Contracting Authority

TDI issues this RFO pursuant to Texas Government Code Chapter 2155 and the Commissioner of Insurance or his designee has the full right, power and authority to execute a contract on behalf of TDI. Unless expressly delegated by the Commissioner of Insurance or unless expressly authorized by this RFO, only the Commissioner of Insurance or his designee has authority to execute any documents or grant any permissions on behalf of TDI with respect to agreements between Respondent and TDI.

## 3.2. Award of Contract

A response to this RFO is an offer to contract with TDI based upon the terms, conditions and specifications contained in this RFO. **Offers and RFO responses do not become part of a contract or agreement with TDI unless and until they are accepted and agreed to by TDI.** TDI's waiver of any deviations in any response will not constitute a modification of this RFO and will not preclude TDI from asserting all rights against Respondent for failure to fully comply with all terms and conditions of this RFO. TDI reserves the right to make any corrections or include additional requirements in TDI's contract prior to execution that is necessary for TDI's compliance, as an agency of the State of Texas, with all state and federal requirements. TDI will award a contract, if any, to serve the best interests of TDI and the State of Texas.

## 3.3. Relationship of the Parties

The Respondent and TDI agree and understand that the Respondent will render services under any resulting contract as an independent contractor and nothing contained in the contract will be construed to create or imply a joint venture, partnership, principal/agent or any other relationship between the parties. The employees of the Respondent will not be considered employees of TDI within the meaning of any federal, state or local law, ordinance or regulation including, but not limited to, laws, ordinances or regulations concerning unemployment insurance, social security benefits, workers compensation or withholding requirements. The Respondent will be responsible for complying with any such laws, ordinances or regulations, and will indemnify and hold harmless TDI from any costs or damages sustained by TDI resulting from the Respondent's breach of its obligations under this section.

## 3.4. Contract Documents

3.4.1. Any contract between TDI and Respondent will follow the format specified by TDI. The contents of this RFO, as modified by any addendum and the Respondent's offer, will be incorporated into the contract. In the event of any conflict or contradiction between or among these documents, the documents will control in the following order of precedence: (a) the written contract; (b) the RFO, and (c) the Respondent's successful offer.

Specific exceptions to this general rule may be noted in the written contract.

3.4.2. A sample basic contract is attached to this RFO as Exhibit 4.

## 3.5. Open Records; Reissuance

All RFO responses become the property of TDI and may be subject to release to any requester under the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code, and Attorney General Opinions issued under that statute. See also Section 1.10.1.17 of this RFO. TDI may reissue another RFO for the services as described in this RFO or similar services at any time.

### 3.6. Pricing

Pricing must be submitted in accordance with instructions provided in this RFO and must comply with those requirements.

### 3.7. Additional Specifications

Respondents guarantee and warrant that their RFO responses will meet or exceed all specifications of this RFO. No substitutions or cancellations are permitted without prior written approval of TDI's Purchasing and Contract Administration Division. TDI will not be bound by any oral statements or representations contrary to the written specifications of this RFO.

### 3.8. Tie Bids

Consistent and continued tie bidding could cause rejection of responses by TDI's Purchasing and Contracting Division and/or investigation of antitrust violations. In case of tie bids, the award will be made in accordance with Title 10 of the Texas Government Code and Comptroller of Public Accounts Rules at 34 Texas Administrative Code § 20.36(b)(3).

### 3.9. Attachments

TDI will not consider any terms and conditions or other documents attached to a response as part of the RFO Response unless the Respondent specifically and prominently refers to each of them in the Letter of Transmittal required to be submitted with the offer. TDI reserves the right, in its sole discretion, to reject any Respondent terms and conditions or other documents or attachments as part of Respondent's RFO response.

### 3.10. Unacceptable Terms in Respondent's Offer/Response

Respondent's Response to this RFO, including any attachments thereto, will be incorporated as part of the executed contract to the extent the response does not conflict with this RFO. Any terms submitted by Respondent, regardless of whether such terms conflict with this RFO and/or contract, which conflict with or are in violation of Texas law or in conflict with the rules, policies and procedures of Comptroller's Office, are void regardless of whether TDI accepts such terms or is deemed to have accepted such terms.

Unacceptable terms and conditions included in a Respondent's RFO response may result in disqualification of the response. If an award is made to such a Respondent, such terms and conditions are void and are not part of a contract between Respondent and TDI.

### 3.11. Incorporation of Entire RFO

By submitting a signed offer, Respondent agrees that it fully understands and will abide by the terms and conditions contained in this RFO. Any exception to any provision, term or condition of this RFO must be specifically noted in writing in the offer's Executive Summary and explained by Respondent in its response as a condition to becoming part of any subsequent contract. Exceptions must be expressly agreed to by TDI in writing and by reference to the particular section of this RFO for which an exception is acceptable to TDI. Notwithstanding any other agreement or provision of this RFO to the contrary, any exceptions are subject to the limitations described in this RFO.

### 3.12. Conflicting Provisions

Unless expressly authorized by the executed contract by reference to this section, in the event of conflicting terms or provisions between this RFO, the contract, and Respondent's response, this RFO and the executed contract will control.

### 3.13. Authority to Bind TDI; Execute Documents

Unless expressly delegated by the Commissioner of Insurance or unless expressly authorized by this RFO, only the Commissioner of Insurance or his designee has authority to execute any documents or grant any permissions on behalf of TDI with respect to agreements between Respondent and TDI.

### 3.14. Specifications; Performance

Respondent will provide the services described in this RFO in the manner and quality described in the requirements of this RFO. Respondent's failure to conform to all requirements of this RFO may, among other things, result in TDI's cancellation of all or part of the contract.

### 3.15. No Prepayments

TDI will not prepay for any services provided to TDI by Respondent in its performance under the contract. Likewise, TDI will not make down payments, deposits, nor pay advances, advance deposits, or any other payments that are not made specifically for properly documented completed services approved for payment by, and satisfactorily provided to, TDI.

### 3.16. Refunds

Respondent will promptly refund or credit within thirty (30) calendar days any erroneously paid funds that are not expressly authorized under the contract.

### 3.17. Invoices

For all services, excluding those detailed in RFO Section 2.19, that have been delivered, tested, evaluated, and accepted by TDI, Respondent will submit an electronic invoice copy via e-mail to TDI's Accounting. To expedite processing, additional recipients may be included on the e-mail; Selected Respondent will be provided the necessary email contacts. Each submitted invoice must be fully auditable and must contain any and all necessary documentation for the invoiced service. Submitted invoices must include the following information:

1. Selected Respondent Name
2. Selected Respondent Address
3. Bill To Information
4. Remit Payment To Information
5. Invoice Date
6. Invoice Number
7. TxDMV Purchase Order Number
8. TxDMV Tax Identification Number
9. Vendor Texas Identification Number (TIN), as assigned by the Texas Comptroller of Public Accounts
10. Date and time of Service
11. Description of Service
12. Signature or Certification by an Authorized Representative

An example of the invoice format can be found in the sample contract provided in Exhibit 4 of this RFO.

Invoices that are received by TDI's Accounting which are otherwise received in non-conformance with all of the requirements of this RFO or the contract will be returned to Respondent unpaid or will be held by TDI until proper documentation is submitted.

Prior to authorizing payment to Respondent, TDI will evaluate Respondent's performance in accordance with the requirements of any resulting contract. No payment whatsoever will be made under any resulting contract without the prior submission of detailed, correct invoices. Subject to the foregoing, TDI must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

#### 3.17.1. Costs Related to RFO Section 2.19

For all services provided in relation to RFO Section 2.19, Respondent shall submit invoices directly to OAG in the manner and format directed by OAG. OAG shall comply with Chapter 2251, Texas Government Code, in making payments to the Selected Respondent. Payment shall not foreclose the right to recover wrongful payments. Each invoice must match OAG's Purchase Order and must include OAG's Purchase Order number or other pertinent information for verification of receipt of the services by OAG.

### 3.18. Termination and Cancellation Circumstances

The contract may be terminated or cancelled in any one of the following circumstances:

#### 3.18.1. Mutual Agreement

Upon the mutual written agreement of TDI and Respondent, the contract may be terminated or cancelled.

#### 3.18.2. TDI Upon 30 days Notice

TDI may, in its sole discretion, terminate or cancel the contract with thirty (30) calendar days written notice to Respondent. In the event of such termination, Respondent will be paid for all services provided prior to the date of the termination.

#### 3.18.3. Breach of Material Term

Either party may, upon giving thirty (30) calendar days written notice identifying specifically the basis for such notice, terminate the contract for breach of a material term or condition of the contract, provided the breaching party must not have cured such breach within the thirty (30) calendar day period. In the event of such termination, Respondent will be paid for all services provided prior to the date of the termination.

#### 3.18.4. Bankruptcy

Upon the filing of a petition for bankruptcy, or upon the judgment of bankruptcy or insolvency by or against the Respondent, TDI may terminate the contract for cause without notice. Such termination will be effective upon the date of such filing or upon the date of such judgment.

#### 3.18.5. Cause/Default

If Respondent fails to provide the goods or services contracted for according to the provisions of the contract, or fails to comply with any of the terms or conditions of the contract, TDI may, upon written notice of default to the Respondent, immediately terminate all or any part of the contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the contract.

TDI may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the contract, or to recover damages for the breach of any agreement being derived from the contract. The exercise of any of the foregoing remedies will not constitute a termination of the contract unless TDI notifies the Respondent in writing prior to the exercise of such remedy. The Respondent remains liable for all covenants and indemnities under the contract. The Respondent is liable for all costs and expenses, including court costs, incurred by TDI with respect to the enforcement of any of the remedies listed herein.

3.18.6. Availability of State Funds; Legislative Action; Necessity of Performance

The contract is subject to termination or cancellation, without penalty to TDI, either in whole or in part, subject to the availability of state funds. TDI is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TDI becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render the services to be provided by Respondent 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, TDI will not be liable to Respondent for any damages that are caused or associated with such termination or cancellation and TDI will not be required to give notice. In the event of such termination, Respondent will be paid for all services provided prior to the date of the termination.

TDI expressly reserves any and all legal remedies to which it may be entitled to collect any and all damages directly or indirectly resulting from breach of contract by Respondent or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of the Respondent. TDI reserves the right to pursue any and all applicable rights and remedies if the contract is terminated for any reason and TDI expressly waives no such rights or remedies.

3.19. Substitute Services

In the event TDI terminates or cancels the contract for Respondent's nonperformance or for cause, TDI may procure, upon such reasonable terms and in such manner as it deems appropriate, substitute services similar to those so terminated or cancelled and Respondent will be liable to TDI for any excess or additional costs incurred by TDI in acquiring such services plus court costs and attorneys' fees. TDI's recovery of costs under this section is in addition to any other remedies available to TDI under the contract and/or under applicable law.

3.20. Notice of Termination or Cancellation Delivery

Any termination by TDI of the contract that requires notice may be accomplished by TDI's delivery to Respondent of a notice of termination or cancellation specifying that the contract is terminated or cancelled.

3.21. Termination or Cancellation Effectiveness

Unless otherwise specified in this RFO or the contract, any termination or cancellation of the contract will be effective upon the date specified in TDI's notice of termination or cancellation.

3.22. TDI Not Liable Upon Termination

If the contract is terminated for any reason, TDI and the State of Texas will not be liable to Respondent for any damages, claims, losses or any other amounts arising from or related to any such termination.

3.23. N/A

3.24. Respondent Assignments

Respondent hereby assigns to TDI any and all claims for overcharges associated with any resulting contract that arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq., and that arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Ann. Section 15.01, et seq. See also Section 1.10.1.6 of Part I of this RFO.

3.25. TDI's Tax Exemption; Payment of Taxes by Respondent

Purchases made for State use are exempt from the State Sales Tax and Federal Excise Tax. Respondents must not include taxes in their responses. Tax Exemption Certificates will be furnished by TDI on request. Respondent will be responsible for payment of all taxes, including, but not limited to, state, federal, foreign,

or local taxes, including income tax, withholding tax, social security tax, pension contributions, and any other form of payroll or other taxes, for all Respondent's Employees.

3.26. Warranties

Notwithstanding any disclaimers in any RFO response or other Respondent document and notwithstanding any other provision of this RFO or the contract to the contrary, Respondent warrants and guarantees that all services will meet all specifications of the executed contract, including but not limited to this RFO.

3.27. Limitation on Authority; No Other Obligations

Respondent will have no authority to act for or on behalf of TDI or the State of Texas except as expressly provided for in the executed contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expenses, or liability of any kind on behalf of TDI or the State of Texas.

3.28. No Other Benefits

Respondent has no exclusive rights or benefits other than those set forth herein.

3.29. Parties Bound

The contract will be binding upon and inure to the benefit of TDI and Respondent and to their respective heirs, executors, administrators, legal representatives and successors.

3.30. Assignment

Respondent may not assign this RFO and any resulting contract, in whole or in part, and may not assign any right or duty required under this RFO or awarded contract without the prior written consent of TDI. Respondent will have no right to transfer, assign, or pledge as security for a debt all or any part of Respondent's interest in any resulting contract without the prior written consent of TDI. Any attempted assignment in violation of this section is void and without effect.

3.31. Time Limits

Time is of the essence in any resulting contract and accordingly all time limits will be strictly construed and rigidly enforced.

3.32. No Waiver

No provision of this RFO and/or contract will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to TDI as an agency of the State of Texas or otherwise available to TDI. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to TDI by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TDI does not waive any privileges, rights, defenses, remedies, or immunities available to TDI as an agency of the State of Texas or otherwise available to TDI.

3.33. Confidentiality of Information

Respondent will not disclose to anyone, directly or indirectly, any work-papers, data, databases, materials, information or reports in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which Respondent has access as a result of or in the course of performing services under any resulting contract without the prior written consent of TDI. This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or Respondent's performance. Each party will protect the confidentiality of the Confidential

Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind.

Nothing in this RFO and any resulting contract will prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies)

(i) previously known to it without obligation of confidence,
(ii) independently developed by it,
(iii) acquired by it from a third-party which is not, to its knowledge, under an obligation of confidence with respect to such information, or
(iv) which is or becomes publicly available through no breach of the contract.

In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it will provide prompt notice to the other of such receipt. The party receiving the subpoena will thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that the Respondent is acting as TDI's agent in providing services under the contract and will defer to TDI's decision as to compliance with and other matters related to such subpoena or other process.

Notwithstanding any provisions of this RFO and the executed contract to the contrary, Respondent understands that TDI is bound by the provisions of the Texas Public Information Act and Attorney General Opinions issued under that statute. Within three (3) business days of receipt, Respondent will refer to TDI any third-party requests, received directly by Respondent, for information to which the Respondent has access as a result of or in the course of performing services under the contract.

### 3.34. Personal Injury; Property Damage

Respondent will be liable for any bodily injury or personal injury to any individual caused by any of Respondent's employees during any assignment under the terms of the contract. In the event of loss, destruction or damage to any TDI or State of Texas property by Respondent's employees, Respondent will indemnify TDI or the State of Texas and pay to TDI or the State of Texas the full cost of repair, reconstruction or replacement, at TDI's election. Respondent will reimburse TDI or the State of Texas for such property damage within thirty (30) calendar days after receipt of TDI's notice of amount due to Respondent. This provision survives the termination or expiration of any awarded contract.

### 3.35. Indemnification

Respondent will indemnify, save and hold harmless TDI, its officers, agents, representatives and employees, and the State of Texas, its officers, agents, representatives and employees from any and all claims, actions, suits, demands, damages, losses, costs, expenses, judgments, or any other amounts, including, but not limited to, attorneys' fees and court costs, accruing or resulting from or related to Respondent's provision of services or performance under the contract. Respondent will indemnify, save and hold harmless TDI, its officers, agents, and employees, and the State of Texas, its officers, agents, and employees from any and all claims, actions, suits, demands, damages, losses, costs, expenses, judgments, or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from or related to acts, errors, or omissions of Respondent or Respondent's employees. TDI will not indemnify, save and hold harmless Respondent for any amounts for any purposes. This provision survives the termination or expiration of any awarded contract.

### 3.36. Patent, Trademark, Copyright Infringement

Respondent will defend and indemnify TDI and the State of Texas against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringement to the extent arising from TDI's or Respondent's use of or acquisition of any services, reports, materials, information, or other items

provided to TDI by Respondent or otherwise to which TDI has access as a result of Respondent's performance under any awarded contract, provided that TDI will notify Respondent of any such claim within a reasonable time of TDI's receiving notice of any such claim. Respondent will pay all reasonable costs of TDI's counsel. If Respondent is notified of any claim subject to this section, Respondent will notify TDI of such claim within five (5) business days of such notice. If TDI determines that a conflict exists between its interests and those of Respondent or if TDI is required by applicable law to select separate counsel, TDI will be permitted to select separate counsel and the reasonable costs of such TDI counsel will be paid by Respondent. Respondent will make no settlement of any such claim without TDI's prior written approval. Respondent will reimburse TDI and the State of Texas for any claims, damages, costs, expenses or other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim.

### 3.37. Support Documents; Inspection of Records

Respondent will maintain and retain required records and supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records and supporting fiscal documents will be maintained and retained by Respondent for a period of five (5) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Respondent will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Respondent pertaining to any awarded contract for purposes of inspecting, monitoring, auditing, or evaluating by TDI or the State of Texas.

### 3.38. Notices

Any written notices required under the contract will be by either hand delivery to Respondent's office or to TDI's Austin office, attention Director of Purchasing, Mail Code 108-1B, 333 Guadalupe, P.O. Box 149104, Austin, Texas 78714-9104, or by U.S. Mail, certified, return receipt requested, addressed to the appropriate address listed above in this section. Notice will be effective on receipt by the affected party. TDI and Respondent agree that either party may change the designated notice address in this section by written notification to the other party.

### 3.39. Force Majeure

TDI may grant relief from performance of the contract if Respondent is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Respondent. The burden of proof for the need of force majeure relief under this section will rest upon Respondent. To obtain release based on force majeure, Respondent must file a written request with TDI.

### 3.40. Subcontracts

Respondent may not subcontract for any of the services required under the awarded contract without the prior written consent of TDI. Respondent expressly understands and acknowledges that, in entering into any approved subcontract, TDI or the State of Texas is not liable to any subcontractor of Respondent for any amounts. Respondent will retain responsibility for ensuring that the performances rendered under any subcontracts comply with all requirements of this procurement as if such performances were rendered by Respondent. See also Sections 1.25 and 4.8.8 of this RFO.

### 3.41. Title and Ownership

TDI and the State of Texas will receive and Respondent will convey to TDI and the State title, ownership and licenses, whichever is applicable to all services under the contract.

Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by Respondent in the performance of its obligations under any resulting contract are the

exclusive property of the State of Texas and all such materials must be delivered to the State by the Respondent upon completion, termination, or cancellation of any resulting contract. Respondent may, at its own expense, keep copies of all its writings for its personal files. Respondent must not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under any resulting contract without the prior written consent of the State; provided, however, that Respondent may be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein include, but are not limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

3.42. Severability

If any provision of the contract will, for any reason, be held to violate any applicable law, and so much of the contract is held to be unenforceable, then the invalidity of such a specific provision will not be held to invalidate any other provisions; such other provisions will remain in full force and effect unless removal of said invalid provisions destroys the legitimate purpose of the contract, in which event the contract will be cancelled.

3.43. N/A

3.44. Federal, State, and Local Requirements

Respondent must demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard workers' compensation insurance coverage. Respondent must comply with all federal and State tax laws and withholding requirements. The State of Texas will not be liable to Respondent or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements. Respondent must indemnify the State of Texas and must pay all costs, penalties, or losses resulting from Respondent's omission or breach of this section.

3.45. Dispute Resolution

3.45.1. Chapter 2260 of the Texas Government Code pertains to the resolution of breach of contract claims against the state. TDI has adopted rules under Chapter 2260, codified at 28 Texas Administrative Code §§ 1.1801 – 1.1823. TDI may adopt revisions to these rules throughout the term of any awarded contract including any extensions. Selected Respondent must comply with such rules. To the extent that Chapter 2260 of the Texas Government Code applies to a contract resulting from this RFO, then the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used, as further described herein, by TDI and Respondent to attempt to resolve any claim for breach of contract made by the Respondent arising under the awarded contract.

3.45.2. The Respondent's claim for breach of contract that the parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the Respondent must submit written notice, as required by Subchapter B of Chapter 2260, to the attention of TDI General Counsel. The written notice must expressly state that the provisions of Chapter 2260, Subchapter B are being invoked by the Respondent. Said notice must also be given to all other representative of TDI and the Respondent otherwise entitled to notice under the parties' contract. Compliance by the Respondent with Chapter 2260, Subchapter B is a condition precedent to filing a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

3.45.3. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the Respondent's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TDI if the parties are unable to resolve their disputes under Section 3.45.2, above.

3.45.4. Compliance with the contested case process provided in Chapter 2260, Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. The execution of a contract by TDI or any other conduct of any representative of TDI relating to a contract must not be considered or construed as a waiver by TDI of sovereign immunity or of any rights, privileges, defenses or immunities available to TDI as an agency of the State of Texas or as a waiver of TDI's termination rights or other termination provisions or expiration dates of the contract.

3.45.5. Neither the occurrence of an event nor the pendency of a claim for breach of contract constitutes grounds for the suspension of performance by the Respondent, in whole or in part.

3.45.6. To the extent that Chapter 2260 of the Texas Government Code does not apply to a contract resulting from this RFO, should a dispute arise out of the contract, TDI and Respondent will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiation fail, the dispute will be mediated by a mutually acceptable third-party to be chosen by TDI and Respondent within fifteen (15) business days after written notice by one of them demanding mediation under this section. Respondent will pay all costs of the mediation unless TDI, in its sole good faith discretion, approves such or some portion of such costs. By mutual agreement, TDI and Respondent may use a non-binding form of dispute resolution other than mediation. The execution of a contract by TDI or any other conduct of any representative of TDI relating to a contract must not be considered or construed as a waiver by TDI of sovereign immunity or of any rights, privileges, defenses or immunities available to TDI as an agency of the State of Texas or as a waiver of TDI's termination rights or other termination provisions or expiration dates of the contract. To the extent consistent with other Texas Law, including, but not limited to, the Texas Public Information Act and the Texas Open Meetings Act, any non-binding dispute resolution process conducted under the terms of this section will be confidential within the meaning of Texas Civil Practices and Remedies Code Ann. §§ 154.053 and 154.073.

### 3.46. Default

If Selected Respondent is found to be in default under any provision of any resulting contract, TDI may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Selected Respondent will be responsible for paying damages to TDI, including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TDI resulting from Selected Respondent's non-performance. The defaulting Selected Respondent will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

### 3.47. Accessibility

Effective September 1, 2006 state agencies and institutions of higher education must 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.

Respondent must provide DIR 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 their VPAT must provide DIR 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/.

## 3.48. Intellectual Property Matters

### 3.48.1. Definitions

1. " Work Product" means any and all deliverables produced by Selected Respondent for TDI under a Statement of Work issued pursuant to this RFO, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to TDI under any contract issued pursuant to this RFO or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of TDI in connection with any contract issued pursuant to this RFO or a Statement of Work, or with funds appropriated by or for TDI or TDI's benefit: (a) by any Selected Respondent personnel or TDI personnel, or (b) any TDI personnel who then became personnel to Selected Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Selected Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with TDI.
2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
3. "Statement of Work" means a document signed by TDI and Selected Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Selected Respondent is to provide TDI, issued pursuant to this RFO.
4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this RFO or any contract issued pursuant to this RFO, and which is not directly or indirectly

providing any goods or services to TDI under this RFO or any contract issued pursuant to this RFO.

5. "Selected Respondent IP" means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Selected Respondent (a) prior to providing any Services or Work Product to TDI and prior to receiving any documents, materials, information or funding from or on behalf of TDI relating to the Services or Work Product, or (b) after the Effective Date of any contract issued pursuant to this RFO if such tangible or intangible items or things were independently developed by Selected Respondent outside Selected Respondent's provision of Services or Work Product for TDI hereunder and were not created, prepared, developed, invented or conceived by any TDI personnel who then became personnel to Selected Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Selected Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with TDI.

### 3.48.2. Ownership

As between Selected Respondent and TDI, the Work Product and Intellectual Property Rights therein are and will be owned exclusively by TDI, and not Selected Respondent. Selected Respondent specifically agrees that the Work Product will be considered "works made for hire" and that the Work Product will, upon creation, be owned exclusively by TDI. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Selected Respondent hereby agrees that any contract issued pursuant to this RFO effectively transfers, grants, conveys, assigns, and relinquishes exclusively to TDI all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and TDI will be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Selected Respondent acknowledges that Selected Respondent and TDI do not intend Selected Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. TDI must have access, during normal business hours (Monday thru Friday, 8 a.m. to 5 p.m., Central Time, Austin, Texas) and upon reasonable prior notice to Selected Respondent, to all Selected Respondent materials, premises and computer files containing the Work Product. Selected Respondent and TDI, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Selected Respondent, if approved in writing by TDI.

### 3.48.3. Further Actions

Selected Respondent, upon request and without further consideration, must perform any acts that may be deemed reasonably necessary or desirable by TDI to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to TDI to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by TDI. In the event TDI is unable to obtain Selected Respondent's signature due to the dissolution of Selected Respondent or Selected Respondent's unreasonable failure to respond to TDI's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Selected Respondent hereby irrevocably designates and appoints TDI and its duly authorized officers and agents as Selected Respondent's agent and Selected Respondent's attorney-in-fact to act for and in Selected Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Selected Respondent, provided however that no such grant of right to TDI is

applicable if Selected Respondent fails to execute any document due to a good faith dispute by Selected Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. TDI will have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Selected Respondent must cooperate, at TDI's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

3.48.4. Waiver of Moral Rights

Selected Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Selected Respondent may now have or which may accrue to Selected Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Selected Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

3.48.5. Confidentiality

All documents, information and materials forwarded to Selected Respondent by TDI for use in and preparation of the Work Product, will be deemed the confidential information of TDI, and subject to the license granted by TDI to Selected Respondent under RFO Section 3.48.8. Selected Respondent must not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of TDI.

3.48.6. Injunctive Relief

This RFO and any resulting contract is intended to protect TDI's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to TDI's business. Therefore, Selected Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this RFO and any resulting contract, upon a request by TDI, without requiring proof of irreparable injury as same should be presumed.

3.48.7. Return of Materials Pertaining to Work Product

Upon the request of TDI, but in any event upon termination or expiration of any contract issued pursuant to this RFO or a Statement of Work, Selected Respondent must surrender to TDI all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Selected Respondent or furnished by TDI to Selected Respondent, including all materials embodying the Work Product, any TDI confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Selected Respondent by TDI or by anyone else that pertains to the Work Product.

3.48.8. Selected Respondent License to Use

TDI hereby grants to Selected Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to TDI.

Except as provided in this Section, neither Selected Respondent nor any Subcontractor will have the right to use the Work Product in connection with the provision of services to other persons or entities without the prior written consent of TDI, which consent may be withheld in TDI's sole discretion.

3.48.9. Selected Respondent IP/Third-Party Underlying and Derivative Works

To the extent that any Selected Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Selected Respondent hereby grants to the TDI, or must obtain from the applicable third party for TDI's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for TDI's internal business or other state agency internal purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Selected Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to TDI in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Selected Respondent agrees to notify TDI on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Selected Respondent must provide TDI with documentation indicating a third party's written approval for Selected Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

Selected Respondent may not include any open source code in the deliverable without the written authorization of TDI.

3.48.10. Agreement with Subcontracts

Selected Respondent agrees that it must have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to any contract issued pursuant to this RFO, prior to their providing such Services or Work Product, and that it must maintain such written agreements at all times during performance of any contract issued pursuant to this RFO, which are sufficient to support all performance and grants of rights by Selected Respondent. Copies of such agreements must be provided to the TDI promptly upon request.

3.48.11. Selected Respondent Development Rights

To the extent not inconsistent with TDI's rights in the Work Product or as set forth herein, nothing in this RFO or any resulting contract precludes Selected Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of TDI therein are infringed by such competitive materials. To the extent that Selected Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of TDI therein in order to offer competitive goods or services to third parties, Selected Respondent and TDI agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

3.48.12. Source Code Issues

TDI anticipates that there will be three (3) classes of software delivered as part of this solution. TDI prefers to handle source code issues as follows:

3.48.12.1. Preferred Arrangement

1. Work Product Application Software
   a. All Work Product application software will be delivered to TDI as machine-readable source files, linkable modules, and executable modules.

2. Selected Respondent IP Software
   a. All Selected Respondent IP software that will be delivered to TDI as machine-readable source files, linkable modules, and executable modules.
   b. TDI must have the right to alter Selected Respondent IP software any time following the warranty period. TDI agrees not to transfer Selected Respondent IP source code or linkable modules to entities other than authorized state agencies.
   c. Upon final acceptance of the solution, the Selected Respondent will supply TDI with an unlimited, royalty free, paid-up, non-exclusive, perpetual, and irrevocable license to use the Selected Respondent IP application software and to distribute it to other authorized state agencies for their use. The license survives the termination of the contract.

3. Third-Party Software, including but not limited to add-ons, plug-ins, development tools, and operating systems.
   a. All tools required to support the system including, but not limited to, Computer Aided Engineering (CASE) tools, compilers, editors, and function libraries must be supplied to TDI as Third-Party Software.
   b. TDI requires that the Selected Respondent include as part of the one-time cost proposal licensing for each item in this software class for at least one (1) year from the date of acceptance of the software.
   c. Selected Respondent will facilitate the transfer of these licenses to TDI.
   d. For those third-party products that require license renewal, TDI must have the option to arrange licensing directly from the suppliers of such software. Approximate costs for licenses must be supplied to TDI in the recurring cost schedule.
   e. Prior to the end of the warranty period, before TDI has possession of the source code, the Selected Respondent will be required to establish and maintain at its expense an escrow agreement for the source code to software delivered under the final contract. The Selected Respondent must identify the escrow agent to TDI, providing the name, the contact address and telephone number in the proposal. The terms of the escrow agreement will be dictated in the final contract.

3.48.12.2. Alternate Arrangement

1. Work Product Application Software
   a. All Work Product application software will be delivered to TDI as machine-readable source files, linkable modules, and executable modules.

2. Selected Respondent IP Software
   a. All Selected Respondent IP software will be delivered to TDI as linkable modules and executable modules so that if TDI alters the custom-developed Application Software, those alterations can be incorporated into the system.
   b. Upon final acceptance of the solution, the Selected Respondent will supply TDI with an unlimited, royalty free, paid-up, non-exclusive, perpetual, and

irrevocable license to use and to distribute it to other authorized state agencies for their internal use the Selected Respondent IP software. The license survives the termination of the contract.

c. Costs for maintenance and upgrades to the Selected Respondent IP software must be included in the recurring cost schedule.

d. The Selected Respondent will be required to establish and maintain at its expense an escrow agreement for the source code that falls into this class of software. The Selected Respondent must identify the escrow agent to TDI, providing the name, the contact address and telephone number in the proposal. Respondents should be aware that TDI will require as part of the escrow agreement on-going support of the system and prompt action twenty-four (24) hours a day for any system outage or partial system outage. Respondents must submit recommended and required terms of the escrow agreement in their proposals. The terms of the escrow agreement will be finalized during contract negotiations and will be dictated in the final contract.

3. Third-Party Software, including, but not limited to, add-ons, plug-ins, development tools, and operating systems.

a. All tools required to support the system including, but not limited to, Computer Aided Engineering (CASE) tools, compilers, editors, and function libraries must be supplied to TDI as Third-Party Software.

b. TDI requires that the Selected Respondent include as part of the one-time cost proposal licensing for each item in this software class for at least one (1) year from the date of acceptance of the software.

c. Selected Respondent will facilitate the transfer of these licenses to TDI.

d. For those third-party products that require license renewal, TDI must have the option to arrange licensing directly from the suppliers of such software. Approximate costs for licenses must be supplied to TDI in the recurring cost schedule.

## 3.49. Texas Public Safety Commission

The following Texas Department of Public Safety ("DPS") contracts and commitments must be submitted to the Texas Public Safety Commission or the Commission's designee ("Commission") for review prior to execution, pursuant to Sections 411.003 and 411.004 of the Texas Government Code:

1) Any contract or commitment in the amount of $1,000,000 or more.
2) Any change order, individually or in combination with other change orders, that increases the original contract or commitment by fifty percent or more, as long as the dollar amount of the change order(s) is $100,000 or more.
3) Any change order, individually or in combination with other change orders, that increases the original contract or commitment by $500,000 or more.

Any work performed prior to the following is performed at Selected Respondent's sole risk if the contract or commitment is required to be submitted to the Commission according to the policy listed in the sentence immediately above:

1) DPS' submission of such contract or commitment to the Commission; and
2) DPS' compliance with any Commission directive regarding such contract or commitment, prior to DPS' execution of the contract or commitment.

3.50. Acceptance of Terms

By submitting a response, acknowledging and accepting the contract, or delivering any services under the contract, Respondent acknowledges, accepts and agrees to all terms and conditions of any resulting contract, including, but not limited to, this RFO.

3.51. Entire Agreement

Except as expressly provided otherwise herein, the contract will represent the entire agreement by and between TDI and Respondent regarding the subject matter of this RFO. This agreement may not be changed except by TDI's written contract revision.

# Part IV. Mandatory Response Requirements

## 4.1. Respondent Documents

All Respondent's documents that are related to the goods and/or services, this RFO, the Responses or the awarded contract, if any, including, but not limited to, license agreement, maintenance schedules, service schedules, warranty plans, warranty documents, and published specifications are collectively referred to in this RFO as "Respondent Documents." Offers/responses must include copies of ALL applicable Respondent documents including, but not limited to, license agreements, warranty information, maintenance information and support information. TDI reserves the right to reject all Respondent documents that are not included or submitted with RFO responses. Respondent documents that are not submitted with Respondent's RFO Offer/response will not be accepted or considered part of the offer or any resulting contract. If accepted, TDI will incorporate Respondent Documents as a part of the awarded contract in lieu of signing additional documents.

4.1.1. As instructed in RFO Section 2.8 item 6, Respondent must obtain copies of the CJIS security requirements by July 30, 2010, 12 p.m., Central Time, Austin, Texas. **Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process.**

## 4.2. Instructions for Submitting Offers

4.2.1. The Respondent's offer must be responsive to all requirements set forth in this RFO and prepared according to the format described in this RFO. All offers/responses must provide sufficient information to enable the review committee to evaluate the Respondent's ability to provide the services described in Part II, Specifications, and to comply with any other contractual provisions described in this RFO.

4.2.2. All offers/responses must be typewritten and legible, and the Respondent must sign the original copies of the RFO in ink. Failure to manually sign the RFO automatically disqualifies the offer. The person signing the offer must demonstrate the title or authority to bind the Respondent in a contract. All offers submitted must be bound, organized, and arranged to correspond directly with the numbered sections of this RFO. All pages must be numbered. Failure to arrange the offer in the manner set forth in this RFO may result in disqualification. Conciseness and clarity of content must be emphasized. In responding, the Respondent must provide all information that the Respondent believes would be helpful to TDI in establishing its ability to perform the services described in this RFO and to comply with the requirements of this RFO and any resulting contract.

4.2.3. Each proposal must consist of the following Parts: Part 1 – Business Proposal, and Part 2 – Mandatory Pricing Form.

4.2.3.1. Business Proposal

Respondents must submit a Business Proposal that includes all items addressed in Sections 4.3 through 4.11 of the Mandatory Response Requirements. Respondents must submit one (1) original and twelve (12) copies of its offer, and must sign the original copy in ink. Respondent must also submit twelve (12) electronic copies of its offer on compact disc, which at the minimum is compatible with Microsoft Office XP.

The Respondent's Business Proposal must be submitted in a binder with tabs labeled with Section 4.3 through 4.11 of the RFO. Respondents may add tabs if providing additional information.

4.2.3.2. Mandatory Pricing Form

Respondents must submit a Mandatory Pricing Form as described in Section 4.12 of the RFO. Respondents must submit one (1) original and four (4) copies of the Mandatory Pricing Form. Respondents must also submit four (4) electronic copies of the Mandatory Pricing Form on compact disc, compatible with Microsoft Office XP.

The Respondent's Mandatory Pricing Form must be submitted in a separate binder from the Business Proposal.

4.2.4. The Respondent's Business and Mandatory Pricing Submissions must be placed in a separate sealed package, and include a label which reads: "PROPOSAL FOR TexasSure Vehicle Insurance Verification Program – RFO 11-SKM-TxSure VIV – TO BE OPENED BY TDI PURCHASING AND CONTRACT ADMINISTRATION."

4.2.5. Respondent must submit all copies of its offer/response to TDI's Purchasing and Contract Administration Division no later than November 8, 2010, 10 a.m., Central Time, Austin, Texas.. Responses to this RFO must be time-date stamped at TDI's Purchasing and Contracting Division before November 8, 2010, 10 a.m., Central Time, Austin, Texas. Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances. All proposals become the property of TDI after submission.

Address for delivery by U.S. Mail:
Texas Department of Insurance
Purchasing and Contract Administration
Attn: Sandi Morgan
P.O. Box 149104
Austin, Texas 78714-9104

Address for overnight, courier, or hand delivery:
Texas Department of Insurance
Purchasing and Contract Administration
Attn: Sandi Morgan
333 Guadalupe, Tower I - Room 850
Austin, Texas 78701

4.3. Letter of Transmittal

The Respondent's offer must be introduced by a letter of transmittal that includes the information specified below. At a minimum, the letter of transmittal must contain the following information and representations:

(a) A statement of the Respondent's commitment to provide the services required by TDI as set forth in this RFO.

(b) A statement that the offer is valid for 180 calendar days from the day after the date that the proposals are delivered to TDI. Any offer containing a term of less than 180 calendar days for acceptance will be rejected by TDI as non-responsive.

(c) A statement that the Respondent acknowledges and agrees to comply with the terms and conditions contained in this RFO and those of resulting contract. If any Respondent takes exception to any of the proposed terms and conditions, those exceptions must be noted in the Letter of Transmittal.

Each Respondent should realize, however, that failure to accept the terms and conditions specified in this RFO may result in disqualification of the proposal.

(d) A statement certifying that, if a Texas address is shown as the address of the Respondent, the Respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.

(e) A statement acknowledging review and acceptance of the Affirmations and Certifications contained in RFO Section 1.10.1, Respondent Certifications and Affirmations, stating where each documented certification and affirmation is located in the offer.

(f) A statement certifying the completeness, veracity, and accuracy of the information provided in the offer.

(g) A statement that the letter is signed and dated by a person legally authorized to bind the Respondent to the requirements, provisions, terms, and conditions contained in this RFO. The signature line must indicate the signatory's title, address, telephone, facsimile and email address.

(h) A statement regarding any additional terms and conditions or any documentation unaddressed in the RFO that Respondent has attached in the response as a material submission to the RFO.

## 4.4. Executive Summary

Each Respondent must provide an executive summary of the offer/response, excluding cost information that asserts that the Respondent is providing, in its offer/response, all of the requirements of this RFO. If Respondent is providing services beyond those specifically requested, those services must be identified. If Respondent is offering services that do not meet the specific requirements of this RFO, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the Executive Summary. Each Respondent should realize, however, that failure to provide the services specifically required may result in disqualification. The Executive Summary must not exceed five (5) pages and should represent a full and concise summary of the contents of the proposal.

The summary should include:

(a) A brief description of the Respondent's qualifications;

(b) A description of the Respondent's experience with the data collection/data matching;

(c) A description of the Respondent's understanding of TexasSure and the requirements of TexasSure; and

(d) A description of the Respondent's plan to successfully operate TexasSure.

## 4.5. Corporate Background and Experience

This section details the Respondent's corporate background and experience, including past performance, as it relates to projects similar in scope and complexity to the project described in this RFO. The Respondent must demonstrate its ability to perform the services described in the RFO by providing, at a minimum, the following information:

### 4.5.1. Corporate Experience

Respondent must provide the following information:

(a) Respondent must list <u>all</u> engagements of comparable complexity and sensitivity to the requirements of this RFO that have been conducted within the past five (5) years that are similar to the services described in this RFO, or which, though different, required the same general types of resources and skills. Each description should be as detailed as necessary to enable TDI to reasonably assess the relevance and usefulness of such experience to the project and the quality of the Respondent's performance and must specify whether Respondent served as a general/prime contractor or served as a subcontractor. If Respondent served as a general/prime contractor, Respondent must indicate whether it used subcontractors to provide such services and to what extent it relied on subcontractors.

Respondent must give the client organization's name and describe the service performed, the service's beginning and ending dates, results obtained and current status of the project. Respondent must provide the name, title, telephone number, and email address of the key contact(s) at the client organization. These individuals may be contacted at the discretion of TDI. The provision of the name of a contact person by Respondent will constitute a release to contact the individual for pertinent information.

(b) Respondent must list all contracts or purchase orders that Respondent executed or accepted within the last five (5) years and that were cancelled, in whole or in part, by any State agency or other entity prior to completion. For each cancelled contract, include a detailed explanation for the cancellation and final resolution of the matter. Include the names and telephone numbers of each such agency's or entity's contact individual who has knowledge of the cancellation and the reason for the cancellation. The provision of the name of a contact person by Respondent will constitute a release to contact the individual for pertinent information. If none, specify none.

(c) Respondent must list all contracts or purchase orders that Respondent executed or accepted within the last five (5) years with any Texas State agency. If none, specify none.

4.5.2. Corporate References

(a) Respondent must include three (3) references from clients for whom the Respondent has performed comparable services. At a minimum, the Respondent must provide a brief description of each project, current client information (including names and phone numbers), specific services the Respondent provided, dates of service, size of the project, delivery approach, and project costs at completion.

(b) If comparable services have not been provided, the Respondent must submit references for services in matters relating to insurance or motor vehicle registration. At a minimum, the Respondent must provide a brief description of the project, current client information (including names and phone numbers), dates services were performed, specific services the Respondent provided, size of the project, delivery approach, and project costs at completion.

(c) Respondent may not request a reference from TDI.

4.5.3. Respondent Key Staff

(a) Respondent must list the name, title, phone number, email address, and fax number of at least two (2) individuals who will be the contact persons for this RFO and who have the authority to respond to questions from TDI.

(b) Respondent must specifically detail the names, qualifications, education, training, experience and certifications of the project management employees and key staff that will provide services under any contract resulting from this RFO. Respondent must represent and warrant that each of these employees, including replacement employees, if any, will possess the qualifications, education, training, experience and certifications necessary to perform the services under the contract in the manner required by this RFO. Respondent must detail specific experience related to data collection/matching for the project management employees and key staff who will provide services under any resulting contract.

(c) Respondent must include résumés for each project management employee and key staff member to be assigned to this project that includes at a minimum title, educational background, licenses, relevant experience, length of service with the Respondent's firm, and professional accreditations/certifications.

(d) Selected Respondent(s) must notify TDI of any change to project management employees and key staff. The Respondent must provide all information as listed above and obtain written approval from TDI before any new personnel begins work on this contract.

### 4.5.4. Evidence of Financial Capacity

Respondent must provide evidence that they offer the financial responsibility, capacity and solvency necessary to perform the requirements of this procurement. The information provided by the Respondent must include, but is not limited to, the following:

(a) The Respondent's three (3) most recent annual CPA-audited financial reports, including a year-end 2009 financial statement (which can be unaudited, if the CPA audit is not yet complete). If the Respondent is an affiliate of another corporation, the above information must be supplied for the parent corporation.

(b) If any change in ownership is anticipated during the twelve (12) months following the proposal due date, Respondent must describe the circumstances of such change and indicate when the change is likely to occur.

(c) A description of any restrictions or pending reviews by state or federal authorities for non-compliance with state or federal statutes or regulations. Respondent must provide details for the past three (3) years, including the outcome.

(d) TDI reserves the right to require any additional information necessary to determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of the Respondent's financial soundness.

(e) If the Respondent experiences a substantial change in its financial condition or anticipates any adverse financial event prior to award of the contract resulting from this RFO or through the end of the contract, the Respondent must notify the designated TDI Contact Person in writing at the time the change occurs or is known. Failure to notify TDI of such a substantial change in financial condition will be sufficient grounds for rejecting the Respondent's offer/response or terminating the contract.

### 4.5.5. Insurance/Bonds

Respondent must acknowledge that, if selected, it will provide the following bonds and insurance within the prescribed time periods.

(a) Within five (5) business days of executing any contract related to this RFO, Selected Respondent(s) must furnish to TDI proof of the insurance coverages outlined below.

1. Dishonesty Bonding. Selected Respondent(s) must maintain dishonesty bonding under a commercial crime policy or business services bonding in the minimum amount of ten thousand dollars ($10,000).
2. Workers' Compensation Insurance. Selected Respondent(s) must maintain standard workers' compensation insurance covering any employee and/or independent contractor, subcontractor, agent, who is to perform services under any resulting contract.
3. Commercial General Liability Insurance. Selected Respondent(s) must maintain general liability insurance coverage with five hundred thousand dollars ($500,000) minimum for each occurrence limit and one million dollars ($1,000,000) minimum aggregate limit.

(b) The dishonesty bonding and insurance coverages outlined above must meet the following requirements:

1. All required bonds and insurance must be issued by companies that are rated excellent or better by A. M. Best Company, and duly licensed, admitted, and authorized to do business in the State of Texas.
2. All required bonds and insurance must remain in effect during the term of the contract, and any extensions thereof, unless a different period is specifically required. TDI will consider a lapse of any coverages a material breach by Selected Respondent and TDI may immediately terminate any agreement.
3. Each policy of insurance must contain a provision whereby TDI will receive thirty (30) calendar days advance written notice of cancellation, termination, or failure to renew any policy. If the Selected Respondent's carrier cancels any policies, the Selected

Respondent must immediately obtain a replacement policy prior to the expiration of the thirty (30) calendar day warning period.

4. If a material change is made in any policy or bond, Selected Respondent must notify TDI in writing not later than the second (2nd) day after the material change takes effect.
5. All certificates of insurance must name TDI as additional insured. The performance bond must be in favor of TDI as obligee, and the bond must be in a form approved by TDI.
6. All required bonds and certificates of insurance evidencing Selected Respondent's compliance must be submitted to TDI within fifteen (15) calendar days following the contract execution, and any renewals.
7. TDI reserves the right to withhold payments to Selected Respondent(s) in the event of non-compliance with the bond and insurance requirements outlined in this RFO until such time as the Respondent comes into compliance with such provisions.

## 4.6. Project Work Plan / Description of Services to be Performed

### 4.6.1. Description of Services to be Performed

Respondents must complete and attach the Specifications Response Form, which is included as Exhibit 1 to this RFO. Respondent must demonstrate its understanding of the services requested in this RFO as well as submit a detailed written description of how the Respondent proposes to go about providing the services set forth in Part II of this RFO. Simply rephrasing the RFO requirements does not sufficiently demonstrate understanding of the RFO; the Respondent must provide more specific details.

### 4.6.2. Project Approach

Respondent must describe its approach to addressing the project and requirements identified in Part II, Specifications. The project approach must include:

1. Project Management Plan

   The offer/response must include a description of the project methodology and tools to be used in accomplishing the services described in this RFO within the specified schedule. Respondent must utilize a proven project management methodology and establish an organization structure that will be responsible for managing the project.

   At a minimum, the Project Management Plan must include:

   a. Explanation of the project management methodology that will be followed for all project periods;
   b. The organizational structure that will be implemented to ensure transition and daily operational activities are carried out in a deliberate and controlled manner;
   c. The methodology that will be followed for progress tracking and status reporting; and
   d. A roles and responsibilities matrix that clearly defines the allocation of responsibilities between the Respondent and the implementing agencies. The Respondent is responsible for all activities necessary to complete the specifications, except where an activity is specifically stated to be the responsibility of the implementing agencies or insurers.

2. Project Work Plan

   Respondent must include a work plan with sufficient detail that explains how work on the project will be performed. The project work plan must include enough detail to track the project team's progress regarding project tasks and deliverables during all project periods. The project work plan must contain detailed information to address the operational (post-implementation) requirements contained in Part II of the RFO.

The Project Work Plan must be organized with section numbers and section labels that correspond to those in Part II of this RFO. The plan must include:

a. A timeline for the completion of each milestone included in the project;
b. All proposed project activities including:
   i. A logical sequence of tasks and deliverables included in each project period;
   ii. A clear definition of each task and deliverable;
   iii. Staff loading for each deliverable, including percentage of time assigned to the project and required State staff resources, if any;
   iv. A specified target completion date for each task and deliverable; task and deliverable relationships and dependencies; and
   v. Tasks expected to be completed by State resources.

#### 4.6.3. Additional Services

Respondent may propose that additional services be included in the contract if, in its judgment, their inclusion is necessary to the accomplishment of contract objectives or would increase the value of the outcome of the contract to TDI and the other implementing agencies.

#### 4.6.4. Business Requirements

Following the award, if any, of a contract related to this RFO, TDI and Selected Respondent must mutually agree to Business Requirements, which will be documented in writing. The Business Requirements document must be mutually agreed upon in writing by all parties to any resulting contract.

### 4.7. Assumptions

Respondent must identify and explain any business, economic, legal, programmatic, or practical assumptions that underlie the Respondent's offer/response. Respondent must also acknowledge that TDI reserves the right to accept or reject any assumptions, and that all assumptions not expressly identified and incorporated into the contract resulting from this RFO are deemed rejected by TDI.

### 4.8. Respondent Information and Disclosures

#### 4.8.1. General Respondent Information

Respondent must provide the following information:

a. Names, address, telephone and fax numbers of the entity submitting the proposal.
b. Type of business entity (i.e., corporation, partnership, trust, association, subsidiary).
c. The place of incorporation, if applicable.
d. The location(s) of all the major offices, locations and other facilities that relate to the Respondent's performance under the terms of this RFO.
e. An organizational chart of the Respondent. Include all parent, subsidiary and affiliate companies and explain their relationship to the Respondent.
f. Length of time in business.
g. The Respondent's Federal employer identification number and Texas tax identification/registration number (if available) with a copy of local business or Texas tax license.

#### 4.8.2. Respondent Identification

Respondent must provide its Respondent ID Number (Vendor ID #), full firm name and address of Respondent (Respondent must enter in the block provided if not printed). The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas.

Respondent must enter this number in the spaces provided on page 1 of this RFO, if the number is not printed. If this number is not known, the Respondent must provide its Federal Employer's Identification Number (or Social Security Number for sole owners).

4.8.3. Relatives/Employees; Definition of Employee

State law imposes restrictions on certain contracts with former or retired agency employees. Respondent must provide a list of all of the following: (1) relatives of the Respondent who are currently working or have worked for TDI, TxDMV, DPS, DIR or TxDOT; and (2) employees of the Respondent who are current, former, or retired employees of TDI, TxDMV, DPS, DIR, or TxDOT. Respondent must notify TDI of any prospective employee who is a former employee of TDI, TxDMV, DPS, DIR, or TxDOT prior to employee's performance or receipt of compensation under any contract resulting from this RFO. Respondent must notify TDI of any prospective employee who is related to a TDI, TxDMV, DPS, DIR or TxDOT employee prior to placement, and must notify TDI of any prospective employee who holds any license or certificate related to the insurance industry. As used throughout this RFO, the term "Employee" includes any individuals who, on behalf of the Respondent, will or may participate in any contract resulting from this RFO. The term "Employee" includes all personnel, replacement personnel, agents, contractors and other representatives of the Respondent regardless of how employed or contracted by Respondent. If none, specify none.

4.8.4. Names and Social Security Numbers

Responses must include names and Social Security Numbers of each person with at least twenty-five percent (25%) ownership of the business entity submitting the response. TDI may accept responses that do not include this information if TDI obtains the required information before the contract, if any, is executed.

Federal Privacy Act Notice: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.

4.8.5. Conflicts or Potential Conflicts of Interest

Respondent must provide a statement of any conflicts or potential conflicts of interest for the Respondent or the Respondent's employees, who will or may provide services under any contract resulting from this RFO. Failure to disclose all conflicts or potential conflicts of interest may result in the Respondent being disqualified and may result in cancellation of the contract. In submitting a response, the Respondent certifies that, except as disclosed under the provisions of this section, the Respondent possesses the necessary independence in the provision of services sought by TDI under this RFO.

4.8.6. Changes in Ownership Conditions

The proposal must include a certification to notify TDI of a change in ownership. If a Respondent experiences a substantial change in its ownership during the period prior to the award of any contract pursuant to the RFO, or if Selected Respondent(s) experience a substantial change in ownership during the term of the contract or any extension thereof, TDI must be notified of the change in writing at the time the change occurs or is identified. Failure to notify TDI of such substantial change in ownership during the term of the contract or any extension thereof will be sufficient grounds for rejecting the proposal or terminating any contract.

#### 4.8.7. Legal Actions

Respondent must identify any pending or completed legal actions against the Respondent during the past five (5) years related to services performed. Respondent must specifically describe any legal actions related to failure to perform contracted services, breach of contract, or general mismanagement of a contract that have been brought against the Respondent or any of the individuals who will be working with TDI.

The Respondent must also state whether during the last five (5) years the Respondent has been assessed any penalties or liquidated damages under any existing or past contract with any governmental entity. If so, the Respondent must indicate the public jurisdiction, the reason for the penalty or liquidated damages and the penalty or liquidated damage amount of each incident.

#### 4.8.8. Subcontractor Information

Historically Underutilized Business (HUB) Subcontracting Plan

TDI has determined that subcontracting is probable with this RFO. If the Respondent determines that subcontractors are required to fulfill the services of this RFO, the Respondent must attach a completed Historically Underutilized Business (HUB) Subcontracting Plan (HSP), which is available at:
http://www.window.state.tx.us/procurement/prog/hub/hub-forms/

The HSP must be submitted with the RFO response to be considered responsive. For additional information, see Section 1.24 of the RFO.

If subcontractors are used, the Respondent must provide the following information:

a. The Respondent must provide statements from subcontractors, signed by an individual authorized to legally obligate the subcontractor, attesting to the fact that it will provide the services as represented in the response.
b. Each subcontractor is required to submit ownership information as specified in Section 4.8.1. Respondent must disclose at TDI's request any information regarding subcontractors that might be cause for disqualification of the subcontractor under the requirements of the state and/or federal laws or rules.

### 4.9. Exceptions to RFO Terms and Conditions

Respondent must list all exceptions, reservations and limitations to the terms and conditions of the RFO, including TDI's Terms and Conditions set forth in Part III of this RFO. Respondents may not raise additional issues during contract discussions or negotiations, and TDI may take all stated exceptions, reservations, or limitations to the RFO's terms and conditions into account during proposal evaluation. Any exception to this RFO may result in the disqualification of the proposal.

### 4.10. Additional Information

Respondent must indicate what assistance or resources, if any, the Respondent will require from TDI in order to provide the services described in this RFO. Respondent may include any information that the Respondent considers relevant but not solicited in this RFO. Respondent must briefly state why it believes its proposed services best meet the objectives of TDI, and must describe any additional aspects or advantages of its services in any relevant area not covered elsewhere in its offer/response.

### 4.11. Respondent's Understanding of RFO

By submitting a signed proposal, Respondent agrees that it fully understands this RFO and will abide by the terms and conditions contained in it. To be considered, proposals must be received in the issuing

office by 10 a.m., Central Time, Austin, Texas on November 8, 2010. It is the sole responsibility of Respondents to verify timely receipt of the Proposal.

If Respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in this RFO, Respondent must immediately notify, in writing, the TDI contact person specified in Section 1.8.2 of this RFO. If a Respondent fails to notify the TDI contact person of any error, ambiguity, conflict, discrepancy, exclusionary specification or omission, the Respondent submits a Response at its own risk; and, if awarded a contract, the Selected Respondent is not entitled to additional compensation, relief or time by reason of the error or its later correction.

### 4.12. Mandatory Pricing Form

Respondents must complete and attach the Mandatory Pricing Form, which is included as Exhibit 2 to this RFO. Each Response should provide pricing that is all inclusive of all costs associated with providing the goods and/or services necessary to establish and maintain a motor vehicle financial responsibility program as outlined in this RFO.

TDI and the other implementing agencies will not pay for any costs or expenses incurred by Respondent in submitting a response to this RFO. The State will not pay any amounts incurred by Selected Respondent prior to or for periods prior to the effective date of the awarded contract, if any, resulting from this RFO. Selected Respondent must not commence any billable work prior to the execution of a contract. Work performed before final execution of a contract must be at Selected Respondent's risk and will not be reimbursed. NOTE: The State will not pay or reimburse Selected Respondent for any costs related to travel or living expenses in association with any awarded contract.

Any awarded contract that may result from this RFO will specify that the Selected Respondent is solely responsible for fulfillment of the contract with TDI and the other implementing agencies. Upon TDI's certification that services by the Selected Respondent have been performed in accordance with the terms of any resulting contract, then any contract payments to the Selected Respondent will be made by TxDMV from the State funds dedicated to this project.

Exhibit 2 of this RFO contains a copy of the required Mandatory Pricing Form. Respondents must use an electronic MS Excel version of Exhibit 2 (available as an MS Excel download with the RFO materials) to respond with pricing information.

# APPENDIX

# Appendix A
# Overview of the Texas Department of Insurance

The regulation of personal and commercial automobile insurance falls under the legislative authority of the Texas Department of Insurance (TDI). This authority also includes the licensing of insurance companies and agents to sell policies under these coverages.

## Regulatory Environment

In addition to standard personal and commercial automobile insurers, Texas has a unique environment in the County Mutual system. County Mutual insurance companies in the State of Texas may offer multiple insurance programs through Managing General Agencies (MGA). An MGA is authorized to accept and process insurance policies through contractual agreements on behalf of one or more County Mutual companies. Likewise, one County Mutual Company may have multiple programs maintained through managing general agents. MGAs typically maintain their own systems and databases. Respondents should note that MGAs are allowed to provide data directly to the Selected Respondent. However, the County Mutual Company will be ultimately responsible for the accuracy and timeliness of data reported by MGAs through their contractual obligations.

Another somewhat unique feature of the Texas automobile insurance market is the monthly policy. The minimum policy term for a personal automobile insurance policy in Texas is mandated at 30 calendar days. Several companies in Texas write short term policies with effective terms less than the typical 6 or 12 months.

## Personal Automobile Insurance

Insurers writing personal automobile insurance policies at the end of 2009:

- 160 non-county mutual companies
- 23 county mutual companies
- 157 Managing General Agencies (MGA's)

At the end of 4th Quarter 2009, there were 15,159,551 vehicles insured with a personal automobile insurance policy. Personal automobile insurance policies may include the following:

- Time-based: policies with various policy periods, such as 30 days, 60 days and 6 months
- Mileage-based: policies with a specific number of miles purchased
- Named Non-owner: used to provide coverage for a named individual and spouse, if residents of the same household, for the operation of non-owned vehicles
- Motorcycle
- Recreational Vehicle

The number of insurance companies writing in Texas is subject to market fluctuations.

## Commercial Automobile Insurance

Insurers writing commercial automobile insurance policies at the end of 2009:

- 279 companies

As commercial vehicles may be reported under a variety of coverages, it is difficult to ascertain the number of commercial vehicles insured at the end of 2009.

# Appendix B - 1
# Overview of the Texas Department of Motor Vehicles, Vehicle and Title Registration Division

The Texas Department of Motor Vehicles (TxDMV) Vehicle Titles and Registration (VTR) Division is responsible for vehicle title and registration in Texas. Title and registration transactions are processed by the 254 County Tax Assessor-Collectors, 16 VTR Regional Offices, and the VTR Austin Headquarters. In addition, the County Tax Assessor-Collectors have authority to designate Limited or Full-Service Deputies, and to allow their constituents to use TexasOnline for vehicle registration and renewal recipient address change. VTR also manages the International Registration Program (IRP) for Texas.

The Registration and Title System (RTS) is a client-server computer system used by VTR to process title and registration transactions. Over 2500 client workstations are located in county tax offices, VTR Regional Offices, and VTR Headquarters. All registration and title transactions at these locations are accomplished using the RTS workstations connected to servers located in Austin. The Texas International Registration Plan system (TxIRP system) is an automated client-server computer system used by VTR to process apportioned registration transactions for commercial carriers. This system is used at VTR Regional Offices, and VTR Headquarters. Commercial carriers can also use a web-based application to renew their apportioned registration.

In Fiscal Year 2009, VTR processed over 21.4 million registration renewals, issued over 5.4 million vehicle titles, and responded to over 72 million online inquiries from law enforcement.

The following briefly describes the various operating locations for title and registration.

## VTR Austin Headquarters

VTR Headquarters oversees all vehicle registration and title operations throughout the state, makes rules to establish uniform policies and procedures, provides customer service support, and manages the state's specialty license plate program. VTR also receives title applications from the County Tax Assessor-Collectors and issues vehicle titles.

VTR Headquarters initiates the mailing of registration renewal notices each month for each vehicle which will soon have an expiring registration. Applicable records are selected up to three months in advance of the expiration, processed through the National Change of Address (NCOA) system, and used to print renewal notices which are mailed approximately 45-60 days prior to the expiration date.

## VTR Regional Offices

Regional Offices do not accept registration renewals or title applications from the public. The Regional Offices collect apportioned registration fees for commercial vehicles under the International Registration Plan (IRP). They also process applications for Certified Copy of Texas title, provide training to the County Tax Assessor-Collector, law enforcement, and motor vehicle dealer community, and assist the public with title and registration issues.

## County Tax Offices

The 254 County Tax Assessor-Collectors collectively operate over 400 county tax offices or branches (also called substations) and are responsible for accepting and processing title applications and registration transactions. All county tax offices are equipped with RTS. Typically, RTS will be used to retrieve the existing record in real-time for any vehicle undergoing registration renewal or transfer of title. However, if there are technical difficulties, counties have the option to process transactions "off-line" to avoid having the customer wait or return.

### Full-Service Deputies

County Tax Assessor-Collectors have the authority by statute to appoint businesses, usually car dealers or title services, as Full-Service Deputies to assist them as required. Only Tax Assessor-Collectors in approximately the 50 largest counties have found it advantageous to do so. The Full-Service Deputies in these counties provide service at over 500 locations where they accept title or registration applications and issue license plates or registration stickers. Some licensed motor vehicle dealers submit title applications to the County Tax Assessor-Collector using a process known as Dealer Title Application (DTA), which places the title application data onto a floppy disk or a flash drive. The disks or flash drive must be physically transported to the county tax office within 20 working days. Although the County Tax Assessor-Collector may provide RTS workstations to their Full-Service Deputies, only about a dozen locations have RTS installed. There are no plans at the present time to bring the remainder of the Full-Service Deputies online or to provide them with direct access to the motor vehicle database.

### Limited-Service Deputies

County Tax Assessor-Collectors may also appoint businesses, usually grocery stores, to operate as their Limited-Service Deputies. Limited-Service Deputies, also referred to as "subcontractors", may only process registration renewals and issue registration stickers. Again, these deputies are used only by some of the larger counties and operate at approximately 600 locations. These locations do not have access to RTS to access information on the vehicle undergoing registration renewal. Limited service deputies can only issue a registration renewal when the vehicle owner presents a registration renewal notice which was mailed to him in advance. The limited service deputy then uses an offline system known as a Remote Sticker Printing System (RSPS) which provides the means of recording the registration renewal and issuing a registration sticker. The data from the RSPS must be exported to a floppy disk or flash drive and physically transported to the county tax office within 7 working days or 300 transactions, whichever comes first, for processing through RTS. There are no plans at the present time to provide Limited-Service Deputies with direct access to the motor vehicle database.

### TexasOnline Website

County Tax Assessor-Collectors may also elect to allow vehicle owners in their counties to renew registrations using the TexasOnline website at http://www.texasonline.com. Over 60 percent of the counties currently use this capability. Registrations renewed in this manner are submitted by TexasOnline daily through RTS to the responsible county tax office. The county tax office is then responsible for reviewing and approving subsequent processing through RTS.

### Evidence of Financial Responsibility

Evidence of financial responsibility is examined whenever a vehicle registration is applied for or renewed at any of the above points of service. Typically, the evidence is physically examined and returned to the vehicle owner, but some exceptions exist. Customers renewing by mail are instructed to mail in a photocopy of their insurance card with their renewal application. Customers using the Internet are required to submit the policy number, name, and phone number of their insurance provider if their vehicle is not matched to an insurance policy by the TexasSure system. Vehicle dealers who hold a General Distinguishing Number (GDN) are exempt by statute from having to present evidence of financial responsibility when applying for a title or registration on behalf of the vehicle buyer.

### Projected Inquiry Rates

Full implementation of the program by TxDMV will result in a peak load of approximately 4.7 million inquiries per month. Peak usage may be expected from 8:00am through 5:00pm, Monday through Friday. Reduced usage may be expected at all other times, including state and federal holidays.

# Appendix B – 2
# TxDMV Motor Vehicle Database Record Layout

TxDMV will provide to the Selected Respondent a copy of the motor vehicle database containing active vehicle records in the state on an as needed basis. This database may include commercial vehicles, as well as salvaged vehicles, vehicles sold out of state, or other classes of vehicles not of immediate interest for the purposes of determining compliance with insurance requirements. The initial database will contain approximately 30 million records, and is approximately 21 Gigabytes in length. It is distributed as encrypted DVD(s).

The database will be updated weekly by TxDMV through the distribution of FTP data files containing copies of all the new and changed records in the motor vehicle database for the past week. The file contains whole records only and does not give any indication of which data element within a particular record may have changed. Also, the weekly data updates do not explicitly indicate which records have been deleted from the motor vehicle database, although this may be partially determined by reviewing the addition of new records for the same vehicle. In many cases, the changes to the record may not be of interest to the Selected Respondent. It will be the responsibility of the Selected Respondent to filter the data file and extract relevant changes. Periodic resynchronization of the databases may be required on an annual basis. A data dictionary is available upon request, which describes the allowed values and proper usage of each data field in more detail. Weekly updates are provided via FTP file transfer. The weekly update file may vary in size, but a typical update file is over 800,000 records, totaling over 22 Megabytes.

The content of the weekly data file is detailed in abbreviated form in the appendix. A detailed description of the data fields and format can be made available upon request.

All motor vehicle data provided by TxDMV is subject to disclosure restrictions and privacy protections in accordance with the Transportation Code 730.004 and the Driver's Privacy Protection Act, 19 USC Chapter 123. Selected Respondent will be required to sign the "Service Contract for Purchase of Texas Motor Vehicle Title and Registration (VTR) Database", included in the sample contract found in Exhibit 5 to this RFO. No fee will be charged the Selected Respondent for this service.

Fields anticipated to be of use to the Selected Respondent are in **bold**; however all fields will be available. Also note that due to duplicative plate numbers, VIN issues, etc, the document number (DOCNO) is the only key that is certain to retrieve the record for a unique vehicle.

| Field Name | Description | Data Type |
|---|---|---|
| ADDLLIENRECRDINDI | Additional Lien Recorded Indicator | Numeric |
| AGNCYLOANDINDI | Agency Loaned Indicator | Numeric |
| BNDEDTTLCD | Bonded Title Code | Alphanumeric |
| CERTFDLIENHLDRINDI-1 | Certified Lienholder Indicator of 1st Lienholder | Numeric |
| CERTFDLIENHLDRINDI-2 | Certified Lienholder Indicator of 2nd Lienholder | Numeric |
| CERTFDLIENHLDRINDI-3 | Certified Lienholder Indicator of 3rd Lienholder | Numeric |
| CCOISSUEDATE | Certified Copy of Original Issue Date | Numeric |
| DIESELINDI | Diesel Indicator | Numeric |
| **DOCNO** | **Document Number** | **Alphanumeric** |
| DocNo Format Exceptions | DocNo Format Exceptions | Numeric |
| DOCTYPECD | Document Type Code | Numeric |
| DOTSTNDRDSINDI | Department of Transportation Standards Indicator | Numeric |
| DPSSAFTYSUSPNINDI | DPS Suspension Indicator | Numeric |
| DPSSTLNINDI | DPS Stolen Indicator | Numeric |
| ETTLCD | E-Title Code | Numeric |
| EXMPTINDI | Exempt Indicator | Numeric |

| | | |
|---|---|---|
| FLOODDMGEINDI | Flood Damage Indicator | Numeric |
| FXDWTINDI | Fixed Weight Indicator | Numeric |
| GOVTOWNDINDI | Government Owned Indicator | Numeric |
| HVYVEHUSETAXINDI | Heavy Vehicle Use Tax Indicator | Numeric |
| INSPECTNWAIVEDINDI | Inspection Waived Indicator | Numeric |
| JNKINDI | Junk Indicator | Numeric |
| LEGALRESTRNTNO | Legal Restraint Number | Alphanumeric |
| LEMONLAWINDI | Lemon Law Indicator | Numeric |
| LIENDATE-1 | Lien Date for First Lienholder | Numeric |
| LIENDATE-2 | Lien Date for Second Lienholder | Numeric |
| LIENDATE-3 | Lien Date for Third Lienholder | Numeric |
| LIENHLDRCITY | Lienholder City | Alphanumeric |
| LIENHLDRCITY-1 | Lienholder City for First Lienholder | Alphanumeric |
| LIENHLDRCITY-2 | Lienholder City for Second Lienholder | Alphanumeric |
| LIENHLDRCITY-3 | Lienholder City for Third Lienholder | Alphanumeric |
| LIENHLDRCNTRY | Lienholder Country | Alphanumeric |
| LIENHLDRCNTRY-1 | Lienholder Country for First Lienholder | Alphanumeric |
| LIENHLDRCNTRY-2 | Lienholder Country for Second Lienholder | Alphanumeric |
| LIENHLDRCNTRY-3 | Lienholder Country for Third Lienholder | Alphanumeric |
| LIENHLDRNAME1 | Lienholder Name1 | Alphanumeric |
| LIENHLDRNAME1-1 | Lienholder Name 1 of First Lienholder | Alphanumeric |
| LIENHLDRNAME1-2 | Lienholder Name 1 of Second Lienholder | Alphanumeric |
| LIENHLDRNAME1-3 | Lienholder Name 1 of Third Lienholder | Alphanumeric |
| LIENHLDRNAME2 | Lienholder Name 2 | Alphanumeric |
| LIENHLDRNAME2-1 | Lienholder Name 2 of First Lienholder | Alphanumeric |
| LIENHLDRNAME2-2 | Lienholder Name 2 of Second Lienholder | Alphanumeric |
| LIENHLDRNAME2-3 | Lienholder Name 2 of Third Lienholder | Alphanumeric |
| LIENHLDRNO | Lienholder Number | Numeric |
| LIENHLDRNO-1 | Lienholder Number of First Lienholder | Numeric |
| LIENHLDRNO-2 | Lienholder Number of Second Lienholder | Numeric |
| LIENHLDRNO-3 | Lienholder Number of Third Lienholder | Numeric |
| LIENHLDRST1 | Lienholder Street 1 | Alphanumeric |
| LIENHLDRST1-1 | Lienholder Street 1 of First Lienholder | Alphanumeric |
| LIENHLDRST1-2 | Lienholder Street 1 of Second Lienholder | Alphanumeric |
| LIENHLDRST1-3 | Lienholder Street 1 of Third Lienholder | Alphanumeric |
| LIENHLDRST2 | Lienholder Street 2 | Alphanumeric |
| LIENHLDRST2-1 | Lienholder Street 2 of First Lienholder | Alphanumeric |
| LIENHLDRST2-2 | Lienholder Street 2 of Second Lienholder | Alphanumeric |
| LIENHLDRST2-3 | Lienholder Street2 of Third Lienholder | Alphanumeric |
| LIENHLDRSTATE | Lienholder State | Alphanumeric |
| LIENHLDRSTATE-1 | Lienholder State of First Lienholder | Alphanumeric |
| LIENHLDRSTATE-2 | Lienholder State of Second Lienholder | Alphanumeric |
| LIENHLDRSTATE-3 | Lienholder State of Third Lienholder | Alphanumeric |
| LIENHLDRZPCD | Lienholder Zip Code | Alphanumeric |
| LIENHLDRZPCD-1 | Lienholder Zip Code of First Lienholder | Alphanumeric |
| LIENHLDRZPCD-2 | Lienholder Zip Code of Second Lienholder | Alphanumeric |
| LIENHLDRZPCD-3 | Lienholder Zip Code of Third Lienholder | Alphanumeric |
| LIENHLDRZPCDP4 | Lienholder Zip Code Plus 4 | Alphanumeric |
| LIENHLDRZPCDP4-1 | Lienholder Zip Code Plus 4 of First Lienholder | Alphanumeric |
| LIENHLDRZPCDP4-2 | Lienholder Zip Code Plus 4 of Second Lienholder) | Alphanumeric |
| LIENHLDRZPCDP4-3 | Lienholder Zip Code Plus 4 of Third Lienholder | Alphanumeric |
| NO-OF-LIENS | Number of Liens | Numeric |

| | | |
|---|---|---|
| OTHRSTATECNTRY | Other State Country | Alphanumeric |
| OWNRCITY | Owner City | Alphanumeric |
| OWNRCNTRY | Owner Country | Alphanumeric |
| OWNRID | Owner Identification | Alphanumeric |
| OWNRSHPEVIDCD | Ownership Evidence Code | Numeric |
| OWNRST | Owner Street | Alphanumeric |
| OWNRSTATE | Owner State | Alphanumeric |
| OWNRTTLNAME | Owner Title Name | Alphanumeric |
| OWNRZPCD | Owner Zip Code | Alphanumeric |
| OWNRZPCDP4 | Owner Zip Code Plus 4 | Alphanumeric |
| PLTSSEIZDINDI | Plates Seized Indicator | Numeric |
| PREVEXPMO | Previous Expiration Month | Numeric |
| PREVEXPYR | Previous Expiration Year | Numeric |
| PREVOWNRCITY | Previous Owner City | Alphanumeric |
| PREVOWNRNAME | Previous Owner Name | Alphanumeric |
| PREVOWNRSTATE | Previous Owner State | Alphanumeric |
| PREVPLTNO | Previous Plate Number | Alphanumeric |
| PRIORCCOISSUEINDI | Prior CCO TX Title Issue Indicator | Numeric |
| PRIVACYOPTCD | Privacy Option Code | Numeric |
| PRMTREQRDINDI | Permit Required Indicator | Numeric |
| RECONDCD | Reconditioned Code | Numeric |
| RECONTINDI | Reconstructed Indicator | Numeric |
| RECPNTNAME | Recipient Name | Alphanumeric |
| REGCLASSCD | Registration Class Code | Numeric |
| REGEFFDATE | Registration Effective Date | Numeric |
| REGEXPMO | Registration Expiration Month | Numeric |
| REGEXPYR | Registration Expiration Year | Numeric |
| REGHOTCKINDI | Registration Hot Check Indicator | Numeric |
| REGINVLDINDI | Registration Invalid Indicator | Numeric |
| REGPLTNO | Registration Plate Number | Alphanumeric |
| REGSTKRNO | Registration Sticker Number | Alphanumeric |
| RENWLMAILNGCITY | Renewal Mailing City | Alphanumeric |
| RENWLMAILNGST | Renewal Mailing Street | Alphanumeric |
| RENWLMAILNGSTATE | Renewal Mailing State | Alphanumeric |
| RENWLMAILNGZPCD | Renewal Mailing Zip Code | Alphanumeric |
| RENWLMAILNGZPCDP4 | Renewal Mailing Zip Code Plus 4 | Alphanumeric |
| RENWLMAILRTRNINDI | Renewal Mail Return Indicator | Numeric |
| REPLICAVEHMK | Replicated Vehicle Make | Alphanumeric |
| REPLICAVEHMODLYR | Replicated Vehicle Model Year | Numeric |
| RESCOMPTCNTYNO | Resident Comptroller County Number | Numeric |
| SALVSTATECNTRY | Salvage State Country | Alphanumeric |
| STKRSEIZDINDI | Sticker Seized Indicator | Numeric |
| SURRTTLDATE | Surrendered Title Date | Numeric |
| SURVSHPRIGHTSINDI | Survivorship Rights Indicator | Numeric |
| TRANSCD | Transaction Code | Alphanumeric |
| TRLRTYPE | Trailer Type | Alphanumeric |
| TTLHOTCKINDI | Title Hot Check Indicator | Numeric |
| TTLISSUEDATE | Title Issue Date | Numeric |
| TTLPROCSCD | Title Process Code | Alphanumeric |
| TTLREVKDINDI | Title Revoked Indicator | Numeric |
| TTLVEHLOCCITY | Title Vehicle Location City | Alphanumeric |
| TTLVEHLOCST | Title Vehicle Location Street | Alphanumeric |

| | | |
|---|---|---|
| TTLVEHLOCSTATE | Title Vehicle Location State | Alphanumeric |
| TTLVEHLOCZPCD | Title Vehicle Location Zip Code | Alphanumeric |
| TTLVEHLOCZPCDP4 | Title Vehicle Location Zip Code Plus 4 | Alphanumeric |
| VEHBDYTYPE | Vehicle Body Type | Alphanumeric |
| VEHBDYVIN | Vehicle Body Vehicle Identification Number | Alphanumeric |
| VEHCLASSCD | Vehicle Class Code | Alphanumeric |
| VEHEMPTYWT | Vehicle Empty Weight | Numeric |
| VEHGROSSWT | Vehicle Gross Weight | Numeric |
| VEHLNGTH | Vehicle Length | Numeric |
| VEHMK | Vehicle Make | Alphanumeric |
| VEHMODL | Vehicle Model | Alphanumeric |
| VEHMODLYR | Vehicle Model Year | Numeric |
| VEHODMTRBRND | Vehicle Odometer Brand | Alphanumeric |
| VEHODMTRREADNG | Vehicle Odometer Reading | Alphanumeric |
| VEHSALESPRICE | Vehicle Sales Price | Numeric |
| VEHSOLDDATE | Vehicle Sold Date | Numeric |
| VEHTON | Vehicle Tonnage | Numeric |
| VIN | Vehicle Identification Number | Alphanumeric |
| VINERRINDI | Vehicle Identification Number Error Indicator | Numeric |

# Appendix C - 1
# Overview of the Texas Department of Public Safety

## Highway Patrol Division

The Highway Patrol Division is responsible for general police traffic supervision and traffic enforcement on the rural highways of Texas. The Highway Patrol has law enforcement responsibilities for 213,615 miles of rural roads and highways – an average of 125 miles of highway per trooper. The service strives to project a high level of visibility.

Evidence of financial responsibility is requested and examined through traffic stops and accident cases. DPS, along with state, federal and local law enforcement and criminal justice agencies, use the Texas Law Enforcement Telecommunications System (TLETS) system for record checks and verification of various types of information. TLETS is used for the verification of insurance as well.

TLETS is a message brokering application available 24x7x365 that provides service to over 1,200 law enforcement offices and supports over 120,000 operators for approximately 10,700 directly defined terminals and 23,400 devices behind city, county, state, and federal law enforcement systems. Generally, peak usage for TLETS is weekdays between 9:00 AM and 5:00 PM. TLETS provides access to a variety of local, state, and federal database systems including driver history, person and property files, vehicle and boat registration, criminal history information, as well as the TexasSure system. In addition to intrastate service, TLETS' link with the Nlets, the International Justice and Public Safety Network, provides interstate exchange between Texas agencies and agencies and database services as well as information from other states.

In 2009, TLETS processed just over 1.4 billion transactions; a large percentage of TLETS transactions are associated with an individual traffic stop. Typically, when a law enforcement officer initiates a traffic stop, prior to approaching the vehicle, a query of the vehicle license plate is submitted to obtain vehicle registration, insurance coverage, and stolen vehicle or person information through TLETS. Once vehicle information is obtained, contact is made with the driver where driver license and liability insurance information is requested. If the driver produces a driver license, a query is typically submitted through TLETS by driver license number for driver, insurance, and person information. If the driver cannot produce a driver license then a query is submitted by name and date of birth. The officer has the option to request insurance information by license plate number, vehicle identification number (VIN), name and date of birth, as well as driver license number. Approximately 100,000 inquiries per day are submitted through the TexasSure system and the numbers of transactions has grown approximately 4% per month over the last 6 months.

## Vehicle Inspection Program

The Vehicle Inspection Program requires motorists to have their vehicles inspected annually in an effort to prevent traffic crashes and eliminate other health and safety risks. These inspections are conducted at more than 10, 000 privately owned and operated garages certified by DPS. More than 35,000 inspectors trained and certified by the Department perform approximately 16 million vehicle inspections annually.

## Driver Improvement and Compliance Bureau

The Driver Improvement and Compliance Bureau (DIC) administratively enforces statutes that require motorists using Texas highways to be financially responsible for their actions. The bureau derives its authority from the *Texas Transportation Code* Motor Vehicle Safety Responsibility Act. The bureau collects reinstatement fees paid required as a result of a driver license enforcement action. Additionally, DIC processes all compliance items related to crash suspensions and the filing of insurance certificates (SR-22). DIC is also responsible for the review of applications submitted for Self-Insurance and Financial Responsibility certificates.

Under the Motor Vehicle Safety Responsibility Act, failure to maintain financial responsibility and unsatisfied judgments require enforcement action by the Department.

In addition to the verification of insurance under the Safety Responsibility Act, customers applying for an original Texas driver license are required to show proof of valid insurance or sign a notarized affidavit for non-ownership of a motor vehicle. The Department estimates more than 1,000,000 queries will be performed for driver license related functions from 307 sites yearly.

# Appendix C - 2
# Texas Department of Public Safety
# Driver License Basic File Layout (original file)

Selected Respondent will be required to sign the "Agreement for Purchasing Driver Record Information in Bulk," and the "Purchasers Information Form for Purchasing Driver Record Information in Bulk," included as part of the sample contract found in Exhibit 5. No fee will be charged the Selected Respondent for this service.

*Estimated File Size*: approximately 24 million records
*Platform:* fixed length flat file

Data Source

*1.1. Entire File Header Record*

| Reference Number | Field | Width | Field Validation |
|---|---|---|---|
| 199 | Header / Trailer Record Type | 1 | Set to "H" |
| 56 | Transaction Entry Date | 8 | MMDDYYYY |

1.2. Entire File Detail

| Reference Number | Field | Start | Width | Required / Optional / Display | Field Validation |
|---|---|---|---|---|---|
| 51 | DL/ ID/ UNL Number | 1 | 10 | Required | |
| 2 | Last Name | 11 | 40 | Required | |
| 1 | First Name | 51 | 40 | Optional | |
| 3 | Middle Name | 91 | 40 | Optional | |
| 4 | Suffix | 131 | 5 | Optional | |
| 5 | Date of Birth | 136 | 8 | Required | |
| 9 | Physical Street Address 1 | 144 | 32 | Required | |
| 10 | Physical Street Address 2 | 176 | 32 | Optional | |
| 11 | Physical City | 208 | 33 | Required | |
| 12 | Physical State | 241 | 2 | Required | |
| 13 | Physical Zip Code | 243 | 5 | Required | |
| 14 | Physical Zip Code Extension | 248 | 4 | Optional | |
| 56 | Original Issue Date | 252 | 8 | Required | |
| 234 | Card Type | 260 | 2 | Required | 1 |

1.3. Entire File Trailer Record

| Reference Number | Field | Width | Field Validation |
|---|---|---|---|
| 199 | Header / Trailer Record Type | 1 | Set to "T" |
| 200 | Total Number of Records in File | 10 | |

### 1.4. Audit Trail / Misc Data Fields

| Reference Number | Field | Source | Required / Optional / Display |
|---|---|---|---|
| | Audit Data | | |
| 90 | User ID | System | Required |
| 56 | Date Stamp | System | Required |
| 93 | Time Stamp | System | Required |
| 94 | Audit Transaction Type | System | Required |
| | Misc Data | | |
| 547 | Domestic Violence Flag | System | N/A |
| 234 | Card Type | System | N/A |
| 297 | Administrative Status | System | N/A |
| 188 | Card Status | System | N/A |
| 529 | Delete Flag | System | N/A |

## 2. Dependencies

None

## 3. Business Rules

1. The file name will equal the format, “PFROMAGENCY_TOAGENCY_MMDDYYYY_SEQNO”, where:
    i. “P” equals the type of file (either “P” for production, or “T” for test).
    ii. FROMAGENCY = agency from where the file originates
    iii. TOAGENCY = VENDOR
    iv. MMDDYYYY = date of the file
    v. SEQNO = the file’s sequence number

    The file name will be “PTxDPS_Vendor_MMDDYYYY_SEQNO”.
2. The record will be part of the file only if Card Type = DL (with Original Issue Date NOT= Null) or Card Type = ID (with Original Issue Date NOT= Null) exists for the individual.
3. Unlicensed records having no cards associated with the record will not be included in the file.
4. If the individual’s record has Card Type = DL (with Original Issue Date NOT= Null) and Card Type = ID (with Original Issue Date NOT= Null), there will be two separate records in the file.

## 4. Field Validation Rules

1. If the individual’s Card Type = Driver License (with Original Issue Date NOT= Null), populate the field with “DL”. If the individual’s Card Type = ID (with Original Issue Date NOT= Null), the value will be “ID” itself.

# Appendix C - 3
# Texas Department of Public Safety
# Driver License Weekly Update File Layout (weekly file)

Selected Respondent will be required to sign the "Agreement for Purchasing Driver Record Information in Bulk," and the "Purchasers Information Form for Purchasing Driver Record Information in Bulk," included as part of the sample contract found in Exhibit 5. No fee will be charged the Selected Respondent for this service.

*Estimated File Size*: approximately 65,000 records
*Platform:* fixed length flat file

## 1. Data Source

### 1.1. Weekly Update Header Record

| Reference Number | Field | Start | Width | Required / Optional / Display | Field Validation |
|---|---|---|---|---|---|
| 199 | Header / Trailer Record Type | 1 | 1 | Required | Set to "H" |
| 56 | Transaction Entry Date | 2 | 8 | Required | MMDDYYYY |

### 1.2. Weekly Update Detail

| Reference Number | Field | Start | Width | Required / Optional / Display | Field Validation |
|---|---|---|---|---|---|
| 326 | Transaction Indicator | 1 | 1 | Required | 1 |
| 234 | Card Type | 2 | 2 | Required | 2 |
| 51 | DL/ ID/ UNL Number | 4 | 10 | Required | |
| 2 | Last Name | 14 | 40 | Required | |
| 1 | First Name | 54 | 40 | Optional | |
| 3 | Middle Name | 94 | 40 | Optional | |
| 4 | Suffix | 134 | 5 | Optional | |
| 5 | Date of Birth | 139 | 8 | Required | |
| 9 | Physical Street Address 1 | 147 | 32 | Required | |
| 10 | Physical Street Address 2 | 179 | 32 | Optional | |
| 11 | Physical City | 211 | 33 | Required | |
| 12 | Physical State | 244 | 2 | Required | |
| 13 | Physical Zip Code | 246 | 5 | Required | |
| 14 | Physical Zip Code Extension | 251 | 4 | Optional | |
| 56 | Original Issue Date | 255 | 8 | Required | |

### 1.3. Weekly Update Trailer Record

| Reference Number | Field | Start | Width | Required / Optional / Display | Field Validation |
|---|---|---|---|---|---|
| 199 | Header / Trailer Record Type | | 1 | Required | Set to "T" |
| 200 | Total Number of Records in File | | 10 | Required | |

### 1.4. Miscellaneous Data Fields

| Reference Number | Field | Source | Required / Optional / Display | Field Validation |
|---|---|---|---|---|
| 68 | Transaction Type | System | Required | |
| 234 | Card Type | System | Required | |
| 420 | Purge Status | System | Required | |
| 69 | Transaction Status | System | Required | |
| 188 | Card Status | System | Required | |
| 529 | Delete Flag | System | Required | |
| 56 | Delete Flag Assigned Date | System | Required | |
| 547 | Domestic Violence Flag | System | Required | |

## 3. Dependencies

Precede UCS Delete Record
Precede UCS Perform Issuance Transaction
Precede UCS Submit Combine Records
Precede UCS Update SSN
Precede Update Record Information
Succeed Create DL Authentication File
Succeed UCS Purge Record

## 4. Business Rules

1. The file name will equal the format, "PFROMAGENCY_TOAGENCY_MMDDYYYY_SEQNO", where:
    i. "P" equals the type of file (either "P" for production, or "T" for test).
    ii. FROMAGENCY = agency from where the file originates
    iii. TOAGENCY = agency to where the file is being sent
    iv. MMDDYYYY = date of the file
    v. SEQNO = the file's sequence number

    The file name will be "PTxDPS_*WEEKLYUPDATE*_MMDDYYYY_SEQNO".
2. The record will be part of the file only if Card Type = Driver License or Card Type = ID exists for the individual and the DL or ID card has been originally issued (ie: card has an original issue date NOT= Null). No add/update or delete records can be included in the file if the card associated with it has not been originally issued.

3. The files will be deposited on a designated FTP server.
4. Records with Domestic Violence Flag = “Y” cannot be added to the weekly update file.
5. The system will not include duplicate update records (Transaction Identifier = U) on the same DL/ID/UNL Number. Only one update record for a given DL/ID/UNL Number may be included in the file and it will contain the most recent information associated with the person’s record.
6. The system will not include duplicate delete records (Transaction Identifier = D) on the same DL/ID/UNL Number. Only one delete record for a given DL/ID/UNL Number may be included in the file.

## 4. Field Validation Rules

1. The Transaction Indicator can have values “U” = Update and “D” = Delete.
2. Card Type can be either “ID” Or “DL”.

# Appendix C-4
# Texas Department of Public Safety
# Self Insurance and Financial Responsibility Certifications – Background and File Layout

## Financial Responsibility Certificates

Individuals may establish Financial Responsibility by depositing a specific amount of funds with the comptroller's office. A Financial Responsibility Certificate (FR) is issued in accordance with the Texas Motor Vehicle Responsibility Act, Chapter 601 of the Texas Transportation Code.
As of February 2010 there were 96 Financial Responsibility Certificates in Texas.

## Self Insurance Certificates

Companies with more than 25 vehicles and the financial ability to pay a minimum of 3 judgments can obtain Self Insurance. A Self Insurance Certificate (SI) is issued in accordance with the Texas Motor Vehicle Responsibility Act, Chapter 601 of the Texas Transportation Code.
As of February 2010 there were 52 Self Insurance Certificates in Texas.

For FR and SI, DPS collects and tracks the certificate number, expiration date, certificate holder and address in a Microsoft Excel document. DPS requests VIN and related vehicle information for all certificates issued; however, this data may not be complete.

One file containing both FR and SI certificate data will be submitted by DPS on a weekly basis to the Selected Respondent. An indicator distinguishing FR from SI is not essential for the data and is not be included in the file.

*Estimated File Size:* approximately 90,372 records, each record is 213 characters in length.
*Platform:* Microsoft Excel spreadsheet via FTP

| Field No. | Field | Type | Description | Characters | comment |
|---|---|---|---|---|---|
| 1 | Name | text | Company or Individual Name | 53 | most records will be fewer than 53 |
| 2 | Address | text | street address of record | 40 | most records will be fewer than 40 |
| 3 | City | text | city of address of record | 22 | most records will be fewer than 22 |
| 4 | State | text | state of address of record | 3 | extra space between fields for readability |
| 5 | Zip | text | zip code of address of record | 11 | will accommodate zip code of 9; most are 5 |
| 6 | Vin | text | the Vehicle Identification Number | 20 | most VIN's are 17 characters |
| 7 | Plate | text | the Vehicle License Plate Number | 10 | most plates are 6 |
| 8 | Make | text | the Vehicle Make | 25 | some make data received from cert holders is lengthy |
| 9 | Model | text | the Vehicle Model | 25 | some model data received from cert holders is lengthy |
| 10 | Year | text | the Vehicle Year | 4 | last item; no space needed |
| | | | Total Characters | 213 | |

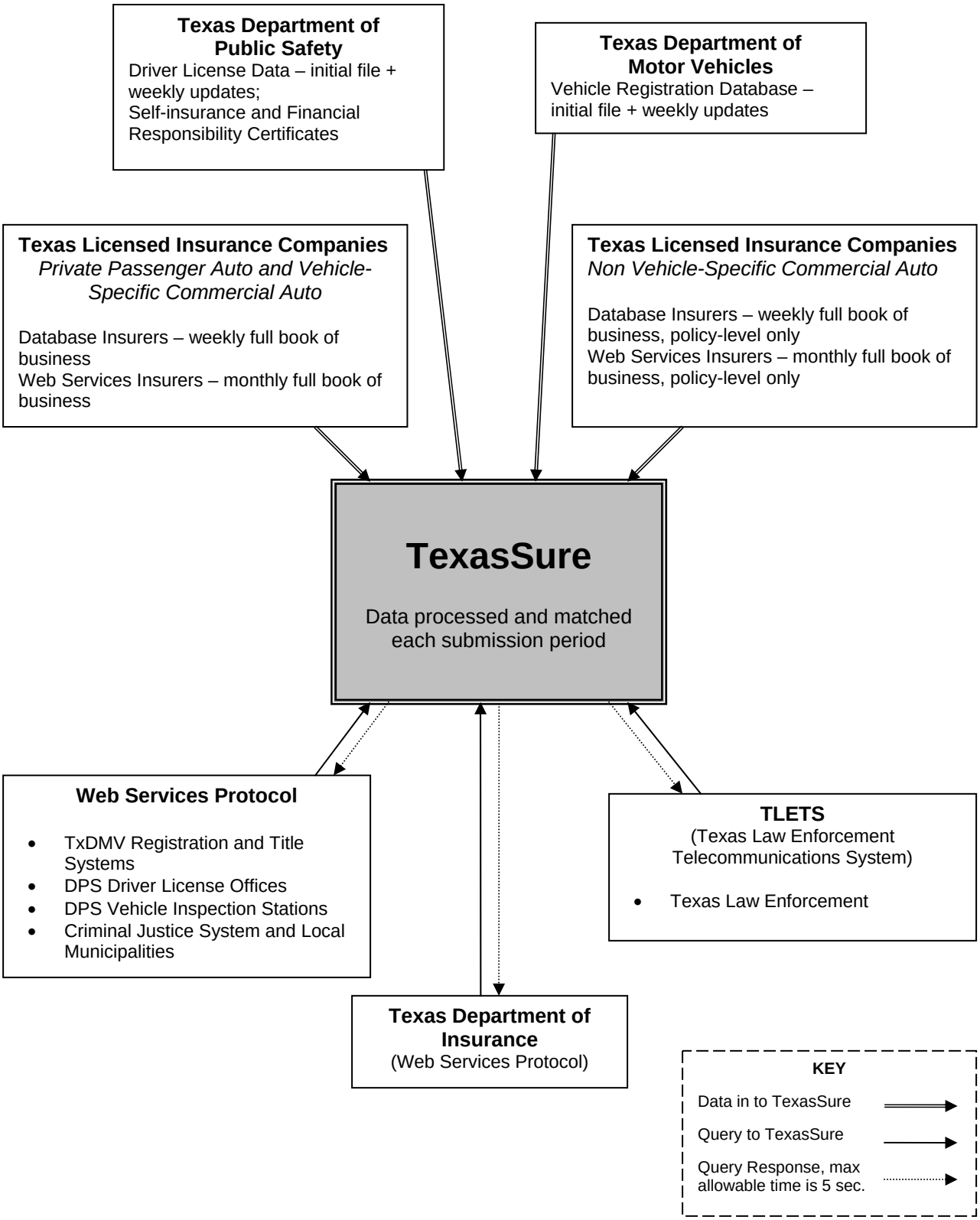
# Appendix D
# Overview of the Texas Department of Information Resources

Through statewide planning, policy/issue research, rules, recommendations, guidelines, and services provided, the Department of Information Resources (DIR) ensures the effective and efficient use of public funds by promoting opportunity and economic prosperity for the state's citizens through the successful application of statewide services and technologies that are beneficial, secure, and accessible and utilize a standard infrastructure.

The main functions of the agency are to:

- Develop and manage a vision of IT-enabled government;
- Negotiate volume purchase agreements for quality products and services;
- Manage the contract for the Texas State Data Centers;
- Manage the TexasOnline contract;
- Provide telecommunications services to agencies and local governments;
- Provide guidelines and assistance regarding the protection of the state's IR assets;
- Assist agencies in providing secure reliable statewide IT operations;
- Establish rules and standards for information technology;
- Identify enterprise-wide electronic government projects;
- Identify education requirements for information resources managers and other IR employees;
- Complete all legislatively mandated studies in a timely manner.

# Appendix E
# TexasSure Program Model



# Appendix F
# TexasSure Background and Usage Information

## Insurance Company Information

| | |
|---|---|
| Insurance Companies Submitting Data: | 250 |

*** This number is subject to change as insurance companies enter and exit the Texas marketplace.*

| | |
|---|---|
| Insurance Records Reported Weekly: | 35,000,000 (approx.) |
| Insured Vehicles Reported Weekly: | 14,000,000 – 15,000,000 (approx.) |

## Vehicle Registration Information

| | |
|---|---|
| Registered Vehicles: | 21,446,721 (FY 2009 year end) |
| Registered Vehicles Included in TexasSure: | 19,000,000 (approx.) |

*Note: TexasSure excludes specific vehicle registration classes based on state law that do not require auto liability insurance.*

## Driver License Information

| | |
|---|---|
| Number of Licensed Drivers: | 16,511,156 (FY 2008 year end) |
| Number of Texas Identification Cards: | 16,511,156 (FY 2008 year end) |

## TexasSure Usage Information – Vehicle Queries Only

Monthly Usage, CY 2009

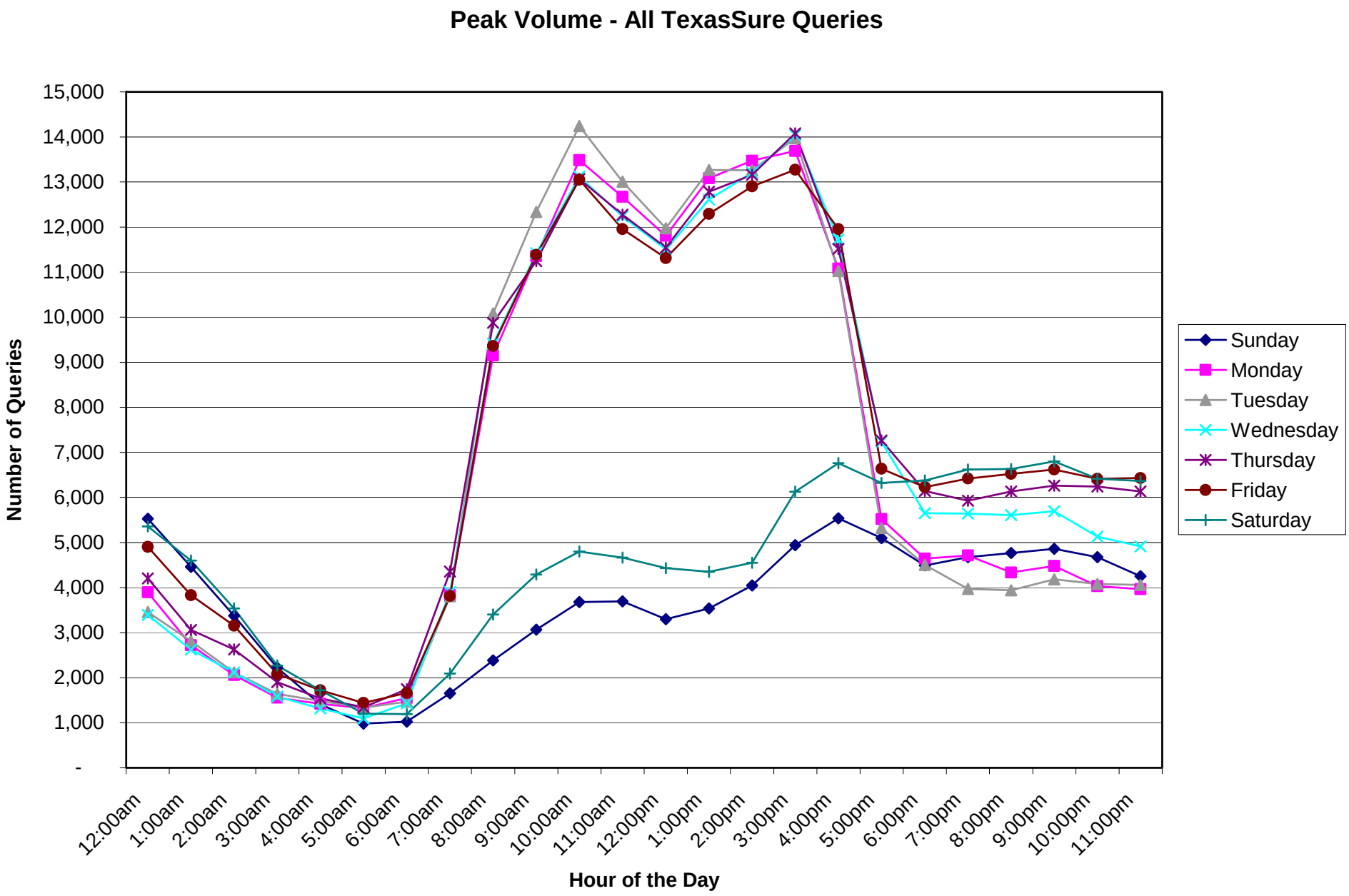
| Month | TxDMV Queries * | TLETS Queries | Total Queries |
|---|---|---|---|
| January | 1,421,602 | 2,009,656 | 3,431,258 |
| February | 1,435,766 | 2,001,328 | 3,437,094 |
| March | 1,665,283 | 2,111,324 | 3,776,607 |
| April | 1,523,531 | 1,989,959 | 3,513,490 |
| May | 1,483,167 | 2,353,830 | 3,836,997 |
| June | 1,566,220 | 2,276,506 | 3,842,726 |
| July | 1,561,494 | 2,591,001 | 4,152,495 |
| August | 1,407,770 | 2,931,120 | 4,338,890 |
| September | 1,389,360 | 2,854,900 | 4,244,260 |
| October | 1,377,781 | 3,037,033 | 4,414,814 |
| November | 1,235,973 | 2,989,510 | 4,225,483 |
| December | 1,381,901 | 3,073,028 | 4,454,929 |

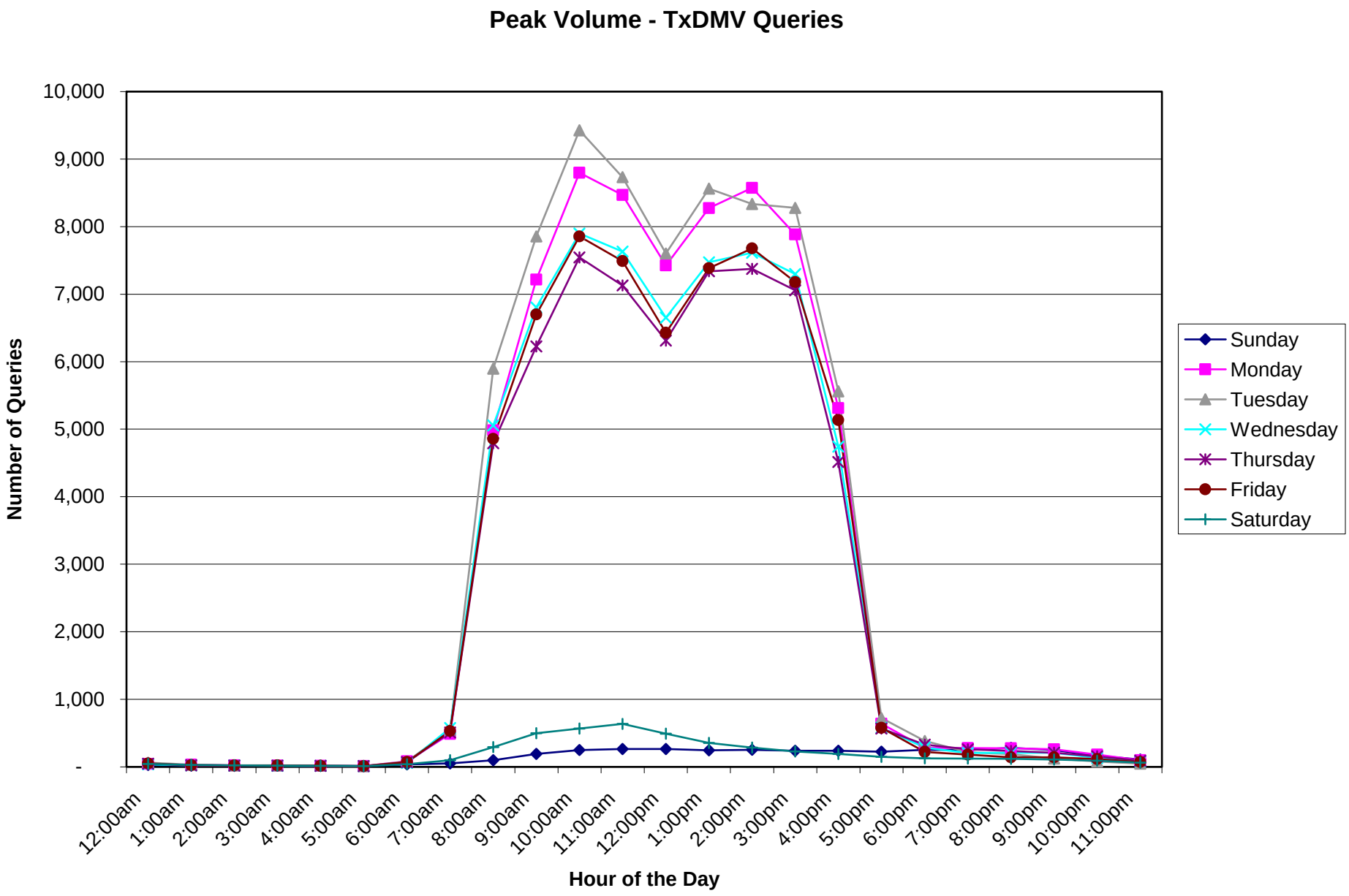
* includes TDI queries, which account for a statistically insignificant number.

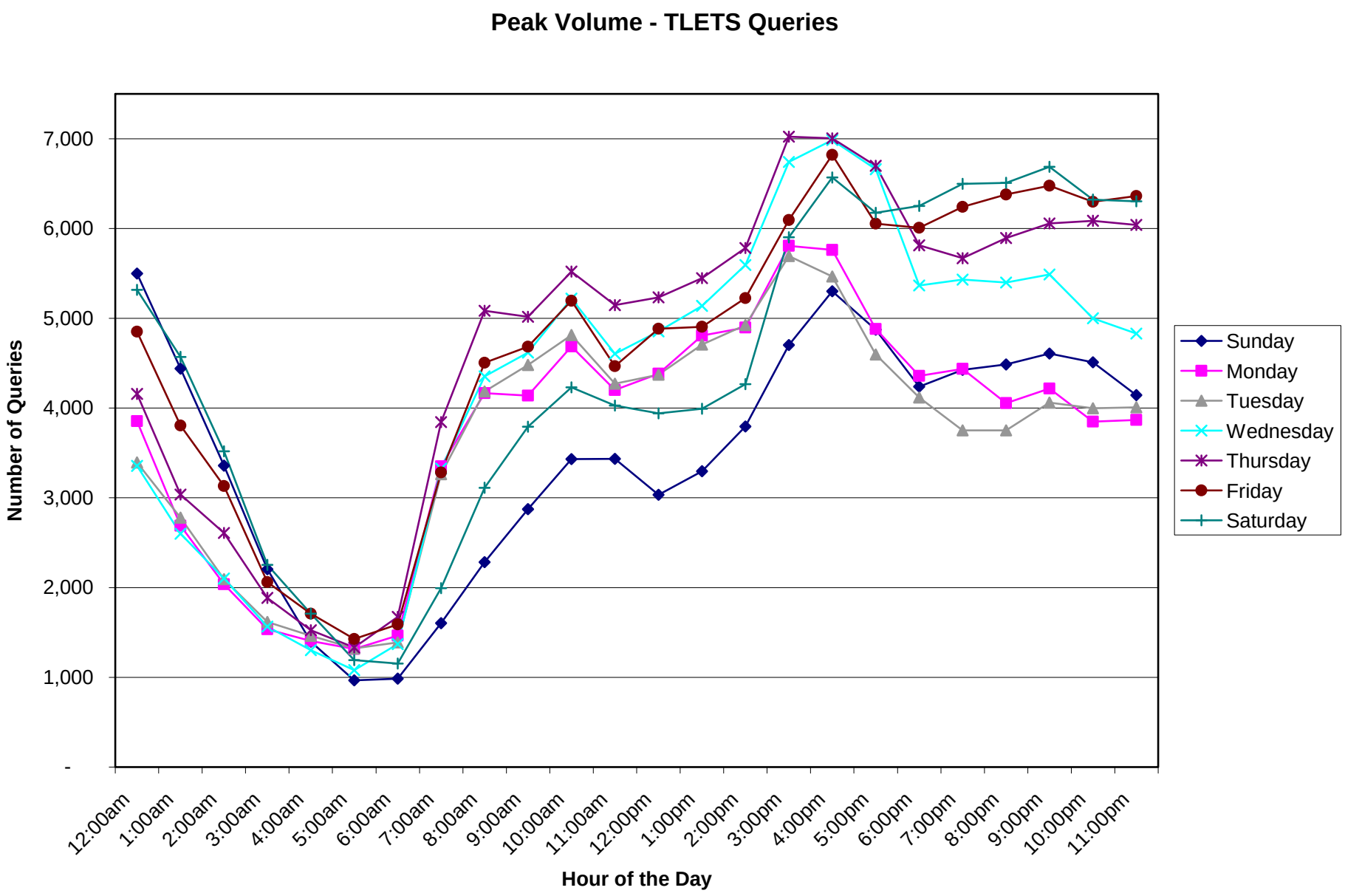
Average Weekly Usage, CY 2009

| Day of the Week | TxDMV * | | TLETS | | All Queries | |
|---|---|---|---|---|---|---|
| | No. of Queries | % of TxDMV Queries | No. of Queries | % of TLETS Queries | No. of Queries | % of All Queries |
| Sunday | 12,745 | 0.92% | 374,946 | 12.20% | 387,691 | 8.70% |
| Monday | 287,223 | 20.78% | 375,473 | 12.22% | 662,696 | 14.88% |
| Tuesday | 326,513 | 23.63% | 457,495 | 14.89% | 784,008 | 17.60% |
| Wednesday | 306,385 | 22.17% | 499,516 | 16.25% | 805,901 | 18.09% |
| Thursday | 250,781 | 18.15% | 523,170 | 17.02% | 773,951 | 17.37% |
| Friday | 183,635 | 13.29% | 403,281 | 13.12% | 586,916 | 13.17% |
| Saturday | 14,619 | 1.06% | 439,147 | 14.29% | 453,766 | 10.19% |

* includes TDI queries, which account for a statistically insignificant number.


Peak Volume - All TexasSure Queries
Number of Queries
15,000
14,000
13,000
12,000
11,000
10,000
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
-
12:00am
1:00am
2:00am
3:00am
4:00am
5:00am
6:00am
7:00am
8:00am
9:00am
10:00am
11:00am
12:00pm
1:00pm
2:00pm
3:00pm
4:00pm
5:00pm
6:00pm
7:00pm
8:00pm
9:00pm
10:00pm
11:00pm
Hour of the Day
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday


Peak Volume - TxDMV Queries
Number of Queries
10,000
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
-
12:00am
1:00am
2:00am
3:00am
4:00am
5:00am
6:00am
7:00am
8:00am
9:00am
10:00am
11:00am
12:00pm
1:00pm
2:00pm
3:00pm
4:00pm
5:00pm
6:00pm
7:00pm
8:00pm
9:00pm
10:00pm
11:00pm
Hour of the Day
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday


Peak Volume - TLETS Queries
Number of Queries
7,000
6,000
5,000
4,000
3,000
2,000
1,000
-
12:00am
1:00am
2:00am
3:00am
4:00am
5:00am
6:00am
7:00am
8:00am
9:00am
10:00am
11:00am
12:00pm
1:00pm
2:00pm
3:00pm
4:00pm
5:00pm
6:00pm
7:00pm
8:00pm
9:00pm
10:00pm
11:00pm
Hour of the Day
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday

# Appendix G-1
# TexasSure Query Response Process – Vehicle Queries

Vehicle Queries: Queries requesting insurance coverage verification on a Texas registered vehicle.

## Vehicle Query Data Fields

The Selected Respondent must verify vehicle insurance coverage based on only one of the following:

a. Texas License Plate Number
b. Vehicle Identification Number (VIN)
c. TxDMV Document Number (DOCNO)

## Vehicle Query Response Process

*NOTE: query logic involving a Web Services insurer is subject to change based on current testing and evaluation of that process. Selected Respondent will be provided with final query response logic. Further, all query logic is subject to change based on continued program experience.*

1. The query data identified a single unique vehicle registration record that has been matched to an insurance policy.
    a. The insurance company is a Database Insurer
        i. The following conditions exist:
            - Policy match occurred within the last 45 days of the date of inquiry (i.e. the insurance company submitted the policy on their weekly data load within the last 45 days), AND
            - Policy expiration date is not older than 21 days of the date of inquiry
                1. Query Response = CONFIRMED
                2. Available data elements are returned to the requestor
        ii. One or more of the following conditions exists:
            - The policy match occurred more than 45 days from the date of inquiry (i.e. the insurance company has not submitted the policy on their weekly data load within the last 45 days), AND/OR
            - The policy expiration date is not within 21 days of the inquiry
                1. Web Services sends a broadcast request to all Web Services insurers to locate the insured vehicle
                a. A Web Services insurer confirms coverage
                i. Query Response = CONFIRMED
                ii. Available data elements are returned to the requestor
                b. No Web Services insurer confirms coverage
                i. Query Response = UNCONFIRMED
                ii. Reason Code = one of the following, as applicable
                - Vehicle coverage expired
                - Vehicle last match not within 45 days
                - Vehicle coverage expired; Vehicle last match not within 45 days
                - Vehicle coverage expiration unknown; Vehicle last match not within 45 days
                iii. available data elements are returned to the requestor
    b. The insurance company is a Web Services Insurer
        i. Web Services requests confirmation of vehicle coverage from insurer
            1. Insurer confirms coverage
                a. Query Response = CONFIRMED
                b. Available data elements are returned to the requestor
            2. Insurer does not confirm coverage
                a. Web Services sends a broadcast request to all Web Services insurers

i. A Web Services insurer confirms coverage
    1. Query Response = CONFIRMED
    2. Available data elements are returned to the requestor
ii. No Web Services insurer confirms coverage
    1. Query Response = UNCONFIRMED
    2. Reason Code = no vehicle coverage found

2. The query data identified a single unique vehicle registration record, but no insurance coverage has been linked to the registration
    a. Web Services sends a broadcast request to all Web Services insurers to locate the insured vehicle
        i. A Web Services insurer confirms coverage
            1. Query Response = CONFIRMED
            2. Available data elements are returned to the requestor
        ii. No Web Services insurer confirms coverage
            1. Query Response = UNCONFIRMED
            2. Reason Code = no vehicle coverage found

3. The query data did not identify a vehicle registration record
    a. Query Response = NOT FOUND

4. The query data identified multiple matching records
    a. Query Response = MULTIPLE

### Vehicle Query Response Data Elements

The following Data Elements must be returned with the vehicle query response, if available. Specific language and format for the data elements will be finalized with the Selected Respondent.

| Data Element | Source |
|---|---|
| Query Field (LP, VIN, DOCNO) | TexasSure System |
| Vehicle Identification Number (VIN) | TxDMV Registration Data |
| License Plate Number | TxDMV Registration Data |
| Document Number (DOCNO) | TxDMV Registration Data |
| Query Response (Confirmed, Unconfirmed, Not Found, Multiple) | TexasSure System |
| Reason Code (Unconfirmed Responses only) | TexasSure System |
| NAIC # | Insurance Company Data |
| Registered Owner Name | TxDMV Registration Data |
| Insurance Company Name | Insurance Company Data |
| Policy Effective Date | Insurance Company Data |
| Policy Expiration Date | Insurance Company Data |
| Policy Type | Insurance Company Data |
| Policy Number | Insurance Company Data |
| Vehicle Make | TxDMV Registration Data |
| Vehicle Model | TxDMV Registration Data |
| Vehicle Year | TxDMV Registration Data |
| Excluded Driver - Name (up to 5) | Insurance Company Data |
| Excluded Driver - Date of Birth (up to 5) | Insurance Company Data |
| Excluded Driver - Driver License Number (up to 5) | Insurance Company Data |
| Odometer Expiration Mileage | Insurance Company Data |
| Match Type: System, Assigned | TexasSure System – Call Center |
| Match Date | TexasSure System – Call Center |
| Assigned Match Expired (Date) | TexasSure System – Call Center |
| Assigned Match Denied by Company (Date) | TexasSure System – Call Center |
| Uninsured Notice Sent, 1st Notice (Date) | TexasSure System – Call Center |
| Uninsured Notice Sent, 2nd Notice (Date) | TexasSure System – Call Center |
| Uninsured Notice Response Type (out of service; travel; military; seasonal use; etc.) | TexasSure System – Call Center |

# Appendix G-2
# TexasSure Query Response Process – Driver Queries

**Driver Queries:** Queries requesting insurance coverage verification on a Texas licensed driver.

## Driver Query Data Fields

The Selected Respondent must verify insurance coverage based on only one of the following:

a. Texas Driver License Number
b. Driver Name and Date of Birth

## Driver Query Response Process

*NOTE: query logic involving a Web Services insurer is subject to change based on current testing and evaluation of that process. Selected Respondent will be provided with final query response logic.*

1. The query data identified a single unique driver record that has been matched to an insurance policy.
    a. The insurance company is a Database Insurer
        i. The following conditions exist:
            - Policy match occurred within the last 45 days of the date of inquiry (i.e. the insurance company submitted the policy on their weekly data load within the last 45 days), AND
            - Policy expiration date is not older than 21 days from the date of inquiry
                1. Query Response = CONFIRMED
                2. Available data elements are returned to the requestor
        ii. One or more of the following conditions exist:
            - The policy match occurred more than 45 days from the date of inquiry (i.e. the insurance company has not submitted the policy on their weekly data load within the last 45 days), AND/OR
            - The policy expiration date is not within 21 days of the date of inquiry
                1. Web Services sends a broadcast request to all Web Services insurers to locate the insured Driver License Number
                    a. A Web Services insurer confirms coverage
                        i. Query Response = CONFIRMED
                        ii. Available data elements are returned to the requestor
                    b. No Web Services insurer confirms coverage
                        i. Query Response = UNCONFIRMED
                        ii. Reason Code = one of the following, as applicable
                            - Insurance coverage expired
                            - Insurance last match not within 45 days
                            - Insurance coverage expired; insurance last match not within 45 days
                            - Insurance coverage expiration unknown; insurance last match not within 45 days
                        iii. Available data elements are returned to the requestor
    b. The insurance company is a Web Services Insurer
        ii. Web Services requests confirmation from insurer
            1. Insurer confirms coverage
                a. Query Response = CONFIRMED
                b. Available data elements are returned to the requestor
            2. Insurer does not confirm coverage
                a. Web Services sends a broadcast request to all Web Services insurers to locate the insured Driver License Number
                    i. A Web Services insurer confirms coverage
                        1. Query Response = CONFIRMED
                        2. Available data elements are returned to the requestor
                    ii. No Web Services insurer confirms coverage
                        1. Query Response = UNCONFIRMED

2. Reason Code = no coverage found

2. The query data identified a single unique driver record, but not insurance coverage has been linked to the record.
   a. Web Services sends a broadcast request to all Web Services insurers to locate the insured Driver License Number
      i. A Web Services insurer confirms coverage
         1. Query Response = CONFIRMED
         2. Available data elements are returned to the requestor
      ii. No Web Services insurer confirms coverage
         1. Query Response = UNCONFIRMED
         2. Reason Code = one of the following, as applicable
            - Insurance coverage expired
            - Insurance last match not within 45 days
            - Insurance coverage expired; insurance last match not within 45 days
            - Insurance coverage expiration unknown; insurance last match not within 45 days
         3. Available data elements are returned to the requestor

3. The query data did not identify a driver record.
   a. Query Response = NOT FOUND

4. The query data identified multiple matching driver records.
   a. Query Response = MULTIPLE

Driver Query Response Data Elements

The following Data Elements must be returned with the driver query response, if available. Specific language and format for the data elements will be finalized with the Selected Respondent.

| Data Element | Source |
|---|---|
| Query Field (DL or Name/DOB) | TexasSure System |
| Query Response (Confirmed, Unconfirmed, Not Found, Multiple) | TexasSure System |
| Reason Code (Unconfirmed Responses only) | TexasSure System |
| NAIC # | Insurance Company Data |
| Licensed Driver Name | DPS Driver License Data |
| Licensed Driver Date of Birth | DPS Driver License Data |
| Insurance Company Name | Insurance Company Data |
| Policy Effective Date | Insurance Company Data |
| Policy Expiration Date | Insurance Company Data |
| Policy Type | Insurance Company Data |
| Policy Number | Insurance Company Data |
| Last Match Date | TexasSure System |

# Appendix H
# Sample Unmatched Notice

# TexasSure Vehicle Insurance Verification

*A joint project authorized by the 79th Texas Legislature (2005)*
**Texas Department of Insurance • Texas Department of Motor Vehicles**
**Texas Department of Public Safety • Texas Department of Information Resources**
**888-XXX-XXXX telephone • www.TexasSure.com**

TexasSure™ VEHICLE INSURANCE VERIFICATION

<Date>

**Reference Number/Número de Referencia <XXXXXXXXXXX>**

**PLEASE TAKE ACTION WITHIN 10 DAYS**

<TrayNum>-<SeqNum>-<DPC>
<Policyholder>
<Address>
<City>, <State> <ZipCode>

PostalBarcode

**Auto Insurance Policy Information**

**Insurance Company/Compañía de Seguros:**
<InsCo>

**Policy No./Número de Póliza:**
<PolicyNo>

**Vehicle Identification No./Número de Identificación del Vehículo:**
<VIN>

| **Make/Marca:** | **Model/Modelo:** | **Year/Año:** |
|---|---|---|
| <Make> | <Model> | <Year> |

Dear <Policyholder>:
We know that you have valid auto insurance as shown in the box above. We need your help because we cannot match your insurance to a vehicle registered in Texas. This is not an attempt to sell you insurance.

TexasSure Vehicle Insurance Verification is operated by the Texas Departments of Insurance, Motor Vehicles, Public Safety and Information Resources. TexasSure matches auto insurance to Texas registered vehicles and is used by law enforcement and county tax offices to automatically verify that your Texas registered vehicle is insured. For your own protection, we need you to contact us so that TexasSure can match your insurance to your vehicle. We are concerned that you could receive a citation if we cannot resolve this situation.

Below are several possible reasons your insurance information could not be matched to a registered vehicle, and the action you need to take. We appreciate your help. The Texas state agencies that operate TexasSure are working to reduce the number of uninsured drivers on Texas roads and highways as a service to you and all insured drivers. To learn more about TexasSure, please visit www.TexasSure.com.

| | |
|---|---|
| **1. Your insurance company has the wrong information.** | Check the insurance policy information at the top of this letter. *Be sure to compare the Vehicle Identification Number (VIN) physically showing on your vehicle, usually located on the driver's side dashboard and driver's side door frame, to the VIN on your insurance policy.*<br>Contact your insurance company as soon as possible to correct any inaccurate information. |
| **2. Your Texas vehicle registration is expired, or the information is not up to date.** | If your vehicle registration has expired, please renew it immediately at your local county tax office. If your address has changed, please update it at www.texasonline.com, or your local county tax office. For more information on vehicle registration, visit www.dmv.tx.gov. |
| **3. Your vehicle is not registered in Texas.** | • Complete the form on the back of this letter and mail it to TexasSure,<br>• Submit this information through www.TexasSureHelp.com, or<br>• Call 1-888-XXX-XXXX.<br>*You will need the Reference Number at the top of this letter.* |
| **4. You recently sold your vehicle.** | Inform your insurance company about the change in ownership AND file the free Vehicle Transfer Notification online or go to a TxDMV Vehicle Titles and Registration Division regional office. You can find both at www.dmv.tx.gov. |
| **5. None of the above.** | A TexasSure representative can help. Please call 1-888-XXX-XXXX.<br>*You will need your license plate number and the Reference Number at the top of this letter.* |

Thank you,
**TexasSure Vehicle Insurance Verification**

Sabemos que usted cuenta con un seguro de automóvil a como se muestra en la casilla de la parte de arriba. Necesitamos de su ayuda, ya que no hemos logrado encontrar un archivo que contenga su seguro y que corresponda a un vehículo que esté registrado en Texas. Esto no es un intento para venderle un seguro.

TexasSure, el sistema de Verificación de Seguro Vehicular, es operado por el Departamento de Seguros de Texas, Vehículos Motorizados, Seguridad Pública y Recursos de Información (Public Safety and Information Resources, por su nombre en inglés). TexasSure iguala los seguros de automóvil con los vehículos que están registrados en Texas y es usado por las agencias de seguridad pública (policía) y oficinas de recaudación de impuestos del condado (county tax offices, por su nombre en inglés) para automáticamente verificar que el vehículo que usted tiene registrado en Texas esté asegurado. Para su propia protección, necesitamos que se comunique con nosotros para que TexasSure pueda encontrar el archivo con su información de seguro que corresponde a su vehículo. Nos preocupa que pueda ser multado si no se resuelve esta situación.

En la parte de abajo usted encontrará varias posibles razones por las cuales no podemos encontrar un archivo con la información de seguro que corresponda a su vehículo, así como también la acción que necesita tomar para corregir la situación. Agradecemos su ayuda. Las agencias estatales que operan TexasSure están trabajando para reducir el número de conductores sin seguro en los caminos y carreteras de Texas como un servicio para usted y todos los conductores que cuentan con un seguro Para más información sobre TexasSure, por favor visite www.TexasSure.com.

| | |
|---|---|
| **1. Su compañía de seguros cuenta con información equivocada.** | Verifique la información de su póliza de seguro que se encuentra en la parte de arriba de esta carta. *Asegúrese de comparar el Número de Identificación Vehicular (VIN, por sus siglas en inglés) que se muestra en su póliza de seguro con el VIN que está visible en su vehículo. Normalmente éste número se localiza en el lado del conductor, en el tablero del vehículo, y en el marco de la puerta del conductor, y asegúrese también de compararlo con el VIN que aparece en su póliza de seguro.*<br>Comuníquese con su compañía de seguros lo más pronto posible para corregir cualquier información que esté incorrecta. |
| **2. Su registro vehicular de Texas se ha vencido, o la información no ha sido actualizada.** | Si su registro vehicular se ha vencido, favor de renovarlo inmediatamente en su oficina local de impuestos del condado (county tax office). Si su dirección ha cambiado, por favor actualice su información en www.texasonline.com, o en su oficina local de impuestos del condado. Para más información sobre su registro vehicular, visite www.dmv.tx.gov. |
| **3. Su vehículo no está registrado en Texas.** | • Llene la forma que se encuentra en la parte de abajo de esta carta y envíela por correo postal a TexasSure,<br>• Presente esta información mediante el sitio Web www.TexasSureHelp.com, o<br>• Llame al 1-888-XXX-XXXX.<br>*Usted necesitará el Número de Referencia que se encuentra en la parte superior de esta carta.* |
| **4. Su vehículo fue vendido recientemente.** | Informe a su compañía de seguros del cambio de dueño Y someta la forma gratuita *Notificación de Transferencia Vehicular* (Vehicle Transfer Notification, por su nombre en inglés) en línea o visite la oficina regional de la División de Registros y Títulos de Vehículos de TxDMV (TxDMV Vehicle Titles and Registration Division, por su nombre en inglés). Esta información la puede encontrar en www.dmv.tx.gov. |
| **5. Ninguna de las opciones anteriores.** | Un representante de TexasSure le puede ayudar a resolver esta situación. Por favor llame al 1-888-XXX-XXXX.<br>*Usted necesitará el número de su placa vehicular y el Número de Referencia que se ve en la parte superior de esta carta.* |

Gracias,
**Verificación de Seguros Vehiculares de TexasSure**

---

Please complete the following and mail this original letter to / *Por favor complete la siguiente información y envíe la carta original por correo postal a*:

**TexasSure Vehicle Insurance Verification**
**Address 1**
**City, TX XXXXX**

☐ My insurance company had wrong information, which has been corrected.
*Mi compañía de seguros tenía la información equivocada, la cual ha sido corregida.*

☐ My vehicle registration and information is not current and will be/has been corrected.
*Mi registro vehicular e información no están actualizados y serán/han sido corregidos.*

☐ This vehicle is registered in another State. / *Este vehículo está registrado en otro estado.*

☐ I sold this vehicle. I notified my insurance company AND filed the Vehicle Transfer Notification.
*Yo vendí este vehículo. Yo he notificado a mi compañía de seguros Y he presentado la Notificación de Transferencia Vehicular.*

Signature/*Firma*: _____ Date/*Fecha*: _____ Telephone/*Teléfono*: _____
E-mail: _____ License Plate/*Número de Placas*: _____

**WARNING: Transportation Code §501.155 provides that falsifying information on any required statement or application is a third-degree felony.**
***ADVERTENCIA: El Código de Transporte §501.155 establece que falsificar información en cualquiera de las declaraciones requeridas o en la solicitud es un delito grave (felonía) del tercer grado.***

# Appendix I
# Sample Uninsured Notice

# TexasSure Vehicle Insurance Verification

*A joint project authorized by the 79th Texas Legislature (2005)*
**Texas Department of Insurance • Texas Department of Motor Vehicles**
**Texas Department of Public Safety • Texas Department of Information Resources**
888-XXX-XXXX telephone • www.TexasSure.com

TexasSure™ VEHICLE INSURANCE VERIFICATION

<Date>
**<XXXXXXXXXXX>**

**Reference Number / *Número de Referencia***

**PLEASE TAKE ACTION WITHIN 10 DAYS**

<TrayNum>-<SeqNum>-<DPC>
<Vehicle Owner>
<Address>
<City>, <State> <ZipCode>

PostalBarcode

**Vehicle Registration Information**
**Vehicle Identification No./*Número de Identificación del Vehículo*:**
<VIN>
**License Plate No. / *Número de placa vehicular*:**
<LP>
**Make / *Marca*:** <Make> **Model/ *Modelo*:** <Model> **Year/ *Año*:** <Year>

Dear <Vehicle Owner>:

The State of Texas is working to reduce the number of uninsured motorists on Texas highways. TexasSure Vehicle Insurance Verification is operated by the Texas Departments of Insurance, Motor Vehicles, Public Safety and Information Resources. TexasSure matches auto insurance to Texas registered vehicles and is used by law enforcement and county tax offices to automatically verify that a Texas registered vehicle is insured.

You are receiving this letter because TexasSure is unable to match the vehicle listed above to an insurance policy, showing you as potentially uninsured. If this vehicle is being driven and does not have liability insurance as required by law, you need to correct this situation immediately. You can explore many auto insurance options available at www.HelpInsure.com.

*Driving without insurance?* First time offenders are subject to a fine of up to $350, plus court costs, and may be assessed additional fees as authorized by Transportation Code Chapter 708. Repeat offenders are also subject to a two-year driver license suspension.

If any of the following situations apply to you, please contact TexasSure to update our records. To learn more about TexasSure, visit www.TexasSure.com. *You will need the reference number at the top of this letter.*

| | |
|---|---|
| **1. Your vehicle is out of service, for example: due to active military service.** | Contact TexasSure to update our records. |
| **2. You recently sold this vehicle.** | Contact TexasSure to update our records AND file the free Vehicle Transfer Notification online or at a TxDMV Vehicle Titles and Registration Division regional office. You can find both at www.dmv.tx.gov. |
| **3. Your vehicle is insured on a commercial auto insurance policy.** | Your company is not required to report to TexasSure. For your benefit, contact TexasSure to update our records. TexasSure will verify the information with your company. |
| **4. Your vehicle is self-insured.** | Contact TexasSure to update our records. TexasSure will verify the information with TxDPS. |
| **5. Your vehicle is insured on a private passenger/personal auto insurance policy.** | Contact TexasSure to update our records with information as shown on your proof of insurance card. TexasSure will verify the information with your company. |
| **6. There is another reason that your vehicle does not require liability insurance.** | Contact TexasSure to update our records. |

**How to Contact TexasSure** (*you will need the reference number at the top of this letter)***:**

- Call 1-888-XXX-XXXX,
- Submit your response through www.TexasSureHelp.com, or
- Complete the form on the back of this letter and mail it to TexasSure.

Thank you,
**TexasSure Vehicle Insurance Verification**

El estado de Texas está trabajando para reducir el número de conductores sin seguro en las carreteras de Texas. TexasSure, el sistema de Verificación de Seguro Vehicular, es operado por el Departamento de Seguros de Texas, Vehículos Motorizados, Seguridad Pública y Recursos de Información (Public Safety and Information Resources, por su nombre en inglés). TexasSure iguala los seguros de automóvil con los vehículos que están registrados en Texas y es usado por las agencias de seguridad pública (policía) y por las oficinas de recaudación de impuestos del condado (county tax offices, por su nombre en inglés) para automáticamente verificar que el vehículo que usted tiene registrado en Texas esté asegurado.

Usted ha recibido esta carta porque el sistema de TexasSure no pudo comparar el vehículo que se muestra en la parte superior de esta carta con una póliza de seguro; por tal razón, se ha identificado que el vehículo posiblemente no tiene un seguro de automóvil. Si el vehículo está siendo manejado y éste no cuenta con una cobertura de seguro de responsabilidad civil como lo requiere la ley, usted necesita corregir esta situación de inmediato. Visite www.HelpInsure.com para explorar varias opciones referentes a las coberturas de seguro de automóvil que están disponibles.

¿Está manejando sin tener un seguro? Las personas que cometen este tipo de infracción están sujetos a pagar una multa de hasta $350, más cientos de dólares adicionales en costos de la corte y es posible que se cobren honorarios adicionales, según lo autorizado por el Capítulo 708 del Código de Transporte. Los infractores reincidentes también están sujetos a la suspensión de su licencia de conducir por un periodo de dos años.

Si cualquiera de los siguientes casos aplica a su situación, por favor comuníquese a TexasSure para actualizar sus datos. Para obtener más información sobre TexasSure, visite www.TexasSure.com. *Usted necesitará el Número de Referencia que se muestra en la parte de enfrente de esta carta.*

| | |
|---|---|
| **1. Su vehículo no está siendo usado en estos momentos, por ejemplo: a causa de servicio militar activo.** | Comuníquese con TexasSure para actualizar sus datos. |
| **2. Su vehículo fue vendido recientemente.** | Comuníquese con TexasSure para actualizar sus datos Y presente en Internet la forma gratuita, *Notificación de Transferencia Vehicular* (Vehicle Transfer Notification, por su nombre en inglés) o visite la oficina regional de la División de Registros y Títulos de Vehículos de TxDMV (TxDMV Vehicle Titles and Registration Division, por su nombre en inglés). Esta información se puede obtener en www.dmv.tx.gov. |
| **3. Su vehículo está asegurado bajo una póliza de seguro comercial de automóviles.** | No es requerido que su compañía se reporte con TexasSure. Para su propio beneficio, por favor comuníquese con TexasSure para actualizar sus datos. TexasSure verificará la información con su compañía. |
| **4. Su vehículo está auto-asegurado.** | Comuníquese con TexasSure para actualizar sus datos. TexasSure verificará la información con TxDPS. |
| **5. Su vehículo está asegurado bajo una póliza privada de seguro de automóvil para pasajeros/personal.** | Comuníquese con TexasSure para actualizar sus datos usando la información que se muestra en su tarjeta de comprobante de seguro. TexasSure verificará la información con su compañía. |
| **6. Existe otra razón por la cual su vehículo no requiere un seguro de responsabilidad civil.** | Comuníquese con TexasSure para actualizar sus datos. |

**Cómo Comunicarse con TexasSure** (*Usted necesitará el Número de Referencia que se muestra en la parte de enfrente de esta carta)***:**

- Llame al 1-888-XXX-XXXX,
- Presente su respuesta mediante www.TexasSureHelp.com, o
- Llene la forma que se muestra al reverso de esta carta y envíenla por correo postal a TexasSure.

Gracias,
**Verificación de Seguros Vehiculares de TexasSure**

---

Please complete the following and mail this original letter to: / *Por favor complete la siguiente información y envíe esta carta original por correo postal a*:

**TexasSure Vehicle Insurance Verification**
**Address 1**
**City, TX XXXXX**

☐ This vehicle is out of service for the following reason / *Este vehículo está fuera de servicio por la siguiente razón:*
_____

☐ This vehicle was recently sold. I have filed the Vehicle Transfer Notification.
*Este vehículo fue vendido recientemente. Yo he presentado la Notificación de Transferencia Vehicular.*

☐ This vehicle is Self-Insured, and the Certificate Number is: _____
*Este vehículo está auto-asegurado, y éste es el Número del Certificado*: _____

☐ This vehicle is insured on a (*circle one*) personal or commercial auto policy. *Please complete the information below*:
*Este vehículo está asegurado bajo una póliza (marque uno) personal o comercial de seguro de automóvil. Por favor llene la información que se muestra en la parte de abajo.*
Insurance Company Name / *Nombre de la Compañía de Seguros:*_____
Policyholder Name / *Nombre del Asegurado*: _____ Policy Number / *No. de la Póliza*: _____
TexasSure will verify the above information. / *TexasSure verificará esta información*.

Signature / *Firma*:_____ Date / *Fecha*:_____
Telephone / Teléfono:_____ Email:_____

**WARNING: Transportation Code §501.155 provides that falsifying information on any required statement or application is a third-degree felony.**
***ADVERTENCIA: El Código de Transporte §501.155 establece que falsificar información en cualquiera de las declaraciones o solicitudes requeridas es un delito grave (felonía) del tercer grado.***

# EXHIBITS

# Exhibit 1:

# SPECIFICATIONS RESPONSE FORM

Important Note:
Respondents must use an electronic version of Exhibit 1 to respond
(available as an MS Word download with the RFO materials)

# Exhibit 1 – Specification Response Form

This Exhibit of the RFO contains specific functional requirements that the Respondent must meet in order to perform the requested Services. These specifications are outlined in more detail in the RFO. The Respondent shall respond to the requirements contained in this Exhibit according to the instructions provided below. The Respondent's response shall be in the prescribed format. The Respondent's response will form a basis of the evaluation.

Respondents shall provide clear, concise, and reasonable responses. The Respondent shall not postpone a response. "Respondent ABC would be happy to discuss this at a later time" is an example of a postponed response.

## General Instructions

1. The Respondent shall use the electronic version of this Exhibit (available as a download with the RFO materials) to respond to the requirements. The Respondent shall not make any changes to the formatting or text styles in the overall document. It is important that the Respondent not merge any table cells in the document.
2. The Respondent shall save the file as the original file name prefixed with a three-letter Respondent identifier (e.g. "ABC 11-SKM-TxSure VIV _Exhibit 1.doc"), where "ABC" is replaced with a three-letter acronym identifying the Respondent. All files submitted by the Respondent should use the same three-letter identifier.
3. The Respondent shall return the completed file, with the new file name, as part of its overall response to the RFO.

## Response Instructions

The Respondent shall respond to functional requirements contained in this Exhibit in **only one of the following three ways** for each of the individual cells:

1. **Describe How**: For paragraphs or sentences in the "RFO Requirements" columns that are in *"Italics"* and ask the Respondent to describe how it will meet the requirements, the Respondent shall do the following:
    a. Enter a **concise** but complete description of how the Respondent will meet the requirement in the following row. The description must be a maximum of five (5) pages. If additional information is needed to fully explain the Respondent's approach and description, the Respondent may provide an appendix to its response and clearly indicate where the additional information is located in the appendix. The Respondent should avoid referring to appendix information wherever possible for readability and conciseness of the overall RFO response.
    b. See "Examples – Format of Required Responses" below for an example of responding to this type of requirement (Ref. #E2.1 – 25).

2. **Compliance**: Most of the requirements in the Exhibit contain the expected responsibilities of the Respondent associated with the Services. These requirements are intended to elicit the concurrence of the Respondent that it will perform the requirements as written. If the Respondent has read, understood, and agrees to comply with a functional requirement **exactly as written**, the Respondent must:
    a. Enter a "Y" in the "Comply Y/N" column. ("Y" stands for "Yes", and indicates that the Respondent agrees to comply with the requirement as written.)
    b. If the Respondent agrees to fully comply with the Requirement, the Respondent **should not enter any additional information** into the cell in the "Respondent Response" column.
    c. See "Examples – Format of Required Responses" below for an example of responding to this type of requirement (Ref. #E2.1 – 27).

3. Non-Compliance: If the Respondent does not agree to comply with a functional requirement as written, and/or has some modifications to functional requirement language, and/or has an alternative approach to meeting the functional requirement, the following must be done:
    a. Place the letter "N" in the "Comply Y/N" column. ("N" stands for "No", and indicates the Respondent does not agree with the requirement as written.)
    b. Copy and paste the functional requirement from the "RFO Requirements" column into the corresponding cell in the "Respondent Response" column on the right side of the page.
    c. The Respondent must then make its proposed revision to the functional requirement language by striking out word(s) and/or inserting the desired language to the text in the "Respondent Response" column. Make sure that the entire text of the original requirement is contained in the "Respondent Response" column, and strike out the original text or add proposed changes that are clearly visible in order to see the original text along with proposed changes.
    d. AFTER completing the proposed revision, the Respondent must add a concise explanation concerning the reason for the proposed revision within the cell in the "Respondent Response" column. The explanation must be separate and distinct from the marked-up text, and must come after indicating the proposed changes.
    e. The Respondent must not view the possibility of requesting changes as an opportunity to re-write the entire RFO. TDI expects the Respondent to comply with the requirements as written, and changes proposed by the Respondent should only be made for minor clarifications or if a Respondent does not agree to comply with the requirements as written.
    f. See "Examples – Format of Required Responses" below for an example of responding to this type of requirement (Ref. #E2.1 – 28).

Examples – Format of Required Responses

| RFO Sec. | RFO Requirements | Comply (Y/N) | Respondent Response |
|---|---|---|---|
| E2.1 – 25 | *The Respondent must describe its solution to meet the Problem Management requirements in the Exhibit.* | | |
| | *Response:*<br><br>*Respondent ABC will implement a robust Problem Management system and will use a suite of commercial software packages from Vendor 123 to track, manage, and report on problems. Respondent ABC will also ……* | | |
| E2.1 – 26 | The Respondent's responsibilities include: | | |
| E2.1 - 27 | Tracking and managing problems | Y | |
| E2.1 - 28 | Performing proactive and reactive troubleshooting to effectively identify and resolve problems. | N | Performing ~~proactive and~~ reactive troubleshooting to effectively identify and resolve problems. |

A requirement in italics indicates that the Respondent is requested to provide a description of how it will meet the requirement in the following row.

Respondent should enter a "Y" (Yes) or "N" (No) to indicate if it complies with the requirement as written.
Where a cell is shaded under the "Comply (Y/N)" column, no response is required.

If Respondent does not comply with a requirement exactly as written, Respondent must enter an "N" in the "Comply (Y/N)" column and copy the original requirement to the "Respondent Response" column. The Respondent must make proposed changes to text using "revisions" or some other method to clearly indicate changes to original text.

# Specifications Response Form

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.4. | Service 1 – TexasSure Matching and Query Response Program | | |
| | TDI requires continuation of the TexasSure matching and query response system. This overall program consists of several specific elements, which are detailed below with specific requirements and processes. TDI prefers a two (2) database solution, with a vehicle database and a driver license database. The vehicle database would incorporate vehicle matches, web services for vehicle queries, vehicle query response logic, the ongoing verification process, and production of related reports. The driver license database would incorporate driver license matches, web services for driver license queries, driver license query response logic, and production of related reports. TDI will consider approaches comprising of additional databases; however, Respondents shall detail how the data will be synchronized at all times during production. Liquidated Damages may apply if the Selected Respondent fails to keep multiple databases synchronized. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.4.1. | Data | | |
| | Selected Respondent shall receive the following information for use in the operation of TexasSure:<br>1. Registration database consisting of actively registered vehicles (up to six (6) months expired) from TxDMV with weekly updates. Quarterly vehicle registration database files may be available upon request. Weekly files will be transmitted via File Transfer Protocol (FTP). Quarterly files will be transferred via encrypted DVDs. See Appendix B-2 for detailed information.<br>2. Driver License data from DPS in the form of an initial data file and weekly updates. Additional full (initial) files may be available upon request. Files will be transmitted via FTP. See Appendices C-2 and C-3 for detailed information.<br>3. Self-Insurance and Financial Responsibility Certificates from DPS. The complete file will be provided on a weekly basis. Files will be transmitted via FTP. See Appendix C-4 for detailed information.<br>4. Full book of business policy information from licensed personal automobile insurers as detailed in the Reporting Guide and User Manual, Version 1.5. The Selected Respondent shall accept this data in the transmission format and in each reporting format detailed in the Reporting Guide and User Manual, Version 1.5. This manual can be found at: www.tdi.state.tx.us/auto/documents/User GuideV1.5.pdf.<br>5. Full book of business policy information from licensed commercial automobile insurers. The reporting requirements for commercial automobile insurers are currently under development. Respondents can expect that vehicle-specific commercial automobile insurance policies will adhere to the reporting guidelines as defined for personal automobile insurers in the Reporting Guide and User Manual, Version 1.5. The Selected Respondent shall accept this data in the transmission format and in each reporting format detailed in the Reporting Guide and User Manual, Version 1.5. TDI may develop separate reporting guidelines for non vehicle-specific commercial automobile insurance policies (fleet policies). | | |
| | Further, the Selected Respondent shall:<br>1. Be capable of receiving data transmissions via FTP with Pretty Good Privacy (PGP), which provides 28-bit encryption recommended by the FBI.<br>2. Adhere to the reporting guidelines, file specifications, naming conventions, transmission guidelines and other details as outlined in the Reporting Guide and User Manual, Version 1.5. Revisions to this manual may be made by TDI as | | |

| | | | |
|---|---|---|---|
| | deemed necessary for successful program operations.<br>3. Ensure that there is no change to the reporting methodology and requirements currently in place for Texas insurance companies, unless such changes are deemed necessary by TDI. The only acceptable changes will be to the FTP address used by insurers and established encryption keys. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.4.2. | Database Matching - Vehicles | | |
| | 1. Selected Respondent shall create the TexasSure vehicle database by merging the vehicle registration database with: 1) insurance policy information reported by insurance companies; 2) self-insurance reported by DPS; and 3) financial responsibility certificates reported by DPS. | | |
| | 2. Selected Respondent shall accept and utilize in the match process weekly data loads from each insurance company, TxDMV and DPS. | | |
| | 3. Selected Respondent shall test file receipt and analysis with each contributing party to make sure the data is correctly received and processed. | | |
| | 4. Selected Respondent shall regularly review insurer files for compliance with reporting guidelines, communicate issues with insurers as applicable, and provide related reports to TDI. | | |
| | 5. Selected Respondent shall utilize a matching algorithm for the match process. The matching algorithm must be flexible and able to adapt to changes in State data and system changes deemed necessary for the integrity of the program. | | |
| | 6. Selected Respondent shall take appropriate steps to normalize data as necessary. The Selected Respondent shall utilize logic that recognizes the potential relationship between “Robert”, “Robbie”, “Bob”, and “Bobby”; “Road” and “Rd”; “RT”, “RR”, and “Route”, etc. | | |
| | 7. Selected Respondent shall ensure that a match includes both a positive link between registered vehicle and insured vehicle information and a positive link between registered owner and insured driver information (names and/or addresses). | | |
| | 8. Selected Respondent shall identify whether a match is Strong, Medium, or Weak, as defined below. TDI may further define the match level with the Selected Respondent. TDI will determine which level of matches will be acceptable in order for the Selected Respondent to meet the required vehicle match rate.<br>a. Strong Match – signifies an exact match between registered vehicle and insured vehicle information plus an exact match between registered owner and insured driver information (names and/or addresses).<br>b. Medium Match – signifies the use of fuzzy logic/cascading logic to achieve either a match between registered vehicle and insured vehicle information or a match between registered owner and insured driver information (names and/or addresses). The other match element must be an exact match. For | | |

| | | | |
|---|---|---|---|
| | example, if fuzzy logic/cascading logic is used to achieve a match between registered owner and insured driver information, there must be an exact match between registered vehicle and insured vehicle information.<br>c. Weak Match – signifies the use of fuzzy logic/cascading logic to achieve a match between registered vehicle and insured vehicle information and a match between registered owner and insured driver information (names and/or addresses). | | |
| | 9. At times, Selected Respondent may be asked to research specific match issues brought to the attention of TDI. Selected Respondent shall provide a detailed diagnosis of the match issue. TDI, along with the Selected Respondent, will regularly review diagnosed match issues to determine if any revisions or refinements to the match process are necessary to improve system functionality. | | |
| | 10. Following each weekly submission, the Selected Respondent shall provide the following return files to each insurance company reporting data, as currently established in the Reporting Guide and User Manual, Version 1.5. Additional files may be added as deemed necessary for successful program operations.<br>a. Receipt File<br>b. Rejection File<br>c. Acceptance File<br>d. Data Compliance File | | |
| | 11. Selected Respondent shall create and maintain a list of actively reported insurance policy records that cannot be matched to a registered vehicle. The list must identify the first time the policy was reported by the insurance company and not matched to a registered vehicle. The list must be updated following each weekly reporting cycle. This is the Unmatched list. | | |
| | 12. Selected Respondent shall attempt to match the Unmatched list against VINs in the vehicle registration data. For those VINs that do not match, Selected Respondent shall check the Unmatched list VIN information against VIN verification software. If the result is more than one (1) digit off from being a valid VIN, the Selected Respondent shall return the record to the applicable insurance company as part of a VIN Rejection file. The VIN Rejection file must list all invalid VINs reported by an insurance company on the weekly submission. | | |

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| 2.4.2.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall maintain a vehicle match rate of at least ninety-eight percent (98%).<br>3. Selected Respondent shall update the TexasSure database with the most recent data on at least a weekly basis. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.3. | Database Matching – Driver Licenses | | |
| | 1. Selected Respondent shall create the TexasSure Driver License database by merging the DPS driver license database with: 1) insurance policy information reported by insurance companies; 2) self-insurance reported by DPS; and 3) financial responsibility certificates reported by DPS. | | |
| | 2. Selected Respondent shall accept and utilize in the match process weekly data loads from each insurance company and DPS. | | |
| | 3. Selected Respondent shall test file receipt and analysis with each contributing party to make sure the data is correctly received and processed. | | |
| | 4. Selected Respondent shall regularly review insurer files for compliance with reporting guidelines, communicate issues with insurers as applicable, and provide related reports to TDI. | | |
| | 5. Selected Respondent shall utilize a matching algorithm for the match process. The matching algorithm must be flexible and able to adapt to changes in State data and system changes deemed necessary for the integrity of the program. | | |
| | 6. Selected Respondent shall take appropriate steps to normalize data as necessary. The Selected Respondent shall utilize logic that recognizes the potential relationship between “Robert”, “Robbie”, “Bob”, and “Bobby”; “Road” and “Rd”; “RT”, “RR”, and “Route”, etc. | | |
| | 7. Selected Respondent shall ensure that a match includes both a positive link between DPS driver license number and insurance policy driver license number and a positive link between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address. | | |
| | 8. Selected Respondent shall identify whether a match is Strong, Medium, or Weak, as defined below. TDI may further define the match level with the Selected Respondent. TDI will determine which level of matches will be acceptable in order for the Selected Respondent to meet the required driver match rate.<br>a. Strong Match – signifies an exact match between DPS driver license number and insurance policy driver license number plus an exact match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address.<br>b. Medium Match – signifies the use of fuzzy logic/cascading logic to achieve either a match between DPS driver license number and insurance policy driver license number or a match between DPS name and date of birth | | |

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| | and/or address and insurance policy name and date of birth and/or address. The other match element must be an exact match. For example, if fuzzy logic/cascading logic is used to achieve a match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address, there must be an exact match between DPS driver license number and insurance policy driver license number.<br>c. Weak Match – signifies the use of fuzzy logic/cascading logic to achieve a match between DPS driver license number and insurance policy driver license number and a match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address. | | |
| | 9. Selected Respondent may be asked to research specific match issues brought to the attention of TDI. Selected Respondent shall provide a detailed diagnosis of the match issue. TDI, along with the Selected Respondent, will regularly review diagnosed match issues to determine if any revisions or refinements to the match process are necessary to improve system functionality. | | |
| | 10. Following each weekly submission, the Selected Respondent shall provide the following return files to each insurance company reporting data, as currently established in the Reporting Guide and User Manual, Version 1.5. Additional files may be added as deemed necessary for successful program operations. These files must be provided in conjunction with, and not necessarily in addition to, the files detailed in RFO Section 2.4.2., item 10.<br>a. Receipt File<br>b. Rejection File<br>c. Acceptance File<br>d. Data Compliance File | | |
| | 11. Selected Respondent shall review each insurance company's weekly submission to determine if duplicate driver license numbers are being reported for multiple drivers. If Selected Respondent identifies two (2) or more duplicate driver license numbers from any one company linked to different drivers, the Selected Respondent shall return the records to the applicable insurance company as part of a Driver License Rejection file. The Driver License Rejection file must list all invalid driver licenses reported by an insurance company on the weekly submission. | | |

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| 2.4.3.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall maintain a driver match rate of at least ninety-eight percent (98%).<br>3. Selected Respondent shall update the TexasSure Driver License database with the most recent data on at least a weekly basis. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.4.4. | Query Response Process | | |
| 2.4.4.1. | Standard Query Response Process | | |
| | 1. Selected Respondent shall provide a standard insurance verification query response to the following users: Law Enforcement via the Texas Law Enforcement Telecommunication System (TLETS), TxDMV for use by county Tax Assessor-Collectors, and future authorized users such as DPS driver license offices and vehicle inspection stations. | | |
| | 2. Selected Respondent shall verify insurance coverage based on only one of the following:<br>a. Texas License Plate Number<br>b. Vehicle Identification Number (VIN)<br>c. TxDMV Document Number (DOCNO)<br>d. Texas Driver License Number<br>e. Driver Name and Date of Birth | | |
| | 3. No additional information will be collected and/or utilized by the State user in this query process. | | |
| | 4. Selected Respondent shall adhere to security requirements as detailed in RFO Section 2.6. | | |
| | 5. Selected Respondent shall utilize the query response process and logic outlined in Appendix G. All query logic is subject to change based on continued program experience. | | |
| | 6. Selected Respondent shall return all available data elements as outlined in Appendix G. | | |
| | 7. Selected Respondent shall respond to the request within three (3) seconds of receiving the request. The maximum allowable response time is five (5) seconds. No exceptions to this response time will be permitted. | | |
| | 8. Selected Respondent shall provide information to TLETS users through a communications interface with the TLETS system. The TLETS interface requires the following:<br>a. Communications via a standard TCP/IP dual-socket protocol using the NLETS standard.<br>b. The NLETS TCP/IP protocol requires that two (2) distinct halves compose an active interface. One half is the input connection that only receives messages from DPS and sends back acknowledgements or rejections. The other half is | | |

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| | an output connection that only sends responses to DPS and receives acknowledgements. Each half is a standard TCP/IP socket stream connection and operates independently of the other.<br>c. The TLETS socket protocol is an "always connected" protocol and cannot be externally load-balanced.<br>d. Communications must occur asynchronously. Data encryption will not be required as the network will encrypt the data at the hardware level.<br>e. Data exchange is in XML. TLETS will transform responses into the appropriate format for its end users.<br>f. Neither the established transmission format nor the communications protocol will change without prior written agreement between TDI and the Selected Respondent. | | |
| | 9. TxDMV and future authorized users such as DPS driver license offices and vehicle inspection stations will use a single Web Service protocol to retrieve vehicle and driver information and the status of insurance. A WSDL (Web Services Definition Language) shall be developed by the Selected Respondent and provided to the users. The WSDL must comply with industry standard Web Services. The Selected Respondent shall provide the response in XML format via a secure communication method. The XML file must be compliant with XML standards as published by the World Wide Consortium (W3C), and include schema validation. The Selected Respondent will work with TDI to establish an exchange format. Once established, the exchange format may not change without prior written agreement from TDI. TxDMV and future authorized users will be responsible for adapting the response provided and integrating that response into their process. | | |
| | 10. Selected Respondent shall employ load balancing for TxDMV and future authorized users. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.4.2. | Non-Standard Query Responses / TDI | | |
| | Selected Respondent shall make available and maintain TexasSure query access via the web for select TexasSure staff at TDI. Access to this information must be secure and password protected. Access to this information will be determined by TDI. Information required in addition to the Standard Response detailed in RFO Section 2.4.4.1 includes, but is not limited to:<br>1. The last three (3) record changes for the vehicle registration<br>2. The last three (3) record changes for the insurance policy on record<br>3. The match level (Strong, Medium, Weak) | | |
| | In addition to the query fields identified in RFO Section 2.4.4.1 item 2, the Non-Standard Response must have the ability to query by insurance company name and insurance policy number. Information required in this query response includes, but is not limited to:<br>1. The insurance policy information submitted by that insurer for that policy<br>2. The most recent date that insurance policy record was reported to TexasSure<br>3. The vehicle registration record information that the insurance policy record was matched to<br>The match level (Strong, Medium, Weak) | | |
| | Selected Respondent shall adhere to security requirements as detailed in RFO Section 2.8. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.4.3. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall respond to a query within three (3) seconds of receiving the request. Maximum allowable response time is five (5) seconds.<br>3. The query response process must be available twenty-four (24) hours a day, seven (7) days a week.<br>4. Selected Respondent shall ensure that all TexasSure servers are synchronized and have the same data available to all system users at any given time. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.5. | Ongoing Verification Process | | |
| | 1. On a weekly basis, the Selected Respondent shall produce a list of current vehicle registration records never matched to an insurance policy record or not matched to an insurance policy record for more than forty-five (45) calendar days. The time period is subject to change with thirty (30) calendar days notice from TDI. These are Uninsured customers. | | |
| | 2. The Uninsured list must be sorted by the Last Match Date, with the most recent Last Match Date at the top. | | |
| | 3. The Uninsured list must incorporate responses from customers in receipt of an Uninsured Notice as detailed in RFO Section 2.6. | | |
| 2.4.5.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.4.6. | Report Production | | |
| | Selected Respondent shall provide to TDI program-related reports and logs via a secure and password protected web site. Reports will be used to monitor program use, program activity, program effectiveness, insurer compliance, driver compliance, and Selected Respondent's activities and operations. The reports and logs must be available for download in Microsoft Excel or .csv file. Full audit capability is required for each report. The detailed list of reports and logs and specific requirement for each report or log will be finalized with the Selected Respondent. The reports will include, but are not limited to:<br>1. Insurer Reporting Status<br>2. Insurer Reporting Compliance<br>3. Log Files of the Various Update and Reporting Processes<br>4. Expired Policy Report<br>5. Query Statistics, including quantity, response type, response time, source<br>6. Unmatched Registrations by ZIP<br>7. Driver License Statistics<br>8. Vehicle Registration Statistics<br>9. Program Summary Report<br>10. TLETS Transactions per Law Enforcement Agency | | |
| 2.4.6.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>3. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.<br>4. Selected Respondent shall develop ad hoc reports as requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.7. | Testing and Deliverable Criteria | | |
| 2.4.7.1. | Testing | | |
| | Test planning and execution shall include the following processes, subject to TDI review and approval:<br>1. Selected Respondent shall establish a detailed system test plan;<br>2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;<br>3. Selected Respondent shall develop test scripts;<br>4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;<br>5. Selected Respondent shall work with TDI to execute a parallel test of the program;<br>6. Selected Respondent shall perform load testing;<br>7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and<br>8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.<br><br>TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies. | | |
| 2.4.7.2. | Deliverable Acceptance Criteria | | |
| | 1. TDI must have a minimum of ten (10) business days to review final deliverables;<br>2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;<br>3. Acceptance will be achieved under any one of the following conditions:<br>a. TDI provides written acceptance of the deliverable during the review period; | | |

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| | b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or<br>c. The deliverable review period expires with no changes requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.8. | Documentation Deliverables | | |
| | Selected Respondent shall produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. These documents must be living documents that will be updated with approval as the project proceeds. Selected Respondent shall adhere to the finalized documents during the operation of TexasSure.<br>1. Project Management Plan<br>2. Project Work Plan<br>3. Change Management Plan<br>4. Quality Management Plan, including procedures for regular Quality Assurance Reports<br>5. Methodology<br>6. Detailed Requirements Documentation<br>7. Training Plan<br>8. Operating Procedures | | |
| 2.4.8.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements established in the above documentation.<br>2. Selected Respondent shall submit Quality Assurance reports on at least a quarterly basis. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.5. | Service 2 – Web Services | | |
| | TDI is currently testing an alternate Web Services reporting element for TexasSure. The Selected Respondent shall continue this process and be prepared to fully integrate Web Services with the overall TexasSure program upon notification by TDI. The Selected Respondent should be aware that the Web Services element may already be implemented at the time a contract is awarded, if any, as a result of this RFO. In the event that Web Services is not implemented at the time of contract award, Selected Respondent shall not develop this service until TDI has obtained commitment from five (5) insurance companies to utilize the Web Services System, or until TDI otherwise notifies Selected Respondent to proceed. Once notified by TDI to begin development of Web Services, Selected Respondent will have ninety (90) calendar days, or a timeframe mutually agreed upon by TDI and the Selected Respondent, to develop Web Services and be fully prepared to test with participating insurance companies. This service will be implemented solely at TDI's discretion; if TDI determines that this service will not be implemented, no payment will be made.<br><br>Texas insurance companies may have the option to fulfill reporting requirements via Web Services rather than weekly database reporting. Texas does not anticipate requiring insurers to report via Web Services. The Web Services Test Program Reporting Guide and User Manual, Version 1.1, can be found at www.tdi.state.tx.us/auto/documents/WS_user_guide_v1.1.pdf. | | |
| 2.5.1. | Integrate with Database Program | | |
| | 1. Selected Respondent shall receive monthly full book of business data files from each Web Services insurance company. The Selected Respondent shall accept this data in each reporting format detailed in the Reporting Guide and User Manual, Version 1.5. The frequency of reporting may change at the discretion of TDI. | | |
| | 2. Selected Respondent shall utilize the monthly data files in the match process as outlined in Sections 2.4.2 and 2.4.3 of this RFO. | | |
| | 3. Selected Respondent shall provide the following return files to each insurance company reporting data, as currently established in the Reporting Guide and User Manual, Version 1.5.<br>a. Receipt File<br>b. Rejection File<br>c. Acceptance File | | |

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| | d. Data Compliance File | | |
| | 4. Selected Respondent shall create and maintain a list of actively reported insurance policy records that cannot be matched to a registered vehicle. The list must identify the first time the policy was reported by the insurance company and not matched to a registered vehicle. This is the Unmatched list. This list must be provided in conjunction with, and not in addition to, the Unmatched list detailed in RFO Section 2.4.2., item 11. | | |
| | 5. Selected Respondent shall execute an extensive test process with each insurance company that selects to report via Web Services. An insurance company will not be permitted to report via Web Services until successful completion of all test elements has been completed and approved by TDI. The Selected Respondent and TDI will jointly establish the test process. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.5.2. | Module for Company Use | | |
| | 1. Selected Respondent shall develop a matching module that can be utilized by interested insurance companies. The purpose of this matching module is to standardize the match process used by participating web services insurers, and thereby increasing the overall effectiveness of Web Services. | | |
| | 2. Selected Respondent shall not develop this service until TDI has obtained commitment from five (5) insurance companies to utilize the matching module, or until TDI otherwise notifies Selected Respondent to proceed. Once notified by TDI to begin development of the matching module, Selected Respondent will have ninety (90) calendar days, or a timeframe mutually agreed upon by TDI and the Selected Respondent, to develop the matching module and be fully prepared to test with participating insurance companies. This service will be implemented solely at TDI's discretion; if TDI determines that this service will not be implemented, no payment will be made. | | |
| | 3. The matching module must be tested and approved for use by TDI prior to its release for use by any interested insurance companies. | | |
| | 4. The matching module must be portable across various development platforms. | | |
| | 5. Selected Respondent shall utilize a matching algorithm for the match process. The matching algorithm must be flexible and able to adapt to changes in State data and system changes deemed necessary to the integrity of the program. | | |
| | 6. Selected Respondent may be asked to research specific match issues brought to the attention of TDI. Selected Respondent shall provide a detailed diagnosis of the match issue. TDI, along with the Selected Respondent, will regularly review diagnosed match issues to determine if any revisions or refinements to the match process are necessary to improve system functionality. Updates to the matching module shall be provided to insurers at no extra fee. | | |
| | 7. Web Services insurers will not be required to use the matching module developed by the Selected Respondent. Web Services insurers who do not utilize the matching module developed by the Selected Respondent will be responsible for developing their own matching process. Web Services insurers who develop their own matching process must successfully complete an extensive test process and be approved by TDI before they will be permitted to report via Web Services. | | |

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| | 8. Selected Respondent may not charge a fee to insurance companies for the licensing and use of the developed matching module. Updates, user manuals, bug fixes, and maintenance to the matching module shall be provided to insurers at no extra fee. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.5.3. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall maintain a vehicle match rate of at least ninety-eight percent (98%) and a driver match rate of at least 98%.<br>3. Selected Respondent shall update the TexasSure database with the most recent data on at least a weekly basis. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.5.4. | Report Production | | |
| | Selected Respondent shall provide to TDI program-related reports and logs via a secure and password protected web site. Reports will be used to monitor program use, program activity, program effectiveness, insurer compliance, driver compliance, and Selected Respondent's activities and operations. The reports and logs must be available for download in Microsoft Excel or .csv file. Full audit capability is required for each report. The detailed list of reports and logs and specific requirement for each report or log will be finalized with the Selected Respondent. The reports will include, but are not limited to:<br>1. Insurer Reporting Status<br>2. Insurer Reporting Compliance<br>3. Log Files of the Various Update and Reporting Processes<br>4. Expired Policy Report<br>5. Query Statistics, including quantity, response type, response time, source<br>6. Unmatched Registrations by ZIP<br>7. Driver License Statistics<br>8. Vehicle Registration Statistics<br>9. Program Summary Report<br>10. TLETS Transactions per Law Enforcement Agency | | |
| 2.5.4.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>3. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.<br>4. Selected Respondent shall develop ad hoc reports as requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.5.5. | Testing and Deliverable Criteria | | |
| 2.5.5.1. | Testing | | |
| | Test planning and execution shall include the following processes, subject to TDI review and approval:<br>1. Selected Respondent shall establish a detailed system test plan;<br>2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;<br>3. Selected Respondent shall develop test scripts;<br>4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;<br>5. Selected Respondent shall work with TDI to execute a parallel test of the program;<br>6. Selected Respondent shall perform load testing;<br>7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and<br>8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.<br><br>TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies. | | |
| 2.5.5.2. | Deliverable Acceptance Criteria | | |
| | 1. TDI must have a minimum of ten (10) business days to review final deliverables;<br>2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;<br>3. Acceptance will be achieved under any one of the following conditions:<br>a. TDI provides written acceptance of the deliverable during the review period; | | |

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| | b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or<br>c. The deliverable review period expires with no changes requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.5.6. | Documentation Deliverables | | |
| | Selected Respondent shall produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. These documents must be living documents that will be updated with approval as the project proceeds. Selected Respondent shall adhere to the finalized documents during the operation of TexasSure.<br>1. Project Management Plan<br>2. Project Work Plan<br>3. Change Management Plan<br>4. Quality Management Plan, including procedures for regular Quality Assurance Reports<br>5. Methodology<br>6. Detailed Requirements Documentation<br>7. Training Plan<br>8. Operating Procedures | | |
| 2.5.6.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements established in the above documentation.<br>2. Selected Respondent shall submit Quality Assurance reports on at least a quarterly basis. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.6. | Service 3 – Customer Notices and Call Center | | |
| 2.6.1. | Customer Notices | | |
| | Selected Respondent shall send written notices to two (2) groups of Texas consumers:<br>• Unmatched – customers who have a current insurance policy that is reported by their insurance company to TexasSure, but which TexasSure is not able to match to a registered vehicle.<br>• Uninsured – customers who have a Texas registered vehicle that is not currently linked to an active insurance policy.<br><br>These customer groups are generated through the TexasSure matching program. Unmatched customers are identified through the Unmatched List; see RFO Sections 2.4.2. item 11 and 2.5.1 item 4. Uninsured customers are identified through the Ongoing Verification Process detailed in RFO Section 2.4.5. | | |
| 2.6.1.1. | Unmatched Notice | | |
| | 1. The Unmatched Notice, first (1st) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language. The Unmatched Notice, second (2nd) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language.<br>2. TDI will provide the format and content for the Unmatched Notice. The format may be adjusted at the discretion of TDI. Selected Respondent shall incorporate any changes to the notice within thirty (30) business days. TDI will not be responsible for any costs incurred by Selected Respondent for any pre-printed notices that are not utilized as a result of changes to the format and content.<br>3. Each letter must have an individual case number or reference code.<br>4. TDI will determine the amount of time that an insurance policy record must be unmatched before an Unmatched Notice is generated. Respondents should estimate this time period to be sixty (60) calendar days. The time period is subject to change with thirty (30) calendar days notice from TDI.<br>5. Unmatched Notices shall not be sent for an insurance policy that was not reported with the insurance company's most recent weekly data load.<br>6. Unmatched Notices shall not be sent for an insurance policy that is more than twenty-one (21) calendar days expired. The time period is subject to change with thirty (30) calendar days notice from TDI. | | |

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| | 7. Only one Unmatched Notice shall be sent for each unmatched vehicle, regardless of the number of drivers listed on the insurance policy record. In the case of multiple drivers listed on an insurance policy, the Selected Respondent will work with TDI to establish logic to determine which insured driver should receive the Unmatched Notice.<br>8. Customers may receive a second notice if there is no response to the first notice after thirty (30) business days and the insured vehicle is still identified as unmatched. Second notices shall only be sent if the insurance policy was reported during the most recent data submission period and the insurance policy is not more than twenty-one (21) calendar days expired. These time periods are subject to change with thirty (30) calendar days notice from TDI. Second notices shall utilize the original individual case number or reference code, or shall otherwise be cross-referenced to the first notice.<br>9. See Appendix H for a sample Unmatched Notice. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.6.1.2. | Uninsured Notice | | |
| | 1. The Uninsured Notice, first (1st) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language. The Uninsured Notice, second (2nd) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language.<br>2. TDI will provide the format and content for the Uninsured Notice. The format may be adjusted at the discretion of TDI. Selected Respondent shall incorporate any changes to the notice within thirty (30) business days. TDI will not be responsible for any costs incurred by Selected Respondent for any pre-printed notices that are not utilized as a result of changes to the format and content.<br>3. Each letter shall have an individual case number or reference code.<br>4. TDI will determine the amount of time that a vehicle registration record must appear to be uninsured before an Uninsured Notice is generated. Respondents should estimate this time period to be sixty (60) calendar days. The time period is subject to change with thirty (30) calendar days notice from TDI.<br>5. Uninsured Notice letters must only be sent to the owners of currently registered vehicles (i.e. the registration is not expired).<br>6. Customers may receive a second notice if there is no response to the first notice after thirty (30) calendar days and the registered vehicle is still identified as uninsured. The time period is subject to change with thirty (30) calendar days notice from TDI. Second notices must only be sent to the owners of currently registered vehicles (i.e. the registration is not expired). Second notices must utilize the original individual case number or reference code, or must otherwise be cross-referenced to the first notice.<br>7. See Appendix I for a sample Uninsured Notice. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.1.3. | Mailing and Postage | | |
| | 1. Selected Respondent shall establish a postal permit account with the United States Postal Service (USPS). | | |
| | 2. Selected Respondent shall utilize National Change of Address (NCOA) or similar services. | | |
| | 3. Selected Respondent shall establish a process to send international mail as necessary. | | |
| | 4. The State will advance postage to the established postal permit account, and will maintain an appropriate postage level, for use by the Selected Respondent for the mailing of customer notices. | | |
| | 5. Selected Respondent shall submit monthly statements from the USPS with their monthly invoice statements. | | |
| | 6. Selected Respondent shall submit a monthly statement detailing postage for mail items that were metered due to damage in the printing process or due to an international address, and other miscellaneous postage expenses. | | |
| | 7. Selected Respondent will mail up to 25,000 notices per week. TDI will establish the exact number of weekly notices. The priority for these notices will be:<br>a. Unmatched Notices, first (1st) notice<br>b. Unmatched Notices, second (2nd) notice<br>c. Uninsured Notices, second (2nd) notice<br>d. Uninsured Notices, first (1st) notice | | |
| | 8. Selected Respondent will be reimbursed for operational costs at a guaranteed minimum of 25,000 notices per week. Postage will be reimbursed based on actual volume. TDI reserves the right to adjust the number of weekly mailings with fifteen (15) business days notice to the Selected Respondent. | | |
| | 9. TDI reserves the right to adjust the guaranteed minimum to 15,000 notices per week or 50,000 notices per week with fifteen (15) business days notice to the Selected Respondent. Selected Respondent will be reimbursed according to the pricing submitted in RFO Exhibit 2. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.6.1.4. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall issue the first (1st) Unmatched Notice and second (2nd) Unmatched Notice within the established time frame, up to the maximum or established volume.<br>2. Selected Respondent shall issue the first (1st) Uninsured Notice and second (2nd) Uninsured Notice within the established time frame, up to the maximum or established volume.<br>3. Selected Respondent shall adhere to the established priority schedule.<br>4. Selected Respondent shall adhere to the requirements detailed above. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.6.2. | Call Center | | |
| | Selected Respondent shall establish a call center to process customer responses to the Unmatched and Uninsured Notices. The call center must utilize the motor vehicle registration database provided and updated by TxDMV, in addition to TexasSure match data, the Unmatched List, and the Uninsured List (see RFO Sections 2.4.2. item 10, 2.4.5, and 2.5.1. item 4). | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.6.2.1. | Location, Access, and Service | | |
| | 1. The call center must be located in Texas unless the Selected Respondent can clearly demonstrate that another U.S. location is in the best interest and value to the State. The call center location must be approved by TDI. | | |
| | 2. The call center must have customer service representatives (CSR) available Monday through Friday, 8 a.m. to 5 p.m., Central Time, Austin, Texas. The call center will be closed on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; and Day after Christmas. | | |
| | 3. Selected Respondent shall maintain one (1) toll-free number. All services offered by the call center must be accessible by touch-tone, pulse, and rotary dial telephones. In addition, the call center must accept calls from hearing impaired services, such as Relay Texas. | | |
| | 4. Selected Respondent shall provide and maintain a telecommunications network capable of supporting fluctuating call volumes. | | |
| | 5. A call automatically placed on hold prior to the caller receiving a prompt for caller response does not meet the definition of "answered" for the purposes of this RFO. | | |
| | 6. Selected Respondent shall provide a response for average wait time for calls on hold. | | |
| | 7. Selected Respondent shall define the action to be taken in the event of a systems overload. | | |
| | 8. Selected Respondent shall maintain a website with online services available twenty-four (24) hours a day, seven (7) days a week.<br>a. The website must comply with accessibility and usability standards outlined in Chapter 206 of Title 1 of the Texas Administrative Code. These requirements can be found at http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=206<br>b. The website must comply with applicable security standards outlined in Chapter 202 of Title 1 of the Texas Administrative Code. These requirements can be found at http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt | | |

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| | =10&ch=202<br>c. The website must be capable of collecting and processing information, and providing customer feedback including automated email confirmation of receipt and further instructions.<br>d. The website will be reviewed and approved by TDI and DIR web staff.<br>e. The website must contain a method for customers to check and easily print the status of information following their response to the Unmatched or Uninsured Notice. | | |
| | 9. Selected Respondent shall maintain an integrated voice response (IVR) system available twenty-four (24) hours a day, seven (7) days a week. TDI will approve the language and flow of the IVR system.<br>a. The IVR must respond to "keyed" commands from customers using touch-tone phones. The IVR is not required to respond to voice commands, but this option is preferred.<br>b. The IVR must capture the length of time a caller must wait for their call to be answered by a Call Center Representative.<br>c. The IVR must contain a method for customers to check the status of information following their response to the Unmatched or Uninsured Notice.<br>d. Selected Respondent shall apply necessary or requested changes to the IVR within thirty (30) calendar days of notice from TDI. | | |
| | 10. All call center services must be available in both English and Spanish. CSR staff must utilize language line services to accommodate customers speaking other languages. | | |
| | 11. Selected Respondent shall maintain reasonable practices to ensure the confidentiality of customer information. | | |
| | 12. All calls received and/or placed by a CSR must be recorded and logged. Recorded calls must be kept for a period of four (4) weeks. Recordings must be made available to TDI upon request. | | |
| | 13. All calls received must be prioritized on a first in, first out (FIFO) basis. | | |
| | 14. Responses received via IVR, website and mail must be processed within five (5) business days. | | |
| | 15. Mail responses from consumers, data concerning any forwarding of mail by the USPS and returned mail from USPS must be scanned and held for a minimum of fourteen (14) calendar days before destruction. Scanned documents must be available to the CSR and TDI as needed. | | |
| | 16. Selected Respondent shall maintain address updates identified through consumer responses, USPS forwarded mail notices, USPS return mail notices, | | |

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| | and NCOA (or similar service) data. | | |
| | 17. Selected Respondent shall provide remote access to the call center system to up to four (4) TDI staff. This access must include the ability to research and/or process customer information. | | |
| | 18. Selected Respondent shall provide remote call monitoring capability to up to four (4) TDI staff. | | |
| | 19. Selected Respondent shall provide appropriate mechanisms for TDI to monitor the above stated requirements and performance standards on a regular basis. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.6.2.1.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall maintain appropriate staffing levels to meet the following performance standards Monday through Friday, 8 a.m. to 5 p.m., Central Time, Austin, Texas:<br>a. An average of eighty percent (80%) of calls answered within sixty (60) seconds; the remaining twenty percent (20%) to be answered within 120 seconds.<br>b. No call will receive a busy signal for the first one hundred (100) calls, or a level defined by the Selected Respondent and agreed upon by TDI.<br>c. Selected Respondent shall provide a response for average wait time for calls on hold.<br>d. Eighty percent (80%) of CSR assisted calls must be answered within sixty (60) seconds of call transfer; the remaining twenty percent (20%) must be answered within 120 seconds.<br>e. One hundred percent (100%) of IVR calls must be answered within five (5) seconds of menu selection.<br>3. Access to the website and IVR system must be available twenty-four (24) hours a day, seven (7) days a week.<br>4. Responses received via IVR, website and mail must be processed within five (5) business days. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.2.2. | Processing Consumer Responses | | |
| | 1. Selected Respondent shall process consumer responses received via CSR, IVR, website, and mail. | | |
| | 2. If a call-back or follow-up with a customer is required, Selected Respondent shall make up to two (2) attempts to contact the customer within ten (10) business days. | | |
| | 3. Selected Respondent shall update the TexasSure database on at least a nightly basis with all applicable information collected via customer responses during the previous twenty-four (24) hours. This information must include, but is not limited to: date of notice; date of customer response; customer response type; and customer provided insurance information. | | |
| | 4. Selected Respondent will be reimbursed for operational costs at a guaranteed minimum of 30,000 closed transactions per month. Transactions over the guaranteed minimum will be billed at a per closed transaction rate according to the pricing submitted by Selected Respondent in RFO Exhibit 2.<br>a. A closed transaction is defined as an individual case number or reference code that has been resolved and completed following customer response(s). | | |
| | 5. As deemed necessary by operational history of the call center, TDI reserves the right to adjust the guaranteed minimum to 15,000 closed transactions per month or 60,000 closed transactions per month with thirty (30) business days notice to the Selected Respondent. Selected Respondent will be reimbursed according to the pricing submitted in RFO Exhibit 2. | | |
| | 6. TDI and the Selected Respondent will mutually establish and agree to processes and procedures for processing call center transactions. These processes will be detailed in documentation submitted in accordance with RFO Section 2.6.5. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.2.2.1. | Unmatched Notices | | |
| | 1. Selected Respondent shall assist Unmatched customers in identifying the reason for the non-match and provide instructions to correct information as necessary. | | |
| | 2. Selected Respondent shall have the ability to locate a customer record using the individual case number or reference code, or by using the customer name and address, or VIN. | | |
| | 3. Selected Respondent shall capture and store all customer responses, including but not limited to:<br>a. Insurance policy information was not correct<br>b. Vehicle registration was expired or the information is not accurate<br>c. Vehicle is not registered in Texas<br>d. Vehicle was recently sold | | |
| | 4. Selected Respondent shall provide a match between vehicle registration and insured vehicle policy information in cases where the CSR and caller can confirm the relationship between the two (2) records. If information is identified that should be corrected, caller must be provided instructions regarding how to correct that information. | | |
| | 5. For any match created through the Call Center process, Selected Respondent shall ensure that the insured vehicle information is kept current following each weekly submission period. This includes: changes to policy information, such as driver names and address; changes to policy effective and expiration dates; and maintaining current Last Match Dates. | | |
| | 6. Any match created through the Call Center process must remain effective until or unless a new system match overrides that created match. | | |
| | 7. In the event a match created through the Call Center process must override a match made through the system match process, Selected Respondent shall ensure that the original insurance record incorrectly matched to the registration record is included in the Unmatched file. | | |
| | 8. Selected Respondent may provide insurance company contact information to customers upon request. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.2.2.2. | Uninsured Notices | | |
| | 1. Selected Respondent shall assist Uninsured customers in identifying the reason for the uninsured status and provide instructions to correct information as necessary. | | |
| | 2. Selected Respondent shall have the ability to locate a customer record using the individual case number or reference code, or by using the customer name and address, or VIN. | | |
| | 3. Selected Respondent shall capture and store all customer responses, including but not limited to:<br>a. The vehicle is out of service<br>b. Vehicle was recently sold<br>c. The vehicle is insured on a commercial auto policy<br>d. The vehicle is insured on a personal auto policy<br>e. The vehicle is self-insured | | |
| | 4. Selected Respondent shall collect commercial and personal auto insurance policy information from Uninsured customers, as applicable. Selected Respondent shall verify the reported policy information directly with the insurance company, which may include requesting and receiving a copy of the policy declarations page. Selected Respondent shall make up to two (2) attempts to verify the reported policy information with the insurance company within ten (10) business days. Information provided by an insurer must be captured and stored with the applicable record. If the insurance company does not confirm the coverage or does not respond to the request for confirmation, the Selected Respondent shall communicate with the Uninsured customer and determine an appropriate solution, which may include contacting an additional insurance company if the first company contact was in error or escalating the issue to TDI for additional research, such as for insurer non-compliance or suspected insurance fraud. Specific processes and procedures related to the coverage confirmation process will be determined jointly with TDI and the Selected Respondent. | | |
| | 5. Selected Respondent shall collect self insurance information from Uninsured customers, as applicable. Selected Respondent shall verify the self insurance information with DPS. If DPS does not confirm the self insurance, the Selected Respondent shall communicate with the Uninsured customer and determine an appropriate solution. Specific processes and procedures related to the coverage | | |

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| | confirmation process will be determined jointly with TDI and the Selected Respondent. | | |
| | 6. Selected Respondent shall provide a match between vehicle registration and insurance information in cases where the customer reports commercial, personal or self insurance for a vehicle. The match must be removed within five (5) business days if the insurance information cannot be confirmed with the insurance company or DPS.<br>a. Selected Respondent shall search reported insurance policy records to determine if the claimed insurance is being reported to TexasSure. If the insurance record is being reported by the insurer with their weekly submission, Selected Respondent shall assist the customer in identifying the reason for the non-match and provide instructions regarding how to correct that information. | | |
| | 7. For any match created through the Call Center process where the insurance record is reported to TexasSure, Selected Respondent shall ensure that the insured vehicle information is kept current following each weekly submission period. This includes: changes to policy information, such as driver names and address; changes to policy effective and expiration dates; and maintaining current Last Match Dates. | | |
| | 8. Selected Respondent may provide insurance company contact information to customers upon request. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.2.2.3. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.6.3. | Report Production | | |
| | Selected Respondent shall provide to TDI program-related reports via a secure and password protected web site. Reports will be used to monitor program activity, program effectiveness, insurer compliance, customer responsiveness, and Selected Respondent's activities and operations. The reports must be available for download in Microsoft Excel or .csv file. Full audit capability is required for each report. The specific requirements for each report will be finalized with the Selected Respondent. The reports must include, but are not limited to:<br>1. Quality Assurance Reports<br>2. Outgoing Letter Statistics<br>3. Letter Response Statistics<br>4. Response Type Statistics<br>5. Response Time to Resolution<br>6. Match Detail – Unmatched Responses<br>7. Match Detail – Uninsured Responses with Coverage Confirmation<br>8. Claimed Commercial Auto Insurance Detail<br>9. Claimed Personal Auto Insurance Detail<br>10. Claimed Self Insurance Detail<br>11. Call Center Activity Statistics | | |
| 2.6.3.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>3. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.<br>4. Selected Respondent shall develop ad hoc reports as requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.4. | Testing and Deliverable Acceptance Criteria | | |
| 2.6.4.1. | Testing | | |
| | Test planning and execution shall include the following processes, subject to TDI review and approval:<br>1. Selected Respondent shall establish a detailed system test plan;<br>2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;<br>3. Selected Respondent shall develop test scripts;<br>4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;<br>5. Selected Respondent shall work with TDI to execute a parallel test of the program;<br>6. Selected Respondent shall perform load testing;<br>7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and<br>8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.<br><br>TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies. | | |
| 2.6.4.2. | Deliverable Acceptance Criteria | | |
| | 1. TDI must have a minimum of ten (10) business days to review final deliverables;<br>2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables; | | |

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| | 3. Acceptance will be achieved under any one of the following conditions:<br>a. TDI provides written acceptance of the deliverable during the review period;<br>b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or<br>c. The deliverable review period expires with no changes requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.6.5. | Documentation Deliverables | | |
| | Selected Respondent shall produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. These documents must be living documents that will be updated with approval as the project proceeds. Selected Respondent shall adhere to the finalized documents during the operation of TexasSure.<br>1. Project Management Plan<br>2. Project Work Plan<br>3. Change Management Plan<br>4. Quality Management Plan, including procedures for regular Quality Assurance Reports<br>5. Methodology<br>6. Detailed Requirements Documentation<br>7. Training Plan<br>8. Operating Procedures | | |
| 2.6.5.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements established in the above documentation.<br>2. Selected Respondent shall submit Quality Assurance reports on at least a quarterly basis. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.7. | Service 4 – Disaster Recovery | | |
| | Selected Respondent shall develop, maintain and implement a plan to manage serious business interruptions which severely damage, destroy or contaminate essential elements of the program, rendering the program inoperable. | | |
| | 1. The disaster recovery plan must meet the following criteria:<br>a. A single data center solution is acceptable<br>b. Critical time is seven (7) days per week, twenty-four (24) hours per day<br>c. Return to Operations (RTO) is within two (2) hours during the critical time period<br>d. Recovery Point Objective (RPO) will be the "last data load"<br>e. Either a hot site or cold site may be employed to meet the RTO<br>f. A minimum weekly backup following the data load | | |
| | 2. Selected Respondent shall complete disaster recovery testing within six (6) months after the production date and annually thereafter. | | |
| | 3. Selected Respondent shall adjust the disaster recovery plan as program needs change. | | |
| | 4. Selected Respondent shall ensure that the disaster recovery plan complies with all applicable standards, including the National Institute of Standards and Technology Special Publication 800-34 and 800-66 Section 4.7. These standards can be found at http://csrc.nist.gov/publications/nistpubs/800-34/sp800-34.pdf and http://csrc.nist.gov/publications/nistpubs/800-66-Rev1/SP-800-66-Revision1.pdf. | | |
| | 5. Selected Respondent shall develop a disaster recovery plan that addresses the following topics, in whole or in part, unless otherwise directed by TDI:<br>a. Background<br>i. Purpose<br>ii. Goals and objectives<br>iii. Benefits<br>b. Scope<br>i. Policies<br>ii. Overview<br>c. IT Disaster Declaration Criteria<br>i. Operational Priorities<br>ii. Levels of Response<br>iii. Procedures for Invoking Contingency Mode | | |

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| | iv. Required Authorizations<br>v. Notification Procedures<br>vi. Media Handling Procedures<br>d. IT Call Out Procedure<br>e. Contingency Mode Resource Plan<br>i. Functional Org Chart<br>ii. Teams Roles and Responsibilities<br>iii. Recovery Team Director<br>iv. Command Center Coordinator<br>v. Recovery Team Leaders<br>vi. Recovery Teams<br>vii. Key Personnel Emergency Contact List<br>viii. Key Service Providers and Vendors Contact List<br>ix. Manpower Recovery Strategy<br>f. Key Documents and Procedures<br>i. Documents and Records Vital to IT Processes<br>ii. Emergency Stationery and Office Supplies<br>iii. Emergency Office Equipment<br>g. Notification and Reporting<br>i. Notifying and Mobilizing the Teams<br>ii. Notifying Management and Key Employees<br>iii. Handling Personnel Family Notification<br>iv. Handling Media<br>v. Maintaining Event Log<br>vi. Phase Reporting<br>h. Mainframe Recovery Activities and Procedures<br>i. Servers Recovery Activities and Procedures<br>j. Network Recovery Activities and Procedures<br>k. Other Cross Functional Recovery Activities and Procedures<br>l. Return to Normal Operating Mode<br>i. Criteria for Returning to Normal Operating Mode<br>ii. Procedures for Returning to Normal Operating Mode<br>iii. Procedures for Recovering Lost or Damaged Information<br>iv. Detailed Lists, Inventories and Services Required<br>m. Training and Test Procedures<br>i. Managing the Training Process<br>ii. Training Process and Schedule<br>1. Team Training | | |

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| | 2. User Training<br>iii. Risk Management<br>iv. Testing of Recovery Plan<br>1. Planning the Tests<br>2. Scheduling the Tests<br>3. Conducting the Tests<br>4. Test Schedule<br>5. Test Scenario<br>6. Test Monitoring | | |
| | 6. Selected Respondent shall provide reports related to disaster recovery activity on a monthly basis. Content must include statistics related to program back-ups and disaster recovery testing. The specific content of such reports will be detailed with the Selected Respondent following contract award. | | |
| 2.7.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall adhere to the established disaster recovery plan, including business continuity, and back-up and data mirroring methodologies.<br>3. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>4. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.<br>5. Selected Respondent shall develop ad hoc reports as requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.7.2. | Testing and Deliverable Criteria | | |
| 2.7.2.1. | Testing | | |
| | Test planning and execution shall include the following processes, subject to TDI review and approval:<br>1. Selected Respondent shall establish a detailed system test plan;<br>2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;<br>3. Selected Respondent shall develop test scripts;<br>4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;<br>5. Selected Respondent shall work with TDI to execute a parallel test of the program;<br>6. Selected Respondent shall perform load testing;<br>7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and<br>8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.<br><br>TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies. | | |
| 2.7.2.2. | Deliverable Acceptance Criteria | | |
| | 1. TDI must have a minimum of ten (10) business days to review final deliverables;<br>2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;<br>3. Acceptance will be achieved under any one of the following conditions:<br>a. TDI provides written acceptance of the deliverable during the review period; | | |

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| | b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or<br>c. The deliverable review period expires with no changes requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.8. | Security | | |
| | 1. Selected Respondent shall, at a minimum, adhere to security standards as outlined in Chapter 202 of Title 1 of the Texas Administrative Code. A copy of this rule is available at: http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202&rl=Y | | |
| | 2. Selected Respondent shall ensure that the program is protected against unauthorized access, disclosure, modification or destruction, whether accidental or deliberate, as well as to assure the availability, integrity, utility, authenticity, and confidentiality of information. | | |
| | 3. At a minimum, a unique ID and password should be required for each staff user to access the program. The password must be changed at intervals of no more than ninety (90) calendar days. | | |
| | 4. Selected Respondent shall ensure that access to confidential vehicle and motorist information is restricted, as required by United States Code Chapter 18, Section 2721, and Texas Transportation Code, Section 601.454. Selected Respondent shall employ a formal process for granting and revoking user access to TexasSure systems. This process must include an access form that requires users to report changes in job responsibilities that affect their use of TexasSure. | | |
| | 5. Selected Respondent shall demonstrate an understanding of the Criminal Justice Information System (CJIS) Security Policy requirements and provide documentation on how the proposed solution addresses each of the requirements dictated by the CJIS Security Policy. The CJIS Security Policy provides the most recent security requirements mandated by the Criminal Justice Information Services of the FBI. It is recommended that Respondents provide this response in a matrix format. The Selected Respondent will be required to include the CJIS Security Addendum as part of the final contract. The CJIS Security Addendum is included in the sample contract found in Exhibit 4. | | |
| | 6. Respondents shall obtain copies of the CJIS security requirements by submitting a Non-Disclosure Agreement (see Exhibit 3 to this RFO) to the DPS Contact Person, Cheryl Garren, prior to the submission of their Response. **The deadline to request a copy of the CJIS security requirement is June 1, 2010, 12 p.m., Central Time, Austin, Texas.** A Non-Disclosure Agreement with original signatures must be submitted for each staff person reviewing the CJIS security | | |

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| | requirements, but only one (1) copy will be released to the Respondent. Respondent is prohibited from making any copies of these requirements, and must return all copies of the CJIS security requirements with the RFO Response. **Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process.** Signed copies of the Non-disclosure Agreement must be submitted to the following:<br><br>Texas Department of Public Safety<br>Driver Improvement and Compliance Bureau<br>Attn: Cheryl Garren<br>5805 North Lamar<br>Austin, TX 78752<br><br>Drop Off and Pick Up: Building A, Lobby<br>(512) 424-5002 | | |
| 2.8.1. | **Performance Standards to Meet** | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.9. | Uptime and Availability | | |
| | 1. Selected Respondent shall provide up-time and availability of 99.8% for the TexasSure program. This requirement relates to the TexasSure program as a whole, as well as services to each user system. The following will not be included in the Selected Respondent's up-time and availability computation:<br>a. Scheduled and planned outages for the purpose of upgrades or maintenance. All outages will be scheduled with a minimum of seventy-two (72) hours of advance notice to TDI, and must occur only during non-peak hours unless otherwise agreed by TDI and the Selected Respondent. If less than seventy-two (72) hours notice is provided or TDI does not approve the upgrade or maintenance period (provided such approval is not unreasonably withheld), it will be considered down-time.<br>b. TDI, at its own discretion, requests an outage with respect to a particular Application(s), which will not be considered down-time.<br>c. Any systems or components that are not owned, controlled or contracted by the Selected Respondent that fail and result in an outage, will not be down-time, unless the cause of the failure can be shown to have been a result of the Selected Respondent's negligence or malfeasance. | | |
| | 2. Selected Respondent shall provide reports related to uptime and availability on a monthly basis. The specific content of such reports will be detailed with the Selected Respondent following contract award. | | |
| 2.9.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall provide up-time and availability of 99.8%.<br>3. Selected Respondent shall provide a minimum of seventy-two (72) hours of advance notice for scheduled and planned outages.<br>4. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>5. Selected Respondent shall develop ad hoc reports as requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.10. | Change Management | | |
| | Selected Respondent shall establish a change management process that complies with Title 1, Texas Administrative Code, Section 202. The change or configuration management process must establish a process for controlling modifications to hardware, software, firmware, and documentation to ensure the information resources are protected against improper modification before, during, and after system implementation. Selected Respondent shall obtain pre-approval for any activity or actions that may impact cost to the State.<br><br>For change management tracking purposes, the Selected Respondent shall use the following Texas Project Delivery Framework documentation:<br>1. Change Control Request, Template<br>2. Contract Amendment and Change Order Approval, Instructions<br>3. Contract Amendment and Change Order Approval, Template<br><br>Information regarding the Texas Project Delivery Framework, including copies of the above referenced documents, can be found at: http://www2.dir.state.tx.us/MANAGEMENT/PROJECTDELIVERY/PROJECTFRAMEWORK/Pages/Framework.aspx<br><br>The Change Control Request document must be used to document all change requests. Administrative, substantive, or constructive changes that necessitate a contract amendment must also use the Contract Amendment and Change Order Approval document. Utilization of the Texas Project Delivery Framework change order process will ensure that changes are not implemented without the approval of TDI, and that any associated funding is not expended before contract changes are approved and ultimately implemented. Selected Respondent shall not perform any work on the production systems without formal, written approval of all changes prior to the change taking place. | | |
| 2.10.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.11. | Server Services | | |
| | Selected Respondent's responsibilities will include, at a minimum:<br>1. Operations<br>a. Assuming responsibility for all master console functions.<br>b. Issuing network and operator commands to control all in-scope computer platforms.<br>c. Assuming the responsibility for and performing all console operations, including monitoring all processing, and monitoring the environment.<br>d. Monitoring the performance of on-line interactive traffic and taking appropriate action to resolve on-line system-related problems.<br>e. Providing operational support for data transmission consistent with standards outlined in this RFO. | | |
| | 2. Production Control and Scheduling<br>a. Assuming responsibility for all production control and scheduling functions.<br>b. Establishing, documenting, and maintaining standards for production jobs.<br>c. Resolving scheduling conflicts.<br>d. Testing scheduling updates in test scheduling system.<br>e. Monitoring all scheduled jobs.<br>f. Investigating and reporting on all jobs that ABEND.<br>g. Repairing ABENDS when possible and performing job restarts in accordance with documented restart procedures. | | |
| | 3. Technical Support<br>a. Providing regular monitoring and reporting of system performance, utilization, and efficiency.<br>b. Providing technical advice and support to authorized users as required.<br>c. Installing, tailoring, maintaining, and providing ongoing support for system software products.<br>d. Installing software according to the applicable specifications.<br>e. Reporting generally available performance data and resource utilization statistics.<br>f. Performance:<br>i. Providing performance monitoring, tuning, and reporting.<br>g. Capacity Planning:<br>i. Monitoring system utilization, capacity limits, and expected capacity needs. | | |

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| | ii. Proposing capacity planning models and methodology.<br>h. Configuration Planning:<br>i. Maintaining a library of provided information and documentation for any new, enhanced, or modified software installed, and thereafter maintaining a library of updates to such materials. | | |
| | 4. Database Support and Management<br>a. Performing physical database administration functions for the databases, including: installation and maintenance, as well as configuring and monitoring of database software products; backup and recovery services.<br>b. Database Management<br>i. Performing physical database management system (DBMS) database control functions.<br>ii. Planning for changes in the size of databases due growth.<br>iii. Maintaining, operating, and upgrading as necessary.<br>c. Database Maintenance and Support<br>i. Maintaining the databases to meet applicable service levels and other performance standards, to maximize efficiency, and to minimize outages.<br>ii. Maintaining, updating, and implementing database archive processes and procedures to recover from an outage or corruption in a timely manner.<br>iii. Providing physical and logical database management support, including providing backups and restores of data in a timely manner.<br>iv. Installing, maintaining, and supporting database software products. | | |
| | 5. Online Storage Management<br>a. Performing online storage tuning. | | |
| | 6. Operations and Processing<br>a. Assuming operational responsibilities for all external storage media management functions.<br>b. Assuming operational responsibilities for all off-site media storage, including integrity checking; defining storage requirements; and assuring compliance with laws and applicable requirements in this RFO. | | |
| | 7. Change Management Support<br>a. Obtaining formal approvals for production testing and installation timetables.<br>b. Providing project management and technical expertise to optimize available resources. | | |
| | 8. Application Servers Services<br>a. Providing industry best practices and expertise so that TexasSure is | | |

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| | architected/designed for maximum efficiency.<br>b. Periodically optimizing the production environments so that maximum operational efficiencies are maintained as implemented solutions are scaled-up or scaled-down as appropriate.<br>c. Production Control and Scheduling<br>i. Resolving interruptions caused by conditions external to production programs.<br>ii. Ensuring batch schedules complete timely.<br>iii. Performing backups and restores.<br>d. Administration<br>i. Performing all administrative activities associated with managing the server environments, including but not limited to:<br>1. managing costs and value<br>2. responding to audits<br>3. responding to safety issues<br>4. production management reports<br>ii. Performing server administration functions, including: development, establishment, installation, and maintenance of directories, directory structures and naming conventions; purging records and files as appropriate. | | |
| 2.11.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.12. | Technical Assistance | | |
| | Selected Respondent shall establish a cohesive and integrated plan to provide technical assistance, maintenance, and updates/upgrades. Selected Respondent shall ensure that change management processes are adhered to at all times, as required by RFO Section 2.10. | | |
| | 1. Selected Respondent shall establish a Technical Help Desk to coordinate with insurance companies, TxDMV, DPS, DIR, TDI and other authorized users. | | |
| | 2. The Technical Help Desk must respond to technical issues related to data transfers, connectivity, query responses and other program elements. | | |
| | 3. Selected Respondent may assume business hours of 8 a.m. to 5 p.m., Central Time, Austin, Texas, Monday – Friday. However, Respondents should note that TexasSure will operate twenty-four (24) hours a day, seven (7) days a week, and significant technical issues may arise during non-business hours. Selected Respondent shall be able to respond to emergencies that occur during non-business hours. | | |
| | 4. For all technical issues reported to the Technical Help Desk, or otherwise identified by Selected Respondent, Selected Respondent shall maintain response times as detailed in Table 6 below. Any changes to the response times and support levels detailed below must be jointly agreed to by the Selected Respondent and TDI.<br><br>Table 6 Technical Assistance Response Times | | |

| Severity Level | Support Level | Description | Response Time |
|---|---|---|---|
| Low | 1 | Impact is minimal, such as request to add or remove user access. | 60 min. |
| Medium | 2 | Impact is significant and delays delivery of mission critical functions. | 30 min. |
| Critical | 3 | Impact is severe and disrupts services and ability to perform mission critical functions. | 15 min. |
| Major | 4 | Impact is major and involves core infrastructure and services that affect a large portion of the customer base. | 10 min. |

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| | 5. Selected Respondent and TDI must mutually agree and establish notification procedures to define appropriate State agency staff to notify of incidents and the response time within which the notification must occur for each severity level. | | |
| | 6. Selected Respondent shall provide reports related to technical assistance activity on a monthly basis. Content must include statistics related to the number of calls, reported issues, diagnosis, time to respond and time to resolve. The specific content of such reports will be detailed with the Selected Respondent following contract award. | | |
| 2.12.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall adhere to the response times and support levels detailed above.<br>3. Selected Respondent shall adhere to the mutually agreed upon notification procedures.<br>4. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>5. Selected Respondent shall develop ad hoc reports as requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.13. | Hardware and Software Services; Maintenance and Updates/Upgrades | | |
| | Selected Respondent shall establish a cohesive and integrated plan to provide technical assistance, maintenance, and updates/upgrades. Selected Respondent shall ensure that change management processes are adhered to at all times, as required by RFO Section 2.10. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.13.1 | General Maintenance and Updates/Upgrades | | |
| | Selected Respondent shall provide maintenance for TexasSure. This maintenance is in addition to any hardware and software maintenance previously detailed.<br>1. Selected Respondent shall provide the following types of program maintenance:<br>a. Corrective Maintenance – to correct processing, performance, or implementation faults of the program.<br>b. Adaptive Maintenance – to adapt program to changes in environment such as new hardware of the next release of an operating system. To protect the system and adapt to external threats, such as viruses. Adaptive maintenance does not lead to changes in the program functionality.<br>c. Perfective Maintenance – to perfect the program for its performance, processing efficiency, maintainability, or accommodation of new or changed user requirements.<br>d. Emergency Maintenance – to correct system emergencies affecting processing and performance of the program. | | |
| | 2. All scheduled and planned outages must be scheduled with a minimum of seventy-two (72) hours of advance notice to TDI, and must occur only during non-peak hours unless otherwise agreed by TDI and the Selected Respondent. | | |
| | 3. Selected Respondent shall notify TDI of any emergency maintenance at the earliest possible opportunity. Selected Respondent shall provide a process for approval of exceptional or emergency maintenance. | | |
| | 4. Selected Respondent shall provide reports related to program maintenance activity on a monthly basis. The specific content of such reports will be detailed with the Selected Respondent following contract award. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.13.2. | Software Maintenance | | |
| | 1. Selected Respondent shall provide maintenance and support services for any software operating at site(s) and on the hardware provided by TDI under any agreement. | | |
| | 2. Selected Respondent shall provide software maintenance as part of the overall service, operation, and management of the TexasSure project. | | |
| | 3. Selected Respondent's responsibilities for software maintenance include the following elements, which are also described as updates, enhancements, fixes, additions, modifications, changes and refinements:<br>a. Developing additional functionalities, adding new features, improving existing features, ensuring ongoing compliance with standards, upgrading to make more stable/reliable, identifying and verifying causes of suspected errors, correcting deficiencies, addressing problems as they surface, incorporating program changes, accommodating capacity changes, meeting return-to-operation requirements, developing and implementing new releases, developing and installing patches, visiting installation sites, providing telephone support, interfacing with all affected parties, updating documentation, refining to incorporate best practices, handling issues on a 24x7x365 basis, and similar/related activities. | | |
| | 4. Selected Respondent shall provide all updates, enhancements, fixes, additions, modifications, changes, and refinements that, in the sole discretion of TDI, are required for the proper development and implementation of TexasSure. | | |
| | 5. To the extent applicable, Selected Respondent shall provide any updates, enhancements, fixes, additions, modifications, changes, and refinements made to the software on behalf of another state to TDI at no additional cost. | | |
| | 6. In the event of the termination of the contract for any reason, during the period of transition to any new arrangement and new vendor, Selected Respondent shall provide software maintenance and support services. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.13.3. | Hardware Maintenance | | |
| | 1. Selected Respondent shall provide hardware maintenance as part of the overall service, operation, and management of TexasSure. | | |
| | 2. For all hardware, Selected Respondent shall provide and TDI will receive 24x7x365 on-site, four (4)-hour response maintenance services. | | |
| | 3. All hardware furnished and all services performed by the Selected Respondent shall be to the satisfaction of TDI and in accordance with the specifications, terms and conditions of this RFO and any resulting agreement. | | |
| | 4. TDI reserves the right to inspect the hardware furnished or the services performed, and to determine the quality, acceptability, and fitness of such hardware or services. | | |
| | 5. All system hardware, software and accessories that are shipped or provided to TDI under any resulting contract must be new. Except as otherwise provided in this RFO and any resulting agreement, all hardware must be provided with standard manufacturer's warranty. Instruction manual, service, and parts manuals are to be included and shipped at no charge. Selected Respondent shall transfer title to TDI when TDI accepts delivery of the hardware. | | |
| | 6. For all hardware, Selected Respondent will bear the risk of loss or damage up to the time it is delivered to TDI or TDI's designated location and accepted by TDI. Thereafter, TDI will assume the risk. All hardware must be covered by insurance, arranged and paid for by the Selected Respondent for TDI covering the period until it is delivery to and accepted by TDI or TDI's designated location. | | |
| | 7. Selected Respondent shall make available any and all value-added products and services to TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.13.4. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall adhere to a mutually agreed upon response times and escalation policy.<br>3. Selected Respondent shall adhere to the agreed upon maintenance schedule, notification, and approval process.<br>4. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>5. Selected Respondent shall develop ad hoc reports as requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.14. | Use of Texas State Data Centers and Telecommunication Services | | |
| | Selected Respondent shall utilize established services at the Texas State Data Centers and with Texas telecommunication services provided through DIR. Information related to co-location services can be found in Exhibit 2.8, Statement of Work of the Master Services Agreement between The State of Texas acting by and through the Texas Department of Information Resources and International Business Machines Incorporated. This document can be found at www.dir.state.tx.us/datacenter/docs/Contract/ex02.8.pdf.<br><br>Selected Respondent will be provided additional specific details of this connectivity and services following contract award. If it is determined that additional connectivity and services are necessary for the Selected Respondent's solution, the established services may be adjusted as agreed by TDI. These services are billed directly to TDI by DIR. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.15. | Reporting Guide and User Manual Production | | |
| | Selected Respondent shall provide technical expertise and input for the production and maintenance of the Reporting Guide and User Manual. TDI is responsible for producing and publishing this document. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.16 | Audit Requirements | | |
| | 1. TDI reserves the right to audit the program annually, and may utilize a third-party to conduct the audit.<br>2. Selected Respondent shall fully comply with information and data requests related to an audit of the program.<br>3. Selected Respondent shall archive the computer data files at least semi-annually for auditing purposes. The archived data files shall be in an electronic format compatible with TDI's computer systems.<br>4. Audit capabilities must include program audit trails, document control, program access control and software change control.<br>5. Historical data should be archived for a minimum of four (4) years. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.17. | Turnover Phase | | |
| | The turnover phase will include all activities that the Selected Respondent shall perform in order to transition TexasSure operations to TDI or a subsequent vendor. Selected Respondent shall act in good faith and agree to cooperate and work with TDI in any turnover phase or transition to TDI or a subsequent vendor. | | |
| 2.17.1.1. | Turnover Plan | | |
| | Selected Respondent shall develop and provide an implementation ready, TDI-approved Turnover Plan, six (6) months prior to the contract's expiration date. The Turnover Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks.<br><br>As part of the Turnover Plan, Selected Respondent shall provide TDI with copies of all relevant insurer and State data, documentation, or other pertinent information necessary, as determined by TDI, for TDI or a subsequent vendor to assume the operational activities successfully. This includes correspondence, documentation of ongoing outstanding issues, and other operations support documentation. The plan must describe Selected Respondent's approach and schedule for transfer of all data and operational support information, as applicable.<br><br>TDI is not limited or restricted in the ability to require additional information from the Selected Respondent or to modify the Turnover Plan as necessary. | | |
| 2.17.1.2. | Data Transfer | | |
| | Selected Respondent shall transfer all data and information regarding the TexasSure program to TDI or a subsequent vendor in the media, manner, and format directed by TDI.<br><br>All transferred data must be received and verified by TDI or the subsequent vendor. If, in TDI's determination, transferred data is not provided in the manner or format required by TDI, then TDI reserves the right to hire an independent contractor to assist TDI in obtaining and transferring all the required data. All reasonable costs incurred by TDI in obtaining the services of such independent contractor will be the sole responsibility of the Selected Respondent.<br><br>If, in TDI's determination, Selected Respondent does not provide the required relevant data and reference tables, documentation, or other pertinent information | | |

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| | necessary for TDI or the subsequent vendor to assume the operational activities successfully, Selected Respondent agrees to reimburse the State for all reasonable costs, including, but not limited to, transportation, lodging, and subsistence for all State representatives, or their agents, to carry out their inspection, audit, review, analysis, reproduction and transfer functions at the location(s) of such records.<br><br>Selected Respondent also agrees to pay any and all additional costs incurred by the State that are the result of the Selected Respondent's failure to provide the requested records, data or documentation within the time frames agreed to in the Turnover Plan. | | |
| 2.17.3. | Post-Turnover Services | | |
| | Thirty (30) calendar days following turnover operations, Selected Respondent shall provide TDI with a Turnover Results report documenting the completion and results of each step of the Turnover Plan. Turnover will not be considered complete until this document is approved by TDI.<br><br>Selected Respondent shall maintain all files and records related to TexasSure for five (5) years after the date of final payment under the contract or until the resolution of all litigation, claims, financial management review or audit pertaining to the contract, whichever is longer. | | |
| 2.17.4. | Turnover Delays | | |
| | In the event delays prevent the Selected Respondent from providing turnover services to TDI or the subsequent vendor prior to the expiration of the contract, Selected Respondent shall continue to provide all services on a month-to-month basis at the current costs to the State. TDI and the State will not be responsible for any payments to the Selected Respondent where the Selected Respondent fails to act in good faith, cooperate, or work with TDI in the turnover phase resulting in delays. TDI further reserves the right to pursue any and all applicable rights and remedies in the event of any delays in the turnover phase. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.18. | Interoperability | | |
| | TDI requires the Selected Respondent to develop a program able to accommodate changing needs and emerging technology.<br>1. Respondents shall have the ability to accommodate and adapt to emerging technologies within their program design.<br>2. Selected Respondent shall be able to coordinate with any future vendors for related services, to include the transfer of data as applicable. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.19. | OAG, Child Support Division | | |
| | Section 601.454 of the Texas Transportation Code permits Selected Respondent to provide the Office of the Texas Attorney General (OAG) with data maintained by TexasSure Vehicle Insurance Verification. The Selected Respondent shall provide the OAG with a file containing the insurance policy information provided by insurance companies. The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data. The file must be transmitted on a monthly basis and must contain all insurance policy information submitted within the most recent reporting period. Selected Respondent and the OAG will work together to determine the specific file format, file layout, submission schedule, and transmission format. Any submission of a file by Selected Respondent to the OAG must be scheduled at a set time that is convenient for the OAG and Selected Respondent. Selected Respondent and the OAG may have a separate contractual arrangement for other services related to the TexasSure data. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.20. | Key Staff | | |
| | TDI prefers that key staff assigned to this project be directly employed by the Selected Respondent. Selected Respondent shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. Selected Respondent shall at all times employ sufficient labor for completing work in the manner and time prescribed by any contract awarded pursuant to this RFO. Selected Respondent shall maintain throughout the period of any awarded contract the ability to support its assigned staff with the required resources and ensure project continuity by replacing project staff, if necessary, with persons having the requisite skills and experience.<br><br>Selected Respondent shall assign all Key Personnel to complete all of their planned and assigned responsibilities in connection with performance of the obligations of Selected Respondent under this RFO and any awarded contract. TDI must approve the assignment and replacement by Selected Respondent of all Key Personnel assigned to provide services or to provide on-site representation of Selected Respondent, including, without limitation, project team manager, and/or other individuals. Before assigning an individual to any key positions, Selected Respondent shall notify TDI of the proposed assignment, must introduce the individual to the appropriate representative of TDI, and shall provide to TDI a résumé and any other information about the individual reasonably requested by TDI. TDI reserves the right to interview the individual before granting approval.<br><br>TDI reserves the right to require Selected Respondent to replace Selected Respondent or subcontractor employees whom TDI judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of TDI. Upon receipt of a written request from an authorized representative of TDI, Selected Respondent shall proceed with the replacement.<br><br>It is critical to the overall success of the project that Selected Respondent not remove or reassign, without TDI's prior written approval (which approval will not be unreasonably withheld) any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of Selected Respondent's obligations under the RFO | | |

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| | and any awarded contract. The unauthorized removal of Key Personnel by Selected Respondent will be considered by TDI as a material breach of the awarded contract and grounds for termination. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.22. | Schedule and Delivery of Services | | |
| | Respondents are required to provide a time phased schedule for each service required for the continuation of the TexasSure project. The target dates must be expressed in terms of "D" plus "X" where "D" represents the contract award date and "X" represents the number of calendar days subsequent to contract award that the milestone will be accomplished.<br><br>The TexasSure program must be ready to accept insurer and State data and begin testing by January 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall begin parallel testing on or before March 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall have the program tested, approved and ready to assume full operation by November 1, 2011.<br><br>Selected Respondent is expected to begin implementation according to the project plan submitted in accordance with Part IV of this RFO. The project will be closely monitored by TDI personnel.<br><br>In the event the Selected Respondent encounters difficulty in meeting performance requirements outlined in this RFO, or when difficulty in complying with the contract delivery schedule or completion date is anticipated, or whenever the Selected Respondent has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Selected Respondent shall immediately notify TDI by telephone, and follow up in writing, giving pertinent details. However, this data will be informational only and this provision must not be construed as a waiver by TDI of any delivery schedule or date, or any rights or remedies provided under this contract. Minor modifications in operating procedures will not change pricing.<br><br>If the Selected Respondent fails to promptly perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, TDI may terminate the contract for default. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.23. | Confidentiality of Data | | |
| | Information obtained by the Selected Respondent for the continuation of TexasSure Vehicle Insurance Verification is confidential. Selected Respondent shall use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and shall not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to the Selected Respondent, including insurance status, is the property of TDI or the supplying implementing agency. Selected Respondent shall not use, share, or sell this data to any other entity for any reason.<br><br>Respondent will not disclose to anyone, directly or indirectly, any work-papers, data, databases, materials, information or reports in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which Respondent has access as a result of or in the course of performing services under this RFO and any awarded contract without the prior written consent of TDI. This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or Respondent's performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in this RFO and any awarded contract will prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third-party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it will provide prompt notice to the other of such receipt. The party receiving the subpoena will thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that the Respondent is acting as TDI's agent in | | |

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| | providing services under the contract and will defer to TDI's decision as to compliance with and other matters related to such subpoena or other process.<br><br>Data provided by TxDMV and DPS is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws. Data provided by DPS is subject to the following requirements regarding sensitive personal information; however, to the extent of a conflict with the Driver's Privacy Protection Act, Chapter 730 of the Texas Transportation Code, or other applicable laws, the laws govern:<br><br>"Sensitive personal information" is defined as follows:<br>(1) An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:<br>a. Social security number;<br>b. Driver's license number or government-issued identification number; or<br>c. Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or<br>(2) Information that identifies an individual and relates to:<br>a. The physical or mental health or condition of the individual;<br>b. The provision of health care to the individual; or<br>c. Payment for the provision of health care to the individual.<br><br>Sensitive personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.<br><br>"Breach of system security" is defined as follows: Unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information Selected Respondent maintains under this contract, including data that is encrypted if the Selected Respondent's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of the Selected Respondent for the purposes of performing under this contract is not a breach of system security unless the employee or agent of the Selected Respondent uses or discloses the | | |

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| | sensitive personal information in an unauthorized manner.<br><br>Selected Respondent shall implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure any sensitive personal information collected or maintained by Selected Respondent under this contract.<br><br>Selected Respondent shall notify DPS and the affected people of any breach of system security immediately after discovering the breach or receiving notification of the breach, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. However, Selected Respondent must delay providing notice to the affected people at DPS' request, if DPS determines that the notification will impede a criminal investigation. The notification to the affected people shall be made as soon as DPS determines that it will not compromise any criminal investigation.<br><br>Selected Respondent must give notice as follows, at Selected Respondent's expense:<br>(1) Written notice;<br>(2) Electronic notice, if the notice is provided in accordance with 15 U.S.C. Section 7001;<br>(3) Notice as follows:<br>a. If Selected Respondent demonstrates that the cost of providing notice would exceed $250,000, the number of affected people exceeds 500,000, or the Selected Respondent does not have sufficient contact information for the affected people, Selected Respondent may give notice as follows:<br>i. Electronic mail, if the Selected Respondent has an electronic mail address for the affected people;<br>ii. Conspicuous posting of the notice on the Selected Respondent's website;<br>iii. Notice published in or broadcast on major statewide media; or<br>b. If Selected Respondent maintains its own notification procedures (as part of an information security policy for the treatment of sensitive personal information) that comply with the timing requirements for notice under this subsection entitled "Sensitive Personal Information," Selected Respondent may provide notice in | | |

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| | accordance with that policy.<br><br>If this subsection requires Selected Respondent to notify at one time more than 10,000 people of a breach of system security, the Selected Respondent shall also notify, without unreasonable delay, each consumer reporting agency (as defined by 15 U.S.C. Section 1681a) that maintains files on consumers on a nationwide basis, of the timing, distribution, and content of the notices.<br><br>In the event of a breach of system security, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person, DPS is authorized to asses liquidated damages in the amount of $500 against Selected Respondent for the following damages; however, DPS reserves the right to claim actual damages for any damages other than the following: adding content to the DPS website for people who suspect their sensitive personal information has been acquired by an unauthorized person. This amount is a reasonable estimate of the damages DPS will suffer as a result of such breach and is enforceable. Selected Respondent shall not be responsible and liquidated damages may not be assessed due to a breach of system security caused entirely by someone other than Selected Respondent, Selected Respondent's subcontractor, or Selected Respondent's agent. Any liquidated damages assessed under this contract may, at TDI's option, be deducted from any payments due the Selected Respondent. TDI has the right to offset any liquidated damages payable to DPS, as specified above, against any payments due to Selected Respondent. If insufficient payments are available to offset such liquidated damages, then Selected Respondent shall pay to DPS any remaining liquidated damages within fifteen (15) calendar days following receipt of written notice of the amount due.<br><br>Selected Respondent and all applicable employees are required to sign Exhibit 4, Contract Attachment 5, "Non-Disclosure Agreement." Selected Respondent is further required to sign Exhibit 4, Contract Attachment 6, "Texas Department of Public Safety Agreement for Purchasing Driver Record Information in Bulk"; Exhibit 4, Contract Attachment 7, "Texas Department of Public Safety, Purchasers Information Form for Purchasing Driver Record Information in Bulk"; and Exhibit 4, Contract Attachment 8, "Texas Department of Motor Vehicles Service Contract to Obtain the Texas Motor Vehicle Title and Registration (VTR) Database". No fees will be charged the Selected Respondent for these services. | | |

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| | Prior to proceeding with Web Services as detailed in RFO Section 2.5, Selected Respondent is required to obtain applicable signatures from each Web services insurer, to include signatures on Exhibit 4, Contract Attachment 6, Contract Attachment 7, and Contract Attachment 8. Selected Respondent is required to hold Web Services insurers, as well as any subcontractors, responsible for disclosure restrictions and privacy protections required by TxDMV and DPS.<br><br>Each Respondent shall submit its plan to ensure security of TDI's data during storage and transmission. At a minimum, the plan must address confidentiality, access control, and integrity. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.24. | Liquidated Damages | | |
| | If Selected Respondent fails to achieve the required level of service for certain services, Selected Respondent acknowledges that TDI is damaged by such failure. The reports provided by the Selected Respondent and audit findings by TDI will be used, but may not necessarily be the sole source, to determine whether the Selected Respondent has met the service levels required by this agreement. Service levels will be reviewed on at least a monthly basis.<br><br>Selected Respondent shall report to TDI any problems affecting the operation of TexasSure as soon as they become aware but no later than twenty-four (24) hours. This reporting requirement includes, but is not limited to, computer system failures or maintenance downtime, interfacing problems, and staffing issues to the extent that work process is slowed below acceptable requirements.<br><br>Respondent acknowledges that it is impossible or impractical to estimate certain damages with any degree of certainty. Therefore, the parties agree as follows:<br>1. If Selected Respondent fails to deliver or perform services within the time specified in the awarded contract, specifically those identified in Table 7 below, TDI may require Selected Respondent to pay to the TDI as fixed, agreed, and liquidated damages, the sum set forth in (5) below.<br>2. Alternatively, if, in the opinion of TDI, delivery or performance is inexcusably delayed or repeatedly not met by Selected Respondent, TDI may terminate the awarded contract in whole or in part as provided by Section 3.18.3 of the RFO and/or assess fixed, agreed, and liquidated damages accruing until the time TDI may reasonably obtain delivery. The liquidated damages may be assessed at the option of TDI, and if assessed, will be in addition to any other remedy or damages available to TDI.<br>3. The amount of liquidated damages provided in this RFO and any resulting contract is neither a penalty nor a forfeiture and will compensate TDI solely for the inability to use or benefit from the services and is not intended to, and does not include: (i) any damages, additional costs or extended costs incurred by TDI for extended administration of the awarded contract, (ii) any increases in financing costs resulting from the delay, or (iii) any additional services relating to, or arising as a result of, the delay. TDI will be entitled to a claim against Selected Respondent for its actual damages and amounts not specifically | | |

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| | included within the liquidated damages as set forth herein. Such costs will be computed separately. Together with liquidated damages, they will be either deducted from any monies due to Selected Respondent under the awarded contract or paid to TDI within thirty (30) calendar days of notice of the imposition of such damages.<br>4. Selected Respondent is not responsible and liquidated damages will not be assessed due to any delay caused by schedule amendments requested by TDI, delays as the result of activity that is the responsibility of TDI, or delays that TDI deems were outside the control of the Selected Respondent.<br>a. Selected Respondent is responsible for notifying the TDI Contract Administrator, in writing, of any delays caused by TDI, DPS, TxDMV or DIR personnel. The documentation must reflect the date and nature of delay and be submitted within five (5) business days of the occurrence.<br>5. The amount of such liquidated damages as referred to herein will be up to and including the amount specified in Table 7 below for each business or calendar day beyond the deadline that Selected Respondent fails or refuses to meet its obligations under any contract resulting from this RFO. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

# Exhibit 2:

# MANDATORY PRICING FORM

Important Note:
Respondents must use an electronic version of Exhibit 2 to respond
(available as an MS Excel download with the RFO materials)

# Exhibit 2 - Mandatory Pricing Form
# Instructions

This exhibit of the RFO contains specific pricing requirements that the Respondent shall submit as its financial proposal and to document any relevant assumptions. The Respondent shall respond to this Exhibit according the instructions provided below.

## General Instructions

1. Respondent shall use the electronic version of this Exhibit (available as an Excel download with the RFO materials) to respond to the requirements. The Respondent should not make any changes to formatting or text styles in the document. Respondent must not merge or change the format of any cells in the document.
2. Respondent shall save the file as the original filename prefixed with a three-letter Respondent identifier (e.g., “ABC_11-SKM-TxSure VIV_Exhibit 2.xls”), where “ABC” is replaced with a three-letter acronym identifying the Respondent. All files submitted by the Respondent should use the same three-letter identifier.
3. Respondent shall return the completed file, with the new file name, as part of its response to the RFO.
4. All expenses provided shall be in TDI fiscal years (FY), September 1 through August 31.
5. Respondent will provide pricing based on the assumption that all development will be completed in FY 2011, and operations and maintenance will begin November 1, 2011 (FY 2012).
6. TDI will reimburse only for the months of actual service.
7. Respondent shall not provide information in cells that are grayed out. These and other cells that do not require data entry will be locked and will not allow changes by the Respondent.
8. On Forms 2 - 5 and 8, Respondent shall detail pricing for the initial three (3) year term as well as the two (2) optional years.

## Response Instructions

### Form 1: Summary of Fees

Respondent shall not enter information on this form. This form reflects the total price for Program Development, Program Maintenance, and Program Operations based on the information supplied by Respondent in Forms 2-5.

### Form 2: Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4).

### Form 3: Service 2 - Web Services (RFO Section 2.5)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 2 -Web Services (RFO Section 2.5).

### Form 4a: Service 3 - Customer Notices (RFO Section 2.6.1)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 3 - Customer Notices (RFO Section 2.6.1). For Program Operations, Respondent shall provide pricing for three (3) operating levels based on the number of letters mailed per week. Pricing submitted for operations at 25,000 letters per week will be used in the evaluation of responses to this RFO.

### Form 4b: Service 3 - Call Center (RFO Section 2.6.2)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 3 - Call Center (RFO Section 2.6.2). For Program Operations, Respondent shall provide pricing for three (3) operating levels based on the number of transactions per month. Pricing submitted for operations at 30,000 transactions per month will be used in the evaluation of responses to this RFO.

### Form 5: Service 4 - Disaster Recovery (RFO Section 2.7)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 4 - Disaster Recovery (RFO Section 2.7).

### Form 6: Hardware and Software

Respondent shall use this form to detail all hardware and software included in the system solution, to include pricing.

### Form 7: Assumptions

Respondent shall document key assumptions affecting price, schedule and/or functionality. If no assumptions or impacts are specified, it will be assumed that there are none. TDI understands that the prices of some services and products are decreasing and may continue to decrease into the future. In that regard, TDI expects Respondent to identify those services and products on Form 7 for which it will guarantee price reductions over the term of the contract through declining unit rate pricing year over year.

### Form 8: OAG Data File

Respondent shall use this form to provide pricing for the development, maintenance and operation of providing a monthly data file to the OAG (RFO Section 2.19). The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

# Exhibit 2 - Mandatory Pricing Form

## Form 1: Summary of Fees

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| **Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)** | | | | | | | | | | |
| Program Development | $ - | | | | | $ - | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Service 2 - Web Services (RFO Section 2.5)** | | | | | | | | | | |
| Program Development | $ - | | | | | $ - | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Service 3 - Customer Notices and Call Center (RFO Section 2.6)** | | | | | | | | | | |
| Program Development | $ - | | | | | $ - | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Service 4 - Disaster Recovery (RFO Section 2.7)** | | | | | | | | | | |
| Program Development | $ - | | | | | $ - | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| **Summary of Fees** | | | | | | | | | | |
| Service 1 (RFO Section 2.4) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Service 2 (RFO Section 2.5) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Service 3 (RFO Section 2.6) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Service 4 (RFO Section 2.7) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Total Costs** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| **OAG Data File (RFO Section 2.19) **** | | | | | | | | | | |
| Program Development | $ - | | | | | $ - | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

** The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

# Form 2: Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

# Form 3: Service 2 - Web Services (RFO Section 2.5)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Module for Company Use (RFO Sec 2.5.2) | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Module for Company Use (RFO Sec 2.5.2) | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

# Form 4a: Service 3 - Customer Notices (RFO Section 2.6.1)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| @ 15,000 letters/week | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Postage * | | | $ - | | $ - | $ - | | $ - | | $ - |
| NCOA (or similar service) * | | | $ - | | $ - | $ - | | $ - | | $ - |
| @ 25,000 letters/week ** | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Postage * | | | $ - | | $ - | $ - | | $ - | | $ - |
| NCOA (or similar service) * | | | $ - | | $ - | $ - | | $ - | | $ - |
| @ 50,000 letters/week | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Postage * | | | $ - | | $ - | $ - | | $ - | | $ - |
| NCOA (or similar service) * | | | $ - | | $ - | $ - | | $ - | | $ - |

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

* TDI will reimburse for actual costs incurred only

** Pricing submitted for operations at 25,000 letters per week will be used in the evaluation of responses to this RFO.

# Form 4b: Service 3 - Call Center (RFO Section 2.6.2)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| @ 15,000 transactions*/month | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Per Transaction over 15,000 | | | $ - | | $ - | $ - | | $ - | | $ - |
| @ 30,000 transactions*/month ** | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Per Transaction over 30,000 | | | $ - | | $ - | $ - | | $ - | | $ - |
| @ 60,000 transactions*/month | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Per Transaction over 60,000 | | | $ - | | $ - | $ - | | $ - | | $ - |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

* A transaction is defined as an individual case number or reference code that has been resolved and completed following customer response(s).

** Pricing submitted for operations at 30,000 transactions per month will be used in the evaluation of responses to this RFO.

# Form 5: Service 4 - Disaster Recovery (RFO Section 2.7)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

# Form 6: Hardware and Software

Respondent will detail all hardware and software included in the system solution. Respondent will indicate the service(s) for which the hardware/software will be used, using the RFO Section number as the identifier.

| Item | HW or SW | Service(s) [RFO Section] | Cost |
|---|---|---|---|
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# Form 7: Assumptions

Respondent will provide all assumptions used in pricing these services. Respondent will annotate those assumptions that will impact price.

| | Price Impact Y/N | RFO Section Reference | Description |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
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| 17 | | | |
| 18 | | | |
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| 20 | | | |
| 21 | | | |
| 22 | | | |
| 23 | | | |
| 24 | | | |
| 25 | | | |

# Form 8: OAG Data File (RFO Section 2.19)

The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

# Exhibit 3:

# TEXAS DEPARTMENT OF PUBLIC SAFETY
# NON-DISCLOSURE AGREEMENT
# REGARDING SENSITIVE OR ACQUISITION INFORMATION

# NON-DISCLOSURE AGREEMENT WITH

# TEXAS DEPARTMENT OF PUBLIC SAFETY

# REGARDING SENSITIVE OR ACQUISITION INFORMATION

TO: PARTIES RECEIVING SENSITIVE DOCUMENTS ASSOCIATED WITH THE TEXASSURE VEHICLE INSURANCE VERIFICATION REQUEST FOR OFFERS

FROM: TEXAS DEPARTMENT OF PUBLIC SAFETY (DPS)

SUBJECT: Certification Regarding Non-disclosure of Sensitive or Acquisition Information; Specifically, Criminal Justice Information System (CJIS) Security Policy

The proper custody, use, and preservation of official state and national information related to procurements cannot be overemphasized. It is essential that all personnel associated with acquisitions, including respondents to a request for offers, strictly comply with the applicable provisions of policy, law and regulation. In order to protect the criminal justice security required for the Federal Bureau of Investigation (FBI) and the National Law Enforcement Telecommunications (NLETS) systems, the DPS requires that you execute the following certification prior to receipt of the above cited documents.

Please reproduce this agreement and have it signed by every employee who will have access to the above-cited document. Return all signed original non-disclosure agreements to the DPS prior to requesting the CJIS Security Policy. Only one copy of the CJIS Security Policy will be provided from the DPS to any vendor, regardless of the number of non-disclosure agreements received from that vendor.

I understand that unless otherwise authorized, the release of above-cited CJIS Security Policy or information concerning the documents shall be at the sole discretion and direction of the DPS, consistent with the policies of the FBI, NLETS, and applicable laws and regulations.

*I will not disclose or otherwise release the documents to anyone other than the following: a) the DPS; and, b) employees or subcontractors of the vendor associated with preparation of a proposal who have a need to see the documents and who have executed this nondisclosure agreement and forwarded it to DPS.*

*I will use the above CJIS Security Policy only for the purpose of preparing a response to the Request for Offers regarding TexasSure Vehicle Insurance Verification.*

*I will <u>not</u> make a copy through any medium of any part of the CJIS Security Policy.*

*I will return the original of the CJIS Security Policy to DPS on or before the deadline stated in the RFO for proposal submissions.*

If, upon review of the Request for Offers (RFO), my company elects not to respond, I will return all copies of the above-cited documents to DPS on or before the deadline stated in the RFO for proposal submissions.

*I am aware that the unauthorized use or disclosure of these documents may subject me and/or my company to criminal, civil, and/or administrative penalties.*

*If, for any reason, the above cited documents are released from my custody or are provided to or accessed by a person who has not signed this agreement, I will provide written notice to Cheryl Garren at the address, fax, or email identified in the RFO. This notice will be provided within two days of the event and will contain a detailed written description of the event.*

*I understand that this certification remains in effect until I return all originals of the above-cited CJIS Security Policy to DPS at the address identified in the RFO.*

Texas law governs this agreement and the venue for any litigation shall be Travis County, Texas, in a court of competent jurisdiction.

In order to receive the above-cited documents you must first provide DPS with a copy of this non-disclosure agreement containing an original signature of a person who requires access to the documents. Any questions regarding the proper handling of information in this project should be addressed to Cheryl Garren at the address, fax, or email identified in the RFO.

I have read and fully understand this non-disclosure agreement with the DPS. I am legally competent to execute this contract and I do so of my own free will and accord, without reliance on any representation of any kind or character by the DPS that is not expressly set forth herein. I understand that I have the opportunity to consult with a lawyer prior to signing this agreement. I will comply with this agreement.

Signature: _____ Date: _____

Printed Name: _____

Company Name: _____

Contact Number: _____

# Exhibit 4:

## SAMPLE CONTRACT FOR
## TEXASSURE VEHICLE INSURANCE VERIFICATION

SAMPLE

**Sample Contract for**
**TEXASSURE VEHICLE INSURANCE VERIFICATION**
**between the**
**TEXAS DEPARTMENT OF INSURANCE,**
**TEXAS DEPARTMENT OF INFORMATION RESOURCES,**
**TEXAS DEPARTMENT OF MOTOR VEHICLES,**
**TEXAS DEPARTMENT OF PUBLIC SAFETY**
**and**
**[CONTRACTOR]**

This Agreement ("Agreement") is made by and between the Texas Department of Insurance, an agency of the State of Texas (hereinafter "TDI") with its principal place of business at 333 Guadalupe, Austin, Texas 78701; the Texas Department of Information Resources, an agency of the State of Texas (hereinafter "DIR") with its principal place of business at 300 West 15th St., Suite 1300, Austin, Texas 78701; the Texas Department of Public Safety, an agency of the State of Texas (hereinafter "DPS") with its principal place of business at 5805 North Lamar Boulevard, Austin, Texas 78752-4422 ; the Texas Department of Motor Vehicles, an agency of the State of Texas (hereinafter "TxDMV") with its principal place of business at 4000 Jackson Avenue, Austin, Texas 78731 and [CONTRACTOR], [address], hereinafter referred to as "Contractor."

## RECITALS

**Whereas**, on _____, TDI issued a Request for Offers ("RFO") from qualified firms or entities to provide services for TexasSure Vehicle Insurance Verification; and

**Whereas**, Contractor submitted an Offer in response to the RFO on __, 2010; and

**Whereas**, following a review and evaluation of submitted proposals, TDI awarded contract to Contractor.

In consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

## 1. AUTHORITY

The authority for this Agreement is Chapter 601 of the Transportation Code.

For ease of administration of this Agreement, the implementing agencies appoint TDI as their manager of the contract and agent for communications with Contractor. TDI accepts this appointment and shall act as the contract manager on their behalf and as the single point of contact with Contractor. TDI shall communicate those matters it is directed to after consultation and concurrence of all implementing agencies. When used in this Agreement, the term TDI is understood to mean TDI, for and on behalf of the implementing agencies, unless the context provides that TDI means only TDI, such as in Appendix A of the RFO.

SAMPLE

## 2. SERVICES

**2.01. Services.** Contractor will provide to TDI all of the services and other deliverables as described in and in the manner required by the following documents: (1) this _____ (pp) page document, including Attachments 1 through 9; (2) Exhibit A – TDI's RFO; and (3) Exhibit B – Contractor's Proposal Response.

All of the above are attached to and incorporated as part of this Contract for all purposes. In the case of conflicts between this ___ (pp) page document and any of the exhibits, the following indicates the order of priority: (1) this ___(pp) page document, including Attachments 1 through 9; (2) Exhibit A – TDI's RFO; and (3) Exhibit B – Contractor's Proposal Response.

**2.02. General Provisions.** Contractor will provide services to TDI under this Agreement in accordance with the requirements set forth in this Agreement and as more specifically described in the RFO. Contractor will provide all other services reasonably related to the above services.

**2.03. Scope of Work.** Contractor shall deliver the work products, deliverables, and services by the dates as set forth in the Statement of Work (hereinafter "SOW"), which shall be developed, reviewed, and mutually agreed to by all parties. The SOW shall be incorporated by reference in this Agreement for all purposes as Contract Attachment 1. The SOW shall be governed by the terms and conditions of this Agreement. No term or condition in the SOW can modify a term or condition of this Agreement. The SOW will contain the following: a detailed description of the services to be provided by Contractor; deliverables; criteria for acceptance of the deliverables; project timelines; milestones; and payment milestones, including amounts and any required documentation. Contractor must deliver each deliverable and complete each milestone identified in the SOW by the listed deadline.

## 3. CONTRACT AMOUNT

Subject to appropriations by the Texas Legislature, the total amount of the original term of this Agreement shall not exceed XXX U.S. Dollars ($). Payment milestones for development of TexasSure are set forth in the SOW.

Contractor's fees shall not exceed the fees set forth in Contract Attachment 2, which is attached hereto and incorporated by reference.

Costs incurred by Contractor for participation in the public procurement process, including the discussion phase and contract negotiations, are the sole responsibility of Contractor.

Contractor will be compensated only for services actually authorized and approved by TDI in writing and in compliance with this Agreement. Contractor has no rights to compensation or any other rights or benefits except as expressly provided in this Agreement. The State will neither pay nor reimburse Contractor for any costs related to travel or living expenses in association with this Agreement.

Except as otherwise instructed in RFO Section 3.17.1, Contractor shall submit invoices to TDI for certification. The invoices must be accompanied by documentation to support payment. A sample invoice is included as Contract Attachment 3. Following review by TDI, a certified invoice or invoices will be presented to TxDMV for payment. Contractor understands that

SAMPLE

TxDMV is solely responsible for all contract payments and that TDI will pay no amounts to Contractor under this Agreement. Upon TDI's certification that services by the Contractor have been performed in accordance with the terms of this Agreement, TxDMV will make any contract payments to the Contractor from the State funds dedicated to this project. Payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

If this Agreement is terminated early for cause or convenience, TxDMV shall pay the Contractor for products and services provided by Contractor through the date of termination as long as TDI accepts such products and services according to the terms of this Agreement.

## 4. TERM

The term of this Agreement shall begin on execution of the contract and continue through August 31, 2013. TDI, in its sole discretion, may extend the contract for up to two (2) years, in such length(s) of time as may be agreed between the parties. In the event of any contract renewal, the scope of services and deliverable dates may be negotiated.

Notwithstanding the termination or expiration of this Agreement, the provisions regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, and warranties shall survive the termination or expiration dates of this Agreement.

At the end of the contract term or the termination of the contract for any reason, Contractor agrees to transition TexasSure operations to TDI or a subsequent vendor in accordance with Exhibit A, Section 2.17.

## 5. NOTIFICATION

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments made pursuant to this Agreement shall be in writing and shall be deemed received on: (i) the date of delivery if delivered by email, facsimile transmission or hand delivered, or (ii) three business days after being mailed via United States Postal Service by registered or certified mail. All notices under this Agreement shall be sent to a party at the respective address indicated below or to such other address as such party shall have notified the other party in writing.

| If sent to the State: | If sent to the Vendor: |
|---|---|
| Melissa M. Burkhart, TexasSure Coordinator | NAME |
| Texas Department of Insurance | CONTRACTOR |
| 333 Guadalupe, MC 105-5C | ADDRESS 1 |
| Austin, Texas 78701 | ADDRESS 2 |
| Phone: (512) 305-7201 | PHONE |
| Facsimile: (512) 463-6122 | FACSIMILE |
| Email: melissa.burkhart@tdi.state.tx.us | EMAIL |

TDI shall be responsible for notifying other state implementing agencies.

SAMPLE

## 6. CRIMINAL JUSTICE INFORMATION SYSTEM SECURITY POLICY

Contractor is required to execute the Criminal Justice Information System (CJIS) Security Addendum as part of this Agreement. Contractor must ensure that their employees adhere to the CJIS Security Policy and CJIS Security Addendum as it now exists and as it is hereafter amended. Contractor Employees who fail to comply with the CJIS Security Policy and the CJIS Security Addendum will not be permitted to perform work under this Agreement. The CJIS Security Addendum is attached to this Agreement as Contract Attachment 4.

## 7. TxDMV INFORMATION SECURITY POLICY

Information obtained from TxDMV's motor vehicle records may only be used by Contractor and/or its subcontractors and affiliates and their respective employees to perform the duties described in the SOW. TxDMV will avail itself of any remedies at law against the vendor and/or its subcontractors and affiliates, jointly and severally, and deem any other use a breach of contract and may terminate the Contractor's, its subcontractors' and affiliates' access to motor vehicle records as a result of any unauthorized use.

## 8. CONFIDENTIALITY OF DATA

Data provided by TxDMV and DPS is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws. Contractor and all applicable employees are required to sign Contract Attachment 5, "Non-Disclosure Agreement." Contractor is further required to sign Contract Attachment 6, "Texas Department of Public Safety Agreement for Purchasing Driver Record Information in Bulk"; Contract Attachment 7, "Texas Department of Public Safety, Purchasers Information Form for Purchasing Driver Record Information in Bulk"; and Contract Attachment 8, "Service Contract to Obtain the Texas Motor Vehicle Title and Registration (VTR) Database". No fees will be charged the Contractor for these services.

Contractor is required to obtain applicable signatures from each Web services insurer, to include signatures on Contract Attachment 6, Contract Attachment 7, and Contract Attachment 8. Contractor is required to hold Web services insurers responsible for disclosure restrictions and privacy protections required by TxDMV and DPS.

## 9. AFFIRMATIONS AND CERTIFICATIONS

Contractor certifies that it is in compliance with the certifications and affirmations in Section 1.11.1 of the RFO and agrees to such certifications and affirmations.

## 10. MISCELLANEOUS

**10.01. Multiple Original Contracts.** The parties shall sign this Agreement in as many counterparts as may reasonably be necessary. Each counterpart shall contain original signatures of the parties and shall constitute an original, but together, all counterparts shall constitute only one (1) Agreement.

**10.02. Headings.** The paragraph and section headings used herein are descriptive only and shall have no legal force or effect whatsoever.

SAMPLE

## 11. ATTACHMENTS AND EXHIBITS

The Attachments and Exhibits to this Agreement, which are incorporated by reference, include the following:

Contract Attachment 1 – Statement of Work;

Contract Attachment 2 – Pricing Forms;

Contract Attachment 3 – Sample Invoice;

Contract Attachment 4 – CJIS Security Addendum;

Contract Attachment 5 – TexasSure Non-Disclosure Agreement;

Contract Attachment 6 – Texas Department of Public Safety Agreement for Purchasing Driver Record Information in Bulk;

Contract Attachment 7 – Texas Department of Public Safety, Purchasers Information Form for Purchasing Driver Record Information in Bulk;

Contract Attachment 8 – Texas Department of Motor Vehicles Service Contract to Obtain the Texas Motor Vehicle Title and Registration (VTR) Database;

Contract Exhibit A – TDI RFO No. 11-SKM-TxSure VIV; and

Contract Exhibit B – Contractor's Response to TDI RFO No. 11-SKM-TxSure VIV.

SAMPLE

**By the signatures below, each signatory represents and warrants that they have the authority to enter into this Agreement on behalf of the respective parties.**

**CONTRACTOR**
Authorized
By: _____

NAME

TITLE

Date: _____

**TEXAS DEPARTMENT OF INSURANCE**
Authorized
By: _____

Karen A. Phillips

Chief of Staff

Date: _____

**TEXAS DEPARTMENT OF INFORMATION RESOURCES**
Authorized
By: _____

Cindy Reed
Deputy Executive Director, Operations &
Statewide Technology Resourcing

Date: _____

Legal: _____

**TEXAS DEPARTMENT OF MOTOR VEHICLES**
Authorized
By: _____

Ed Serna

Executive Director

Date: _____

**TEXAS DEPARTMENT OF PUBLIC SAFETY**
Authorized
By: _____

Steven C. McCraw or his designee

Executive Director

Date: _____

SAMPLE

**Contract Attachment 1**
**Statement of Work**

# To be added prior to contract execution.

SAMPLE

**Contract Attachment 2**
**Pricing Forms**

# To be added prior to contract execution.

SAMPLE

**Contract Attachment 3**
**Sample Invoice Format**

**VENDOR Name and Address**

**INVOICE**

| Date | Invoice # |
|---|---|
| | |

| Bill To: | Remit Payment To: |
|---|---|
| Texas Department of Insurance<br>Attn: Accounting<br>MC 108-3A<br>333 Guadalupe<br>Austin, Texas 78701<br><br>Re: TexasSure Vehicle Insurance Verification | Vendor Name<br>Vendor Address<br>State, City, Zip<br><br>Vendor Phone<br><br>TIN: |

| P.O. NO. | Terms | Project |
|---|---|---|
| | | TexasSure |

| Quantity | Description | Rate | Amount |
|---|---|---|---|
| 1 | **Service 1 – TexasSure Matching Program**<br>Monthly Operation<br>Service Dates: MM/DD/YYYY to MM/DD/YYYY | X,XXX.XX | X,XXX.XX |
| 1 | **Service 2 – Customer Notices and Call Center**<br>Monthly Operation<br>Service Dates: MM/DD/YYYY to MM/DD/YYYY | X,XXX.XX | X,XXX.XX |
| | **Contract Information:**<br>TDI Contract Number XXXXXXX<br><br>TxDMV PO #:<br><br>TxDMV Tax ID #:<br><br>_____<br>Vendor Representative<br>Representative Title | | |
| | **TOTAL** | **$XX,XXX.XX** | |

SAMPLE

**Contract Attachment 4**
**CJIS Security Addendum**

To be provided to Contractor following execution of a Non-Disclosure Agreement.

SAMPLE

**Contract Attachment 5**
**TexasSure Non-Disclosure Agreement**

**TEXAS DEPARTMENT OF INSURANCE**
**NON-DISCLOSURE STATEMENT**

I, ***(Full Legal Name)***, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by the commitments contained herein.

I am an authorized representative of NAME OF VENDOR, who was awarded the contract resulting from the Request for Offers No. 10-RBD-TEXASSURE solicitation issued by the Texas Department of Insurance. Information obtained by the NAME OF VENDOR for the operation and maintenance of TexasSure Vehicle Insurance Verification is confidential. NAME OF VENDOR must use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and must not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to NAME OF VENDOR, including insurance status, is the property of TDI or the supplying implementing agency. NAME OF VENDOR must not use, share, or sell this data to any other entity for any reason. In addition, data provided by the Texas Department of Motor Vehicles and the Texas Department of Public Safety is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws.

I understand that information that I may have access to under the awarded contract is confidential and may not be released by NAME OF VENDOR and/or any of its employees, agents, or representatives. By my signature to this document, I acknowledge and agree that I and NAME OF VENDOR and/or any of its employees, agents, or representatives shall not disclose to anyone, directly or indirectly, any information in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which access as a result of or in the course of performing services under the awarded contract. The Confidential Information includes but is not limited to data, databases, materials, information or reports.

This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or NAME OF VENDOR'S performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in the awarded contract shall prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it shall provide prompt notice to the other of

SAMPLE

such receipt. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that NAME OF VENDOR is acting as TDI's agent in providing services under the contract and will defer to TDI's decision as to compliance with and other matters related to such subpoena or other process.

_____
Signature

_____
Print Name and Title

_____
Date

SAMPLE

**Contract Attachment 6**
**Texas Department of Public Safety**
**Agreement for Purchasing Driver Record Information in Bulk**

The State of Texas
County of Travis

AGREEMENT FOR PURCHASING DRIVER RECORD INFORMATION IN BULK

Parties. The agreement is made between the Texas Department of Public Safety, 5805 N. Lamar, Austin, Texas 78752, herein after DPS, and

_____
name

_____
address
herein after Purchaser.

WHEREAS, Texas law authorizes DPS to sell driver and related records individually and in bulk for specified permissible purposes; and

WHEREAS, state and federal law, including the federal Driver Privacy Protection Act of 1994 (PL 103-322; 18 USC § 2721 et seq.) and Texas' driver privacy protection legislation of 1995 (Tex. Trans. Code §730) extend privacy protection to personal information maintained in the files of the state motor vehicle agencies such as the Texas DPS; and

WHEREAS, the Driver Privacy Protection Act of 1994, as amended by PL 106-69 (18 USC §2721, as amended), presently prohibits state motor vehicle agencies from selling personal information in bulk for purposes of marketing, solicitations, and certain surveys unless a state has first obtained express consent from each individual about whom listed personal information pertains, and

WHEREAS, the Texas State Legislature has refrained from enacting any express consent system for use in Texas; and

WHEREAS, Texas law requires each prospective purchaser of records in bulk, before receiving any records, to execute a written purchase agreement or contract containing such safeguards as DPS considers necessary or reasonable to ensure that all information and records purchased are used only for permissible purposes and that the rights of the individuals and DPS are protected; and

WHEREAS, the Purchaser, desires to purchase driver or related records, including personal information, from DPS,

IT IS AGREED, THEREFORE, that DPS shall sell and deliver to the Purchaser the driver records, subject to the following terms and conditions:

SAMPLE

1. Definitions
   a. "Driver record" means a record that pertains to a motor vehicle operator or driver license or permit, or identification document issued by DPS.
   b. "Personal information" means information that identifies a person, including the driver identification number, name, date of birth, and address.

2. Certification of Permissible Use(s).

The Purchaser, by signing this agreement, hereby certifies compliance with all current provisions of the federal Driver Privacy Protection Act of 1994, as amended by PL 106-69 (18 USC §2721 et seq.), with applicable Texas driver privacy protection legislation, and with all other state and federal laws applicable to this agreement. The Purchaser further certifies that his/her/its use of the record and information purchased under this contract is for the following permissible purpose(s) only and for no others:

Initial all that apply.

_____ 1. For use in connection with any matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c) motor vehicle emissions; (d) motor vehicle product alterations, recalls, or advisories; (e) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; or (f) removal of nonowner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of the Automobile Information Disclosure Act, the Anti Car Theft Act of 1992, the Clean Air Act, and any other statute or regulation enacted or adopted under or in relation to a law included in the above.

_____ 2. For use by a government agency in carrying out its functions or a private entity acting on behalf of a government agency in carrying out its functions.

_____ 3. For use in connection with a matter of (a) motor vehicle or motor vehicle operator safety; (b) motor vehicle theft; (c) motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers; (e) motor vehicle market research activities, including survey research; or (f) removal of nonowner records from the original owner records of motor vehicle manufacturers.

_____ 4. For use in the normal course of business by a legitimate business or an authorized agent of the business, but only to verify the accuracy of personal information submitted by the individual to the business or the authorized agent of the business and to obtain correct information if the submitted information is incorrect to prevent fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.

_____ 5. For use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.

SAMPLE

_____ 6. For use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.

_____ 7. For use by an insurer or insurance support organization, or by a self insured entity, or an authorized agent, of the entity, in connection with claims investigation activities, antifraud activities, rating or underwriting.

_____ 8. For use in providing notice to an owner of a towed or impounded vehicle.

_____ 9. For use by a licensed private investigator agency or licensed security service for a purpose permitted as stated on this page.

_____ 10. For use by an employer or an authorized agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313.

_____ 11. For use in connection with the operation of a private toll transportation facility.

_____ 12. For use by a consumer-reporting agency as defined by the Fair Credit Reporting Act (15 U.S.C.§1681 et seq.) for a purpose permitted under the Act.

_____ 13. For any other purpose specifically authorized by law that relates to the operation of a motor vehicle or to public safety. Please provide statutory authority

_____

_____ 14. For use in the preventing, detecting, or protecting against identity theft or other acts of fraud. DPS prior to release of personal information may require additional information.

It is expressly understood that the Purchaser may sell or furnish personal information obtained under this agreement to third parties, subject to the limitations herein, but may not sell or furnish personal information for any purpose or use that is not permitted by federal or state law. The Purchaser understands that he/she/it may not furnish personal information purchased under this agreement to any third party unless the third party certifies that his/her/its intended use of the information is for a use permitted under this contract and state and federal law. In addition the Purchaser agrees to the statutory restrictions on selling and/or redisclosing the information obtained from DPS. The Purchaser shall not sell or redisclose the personal information in the identical or substantially identical format the information was disclosed to the Purchaser. The Purchaser further understands that violating this paragraph is grounds for immediate termination of this agreement under Paragraph 13.

SAMPLE

3. Fees and Payments.

In consideration of receiving records and information purchased in bulk, the Purchaser agrees to pay to DPS the applicable statutory charge. At DPS request, the Purchaser shall pay to DPS, prior to transmittal of the records and information in bulk, a deposit in an amount determined by DPS to be the approximate charge and shall pay any balance due upon receipt of billing. If this method of payment is requested, DPS shall refund any overpayment, pursuant to state procedures, following delivery of the copies. If DPS does not request a deposit, the Purchaser shall remit payment immediately upon receipt of billing but shall not be considered in default for a period of thirty (30) days following receipt of billing. The Purchaser acknowledges and agrees that all postage and/or other shipping charges, as well as shipping media (e.g. magnetic tapes) shall be the Purchaser's responsibility and may be included in the billing.

4. Acknowledgement and Disclaimer.

The Purchaser acknowledges that DPS is furnishing records and information "as is" and it makes no representation or warranty as to the accuracy of any record or the information furnished. DPS expressly disclaims responsibility for any failure to deliver records or information in a timely manner, or at all, in the event of staff shortages, failures of appropriations, breakdowns of equipment, compliance with new or amended laws, acts of authority exercised by a public official, acts of God, or other circumstances which may delay or preclude furnishing records and information in a timely fashion. If records and information are not furnished and the Purchaser has remitted a deposit, DPS shall refund the deposit. DPS has no further responsibility or liability to the Purchaser with respect to undelivered records and information and has no liability or responsibility whatsoever for delayed records and information.

5. Consumer Protection.

The Purchaser agrees that the records and information furnished under this agreement shall not be used to engage in any method, act, or practice which is unfair or deceptive, nor shall they be used for marketing or solicitations, or surveys not authorized by law.

6. Access to Information in Bulk.

The Purchaser agrees that no member of the public or any person outside the direct employ or control of the Purchaser shall be allowed direct access to records and information through the Purchaser under this agreement for any reason other than the Purchaser's intended and legitimate use of the records and information.

7. Record Creation and Retention.

If the Purchaser resells or re-discloses any of the information or records purchased under this agreement to a third party, the Purchaser agrees to create records identifying each such person or entity who obtained personal information from the Purchaser and the legally permissible purpose for which the record or information was obtained. The Purchaser shall retain the records of identification and purpose for a period of not less than five (5) years following transfer of the information and or records to the third party.

SAMPLE

8. Provide Copies of Records and Notification of Release.

If the Purchaser resells or re-discloses any of the information or records purchased under this agreement to a third party, the Purchaser shall provide copies of those records identifying each person or entity who obtained personal information from the Purchaser and the permissible purpose for which it was obtained to DPS upon request. The Purchaser understands that DPS may exercise its reserved right to insert control records into bulk records and information furnished, as an independent means of identifying any entities to whom the Purchaser may have improperly resold or re-disclosed records and information under this agreement or if any inappropriate use has occurred. The Purchaser shall bear the expense of providing the copies of such records to DPS including any postage and/or shipping charges. The Purchaser will notify DPS of any inadvertent or unauthorized release of the Driver Record Information obtained under this contract within two days of when the Purchaser knows or should have known of such unauthorized or inadvertent release.

9. Assignability.

The Purchaser may not assign, license, or transfer any of its rights, duties, and obligations under this agreement without the prior written consent of DPS.

10. Incorporation of Other Documents.

This agreement incorporates by reference the document entitled the Purchaser's Information Form Attachment A to the Agreement for Purchasing Driver Record Information in Bulk, which provides DPS additional information about the Purchaser. With the exception to Attachment A, this agreement embodies the entire agreement between the Purchaser and DPS with relation to the transaction contemplated hereby, and there have been and are no other covenants, agreements, representations, warranties or restrictions between the parties other than those specifically set forth in the agreement.

11. Effective Date and Renewal.

This contract shall automatically renew on a yearly basis. However, either party may terminate this agreement upon thirty days written notice to the other party. Notice should be given to the contact person designated in Paragraph 17 of this contract. Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first.

12. Cancellation.

Either party may cancel this agreement for any reason by giving the other party written notice of cancellation at least thirty (30) days prior to cancellation. If a party elects to cancel this agreement, all unfilled obligations, including the obligation to pay for copies received, shall remain in force.

13. Termination.

DPS may terminate this agreement in writing at any time for any reason. Without limiting the foregoing, DPS may immediately terminate this agreement, without notice for any violation of the terms of this contract or for any violation of any state or federal law or regulation relating to

SAMPLE

the information provided by DPS under this agreement. This includes but is not limited to failure to remit charges due in a timely fashion or for inappropriate use of data, such as use for marketing or solicitations. The Purchaser acknowledges that if this agreement is terminated for cause, DPS may refuse to provide records and information in bulk.

14. Change of Status.

The Purchaser may terminate this contract in writing at any time. This agreement will automatically terminate if the Purchaser ceases to conduct business, if the Purchaser substantially changes the nature of its business, if the Purchaser sells its business, if there is a significant change in the ownership of the Purchaser, if the Purchaser ceases to qualify for the information under the permissible use(s) certified in Paragraph 2, or if the Purchaser dies. The Purchaser, its successor in interest, or its personal representative will immediately notify DPS in writing of any change in status that would implicate this paragraph. If the contract is terminated under this paragraph, the Purchaser's successor in interest will be eligible to apply for and execute a new contract.

15. Amendments.

The Purchaser acknowledges that DPS may amend the terms and conditions of this agreement from time to time in order to accommodate changes in the records or information furnished under this agreement and for other reasons deemed appropriate by DPS. DPS agrees to notify the Purchaser in writing of the content of any amendment. The Purchaser can make no modification or amendment to this Agreement unless in writing and signed by both parties.

16. Indemnification.

The Purchaser agrees to indemnify and save harmless the State of Texas and DPS, and any of their officers, agents, or employees, with respect to any claim asserted against them under the federal Driver Privacy Protection Act of 1994, as amended (18 USC §2721 et seq.), Texas driver privacy protection legislation (Tex Trans Code §730, as amended), and other state or federal law pertaining to this agreement, for any act or omission attributable to the Purchaser, its officer, agents, and employees, and others who obtain information from the Purchaser.

17. Contact Information.

The following contact person is designated by the Purchaser to receive all correspondence regarding this agreement.

Name_____

Address_____

City, State Zip Code_____

Telephone_____

Fax _____

SAMPLE

All correspondence to DPS regarding this contract must be mailed to the following address:

Texas Department of Public Safety
Driver Record Bureau
P.O. Box 4087
Austin, Texas 78773-0360
(512) 424-2009

18. Governing Law and Jurisdiction.

This agreement shall be construed in accordance with the laws of the State of Texas. The Purchaser agrees that any dispute which arises under this agreement and cannot be amicably resolved by the parties shall be submitted to a court of competent jurisdiction in Travis County, Texas, to which jurisdiction the Purchaser hereby submits.

19. Signatory Authority.

The signatories hereby certify that they are authorized by their respective parties to execute this agreement as party representatives and to bind their respective principals hereto.

IN WITNESS WHEREOF the representatives of the parties have affixed their signatures on the dates as written below.

| | |
|---|---|
| PURCHASER | DEPARTMENT OF PUBLIC SAFETY |
| NAME AND TITLE | NAME AND TITLE |
| DATE | DATE |

SAMPLE

**Contract Attachment 7**
**Texas Department of Public Safety**
**Purchasers Information Form for Purchasing Driver Record Information in Bulk**

PURCHASERS INFORMATION FORM
ATTACHMENT A
AGREEMENT FOR OBTAINING DRIVER RECORDS IN BULK

Name and Address of Company/Business/Entity

_____

_____

_____

_____

DBA if applicable

_____

Email address of contact individual

_____

Company/Business/Entity Telephone and Fax Number

_____

Nature of Company/Business/Entity's Business Activities

_____

_____

_____

Federal Tax Identification Number

_____

Intended use of Information obtained from the Department of Public Safety Driver Records

_____

_____

_____

_____

SAMPLE

All URL addresses used or possessed by the Company/Business/Entity

_____

_____

_____

If the purchaser releases the information obtained from the Department, please explain what safeguards and/or assurances are in place to meet requirements of the contract.

_____

_____

_____

_____

_____

I hereby certify that I am authorized to make the foregoing statements and that the statements are true to the best of my knowledge. I understand that if any of the statements are willfully false, I am subject to criminal and civil penalties as well as the termination of the agreement to receive driver record information. I also agree to notify DPS if any information supplied on this form changes within 30 days from the date of such change. Failure to make such notification may result in the cancellation of the contract.

| | |
|---|---|
| _____ | _____ |
| Name | Signature |
| _____ | _____ |
| Title | Date |

SAMPLE

**Contract Attachment 8**
**Texas Department of Motor Vehicles**
**Service Contract to Obtain the Texas Motor Vehicle Title and Registration (VTR) Database**

| For Department Use Only |
|---|
| |
| |

**STATE OF TEXAS §**
**COUNTY OF TRAVIS §**

**SERVICE CONTRACT TO OBTAIN THE**
**TEXAS MOTOR VEHICLE TITLE AND REGISTRATION (VTR) DATABASE**

THIS CONTRACT, is made by and between the State of Texas, acting by and through the Texas Department of Motor Vehicles, hereinafter called the "State," and
_____,
hereinafter called the "Requestor."

WITNESSETH

WHEREAS, Transportation Code, Chapter 501, 502, and 504 establishes that the State is responsible for administering and retaining Texas motor vehicle title and registration database records (MVRs); and

WHEREAS, this contract is made in accordance with the provisions of Transportation Code, Section 502.008 and Chapter 730, the state Driver's Privacy Protection Act; and

WHEREAS, the Requestor requests from the State authority to obtain information by purchase of the VTR database; and

WHEREAS, the federal Driver's Privacy Protection Act (18 U.S.C. §2721 et. seq.) authorizes the department to disclose personal information contained in the department motor vehicle records only in accordance with that Act; and

WHEREAS, the State will provide the Vehicle Title and Registration (VTR) Database provided the Requestor agrees to the terms and conditions of this contract; and

WHEREAS, the Texas Motor Vehicle Board adopted Title 43, Texas Administrative Code, Chapter 207, establishing the costs the State may assess a Requestor of the VTR database;

SAMPLE

# AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

**The State shall provide the VTR database, as indicated below, to the Requestor under the following conditions:**

## 1. INFORMATION AVAILABLE

The State will make available, in accordance with the federal and Texas Driver Privacy Protection Acts (DPPAs):

a) Motor Vehicle Registration and Title (VTR) Database on DVD or USB external hard drive provided by the Requestor; and

b) Weekly Updates to the Motor Vehicle Registration and Title (VTR) Database on CD or via electronic transfer.

**The Requestor requests authority to obtain the following information (initial as applicable):**

_____ VTR Database

_____ Weekly Updates to VTR Database

## 2. CERTIFICATION OF USE

The State may release privacy protected personal information contained in motor vehicle records (MVRs), as defined in the DPPAs, only if the Requestor certifies its intended uses of the information in Attachment A to this contract. Certified intended uses include only those uses for which the Requestor itself will actually employ the information; certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Requestor. If the Requestor's intended use of the information is not one of the permitted uses, the State will not release of the privacy protected personal information.

## 3. RESTRICTIONS

A. Use: The Requestor may only use VTR database information obtained from the State in accordance with the DPPAs, and only for the permitted use or uses certified to in Attachment A of this contract, if applicable.

B. Application: The Requestor obtaining Weekly Updates from the State must apply the updated motor vehicle record information to their existing data no later than one week after receipt of a Weekly Update.

C. Vehicle Transfer Notices: The Requestor shall utilize the State data only for the purpose stated in this contract and none other, and the data reflects notices of transfers of vehicles received by the State. Failure on the Requestor's part to properly interpret the State data shall be the fault of the Requestor, and liability for sending violation notices to the incorrect party(ies) shall rest with the Requestor and not the State. If the data continues to be interpreted improperly, then the contract is subject to termination.

SAMPLE

D. Resale and Redisclosure: A Requestor obtaining privacy protected personal information, may only resell or redisclose the privacy protected personal information for a permitted use authorized by law that:

**(1)** The Requestor has indicated for its own use; or

**(2)** The Requestor has indicated for its own use and the Requestor is an agent of an authorized recipient that is obtaining the information for a use permitted under Transportation Code, Section 730.007.

All uses must be listed in Attachment A. Information may not be obtained solely for the purpose of resale or redisclosure. An authorized recipient may not redisclose the information in the identical or a substantially identical format received under this contract**.**

The Requestor must maintain records of any entity or person that received the information and the permitted use for which it was obtained. These records must be maintained for a period of not less than five (5) years and must be made available to the State for inspection, upon request. Any person or entity obtaining privacy protected information from the Requestor, directly or indirectly, must comply fully with the provisions of the DPPAs. Any violation of the above law by a person or entity acquiring privacy protected information from the Requestor, directly or indirectly, will be considered a breach of this contract by the Requestor.

The Requestor shall immediately inform the State if privacy protected personal information provided to the Requestor is disclosed in violation of the DPPAs. This obligation applies whether the disclosure was by the Requestor or by a person or entity that acquired privacy protected information from the Requestor, directly or indirectly.

## 4. TERM OF CONTRACT

This contract becomes effective upon agreement and execution by both parties. The contract is subject to a continuous automatic annual renewal unless terminated in accordance with Paragraph 7 of this contract, Termination.

The State reserves the right to amend this contract at any time or to waive any violations of this contract by the Requestor. The Requestor may amend its statement of certified uses at any time by submitting a signed statement to that effect.

## 5. RESEARCH CHARGES

If the State researches a complaint or concern which is determined to be an error on part of the requestor, the State will charge the Requestor for time at the rate of $28.50 per hour.

## 6. CONTACT INFORMATION

A. Technical assistance regarding the information provided may be obtained by contacting VTR, Technology Support Branch, at (512) 467-5983, (512) 467-5940 or (512) 465-7950 (Monday through Friday, 8:00 a.m. - 5:00 p.m.).

B. Customers with questions or complaints concerning personal solicitation or concerns should be referred to the VTR Call Center at (512) 465-7611 (Monday through Friday, 8:00 a.m. - 5:00 p.m.).

SAMPLE

## 7. TERMINATION

Termination by State or Requestor. The State or Requestor may terminate this contract in writing at any time.

Termination for Cause. Without limiting the foregoing, the State may immediately terminate this contract, without notice, for any violation of the terms of this contract or for any violation of any state or federal law relating to the information provided by the State under this contract.

Automatic Termination. This contract will automatically terminate if the Requestor ceases to conduct business, if the Requestor substantially changes the nature of its business, if the Requestor sells its business, if there is a significant change in the ownership of the Requestor, or if the Requestor dies. The Requestor, its successor in interest, or its personal representative will immediately notify the State in writing of any change in status that would implicate this paragraph.

Effect of Termination. If the contract is terminated under this section, the State will cancel all Requestor IDs associated with the Requestor's account.

**If the contract is terminated for cause, then the Requestor agrees to erase or otherwise destroy from its records any VTR data provided from the State.**

## 8. COMPLIANCE WITH LAWS

The Requestor shall comply with all applicable federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this contract. By signing this agreement, the Requestor certifies that he or she will comply with the provisions of the federal DPPAs, including, but not limited to, limiting usage to the permissible uses under that Acts.

## 9. AMENDMENTS

Any changes in the terms and conditions of this contract must be enacted by a written amendment, executed by all parties to this contract.

## 10. LIMITATION OF LIABILITY

The Requestor shall save harmless the State from any liability which may arise from the Requestor's use of the VTR database, and the State makes no representation or warranty as to the use, result, or accuracy of data contained therein.

## 11. PRIOR CONTRACTS SUPERSEDED

This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings and/or written agreements between the State and the Requestor respecting the subject matter described herein.

SAMPLE

## 12. SIGNATORY AUTHORITY

The undersigned for the Requestor represents and warrants that he/she is an officer of the organization for which he/she has executed this contract and that he/she has the full and complete authority to enter into this contract on behalf of the Requestor.

IN TESTIMONY HEREOF, the parties to this contract have caused these presents to be executed in duplicate counterparts.

_____
THE REQUESTOR

BY: _____
Signature

_____
Name and Title

_____
Address

_____
City, State, and Zip Code

_____
Date

_____
Telephone Number

( ) Sole Proprietorship _____
Social Security Number * or Employer I.D. Number

( ) Partnership _____
Employer I.D. Number or Tax Number *

( ) Corporation _____
Employer I.D. Number or Tax Number *

*** Note:** For record keeping purposes your Social Security Number, Employer I.D., or Tax Number are requested. However, you are not required by law to provide this information and may do so voluntarily.

---

**FOR STATE PURPOSES ONLY:**

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Motor Vehicle Board for the purpose and effect of activating and/or carrying out the orders and established policies or work programs heretofore approved and authorized by the Texas Motor Vehicle Board.

BY: _____
Signature

Rebecca Davio, Ph.D., Director Vehicle Titles and Registration Division

_____
Date

***** PLEASE KEEP A COPY OF THIS CONTRACT *****

SAMPLE

**ATTACHMENT A:**
**CERTIFICATION OF USE**

***Note:*** *Effective December 1, 2000, the State may release privacy protected personal information contained in motor vehicle records (MVRs), as defined in 18 U.S.C. §2725 and Transportation Code, Sec. 730.003~~,~~ only if the Requestor certifies its intended uses of the information in this Attachment. Certified intended uses include only those uses for which the Requestor itself will actually employ the information; certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Requestor. If the Requestor's intended use of the information is not one of the permitted uses, the State will not release the privacy protected personal information.*

**Please <u>INITIAL</u> (do not check or enter "Y") the intended use(s) for which the VTR Database and Weekly Updates are requested, if applicable, and complete the Certification statement on page 2:**

## PERMITTED USES:

**(I) A.** For use in connection with any matter of:

____ (1) motor vehicle or motor vehicle operator safety;
____ (2) motor vehicle theft;
____ (3) motor vehicle emissions;
____ (4) motor vehicle product alterations, recalls, or advisories;
____ (5) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; or
____ (6) removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of:
(a) the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 et seq.;
(b) 49 U.S.C. Chapters 301, 305, 323, 325, 327, 329, and 331;
(c) the Anti Car Theft Act of 1992, 18 U.S.C. Sections 553, 981, 982, 2119, 2312, 2313, and 2322, 19 U.S.C. Sections 1646b and 1646c, and 42 U.S.C. Section 3750a et seq., all as amended;
(d) the Clean Air Act, 42 U.S.C. Section 7401 et seq., as amended; or
(e) any other statute or regulation enacted or adopted under or in relation to a law included in Paragraphs (a)-(d).

**B.** Use will be strictly limited to use by:

____ (1) a government agency, including any court or law enforcement agency, in carrying out its functions; or
____ (2) a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.

**(II) A.** Use in connection with a matter of:

____ (1) motor vehicle or motor vehicle operator safety;
____ (2) motor vehicle theft;
____ (3) motor vehicle product alterations, recalls, or advisories;
____ (4) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;
____ (5) motor vehicle market research activities, including survey research; or
____ (6) removal of non-owner records from the original owner records of motor vehicle manufacturers.

SAMPLE

**B.** Use in the normal course of business by a legitimate business or an agent, employee, or contractor of the business, but only:

____ (1) to verify the accuracy of personal information submitted by the individual to the business or an agent, employee, or contractor of the business; and

____ (2) if the information as submitted is not correct or is no longer correct, to obtain the correct information for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.

**C.** Use in conjunction:

____ With a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.

**D.** Use in:

____ Research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.

**E.** Use by:

____ An insurer or insurance support organization, or by a self-insured entity, or an agent, employee, or contractor of the entity, in connection with claims investigation activities, antifraud activities, rating, or underwriting.

**F.** Use in:

____ Providing notice to an owner of a towed or impounded vehicle.

**G.** Use by:

____ A licensed private investigator agency or licensed security service for a purpose permitted under this section.

**H.** Use by:

____ An employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313.

**I.** Use in:

____ Connection with the operation of a private toll transportation facility.

**J.** Use for:

____ Any other purpose <u>specifically authorized by law</u> that relates to the operation of a motor vehicle or to public safety. Please cite the specific law:

_____

_____

_____

SAMPLE

# CERTIFICATION

**I, _____, the Requestor, certify that the intended use of the requested VTR database information will be for the Permitted Use(s) initialed above.**

_____
(THE REQUESTOR)

BY: _____
(Signature)

_____
(Name and Title)

_____
(Date)

SAMPLE

**Contract Exhibit A**
**TDI RFO No. 11-SKM-TxSure VIV**

# To be added prior to contract execution.

SAMPLE

**Contract Exhibit B**
**Contractor's Response to TDI RFO No. 11-SKM-TxSure VIV**

# To be added prior to contract execution.

SAMPLE

# Texas Department of Insurance
TexasSure
RFO No: 11-SKM-TxSure VIV

# Request for Offers
## TexasSure Vehicle Insurance Verification

## ADDENDUM NO. 1
Issued 7/29/10

### Revised Language
This Addendum No. 1 hereby forms and is made a part of Request for Offers No. 11-SKM-TxSure VIV. The following changes have been made to the RFO. The Respondent should include a copy of this addendum as a part of the RFO response to be considered responsive.

*Original Language:*

1.1. Schedule of Events

The schedule for contract award and RFO events is indicated in Table 1. TDI reserves the right to amend the schedule.

Table 1 Schedule of RFO Events

| Date | Event |
|---|---|
| Thursday, July 1, 2010 | RFO issued; published on the ESBD |
| Tuesday, July 27, 2010; at 10:30 a.m., Central Time, Austin, Texas | Non-mandatory Pre-Proposal Conference |
| Tuesday, July 27, 2010; 3 p.m., Central Time, Austin, Texas | Deadline for Submission of Written Questions. |
| Friday, July 30, 2010; 12 p.m., Central Time, Austin, Texas | Deadline to request a copy of the CJIS security requirements. |
| Friday, August 6, 2010 | Addendum containing responses to Written Questions Posted on the Electronic State Business Daily |
| Monday, November 8, 2010; 10 a.m., Central Time, Austin, Texas | Deadline for submission of Offers |
| January 3, 2011 | Anticipated Contract Award |

*Revised Language:*

1.1. Schedule of Events

The schedule for contract award and RFO events is indicated in Table 1. TDI reserves the right to amend the schedule.

Table 2 Schedule of RFO Events

| Date | Event |
|---|---|
| Thursday, July 1, 2010 | RFO issued; published on the ESBD |
| Tuesday, July 27, 2010; at 10:30 a.m., Central Time, Austin, Texas | Non-mandatory Pre-Proposal Conference |
| Tuesday, July 27, 2010; 3 p.m., Central Time, Austin, Texas | Deadline for Submission of Written Questions. |
| Tuesday, August 31, 2010; 12 p.m., Central Time, Austin, Texas | Deadline to request a copy of the CJIS security requirements. |
| Friday, August 6, 2010 | Addendum containing responses to Written Questions Posted on the Electronic State Business Daily |
| Monday, November 8, 2010; 10 a.m., Central Time, Austin, Texas | Deadline for submission of Offers |
| January 3, 2011 | Anticipated Contract Award |

*Original Language:*

2.8. Security

6. Respondents shall obtain copies of the CJIS security requirements by submitting a Non-Disclosure Agreement (see Exhibit 3 to this RFO) to the DPS Contact Person, Cheryl Garren, prior to the submission of their Response. The deadline to request a copy of the CJIS security requirement is July 30, 2010, 12 p.m., Central Time, Austin, Texas. A Non-Disclosure Agreement with original signatures must be submitted for each staff person reviewing the CJIS security requirements, but only one (1) copy will be released to the Respondent. Respondent is prohibited from making any copies of these requirements, and must return all copies of the CJIS security requirements with the RFO Response. Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process. Signed copies of the Non-disclosure Agreement must be submitted to the following:

*Revised Language:*

2.8. Security

6. Respondents shall obtain copies of the CJIS security requirements by submitting a Non-Disclosure Agreement (see Exhibit 3 to this RFO) to the DPS Contact Person, Cheryl Garren, prior to the submission of their Response. The deadline to request a copy of the CJIS security requirement is August 31, 2010, 12 p.m., Central Time, Austin, Texas. A Non-Disclosure Agreement with original signatures must be submitted for each staff person reviewing the CJIS security requirements, but only one (1) copy will be released to the Respondent. Respondent is prohibited from making any copies of these requirements, and must return all copies of the CJIS security requirements with the RFO Response. Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process. Signed copies of the Non-disclosure Agreement must be submitted to the following:

*Original Language:*

4.1.1. As instructed in RFO Section 2.8 item 6, Respondent must obtain copies of the CJIS security requirements by July 30, 2010, 12 p.m., Central Time, Austin, Texas. Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process.

*Revised Language:*

4.1.1. As instructed in RFO Section 2.8 item 6, Respondent must obtain copies of the CJIS security requirements by August 31, 2010, 12 p.m., Central Time, Austin, Texas. Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process.

*Original Language:*

2.22. Schedule and Delivery of Services

Respondents are required to provide a time phased schedule for each service required for the continuation of the TexasSure project. The target dates must be expressed in terms of "D" plus "X" where "D" represents the contract award date and "X" represents the number of calendar days subsequent to contract award that the milestone will be accomplished.

The TexasSure program must be ready to accept insurer and State data and begin testing by January 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall begin parallel testing on or before March 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall have the program tested, approved and ready to assume full operation by November 1, 2011.

*Original Language:*

2.22. Schedule and Delivery of Services

Respondents are required to provide a time phased schedule for each service required for the continuation of the TexasSure project. The target dates must be expressed in terms of "D" plus "X" where "D" represents the contract award date and "X" represents the number of calendar days subsequent to contract award that the milestone will be accomplished.

The TexasSure program must be ready to accept insurer and State data and begin testing by March 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall begin parallel testing on or before May 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall have the program tested, approved and ready to assume full operation by November 1, 2011.

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**Acknowledgement of Receipt and Review of Addendum**

Respondents shall acknowledge receipt and review of this Addendum No. 1 to RFO No. 11-SKM-TxSure VIV by signing below and submitting this signed acknowledgement in and with the response to your offer which is due at 10:00 a.m. on 11/08/10.

_____

Print Name and Title

_____

Signature

# Texas Department of Insurance
TexasSure
RFO No: 11-SKM-TxSure VIV

# Request for Offers
## TexasSure Vehicle Insurance Verification

## ADDENDUM NO. 2
Issued 8/6/2010

The following questions were submitted in response to the above referenced Request for Offers (RFO) in accordance with RFO Section 1.22. Please review the questions and Texas Department of Insurance (TDI) responses. Note: some questions have been modified from their original language for clarification, readability, or to combine similar questions.

A. RFO Revisions.

1. Section 4.2.2 Instructions for Submitting Offers
   a. Original Language.
   All offers/responses must be typewritten and legible, and the Respondent must sign the original copies of the RFO in ink. Failure to manually sign the RFO automatically disqualifies the offer. The person signing the offer must demonstrate the title or authority to bind the Respondent in a contract. All offers submitted must be bound, organized, and arranged to correspond directly with the numbered sections of this RFO. All pages must be numbered. Failure to arrange the offer in the manner set forth in this RFO may result in disqualification. Conciseness and clarity of content must be emphasized. In responding, the Respondent must provide all information that the Respondent believes would be helpful to TDI in establishing its ability to perform the services described in this RFO and to comply with the requirements of this RFO and any resulting contract.

   b. Revised Language.
   All offers/responses must be typewritten and legible, and the Respondent must sign the original copies of the RFO Letter of Transmittal (referenced in Section 4.3) in ink. Failure to manually sign the RFO Letter of Transmittal automatically disqualifies the offer. All offers submitted must be bound, organized, and arranged to correspond directly with the numbered sections of this RFO. All pages must be numbered. Failure to arrange the offer in the manner set forth in this RFO may result in disqualification. Conciseness and clarity of content must be emphasized. In responding, the Respondent must provide all information that the Respondent believes would be helpful to TDI in establishing its ability to perform the services described in this RFO and to comply with the requirements of this RFO and any resulting contract.

2. Section 4.8.2 Respondent Identification.
   a. Original Language.
   Respondent must provide its Respondent ID Number (Vendor ID #), full firm name and address of Respondent (Respondent must enter in the block provided if not printed). The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Respondent must enter this number in the spaces provided on page 1 of this RFO, if the number is not printed. If this

number is not known, the Respondent must provide its Federal Employer's Identification Number (or Social Security Number for sole owners).

b. Revised Language.
This section has been deleted in its entirety.

3. Section 4.5.5.a. Insurance/Bonds
   a. Original Language.
   Within five (5) business days of executing any contract related to this RFO, Selected Respondent(s) must furnish to TDI proof of the insurance coverages outlined below.

   b. Revised Language.
   Within fifteen (15) business days of executing any contract related to this RFO, Selected Respondent(s) must furnish to TDI proof of the insurance coverages outlined below.

## B. General Questions

1. The RFO states: "All offers/responses must be typewritten and legible, and the Respondent must sign the original copies of the RFO in ink. Failure to manually sign the RFO automatically disqualifies the offer." Does this indicate that a copy of the soliciting document needs to be submitted and signed, in addition to our response?
   *Response: Section 4.2.2 has been revised; see section A1 of this addendum for the revised requirements.*

2. The RFO states: "Respondent must provide its Respondent ID Number (Vendor ID #), full firm name and address of Respondent (Respondent must enter in the block provided if not printed). The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Respondent must enter this number in the spaces provided on page 1 of this RFO, if the number is not printed. If this number is not known, the Respondent must provide its Federal Employer's Identification Number (or Social Security Number for sole owners)." As in the question above, does a copy of the RFO need to be submitted? In addition, page 1 of the RFO is the cover page, and there are no spaces/blocks provided for insertion of a tax ID number there, on the page immediately following the TOC, or anywhere else in the document.
   *Response: Section 4.8.2, has been revised; see section A2 of this addendum for the revised requirements.*

3. Why is TexasSure being rebid instead of extending the existing contract?
   *Response: Texas Transportation Code §601.453(c) states: "A contract under this section may not have a term of more than five years."*

4. What is the contract value of the award to HDI for the current TexasSure project?
   *Response: The value of Contract Amendment No. 4, for services through November 5, 2010, is $15,778,113.00.*

5. Is there an incumbent vendor? If yes, who is that vendor?
   *Response: The prime vendor is HDI Solutions, Inc.*

6. Can you clarify the requirements of Key Staff on page 87 (RFO Section 4.5.3)?
   *Response: Key Staff includes those staff appointed by the Selected Respondent to provide significant services or management in connection with services required in this RFO. Key Staff may include project management staff, communications staff, lead developers and programmers, technical advisors, etc.*

7. What if Respondent is establishing a new tax entity for this contract? How can the financial requirements for RFO Section 4.5.3 be met? Will the financials from the predecessor company suffice?
   *Response: Section 4.5.4 requires Respondents to provide evidence that they offer the financial responsibility, capacity and solvency necessary to perform the requirements of this procurement and lists specific information that must be included with the response.*

8. What if the Respondent does not have audited financial statements? Will un-audited statements suffice?
   *Response: Section 4.5.4(a) requires Respondent to submit three (3) most recent annual CPA-audited financial reports.*

9. Following the award of the contract, when does the state begin to pay the vendor?
   *Response: The State and Selected Respondent will establish a Statement of Work and establish progress payment milestones. Payment will be based on meeting the established milestones.*

10. In RFO Section 4.5.5 (Dishonesty Bonding) will the State accept a Letter of Credit (LOC) in lieu of a bond?
    *Response: Respondents may make an exception to the bond requirement in RFO Section 4.5.5 for consideration by TDI and the other implementing agencies.*

11. Is Sandi Morgan's Fax number 512-463-6159 per the cover page or 512-463-5169? ( see page 19 #1.22)
    *Response: 512-463-6159.*

12. Will preferential treatment be given to contracts that include HUB sub contractors?
    *Response: No.*

13. Will all HUB and Non-HUB responses be evaluated equally?
    *Response: Yes.*

14. How do you mark items confidential to comply with RFO Section 1.10.1.17? Can financial statements be marked as such (RFO Section 4.5.4)?
    *Response: Respondents may consult with its own legal counsel to determine how to mark any documents provided to TDI as confidential. To the extent that Respondents identify a document as confidential, TDI will comply with the requirements of the Texas Public Information Act, Chapter 552, Government Code, to determine whether the information is excepted from disclosure.*

15. What is the correct period to obtain appropriate insurance and bonds? 5 days or 15 days after receipt of contract?
    *Response: RFO Section 4.5.5(a) has been revised; see section A3 of this addendum for the revised requirements.*

16. The TDI link, http://www.tdi.state.tx.us/auto/frvp_company.html#about has the following:

    About the Vendor

    The Texas Department of Insurance, in conjunction with the TxDMV, DPS, and DIR, awarded the contract for the financial responsibility verification program to HDI Solutions, Inc. HDI Solutions and its partners TransCore L.P., Insure-Rite, Inc., and Verification Solutions have developed similar database programs in other parts of the country.

    Will any or all of the four companies listed above participate in the current RFO referenced above? What can the Selected Respondent expect to inherit from them in winning the current RFO? Will any hardware, software, technologies, intellectual properties, etc. be passed along?
    *Response: The Selected Respondent will provide all services as detailed in the RFO.*

17. Per RFO Section 1.10.1.17. Texas Public Information Act of the RFO, when can we submit requests for all "Responsive Offers" pertaining to the above referenced RFO? Furthermore, can we request copies of the "Selected Respondent(s)" RFO submitted by HDI Solutions, Inc. and its partners TransCore L.P., Insure-Rite, Inc., and Verification Solutions in 2006?
    *Response: Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Section 552.104 of the Texas Government Code provides that information "which, if released, would give advantage to a competitor or bidder" need not be disclosed under the Public Information Act. Tex. Gov't Code §552.104. In the event of a request for "Responsive Offers," TDI will comply with the requirements of the Texas Public Information Act, Chapter 552, Government Code, to determine whether the requested information is excepted from disclosure.*

C. Questions Related to Service 1 – TexasSure Matching and Query Response Program

1. What is the expected timing for completion of the reporting requirements for the commercial automobile insurers? Will commercial vehicles be included prior to the contract or after the contract? If after the contract, how can one discuss or negotiate with the state if this is restricted?
   *Response: A time line has not been developed for this task. However, Respondents may assume that commercial automobile insurance policies will not be required to be reported to TexasSure before summer 2011. Refer to RFO Section 2.4.1 #5 for information on commercial auto insurance reporting.*

2. How will Respondent receive commercial data?
   *Response: Commercial auto insurance policies will be reported via the same transmission process as personal auto insurance policies. Refer to RFO Section 2.4.1 #5.*

3. Are there any plans to modify the frequency of data transmissions from insurers and State agencies? (i.e. from weekly to daily or near-real time?)
   *Response: Not at this time.*

4. Will the current business rules for matching algorithm be provided? Can you provide the current match algorithm including any fuzzy logic that is used in the current program?
   *Response: No. It is the responsibility of the Selected Respondent to provide this expertise.*

5. To what extent is the Selected Respondent responsible for retrieving, converting, and incorporating data from the program currently in operation?
   *Response: The current program vendor will transfer data to the Selected Respondent for incorporation. The Selected Respondent must ensure no loss of data or gap in services.*

6. Can we get a sample of all the reports (RFO Section 2.4.6)? Can we get copy of web page reports for ongoing verification (RFO Section 2.4.6)?
   *Response: No. As stated, the detailed list of reports and logs and specific requirements for each report or log will be finalized with the Selected Respondent.*

7. Can we use one database instead of two, but maintain the data integrity required for vehicle and driver license records separately?
   *Response: Yes. As stated in RFO Section 2.4, Respondent shall detail how the data will be synchronized at all times during production.*

8. Can you describe more clearly the requirements for documentation deliverables in RFO Section 2.4.8 #1 and #5?

*Response: A project management plan, as defined in the PMBOK Guide Third Edition, is a formal, approved document that defines how the project is executed, monitored and controlled. It may be summary or detailed and may be composed of one or more subsidiary management plans and other planning documents. The objective of a project management plan is to define the approach to be used by the Project team to deliver the intended project management scope of the project. Methodology is the method, process, and/or procedures the Selected Respondent will follow for any particular development or operational task.*

9. Does the SOW cover only non-commercial vehicles?
   *Response: RFO Section 2.4.1 #5 references the receipt of commercial auto insurance data.*

10. Since the DMV uses VIN Analysis software, would it be correct to say "the state VIN in the DMV DB is the correct one"?
    *Response: Respondents should proceed with the assumption that, when choosing between State data and insurer data, the State data is the accurate source.*

11. Do all the insurance companies report their data via ftp?
    *Response: Yes.*

12. Would Texas consider an alternative approach to large data transmission of vehicle and driver data to the vendor?
    *Response: Respondent's proposal must address the requirements as listed in the RFO. However, Respondent may also propose an optional approach for the consideration of the implementing agencies.*

D. Questions Related to Service 2 – Web Services

1. What is the current status of Web Reporting requirements and reporting? Has there been any serious consideration of use by insurers?
   *Response: The Web Services Alternate Test Program is being tested by the current vendor and two participating insurance companies. The final design of this alternate reporting method has not been determined. The implementing agencies have not solicited a commitment from insurers for the future use of this process.*

2. Web services reporting by insurance companies – is the matching module to be developed a part of the reporting or is it a separate service to be used by insurance companies?
   *Response: The matching module is a separate service to be offered to insurance companies.*

3. What is the format of the data to be submitted by insurance companies via web services?
   *Response: Insurers who opt to participate in Web Services will be required to report the full book of business data in the same format as database insurers.*

4. The current TexasSure System requires a web-based component with standards promoted by the IICMVA (Insurance Industry Committee on Motor Vehicle Administration). While there appears to be no direct references in RFO No. 11-SKM-TxSure VIV to IICMVA, the RFO does clearly indicate that such a method will again be required. Such a system, as detailed on pages 16, 28 and 32 of the "User Guide" under publications at iicmva.com, would be in clear violation of both State and Federal law. DPPA laws make clear that broadcast emails with names and addresses cannot be sent to hundreds of insurers… or any other type of entity or person. We assume that, along with the accuracy and response problems of that approach, this has been the main reason it has not been implemented in Texas, despite being contracted for in 2006. The "Web Services Test Program Reporting Guide and User Manual, Version 1.1" is referenced in the RFO. It still includes such elements.

Please advise if TDI intends to require and plans to contract, for an IICMVA standard product using RFO No. 11-SKM-TxSure VIV and with these requirements or will entertain an alternative that, while using IICMVA standard protocols, will remain legal.
*Response: The RFO indicates the current requirements for the TexasSure program.*

5. The "Web Services Test Program Reporting Guide and User Manual, Version 1.1" referenced above is identical to the IICMVA User Guide also referenced above, in its use of the terms "Confirmed" and "Unconfirmed." The term "Unconfirmed" has led to many citations in States that have attempted to use the IICMVA system later seen to have been incorrect. As a result, law enforcement has increasingly abandoned use of those systems. Is there any plan to modify that terminology and to correct errors so that insurers will respond with known status?
*Response: The RFO indicates the current requirements for the TexasSure program.*

6. Insurer responses using the IICMVA system in other States have routinely included disclaimers regarding accuracy. This then, leaves the State itself as the only litigation target for those with damages as the result of inaccurate data. That effectively removes any chance of legal redress. Will the RFO and/or the Web Services Test Program User Guide referenced above be modified to correct this problem?
*Response: The RFO indicates the current requirements for the TexasSure program.*

7. Enforcement is a critical component of any insurance verification and compliance system. At this time, law enforcement in other States that have tried to use the IICMVA standard system have largely abandoned its use at roadside. The RFO does not appear to allow any alternatives to what has failed elsewhere for law enforcement. Is there any possibility that the RFO might be modified to allow a slightly modified system that will resolve these problems?
*Response: The RFO indicates the current requirements for the TexasSure program.*

8. In RFO Section 2.5, do Web services for insurance verification need to be available in November, 2011, if already implemented?
*Response: Yes.*

E. Questions Related to Service 3 – Customer Notices and Call Center

1. Can we route overflow calls to Ohio? (RFO Section 2.6.2.1 #7)
*Response: Respondent should include their proposed process to provide these services in Exhibit 1.*

2. What type of IVR responses do we need to capture? What are you currently doing today?
*Response: The IVR must be capable of receiving responses pursuant to current Unmatched and Uninsured Notices.*

3. What type of envelopes do you use? (Standard window and non-window #10 and #9)?
*Response: Standard window envelopes.*

4. Does the customer facing website need to have any other language translation?
*Response: As stated in RFO Section 2.6.2.1 #10, all call center services must be available in both English and Spanish. This includes CSR services, IVR, website, and mail.*

5. Paragraph 10 of RFO Section 2.6.2.1 states that "All call center services must be available in both English and Spanish. CSR staff must utilize language line services to accommodate customers speaking other languages." Does Texas have a list of other languages that should be supported by the language line services?
*Response: No.*

6. How are unmatched and uninsured notices selected to ensure that the limit on the number of mailings does not exceed the weekly limits?
   *Response: The Selected Respondent is expected to develop and employ a process to ensure that mailings do not exceed the weekly limit.*

7. Define a closed transaction from RFO Section 2.6.2.2 #4. Is the transaction closed if the customer response is inadequate, or unmatched? Please provide clear definitions of "resolved".
   *Response: The Selected Respondent and State will jointly establish the methodology and business rules to apply to this process.*

8. What is the reason for customer call back (RFO Section 2.6.2.2 #2)?
   *Response: Reasons may include obtaining more complete information, closing out a special case that required additional research, or completing a transaction that was begun via IVR or Web but not fully completed.*

9. Is the Selected Respondent accepting verbal verification from insurance companies or do we need a policy (RFO Section 2.6.2.2.2 #4)?
   *Response: A verbal response from an insurance company representative may be acceptable.*

10. Is there a current website that customers can use to provide the on-line services described in RFO Section 2.6.2.1? If so, what is the URL?
    *Response: www.TexasSureHelp.com.*

11. Will a policy declaration page from the customer satisfy the requirement for verification without contacting the insurance company?
    *Response: The Selected Respondent and State will jointly establish the methodology and business rules to apply to this process.*

12. Can agents be contacted to receive verification in lieu of insurance companies?
    *Response: The Selected Respondent and State will jointly establish the methodology and business rules to apply to this process.*

13. Where do we locate Call Center within Texas to get approval by State?
    *Response: The requirement in RFO Section 2.6.2.1 #1 clearly and simply states that the call center must be located in Texas unless the Selected Respondent can clearly demonstrate that another U.S. location is in the best interest and value of the State. The call center location must be approved by TDI.*

F. Questions Related to Service 4 – Disaster Recovery

1. Should the disaster recovery site for call center be in Texas?
   *Response: This is not a requirement of the RFO.*

2. Should the disaster recovery site for applications to be hosted be in TX?
   *Response: This is not a requirement of the RFO.*

3. What are the data redundancy requirements? For example, data backup and/or system images will need to be backed-up across X number of disks and to Y number of physical locations.
   *Response: Respondent should include their proposal for data redundancy in Exhibit 1, and shall ensure that the proposed disaster recovery plan complies with all applicable standards as referenced in RFO Section 2.7 #4.*

G. General Questions Related to Part II - Specifications

1. The RFO states that by Jan 1, 2011 insurer and State data must be ready to be accepted. However, this is prior to the Jan 3rd contract award date. Is the Jan 1 date correct?
   *Response: See Addendum No. 1.*

2. Define parallel testing on 3/1/2011. (page 60)
   *Response: In this instance, parallel testing indicates that the Selected Respondent will provide services simultaneous to the existing TexasSure program, allowing for continued testing, monitoring, and refinement of the current system.*

3. What should be the technology platform to develop and host the solution? Will the Selected Respondent be responsible for hosting the solution or will TDI host the solution?
   *Response: The Selected Respondent is responsible for hosting the solution, as well as determining the technology platform best suited for the process. The technology platform must comply with the requirements of the RFO.*

4. What technology platform, programming language, and type of database is each of the elements of TexasSure built on?
   *Response: The Selected Respondent is responsible for providing the solution that meets the requirements of the RFO.*

5. Do we need to be using brand new technology equipment (servers, PC, telecommunication, networking, etc) or will used equipment be acceptable as long as it is on maintenance?
   *Response: Used equipment under maintenance is acceptable, provided the total solution meets the requirements of the RFO.*

6. Will the Selected Respondent have to purchase new hardware to host the TexasSure program or will the current TexasSure hardware be used?
   *Response: Current TexasSure hardware will be available; however, Respondent should be aware that the current hardware will be utilized by the current vendor until the end of the contract term. Therefore, that hardware will not be available for development and testing.*

7. Does Texas expect the Selected Respondent to continue using all existing elements of TexasSure software or develop new software that meets the TexasSure requirements? If the existing software is to be used, can the Selected Respondent enhance or rewrite elements of the system to improve functionality and performance? Can the response to the RFO include options for system improvement?
   *Response: The Selected Respondent is responsible for providing the solution and any applicable software or software development. Respondent's proposal must address the requirements as listed in the RFO. However, Respondent may also propose an optional approach for the consideration of the implementing agencies.*

8. Please advise how equal protection and enforcement under the law will be accomplished as the RFO appears to address only vehicles registered in Texas and ignores all others in the State.
   *Response: The Texas Transportation Code allows for several methods to comply with Texas financial responsibility laws; only one of these methods is TexasSure.*

9. The RFO does not appear to address SR-22/26 reporting other than to mention collection of data. Please advise if the current collection and reporting system for such provisional insurance is currently a part of the TexasSure system or is that handled in another manner? If so, please advise which Division of Government is currently handling it.

*Response: Insurer data does not indicate if a policy was obtained to meet SR-22/26 requirements; all insurance policy records that meet minimum liability requirements are reported to TexasSure following the established reporting format. SR-22/26 information it utilized by the Texas Department of Public Safety and is not an element of TexasSure.*

10. While Lien Holder data is collected, it remains unclear if that data is then provided to lien holders themselves. If so, please advise if it is insurers or government that then provides such status data to the lien holders.
    *Response: Lien Holder information is collected by the Texas Department of Motor Vehicles in the Vehicle Title and Registration system as part of their routine business. This data is not utilized by TexasSure except as may be applicable in the matching process, and is not provided to any entities by TexasSure.*

11. In RFO Section 2.17.1.2 what is a reasonable cost for TDI deployment of independent contractor?
    *Response: Selected Respondent is responsible for providing the solution that meets the requirements of the RFO.*

12. In RFO Section 2.19, what federal provisions will the OAG request, which will not be part of the RFO reports requirements?
    *Response: The specific federal requirements necessary will not be known until the dollar amount of the contract and specifics regarding data transmission are determined.*

13. Is there an existing turnover plan that we can receive a copy of and review at this juncture? Does Texas have a Turnover Plan with its current vendor? Is it possible to make the plan available as part of the RFO?
    *Response: No.*

14. Has the OAG ever asked for a file under the provision in RFO Section 2.19? If so what did they pay for this service?
    *Response: No.*

15. Does the Respondent provide a Project Plan, Project Work Plan etc, for each requested Service or integrated Service or integrated documents?
    *Response: Either approach is acceptable.*

16. Do we need to work with IBM in regards to all decisions being made regarding the data centers and telecommunication services?
    *Response: The Selected Respondent will be provided with appropriate contacts for these services and processes associated with these services.*

17. Do we need to use change management methodology recommended by Texas or can we use our own methodology?
    *Response: As stated in RFO Section 2.10, Selected Respondent shall establish a change management process that complies with Title 1, Texas Administrative Code, Section 202.*

18. Do changes in SOW result in time and material compensation?
    *Response: RFO Section 2.10 details the Change Management process and provides for documentation and approval of any change that may impact cost.*

19. Does the selected respondent get compensated to develop additional functionalities and adding new features?
    *Response: RFO Section 2.10 details the Change Management process and provides for documentation and approval of any change that may impact cost.*

20. Is the state aware of SOW changes on milestones and deliverables?
    *Response: RFO Section 2.10 details the Change Management process and provides for documentation and approval of any change.*

18. What are the specifications on data center physical security? For example, locked cabinet, locked cage, guarded entry, or no physical security? Please answer for both production, developmental, and backup systems.
    *Response: All cabinets at the data center are locked, and this applies to all systems - PROD, DEV, Backup. Regarding physical access to the State Data Center (SDC), there is a two-factor authentication system in place. A two-factor authentication requires the user to provide two means of identification – usually a physical item (such as a security badge or ID card) and a personal or memorized item (such as a security code or PIN). E.g., an ATM card has a two-factor authentication – the card itself and the PIN.*

19. Does Texas have ownership of the source code of all of the elements of the current TexasSure software? If not, which elements does it own and which will have to be rewritten or provided by the Selected Respondent?
    *Response: Selected Respondent is responsible for providing the solution that meets the requirements of the RFO.*

20. To what extent is the current vendor using of the Texas State Data Center, Internet service, and telephone systems (including IVR)? On what terms is Texas providing these to the vendor?
    *Response: The project's equipment is housed at the State Data Center (SDC). The current vendor however, doesn't obtain IVR, Internet access, etc., from IBM at the SDC. Internet and data transport services are provided as follows: DIR provides the internet services while AT&T provides "Data Transport" services.*

## Acknowledgement of Receipt and Review of Addendum

Respondents shall acknowledge receipt and review of this Addendum No. 2 to RFO No. 11-SKM-TxSure VIV by signing below and submitting this signed acknowledgement in and with the response to your offer which is due at 10:00 a.m. on 11/08/10.

_____
Print Name and Title

_____
Signature

**TexasSure Vehicle Insurance Verification**
**Request for Proposals No. 11-SKM-TXSURE VIV**
**Pre-Proposal Conference**
**July 27, 2010**
**All Attendees Including TDI Staff Must Sign In**

| Name | Title | Company Name | Company Address | Telephone Number |
|---|---|---|---|---|
| Cheryl Hurley | Program Manager | VESystems LLC | 6 Venture Irvine, CA 92618 | 949-275-5220 |
| Joel Stoick | DBA | VeSystems | 6 " " | " " |
| Jim Wilkerson | E.V.P. | HDI Solutions | 1510 Plum Hollow, Auburn, AL | 334-663-4032 |
| Melissa Mashell | Director | RFD & Assc. | 401 Congress Austin TX | 512-608-2632 |
| Mariano Cavazuno | President | Texas Gateway | 1304 West Aus. 78701 | 512 474.1847 |
| Bill Peek | Vice Pres | EKHP Consulting | 425 Oak Springs Dr Seguin 78155 | 512-925-4541 |
| Kellen Dunham | Vice Pres | AIB, Inc. | 305 NE Loop 820 #500 Hurst TX 76053 | 817-590-4675 |
| Erin Wood | Legal | " | " | " |
| Mike Dunham | ~~Vice~~ Prez. | " | " | " |
| Zach Dunham | Vice Pres. | " | " | " |
| Jonathan Miller | ~~TPSC~~ President | TPSC | 919 Congress Ave #500 Austin, Tx 78701 | 512-476-0616 |
| Joe Garcia | Consultant. | " | " | 512-476-0616 |
| Brian Hall | Tivoli Rep | IBM | 400 W 15th St Austin TX | 917-287-4506 |
| Balajee Thanganelu | IT | PASCO, Inc. | 1140 Terex Rd, Hudson OH 44236 | 330-655-7000 |
| Pato Spitalieri | President | " | " | " |
| Jerry Dike | Consultant | HDI | 3810 Tannerick Aust 78727 | 512-751-0571 |
| Charles Pecchio | President | VeriSol | PO Box 548, Kingston GA 30145 | 678-986-9310 |

**TexasSure Vehicle Insurance Verification**
**Request for Proposals No. 11-SKM-TXSURE VIV**
**Pre-Proposal Conference**
**July 27, 2010**
**All Attendees Including TDI Staff Must Sign In**

| Name | Title | Company Name | Company Address | Telephone Number |
|---|---|---|---|---|
| Kate Connolly | Client Exec | HP | Austin TX | 512 828 9034 |
| Vicki McCullough | Dir. MKtg | Business Int Co | Austin TX | 512.949.2211 |
| STANLEY COHEN | CFO | AIDO | PLANO, TX | 214.[illegible].3429 |
| Avi Brecher | President | -"- | -"- | 214.546.9139 |
| Roy Hogan | Sr. Cons-Hart | Strategic Partnerships | Austin, TX | 512-531-3900 |
| John Deering | Client Executive | IBM | Austin, TX | 512-286-6014 |
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**TexasSure Vehicle Insurance Verification**
**Request for Proposals No. 11-SKM-TXSURE VIV**
**Pre-Proposal Conference**
**July 27, 2010**
**All Attendees Including TDI Staff Must Sign In**

| Name | Title | Company Name | Company Address | Telephone Number |
|---|---|---|---|---|
| Brian Bell | DIR Contract Monitor | DIR | | 475-4903 |
| Regina Durden | | TDI | | 51782 |
| SANDI MORGAN | Purchasing Dir. | TDI | 333 Guadalupe, AUSTIN | 305-8201 |
| TENA WATSON | Prog Manager | DPS | | 424 7205 |
| Cheryl Garren | Asst. Manager | DPS | | 424-5002 |
| Candy Sutherland | Mgmt Analyst | DMV | | 302-2375 |
| Evelyn Burkhart | TxSure coordinator | TDI | | 305-7201 |
| Cynthia Reyna | Legal | TDI | | 463-6102 |
| Iris Saenz | P&C | TDI | | 4755308 |
| Colette Blevins | | TDI | | 322 3525 |
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# Texas Department of Insurance

TexasSure

RFO No: 11-SKM-TxSure VIV

# Request for Offers

## TexasSure Vehicle Insurance Verification

## ADDENDUM NO. 3

Issued 8/13/2010

This Addendum No. 3 hereby forms and is made a part of Request for Offers (RFO) No. 11-SKM-TxSure VIV. The following documents from the July 26, 2010, pre-bid conference are included and incorporated as a part of the RFO.

1. Pre-Bid Conference - Sign-In Sheets
   Document Name: 11-SKM-TxSure Addendum 3 Attch1 (SignIn).PDF

2. Pre-Bid Conference – HUB Power Point Presentation
   Document Name: 11-SKM-TxSure Addendum 3 Attch2 (HUBPPT).PDF

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**Acknowledgement of Receipt and Review of Addendum**

Respondents shall acknowledge receipt and review of this Addendum No. 1 to RFO No. 11-SKM-TxSure VIV by signing below and submitting this signed acknowledgement in and with the response to your offer which is due at 10:00 a.m. on 11/08/10.

_____

Print Name and Title

_____

Signature

# TEXAS DEPARTMENT OF INSURANCE (TDI)

**TexasSure Program**

**Request for Proposal: 11-SKM-TxSure VIV**

**Vendor Conference: July 27, 2010**

**(10:30 a.m. – 12:00 p.m.)**

# Introductions

- Sandi Morgan - Purchasing & Contract Administration Division (PCAD)
- Melissa Burkhart – Project Manager (Property & Casualty\General Management)
- Cynthia Villarreal-Reyna - Legal Services, Agency Counsel
- Regina B. Durden - HUB Program Administrator

# Vendor Conference Agenda

1. Introductions
2. Procurement Activities
3. RFO Overview
4. HUB Presentation
5. Submit Questions - Break
6. Preliminary Responses to Questions
7. Closing Comments

# TDI Procurement Roles

- **PCAD** - Responsible for procurement activity
- **Program** (Property & Casualty) - Responsible for project scope, requirements, performance, results, evaluation, and monitoring
- **HUB** Program – Responsible for monitoring HUB activity
- **Legal** – Questions and answers regarding legal issues

# Procurement Activities

- Main Point of Contact for all questions & answers
- Sole TDI Contact: Sandi Morgan
- PCAD will handle/coordinate:
  - Procurement schedule
  - Submission requirements
  - Solicitation changes
  - Oversee screening & evaluation
  - Award information

# RFO Overview

- Section 1 – General Information
- Section 2 – Specifications
- Section 3 – Terms and Conditions
- Section 4 – Mandatory Response Requirements
- Appendix
- Exhibits

# RFO Section 1: General Information

- RFO Instructions
- Definitions
- Evaluation
- General Terms Governing the RFO

# Procurement Schedule

| | |
|---|---|
| RFO Release Date | July 1, 2010 |
| Pre Proposal Conference | July 27, 2010 |
| Written Questions Due | July 27, 2010 3:00 |
| CJIS Security Requirements | ~~July 30, 2010~~ |
| | August 31, 2010 |
| TDI Posts Addendum | August 6, 2010 |
| Proposals Due | November 8, 2010 |
| Anticipated Contract Execution | January 3, 2011 |

# CJIS Requirement

Section 2.8

- Respondents shall obtain copies of the CJIS security requirements by submitting a Non-Disclosure Agreement (see Exhibit 3 to this RFO).
- Respondents must submit the agreement to DPS Contact Person, Cheryl Garren, prior to the submission of their Response.
- The deadline to request a copy of the CJIS security requirement has been extended to August 31 , 12 p.m., Central Time, Austin, Texas.
- Respondents are prohibited from making any copies of these requirements, and must return all copies of the CJIS security requirements with the RFO Response.
- Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process.

# Contract Term

- Initial contract period: Execution Date until August 31, 2013.

- TDI may extend the term of the contract:
  - in it's sole discretion
  - for up to two years
  - In such lengths of time as may be agreed between parties

# RFO Section 2: Specifications

- Overview
- Description of Required Services
- Qualifications of Respondents

# General Overview

- TDI is requesting sealed competitive offers from individuals and/or entities for the continuation of the TexasSure Vehicle Insurance Verification program (TexasSure), in accordance with Texas Transportation Code, Subchapter N, § 601.451 – 601.454.

- The State will select a vendor to operate and maintain the established program. The Selected Respondent must have the TexasSure program tested, approved and ready to assume full operation by November 1, 2011.

- Texas Department of Insurance (TDI) is the lead state agency responsible for origination and issuance of this RFO.

# Implementing Agencies

The successful Respondent will participate in a contract with the following agencies otherwise referred in the RFO as the "Implementing Agencies." They include:

- Texas Department of Insurance (TDI)
- Texas Department of Public Safety (DPS)
- Texas Department of Motor Vehicles (TxDMV)
- Texas Department of Information Resources (DIR).

The implementing agencies established the Texas Sure program which matches vehicles insured on a personal auto insurance policy to registered vehicles and licensed drivers in the State of Texas. During the initial operation of TexasSure, the reporting of vehicles on a commercial auto policy was optional; however, this may become mandatory in 2011. Insurance information, driver license information, and vehicle registration information is reported to the vendor on a weekly basis.

# Section 3 Terms and Conditions

- Terms and Conditions govern the conduct of the RFO process and become part of any contract executed.
- Respondent must list all exceptions, reservations and limitations to the terms and conditions of the RFO, including TDI's Terms and Conditions set forth in Part III of this RFO.
- Respondents may not raise additional issues during contract discussions or negotiations, and TDI may take all stated exceptions, reservations, or limitations to the RFO's terms and conditions into account during proposal evaluation.
- Any exception to this RFO may result in the disqualification of the proposal.

# RFO Section 4: Proposal Format and Content

- Respondent Documents
- Instructions for Submitting Proposals
- Format and Content - Parts 1 and 2

# Proposal Format & Content Respondent Documents

- All documents that are related to this RFO are referred to as "Respondent Documents."
- Offers/responses must include copies of ALL applicable Respondent documents including, but not limited to, license agreements, warranty information, maintenance information and support information.
- TDI reserves the right to reject all Respondent documents that are not included or submitted with RFO Responses. Respondent documents that are not submitted with Respondent's RFO response will not be accepted or considered part of the response or any resulting contract.

# Proposal Format & Content
# Proposal Submission

**Each proposal must consist of the following Parts:**
**Part 1 – Business Proposal, and Part 2 – Mandatory Pricing Form.**

- **Business Proposal.** Respondents must
  - submit a Business Proposal that includes all items addressed in Sections 4.3 through 4.11 of the Mandatory Response Requirements;
  - submit one (1) original and twelve (12) copies of its offer, and must sign the original copy in ink.
  - submit twelve (12) electronic copies of its offer on compact disc, which at the minimum is compatible with Microsoft Office XP; and
  - submit the business proposal in a binder with tabs labeled with Section 4.3 through 4.11 of the RFO. Respondents may add tabs if providing additional information.

- **Mandatory Pricing Form.** Respondents must
  - submit a Mandatory Pricing Form as described in Section 4.12 of the RFO;
  - submit one (1) original and four (4) copies of the Mandatory Pricing Form;
  - submit four (4) electronic copies of the Mandatory Pricing Form on compact disc, compatible with Microsoft Office XP; and
  - submit the Mandatory Pricing form in a separate binder from the Business Proposal.

# HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS

# Agenda Topics

- Section 1.24 of the RFO
- HUB Subcontracting Plan for the RFO is required
- Self Performance HSP
- HSP Prime Contractor Progress Assessment Report

# Historically Underutilized Business Participation Requirements

- HUB Participation Goals
- Potential Subcontracting Opportunities
- Vendor Intends to Subcontract
- Minority or Women Trade Organizations
- Self Performance
- HSP Changes After Contract Award
- Reporting and Compliance with the HSP

**If HSP is inadequate, response will be rejected**

# HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: ***11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.***

**- - Agency Special Instructions/Additional Requirements - -**

**SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION**

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. Solicitation #: _____

**SECTION 2 - SUBCONTRACTING INTENTIONS**

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

☐ - **Yes, I will be subcontracting portion(s) of the contract.**
**(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)**

☐ - **No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.**
**(If No, complete SECTION 9 and 10.)**

| Line Item # - Subcontracting Opportunity Description | Line Item # - Subcontracting Opportunity Description |
|---|---|
| ( #1) - | (#11) - |
| ( #2) - | (#12) - |
| ( #3) - | (#13) - |
| ( #4) - | (#14) - |
| ( #5) - | (#15) - |
| ( #6) - | (#16) - |
| ( #7) - | (#17) - |
| ( #8) - | (#18) - |
| ( #9) - | (#19) - |
| (#10) - | (#20) - |

*If you have more than twenty subcontracting opportunities, a continuation page is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc

*Rev. 10/07*

Page 1

**HSP Information Page**

HUB GOALS

Special reminders and instructions

Company Information

# HUB SUBCONTRACTING PLAN (HSP)

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

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**- - Agency Special Instructions/Additional Requirements - -**

**SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION**

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. Solicitation #: _____

**SECTION 2 - SUBCONTRACTING INTENTIONS**

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

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| ( #6) - | (#16) - |
| ( #7) - | (#17) - |
| ( #8) - | (#18) - |
| ( #9) - | (#19) - |
| (#10) - | (#20) - |

*If you have more than twenty subcontracting opportunities, a continuation page is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc

Rev. 10/07

Page 1

HSP Information Page

# HSP Information Page

**Subcontracting Declaration**

**Enter subcontracting opportunities**

**If more than 20 subcontracting opportunities, click the link provided to continue adding**

## HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: ***11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.***

**- - Agency Special Instructions/Additional Requirements - -**

**SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION**

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. Solicitation #: _____

**SECTION 2 - SUBCONTRACTING INTENTIONS**

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

☐ - **Yes, I will be subcontracting portion(s) of the contract.**
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| ( #8) - | (#18) - |
| ( #9) - | (#19) - |
| (#10) - | (#20) - |

*If you have more than twenty subcontracting opportunities, a continuation page is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc

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Page 1

**One page for each area subcontracted (listed on page 1)**

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc.

**SECTION 3** - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

**SECTION 4** - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5** - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6** - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at http://www2.cpa.state.tx.us/cmbl/cmblhub.html, and its HUB Directory, found at http://www2.cpa.state.tx.us/cmbl/hubonly.html, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**SECTION 7** - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

**SECTION 8** - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

_____

_____



**HSP Information Page**

# List Line # and Subcontracting Opportunity

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc.

**SECTION 3** - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

**SECTION 4** - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5** - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6** - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at http://www2.cpa.state.tx.us/cmbl/cmblhub.html, and its HUB Directory, found at http://www2.cpa.state.tx.us/cmbl/hubonly.html, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**SECTION 7** - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

**SECTION 8** - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

_____

_____



**HSP Information Page**

# HSP Information Page

**Protégé performing the work**

**Skip to Sections 8 and 10**

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc.

**SECTION 3** - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

**SECTION 4** - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5** - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6** - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at http://www2.cpa.state.tx.us/cmbl/cmblhub.html, and its HUB Directory, found at http://www2.cpa.state.tx.us/cmbl/hubonly.html, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

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**SECTION 7** - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

**SECTION 8** - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

_____

_____

# HSP Information Page

**Professional Services Category**

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc.

**SECTION 3** - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

**SECTION 4** - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5** - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6** - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at http://www2.cpa.state.tx.us/cmbl/cmblhub.html, and its HUB Directory, found at http://www2.cpa.state.tx.us/cmbl/hubonly.html, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

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**SECTION 7** - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

**SECTION 8** - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

_____

_____

# HSP Information Page

**Good Faith Efforts to find/include Texas Certified HUB Vendors**

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

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**SECTION 3** - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

**SECTION 4** - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5** - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6** - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at http://www2.cpa.state.tx.us/cmbl/cmblhub.html, and its HUB Directory, found at http://www2.cpa.state.tx.us/cmbl/hubonly.html, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

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**SECTION 7** - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

**SECTION 8** - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

_____

_____

# HSP Information Page

**Contact HUB Trade Organization**

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc.

**SECTION 3** - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

**SECTION 4** - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

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**SECTION 5** - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

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**SECTION 6** - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

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**SECTION 7** - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

**SECTION 8** - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

_____

_____

# HSP Information Page

**Written Notification Requirements**

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

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**SECTION 3** - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

**SECTION 4** - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5** - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6** - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at http://www2.cpa.state.tx.us/cmbl/cmblhub.html, and its HUB Directory, found at http://www2.cpa.state.tx.us/cmbl/hubonly.html, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**SECTION 7** - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

**SECTION 8** - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

_____

_____

# HSP Information Page

**List 3 HUBs Contacted for this Subcontracting Opportunity**

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc.

**SECTION 3** - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

**SECTION 4** - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5** - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6** - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at http://www2.cpa.state.tx.us/cmbl/cmblhub.html, and its HUB Directory, found at http://www2.cpa.state.tx.us/cmbl/hubonly.html, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**SECTION 7** - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

**SECTION 8** - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

_____

_____

# HSP Information Page

**List Subs Selected (HUBs & Non-HUBs) for this Subcontracting Opportunity**

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc.

**SECTION 3** - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

**SECTION 4** - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5** - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6** - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

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| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

**SECTION 8** - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

_____

_____

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# HSP Information Page

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc.

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| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |
| | | / / | ☐ - Yes ☐ - No |

**SECTION 8** - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| | | % | $ | ☐ - Yes ☐ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

_____

_____



**Reason why HUB was not selected for this Subcontracting Opportunity**

**Self Performance Explanation**

**Signature Affirms that True and Correct Information is Provided**

# HSP Information Page

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

**SECTION 9** - SELF PERFORMANCE JUSTIFICATION
(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

☐ - Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

☐ - No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

**SECTION 10** - AFFIRMATION

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

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at *http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls*).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

| Signature | Printed Name | Title | Date |
|---|---|---|---|

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# HSP Prime Contractor Progress Assessment Report

- **Required with <u>ALL</u> Pay Requests**
- **List <u>ALL</u> Sub payments (HUBs & Non-HUBs)**

ATTACHMENT "E"

## HUB Subcontracting Plan (HSP)

## Prime Contractor Progress Assessment Report

***This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.***

Contract#/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID#: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to Contractor: $ _____ -

### *Report HUB <u>and</u> Non-HUB subcontractor information*

| Subcontractor's Name | Subcontractor's VID or HUB Certificate Number | *Texas Certified HUB? (Yes or No) | Total Contract $ Amount from HSP with Subcontractor | Total $ Amount Paid This Reporting Period to Subcontractor | Total Contract $ Amount Paid to Date to Subcontractor | Object Code (Agency Use Only) |
|---|---|---|---|---|---|---|
| | | | $ - | $ - | $ - | |
| | | | $ - | $ - | $ - | |
| | | | $ - | $ - | $ - | |
| | | | $ - | $ - | $ - | |
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| | | TOTALS: | $ - | $ - | $ - | |

Signature: _____ Title: _____ Date: _____

# HSP Assistance from TPASS

**HUB Subcontracting Plan (HSP) Forms**

**Step-by-step instructions and an audio on "*How to Complete an HSP*" is located on the Comptroller of Public Accounts (CPA) Texas Procurement and Support Services (TPASS) website at:**

**http://www.cpa.state.tx.us/procurement/prog/hub/hub-forms/**

**HUB Subcontracting Plan Instructional Video**

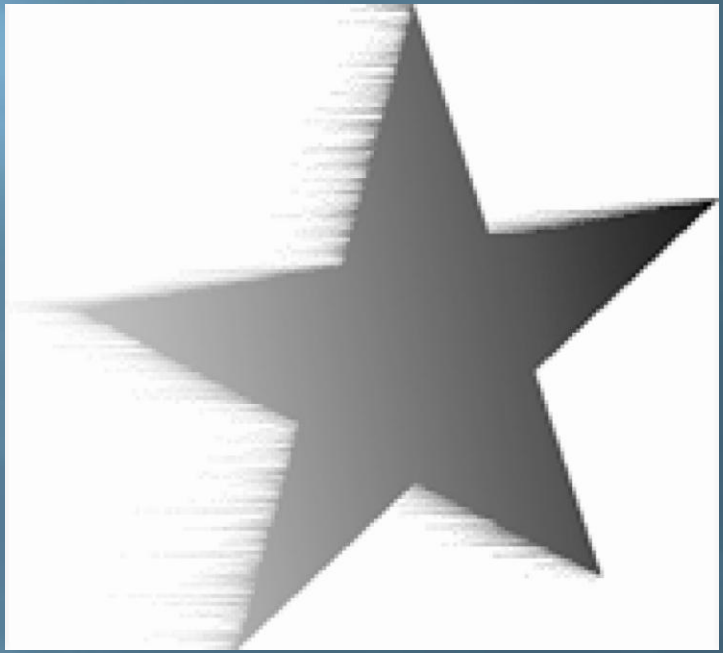
Play Windows Media Version (7.7 MB download)

Play Quicktime (mp4) version (24 MB download)

Play Macromedia Flash version (10.8 MB download)

Read Video Transcript (.rtf file) (160 K download)

# TEXAS DEPARTMENT OF INSURANCE (TDI)



Question Submittal

Followed by Break

# Tentative Responses to Vendor Questions

- Non-binding verbal answers to vendor questions may be provided here today.

- ***Sole point of contact*** for further inquiries concerning this RFO is:

**Sandi Morgan**, Purchaser
Purchasing & Contract Administration
Texas Department of Insurance
333 Guadalupe
Austin, Texas 78711
Fax (512) 463-6159
Email sandi.morgan@TDI.state.tx.us

# Closing Comments

# Texas Department of Insurance
TexasSure
RFO No: 11-SKM-TxSure VIV

# Request for Offers
## TexasSure Vehicle Insurance Verification

## ADDENDUM NO. 4
Issued 9/20/2010

This Addendum No. 4 hereby forms and is made a part of Request for Offers (RFO) No. 11-SKM-TxSure VIV. There was an error when setting up the formulas in Exhibit 2: Mandatory Pricing Form worksheet entitled "Form 2 – Service 1 – TexasSure Matching and Query Response Program (RFO Section 2.4) in cells E31 and F31. Therefore this error has been corrected and is made available.

Form 2-Service 1 cell E31 was amended to add formula Sum (E32-E35).

The other formula was in F31. The correction to cell E31 also correct this cell.

---

**Acknowledgement of Receipt and Review of Addendum**

Respondents shall acknowledge receipt and review of this Addendum No. 4 to RFO No. 11-SKM-TxSure VIV by signing below and submitting this signed acknowledgement in and with the response to your offer which is due at 10:00 a.m. on 11/08/10.

_____
Print Name and Title

_____
Signature

## Form 2: Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | Total PO | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| **Program Development - TOTAL** | **$ -** | | | | | **$ -** | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Maintenance - TOTAL** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Program Operation** | | | | | | | | | | |
| Operations | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Operation - TOTAL** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |

# Texas Department of Insurance

TexasSure

RFO No: 11-SKM-TxSure VIV

# Request for Offers

## TexasSure Vehicle Insurance Verification

## ADDENDUM NO. 5

Issued 10/18/2010

This Addendum No. 5 hereby forms and is made a part of Request for Offers (RFO) No. 11-SKM-TxSure VIV. TDI has adjusted the size of some columns so that the amounts entered will display.

---

**Acknowledgement of Receipt and Review of Addendum**

Respondents shall acknowledge receipt and review of this Addendum No. 5 to RFO No. 11-SKM-TxSure VIV by signing below and submitting this signed acknowledgement in and with the response to your offer which is due at 10:00 a.m. on 11/08/10.

_____

Print Name and Title

_____

Signature

# Exhibit 2:

# MANDATORY PRICING FORM

Important Note:
Respondents must use an electronic version of Exhibit 2 to respond
(available as an MS Excel download with the RFO materials)

# Exhibit 2 - Mandatory Pricing Form
# Instructions

This exhibit of the RFO contains specific pricing requirements that the Respondent shall submit as its financial proposal and to document any relevant assumptions. The Respondent shall respond to this Exhibit according the instructions provided below.

## General Instructions

1. Respondent shall use the electronic version of this Exhibit (available as an Excel download with the RFO materials) to respond to the requirements. The Respondent should not make any changes to formatting or text styles in the document. Respondent must not merge or change the format of any cells in the document.
2. Respondent shall save the file as the original filename prefixed with a three-letter Respondent identifier (e.g., “ABC_11-SKM-TxSure VIV_Exhibit 2.xls”), where “ABC” is replaced with a three-letter acronym identifying the Respondent. All files submitted by the Respondent should use the same three-letter identifier.
3. Respondent shall return the completed file, with the new file name, as part of its response to the RFO.
4. All expenses provided shall be in TDI fiscal years (FY), September 1 through August 31.
5. Respondent will provide pricing based on the assumption that all development will be completed in FY 2011, and operations and maintenance will begin November 1, 2011 (FY 2012).
6. TDI will reimburse only for the months of actual service.
7. Respondent shall not provide information in cells that are grayed out. These and other cells that do not require data entry will be locked and will not allow changes by the Respondent.
8. On Forms 2 - 5 and 8, Respondent shall detail pricing for the initial three (3) year term as well as the two (2) optional years.

## Response Instructions

### Form 1: Summary of Fees

Respondent shall not enter information on this form. This form reflects the total price for Program Development, Program Maintenance, and Program Operations based on the information supplied by Respondent in Forms 2-5.

### Form 2: Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4).

### Form 3: Service 2 - Web Services (RFO Section 2.5)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 2 -Web Services (RFO Section 2.5).

### Form 4a: Service 3 - Customer Notices (RFO Section 2.6.1)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 3 - Customer Notices (RFO Section 2.6.1). For Program Operations, Respondent shall provide pricing for three (3) operating levels based on the number of letters mailed per week. Pricing submitted for operations at 25,000 letters per week will be used in the evaluation of responses to this RFO.

### Form 4b: Service 3 - Call Center (RFO Section 2.6.2)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 3 - Call Center (RFO Section 2.6.2). For Program Operations, Respondent shall provide pricing for three (3) operating levels based on the number of transactions per month. Pricing submitted for operations at 30,000 transactions per month will be used in the evaluation of responses to this RFO.

### Form 5: Service 4 - Disaster Recovery (RFO Section 2.7)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 4 - Disaster Recovery (RFO Section 2.7).

### Form 6: Hardware and Software

Respondent shall use this form to detail all hardware and software included in the system solution, to include pricing.

### Form 7: Assumptions

Respondent shall document key assumptions affecting price, schedule and/or functionality. If no assumptions or impacts are specified, it will be assumed that there are none. TDI understands that the prices of some services and products are decreasing and may continue to decrease into the future. In that regard, TDI expects Respondent to identify those services and products on Form 7 for which it will guarantee price reductions over the term of the contract through declining unit rate pricing year over year.

### Form 8: OAG Data File

Respondent shall use this form to provide pricing for the development, maintenance and operation of providing a monthly data file to the OAG (RFO Section 2.19). The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

# Exhibit 2 - Mandatory Pricing Form

## Form 1: Summary of Fees

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)** | | | | | | | | | | |
| Program Development | $ - | | | | | $ - | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Service 2 - Web Services (RFO Section 2.5)** | | | | | | | | | | |
| Program Development | $ - | | | | | $ - | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Service 3 - Customer Notices and Call Center (RFO Section 2.6)** | | | | | | | | | | |
| Program Development | $ - | | | | | $ - | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Service 4 - Disaster Recovery (RFO Section 2.7)** | | | | | | | | | | |
| Program Development | $ - | | | | | $ - | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Summary of Fees** | | | | | | | | | | |
| Service 1 (RFO Section 2.4) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Service 2 (RFO Section 2.5) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Service 3 (RFO Section 2.6) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Service 4 (RFO Section 2.7) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Total Costs** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **OAG Data File (RFO Section 2.19) **** | | | | | | | | | | |
| Program Development | $ - | | | | | $ - | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

** The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

## Form 2: Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

# Form 3: Service 2 - Web Services (RFO Section 2.5)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Module for Company Use (RFO Sec 2.5.2) | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Module for Company Use (RFO Sec 2.5.2) | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

# Form 4a: Service 3 - Customer Notices (RFO Section 2.6.1)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| @ 15,000 letters/week | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Postage * | | | $ - | | $ - | $ - | | $ - | | $ - |
| NCOA (or similar service) * | | | $ - | | $ - | $ - | | $ - | | $ - |
| @ 25,000 letters/week ** | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Postage * | | | $ - | | $ - | $ - | | $ - | | $ - |
| NCOA (or similar service) * | | | $ - | | $ - | $ - | | $ - | | $ - |
| @ 50,000 letters/week | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Postage * | | | $ - | | $ - | $ - | | $ - | | $ - |
| NCOA (or similar service) * | | | $ - | | $ - | $ - | | $ - | | $ - |

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

* TDI will reimburse for actual costs incurred only

** Pricing submitted for operations at 25,000 letters per week will be used in the evaluation of responses to this RFO.

# Form 4b: Service 3 - Call Center (RFO Section 2.6.2)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| @ 15,000 transactions*/month | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Per Transaction over 15,000 | | | $ - | | $ - | $ - | | $ - | | $ - |
| @ 30,000 transactions*/month ** | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Per Transaction over 30,000 | | | $ - | | $ - | $ - | | $ - | | $ - |
| @ 60,000 transactions*/month | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Operations and overhead | | | $ - | | $ - | $ - | | $ - | | $ - |
| Per Transaction over 60,000 | | | $ - | | $ - | $ - | | $ - | | $ - |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

* A transaction is defined as an individual case number or reference code that has been resolved and completed following customer response(s).

** Pricing submitted for operations at 30,000 transactions per month will be used in the evaluation of responses to this RFO.

# Form 5: Service 4 - Disaster Recovery (RFO Section 2.7)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

# Form 6: Hardware and Software

Respondent will detail all hardware and software included in the system solution. Respondent will indicate the service(s) for which the hardware/software will be used, using the RFO Section number as the identifier.

| Item | HW or SW | Service(s) [RFO Section] | Cost |
|---|---|---|---|
| | | | |
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# Form 7: Assumptions

Respondent will provide all assumptions used in pricing these services. Respondent will annotate those assumptions that will impact price.

| | Price Impact Y/N | RFO Section Reference | Description |
|---|---|---|---|
| 1 | | | |
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| 25 | | | |

# Form 8: OAG Data File (RFO Section 2.19)

The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ - | | | | | $ - | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |

**Contract Exhibit B**

# Contractor's Response and Any Clarifications to TDI RFO No. 11-SKM-TxSure VIV

ONLINE | IVS

INSURANCE VERIFICATION SERVICES

Powered by HDI Solutions and Insure-Rite

# Response to Request for Offers for TDI No. 11-SKM-TxSure VIV

## Business Proposal – COPY

*Submitted to the State of Texas, Department of Insurance*

## November 8, 2010

1510 Pumphrey Avenue • Auburn, AL 36832 • Phone: (800) 282-0999 • Fax: (334) 821-0738
Auburn, Alabama • San Marcos, Texas • Jackson, Mississippi • Little Rock, Arkansas
Salisbury, Maryland • Colorado Springs, Colorado

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November 8, 2010

Ms. Sandi Morgan
Purchasing and Contract Administration
Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104

Dear Ms. Morgan:

HDI Solutions, Inc. (HDI) and Insure-Rite, Inc. comprise the ONLINE|IVS team. HDI serves as the prime contractor and Insure-Rite as the subcontractor. We are pleased to submit the following proposal in response to the Texas Department of Insurance (TDI) Request for Offers TDI No. 11-SKM-TxSure VIV. We believe our team's unparalleled Financial Responsibility Verification experience and commitment to customer service, coupled with our quoted price, offer an unbeatable value to the State of Texas. We can fully accomplish all the requirements of the RFP and its addenda in the required timeframe.

Our team is capable and committed to provide the services required by TDI in the RFO. Our proposal for these services is valid for 180 calendar days from the date the proposal is delivered to TDI. This can be extended upon request.

HDI has reviewed and accepts the Affirmations and Certifications contained in Section 1.1.10 of this RFO. Our response to section 1.1.10 may be found in Tab 4 (Part I: General Information) of this proposal. HDI has not included any additional terms and conditions in our proposal above and beyond those outlined within the RFO.

As President and CEO of HDI Solutions, Inc., the prime contractor, I am legally authorized to bind HDI to the terms and conditions contained in the RFO and to compliance with the information and representations submitted in this proposal. I certify that the information provided in this proposal is complete and accurate. HDI fully accepts the terms and conditions of the contract that will result from the RFO.

We welcome the opportunity to reply to any questions concerning our proposal, or to provide any additional information that may be helpful to assist you in awarding the contract. We stand ready to participate in any presentation, system demonstrations, and/or negotiations desired by TDI. We look forward to the opportunity to continue providing our services for the TexasSure program to the Texas Department of Insurance, the implementing agencies and the State of Texas.

Sincerely,

William R. Mixon, Jr.
President and CEO
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
(334) 466-3017 (office)
(334) 466-6947 (fax)
bill.mixon@hdisolutions.com

# EXECUTIVE SUMMARY

HDI Solutions, Inc., in conjunction with Insure-Rite, Inc., is pleased to offer our ONLINE|IVS Insurance Verification Services to the Texas Department of Insurance (TDI). We are proud to have developed ONLINE|IVS to power the TexasSure Vehicle Insurance Verification system and are pleased to offer this proposal to continue providing TDI with our state-of-the-art, event-based vehicle insurance verification system designed to produce accurate and timely insurance verification information for vehicles registered in Texas. Additionally, ONLINE|IVS offers TDI the ongoing verification processes to assist TDI in meeting its legislative mandate to reduce the number of uninsured motorists operating in the State of Texas. As compared to other states, TDI's RFO requires a very unique VIV solution. As the incumbent vendor, only the ONLINE|IVS team has the combination of experience, talent, and proven success to meet the challenges TDI has presented. We look forward to continuing to work with TDI to accomplish the goals of the TexasSure program.

**The ONLINE|IVS team is pleased to offer our services for the *continued* success of the TexasSure program.**

## The History of TexasSure

The TexasSure Vehicle Insurance Verification Program (TexasSure) was developed by the Texas Department of Insurance (TDI) in conjunction with the Texas Department of Public Safety (DPS), the Texas Department of Motor Vehicles (TxDMV) and the Texas Department of Information Resources (DIR) in response to Senate Bill 1670, passed by the 79th Texas Legislature. SB 1670 required the State to develop a system whereby the State could identify whether motor vehicle owners had established financial responsibility. TDI was charged with finding a system that was most likely to reduce the number of uninsured motorists operating vehicles on Texas roadways. Per Section 601.452 of the Texas Transportation Code, the system itself needed to operate reliably, be cost-effective, protect the privacy of motor vehicle owners, safeguard the security and integrity or information provided by insurance companies, employ a method of compliance ensuring public confidence, provide timely and accurate information, and have the capability of being audited by an independent auditor.

**Together, TDI, DPS, TxDMV, DIR and the ONLINE|IVS team have created the nation's *only* partnership capable of successfully fulfilling the mandates of SB 1670.**

In 2006, HDI Solutions, Inc. was awarded the contract to provide the services for TexasSure. Along with our teaming partner, Insure-Rite, HDI developed a system that has met the requirements mentioned above and has allowed TDI and the other implementing agencies to remain in compliance with the specifications outlined in SB 1670 as well as Section 601.452 of the Texas Transportation Code.

When the program began, of the approximately 20 million vehicles driven in Texas, more than 1 in 5 did not maintain financial responsibility. In 2006, the State had no way of stopping the problem. Today, however, with the help of ONLINE|IVS, the State can identify the millions of vehicles currently in violation of Texas' FRV laws. Creating and implementing a solution that fulfilled the mandates of SB 1670 for a state the size of Texas required a team with experience. The ONLINE|IVS team has extensive experience in insurance data-matching, processing millions of inquiries quickly and accurately, implementing and administering Financial Responsibility Verification (FRV) programs for other states. Additionally, the ONLINE|IVS team's ability to meet industry standards and the ability to employ cutting edge technologies allows TDI to seek less obtrusive and more efficient ways to enforce the State's financial responsibility laws.

In addition to the system that the ONLINE|IVS team developed, HDI also operates the Texas Ongoing Verification Program associated with this project. Through this portion of the project, HDI sends Unmatched and Uninsured notices to motor vehicle owners and processes customer responses to the Unmatched and Uninsured notices through our call center utilizing live customer service operators, website, return mail, and our Interactive Voice Response (IVR) system.

The ONLINE|IVS team was able to provide the solution and the actual experience that allowed TDI to fulfill the SB 1670 mandate. Today, the ONLINE|IVS team is the only team with firsthand experience, a history of success, and a good working knowledge of the program. The ONLINE|IVS team

is the best team to continue providing the services outlined in this RFO.

## The ONLINE|IVS Advantage

The ONLINE|IVS team is composed of two companies that represent the industry's best practices for: insurance data matching; event based verification procedures; large-scale database construction and administration; ongoing verification programs; and web-based verification procedures.

**The ONLINE|IVS team represents the industry's *best* practices for implementing VIV services.**

The members of our team are:

**HDI Solutions, Inc. (HDI)** is the developer and ongoing administrator of Alabama's Financial Responsibility Verification Program. HDI also provides similar services for a variety of state clients in other industries. In addition, HDI provides extensive data matching, warehousing, and mining services for 18 state Medicaid programs with expenditures of more than $61 billion, or approximately one quarter of the nation's $250 billion Medicaid expense.

**Insure-Rite, Inc.** created the nation's first system (for the state of Utah) to *proactively* identify uninsured motorists as well as the nation's first real-time 24/7/365 provision of insurance verification services to law enforcement operating on the street. With 15 years of proven success, Insure-Rite is the only company to have repeated independent audits confirm their accuracy and success. All areas of state and local government validate its effectiveness and efficiency. Its data matching service is unparalleled in the industry.

## The ONLINE|IVS Solution

ONLINE|IVS is a vehicle insurance verification system that was designed specifically to ensure TDI could meet its mandated goals for a system that is secure, measurable, accurate, reliable and timely.

### SECURE|IVS

- Complies with CJIS guidelines.
- 128 bit SSL encryption.
- Resides in DIR's secure data center.
- VPN and Private Line centric.
- Use of most technologically advanced hardware elements for security.
- Use of most technologically advanced software elements for security.
- Designed for both security and ease of use for law enforcement transactions.
- Complete protection of insurer, state agency, and driver information.
- Company history of almost 30 years of no security or confidentiality breaches.

### MEASURABLE|IVS

- Full audit trails of all transactions for agency and internal audits.
- Full reporting of all data-matching metrics.
- Full reporting of all system up-time and restoral-time metrics.
- Full reporting of all query response-time metrics.
- Full reporting of all user/insurer/public satisfaction metrics.
- Full reporting of all liquidated damages related metrics.
- Tracking will occur which will set the stage for future enhancements.

### ACCURATE|IVS

- Exceeds data-matching effectiveness specified in RFO.
- Provides users with trustworthy responses to inquiries.
- Guards against needless correspondence being sent to the driving public.
- Guards against needless error reports being sent to insurers.
- Ability to pinpoint fraud as well as attempts to create the illusion of having insurance.
- Employs effective data management techniques ensuring data accuracy.

### RELIABLE|IVS

- Exceeds system up-time and restoral-time requirements of RFO.
- Employs universally recognized hardware and software components.
- Employs the nation's most successful ongoing verification process software.
- Employs the nation's most acclaimed database approach software.
- Employs the State's own dependable data center and telecom infrastructures.

- Proven record of successful processing of massive volumes (billions) of records and inquiries.

**TIMELY|IVS**

- Implemented in a matter of months after contract award.
- Project precisely managed to proposed timeline and deliverables.
- Inquiries always completed for users within allotted response times.
- Data exchange schedule with insurers and agencies always honored.
- Testing timeframes precisely managed.
- Deliverables and services always provided on time and on budget.

## ONLINE|IVS is the Best Choice

Unlike some vendors who have over-promised and under-delivered in other states, the ONLINE|IVS team has successfully developed a field-proven solution currently in production in Texas. TDI, the State of Texas and the Texas Legislature can rely on and be proud of a system that is working well.

**The ONLINE|IVS team is the *only* team with experience and proven capabilities in *every aspect* of the FRV system described in the RFO.**

We believe that no other proposal can meet the criteria set out in the RFO for demonstrated experience with the TexasSure Program. As our resumes and references indicate, the ONLINE|IVS team brings together the nation's top leaders in FRV, large-scale data warehousing, mining, and data matching. The ONLINE|IVS team stands alone in our level of demonstrated experience.

Moreover, we believe that because of our demonstrated record of experience and proven successes, the ONLINE|IVS proposal presents a project management plan that meets or exceeds TDI's standards for additional development of the project, technical requirements, interoperability standards, and maintenance/security protocols. Our proposal offers a seamless technical partnership with one single point of contact for total responsibility and accountability.

Finally, we are confident that the ONLINE|IVS services will be provided at a price, for all required services, that will allow TDI to continue using a solution that is both cost effective and efficient.

## The Future of TexasSure

The ONLINE|IVS team is unequivocally ready and willing to perform all of the services necessary to ensure TDI has a continued successful FRV program.

HDI Solutions will continue to serve as the prime contractor and Insure-Rite as a subcontractor. Together, we will develop the myriad of program changes detailed in the RFO and then will continue to successfully operate the program on an ongoing basis.

The ONLINE|IVS team is proud of our history and relationship with TDI and the other implementing agencies. We look forward to continuing this relationship through the next contract term as ONLINE|IVS is utilized to reduce the number of uninsured motorists in the State of Texas. We thank you for this opportunity to serve the State of Texas.

HDI SOLUTIONS

INSURE-RITE INCORPORATED

ONLINE|IVS
INSURANCE VERIFICATION SERVICES
Powered by HDI Solutions and Insure-Rite

# PART I- General Information

## 1.1 Purpose of the Request for Offers

HDI understands that the Texas Department of Insurance has issued this Request for Offers (RFO) to select a Respondent to operate TexasSure Vehicle Insurance Verification (TexasSure), the motor vehicle financial responsibility verification program which is outlined through the RFO. Further, HDI understands that TDI intends to select a vendor to assist TDI with the operation of this program which verifies whether owners of motor vehicles have established financial responsibility.

HDI made note of the change to the schedule of events which was made through Addendum #1 issued on July 29, 2010.

## 1.2 Availability of RFO Documents

HDI accessed the RFO documents and the associated addenda on the Electronic State Business Daily Website (http://esdb.cpa.state.tx.us/).

## 1.3 Non-Mandatory Pre-Proposal Conference

HDI attended the non-mandatory pre-proposal conference on Tuesday, July 27, 2010.

## 1.4 Schedule of Events

HDI has reviewed and understands the schedule of events as outlined in the RFO.

## 1.5 TexasSure Web Page

HDI is very familiar with the information located on the TexasSure Web Page.

## 1.6 N/A

## 1.7 Definitions

HDI has reviewed and understands the definitions.

## 1.8 Instructions to Respondents

**1.8.1** HDI will submit its proposal on or before November 8, 2010 at 10 a.m. Central Time.

**1.8.2** HDI's response will be delivered via UPS to the contact person at the address listed in the RFO.

**1.8.3** HDI understands the TDI contact(s) for day-to-day administration of the contract will be determined following the contract award. Further, HDI understands these individuals may appoint one or more delegates to assist in the day-to-day administration of the contract.

**1.8.4 N/A**

**1.8.5** HDI understands that facsimile responses to this RFO will not be accepted by TDI. HDI also understands that TDI will not consider responses that are late, illegible, incomplete or otherwise non-responsive.

**1.8.6** HDI understands that TDI is not responsible for responses received late, illegible, incomplete or otherwise non-responsive due to failure of electronic equipment or operator error.

**1.8.7** HDI has reviewed and accepts the rights that TDI has listed in this section of the RFO.

**1.9 Proposal Evaluation and Contract Award**

**1.9.1** HDI understands that TDI expects this response to provide information, evidence and demonstrations that will permit TDI to award a contract in a manner that provides the best value to TDI. HDI has included all requirements and terms and conditions. We have not assumed the opportunity will exist to add any such matters after the proposal has been submitted. HDI also understands that any unacceptable terms and conditions may cause TDI to reject the proposal, despite other factors of the evaluation.

**1.9.2** HDI has reviewed and understands the RFO review, evaluation and award phases.

**1.10 General Terms Governing the Request for Offers**

**1.10.1.1** HDI warrants that it has not been the subject of a Deceptive Unfair Trade Practices Act or any unfair business practice administrative hearing or court suit. Additionally, HDI affirms that it has no officers who have served as officers of other entities who have been the subject of Deceptive Trade Practices Act or any unfair business administrative hearing or court suit.

**1.10.1.2** HDI represents and warrants that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the contract. HDI

represents and warrants that it will also comply with the requirements of the Immigration Act of 1990, and any other applicable federal immigration law.

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

**1.10.1.4** HDI represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. Additionally, HDI warrants that it does not sell tangible personal property or services that are subject to state and local sales and use tax.

**1.10.1.5** HDI represents and warrants that it has not given, offered to give and does not intend to give at any time thereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this RFO and any resulting contract.

**1.10.1.6** HDI represents and warrants that it, nor any firm, corporation, partnership, or institution which HDI represents, nor anyone acting for any such firm, corporation or institution has violated the antitrust laws of Texas codified in Section 15.01, *et seq.* Business and Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly HDI's response to any competitor or any other person engaged in such business.

**1.10.1.7** HDI represents and warrants that it has no actual or potential conflicts of interest in providing the services to TDI under any resulting contract and that HDI's provision of services under the contract would not reasonably create an appearance of impropriety. HDI certifies that it has no financial or other interest that might tend to create a conflict of interest. HDI understands that this section does not include the payment to HDI of the compensation authorized by the terms of the contract.

**1.10.1.8** HDI represents and warrants that neither HDI nor any person or entity that will participate financially in the contract has received compensation from TDI for participation in preparation of the RFO or other specifications for this RFO and any resulting contract.

**1.10.1.9** HDI represents and warrants that it will comply with the requirements of the Americans with Disabilities Act (ADA) and any subsequent amendments.

**1.10.1.10** HDI certifies that it and the owner of the company named in this response are not ineligible to receive the specified payment and acknowledges that the contract may be terminated and/or payment may be withheld if this representation and warranty is inaccurate.

**1.10.1.11** HDI agrees that any payments under any resulting contract will be applied toward any debt, including but not limited to delinquent taxes and/or child support that is owed to the State of Texas by Respondent until the debt is paid in full.

**1.10.1.12** HDI represents and warrants that it will "Buy Texas" products and materials when they are available at a price and time comparable to products and materials produced outside the State of Texas. HDI agrees to comply with Section 2155.4441, Texas Government Code, pertaining to service contract use of products produced in the State of Texas.

**1.10.1.13** HDI certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a State agency. HDI has submitted the required information below:

| | |
|---|---|
| Name of Former Executive | Jerry L. Dike |
| Name of State Agency | Texas Department of Transportation Vehicle Titles and Registration Division |
| Date of Separation from State Agency | August 2005 |
| Position with Respondent | Consultant |
| Date of Employment with Respondent | November 2005 |

**1.10.1.14** By signature to HDI's Offer, HDI makes all of the representations, warranties, guarantees, certifications and affirmations included in this RFO.

**1.10.1.15** HDI has reviewed and understands this section.

**1.10.1.16** HDI shall indemnify and hold harmless the State of Texas and TDI, and/or their employees, agents, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of HDI or its agents, employees, subcontractors, or suppliers of subcontractors in the execution or performance of the RFO and any contract issued under the RFO regardless of the negligence of TDI, the State of Texas and/or their employees, agents, representatives, contractors, assignees, and/or designees. HDI warrants that it shall pay all costs of defense including attorney's fees. HDI understands that the defense shall be coordinated by the Office of the Attorney General of Texas State Agency Customers.

**1.10.1.17** HDI understands the information, documentation and other material in connection with this RFO or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code.

HDI considers the following sections confidential and requests that these sections be protected from disclosure. HDI understands this information may or may not be exempt from disclosure.

1. Section 4.8.4 – Names and Social Security Number. This is located in Tab We would like to request that this information be protected from disclosure. Failure to do so could result in potential identity theft and/or other harmful acts against the persons listed in this section.
2. Section 4.5.4 – Evidence of Financial Capacity. This is located in Tab 12 – Financials. We would like to request that this information be protected from disclosure. HDI is a privately owned company and not required to publically disclose its financial standing.
3. Section 4.12 – Mandatory Pricing Form. This is located in the Mandatory Pricing Form Proposal. This information is consider proprietary in nature and failure to protect it could lead to an unfair advantage to a competitor resulting in loss of future opportunities.

**1.10.1.18** HDI understands that any terms and conditions attached to a solicitation response will not be considered unless specifically referred to on this solicitation and may result in disqualification.

**10.1.1.19** HDI understands that any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

**1.10.1.20** HDI certifies that it and its principles 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 HDI is in compliance with the State of Texas statues and rules relating to procurement and that HDI is not listed on the federal government terrorism watch list as described in Executive Order 13224.

**1.10.1.21** HDI understands that acceptance of funds under any resulting contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. HDI further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. HDI will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through HDI and the requirement to cooperate is included in any subcontract awards.

**1.10.1.22** Under Section 2155.006, Texas Government Code, HDI certifies that HDI and its principal are not ineligible to receive the specified contract, and HDI further acknowledges that any resulting contract may be terminated and payment withheld if this certification is inaccurate.

**1.10.1.23** Under Section 2261.053, Texas Government Code, HDI certifies that HDI and its principal are not ineligible to receive the specified contract, and HDI further acknowledges that any resulting contract may be terminated and payment withheld if this certification is inaccurate.

**1.10.1.24** HDI represents and warrants that HDI or HDI's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, HDI has fully advised TDI as to the facts and circumstances surrounding the conviction.

**1.10.1.25** HDI is not claiming any preferences as listed in this section of the RFO.

## 1.11 Term of Contract

HDI understands the initial term of any contract resulting from this RFO will be from the date the contract is executed until August 31, 2013. Further, HDI understands that TDI, at its sole discretion, may extend the contract for up to two (2) years, in such length(s) of time as may be agreed between the parties. In the event of a contract renewal, the scope of services and deliverable dates may be negotiated.

## 1.12 Compliance with Requirements

HDI complies with all rules, regulations, and statutes relating to purchasing in the State of Texas, as well as the requirements of this RFO. HDI agrees to comply with all terms and conditions shown and made a part of this RFO. Through submitting this response, HDI agrees to comply with all requirements of the RFO and any contract, including the provisions of the following Parts of the RFO: Part I, General Information; Part II, Specifications; Part III, Terms and Conditions, and Part IV, Mandatory Response Requirements. HDI understands that all parts of this RFO are incorporated as part of any resulting contract for all purposes.

## 1.13 Independent Contractor

HDI understands it serves as an independent contractor in providing services under any contract resulting from this RFO. Further, HDI understands that HDI and HDI's employees are not employees of TDI.

## 1.14 No TDI Obligations for Costs

HDI has reviewed and accepts this section of the RFO.

## 1.15 Press Releases

HDI understands press releases pertaining to this RFO and/or any resulting contract or the services to which they are related must not be made without the prior approval of TDI. Additionally, HDI understands the disclosure of contents of offers/responses prior to the award of a contract under this RFO may result in disqualification.

## 1.16 All or None

Through this proposal, HDI has offered to provide the type of services described in this RFO. HDI understands the proposal must be "all or none," and that offers for partial services will be disqualified.

## 1.17 Misunderstanding or Lack of Information

**1.17.1** By responding to this RFO, HDI affirms it is thoroughly informed concerning all relevant facts, data and estimates which are necessary for the purpose of assembling this offer, and concerning all difficulties that may be encountered in managing or operating the project under the contract. HDI understands that no plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered will be accepted as an excuse for any failure or omission on the part of HDI to fulfill in every detail all of the requirements of the contract or will be accepted as a basis for any claim whatsoever for additional compensation.

**1.17.2** By submitting this response, HDI acknowledges and agrees that it fully understands and will abide by the terms and conditions of this RFO and that it will not make any claims for, or have any rights to, cancellation or relief without penalty because of any misunderstanding or lack of communication.

## 1.18 Compliance with RFO Requirements

Through submitting this response, acknowledging and accepting the contract, or delivering any services under the contract, HDI acknowledges, accepts and agrees to all terms of the contract with TDI based upon the terms, conditions and specifications contained in this RFO. Further, HDI understands that offers and responses do not become part of a contract or agreement with TDI unless and until they are accepted and agreed to by TDI. All parts of this RFO are incorporated as part of any resulting contract for all purposes. HDI accepts that

TDI, at its sole discretion, may disqualify an offer from consideration if TDI determines an offer is non-responsive and/or non-compliant, in whole or in part, with a requirements set forth in this RFO.

**1.19 Binding Effect of Offer**

HDI understands that, unless otherwise agreed to in writing, HDI is bound by the information and documentation contained in this offer, including prices quoted for services. HDI commits, by submitting this offer, to provide the goods and services required at the prices set forth in this offer. This offer is valid for 180 calendar days following the offer/response receipt date. HDI understands that the proposed rates must be firm and guaranteed for the entire contract period.

**1.20 Rejection of Proposal and Cancellation of RFO**

HDI has reviewed and understands this section of the RFO.

**1.21 Right to Amend, Modify or Withdraw the RFO**

HDI understands that TDI has reserved the right to alter, amend or modify any provisions of this RFO or to rescind, revoke or withdraw this RFO, in whole or in part, at any time prior to the award of any contract if it is determined by TDI to be in the best interest of TDI or the State to do so.

**1.22 Written Questions and Official Response**

HDI submitted written questions to TDI following the guidelines outlined in the RFO.

**1.23 Ambiguity, Conflict, Discrepancy, Exclusionary Specification or Omission**

HDI has reviewed and understands this section.

**1.24 Historically Underutilized Businesses (HUBs)**

Per the specifications outlined in this RFO, HDI completed the HUB Subcontracting Plan and selected two (2) subcontractors. The completed HUB Subcontracting Plan and associated documentation is located in **Tab 6- Subcontractor Information.**

**1.25 Selected Respondent's Obligations**

**1.25.1** HDI understands that, as the selected respondent, HDI will have the sole ultimate responsibility for all actions necessary to ensure that the project meets the requirements of the awarded contract, unless specifically

designated otherwise therein. Except as explicitly provided, all costs incurred in the performance of any contract awarded pursuant to this RFO shall be borne by HDI.

**1.25.2** HDI understands, as the selected respondent, HDI will be responsible for the performance of any contractual obligations that may result from an award based on this RFO and shall not be relieved of non-performance of any or all subcontractor(s).

## 1.26 Protest Procedure

HDI has reviewed and understands the protest procedure as outlined in this RFO.

## 1.27 Governing Law

HDI understands that the RFO and any resulting contract will be governed, construed and interpreted in accordance with the laws of the State of Texas (but not rules governing conflicts of law issues).

## 1.28 Venue

HDI understands that any action or proceeding related to this RFO and any resulting contract shall be brought as a separate action in Travis County, Texas, and venue is proper only in such county.

## 1.29 Additional Terms and Conditions

HDI understands that any terms and conditions attached or submitted with RFO response will not be considered by TDI unless HDI specifically refers to them and requests approval by TDI of such terms and conditions. Such terms and conditions may result in the disqualification from the RFO process.

## 1.30 Additional Language

HDI has reviewed and understands this section of the RFO.

## 1.31 Amendments

HDI understands that any resulting contract may be amended only upon the written agreement between TDI and HDI. Furthermore, HDI understands that the contract may not be amended so as to conflict with the laws of the State of Texas.

# Exhibit 1:

# SPECIFICATIONS RESPONSE FORM

Important Note:
Respondents must use an electronic version of Exhibit 1 to respond (available as an MS Word download with the RFO materials)

# Exhibit 1 – Specification Response Form

This Exhibit of the RFO contains specific functional requirements that the Respondent must meet in order to perform the requested Services. These specifications are outlined in more detail in the RFO. The Respondent shall respond to the requirements contained in this Exhibit according to the instructions provided below. The Respondent's response shall be in the prescribed format. The Respondent's response will form a basis of the evaluation.

Respondents shall provide clear, concise, and reasonable responses. The Respondent shall not postpone a response. "Respondent ABC would be happy to discuss this at a later time" is an example of a postponed response.

## General Instructions

1. The Respondent shall use the electronic version of this Exhibit (available as a download with the RFO materials) to respond to the requirements. The Respondent shall not make any changes to the formatting or text styles in the overall document. It is important that the Respondent not merge any table cells in the document.
2. The Respondent shall save the file as the original file name prefixed with a three-letter Respondent identifier (e.g. "ABC 11-SKM-TxSure VIV _Exhibit 1.doc"), where "ABC" is replaced with a three-letter acronym identifying the Respondent. All files submitted by the Respondent should use the same three-letter identifier.
3. The Respondent shall return the completed file, with the new file name, as part of its overall response to the RFO.

## Response Instructions

The Respondent shall respond to functional requirements contained in this Exhibit in **only one of the following three ways** for each of the individual cells:

1. **Describe How**: For paragraphs or sentences in the "RFO Requirements" columns that are in *"Italics"* and ask the Respondent to describe how it will meet the requirements, the Respondent shall do the following:
    a. Enter a **concise** but complete description of how the Respondent will meet the requirement in the following row. The description must be a maximum of five (5) pages. If additional information is needed to fully explain the Respondent's approach and description, the Respondent may provide an appendix to its response and clearly indicate where the additional information is located in the appendix. The Respondent should avoid referring to appendix information wherever possible for readability and conciseness of the overall RFO response.
    b. See "Examples – Format of Required Responses" below for an example of responding to this type of requirement (Ref. #E2.1 – 25).

2. **Compliance**: Most of the requirements in the Exhibit contain the expected responsibilities of the Respondent associated with the Services. These requirements are intended to elicit the concurrence of the Respondent that it will perform the requirements as written. If the Respondent has read, understood, and agrees to comply with a functional requirement **exactly as written**, the Respondent must:

a. Enter a "Y" in the "Comply Y/N" column. ("Y" stands for "Yes", and indicates that the Respondent agrees to comply with the requirement as written.)
b. If the Respondent agrees to fully comply with the Requirement, the Respondent should not enter any additional information into the cell in the "Respondent Response" column.
c. See "Examples – Format of Required Responses" below for an example of responding to this type of requirement (Ref. #E2.1 – 27).

3. Non-Compliance: If the Respondent does not agree to comply with a functional requirement as written, and/or has some modifications to functional requirement language, and/or has an alternative approach to meeting the functional requirement, the following must be done:
   a. Place the letter "N" in the "Comply Y/N" column. ("N" stands for "No", and indicates the Respondent does not agree with the requirement as written.)
   b. Copy and paste the functional requirement from the "RFO Requirements" column into the corresponding cell in the "Respondent Response" column on the right side of the page.
   c. The Respondent must then make its proposed revision to the functional requirement language by striking out word(s) and/or inserting the desired language to the text in the "Respondent Response" column. Make sure that the entire text of the original requirement is contained in the "Respondent Response" column, and strike out the original text or add proposed changes that are clearly visible in order to see the original text along with proposed changes.
   d. AFTER completing the proposed revision, the Respondent must add a concise explanation concerning the reason for the proposed revision within the cell in the "Respondent Response" column. The explanation must be separate and distinct from the marked-up text, and must come after indicating the proposed changes.
   e. The Respondent must not view the possibility of requesting changes as an opportunity to re-write the entire RFO. TDI expects the Respondent to comply with the requirements as written, and changes proposed by the Respondent should only be made for minor clarifications or if a Respondent does not agree to comply with the requirements as written.
   f. See "Examples – Format of Required Responses" below for an example of responding to this type of requirement (Ref. #E2.1 – 28).

Examples – Format of Required Responses

| RFO Sec. | RFO Requirements | Comply (Y/N) | Respondent Response |
|---|---|---|---|
| E2.1 – 25 | *The Respondent must describe its solution to meet the Problem Management requirements in the Exhibit.* | | |
| | *Response:*<br>*Respondent ABC will implement a robust Problem Management system and will use a suite of commercial software packages from Vendor 123 to track, manage, and report on problems. Respondent ABC will also ……* | | |
| E2.1 – 26 | The Respondent's responsibilities include: | | |
| E2.1 - 27 | Tracking and managing problems | Y | |
| E2.1 - 28 | Performing proactive and reactive troubleshooting to effectively identify and resolve problems. | N | Performing ~~proactive and~~ reactive troubleshooting to effectively identify and resolve problems. |

A requirement in italics indicates that the Respondent is requested to provide a description of how it will meet the requirement in the following row.

Respondent should enter a "Y" (Yes) or "N" (No) to indicate if it complies with the requirement as written.
Where a cell is shaded under the "Comply (Y/N)" column, no response is required.

If Respondent does not comply with a requirement exactly as written, Respondent must enter an "N" in the "Comply (Y/N)" column and copy the original requirement to the "Respondent Response" column. The Respondent must make proposed changes to text using "revisions" or some other method to clearly indicate changes to original text.

## Specifications Response Form

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.4. | Service 1 – TexasSure Matching and Query Response Program | | |
| | TDI requires continuation of the TexasSure matching and query response system. This overall program consists of several specific elements, which are detailed below with specific requirements and processes. TDI prefers a two (2) database solution, with a vehicle database and a driver license database. The vehicle database would incorporate vehicle matches, web services for vehicle queries, vehicle query response logic, the ongoing verification process, and production of related reports. The driver license database would incorporate driver license matches, web services for driver license queries, driver license query response logic, and production of related reports. TDI will consider approaches comprising of additional databases; however, Respondents shall detail how the data will be synchronized at all times during production. Liquidated Damages may apply if the Selected Respondent fails to keep multiple databases synchronized. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will respond to Section 2.4 with a broad overview, since most of the details are included in the questions following. Data for this project comes from multiple sources including insurance companies, TxDMV registration data and TxDPS driver license data.<br><br>The matching system will maintain TxDMV registration data in a separate database from the TxDPS driver license data. Separate processes will match current policy data to registration data and driver license data, respectively. Because the registration matching is a separate process apart from driver license matching, there is not a need to synchronize within the matching process. The respondents have an additional database for serving real-time registration and driver license data to law enforcement and other appropriate state agency users. Synchronization of data between the matching process and the real-time database will occur on a weekly basis via a method where matched registration and driver license data will be supplied to the real-time database.<br><br>Once matching has been completed, the data will be securely sent to two different systems, the query system in the San Angelo Data Center and the OVP system in the San Marcos call center. The query system consists of the following | | |

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| | servers in order to insure response times and data computation:<br>• Two (2) event servers, with load balancing where appropriate<br>• Two (2) back end servers, used for computation of daily responses, performing non-standard queries, and functioning as a test system for change management.<br>• Two (2) web service machines, used for developing and eventually enacting web services with insurance companies.<br>• Two (2) storage servers, used for daily local backups and secure data transfer.<br><br>The two event servers have the singular task of responding to any and all queries in three to five seconds time. Nightly, the data from each and every query is transferred to the backend servers to be used for all reports generated about the system. The back end system is synchronized with the event servers so that all query responses, even non-standard query responses would return the same response.<br><br>The OVP system consists of two database machines, two public facing web servers, two storage servers, a development server, and the phone system with IVR software. The two database machines are used for generating the letters, importing input from the web and the IVR, running reports about notices and compiling responses to update the query system. The web servers host a website for public consumption, and the storage servers keep daily local backups.<br><br>Lastly, there is a final system which will be kept in a secure facility in Auburn, Alabama. Included in this system will be the following servers:<br>• One (1) disaster recovery event server, tasked to replace one of the query event servers.<br>• One (1) disaster recovery backend server, tasked to replace one of the query backend servers.<br>• One (1) disaster recovery web services machine, tasked to replace one of the web services machines.<br>  o This machine will also function as storage in the interim, should everything in San Angelo need to be replaced.<br>• One (1) development server for development in the San Angelo Data Center query environment.<br>• One (1) disaster recovery OVP server, tasked to replace one of the OVP database servers.<br>  o Note that the two public facing web servers and the two storage servers in the San Marcos Call Center are virtual machines, and copies are kept in the co-location facility in Atlanta, Georgia to redeploy as necessary.<br>The ONLINE\|IVS team is confident that we can adapt to the changes included within this document and perform the continuation of the TexasSure matching and query response system. The ONLINE\|IVS team understands all phases of this very intricate process and can perform all of them to the required specifications as outlined in the RFO. |

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| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.1. | Data | | |
| | Selected Respondent shall receive the following information for use in the operation of TexasSure:<br>1. Registration database consisting of actively registered vehicles (up to six (6) months expired) from TxDMV with weekly updates. Quarterly vehicle registration database files may be available upon request. Weekly files will be transmitted via File Transfer Protocol (FTP). Quarterly files will be transferred via encrypted DVDs. See Appendix B-2 for detailed information.<br>2. Driver License data from DPS in the form of an initial data file and weekly updates. Additional full (initial) files may be available upon request. Files will be transmitted via FTP. See Appendices C-2 and C-3 for detailed information.<br>3. Self-Insurance and Financial Responsibility Certificates from DPS. The complete file will be provided on a weekly basis. Files will be transmitted via FTP. See Appendix C-4 for detailed information.<br>4. Full book of business policy information from licensed personal automobile insurers as detailed in the Reporting Guide and User Manual, Version 1.5. The Selected Respondent shall accept this data in the transmission format and in each reporting format detailed in the Reporting Guide and User Manual, Version 1.5. This manual can be found at: www.tdi.state.tx.us/auto/documents/User GuideV1.5.pdf.<br>5. Full book of business policy information from licensed commercial automobile insurers. The reporting requirements for commercial automobile insurers are currently under development. Respondents can expect that vehicle-specific commercial automobile insurance policies will adhere to the reporting guidelines as defined for personal automobile insurers in the Reporting Guide and User Manual, Version 1.5. The Selected Respondent shall accept this data in the transmission format and in each reporting format detailed in the Reporting Guide and User Manual, Version 1.5. TDI may develop separate reporting guidelines for non vehicle-specific commercial automobile insurance policies (fleet policies). | Y | |

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| | Further, the Selected Respondent shall:<br>1. Be capable of receiving data transmissions via FTP with Pretty Good Privacy (PGP), which provides 28-bit encryption recommended by the FBI.<br>2. Adhere to the reporting guidelines, file specifications, naming conventions, transmission guidelines and other details as outlined in the Reporting Guide and User Manual, Version 1.5. Revisions to this manual may be made by TDI as deemed necessary for successful program operations.<br>3. Ensure that there is no change to the reporting methodology and requirements currently in place for Texas insurance companies, unless such changes are deemed necessary by TDI. The only acceptable changes will be to the FTP address used by insurers and established encryption keys. | N | Further, the Selected Respondent shall:<br>1. Be capable of receiving data transmissions via FTP with Pretty Good Privacy (PGP), which provides 128-bit encryption recommended by the FBI.<br>2. Adhere to the reporting guidelines, file specifications, naming conventions, transmission guidelines and other details as outlined in the Reporting Guide and User Manual, Version 1.5. Revisions to this manual may be made by TDI as deemed necessary for successful program operations. |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will ensure there is no change to the reporting methodology currently in place for Texas insurance companies by adhering to the following procedures.<br><br>1. TxDMV registration data is uploaded weekly to ONLINE\|IVS submission FTP site. The files are encrypted with ONLINE\|IVS public PGP key and subsequently integrated into the weekly matching process.<br>The files are *incremental* meaning that they contain additions of new registrations and modifications to existing registrations. As such, the records are incorporated by appending the existing set of registrations that have accumulated over the time of the program.<br>Many types of registration records that are sent to ONLINE\|IVS are not applicable to the Tx FRVP program. Such records are excluded from the matching process according to the criteria agreed upon by the pertinent Tx State agencies (TxDMV, DPS, TDI).<br>The full set of registration data is utilized in the ongoing verification process (letters) according to the specifications of the notice or letter campaign.<br>2. TxDPS driver license data is uploaded weekly to ONLINE\|IVS submission FTP site. The files are encrypted via TxDPS's key which has been provided to ONLINE\|IVS. | | |

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| | The files are *incremental* meaning that they contain additions of new driver licenses and modifications to existing driver licenses. As such, the records are incorporated by appending the existing set of driver licenses that have accumulated over the time of the program.<br>3. Self-Insured data from TxDPS is received weekly and incorporated into the weekly matching process. The self-insured data is a full-book of all of the self-insured entities as understood by TxDPS.<br>4. Full books of business are received from every insurer writing policies in the State of Texas. They are received on ONLINE\|IVS submission FTP site and they are encrypted with ONLINE\|IVS public PGP key. During the weekly processing, the files are evaluated regarding compliance to the specifications contained in the User Guide. Records that are missing required fields are made known to insurers on a weekly basis. ONLINE\|IVS staff monitor the process of these files and provide a full accounting weekly of the status of the processing of insurance submissions.<br>5. Commercial policies are now optional and included in the specification contained in the User Guide.<br>ONLINE\|IVS will receive commercial vehicle-specific policies and incorporate them in the regular matching process like personal policies. We will also work with TDI to develop processes for handling fleet commercial policies. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.2. | Database Matching - Vehicles | | |
| | 1. Selected Respondent shall create the TexasSure vehicle database by merging the vehicle registration database with: 1) insurance policy information reported by insurance companies; 2) self-insurance reported by DPS; and 3) financial responsibility certificates reported by DPS. | Y | |
| | 2. Selected Respondent shall accept and utilize in the match process weekly data loads from each insurance company, TxDMV and DPS. | Y | |
| | 3. Selected Respondent shall test file receipt and analysis with each contributing party to make sure the data is correctly received and processed. | Y | |
| | 4. Selected Respondent shall regularly review insurer files for compliance with reporting guidelines, communicate issues with insurers as applicable, and provide related reports to TDI. | Y | |
| | 5. Selected Respondent shall utilize a matching algorithm for the match process. The matching algorithm must be flexible and able to adapt to changes in State data and system changes deemed necessary for the integrity of the program. | Y | |
| | 6. Selected Respondent shall take appropriate steps to normalize data as necessary. The Selected Respondent shall utilize logic that recognizes the potential relationship between “Robert”, “Robbie”, “Bob”, and “Bobby”; “Road” and “Rd”; “RT”, “RR”, and “Route”, etc. | Y | |
| | 7. Selected Respondent shall ensure that a match includes both a positive link between registered vehicle and insured vehicle information and a positive link between registered owner and insured driver information (names and/or addresses). | Y | |
| | 8. Selected Respondent shall identify whether a match is Strong, Medium, or Weak, as defined below. TDI may further define the match level with the Selected Respondent. TDI will determine which level of matches will be acceptable in order for the Selected Respondent to meet the required vehicle match rate.<br>a. Strong Match – signifies an exact match between registered vehicle and insured vehicle information plus an exact match between registered owner and insured driver information (names and/or addresses).<br>b. Medium Match – signifies the use of fuzzy logic/cascading logic to achieve | Y | |

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| | either a match between registered vehicle and insured vehicle information or a match between registered owner and insured driver information (names and/or addresses). The other match element must be an exact match. For example, if fuzzy logic/cascading logic is used to achieve a match between registered owner and insured driver information, there must be an exact match between registered vehicle and insured vehicle information.<br>c. Weak Match – signifies the use of fuzzy logic/cascading logic to achieve a match between registered vehicle and insured vehicle information and a match between registered owner and insured driver information (names and/or addresses). | | |
| | 9. At times, Selected Respondent may be asked to research specific match issues brought to the attention of TDI. Selected Respondent shall provide a detailed diagnosis of the match issue. TDI, along with the Selected Respondent, will regularly review diagnosed match issues to determine if any revisions or refinements to the match process are necessary to improve system functionality. | Y | |
| | 10. Following each weekly submission, the Selected Respondent shall provide the following return files to each insurance company reporting data, as currently established in the Reporting Guide and User Manual, Version 1.5. Additional files may be added as deemed necessary for successful program operations.<br>a. Receipt File<br>b. Rejection File<br>c. Acceptance File<br>d. Data Compliance File | Y | |
| | 11. Selected Respondent shall create and maintain a list of actively reported insurance policy records that cannot be matched to a registered vehicle. The list must identify the first time the policy was reported by the insurance company and not matched to a registered vehicle. The list must be updated following each weekly reporting cycle. This is the Unmatched list. | Y | |
| | 12. Selected Respondent shall attempt to match the Unmatched list against VINs in the vehicle registration data. For those VINs that do not match, Selected Respondent shall check the Unmatched list VIN information against VIN verification software. If the result is more than one (1) digit off from being a valid VIN, the Selected Respondent shall return the record to the applicable insurance | Y | |

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| | company as part of a VIN Rejection file. The VIN Rejection file must list all invalid VINs reported by an insurance company on the weekly submission. | | |

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| 2.4.2.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall maintain a vehicle match rate of at least ninety-eight percent (98%).<br>3. Selected Respondent shall update the TexasSure database with the most recent data on at least a weekly basis. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team has implemented the functionality described above with exception of items #8 and #12. All items not specifically addressed below will continue to function as currently implemented and in concert with the requirements listed here.<br><br>For item #8, the ONLINE\|IVS team will expand the existing functionality to identify matches as strong, medium, or weak.<br>For item #12, the ONLINE\|IVS team will implement VIN verification software and create a VIN Rejection Report that will be given to applicable insurers each reporting period as necessary.<br><br>Registration, self-insured data, and financial responsibility certificates will be merged with insurance policy information on a weekly basis using ONLINE\|IVS matching process.<br>The process is perpetual; occurring every week, where ONLINE\|IVS personnel will oversee all logistics of ensuring all data is processed and/or accounted for.<br><br>ONLINE\|IVS personnel will assist in trouble-shooting and communicate status for submissions from all entities TxDMV, TxDPS, and insurance companies.<br><br>ONLINE\|IVS matching process utilizes multiple cascading algorithms to account for normal discrepancies that naturally occur between State and insurance data. Such matches will be categorized as determined by working with TDI. Strong, medium, and weak matches will be identified according to the applicable criteria.<br><br>ONLINE\|IVS will assist TDI in researching specific match issues and in conjunction, will refine matching functionality to improve the overall product.<br><br>ONLINE\|IVS will deliver Receipt, Rejection, Acceptance, and Data Compliance reports to insurance companies during | | |

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| | each reporting period.<br><br>Our team currently produces match rates exceeding 99%. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.4.3. | Database Matching – Driver Licenses | | |
| | 1. Selected Respondent shall create the TexasSure Driver License database by merging the DPS driver license database with: 1) insurance policy information reported by insurance companies; 2) self-insurance reported by DPS; and 3) financial responsibility certificates reported by DPS. | Y | |
| | 2. Selected Respondent shall accept and utilize in the match process weekly data loads from each insurance company and DPS. | Y | |
| | 3. Selected Respondent shall test file receipt and analysis with each contributing party to make sure the data is correctly received and processed. | Y | |
| | 4. Selected Respondent shall regularly review insurer files for compliance with reporting guidelines, communicate issues with insurers as applicable, and provide related reports to TDI. | Y | |
| | 5. Selected Respondent shall utilize a matching algorithm for the match process. The matching algorithm must be flexible and able to adapt to changes in State data and system changes deemed necessary for the integrity of the program. | Y | |
| | 6. Selected Respondent shall take appropriate steps to normalize data as necessary. The Selected Respondent shall utilize logic that recognizes the potential relationship between “Robert”, “Robbie”, “Bob”, and “Bobby”; “Road” and “Rd”; “RT”, “RR”, and “Route”, etc. | Y | |
| | 7. Selected Respondent shall ensure that a match includes both a positive link between DPS driver license number and insurance policy driver license number and a positive link between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address. | Y | |
| | 8. Selected Respondent shall identify whether a match is Strong, Medium, or Weak, as defined below. TDI may further define the match level with the Selected Respondent. TDI will determine which level of matches will be acceptable in order for the Selected Respondent to meet the required driver match rate. | Y | |

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| | a. Strong Match – signifies an exact match between DPS driver license number and insurance policy driver license number plus an exact match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address.<br>b. Medium Match – signifies the use of fuzzy logic/cascading logic to achieve either a match between DPS driver license number and insurance policy driver license number or a match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address. The other match element must be an exact match. For example, if fuzzy logic/cascading logic is used to achieve a match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address, there must be an exact match between DPS driver license number and insurance policy driver license number.<br>c. Weak Match – signifies the use of fuzzy logic/cascading logic to achieve a match between DPS driver license number and insurance policy driver license number and a match between DPS name and date of birth and/or address and insurance policy name and date of birth and/or address. | | |
| | 9. Selected Respondent may be asked to research specific match issues brought to the attention of TDI. Selected Respondent shall provide a detailed diagnosis of the match issue. TDI, along with the Selected Respondent, will regularly review diagnosed match issues to determine if any revisions or refinements to the match process are necessary to improve system functionality. | Y | |
| | 10. Following each weekly submission, the Selected Respondent shall provide the following return files to each insurance company reporting data, as currently established in the Reporting Guide and User Manual, Version 1.5. Additional files may be added as deemed necessary for successful program operations. These files must be provided in conjunction with, and not necessarily in addition to, the files detailed in RFO Section 2.4.2., item 10.<br>a. Receipt File<br>b. Rejection File<br>c. Acceptance File<br>d. Data Compliance File | Y | |
| | 11. Selected Respondent shall review each insurance company's weekly submission to determine if duplicate driver license numbers are being reported for multiple | Y | |

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| | drivers. If Selected Respondent identifies two (2) or more duplicate driver license numbers from any one company linked to different drivers, the Selected Respondent shall return the records to the applicable insurance company as part of a Driver License Rejection file. The Driver License Rejection file must list all invalid driver licenses reported by an insurance company on the weekly submission. | | |

| 2.4.3.1. | Performance Standards to Meet | | |
|---|---|---|---|
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall maintain a driver match rate of at least ninety-eight percent (98%).<br>3. Selected Respondent shall update the TexasSure Driver License database with the most recent data on at least a weekly basis. | N | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall maintain a driver match rate of at least ninety-eight percent (98%) of valid TX driver license numbers submitted by insurance companies.<br>3. Selected Respondent shall update the TexasSure Driver License database with the most recent data on at least a weekly basis. |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will augment the existing functionality for matching driver license data to include the following:<br>For items #6 and #7, the ONLINE\|IVS team will expand the existing functionality to incorporate fuzzy matching algorithms that incorporate multiple tokens of DL number and one or more criteria such as name, DOB, address.<br><br>For item #8, it will also be augmented to identify matches as strong, medium, or weak.<br><br>For item #11, the ONLINE\|IVS team will identify where an insurer uses a single driver license number for multiple drivers.<br><br>Further, these will be reported to insurers each submission period when appropriate in a Driver License Rejection file that will also be developed.<br><br>All items not specifically addressed above will continue to function as currently implemented and in concert with the requirements listed here.<br><br>Driver license, self-insured data, and financial responsibility certificates will be merged with insurance policy information on a weekly basis using ONLINE\|IVS matching process. | | |

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| | The process is perpetual; occurring every week, where ONLINE\|IVS personnel will oversee all logistics of ensuring all data is processed and/or accounted for.<br><br>ONLINE\|IVS personnel will assist in trouble-shooting and communicate status for submissions from all entities TxDMV, TxDPS, and insurance companies.<br><br>ONLINE\|IVS matching process utilizes multiple cascading algorithms to account for normal discrepancies that naturally occur between State and insurance data. Such matches will be categorized as determined by working with TDI.<br><br>Strong, medium, and weak matches will be identified according to the applicable criteria.<br><br>ONLINE\|IVS will assist TDI in researching specific match issues and in conjunction, will refine matching functionality to improve the overall product.<br><br>ONLINE\|IVS will deliver Receipt, Rejection, Acceptance, and Data Compliance reports to insurance companies during each reporting period.<br><br>ONLINE\|IVS will create and maintain a list of actively reported insurance policy records that can't be matched to a registered vehicle. It will identify the first time the policy was reported and not matched. It will be updated after each reporting period. ONLINE\|IVS will also validate VIN lengths, VIN checksums, and VIN characters. VINs not passing validation will be returned to insurance companies weekly. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.4.4. | Query Response Process | | |
| 2.4.4.1. | Standard Query Response Process | | |
| | 1. Selected Respondent shall provide a standard insurance verification query response to the following users: Law Enforcement via the Texas Law Enforcement Telecommunication System (TLETS), TxDMV for use by county Tax Assessor-Collectors, and future authorized users such as DPS driver license offices and vehicle inspection stations. | Y | |
| | 2. Selected Respondent shall verify insurance coverage based on only one of the following:<br>a. Texas License Plate Number<br>b. Vehicle Identification Number (VIN)<br>c. TxDMV Document Number (DOCNO)<br>d. Texas Driver License Number<br>e. Driver Name and Date of Birth | Y | |
| | 3. No additional information will be collected and/or utilized by the State user in this query process. | Y | |
| | 4. Selected Respondent shall adhere to security requirements as detailed in RFO Section 2.6. | N | Selected Respondent shall adhere to security requirements as detailed in RFO Section 2.8. |
| | 5. Selected Respondent shall utilize the query response process and logic outlined in Appendix G. All query logic is subject to change based on continued program experience. | Y | |
| | 6. Selected Respondent shall return all available data elements as outlined in Appendix G. | Y | |
| | 7. Selected Respondent shall respond to the request within three (3) seconds of receiving the request. The maximum allowable response time is five (5) seconds. No exceptions to this response time will be permitted. | Y | |
| | 8. Selected Respondent shall provide information to TLETS users through a communications interface with the TLETS system. The TLETS interface requires the following:<br>a. Communications via a standard TCP/IP dual-socket protocol using the NLETS standard. | Y | |

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| | b. The NLETS TCP/IP protocol requires that two (2) distinct halves compose an active interface. One half is the input connection that only receives messages from DPS and sends back acknowledgements or rejections. The other half is an output connection that only sends responses to DPS and receives acknowledgements. Each half is a standard TCP/IP socket stream connection and operates independently of the other.<br>c. The TLETS socket protocol is an "always connected" protocol and cannot be externally load-balanced.<br>d. Communications must occur asynchronously. Data encryption will not be required as the network will encrypt the data at the hardware level.<br>e. Data exchange is in XML. TLETS will transform responses into the appropriate format for its end users.<br>f. Neither the established transmission format nor the communications protocol will change without prior written agreement between TDI and the Selected Respondent. | | |
| | 9. TxDMV and future authorized users such as DPS driver license offices and vehicle inspection stations will use a single Web Service protocol to retrieve vehicle and driver information and the status of insurance. A WSDL (Web Services Definition Language) shall be developed by the Selected Respondent and provided to the users. The WSDL must comply with industry standard Web Services. The Selected Respondent shall provide the response in XML format via a secure communication method. The XML file must be compliant with XML standards as published by the World Wide Consortium (W3C), and include schema validation. The Selected Respondent will work with TDI to establish an exchange format. Once established, the exchange format may not change without prior written agreement from TDI. TxDMV and future authorized users will be responsible for adapting the response provided and integrating that response into their process. | Y | |
| | 10. Selected Respondent shall employ load balancing for TxDMV and future authorized users. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team provides a standard insurance verification query response to Law Enforcement via TLETS, | | |

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| | conforming to the NLETS standard, using XML as a data exchange. The ONLINE\|IVS team will not change the established transmission format nor the communication protocol without express written permission from TDI in the form of a change request. The nature of TLETS prohibits external load balancing, and the respondent has taken that into account in meeting the response time of three to five seconds.<br><br>The ONLINE\|IVS team provides a standard insurance verification query response to TxDMV, and will employ the same communication protocol of web services to future authorized users such as DPS driver license offices and vehicle inspection stations. The ONLINE\|IVS team will not change the exchange format without express written permission from TDI in the form of a change request. Load balancing is already used on web service queries to meet the response time of three to five seconds.<br><br>The ONLINE\|IVS team adheres to Appendix G in all matters except the verification of insurance coverage based solely on the TxDMV document number. This feature is currently being tested, and will be in production as required.<br><br>The ONLINE\|IVS team addresses all concerns about security in RFO Section 2.8.<br><br>Currently, our team responds to 99.996% of queries in 3 seconds or less. Only 0.001 % of queries take between 3 and 5 seconds and only 0.003% of queries take over 5 seconds (these are because of TLETS issues). |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.4.2. | Non-Standard Query Responses / TDI | | |
| | Selected Respondent shall make available and maintain TexasSure query access via the web for select TexasSure staff at TDI. Access to this information must be secure and password protected. Access to this information will be determined by TDI. Information required in addition to the Standard Response detailed in RFO Section 2.4.4.1 includes, but is not limited to:<br>1. The last three (3) record changes for the vehicle registration<br>2. The last three (3) record changes for the insurance policy on record<br>3. The match level (Strong, Medium, Weak) | Y | |
| | In addition to the query fields identified in RFO Section 2.4.4.1 item 2, the Non-Standard Response must have the ability to query by insurance company name and insurance policy number. Information required in this query response includes, but is not limited to:<br>1. The insurance policy information submitted by that insurer for that policy<br>2. The most recent date that insurance policy record was reported to TexasSure<br>3. The vehicle registration record information that the insurance policy record was matched to<br>The match level (Strong, Medium, Weak) | Y | |
| | Selected Respondent shall adhere to security requirements as detailed in RFO Section 2.8. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will keep the vehicle registration information for a period of up to 6 months after the vehicle registration has expired. A non-standard query response will show the last three record changes for the vehicle registration that occur during this time frame. The ONLINE\|IVS team can show more data if it is available and the State wishes to see it in a non-standard query response. Insurance policy record changes will also be retained until all vehicles involved have reached 6 months beyond their expiration date. Non-standard query responses will show the last three insurance policy record changes. The ONLINE\|IVS team can show more insurance policy record changes if they are available and the State wishes to see it in a non-standard query response. When displaying these non-standard query responses, the match level will be displayed. | | |

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| | Querying by insurance company name and insurance policy number will display the following:<br><br>1. The insurance policy information submitted by that insurer for that policy;<br>2. The most recent date that insurance policy record was reported to TexasSure;<br>3. The vehicle registration record information that the insurance policy record was matched to;<br>4. The match level, either Strong, Medium or Weak.<br><br>All non-standard queries will abide by the security requirements as detailed in RFO Section 2.8. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.4.3. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall respond to a query within three (3) seconds of receiving the request. Maximum allowable response time is five (5) seconds.<br>3. The query response process must be available twenty-four (24) hours a day, seven (7) days a week.<br>4. Selected Respondent shall ensure that all TexasSure servers are synchronized and have the same data available to all system users at any given time. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team understands the requirements detailed within this section. All queries, even non-standard queries will respond within three to five seconds. The query response process will be available twenty-four hours a day, seven days a week. All of the TexasSure servers which respond to a query will have the same data available to all system users at any given time because the data will be synchronized. Access to data can still be dependent on permissions as defined by the State. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.5. | Ongoing Verification Process | | |
| | 1. On a weekly basis, the Selected Respondent shall produce a list of current vehicle registration records never matched to an insurance policy record or not matched to an insurance policy record for more than forty-five (45) calendar days. The time period is subject to change with thirty (30) calendar days notice from TDI. These are Uninsured customers. | Y | |
| | 2. The Uninsured list must be sorted by the Last Match Date, with the most recent Last Match Date at the top. | Y | |
| | 3. The Uninsured list must incorporate responses from customers in receipt of an Uninsured Notice as detailed in RFO Section 2.6. | Y | |
| 2.4.5.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team shall provide a weekly report which shows all of the current vehicle registrations which have never been matched to an insurance policy record, as well as a list of all current vehicle registrations which have not recently been matched to an insurance policy record. This date is set at forty-five calendar days, but is subject to change with thirty calendar days notice from TDI.<br><br>This list, which comprises the Uninsured customers, will be sorted by the Last Match Date, with the most recent Last Match Date at the top. After an Uninsured Notice has been sent, any and all responses to that letter will be included in well-delineated columns. The entire report will be available for download in Microsoft Excel or in a .csv format.<br><br>Any current vehicle registration which was on the previous report, but is now matched, will be included in a separate report showing why it was removed from the Uninsured report. Reports will be run from Saturday through Friday and posted by close of business on Monday. Archived reports would be any report which is not the current week. Archived reports will be available for a period of up to three months. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.4.6. | Report Production | | |
| | Selected Respondent shall provide to TDI program-related reports and logs via a secure and password protected web site. Reports will be used to monitor program use, program activity, program effectiveness, insurer compliance, driver compliance, and Selected Respondent's activities and operations. The reports and logs must be available for download in Microsoft Excel or .csv file. Full audit capability is required for each report. The detailed list of reports and logs and specific requirement for each report or log will be finalized with the Selected Respondent. The reports will include, but are not limited to:<br>1. Insurer Reporting Status<br>2. Insurer Reporting Compliance<br>3. Log Files of the Various Update and Reporting Processes<br>4. Expired Policy Report<br>5. Query Statistics, including quantity, response type, response time, source<br>6. Unmatched Registrations by ZIP<br>7. Driver License Statistics<br>8. Vehicle Registration Statistics<br>9. Program Summary Report<br>10. TLETS Transactions per Law Enforcement Agency | Y | |
| 2.4.6.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>3. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.<br>4. Selected Respondent shall develop ad hoc reports as requested by TDI. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br>The ONLINE\|IVS team provides a large number of these reports. For any new reports and log files of the various update and reporting processes, The ONLINE\|IVS team will work with TDI to finalize formats in order to make these reports available. All of the reports will be available for download in Microsoft Excel or .csv formats off of the webpage at a minimum between 7 AM and 7 PM Central time, and will be posted before the fifth business day every month. The ONLINE\|IVS team shall develop ad hoc reports as requested by TDI. | | |

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| 2.4.7. | Testing and Deliverable Criteria | | |
| 2.4.7.1. | Testing | | |
| | Test planning and execution shall include the following processes, subject to TDI review and approval:<br>1. Selected Respondent shall establish a detailed system test plan;<br>2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;<br>3. Selected Respondent shall develop test scripts;<br>4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;<br>5. Selected Respondent shall work with TDI to execute a parallel test of the program;<br>6. Selected Respondent shall perform load testing;<br>7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and<br>8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.<br><br>TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies. | Y | |

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| 2.4.7.2. | Deliverable Acceptance Criteria | | |
| | 1. TDI must have a minimum of ten (10) business days to review final deliverables;<br>2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;<br>3. Acceptance will be achieved under any one of the following conditions:<br>a. TDI provides written acceptance of the deliverable during the review period;<br>b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or<br>c. The deliverable review period expires with no changes requested by TDI. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team utilizes a testing approach based upon continuous improvement. Our testing strategy employs a systematic approach for internal unit testing, system integration testing (SIT) as well as final system user acceptance testing (UAT). A critical part of testing is both requirements collection and validation along with clearly outlining expected outcomes for each major deliverable. This strategic approach ensures the deliverable does indeed perform in accordance with its intended use and that key functional and business requirements agreed to are satisfactorily met.<br>The test plan describes the approach to all development, unit integration, system, qualification and acceptance testing needed to complete the project properly. Establishing a test plan based on business requirements and design specifications is essential for the successful acceptance of a project's deliverables. It is important to note that the higher risk a project has, the greater the need for a commensurate amount of testing. The project schedule will detail these testing requirements.<br><br>Testing validates the requirements defined for project objectives and deliverables. The plan will contain the following elements:<br>• Provide an overview<br>o Describe project objectives and background<br>o Short system description<br>o Define test plan objectives<br>o Provide testing references<br>o Note any outstanding issues, assumptions, known risks and contingencies<br>• Define test scope<br>• Describe test methodologies<br>o Describe testing approach | | |

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| | o Describe test data (test cases, system and user interface test cases, UAT plans, status reporting of testing, and test outcome reports)<br>o Provide all test documents<br>o Validate test requirements<br>o Define test control procedures (for example, classification code and prioritization scheme for error tracking and resolution, etc.)<br>• Describe and define test phases. For each test phase such as unit, integration, system, etc., identify definition, participants, data sources, entrance and exit criteria, requirements and work products.<br>• Define test environment (hardware, software, location, staffing, and training)<br>• Schedule testing tasks and make resource assignments<br>• Define test approval process and results distribution<br><br>The ONLINE\|IVS team utilizes a template as part of our Project Management repository which is used as a baseline for tailoring a Test Plan to meet the specific project needs.<br><br>The ONLINE\|IVS team will employ both our Quality Assurance and Project Management methodologies in performing deliverable reviews and coordinating with TDI in delivery. Our methods will facilitate and ensure adherence to the required deliverable standards and expectations. Each project deliverable is initially identified by reviewing our client's business requirements and determining the acceptance criteria for each work product. The ONLINE\|IVS team will work with TDI to determine and document the acceptance criteria for each deliverable early in the project lifecycle. The agreed upon acceptance and exit criteria will be included on the summary document for each deliverable as applicable when approved by TDI. The timing for deliverable review and completion will be tracked in the project schedule. The scheduling of these deliverables can be adjusted based upon the agreed upon timeframe for deliverable review and completion.<br><br>A phased approach based on an iterative parallel development model will be utilized. The development of a software product is divided into several phases. The interface between modules is defined in advance.<br>These phases are as follows:<br>• Requirements Gathering<br>• Functional Design<br>• Architecture Design |

- Module Design
- Module Implementation
- Module test
- Module Integration
- System Test
- Internal Beta Testing (Systems Integration Test (SIT))
- User Acceptance Testing
- Lessons learned

The first phase of development, Requirements gathering, involves defining the specifications of the software product based on the needs of the customer. The requirements gathering phase involves careful scrutiny of the procurement document and follow-up interviews with project stakeholders. This includes the discovery and definition of all required external programmatic interfaces, all functional requirements, and all user interface prototyping. The detailed test plan will be built around the requirements and acceptance criteria for key deliverables. The ONLINE|IVS team suggests that close coordination and a teaming approach be conducted early with TDI. While the ONLINE|IVS team will collect initial business and functional requirements, we have found greater success when these requirements are reviewed and validated by our customers prior to laying the foundation of the test plan. From these validated requirements, the ONLINE|IVS team will develop test scripts and use cases to capture both the business and functional requirements in each testing scenario. This type of requirements matrix approach helps to ensure our technical requirements and design address each key business/functional requirement.

Following the requirements gathering process, the Functional Design of the system is documented and flowcharted, providing a road-map for the development process. This documentation comprises the design of the user interface, and the functional behavior of the system. Where possible, this road-map is adhered to rigidly. If (due to changing customer requirements, for example) any deviation from the plan is required then the functional design documents are updated to reflect these changes.

Once the functional design is complete, the system Architecture Design process begins, charting out the technical design of the system, including database design, software component/interface design, and the definition of the project development rules. These rules define how the architecture is specified, and help the developers maintain a consistent technical design throughout the system. The technical lead is responsible for maintaining the consistent design, and

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| | consequently is required to approve all design work performed by other developers.<br><br>Once the architectural design has been completed, the individual modules are assigned to developers. Each developer submits a technical module design to the project technical lead for approval. To be approved, the design must adhere to the project guidelines laid out in the architecture design.<br><br>After the technical module design has been approved, the Module Implementation begins. Usually, but not always, this is performed by the developer responsible for the technical design in the previous phase. The responsible developer implements the functionality during development: if an error is found, the error must be fixed before any new functionality can be added.<br><br>Before the developer can sign off a module as complete, the test plan for the new module must be created. This Module Test plan includes all sample data required for testing the module script to run the acceptance tests. In addition, the developer is responsible for writing the system test/beta test scripts for the new component.<br><br>Once the newly developed module has been certified as fully tested in isolation, it must be integrated into the system via another suite of acceptance and regression systems tests. This time however, the test scripts are maintained and administered by the team as a whole, to ensure that the new module integrates well with the existing system and does not introduce unexpected instability or failures.<br><br>Following the completion of all modules, the system undergoes an internal beta test to ensure that there are no bugs that impeded the functionality of the system. Once again, the testing involves following detailed acceptance and regression test scripts. This phase is repeated as many times as necessary to create a correctly functioning product.<br>Once the internal beta test phase is completed, the product is handed over to the customer for UAT. During this phase, the project lead liaises with the developers to ensure that the customer is satisfied with the performance and functionality of the product. This phase can be iterated as many times as needed before sign off.<br><br>The timeline for test plan development, approval, and actual testing, will be covered in a comprehensive Project Plan (schedule) aggressively managed by the HDI Project Manager. Weekly schedule updates will be provided to TDI so that any significant schedule variances can be found and addressed quickly. The Project Plan will include proposed dates for conducting both internal (SIT), and external user acceptance testing. Time will be built into the schedule to allow for any corrections and re-testing of issues found. Complete resolution of SIT issues found is an entry criteria before UAT can begin.<br>As part of our test plan development, the ONLINE\|IVS team will work closely with TDI to ensure that the test scripts and cases used in SIT, match the expected test criterion for UAT. This includes identifying and agreeing to methods and test cases for |

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| | both parallel testing and stress or load testing. Testing of the system will include reviewing results from interfacing and data exchange with other external systems associated with the insurance verification program.<br><br>Additionally, our test planning will include selecting and preparing data for testing, building a suitable test environment, outlining test team responsibilities, providing technical support during all phases of testing, and documenting test findings. Documentation and tracking test findings and issues to resolution, is a critical part of the testing phase. The exit criteria for testing prior to implementation are the satisfactory resolution of testing issues. The ONLINE\|IVS team will maintain a test log to capture issues found during both SIT and UAT. The ONLINE\|IVS team Test Manager and Project Manager will ensure the following:<br>• Review identified issue statements for completeness and clarity.<br>• Ensure the issue has been assigned for resolution/action.<br>• Ensure a target resolution date has been assigned.<br>• Document resolution.<br>• Including test issue management as part of the normal status reporting.<br><br>The ONLINE\|IVS team has built in at least a 30-day window in the Project Plan for TDI to conduct UAT before going love on November 1, 2011. In addition, TDI will have UAT time built into each individual change in the Project Work Plan By teaming together earlier on reaching agreement on the requirements and test cases, UAT should be conducted smoothly since the same requirements and functionality tested in UAT, should mirror the SIT conducted by HDI earlier. Working closely with TDI to determine requirements and mapping them to specific test cases will be the key to a more efficient testing experience. Any deficiencies or testing issues found during UAT will be tracked using the test control log and managed to resolution. This includes reviewing the item and re-testing the case prior to resubmission to TDI as applicable.<br><br>Each project deliverable is initially identified by reviewing our client's business requirements and determining the acceptance criteria for each work product. The ONLINE\|IVS team will work with TDI to determine and document the acceptance criteria for each deliverable early in the project lifecycle. The agreed upon acceptance and exit criteria will be included on the summary document for each deliverable as applicable when approved by TDI.<br><br>As part of the ONLINE\|IVS team Project Management Methodology, we maintain a set of company approved project templates for our project management deliverables. These templates have been built and refined from our extensive |

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| | project experience. The ONLINE\|IVS team will establish an internal deliverable review process prior to submission to TDI for approval. The timing for both internal (HDI) and TDI deliverable reviews and completion, will be tracked in the Project Plan. The scheduling of these deliverables can be adjusted based upon the agreed upon timeframe for deliverable review and completion.<br><br>Any requested changes from TDI will be reviewed and a corrective action plan developed for addressing these changes. An additional deliverable review will be conducted at HDI's headquarters to ensure changes requested have been implemented and/or escalated back to TDI for clarification and resolution as appropriate. | | |
| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
| 2.4.8. | Documentation Deliverables | | |
| | Selected Respondent shall produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. These documents must be living documents that will be updated with approval as the project proceeds. Selected Respondent shall adhere to the finalized documents during the operation of TexasSure.<br>1. Project Management Plan<br>2. Project Work Plan<br>3. Change Management Plan<br>4. Quality Management Plan, including procedures for regular Quality Assurance Reports<br>5. Methodology<br>6. Detailed Requirements Documentation<br>7. Training Plan<br>8. Operating Procedures | Y | |
| 2.4.8.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements established in the above documentation.<br>2. Selected Respondent shall submit Quality Assurance reports on at least a quarterly basis. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

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| | The ONLINE\|IVS team has most of these documents in place under the existing contract.<br><br>The project management staff will update all necessary documentation for the review and approval of TDI. It is the responsibility of the ONLINE\|IVS team to keep the documentation updated upon approval of TDI. The ONLINE\|IVS team also understands it is to adhere to the finalized documentation during the operation of TexasSure.<br><br>Upon award of the contract, HDI will begin updating existing documentation to reflect the work required under the new contract. As business requirements are set for Service 1 – TexasSure Matching and Query Response Program, the ONLINE\|IVS team will document the requirements and seek approval from TDI. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.5. | Service 2 – Web Services | | |
| | TDI is currently testing an alternate Web Services reporting element for TexasSure. The Selected Respondent shall continue this process and be prepared to fully integrate Web Services with the overall TexasSure program upon notification by TDI. The Selected Respondent should be aware that the Web Services element may already be implemented at the time a contract is awarded, if any, as a result of this RFO. In the event that Web Services is not implemented at the time of contract award, Selected Respondent shall not develop this service until TDI has obtained commitment from five (5) insurance companies to utilize the Web Services System, or until TDI otherwise notifies Selected Respondent to proceed. Once notified by TDI to begin development of Web Services, Selected Respondent will have ninety (90) calendar days, or a timeframe mutually agreed upon by TDI and the Selected Respondent, to develop Web Services and be fully prepared to test with participating insurance companies. This service will be implemented solely at TDI's discretion; if TDI determines that this service will not be implemented, no payment will be made.<br><br>Texas insurance companies may have the option to fulfill reporting requirements via Web Services rather than weekly database reporting. Texas does not anticipate requiring insurers to report via Web Services. The Web Services Test Program Reporting Guide and User Manual, Version 1.1, can be found at | N | TDI is currently testing an alternate Web Services reporting element for TexasSure. The Selected Respondent shall continue this process and be prepared to fully integrate Web Services with the overall TexasSure program upon notification by TDI. The Selected Respondent should be aware that the Web Services element may already be implemented at the time a contract is awarded, if any, as a result of this RFO. In the event that Web Services is not implemented at the time of contract award, Selected Respondent shall not develop this service until TDI has obtained commitment from five (5) insurance companies to utilize the Web Services System, or until TDI otherwise notifies Selected Respondent to proceed. Once notified by TDI to begin development of Web Services, Selected Respondent will have ninety (90) calendar |

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| | www.tdi.state.tx.us/auto/documents/WS_user_guide_v1.1.pdf. | | days, or a timeframe mutually agreed upon by TDI and the Selected Respondent, to develop Web Services and be fully prepared to test with participating insurance companies. This service will be implemented solely at TDI's discretion; if TDI determines that this service will not be implemented, no payment will be made.<br><br>Texas insurance companies may have the option to fulfill full book reporting requirements on a less frequent interval (monthly) if they implement via Web Services rather than weekly database reporting. Texas does not anticipate requiring insurers to report via Web Services. The Web Services Test Program Reporting Guide and User Manual, Version 1.1, can be found at www.tdi.state.tx.us/auto/documents/WS_user_guide_v1.1.pdf. |
| 2.5.1. | Integrate with Database Program | | |
| | 1. Selected Respondent shall receive monthly full book of business data files from each Web Services insurance company. The Selected Respondent shall accept this data in each reporting format detailed in the Reporting Guide and User Manual, Version 1.5. The frequency of reporting may change at the discretion of TDI. | Y | |
| | 2. Selected Respondent shall utilize the monthly data files in the match process as outlined in Sections 2.4.2 and 2.4.3 of this RFO. | Y | |
| | 3. Selected Respondent shall provide the following return files to each insurance company reporting data, as currently established in the Reporting Guide and User Manual, Version 1.5.<br>a. Receipt File<br>b. Rejection File<br>c. Acceptance File | Y | |

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| | d. Data Compliance File | | |
| | 4. Selected Respondent shall create and maintain a list of actively reported insurance policy records that cannot be matched to a registered vehicle. The list must identify the first time the policy was reported by the insurance company and not matched to a registered vehicle. This is the Unmatched list. This list must be provided in conjunction with, and not in addition to, the Unmatched list detailed in RFO Section 2.4.2., item 11. | Y | |
| | 5. Selected Respondent shall execute an extensive test process with each insurance company that selects to report via Web Services. An insurance company will not be permitted to report via Web Services until successful completion of all test elements has been completed and approved by TDI. The Selected Respondent and TDI will jointly establish the test process. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team has implemented the functionality described above in section 2.5.1 and will modify it accordingly to fit variable reporting schedules for web service participants.<br>Regarding web services, the ONLINE\|IVS team will work closely with TDI to consider the appropriate specifications for web services (IICMVA or other) and implement the specification with participating insurance companies.<br><br>Insurance companies participating in web services will be handled in the same manner as weekly full book submissions as outlined in **2.4.1** except the schedule of deliverables will be modified accordingly. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.5.2. | Module for Company Use | | |
| | 1. Selected Respondent shall develop a matching module that can be utilized by interested insurance companies. The purpose of this matching module is to standardize the match process used by participating web services insurers, and thereby increasing the overall effectiveness of Web Services. | Y | |
| | 2. Selected Respondent shall not develop this service until TDI has obtained commitment from five (5) insurance companies to utilize the matching module, or until TDI otherwise notifies Selected Respondent to proceed. Once notified by TDI to begin development of the matching module, Selected Respondent will have ninety (90) calendar days, or a timeframe mutually agreed upon by TDI and the Selected Respondent, to develop the matching module and be fully prepared to test with participating insurance companies. This service will be implemented solely at TDI's discretion; if TDI determines that this service will not be implemented, no payment will be made. | Y | |
| | 3. The matching module must be tested and approved for use by TDI prior to its release for use by any interested insurance companies. | Y | |
| | 4. The matching module must be portable across various development platforms. | Y | |
| | 5. Selected Respondent shall utilize a matching algorithm for the match process. The matching algorithm must be flexible and able to adapt to changes in State data and system changes deemed necessary to the integrity of the program. | Y | |
| | 6. Selected Respondent may be asked to research specific match issues brought to the attention of TDI. Selected Respondent shall provide a detailed diagnosis of the match issue. TDI, along with the Selected Respondent, will regularly review diagnosed match issues to determine if any revisions or refinements to the match process are necessary to improve system functionality. Updates to the matching module shall be provided to insurers at no extra fee. | Y | |
| | 7. Web Services insurers will not be required to use the matching module developed by the Selected Respondent. Web Services insurers who do not utilize the matching module developed by the Selected Respondent will be responsible for developing their own matching process. Web Services insurers who develop their own matching process must successfully complete an extensive test process and be approved by TDI before they will be permitted to report via Web Services. | Y | |

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| | 8. Selected Respondent may not charge a fee to insurance companies for the licensing and use of the developed matching module. Updates, user manuals, bug fixes, and maintenance to the matching module shall be provided to insurers at no extra fee. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will develop a component that can be deployed at an insurer's site that will perform matching. This has been discussed with insurers in the past, with no intent shown. However, it is technically feasible to deploy such a component and our team commits to develop specifications jointly with TDI. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.5.3. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall maintain a vehicle match rate of at least ninety-eight percent (98%) and a driver match rate of at least 98%.<br>3. Selected Respondent shall update the TexasSure database with the most recent data on at least a weekly basis. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will utilize the same matching routines for insurers designated for web services as are utilized for insurers designated for database submissions. Thus, the 98% match rates will be met. For the "module for company use," match rates cannot be predicted at this time because specifications are unknown. The TexasSure database will be continually updated with weekly data. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.5.4. | Report Production | | |
| | Selected Respondent shall provide to TDI program-related reports and logs via a secure and password protected web site. Reports will be used to monitor program use, program activity, program effectiveness, insurer compliance, driver compliance, and Selected Respondent's activities and operations. The reports and logs must be available for download in Microsoft Excel or .csv file. Full audit capability is required for each report. The detailed list of reports and logs and specific requirement for each report or log will be finalized with the Selected Respondent. The reports will include, but are not limited to:<br>1. Insurer Reporting Status<br>2. Insurer Reporting Compliance<br>3. Log Files of the Various Update and Reporting Processes<br>4. Expired Policy Report<br>5. Query Statistics, including quantity, response type, response time, source<br>6. Unmatched Registrations by ZIP<br>7. Driver License Statistics<br>8. Vehicle Registration Statistics<br>9. Program Summary Report<br>10. TLETS Transactions per Law Enforcement Agency | | |
| 2.5.4.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>3. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.<br>4. Selected Respondent shall develop ad hoc reports as requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br>The ONLINE\|IVS team submits several of these reports currently. For any new reports and log files of the various update and reporting processes, the ONLINE\|IVS team will work closely with TDI to finalize formats in order to make these reports available. All of the reports will be available for download in Microsoft Excel or .csv formats off of the webpage at a minimum between 7 AM and 7 PM Central time, and will be posted before the fifth business day every month. The ONLINE\|IVS team will develop ad hoc reports as requested by TDI. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.5.5. | Testing and Deliverable Criteria | | |
| 2.5.5.1. | Testing | | |
| | Test planning and execution shall include the following processes, subject to TDI review and approval:<br>1. Selected Respondent shall establish a detailed system test plan;<br>2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;<br>3. Selected Respondent shall develop test scripts;<br>4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;<br>5. Selected Respondent shall work with TDI to execute a parallel test of the program;<br>6. Selected Respondent shall perform load testing;<br>7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and<br>8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.<br><br>TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies. | Y | |
| 2.5.5.2. | Deliverable Acceptance Criteria | | |
| | 1. TDI must have a minimum of ten (10) business days to review final deliverables; | Y | |

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| | 2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;<br>3. Acceptance will be achieved under any one of the following conditions:<br>a. TDI provides written acceptance of the deliverable during the review period;<br>b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or<br>c. The deliverable review period expires with no changes requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>As outlined under Section 2.4.7, the ONLINE\|IVS team will employ a robust testing strategy to include full documentation of the testing phase and our Test Plan which will be submitted to TDI for review and approval after requirements are fully documented and validated.<br><br>Additionally, since the ONLINE\|IVS team hosts the current base system, we will conduct a more iterative approach to testing. Rather than going through the Design and Construction for the entire project solution and then deferring testing until the end of the project lifecycle, the ONLINE\|IVS team proposes that the integrations be broken up into separate modules. The ONLINE\|IVS team offers the unique advantage of being able to effectively deploy a phased in testing strategy by taking the smaller modules with fewer elements and laying them on top of the current legacy platform which we manage. The immediate advantages of this approach are that risks are identified and mitigated earlier. For example, after the Web Services module is completed and tested, all components of the base system can be tested each time module iterations are conducted. Bottlenecks are discovered sooner and this facilitates involvement of TDI users earlier in the process. Under this suggestion, the software architecture is produced and validated early on to ensure a more stable environment. Tracking down the root cause to issues found in testing are also much easier to investigate using this approach since testing is being done with fewer data elements. This should also save time in both SIT and UAT and allow TDI to enjoy new functionalities sooner while other pieces are under construction.<br>Other advantages include:<br>• Much less risk involved.<br>• Receive a working version of modules on the overall system much quicker.<br>• Problems are identified earlier rather than finding most of them in one final large UAT.<br>• Easier to fix testing issues during iterative module testing rather than trying to track down and resolve in the latter phases of the project.<br>• Expectations more easily defined for deliverables after each phase. | | |

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| | • TDI becomes much more involved in the project throughout the process. This helps to ensure requirements are current and accurately reflected in design, build, and testing phases.<br><br>Such an approach will require strong communication and planning among the ONLINE\|IVS team, TDI, and other key stakeholders. The ONLINE\|IVS team management solution and project management approach can build this interaction into the planning schedule with agreement and consent from TDI.<br><br>As outlined in our response to Section 2.4.7.1, the ONLINE\|IVS team will establish a detailed system test plan. Included within this plan, will be the iterative approach for testing each specific module if this suggestion is approved by TDI. The same test management oversight we would employ as covered in Section 2.4.7 would be planned and developed for each major module such as Web Services. Each module tested would be scheduled within the overall project plan to include both SIT and UAT for the specific iteration.<br><br>Testing for the Web Services module will include testing requirements and functionality for:<br>• Database integration<br>• Correct return files occur<br>• Creation of reported insurance policy records<br>• Testing between insurance companies to ensure reporting via Web Services functions correctly<br>• Consistency between matching modules<br>• TDI reports and produced correctly and meet the deliverable acceptance criteria determined by TDI.<br><br>Since testing for the Web Service module if approved, requires considerable interface and communications with both TDI and other insurance companies, schedule planning and management will be critical to ensuring both timely and efficient testing is conducted. The ONLINE\|IVS team suggests that other key stakeholders, such as insurance companies, are active on the team and participate in reviewing both requirements and test cases contained in the Test Plan. Scheduling to include time for stakeholder participation, reviews, testing, etc. will be built into the overall project plan. Scenarios testing the flexibility of algorithms should be considered as part of SIT.<br><br>The ONLINE\|IVS team approach to determining and meeting deliverable acceptance criteria from TDI is outlined in Section 2.4.7.2., of this response. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.5.6. | Documentation Deliverables | | |
| | Selected Respondent shall produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. These documents must be living documents that will be updated with approval as the project proceeds. Selected Respondent shall adhere to the finalized documents during the operation of TexasSure.<br>1. Project Management Plan<br>2. Project Work Plan<br>3. Change Management Plan<br>4. Quality Management Plan, including procedures for regular Quality Assurance Reports<br>5. Methodology<br>6. Detailed Requirements Documentation<br>7. Training Plan<br>8. Operating Procedures | Y | |
| 2.5.6.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements established in the above documentation.<br>2. Selected Respondent shall submit Quality Assurance reports on at least a quarterly basis. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team has most of these documents in place under the existing contract.<br><br>The project management staff will update all necessary documentation for the review and approval of TDI. It is the responsibility of the ONLINE\|IVS team to keep the documentation updated upon approval of TDI. The ONLINE\|IVS team also understands it is to adhere to the finalized documentation during the operation of TexasSure. Upon award of the contract, the ONLINE\|IVS team will begin updating existing documentation to reflect the work required under the new contract. As business requirements are set for Service 2 – Web Services, the ONLINE\|IVS team will document the requirements and seek approval from TDI. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6. | Service 3 – Customer Notices and Call Center | | |
| 2.6.1. | Customer Notices | | |
| | Selected Respondent shall send written notices to two (2) groups of Texas consumers:<br>• Unmatched – customers who have a current insurance policy that is reported by their insurance company to TexasSure, but which TexasSure is not able to match to a registered vehicle.<br>• Uninsured – customers who have a Texas registered vehicle that is not currently linked to an active insurance policy.<br><br>These customer groups are generated through the TexasSure matching program. Unmatched customers are identified through the Unmatched List; see RFO Sections 2.4.2. item 11 and 2.5.1 item 4. Uninsured customers are identified through the Ongoing Verification Process detailed in RFO Section 2.4.5. | Y | |
| 2.6.1.1. | Unmatched Notice | | |
| | 1. The Unmatched Notice, first (1st) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language. The Unmatched Notice, second (2nd) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language.<br>2. TDI will provide the format and content for the Unmatched Notice. The format may be adjusted at the discretion of TDI. Selected Respondent shall incorporate any changes to the notice within thirty (30) business days. TDI will not be responsible for any costs incurred by Selected Respondent for any pre-printed notices that are not utilized as a result of changes to the format and content.<br>3. Each letter must have an individual case number or reference code.<br>4. TDI will determine the amount of time that an insurance policy record must be unmatched before an Unmatched Notice is generated. Respondents should estimate this time period to be sixty (60) calendar days. The time period is subject to change with thirty (30) calendar days notice from TDI.<br>5. Unmatched Notices shall not be sent for an insurance policy that was not | Y | |

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| | reported with the insurance company's most recent weekly data load.<br>6. Unmatched Notices shall not be sent for an insurance policy that is more than twenty-one (21) calendar days expired. The time period is subject to change with thirty (30) calendar days notice from TDI.<br>7. Only one Unmatched Notice shall be sent for each unmatched vehicle, regardless of the number of drivers listed on the insurance policy record. In the case of multiple drivers listed on an insurance policy, the Selected Respondent will work with TDI to establish logic to determine which insured driver should receive the Unmatched Notice.<br>8. Customers may receive a second notice if there is no response to the first notice after thirty (30) business days and the insured vehicle is still identified as unmatched. Second notices shall only be sent if the insurance policy was reported during the most recent data submission period and the insurance policy is not more than twenty-one (21) calendar days expired. These time periods are subject to change with thirty (30) calendar days notice from TDI. Second notices shall utilize the original individual case number or reference code, or shall otherwise be cross-referenced to the first notice.<br>9. See Appendix H for a sample Unmatched Notice. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will use the approved format and content for the Unmatched Notices. There will be two types of Unmatched Notices, First Notice and Second Notice. The notice will be two-sided printed in grayscale. The notices, both sides, will be printed on demand. This will alleviate the need for pre-printed notices and it will make it easier for the language on the letters to be changed at TDI's direction.<br><br>The ONLINE\|IVS team will continue the letter campaign as required under the current contract. The process is described in detail below.<br><br>The ONLINE\|IVS team creates a report from on a weekly basis that identifies all currently reported insurance policy records that have not been matched to a vehicle registration record for at least 60 calendar days. This report is called the 60-day report. The ONLINE\|IVS team also creates a report that identifies all currently reported insurance policy records that have not been matched to a vehicle registration record for the current week. This report is called the Zero | | |

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| | day report. An Unmatched Notice is not sent for an insurance policy that is not reported on the current Zero day report.<br><br>Using the 60-day and the Zero day reports, the ONLINE\|IVS team generates notices. Each notice has a unique reference number, creating a unique letter control record. For an Unmatched First Notice to be generated it must be a viable record. A viable record for a First Notice is a record that:<br><br>1. Has appeared on a 60-day report,<br>2. Has not passed the policy expiration date,<br>3. Is on the current Zero day report,<br>4. Does not have a former letter control record, and<br>5. Does not have a matched document number associated with the record.<br><br>Only one Unmatched Notice is sent for an unmatched vehicle, regardless of the number of drivers listed on the insurance policy record. If one driver is listed on the policy, that driver is the letter recipient. If multiple drivers are listed on the policy, the recipient will be:<br><br>1. The oldest person under the age of 65 and over the age of 18, or<br>2. The oldest person on the policy.<br><br>Any changes TDI chooses to make to this logic will be incorporated and documented appropriately. For First Notices that are returned as undeliverable, the letter control record is marked as such and is only viable if there is a second address associated with the unmatched record. The Zero day report is used to update any information for the unmatched record. If a second address is available, the letter is treated as a First Notice.<br><br>An Unmatched Second Notice is sent if no response was received from the Unmatched First Notice and it has been at least thirty (30) business days since the First Notice was sent. For an Unmatched Second Notice to be generated it must also be a viable record. A viable record for a Second notice is a record that:<br><br>1. Must have the appropriate status indicating that no response was received from the First Notice,<br>2. 30 calendar days must have passed since the First Notice was sent,<br>3. The record must appear on the current Zero day report,<br>4. Has not passed the policy expiration date, and<br>5. Does not have a matched document number associated with the record. |

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| | The Second Notice is assigned a new unique reference number. A relationship between the First and Second Notices is created. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.1.2. | Uninsured Notice | | |
| | 1. The Uninsured Notice, first (1st) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language. The Uninsured Notice, second (2nd) notice letter will be one (1) page (two-sided), grayscale, with the back of the letter containing static language.<br>2. TDI will provide the format and content for the Uninsured Notice. The format may be adjusted at the discretion of TDI. Selected Respondent shall incorporate any changes to the notice within thirty (30) business days. TDI will not be responsible for any costs incurred by Selected Respondent for any pre-printed notices that are not utilized as a result of changes to the format and content.<br>3. Each letter shall have an individual case number or reference code.<br>4. TDI will determine the amount of time that a vehicle registration record must appear to be uninsured before an Uninsured Notice is generated. Respondents should estimate this time period to be sixty (60) calendar days. The time period is subject to change with thirty (30) calendar days notice from TDI.<br>5. Uninsured Notice letters must only be sent to the owners of currently registered vehicles (i.e. the registration is not expired).<br>6. Customers may receive a second notice if there is no response to the first notice after thirty (30) calendar days and the registered vehicle is still identified as uninsured. The time period is subject to change with thirty (30) calendar days notice from TDI. Second notices must only be sent to the owners of currently registered vehicles (i.e. the registration is not expired). Second notices must utilize the original individual case number or reference code, or must otherwise be cross-referenced to the first notice.<br>7. See Appendix I for a sample Uninsured Notice. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

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| | The ONLINE\|IVS team will use the approved format and content for the Uninsured Notices. There will be two types of Uninsured Notices, First Notice and Second Notice. The notice will be two-sided printed in grayscale. The notices, both sides, will be printed on demand. This will alleviate the need for pre-printed notices and it will make it easier for the language on the letters to be changed at TDI's direction.<br><br>The ONLINE\|IVS team will continue the letter campaign as required under the current contract. Uninsured Second Notices will be added to the letter campaign. The process is described below.<br><br>The ONLINE\|IVS team will track all registered vehicles which cannot be matched to an insurance policy. The ONLINE\|IVS team will utilize this information to generate letters. Each notice will have a unique reference number, creating a unique letter control record. For an Uninsured First Notice to be generated it must be a viable record. A viable record for a First Notice is a record that:<br><br>1. The last registration update must be from the current week,<br>2. The most recent last match date must be greater than 90 days,<br>3. Does not have a match to an insurance policy record,<br>4. No previous Uninsured Notice has been generated,<br>5. The registration is not expired,<br>6. It must have proper information recorded in the registration record, including registration class codes, document types and indicators, and<br>7. The vehicle registration must be the newest for that VIN, Make and Year combination.<br><br>For First Notices that are returned as undeliverable, the letter control record is marked as such and is only viable if there is a second address associated with the uninsured record. If a second address is available, the letter will be treated as a First Notice.<br><br>An Uninsured Second Notice will be sent if no response was received from the Uninsured First Notice and it has been at least thirty (30) business days since the First Notice was sent. For an Uninsured Second Notice to be generated it must also be a viable record. A viable record for a Second notice is a record that:<br><br>1. Must have the appropriate status indicating that no response was received from the First Notice,<br>2. 30 calendar days must have passed since the First Notice was sent,<br>3. The last registration update must be from the current week, |

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| | 4. Does not have a match to an insurance policy record,<br>5. The registration is not expired, and<br>6. It must have proper information recorded in the registration record, including registration class codes, document types and indicators, and<br>7. The vehicle registration must be the newest for that VIN, Make and Year combination.<br><br>The Second Notice will be assigned a new unique reference number. A relationship between the First and Second Notices will be created. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.1.3. | Mailing and Postage | | |
| | 1. Selected Respondent shall establish a postal permit account with the United States Postal Service (USPS). | Y | |
| | 2. Selected Respondent shall utilize National Change of Address (NCOA) or similar services. | Y | |
| | 3. Selected Respondent shall establish a process to send international mail as necessary. | Y | |
| | 4. The State will advance postage to the established postal permit account, and will maintain an appropriate postage level, for use by the Selected Respondent for the mailing of customer notices. | Y | |
| | 5. Selected Respondent shall submit monthly statements from the USPS with their monthly invoice statements. | Y | |
| | 6. Selected Respondent shall submit a monthly statement detailing postage for mail items that were metered due to damage in the printing process or due to an international address, and other miscellaneous postage expenses. | Y | |
| | 7. Selected Respondent will mail up to 25,000 notices per week. TDI will establish the exact number of weekly notices. The priority for these notices will be:<br>a. Unmatched Notices, first (1st) notice<br>b. Unmatched Notices, second (2nd) notice<br>c. Uninsured Notices, second (2nd) notice<br>d. Uninsured Notices, first (1st) notice | Y | |
| | 8. Selected Respondent will be reimbursed for operational costs at a guaranteed minimum of 25,000 notices per week. Postage will be reimbursed based on actual volume. TDI reserves the right to adjust the number of weekly mailings with fifteen (15) business days notice to the Selected Respondent. | Y | |
| | 9. TDI reserves the right to adjust the guaranteed minimum to 15,000 notices per week or 50,000 notices per week with fifteen (15) business days notice to the Selected Respondent. Selected Respondent will be reimbursed according to the pricing submitted in RFO Exhibit 2. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

The ONLINE|IVS team maintains a postal permit account with the United States Postal Service (USPS) for the delivery of the Unmatched and Uninsured Notices. The ONLINE|IVS team will also utilize the National Change of Address (NCOA) service to help alleviate the number of undeliverable letters. The new address received from using the NCOA service will be used to update the address in the TexasSure database.

The ONLINE|IVS team will establish a process for sending international mail. This may require a change in how the data is reported to HDI from the insurance companies and from TxDMV to ensure the proper fields are reported for sending international mail. This will be explored immediately.

The ONLINE|IVS team will provide TDI with a weekly update as to the amount of postage paid in the account. This will allow TDI the ability to track the prepaid postage amount and to request additional money to prevent a delay in sending notices.

Monthly, the ONLINE|IVS team submits statements to TDI from USPS. One of the statements details postage for mail items that were metered due to damage in the printing process or due to an international address, or other miscellaneous postage expenses.

The ONLINE|IVS team will use the following priority to meet the maximum or established volumes for sending Unmatched and Uninsured Notices.

1. Unmatched First Notices
2. Unmatched Second Notices
3. Uninsured Second Notices
4. Uninsured First Notices

The Unmatched Notices will be generated first. Once there is not a sufficient amount of Unmatched records, First and Second Notices, to generate the weekly amount of letters then the Uninsured records, Second then First Notices, will be used to successfully fulfill the amount required.

HDI understands it will be reimbursed by TDI for operational costs at a guaranteed minimum of 25,000 notices per week and postage will be reimbursed based on actual volume. HDI also understands TDI reserves the right to adjust the number of weekly mailings with fifteen (15) business days notice. HDI will utilize the Dallas, Texas facility of Pitney Bowes to print and mail notices.

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.1.4. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall issue the first (1st) Unmatched Notice and second (2nd) Unmatched Notice within the established time frame, up to the maximum or established volume.<br>2. Selected Respondent shall issue the first (1st) Uninsured Notice and second (2nd) Uninsured Notice within the established time frame, up to the maximum or established volume.<br>3. Selected Respondent shall adhere to the established priority schedule.<br>4. Selected Respondent shall adhere to the requirements detailed above. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>As stated above, the ONLINE\|IVS team will use the following priority to meet the maximum or established volumes for sending Unmatched and Uninsured Notices.<br><br>1. Unmatched First Notices<br>2. Unmatched Second Notices<br>3. Uninsured Second Notices<br>4. Uninsured First Notices<br>The Unmatched Notices will be generated first. Once there is not a sufficient amount of Unmatched records, First and Second Notices, to generate the weekly amount of letters then the Uninsured records, Second then First Notices, will be used to successfully fulfill the amount required. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.6.2. | Call Center | | |
| | Selected Respondent shall establish a call center to process customer responses to the Unmatched and Uninsured Notices. The call center must utilize the motor vehicle registration database provided and updated by TxDMV, in addition to TexasSure match data, the Unmatched List, and the Uninsured List (see RFO Sections 2.4.2. item 10, 2.4.5, and 2.5.1. item 4). | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team is proud of the success that has come from its established call center to process customer responses to the Unmatched and Uninsured Notices. Currently the call center utilizes the motor vehicle registration database provided and updated by TxDMV.<br><br>The ONLINE\|IVS team will expand the customer service system to allow the TexasSure match data, the Unmatched List and the Uninsured List to be used to help the letter recipient as best as possible. This change will allow the Customer Service Representatives (CSRs) to be fully informed and better equipped to handle responses to the Unmatched and Uninsured Notices. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.2.1. | Location, Access, and Service | | |
| | 1. The call center must be located in Texas *unless the Selected Respondent can clearly demonstrate that another U.S. location is in the best interest and value to the State. The call center location must be approved by TDI*. | Y | |
| | 2. The call center must have customer service representatives (CSR) available Monday through Friday, 8 a.m. to 5 p.m., Central Time, Austin, Texas. The call center will be closed on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve Day; Christmas Day; and Day after Christmas. | Y | |
| | 3. Selected Respondent shall maintain one (1) toll-free number. All services offered by the call center must be accessible by touch-tone, pulse, and rotary dial telephones. In addition, the call center must accept calls from hearing impaired services, such as Relay Texas. | Y | |
| | 4. Selected Respondent shall provide and maintain a telecommunications network capable of supporting fluctuating call volumes. | Y | |
| | 5. A call automatically placed on hold prior to the caller receiving a prompt for caller response does not meet the definition of "answered" for the purposes of this RFO. | Y | |
| | 6. Selected Respondent shall provide a response for average wait time for calls on hold. | Y | |
| | 7. Selected Respondent shall define the action to be taken in the event of a systems overload. | Y | |
| | 8. Selected Respondent shall maintain a website with online services available twenty-four (24) hours a day, seven (7) days a week.<br>a. The website must comply with accessibility and usability standards outlined in Chapter 206 of Title 1 of the Texas Administrative Code. These requirements can be found at http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=206<br>b. The website must comply with applicable security standards outlined in | Y | |

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| | Chapter 202 of Title 1 of the Texas Administrative Code. These requirements can be found at http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202<br>c. The website must be capable of collecting and processing information, and providing customer feedback including automated email confirmation of receipt and further instructions.<br>d. The website will be reviewed and approved by TDI and DIR web staff.<br>e. The website must contain a method for customers to check and easily print the status of information following their response to the Unmatched or Uninsured Notice. | | |
| | 9. Selected Respondent shall maintain an integrated voice response (IVR) system available twenty-four (24) hours a day, seven (7) days a week. TDI will approve the language and flow of the IVR system.<br>a. The IVR must respond to "keyed" commands from customers using touch-tone phones. The IVR is not required to respond to voice commands, but this option is preferred.<br>b. The IVR must capture the length of time a caller must wait for their call to be answered by a Call Center Representative.<br>c. The IVR must contain a method for customers to check the status of information following their response to the Unmatched or Uninsured Notice.<br>d. Selected Respondent shall apply necessary or requested changes to the IVR within thirty (30) calendar days of notice from TDI. | Y | |
| | 10. All call center services must be available in both English and Spanish. CSR staff must utilize language line services to accommodate customers speaking other languages. | Y | |
| | 11. Selected Respondent shall maintain reasonable practices to ensure the confidentiality of customer information. | Y | |
| | 12. All calls received and/or placed by a CSR must be recorded and logged. Recorded calls must be kept for a period of four (4) weeks. Recordings must be made available to TDI upon request. | Y | |
| | 13. All calls received must be prioritized on a first in, first out (FIFO) basis. | Y | |
| | 14. Responses received via IVR, website and mail must be processed within five (5) | Y | |

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| | business days. | | |
| | 15. Mail responses from consumers, data concerning any forwarding of mail by the USPS and returned mail from USPS must be scanned and held for a minimum of fourteen (14) calendar days before destruction. Scanned documents must be available to the CSR and TDI as needed. | Y | |
| | 16. Selected Respondent shall maintain address updates identified through consumer responses, USPS forwarded mail notices, USPS return mail notices, and NCOA (or similar service) data. | Y | |
| | 17. Selected Respondent shall provide remote access to the call center system to up to four (4) TDI staff. This access must include the ability to research and/or process customer information. | Y | |
| | 18. Selected Respondent shall provide remote call monitoring capability to up to four (4) TDI staff. | Y | |
| | 19. Selected Respondent shall provide appropriate mechanisms for TDI to monitor the above stated requirements and performance standards on a regular basis. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The purpose of the TexasSure Call Center is to respond to the needs that stem from the notices generated in the OVP process.<br><br>**Call Center Requirements**<br>The ONLINE\|IVS team's TexasSure call center is located in San Marcos, Texas. The hours of operation for the Call Center are Monday through Friday, 8am to 5pm Central Time. The Call Center is closed on the following holidays:<br>• New Year's Day (January 1)<br>• Martin Luther King, Jr. Day<br>• Presidents' Day<br>• Memorial Day<br>• Independence Day (July 4)<br>• Labor Day<br>• Veteran's Day (November 11)<br>• Thanksgiving Day<br>• Day after Thanksgiving<br>• Christmas Eve Day (December 24) | | |

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| | • Christmas Day (December 25)<br>• Day after Christmas (December 26)<br>The Call Center is not open to the public but pre-approved TDI personnel and their guests are allowed admittance at any time during the hours of operation.<br>The call center has one toll-free number. This number is included on the Unmatched and the Uninsured Notices. The call center accepts calls from touch-tone, pulse, and rotary phones. The call center also accepts calls from Relay Texas, for hearing impaired individuals. The telecommunications network that HDI currently uses is capable of supporting fluctuating call volumes.<br><br>The ONLINE\|IVS team understands that the definition of "answered" is not a call automatically placed on hold prior to the caller receiving a prompt for a caller response. The ONLINE\|IVS team does not use this tactic. The Call Center includes both Interactive Voice Response (IVR) and staff assisted services performed by Customer Service Representatives (CSR).<br>1. All calls are answered using the ONLINE\|IVS team's Fonality phone system. At that time, the caller is greeted and asked to select English or Spanish to continue. Language Line services are available to callers who speak a language other than English or Spanish.<br>2. Once a selection is made the caller proceeds to the IVR. If no selection is made, the caller is transferred to an English speaking CSR.<br><br>The Fonality phone system used by the ONLINE\|IVS team in the call center can easily provide a report for average wait times for calls on hold.<br><br>The IVR system and Call Center capacity is defined at 100 concurrent calls. At the point that 100 concurrent calls are placed, any additional calls will be sent to a voice mail message asking for contact information. Once the call volume has stabilized, CSRs will listen to all voice mail messages and contact the customers accordingly.<br><br>All call center services are offered in both English and Spanish. The CSRs utilize a language line service to accommodate customers speaking other languages.<br><br>The CSRs are trained in various areas to ensure that they can effectively and appropriately handle any caller. These areas include but are not limited to:<br>1. Office Procedures – the rules and guidelines for the CSRs. |

2. Computer Station – how to use the computers, including logging in and signing into the program.
3. Soft Skills – how to handle the interaction between CSRs and the callers, including procedures for difficult or angry callers.
4. Using PBXtra (Fonality VoIP Phone) – how to use the software telephone.
5. Call Center Policies and Procedures – how to handle calls, enter data, update information, close records, etc.
6. Confidentiality – how to ensure the confidentiality of customer information.

All calls received by a CSR are:

1. Recorded –The calls handled by the CSR are recorded using the Fonality phone system. These recordings can be made available to TDI staff upon request.
2. Logged/Tracked – The logged call history becomes part of the record maintained on the vehicle in the database.
3. Prioritized – All calls are handled on a first in, first out priority ranking system.
4. Routed – All calls are routed by the Fonality phone system. Based on responses received when the call is answered, it could be routed to the English or Spanish IVR, to a CSR, to an after-hours message, etc.
5. Reported – Reports for all CSR calls are published to the TexasSure website. A link is provided on the FRVP website.
6. Resolved/Closed – All CSR calls are resolved within 5 business days of receipt, including any notices to the caller via email or telephone.

**Website Requirements**

The TexasSure website is www.texassurehelp.com. This website is available twenty-four (24) hours a day, seven (7) days a week.

The current website and any future enhancements will:

1. Comply with accessibility and usability standards outlined in Chapter 206 of Title 1 of the Texas Administrative Code.
2. Comply with applicable security standards outlined in Chapter 202 of Title 1 of the Texas Administrative Code.
3. Reviewed and Approved by TDI and DIR web staff.

The website services are provided in both English and Spanish. It collects data and responses. Some of the responses are automatically resolved based on the customer's response. Others are placed in a queue to be reviewed and completed by a CSR. Upon completion of a web response, an automated email confirmation of receipt will be provided to the customer including any additional instructions, if the customer provided an email address.

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| | Information entered by the customer using the website is completely processed within five business days unless follow-up is required. If follow-up is required, it is initiated by a CSR within five business days of the customer first entering data on the website.<br><br>The current website does provide the customer with a confirmation of the process that has been completed and any additional instructions. There is not currently a method to check and easily print the status of information following a customer's web site response to an Unmatched or Uninsured Notice. However, the ONLINE\|IVS team is willing to provide this capability in the future. The ONLINE\|IVS team will work with TDI to develop an acceptable means to provide this type of service to a customer.<br><br>**IVR Requirements**<br><br>The IVR system is available twenty-four (24) hours a day, seven (7) days a week. The IVR answers all incoming calls that are made using the dedicated toll-free number. The IVR is provided in both English and Spanish. The flow and language of the IVR has been approved by TDI and any future enhancements will be made at the direction of TDI.<br><br>The IVR responds to keyed commands and voice responses. It also prioritizes all calls using the first in, first out strategy.<br><br>The amount of time between when a caller enters the CSR queue and when a call is answered by a CSR is captured for reporting purposes.<br><br>The current IVR does provide the customer with a confirmation of the process that has been completed and any additional instructions. The current method for customers to check the status of information following their response to an Unmatched or Uninsured Notice is to press zero for an operator. When the customer requests a confirmation, the information is provided by the CSR. This is the best means for providing a confirmation to the customer via the Call Center.<br><br>The ONLINE\|IVS team understands any necessary or requested changes to the IVR should be completed within thirty (30) calendar days of notice from TDI. The ONLINE\|IVS team respectfully suggests TDI consider the scope of the changes when enforcing the thirty (30) day completion time. Language and recording changes can typically be completed and tested within a matter of days, however, process or programming changes may take longer than thirty |

(30) days if the changes are extensive.

Information entered by the customer using the IVR is completely processed within five business days unless follow-up is required. If follow-up is required, it is initiated by a CSR within five business days of the customer first entering data into the IVR.

**Mail Requirements**

Mail that is returned to the ONLINE|IVS team by the consumer is handled in the following manner:

1. Scanned, including any additional material supplied with the letter. These scanned documents are available to the CSR and TDI staff as needed.
2. Images are attached to the record in the database with the matching reference number.
3. Data on the returned form is keyed into the database.
4. Updated using the Letter Returned indicator as returned, response received.
5. Documented when follow up contact is made.
6. Documented when follow up contact is completed and the record completed.
7. Store physical letter for two weeks.
8. Shred physical letter for disposal after 14 calendar days.

Mail that is returned to HDI by the USPS is handled in the following manner:

1. Scanned, including any additional material supplied with the letter. These scanned documents are available to the CSR and TDI staff as needed.
2. Images are attached to the record in the database with the matching reference number.
3. Updated using the Letter Returned indicator as returned, undeliverable.
4. Store physical letter for two weeks.
5. Shred physical letter for disposal after 14 calendar days.

Address updates identified through customer responses, USPS forwarded mail notices, USPS return mail notices, and NCOA data will be maintained in the TexasSure database.

**TDI Staff Requirements**

The ONLINE|IVS team will provide remote access to the call center system for up to four (4) TDI staff members. This

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| | access will include the ability to research and/or process customer information. System access and log-ins will be provided accordingly. The ONLINE\|IVS team will also provide remote call monitoring capability for up to four (4) TDI staff members.<br><br>The ONLINE\|IVS team will provide the appropriate mechanisms, such as reports, for TDI to monitor the above stated requirements and performance standards on a regular basis. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.2.1.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall maintain appropriate staffing levels to meet the following performance standards Monday through Friday, 8 a.m. to 5 p.m., Central Time, Austin, Texas:<br>a. An average of eighty percent (80%) of calls answered within sixty (60) seconds; the remaining twenty percent (20%) to be answered within 120 seconds.<br>b. No call will receive a busy signal for the first one hundred (100) calls, or a level defined by the Selected Respondent and agreed upon by TDI.<br>c. Selected Respondent shall provide a response for average wait time for calls on hold.<br>d. Eighty percent (80%) of CSR assisted calls must be answered within sixty (60) seconds of call transfer; the remaining twenty percent (20%) must be answered within 120 seconds.<br>e. One hundred percent (100%) of IVR calls must be answered within five (5) seconds of menu selection.<br>3. Access to the website and IVR system must be available twenty-four (24) hours a day, seven (7) days a week.<br>4. Responses received via IVR, website and mail must be processed within five (5) business days. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team currently maintains the appropriate staffing levels to meet the following performance standards Monday through Friday, 8 a.m. to 5 p.m., Central Time:<br><br>1. An average of eighty percent (80%) of calls answered within sixty (60) seconds and the remaining twenty percent (20%) are answered within 120 seconds.<br>2. No call receives a busy signal for the first one hundred (100) calls. After one hundred (100) calls, a voice mail message is utilized.<br>3. The customer is provided with an assigned number for the order in which their call will be answered if they are | | |

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| | placed on hold.<br>4. Eighty percent (80%) of CSR assisted calls are answered within sixty (60) seconds and the remaining twenty percent (20%) is answered within 120 seconds.<br>5. One hundred percent (100%) of the IVR calls are answered within five (5) seconds of menu selection.<br><br>The current website and IVR system is available twenty-four (24) hours a day, seven (7) days a week. All responses received via IVR, website and mail are processed within five (5) business days. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.2.2. | Processing Consumer Responses | | |
| | 1. Selected Respondent shall process consumer responses received via CSR, IVR, website, and mail. | Y | |
| | 2. If a call-back or follow-up with a customer is required, Selected Respondent shall make up to two (2) attempts to contact the customer within ten (10) business days. | Y | |
| | 3. Selected Respondent shall update the TexasSure database on at least a nightly basis with all applicable information collected via customer responses during the previous twenty-four (24) hours. This information must include, but is not limited to: date of notice; date of customer response; customer response type; and customer provided insurance information. | Y | |
| | 4. Selected Respondent will be reimbursed for operational costs at a guaranteed minimum of 30,000 closed transactions per month. Transactions over the guaranteed minimum will be billed at a per closed transaction rate according to the pricing submitted by Selected Respondent in RFO Exhibit 2.<br>a. A closed transaction is defined as an individual case number or reference code that has been resolved and completed following customer response(s). | Y | |
| | 5. As deemed necessary by operational history of the call center, TDI reserves the right to adjust the guaranteed minimum to 15,000 closed transactions per month or 60,000 closed transactions per month with thirty (30) business days notice to the Selected Respondent. Selected Respondent will be reimbursed according to the pricing submitted in RFO Exhibit 2. | Y | |
| | 6. TDI and the Selected Respondent will mutually establish and agree to processes and procedures for processing call center transactions. These processes will be detailed in documentation submitted in accordance with RFO Section 2.6.5. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>After a notice has been mailed, there are several types of responses that the ONLINE\|IVS team is responsible for processing.<br><br>1. No Response – results in a second notice being sent to the customer. | | |

2. Call Response – is processed by a CSR.
3. IVR Response – automatically resolves in the system or is processed by a CSR.
4. Web Response – automatically resolves in the system or is processed by a CSR.
5. Mail Response – is processed by a CSR.
6. Returned Mail – is processed by a CSR.

If a call-back or follow-up with a customer is required, the CSRs make up to two attempts to contact the customer with ten business days of the initial contact.

The ONLINE|IVS team updates the TexasSure system on at least a nightly basis with all applicable information collected via customer responses during the previous twenty-four (24) hours. This information includes:

- Date of Notice
- Date of Customer Response
- Customer Response Type
- Customer Provided Insurance Information

The ONLINE|IVS team understands that TDI will reimburse the operational costs at a guaranteed minimum of 30,000 closed transactions per month, although this number may be adjusted by TDI with thirty (30) days notice. The ONLINE|IVS team also understands transactions over the guaranteed minimum will be billed at a per closed transaction rate according to the pricing associated with this RFO response. The ONLINE|IVS team understands that a closed transaction is defined as an individual reference number that has been resolved and completed following a customer response.

The ONLINE|IVS team will work closely with TDI to establish the processes and procedures for processing call center transactions. The ONLINE|IVS team will be responsible for documenting the processes and procedures upon final approval from TDI.

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.2.2.1. | Unmatched Notices | | |
| | 1. Selected Respondent shall assist Unmatched customers in identifying the reason for the non-match and provide instructions to correct information as necessary. | Y | |
| | 2. Selected Respondent shall have the ability to locate a customer record using the individual case number or reference code, or by using the customer name and address, or VIN. | Y | |
| | 3. Selected Respondent shall capture and store all customer responses, including but not limited to:<br>a. Insurance policy information was not correct<br>b. Vehicle registration was expired or the information is not accurate<br>c. Vehicle is not registered in Texas<br>d. Vehicle was recently sold | Y | |
| | 4. Selected Respondent shall provide a match between vehicle registration and insured vehicle policy information in cases where the CSR and caller can confirm the relationship between the two (2) records. If information is identified that should be corrected, caller must be provided instructions regarding how to correct that information. | Y | |
| | 5. For any match created through the Call Center process, Selected Respondent shall ensure that the insured vehicle information is kept current following each weekly submission period. This includes: changes to policy information, such as driver names and address; changes to policy effective and expiration dates; and maintaining current Last Match Dates. | Y | |
| | 6. Any match created through the Call Center process must remain effective until or unless a new system match overrides that created match. | Y | |
| | 7. In the event a match created through the Call Center process must override a match made through the system match process, Selected Respondent shall ensure that the original insurance record incorrectly matched to the registration record is included in the Unmatched file. | Y | |
| | 8. Selected Respondent may provide insurance company contact information to customers upon request. | Y | |

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| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team's CSRs will assist Unmatched customers by identifying the reason for the non-match and provide instructions to correct information as necessary. A CSR will locate a customer record using the reference number or by searching using the customer name and address or VIN.<br><br>The ONLINE\|IVS team currently captures and stores all customer responses, including but not limited to:<br><br>1. Insurance policy information was not correct<br>2. Vehicle registration was expired or the information is not accurate<br>3. Vehicle is not registered in Texas<br>4. Vehicle was recently sold<br><br>The ONLINE\|IVS team provides a match between vehicle registration and insured vehicle policy information in cases where the CSR and customer can confirm the relationship between the two records. If the information is identified and should be corrected, the customer is provided instructions regarding how to correct that information, including insurance company contact information or TxDMV contact information.<br><br>For a match created through the Call Center process (OVP Match), the ONLINE\|IVS team will ensure that the insured vehicle information is kept current following each weekly submission period. This includes:<br><br>1. Changes to policy information, such as driver names and address<br>2. Changes to policy effective and expiration dates, and<br>3. Maintaining current Last Match Dates.<br><br>Any OVP Match will remain in effect until or unless a new system match (a Full Book Match) overrides the OVP Match. In the event an OVP Match must override a match made through the Full Book Match process, the ONLINE\|IVS team will ensure that the original insurance record incorrectly matched to the registration record is included in the Unmatched file. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.2.2.2. | Uninsured Notices | | |
| | 1. Selected Respondent shall assist Uninsured customers in identifying the reason for the uninsured status and provide instructions to correct information as necessary. | Y | |
| | 2. Selected Respondent shall have the ability to locate a customer record using the individual case number or reference code, or by using the customer name and address, or VIN. | Y | |
| | 3. Selected Respondent shall capture and store all customer responses, including but not limited to:<br>a. The vehicle is out of service<br>b. Vehicle was recently sold<br>c. The vehicle is insured on a commercial auto policy<br>d. The vehicle is insured on a personal auto policy<br>e. The vehicle is self-insured | Y | |
| | 4. Selected Respondent shall collect commercial and personal auto insurance policy information from Uninsured customers, as applicable. Selected Respondent shall verify the reported policy information directly with the insurance company, which may include requesting and receiving a copy of the policy declarations page. Selected Respondent shall make up to two (2) attempts to verify the reported policy information with the insurance company within ten (10) business days. Information provided by an insurer must be captured and stored with the applicable record. If the insurance company does not confirm the coverage or does not respond to the request for confirmation, the Selected Respondent shall communicate with the Uninsured customer and determine an appropriate solution, which may include contacting an additional insurance company if the first company contact was in error or escalating the issue to TDI for additional research, such as for insurer non-compliance or suspected insurance fraud. Specific processes and procedures related to the coverage confirmation process will be determined jointly with TDI and the Selected Respondent. | Y | |

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| | 5. Selected Respondent shall collect self insurance information from Uninsured customers, as applicable. Selected Respondent shall verify the self insurance information with DPS. If DPS does not confirm the self insurance, the Selected Respondent shall communicate with the Uninsured customer and determine an appropriate solution. Specific processes and procedures related to the coverage confirmation process will be determined jointly with TDI and the Selected Respondent. | Y | |
| | 6. Selected Respondent shall provide a match between vehicle registration and insurance information in cases where the customer reports commercial, personal or self insurance for a vehicle. The match must be removed within five (5) business days if the insurance information cannot be confirmed with the insurance company or DPS.<br>a. Selected Respondent shall search reported insurance policy records to determine if the claimed insurance is being reported to TexasSure. If the insurance record is being reported by the insurer with their weekly submission, Selected Respondent shall assist the customer in identifying the reason for the non-match and provide instructions regarding how to correct that information. | Y | |
| | 7. For any match created through the Call Center process where the insurance record is reported to TexasSure, Selected Respondent shall ensure that the insured vehicle information is kept current following each weekly submission period. This includes: changes to policy information, such as driver names and address; changes to policy effective and expiration dates; and maintaining current Last Match Dates. | Y | |
| | 8. Selected Respondent may provide insurance company contact information to customers upon request. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team's CSRs assist Uninsured customers by identifying the reason for the uninsured status and provide instructions to correct information as necessary. A CSR will locate a customer record using the reference number or by searching using the customer name and address or VIN. | | |

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| | The ONLINE\|IVS team captures and stores all customer responses, including but not limited to:<br><br>1. The vehicle is out of service<br>2. Vehicle was recently sold<br>3. The vehicle is insured on a commercial auto policy<br>4. The vehicle is insured on a personal auto policy<br>5. The vehicle is self-insured<br><br>The CSR collects commercial and personal auto insurance policy information for the Uninsured customers, as applicable. The ONLINE\|IVS team will verify the reported policy information directly with the insurance company, which may include requesting and receiving a copy of the policy declarations page. The ONLINE\|IVS team will make up to two attempts to verify the reported policy information with the insurance company within ten business days. Information provided by an insurer will be captured and stored with the applicable record.<br><br>If the insurance company does not confirm the coverage or does not respond to the request for confirmation, the ONLINE\|IVS team will communicate with the Uninsured customer and determine an appropriate solution, which may include contacting an additional insurance company if the first company contact was in error or escalating the issue to TDI for additional research, such as for insurer non-compliance or suspected insurance fraud. The ONLINE\|IVS team will work closely with TDI to determine the specific processes and procedures related to the coverage confirmation process.<br><br>The CSR collects self insurance information from Uninsured customers, as applicable. The ONLINE\|IVS team will verify the self insurance information with DPS. If DPS does not confirm the self insurance, the ONLINE\|IVS team will communicate with the Uninsured customer and determine an appropriate solution. The ONLINE\|IVS team will work closely with TDI to determine the specific processes and procedures related to the coverage confirmation process.<br><br>The ONLINE\|IVS team provides a match between vehicle registration and insurance information in cases where the customer reports commercial, personal or self insurance for a vehicle. The match will be removed within five business days if the insurance information cannot be confirmed with the insurance company or DPS.<br><br>The ONLINE\|IVS team will search reported insurance policy records to determine if the claimed insurance is being reported to TexasSure. If the insurance record is being reported by the insurer with their weekly submission, the |

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| | ONLINE\|IVS team will assist the customer in identifying the reason for the non-match and provide instructions regarding how to correct that information, including insurance company contact information or TxDMV contact information.<br><br>For any OVP Match where the insurance record is reported to TexasSure, the ONLINE\|IVS team will ensure that the insured vehicle information is kept current following each weekly submission period. This includes:<br><br>1. Changes to policy information, such as driver names and address<br>2. Changes to policy effective and expiration dates, and<br>3. Maintaining current Last Match Dates. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.2.2.3. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will adhere to the requirements stated above. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.3. | Report Production | | |
| | Selected Respondent shall provide to TDI program-related reports via a secure and password protected web site. Reports will be used to monitor program activity, program effectiveness, insurer compliance, customer responsiveness, and Selected Respondent's activities and operations. The reports must be available for download in Microsoft Excel or .csv file. Full audit capability is required for each report. The specific requirements for each report will be finalized with the Selected Respondent. The reports must include, but are not limited to:<br>1. Quality Assurance Reports<br>2. Outgoing Letter Statistics<br>3. Letter Response Statistics<br>4. Response Type Statistics<br>5. Response Time to Resolution<br>6. Match Detail – Unmatched Responses<br>7. Match Detail – Uninsured Responses with Coverage Confirmation<br>8. Claimed Commercial Auto Insurance Detail<br>9. Claimed Personal Auto Insurance Detail<br>10. Claimed Self Insurance Detail<br>11. Call Center Activity Statistics | Y | |
| 2.6.3.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>3. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.<br>4. Selected Respondent shall develop ad hoc reports as requested by TDI. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team submits several of these reports currently. For any new reports and log files of the various update and reporting processes, the ONLINE\|IVS team will work with TDI to finalize formats in order to make these reports available. All of the reports will be available for download in Microsoft Excel or .csv formats off of the webpage at a | | |

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| | minimum between 7 AM and 7 PM Central time, and will be posted before the fifth business day every month. The ONLINE\|IVS team shall develop ad hoc reports as requested by TDI. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.4. | Testing and Deliverable Acceptance Criteria | | |
| 2.6.4.1. | Testing | | |
| | Test planning and execution shall include the following processes, subject to TDI review and approval:<br>1. Selected Respondent shall establish a detailed system test plan;<br>2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;<br>3. Selected Respondent shall develop test scripts;<br>4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;<br>5. Selected Respondent shall work with TDI to execute a parallel test of the program;<br>6. Selected Respondent shall perform load testing;<br>7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and<br>8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.<br><br>TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies. | Y | |
| 2.6.4.2. | Deliverable Acceptance Criteria | | |

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| | 1. TDI must have a minimum of ten (10) business days to review final deliverables;<br>2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;<br>3. Acceptance will be achieved under any one of the following conditions:<br>a. TDI provides written acceptance of the deliverable during the review period;<br>b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or<br>c. The deliverable review period expires with no changes requested by TDI. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>As outlined under Section 2.4.7, the ONLINE\|IVS team will employ a robust testing strategy to include full documentation of the testing phase and our Test Plan which will be submitted to TDI for review and approval after requirements are fully documented and validated.<br><br>We excel in this area due to utilization of an iterative approach to testing as outlined in Section 2.5.4. As a result, Service 3, involving call center activity and customer notices, can be treated as a separate module for implementation and testing. The ONLINE\|IVS team can break the project into small parts after each module is built, the code can be locked down and testing occur on this module. This allows the ONLINE\|IVS team to roll into SIT effectively when all modules can finally be tested at once. There should be fewer errors coming from the final SIT and UAT since each module leading up to this point would have gone through the test phase. Errors are found much earlier and are easier to fix so by the time TDI enters UAT, the base system has already been up and running for a while as the earlier modules are implemented.<br><br>The ONLINE\|IVS team testing approach and planning is outlined in our response to Section 2.4.7.1. System testing specific to Service 3 (call center and customer notices) will be centered on accurate generation of customer notices. Again, as part of requirements gathering, the ONLINE\|IVS team will collect the specific deliverable acceptance criteria for each letter and related reports from TDI. These criteria will become part of the requirements matrix and documentation used to ensure technical and functional requirements are captured during the testing phase and validated. Depending upon the size of this module, system requirements for testing may be combined in another module.<br><br>The ONLINE\|IVS team approach to determining and meeting deliverable acceptance criteria from TDI is outlined in Section 2.4.7.2., of this response. The original template for a draft DR Plan will follow the outline and topics outlined in | | |

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| | Section 2.7 of the RFP. Timing for delivery of the draft DR Plan will be included in the Project Plan to include allowing for minimum review time for both internal ONLINE\|IVS team deliverable reviews and TDI reviews. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.6.5. | Documentation Deliverables | | |
| | Selected Respondent shall produce the following documents for the review and approval of TDI. These may be stand-alone documents or may be part of a larger project document. These documents must be living documents that will be updated with approval as the project proceeds. Selected Respondent shall adhere to the finalized documents during the operation of TexasSure.<br>1. Project Management Plan<br>2. Project Work Plan<br>3. Change Management Plan<br>4. Quality Management Plan, including procedures for regular Quality Assurance Reports<br>5. Methodology<br>6. Detailed Requirements Documentation<br>7. Training Plan<br>8. Operating Procedures | Y | |
| 2.6.5.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements established in the above documentation.<br>2. Selected Respondent shall submit Quality Assurance reports on at least a quarterly basis. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The project management staff will produce all necessary documentation for the review and approval of TDI. It is the responsibility of the ONLINE\|IVS team to keep the documentation updated upon approval of TDI. The ONLINE\|IVS team also understands it is to adhere to the finalized documentation during the operation of TexasSure.<br><br>Upon award, the ONLINE\|IVS team will begin updating existing documentation to reflect the work required under the new contract. As business requirements are set for Service 3 – Customer Notices and Call Center, the ONLINE\|IVS team will document the requirements and seek approval from TDI. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.7. | Service 4 – Disaster Recovery | | |
| | Selected Respondent shall develop, maintain and implement a plan to manage serious business interruptions which severely damage, destroy or contaminate essential elements of the program, rendering the program inoperable. | Y | |
| | 1. The disaster recovery plan must meet the following criteria:<br>a. A single data center solution is acceptable<br>b. Critical time is seven (7) days per week, twenty-four (24) hours per day<br>c. Return to Operations (RTO) is within two (2) hours during the critical time period<br>d. Recovery Point Objective (RPO) will be the "last data load"<br>e. Either a hot site or cold site may be employed to meet the RTO<br>f. A minimum weekly backup following the data load | Y | |
| | 2. Selected Respondent shall complete disaster recovery testing within six (6) months after the production date and annually thereafter. | Y | |
| | 3. Selected Respondent shall adjust the disaster recovery plan as program needs change. | Y | |
| | 4. Selected Respondent shall ensure that the disaster recovery plan complies with all applicable standards, including the National Institute of Standards and Technology Special Publication 800-34 and 800-66 Section 4.7. These standards can be found at http://csrc.nist.gov/publications/nistpubs/800-34/sp800-34.pdf and http://csrc.nist.gov/publications/nistpubs/800-66-Rev1/SP-800-66-Revision1.pdf. | Y | |
| | 5. Selected Respondent shall develop a disaster recovery plan that addresses the following topics, in whole or in part, unless otherwise directed by TDI:<br>a. Background<br>i. Purpose<br>ii. Goals and objectives<br>iii. Benefits<br>b. Scope<br>i. Policies<br>ii. Overview | Y | |

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| | c. IT Disaster Declaration Criteria<br>i. Operational Priorities<br>ii. Levels of Response<br>iii. Procedures for Invoking Contingency Mode<br>iv. Required Authorizations<br>v. Notification Procedures<br>vi. Media Handling Procedures<br>d. IT Call Out Procedure<br>e. Contingency Mode Resource Plan<br>i. Functional Org Chart<br>ii. Teams Roles and Responsibilities<br>iii. Recovery Team Director<br>iv. Command Center Coordinator<br>v. Recovery Team Leaders<br>vi. Recovery Teams<br>vii. Key Personnel Emergency Contact List<br>viii. Key Service Providers and Vendors Contact List<br>ix. Manpower Recovery Strategy<br>f. Key Documents and Procedures<br>i. Documents and Records Vital to IT Processes<br>ii. Emergency Stationery and Office Supplies<br>iii. Emergency Office Equipment<br>g. Notification and Reporting<br>i. Notifying and Mobilizing the Teams<br>ii. Notifying Management and Key Employees<br>iii. Handling Personnel Family Notification<br>iv. Handling Media<br>v. Maintaining Event Log<br>vi. Phase Reporting<br>h. Mainframe Recovery Activities and Procedures<br>i. Servers Recovery Activities and Procedures<br>j. Network Recovery Activities and Procedures<br>k. Other Cross Functional Recovery Activities and Procedures<br>l. Return to Normal Operating Mode | | |

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| | i. Criteria for Returning to Normal Operating Mode<br>ii. Procedures for Returning to Normal Operating Mode<br>iii. Procedures for Recovering Lost or Damaged Information<br>iv. Detailed Lists, Inventories and Services Required<br>m. Training and Test Procedures<br>i. Managing the Training Process<br>ii. Training Process and Schedule<br>1. Team Training<br>2. User Training<br>iii. Risk Management<br>iv. Testing of Recovery Plan<br>1. Planning the Tests<br>2. Scheduling the Tests<br>3. Conducting the Tests<br>4. Test Schedule<br>5. Test Scenario<br>6. Test Monitoring | | |
| | 6. Selected Respondent shall provide reports related to disaster recovery activity on a monthly basis. Content must include statistics related to program back-ups and disaster recovery testing. The specific content of such reports will be detailed with the Selected Respondent following contract award. | Y | |
| 2.7.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall adhere to the established disaster recovery plan, including business continuity, and back-up and data mirroring methodologies.<br>3. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>4. Selected Respondent shall make the reporting web site available at least between 7 a.m. and 7 p.m., Central Time, Austin, Texas, Monday – Friday.<br>5. Selected Respondent shall develop ad hoc reports as requested by TDI. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will work closely with the State to develop and implement a plan to manage serious business | | |

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| | interruptions which severely damage, destroy or contaminate essential elements of the program, rendering the program inoperable. Once developed, the Disaster Recovery Plan will be reviewed and updated by the ONLINE\|IVS team on an annual basis. Either the ONLINE\|IVS team or the state can request that the document be updated should changes need to be made to any approach within the Plan.<br><br>The ONLINE\|IVS team understands the nature of the work and the importance that the system be working at full capacity 7 days a week, 24 hours a day. The Disaster Recovery Plan that is put forward will focus on making sure that operations are not interrupted for more than 2 hours, and the recovery point objective for system recovery is the last data load. The ONLINE\|IVS team uses NIST guidelines currently when designing a system, and will take their own experience into account when designing a plan to meet the requirements. Requirements listed herein that go above and beyond NIST standards will be addressed and the ONLINE\|IVS team will comply.<br><br>The ONLINE\|IVS team will be reworking the Disaster Recovery Plan to account for the changes required in this document. Currently, each functioning server within the system has a complete duplicate in the same rack which serves as a failover should there be problems. Monumental problems which threaten the entire data center would cause us to restore to a cold disaster recovery site. Complete details will be available in the Disaster Recovery Plan.<br><br>Although the ONLINE\|IVS team currently publishes some reports related to the disaster recovery plan, as well as reports on standard maintenance which showcase disaster recovery preparation, we will be happy to institute any reports necessary to prove our preparation and resolve towards protecting the system, as well as our determination to return the system to full operation within acceptable time frames. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.7.2. | Testing and Deliverable Criteria | | |
| 2.7.2.1. | Testing | | |
| | Test planning and execution shall include the following processes, subject to TDI review and approval:<br>1. Selected Respondent shall establish a detailed system test plan;<br>2. Selected Respondent shall establish a process and timeline for testing the system prior to implementation;<br>3. Selected Respondent shall develop test scripts;<br>4. TDI will conduct user acceptance testing, execute test scripts, report test results, and sign-off on each completed user acceptance test cycle;<br>5. Selected Respondent shall work with TDI to execute a parallel test of the program;<br>6. Selected Respondent shall perform load testing;<br>7. Selected Respondent shall test the exchange of data with systems external to the insurance verification program; and<br>8. Selected Respondent shall perform all other test functions, including data preparation, technical support, user documentation and bug tracking.<br><br>TDI must be allowed a minimum of thirty (30) business days to complete user acceptance tests and identify any necessary modifications. If TDI's acceptance test procedures disclose operational or performance deficiencies, TDI will prepare a list of deficiencies within ten (10) business days of the test completion and forward the list to Selected Respondent. Selected Respondent shall within thirty (30) business days of receipt of notification correct all deficiencies and provide notice to TDI that the system is available for re-testing. Upon completion of an unsuccessful second (2nd) acceptance test, Selected Respondent will have an additional thirty (30) business days to correct all deficiencies. If the third (3rd) acceptance test fails, TDI at its own option may elect one (1) of the following: (a) negotiate a settlement of the issues; or (b) reject the system, in which case TDI will have all legal and equitable remedies. | Y | |
| 2.7.2.2. | Deliverable Acceptance Criteria | | |
| | 1. TDI must have a minimum of ten (10) business days to review final deliverables; | Y | |

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| | 2. Selected Respondent shall provide TDI with early drafts or prototypes of deliverables;<br>3. Acceptance will be achieved under any one of the following conditions:<br>a. TDI provides written acceptance of the deliverable during the review period;<br>b. All requested changes are made to TDI's satisfaction and TDI provides written acceptance of the deliverable and requested changes; or<br>c. The deliverable review period expires with no changes requested by TDI. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team proposes a disaster recovery plan that ensures business continuity and a system availability rate of 99.8% or higher. Our plan anticipates serious business interruptions of all types, from the least serious to the most serious. The disaster recovery plan revolves around the use of the State's data center in San Angelo, HDI's disaster center in Auburn, Alabama, and the use of the State's TEX-AN2000 telecommunications infrastructure. Hardware and software redundancy is a crucial element in our disaster recovery plan. To this end, two exact systems will be maintained in the San Angelo data center, both "hot" systems. One will be designated as primary and one as back-up. Every component will be duplicated as we currently have in place today. This is in addition to utilizing servers with dual processors, dual power supplies, and RAID configurations. In the event of a component failure, regardless of cause, the duplicate component can be quickly brought online. Then the failed component will be replaced or repaired and re-inserted into system operation. For failures of a more severe nature, such as fires or tornadoes, another "hot" system is located in Auburn. This system is yet another duplicate of the two in San Angelo. It will be brought online using back-up TEX-AN2000 telecommunications facilities in the event of a catastrophe at the primary data center.<br><br>The ONLINE\|IVS team's testing approach for Service 4, Disaster Recovery while different from system testing, follows the same basic strategy centered around defining requirements as the foundation for testing. Rather than develop a separate test plan deliverable for disaster recovery, aspects of DR testing will be contained in the DR Plan as a deliverable. The DR Plan will outline the planning, scheduling, how tests will be conducted, and test scenarios and monitoring. Testing will cover daily back-up and storage activities as well as periodic test and recovery of the entire system. Test results, issues, and lessons learned will be fully documented as applicable after each test. Issues will be logged in the project issue repository for review by TDI and assigned a resource to track and monitor until the issue is satisfactorily resolved. Test scripts will be designed for use in following a step-by-step approach to conducting each DR related test. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.8. | Security | | |
| | 1. Selected Respondent shall, at a minimum, adhere to security standards as outlined in Chapter 202 of Title 1 of the Texas Administrative Code. A copy of this rule is available at: http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202&rl=Y | Y | |
| | 2. Selected Respondent shall ensure that the program is protected against unauthorized access, disclosure, modification or destruction, whether accidental or deliberate, as well as to assure the availability, integrity, utility, authenticity, and confidentiality of information. | Y | |
| | 3. At a minimum, a unique ID and password should be required for each staff user to access the program. The password must be changed at intervals of no more than ninety (90) calendar days. | Y | |
| | 4. Selected Respondent shall ensure that access to confidential vehicle and motorist information is restricted, as required by United States Code Chapter 18, Section 2721, and Texas Transportation Code, Section 601.454. Selected Respondent shall employ a formal process for granting and revoking user access to TexasSure systems. This process must include an access form that requires users to report changes in job responsibilities that affect their use of TexasSure. | Y | |
| | 5. Selected Respondent shall demonstrate an understanding of the Criminal Justice Information System (CJIS) Security Policy requirements and provide documentation on how the proposed solution addresses each of the requirements dictated by the CJIS Security Policy. The CJIS Security Policy provides the most recent security requirements mandated by the Criminal Justice Information Services of the FBI. It is recommended that Respondents provide this response in a matrix format. The Selected Respondent will be required to include the CJIS Security Addendum as part of the final contract. The CJIS Security Addendum is included in the sample contract found in Exhibit 4. | Y | |
| | 6. Respondents shall obtain copies of the CJIS security requirements by submitting a Non-Disclosure Agreement (see Exhibit 3 to this RFO) to the DPS Contact | Y | |

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| | Person, Cheryl Garren, prior to the submission of their Response. **The deadline to request a copy of the CJIS security requirement is August 31, 2010, 12 p.m., Central Time, Austin, Texas.** A Non-Disclosure Agreement with original signatures must be submitted for each staff person reviewing the CJIS security requirements, but only one (1) copy will be released to the Respondent. Respondent is prohibited from making any copies of these requirements, and must return all copies of the CJIS security requirements with the RFO Response. **Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process.** Signed copies of the Non-disclosure Agreement must be submitted to the following:<br><br>Texas Department of Public Safety<br>Driver Improvement and Compliance Bureau<br>Attn: Cheryl Garren<br>5805 North Lamar<br>Austin, TX 78752<br><br>Drop Off and Pick Up: Building A, Lobby<br>(512) 424-5002 | | |
| 2.8.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team's policy will support the spirit and intent of the Code and CJIS requirements. We propose to approach these issues in a very systematic and precise manner. Our vast experience with handling motor vehicles, insurance, income tax, and health related data dictates a serious plan concerning security and confidentiality. Our experience with providing HIPAA-compliant systems and processes is especially useful. Specified Administrative Code and CJIS security requirements will be incorporated into the program as will data confidentiality, access control, and integrity standards. All State standards have been analyzed, especially the CJIS requirements, and are incorporated into the program. | | |

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| | The ONLINE\|IVS team will continue to comply with the spirit and intent of the Code today as evidenced by the current controls in place to include access controls, procedures, and forms for users requiring access to the TexasSure system. Current procedures ensure passwords are changed every 90 days while controls are in place to reduce the risk of unauthorized access and maintain system integrity and confidentiality of information.<br><br>The ONLINE\|IVS team periodically conducts internal general controls and security reviews. The ONLINE\|IVS team utilizes the National Institute of Standards and Technology (NIST), Special Publication 800-53, as a best practice template for assessing controls and implementing improved security across all of our projects. The Texas Administrative Code is consistent with these best practices and will be leveraged into our routine assessments as part of the project implementation. These internal assessments by the ONLINE\|IVS team will assist TDI in remaining compliant to the Texas Administrative Code by establishing a strong information security program.<br><br>The ONLINE\|IVS team's internal assessments also determine security risks providing a rating ranging from high, medium, and low risk items. High level and moderate risks and vulnerabilities are documented and corrective and/or mitigating actions implemented to reduce potential risk impacts. Physical security as well as system controls is included in the annual HDI general controls assessment consistent with the Code. A critical part of these reviews are assessments of the fail over, backup, and recovery procedures in place for the ONLINE\|IVS team's projects to include the TDI project.<br><br>Annual assessments are deemed important since security controls that were deemed effective during previous assessments may have become ineffective due to changing conditions within the information system or its environment of operation. Assessment results found to be previously acceptable may no longer provide credible evidence for the determination of security control effectiveness, and therefore, a reassessment would be required.<br><br>Additionally, the ONLINE\|IVS team maintains and updates backup and recovery procedures for each critical project as part of our infrastructure management. TDI servers are monitored daily and alarms are in place to alert personnel of the system health. Set and proven processes are in place when problems are indicated. These processes are documented in both the THD Maintenance Procedures and the ONLINE\|IVS team Systems Administration Technical Reference Guide. Our reference guide is a repository of processes and troubleshooting tips which assists our technicians in quickly finding the root cause to system issues which facilitates quick resolutions and minimizes system downtime.<br><br>The ONLINE\|IVS team will provide updates on required actions pertaining to security reviews conducted and the resolution of any significant findings as they pertain to the TDI project. A review will be performed at a minimum annually |

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| | using the Texas Administrative Code and the CJIS Security Policy (the response matrix) as a guide, side-by-side, with our normal NIST general controls review, to identify and monitor any security issues, vulnerabilities, or significant risks to the TexasSure system. Please refer to the CJIS Security Policy Response Matrix located in Tab 13. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.9. | Uptime and Availability | | |
| | 1. Selected Respondent shall provide up-time and availability of 99.8% for the TexasSure program. This requirement relates to the TexasSure program as a whole, as well as services to each user system. The following will not be included in the Selected Respondent's up-time and availability computation:<br>a. Scheduled and planned outages for the purpose of upgrades or maintenance. All outages will be scheduled with a minimum of seventy-two (72) hours of advance notice to TDI, and must occur only during non-peak hours unless otherwise agreed by TDI and the Selected Respondent. If less than seventy-two (72) hours notice is provided or TDI does not approve the upgrade or maintenance period (provided such approval is not unreasonably withheld), it will be considered down-time.<br>b. TDI, at its own discretion, requests an outage with respect to a particular Application(s), which will not be considered down-time.<br>c. Any systems or components that are not owned, controlled or contracted by the Selected Respondent that fail and result in an outage, will not be down-time, unless the cause of the failure can be shown to have been a result of the Selected Respondent's negligence or malfeasance. | Y | |
| | 2. Selected Respondent shall provide reports related to uptime and availability on a monthly basis. The specific content of such reports will be detailed with the Selected Respondent following contract award. | Y | |
| 2.9.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall provide up-time and availability of 99.8%.<br>3. Selected Respondent shall provide a minimum of seventy-two (72) hours of advance notice for scheduled and planned outages.<br>4. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>5. Selected Respondent shall develop ad hoc reports as requested by TDI. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

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| | The ONLINE\|IVS team maintains the uptime and availability standards set forth in this RFO Requirement. The ONLINE\|IVS team understands the value of communication, and will give sufficient advance notice to TDI before any scheduled and planned outages. Currently, the ONLINE\|IVS team makes the required report available by the fifth business day of each month, and will continue this process. Further reports, including those of an ad-hoc nature, will be developed as requested by TDI.<br><br>Currently we are averaging an up-time availability of 99.9% and will continue exceeding TDI's up-time requirement under the new contract. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.10. | Change Management | | |
| | Selected Respondent shall establish a change management process that complies with Title 1, Texas Administrative Code, Section 202. The change or configuration management process must establish a process for controlling modifications to hardware, software, firmware, and documentation to ensure the information resources are protected against improper modification before, during, and after system implementation. Selected Respondent shall obtain pre-approval for any activity or actions that may impact cost to the State.<br><br>For change management tracking purposes, the Selected Respondent shall use the following Texas Project Delivery Framework documentation:<br>1. Change Control Request, Template<br>2. Contract Amendment and Change Order Approval, Instructions<br>3. Contract Amendment and Change Order Approval, Template<br><br>Information regarding the Texas Project Delivery Framework, including copies of the above referenced documents, can be found at: http://www2.dir.state.tx.us/MANAGEMENT/PROJECTDELIVERY/PROJECTFRAMEWORK/Pages/Framework.aspx<br><br>The Change Control Request document must be used to document all change requests. Administrative, substantive, or constructive changes that necessitate a contract amendment must also use the Contract Amendment and Change Order Approval document. Utilization of the Texas Project Delivery Framework change order process will ensure that changes are not implemented without the approval of TDI, and that any associated funding is not expended before contract changes are approved and ultimately implemented. Selected Respondent shall not perform any work on the production systems without formal, written approval of all changes prior to the change taking place. | Y | |
| 2.10.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above. | Y | |

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| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team understands that a change management process has to be in place for a project of this size. Any changes related to the following must be completed through a change management process.<br><br>1. Hardware<br>2. Software<br>3. Firmware<br>4. Documentation to ensure the information resources are protected against improper modification before, during and after system implementation.<br><br>The ONLINE\|IVS team will obtain pre-approval from TDI for any activity or actions that may impact cost to the State.<br><br>The ONLINE\|IVS team will work closely with TDI to ensure that the change management process complies with Title 1, Texas Administrative Code, Section 202. For change management tracking purposes, the ONLINE\|IVS team will use the following Texas Project Delivery Framework documentation:<br><br>1. Change Control Request, Template<br>2. Contract Amendment and Change Order Approval, Instructions<br>3. Contract Amendment and Change Order Approval, Template<br><br>The ONLINE\|IVS team will use the Change Control Request document for all change requests and the Contract Amendment and Change Order Approval document for all administrative, substantive, or constructive changes that will need a contract amendment for completion.<br><br>The ONLINE\|IVS team will obtain pre-approval from TDI for any activity or actions that may impact cost to the State.<br><br>The ONLINE\|IVS team understands the utilization of the Texas Project Delivery Framework change order process will ensure that changes are not implemented without approval of TDI, and that any associated funding is not expended before contract changes are approved and ultimately implemented. The ONLINE\|IVS team will not perform any work on the production systems without formal, written approval of all changes prior to the change taking place. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.11. | Server Services | | |
| | Selected Respondent's responsibilities will include, at a minimum:<br>1. Operations<br>a. Assuming responsibility for all master console functions.<br>b. Issuing network and operator commands to control all in-scope computer platforms.<br>c. Assuming the responsibility for and performing all console operations, including monitoring all processing, and monitoring the environment.<br>d. Monitoring the performance of on-line interactive traffic and taking appropriate action to resolve on-line system-related problems.<br>e. Providing operational support for data transmission consistent with standards outlined in this RFO. | Y | |
| | 2. Production Control and Scheduling<br>a. Assuming responsibility for all production control and scheduling functions.<br>b. Establishing, documenting, and maintaining standards for production jobs.<br>c. Resolving scheduling conflicts.<br>d. Testing scheduling updates in test scheduling system.<br>e. Monitoring all scheduled jobs.<br>f. Investigating and reporting on all jobs that ABEND.<br>g. Repairing ABENDS when possible and performing job restarts in accordance with documented restart procedures. | Y | |
| | 3. Technical Support<br>a. Providing regular monitoring and reporting of system performance, utilization, and efficiency.<br>b. Providing technical advice and support to authorized users as required.<br>c. Installing, tailoring, maintaining, and providing ongoing support for system software products.<br>d. Installing software according to the applicable specifications.<br>e. Reporting generally available performance data and resource utilization statistics. | Y | |

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| | f. Performance:<br>i. Providing performance monitoring, tuning, and reporting.<br>g. Capacity Planning:<br>i. Monitoring system utilization, capacity limits, and expected capacity needs.<br>ii. Proposing capacity planning models and methodology.<br>h. Configuration Planning:<br>i. Maintaining a library of provided information and documentation for any new, enhanced, or modified software installed, and thereafter maintaining a library of updates to such materials. | | |
| | 4. Database Support and Management<br>a. Performing physical database administration functions for the databases, including: installation and maintenance, as well as configuring and monitoring of database software products; backup and recovery services.<br>b. Database Management<br>i. Performing physical database management system (DBMS) database control functions.<br>ii. Planning for changes in the size of databases due growth.<br>iii. Maintaining, operating, and upgrading as necessary.<br>c. Database Maintenance and Support<br>i. Maintaining the databases to meet applicable service levels and other performance standards, to maximize efficiency, and to minimize outages.<br>ii. Maintaining, updating, and implementing database archive processes and procedures to recover from an outage or corruption in a timely manner.<br>iii. Providing physical and logical database management support, including providing backups and restores of data in a timely manner.<br>iv. Installing, maintaining, and supporting database software products. | Y | |
| | 5. Online Storage Management<br>a. Performing online storage tuning. | Y | |
| | 6. Operations and Processing<br>a. Assuming operational responsibilities for all external storage media management functions. | Y | |

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| | b. Assuming operational responsibilities for all off-site media storage, including integrity checking; defining storage requirements; and assuring compliance with laws and applicable requirements in this RFO. | | |
| | 7. Change Management Support<br>a. Obtaining formal approvals for production testing and installation timetables.<br>b. Providing project management and technical expertise to optimize available resources. | Y | |
| | 8. Application Servers Services<br>a. Providing industry best practices and expertise so that TexasSure is architected/designed for maximum efficiency.<br>b. Periodically optimizing the production environments so that maximum operational efficiencies are maintained as implemented solutions are scaled-up or scaled-down as appropriate.<br>c. Production Control and Scheduling<br>i. Resolving interruptions caused by conditions external to production programs.<br>ii. Ensuring batch schedules complete timely.<br>iii. Performing backups and restores.<br>d. Administration<br>i. Performing all administrative activities associated with managing the server environments, including but not limited to:<br>1. managing costs and value<br>2. responding to audits<br>3. responding to safety issues<br>4. production management reports<br>ii. Performing server administration functions, including: development, establishment, installation, and maintenance of directories, directory structures and naming conventions; purging records and files as appropriate. | Y | |
| 2.11.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

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| | The ONLINE\|IVS team will be in charge of all maintenance and support for the system. This maintenance will include, but is not limited to:<br><br>**Operations**<br>a. The ONLINE\|IVS team will assume responsibility for all master console functions.<br>b. The ONLINE\|IVS team will control all in-scope computer platforms, issuing any network or operator commands.<br>c. The ONLINE\|IVS team will perform all console operations, including monitoring all processing, and monitoring the environment.<br>d. The ONLINE\|IVS team will monitor the performance of on-line interactive traffic and will take appropriate action to resolve on-line system-related problems.<br>e. The ONLINE\|IVS team will provide operational support for data transmission consistent with standards outlined in this RFO.<br><br>**Production Control and Scheduling**<br><br>a. The ONLINE\|IVS team will assume responsibility for all production control and scheduling functions.<br>b. The ONLINE\|IVS team will establish, document, and maintain standards for production jobs.<br>c. The ONLINE\|IVS team will resolve scheuling conflicts.<br>d. The ONLINE\|IVS team will test scheduling updates in the test system before applying them to the production environment.<br>e. The ONLINE\|IVS team will monitor all scheduled jobs.<br>f. The ONLINE\|IVS team will investigate and report on all jobs that end abnormally.<br><br>The ONLINE\|IVS team will repair ABENDS when possible and perform job restarts in accordance with documented restart<br><br>**Technical Support**<br><br>a. The ONLINE\|IVS team will provide regular monitoring and reporting of system performance, utilization, and efficiency. |

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| | b. The ONLINE\|IVS team will provide technical advice and support to authorized users as required.<br>c. The ONLINE\|IVS team will install, tailor, maintain, and provide ongoing support for system software products.<br>d. The ONLINE\|IVS team will install software according to the applicable specifications.<br>e. The ONLINE\|IVS team will report generally available performance data and resource utilization statistics.<br>f. The ONLINE\|IVS team will provide performance monitoring, tuning, and reporting.<br>g. The ONLINE\|IVS team will monitor system utilization, capacity limits, and expected capacity needs. The Respondent will propose capacity planning models and methodology.<br>h. The ONLINE\|IVS team will maintain a library of provided information and documentation for any new, enhanced, or modified software installed, and thereafter maintain a library of updates to such materials.<br><br>**Database Support and Management**<br>a. The ONLINE\|IVS team will perform physical database administration functions for the databases, including installation, maintenance, configuring and monitoring of database software products, and backup and recovery services.<br>b. The ONLINE\|IVS team will perform physical database management system control functions, plan for changes in the size of databases due growth, and maintain or upgrade as necessary.<br>c. The ONLINE\|IVS team will maintain the databases to meet applicable service levels and other performance standards, to maximize efficiency, and to minimize outages. The ONLINE\|IVS team will maintain, update, and implement database archive processes and procedures to recover from an outage or corruption in a timely manner.<br><br>The ONLINE\|IVS team will provide physical and logical database management support, including providing backups and restores of data in a timely manner. The ONLINE\|IVS team will install, maintain and support database software products.<br><br>**Online Storage Management**<br>a. The ONLINE\|IVS team will perform online storage tuning.<br><br>**Operations and Processing**<br>a. The ONLINE\|IVS team will assume operational responsibilities for all external storage media management functions. |

b. The ONLINE|IVS team will assume operational responsibilities for all off-site media storage, including integrity checking, defining storage requirements, and assuring compliance with laws and applicable requirements in this RFO.

**Change Management Support**

a. The ONLINE|IVS team will obtain formal approvals for production testing and installation timetables.

c. The ONLINE|IVS team will provide project management and technical expertise to optimize available resources.

**Application Servers Services**

a. The ONLINE|IVS team will provide industry best practices and expertise so that TexasSure is designed for maximum efficiency.

b. The ONLINE|IVS team will periodically optimize the production environments so that maximum operational efficiencies are maintained as implemented solutions are scaled-up or scaled-down as appropriate.

c. The ONLINE|IVS team will resolve interruptions caused by conditions external to production programs, ensure batch schedules complete in a timely fashion, and perform backups and restores.

d. The ONLINE|IVS team will perform all administrative activities associated with managing the server environments, including but not limited to managing costs and value, responding to audits, responding to safety issues, and producing management reports. The ONLINE|IVS team will perform server administration functions, including: development, establishment, installation, and maintenance of directories, directory structures and naming conventions. The ONLINE|IVS team will purge records and files as appropriate.

In short, the ONLINE|IVS team is completely responsible for the network configuration, the system configuration, operating system maintenance, database setup, design, maintenance, and backup, all software maintenance and installation, all hardware maintenance and repair. The ONLINE|IVS team will institute best practices to keep each of these items working at peak efficiency, and inform the State should anything need to be updated or changed.

The ONLINE|IVS team understands all of this and will put these practices into our procedures manual to showcase how we intend to follow these guidelines, and how we intend to bring transparency of our actions to the State. Further, by scheduling tests to monitor our support, we can make sure that we are indeed following our procedures, and/or require our technicians to write up Corrective Action Reports (CARs) should they fail to meet standards. CARs can then be

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| | reviewed on a weekly basis to make sure that the lessons learned are translated into action |
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<table>
<tr><th>RFO Sec.</th><th>RFO Requirement</th><th>Comply Y/N</th><th>Respondent Response</th></tr>
<tr><td>2.12.</td><td>Technical Assistance</td><td></td><td></td></tr>
<tr><td></td><td>Selected Respondent shall establish a cohesive and integrated plan to provide technical assistance, maintenance, and updates/upgrades. Selected Respondent shall ensure that change management processes are adhered to at all times, as required by RFO Section 2.10.</td><td>Y</td><td></td></tr>
<tr><td></td><td>1. Selected Respondent shall establish a Technical Help Desk to coordinate with insurance companies, TxDMV, DPS, DIR, TDI and other authorized users.</td><td>Y</td><td></td></tr>
<tr><td></td><td>2. The Technical Help Desk must respond to technical issues related to data transfers, connectivity, query responses and other program elements.</td><td>Y</td><td></td></tr>
<tr><td></td><td>3. Selected Respondent may assume business hours of 8 a.m. to 5 p.m., Central Time, Austin, Texas, Monday – Friday. However, Respondents should note that TexasSure will operate twenty-four (24) hours a day, seven (7) days a week, and significant technical issues may arise during non-business hours. Selected Respondent shall be able to respond to emergencies that occur during non-business hours.</td><td>Y</td><td></td></tr>
<tr><td></td><td>4. For all technical issues reported to the Technical Help Desk, or otherwise identified by Selected Respondent, Selected Respondent shall maintain response times as detailed in Table 6 below. Any changes to the response times and support levels detailed below must be jointly agreed to by the Selected Respondent and TDI.
<br>Table 6 Technical Assistance Response Times
<table>
<tr><th>Severity Level</th><th>Support Level</th><th>Description</th><th>Response Time</th></tr>
<tr><td>Low</td><td>1</td><td>Impact is minimal, such as request to add or remove user access.</td><td>60 min.</td></tr>
<tr><td>Medium</td><td>2</td><td>Impact is significant and delays delivery of mission critical functions.</td><td>30 min.</td></tr>
<tr><td>Critical</td><td>3</td><td>Impact is severe and disrupts services and ability to perform mission critical functions.</td><td>15 min.</td></tr>
<tr><td>Major</td><td>4</td><td>Impact is major and involves core infrastructure and services that affect a large portion of the customer base.</td><td>10 min.</td></tr>
</table></td><td>Y</td><td></td></tr>
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| | 5. Selected Respondent and TDI must mutually agree and establish notification procedures to define appropriate State agency staff to notify of incidents and the response time within which the notification must occur for each severity level. | Y | |
| | 6. Selected Respondent shall provide reports related to technical assistance activity on a monthly basis. Content must include statistics related to the number of calls, reported issues, diagnosis, time to respond and time to resolve. The specific content of such reports will be detailed with the Selected Respondent following contract award. | Y | |
| 2.12.1. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall adhere to the response times and support levels detailed above.<br>3. Selected Respondent shall adhere to the mutually agreed upon notification procedures.<br>4. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>5. Selected Respondent shall develop ad hoc reports as requested by TDI. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will maintain an integrated plan for providing technical assistance, maintenance, and support a technical help desk which is currently operational today. Procedures will be updated and documented in the current TexasSure Technical and Development Procedures document, which is reviewed and updated at a minimum annually or when major changes occur. The ONLINE\|IVS is very familiar with the TDI footprint and our technical help desk staff has established a good rapport with our TexasSure user community. Professional, prompt, and accurate service will continue to be the cornerstone for our Help Desk activities.<br><br>Our technical staff is in place and trained in performing technical assistance and support to the TexasSure system and its users. Support processes are well documented not only in the TexasSure Technical and Development Procedures document, but also in our internal "technical guide" for the TexasSure. The use of these technical guides helps our technical staff arrive at the root cause of problems quicker and more efficiently than before, providing a higher level of customer satisfaction. These guides were established from the ongoing experiences of our technical team, researching | | |

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| | our issue database (BugNet) for trends and determining previous fixes to problems, and performing process reviews.<br><br>These process reviews allow the technical team to walk through each step of the daily TexasSure system management processes and identify any potential bottlenecks, risks, or areas where improvements can be made. HDI will continue to perform such process reviews and updating our technical guide processes and procedures as applicable to ensure we continuously improve the level of support and quality service provided by our Technical Help Desk.<br><br>Responsiveness and availability of our Help Desk personnel is paramount. TexasSure users can be assured that support is available not only during normal business hours, but also during non-business hours and on weekends and holidays. Our after-hours on call support is fully operational and ready to address technical issues effectively during non-business hours. Our proven experience in this area and drive to continuously improve our services is our commitment to TDI.<br><br>The ONLINE\|IVS team has been operating help desks for many years, conducting help desk operations for Alabama Medicaid and the Alabama Mandatory Liability program. These help desks interface with professionals such as pharmacists and physicians to help them obtain prior authorization for prescription claims. Consequently, HDI has experience and expertise with help desk operations. These attributes allow HDI to respond to telephone requests within seconds; the telephone calls are answered within five rings. We answer 100% of questions and requests within twenty-four (24) hours. In addition, HDI can accept requests by means other than just the telephone. HDI can accept emails, faxes, hardcopy, and almost any other means that agencies and insurers use to communicate with us.<br><br>The escalation policy is both simple and straightforward. If the technician who answers the telephone is unable to answer the question, he/she refers the call to a superior, which is usually the help desk manager. If the manager is unable to answer the question, he or she refers the call to an appropriate software developer. In addition, the technician is able to bypass the manager if she/he feels the developer is the best person to answer the question. In the unlikely event that a delay may occur before being able to satisfy the inquiry, the program manager will be immediately notified and consulted. The “chain of command” is not rigid in the operation of the technical help desk in order to get the question answered.<br><br>The ONLINE\|IVS team is already well aware and supportive of the response times outlined in the RFP. These same performance standards are well documented in the TexasSure Technical and Development Procedures document and our staff is well aware of the importance in meeting these critical requirements. Corrective actions are taken when performance targets are missed to ensure any processing deficiencies are addressed and resolved. While the |

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| | ONLINE\|IVS team has effectively provided technical support and meet performance standards, our drive is to continuously improve. The ONLINE\|IVS team recently implemented new quality assurance procedures as a part of this improvement initiative. The ONLINE\|IVS team has adopted root cause analysis through the use of investigative reporting and analysis called a Corrective Action Report (CAR). The CAR goes through specific steps using our CAR template where the following occurs:<br>• Background and circumstance surrounding the issue or problem is explained.<br>• Analysis is performed to include:<br>  o How data on the issue was collected.<br>  o Who was interviewed.<br>  o Steps taken to analyze the data and evidence pertaining to the issue or error.<br>  o Findings from this analysis and validation of analysis process.<br>• Determining the root cause(s) for the error occurring.<br>  o List any assumptions.<br>  o Conduct Pareto Analysis if data exists to identify the major cause if several cause variables are discovered.<br>• Outline corrective actions taken to quickly resolve the issue/error.<br>• Identify any other observations or risks seen during this investigation.<br>  o The technical team member performing the analysis may come across other issues unrelated to the specific CAR investigation.<br>• Outline suggestions for improvements to the process.<br>• Present recommendations for implementing improvement suggestions.<br><br>Each CAR initiated is reviewed and approved by at least one HDI Director. Incomplete CARs, i.e., error not being fully investigated, flaw in the analysis or approach, etc., are returned to the CAR investigator for re-work. CAR recommendations and findings are collected and tracked to resolution/implementation as appropriate in a CAR Tracking Log. CAR corrective actions listed in the log are assigned an owner and suspense date for implementation. The log is reviewed each week by an HDI Director with the technical team and status updates made.<br><br>The benefits from this type of formalized and systemic root cause analysis have been tremendous. Instead of just putting out fires, the ONLINE\|IVS team has added "teeth" to our improvement efforts by developing and implementing changes that eliminate or reduce the opportunity for repeat errors from occurring. This is the type of improved |

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| | performance the ONLINE\|IVS team will continue to bring to the table in support of TDI and the TexasSure system.<br><br>Additionally, as part of our quality control process improvement, we established a Quality Control Monitor for the current TDI project. We have already mapped quality control processes and procedures. These procedures have been specifically designed to monitor key performance areas of the TexasSure performance reporting. Our goal is to not just continue to deliver reports on time, but to also make sure they are accurate. Currently, control procedures are in place for:<br>• Call center reporting each month<br>• Quarterly password change procedures<br>• PB file transfer process<br>• Quarterly TDI reports<br><br>The ONLINE\|IVS team will continue to expand these quality control and quality assurance methods across each key TDI deliverable to ensure quality and continuous improvement is who we are and what we do. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.13. | Hardware and Software Services; Maintenance and Updates/Upgrades | | |
| | Selected Respondent shall establish a cohesive and integrated plan to provide technical assistance, maintenance, and updates/upgrades. Selected Respondent shall ensure that change management processes are adhered to at all times, as required by RFO Section 2.10. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team has submitted a TexasSure Technical Development and Procedures document which serves as a plan for technical assistance, maintenance, and updates or upgrades. This will be updated with the assistance of TDI to insure that everything is covered. Any and all updates to hardware and software will go through the change management processes expressed in RFO Section 2.10 as well as making sure to occur during scheduled maintenance windows. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.13.1 | General Maintenance and Updates/Upgrades | | |
| | Selected Respondent shall provide maintenance for TexasSure. This maintenance is in addition to any hardware and software maintenance previously detailed.<br>1. Selected Respondent shall provide the following types of program maintenance:<br>a. Corrective Maintenance – to correct processing, performance, or implementation faults of the program.<br>b. Adaptive Maintenance – to adapt program to changes in environment such as new hardware of the next release of an operating system. To protect the system and adapt to external threats, such as viruses. Adaptive maintenance does not lead to changes in the program functionality.<br>c. Perfective Maintenance – to perfect the program for its performance, processing efficiency, maintainability, or accommodation of new or changed user requirements.<br>d. Emergency Maintenance – to correct system emergencies affecting processing and performance of the program. | Y | |
| | 2. All scheduled and planned outages must be scheduled with a minimum of seventy-two (72) hours of advance notice to TDI, and must occur only during non-peak hours unless otherwise agreed by TDI and the Selected Respondent. | Y | |
| | 3. Selected Respondent shall notify TDI of any emergency maintenance at the earliest possible opportunity. Selected Respondent shall provide a process for approval of exceptional or emergency maintenance. | Y | |
| | 4. Selected Respondent shall provide reports related to program maintenance activity on a monthly basis. The specific content of such reports will be detailed with the Selected Respondent following contract award. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br>The ONLINE\|IVS team is completely responsible for the maintenance and insuring that updates and upgrades happen in a timely, fully scheduled manner. Maintenance will include corrective maintenance, adaptive maintenance, perfective maintenance, and emergency maintenance.<br><br>Corrective maintenance includes maintenance to correct processing, performance or implementation faults of the program. The ONLINE\|IVS team will communicate with the State when such maintenance occurs, discuss the best plan | | |

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| | of action, lay out the plan for the state to corroborate, and then proceed during a scheduled maintenance window. Most processes should be able to be updated without a planned outage, but any such outage will require seventy-two hours advance notice and occur only during non-peak hours.<br><br>Adaptive maintenance includes maintenance to adapt the program to changes in the environment such as new hardware or the release of an operating system. It is set to protect the system and adapt to external threats such as viruses. Adaptive maintenance does not lead to changes in the program functionality. The ONLINE\|IVS team will communicate with the State when such maintenance is necessary, providing a risk assessment, and a detailed plan for change. Once the State has given permission, the ONLINE\|IVS team will proceed during a scheduled maintenance window. Such an update may require a planned outage, but any such outage will definitely require seventy-two hours advance notice and occur only during non-peak hours.<br><br>Perfective maintenance includes maintenance to perfect the program for its performance, processing efficiency, maintainability or to accommodate new or changed user requirements. The ONLINE\|IVS team will discuss any changes that need to be made with the State, detailing why such maintenance would be good for the program. Any and all maintenance will occur during a scheduled maintenance window. Most processes should be able to be updated without a planned outage, but any such outage will definitely require seventy-two hours advance notice and occur only during non-peak hours.<br><br>Emergency maintenance includes maintenance to correct system emergencies affecting processing and performance of the program. The ONLINE\|IVS team will bring any such maintenance to the state as soon as the ONLINE\|IVS team is aware that it needs to be accomplished. Contact personnel provided within the TexasSure Technical Development and Procedures document will all be contacted as per the written processes within that document. The urgency of the procedure will be conveyed while seeking approval, and if approval is granted, the emergency maintenance will be performed at the earliest possible opportunity. The ONLINE\|IVS team will keep in constant communication during the maintenance procedures, throughout the system being brought back online, and will provide a summary report after testing that the maintenance procedure fixed the problem.<br><br>The ONLINE\|IVS team shall provide reports detailing any and all maintenance activity on a monthly basis, by the fifth business day. The ONLINE\|IVS team will work with the state to obtain a mutually agreed upon format for reporting of maintenance. Each and every maintenance request will have an audit trail of emails and/or summary reports detailing the approvals and change orders that occurred during the procedure. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.13.2. | Software Maintenance | | |
| | 1. Selected Respondent shall provide maintenance and support services for any software operating at site(s) and on the hardware provided by TDI under any agreement. | Y | |
| | 2. Selected Respondent shall provide software maintenance as part of the overall service, operation, and management of the TexasSure project. | Y | |
| | 3. Selected Respondent's responsibilities for software maintenance include the following elements, which are also described as updates, enhancements, fixes, additions, modifications, changes and refinements:<br>a. Developing additional functionalities, adding new features, improving existing features, ensuring ongoing compliance with standards, upgrading to make more stable/reliable, identifying and verifying causes of suspected errors, correcting deficiencies, addressing problems as they surface, incorporating program changes, accommodating capacity changes, meeting return-to-operation requirements, developing and implementing new releases, developing and installing patches, visiting installation sites, providing telephone support, interfacing with all affected parties, updating documentation, refining to incorporate best practices, handling issues on a 24x7x365 basis, and similar/related activities. | Y | |
| | 4. Selected Respondent shall provide all updates, enhancements, fixes, additions, modifications, changes, and refinements that, in the sole discretion of TDI, are required for the proper development and implementation of TexasSure. | Y | |
| | 5. To the extent applicable, Selected Respondent shall provide any updates, enhancements, fixes, additions, modifications, changes, and refinements made to the software on behalf of another state to TDI at no additional cost. | Y | |
| | 6. In the event of the termination of the contract for any reason, during the period of transition to any new arrangement and new vendor, Selected Respondent shall provide software maintenance and support services. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):* | | |

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| | The ONLINE\|IVS team is completely responsible for the maintenance and support services for any software operating on the hardware provided by TDI. This includes, but is not limited to, updates, enhancements, fixes, additions, modifications, changes and refinements. Support is required twenty-four hours a day, seven days a week, three hundred and sixty five days of the year.<br><br>The ONLINE\|IVS team values this partnership with TDI and will work tirelessly to refine the software to provide the best solution possible. Changes will go through a Change Management process where each party has the opportunity to list risks, list alternative solutions, and state the benefits of the change request. Once a change request has been approved by the state, it will be thoroughly tested to the satisfaction of the state on a similar test system before affecting the production system. Changes made to the software on behalf of another state will be offered to TDI for consideration. Should TDI desire that enhancement, it will be provided at no additional cost.<br><br>The ONLINE\|IVS team will uphold the software maintenance beyond the termination of the contract, up until the transition to a new arrangement or a new vendor. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.13.3. | Hardware Maintenance | | |
| | 1. Selected Respondent shall provide hardware maintenance as part of the overall service, operation, and management of TexasSure. | Y | |
| | 2. For all hardware, Selected Respondent shall provide and TDI will receive 24x7x365 on-site, four (4)-hour response maintenance services. | Y | |
| | 3. All hardware furnished and all services performed by the Selected Respondent shall be to the satisfaction of TDI and in accordance with the specifications, terms and conditions of this RFO and any resulting agreement. | Y | |
| | 4. TDI reserves the right to inspect the hardware furnished or the services performed, and to determine the quality, acceptability, and fitness of such hardware or services. | Y | |
| | 5. All system hardware, software and accessories that are shipped or provided to TDI under any resulting contract must be new. Except as otherwise provided in this RFO and any resulting agreement, all hardware must be provided with standard manufacturer's warranty. Instruction manual, service, and parts manuals are to be included and shipped at no charge. Selected Respondent shall transfer title to TDI when TDI accepts delivery of the hardware. | Y | |
| | 6. For all hardware, Selected Respondent will bear the risk of loss or damage up to the time it is delivered to TDI or TDI's designated location and accepted by TDI. Thereafter, TDI will assume the risk. All hardware must be covered by insurance, arranged and paid for by the Selected Respondent for TDI covering the period until it is delivery to and accepted by TDI or TDI's designated location. | Y | |
| | 7. Selected Respondent shall make available any and all value-added products and services to TDI. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team understands the conditions detailed in the Hardware Maintenance section. The ONLINE\|IVS team will purchase entirely new hardware for all environments associated with this project, including development, testing, production, and back-up/failover. The ONLINE\|IVS team is completely responsible for said equipment until delivery to TDI or TDI's designated location. Maintenance on the hardware will be provided on-site within four hours of notification, 24 hours a day, 365 days a year. Each maintenance window is subject to inspection, and the results of each maintenance | | |

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| | action will be provided to TDI for review. Any and all new equipment handed over to the state will be provided with standard manufacturer's warranty, instruction manual, service and parts manuals. Plus, the ONLINE\|IVS team will transfer the title to TDI when TDI accepts delivery. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.13.4. | Performance Standards to Meet | | |
| | 1. Selected Respondent shall adhere to the requirements detailed above.<br>2. Selected Respondent shall adhere to a mutually agreed upon response times and escalation policy.<br>3. Selected Respondent shall adhere to the agreed upon maintenance schedule, notification, and approval process.<br>4. Selected Respondent shall make available required reports no later than the fifth (5th) business day of each month.<br>5. Selected Respondent shall develop ad hoc reports as requested by TDI. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team replied to all of the above sections under each section. The ONLINE\|IVS team understands the different requirements and will work with the State to iron out mutually agreed upon response times, a mutually agreed upon escalation policy, a maintenance schedule which includes notification and approval processes, and reports detailing any and all maintenance performed during the month by the fifth business day of each month. Should TDI require ad hoc reports, the ONLINE\|IVS team will provide those as requested.<br><br>Our team intends to continue the use of the San Angelo data center and its associated telecommunications facilities. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.14. | Use of Texas State Data Centers and Telecommunication Services | | |
| | Selected Respondent shall utilize established services at the Texas State Data Centers and with Texas telecommunication services provided through DIR. Information related to co-location services can be found in Exhibit 2.8, Statement of Work of the Master Services Agreement between The State of Texas acting by and through the Texas Department of Information Resources and International Business Machines Incorporated. This document can be found at www.dir.state.tx.us/datacenter/docs/Contract/ex02.8.pdf.<br><br>Selected Respondent will be provided additional specific details of this connectivity and services following contract award. If it is determined that additional connectivity and services are necessary for the Selected Respondent's solution, the established services may be adjusted as agreed by TDI. These services are billed directly to TDI by DIR. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team is familiar with the established services at the Texas State Data Centers and with Texas telecommunication services provided through DIR. Should the details be different than the current configuration, the ONLINE\|IVS team will work with TDI and DIR to define the differences and communicate the adjustment to DIR, subject to TDI's approval. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
|---|---|---|---|
| 2.15. | Reporting Guide and User Manual Production | | |
| | Selected Respondent shall provide technical expertise and input for the production and maintenance of the Reporting Guide and User Manual. TDI is responsible for producing and publishing this document. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team understands that TDI is responsible for producing and publishing the reporting Guide and User Manual. The ONLINE\|IVS team will work closely to TDI providing any technical expertise and input for the production and maintenance of this document. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.16 | Audit Requirements | | |
| | 1. TDI reserves the right to audit the program annually, and may utilize a third-party to conduct the audit.<br>2. Selected Respondent shall fully comply with information and data requests related to an audit of the program.<br>3. Selected Respondent shall archive the computer data files at least semi-annually for auditing purposes. The archived data files shall be in an electronic format compatible with TDI's computer systems.<br>4. Audit capabilities must include program audit trails, document control, program access control and software change control.<br>5. Historical data should be archived for a minimum of four (4) years. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br>The ONLINE\|IVS team proposes a plan for auditing that indicates our commitment to the integrity of the TexasSure program. We will include system elements that ensure the provision of semi-annual archives of computer data files, ensure compatibility with TDI systems, and ensure the inclusion of audit trails, document control, program access control, and software change control.<br>Audit Capabilities will be incorporated throughout the process to allow for the verification of data, process flow, and software functionality integrated into the system.<br>• All files received and processed will be time stamped and archived.<br>• Event-based database triggers will create an audit record each time a vehicle's insurance record is modified.<br>• TLETS query statistics will be matched against system request counts to verify system functionality.<br><br>Process and software change controls will be documented to ensure system changes are approved before testing and implementation.<br>• A change management system will be maintained to record, track and manage all proposed changes to the system.<br>• A test environment will be maintained for user testing and system testing.<br>• All change requests will have test plans that will manage the promotion of development code to test systems and user tested code to the production environment.<br><br>An audit will prove invaluable in ensuring the program is appropriately documented and its processes actually do what is | | |

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| | intended. All historical data will be archived for a minimum of four (4) years. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.17. | Turnover Phase | | |
| | The turnover phase will include all activities that the Selected Respondent shall perform in order to transition TexasSure operations to TDI or a subsequent vendor. Selected Respondent shall act in good faith and agree to cooperate and work with TDI in any turnover phase or transition to TDI or a subsequent vendor. | Y | |
| 2.17.1.1. | Turnover Plan | | |
| | Selected Respondent shall develop and provide an implementation ready, TDI-approved Turnover Plan, six (6) months prior to the contract's expiration date. The Turnover Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks.<br><br>As part of the Turnover Plan, Selected Respondent shall provide TDI with copies of all relevant insurer and State data, documentation, or other pertinent information necessary, as determined by TDI, for TDI or a subsequent vendor to assume the operational activities successfully. This includes correspondence, documentation of ongoing outstanding issues, and other operations support documentation. The plan must describe Selected Respondent's approach and schedule for transfer of all data and operational support information, as applicable.<br><br>TDI is not limited or restricted in the ability to require additional information from the Selected Respondent or to modify the Turnover Plan as necessary. | Y | |
| 2.17.1.2. | Data Transfer | | |
| | Selected Respondent shall transfer all data and information regarding the TexasSure program to TDI or a subsequent vendor in the media, manner, and format directed by TDI.<br><br>All transferred data must be received and verified by TDI or the subsequent vendor. If, in TDI's determination, transferred data is not provided in the manner or format required by TDI, then TDI reserves the right to hire an independent contractor to | Y | |

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| | assist TDI in obtaining and transferring all the required data. All reasonable costs incurred by TDI in obtaining the services of such independent contractor will be the sole responsibility of the Selected Respondent.<br><br>If, in TDI's determination, Selected Respondent does not provide the required relevant data and reference tables, documentation, or other pertinent information necessary for TDI or the subsequent vendor to assume the operational activities successfully, Selected Respondent agrees to reimburse the State for all reasonable costs, including, but not limited to, transportation, lodging, and subsistence for all State representatives, or their agents, to carry out their inspection, audit, review, analysis, reproduction and transfer functions at the location(s) of such records.<br><br>Selected Respondent also agrees to pay any and all additional costs incurred by the State that are the result of the Selected Respondent's failure to provide the requested records, data or documentation within the time frames agreed to in the Turnover Plan. | | |
| 2.17.3. | Post-Turnover Services | | |
| | Thirty (30) calendar days following turnover operations, Selected Respondent shall provide TDI with a Turnover Results report documenting the completion and results of each step of the Turnover Plan. Turnover will not be considered complete until this document is approved by TDI.<br><br>Selected Respondent shall maintain all files and records related to TexasSure for five (5) years after the date of final payment under the contract or until the resolution of all litigation, claims, financial management review or audit pertaining to the contract, whichever is longer. | Y | |
| 2.17.4. | Turnover Delays | | |
| | In the event delays prevent the Selected Respondent from providing turnover services to TDI or the subsequent vendor prior to the expiration of the contract, Selected Respondent shall continue to provide all services on a month-to-month basis at the current costs to the State. TDI and the State will not be responsible for any payments to the Selected Respondent where the Selected Respondent fails to act in good faith, cooperate, or work with TDI in the turnover phase resulting in | Y | |

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| | delays. TDI further reserves the right to pursue any and all applicable rights and remedies in the event of any delays in the turnover phase. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>**Turnover Phase**<br>In the event of a turnover phase, to TDI or a subsequent vendor, the ONLINE\|IVS team will work closely with TDI to ensure the transition of the TexasSure operations is successful.<br><br>**Turnover Plan**<br>Six months prior to the contract's expiration date, the ONLINE\|IVS team will develop and provide an implementation ready, TDI-approved Turnover Plan. The detailed plan will contain information regarding:<br>1. The proposed turnover schedule – detailing the timeframe for the turnover.<br>2. The necessary turnover activities – detailing the work necessary for the turnover.<br>3. The resource requirements associated with the turnover tasks – detailing what resources will be needed to successfully complete the turnover.<br><br>The ONLINE\|IVS team will provide TDI with copies of all relevant insurer and State data, documentation, or other pertinent information necessary. This will include:<br>1. Correspondence<br>2. Documentation of ongoing outstanding issues<br>3. Other operations support documentation<br><br>The plan will detail the approach and schedule for transfer of all data and operational support information.<br><br>**Data Transfer**<br>Upon TDI's request, the ONLINE\|IVS team will transfer all data and information regarding the TexasSure program as it relates to the turnover. TDI must detail the required format and method of transfer needed and verify all data received from the ONLINE\|IVS team.<br><br>The ONLINE\|IVS team will work directly with TDI to complete the data transfer. The ONLINE\|IVS team understands that failure to be cooperative during a turnover phase could result in additional costs to the ONLINE\|IVS team. | | |

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| | **Post-Turnover Services**<br>The ONLINE\|IVS team will report the results of the turnover within thirty (30) calendar days of the completion of the turnover operations. The Turnover Results report will confirm the completion of the turnover and the results of each step of the Turnover Plan.<br><br>The ONLINE\|IVS team will maintain all files and records related to TexasSure for five (5) years after the date of final payment under the contract or until the resolution of all litigation, claims, financial management review or audit pertaining to the contract, whichever is longer.<br><br>**Turnover Delays**<br>In the event delays prevent the ONLINE\|IVS team from providing turnover services to TDI or the subsequent vendor prior to the expiration of the contract, the ONLINE\|IVS team will continue to provide all services on a month-to-month basis at the current costs to the State. TDI and the State will not be responsible for any payments to the ONLINE\|IVS team where the ONLINE\|IVS team fails to act in good faith, cooperate, or work with TDI in the turnover phase resulting in delays. The ONLINE\|IVS team understands that TDI further reserves the right to pursue any and all applicable rights and remedies in the event of any delays in the turnover phase. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.18. | Interoperability | | |
| | TDI requires the Selected Respondent to develop a program able to accommodate changing needs and emerging technology.<br>1. Respondents shall have the ability to accommodate and adapt to emerging technologies within their program design.<br>2. Selected Respondent shall be able to coordinate with any future vendors for related services, to include the transfer of data as applicable. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team employs custom specific programming in an adaptive database to meet the needs of the business rules for this project. Should the business rules require changes to accommodate new vendors or emerging technologies, the ONLINE\|IVS team will work with the state to meet the necessary challenges. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.19. | OAG, Child Support Division | | |
| | Section 601.454 of the Texas Transportation Code permits Selected Respondent to provide the Office of the Texas Attorney General (OAG) with data maintained by TexasSure Vehicle Insurance Verification. The Selected Respondent shall provide the OAG with a file containing the insurance policy information provided by insurance companies. The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data. The file must be transmitted on a monthly basis and must contain all insurance policy information submitted within the most recent reporting period. Selected Respondent and the OAG will work together to determine the specific file format, file layout, submission schedule, and transmission format. Any submission of a file by Selected Respondent to the OAG must be scheduled at a set time that is convenient for the OAG and Selected Respondent. Selected Respondent and the OAG may have a separate contractual arrangement for other services related to the TexasSure data. | Y | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team will work with the Office of the Texas Attorney General to provide any necessary insurance policy information received from insurance companies. This will work will be a result of a separate contractual agreement between the ONLINE\|IVS team and the OAG. The details of the work to be provided will be established in that contract. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.20. | Key Staff | | |
| | TDI prefers that key staff assigned to this project be directly employed by the Selected Respondent. Selected Respondent shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. Selected Respondent shall at all times employ sufficient labor for completing work in the manner and time prescribed by any contract awarded pursuant to this RFO. Selected Respondent shall maintain throughout the period of any awarded contract the ability to support its assigned staff with the required resources and ensure project continuity by replacing project staff, if necessary, with persons having the requisite skills and experience.<br><br>Selected Respondent shall assign all Key Personnel to complete all of their planned and assigned responsibilities in connection with performance of the obligations of Selected Respondent under this RFO and any awarded contract. TDI must approve the assignment and replacement by Selected Respondent of all Key Personnel assigned to provide services or to provide on-site representation of Selected Respondent, including, without limitation, project team manager, and/or other individuals. Before assigning an individual to any key positions, Selected Respondent shall notify TDI of the proposed assignment, must introduce the individual to the appropriate representative of TDI, and shall provide to TDI a résumé and any other information about the individual reasonably requested by TDI. TDI reserves the right to interview the individual before granting approval.<br><br>TDI reserves the right to require Selected Respondent to replace Selected Respondent or subcontractor employees whom TDI judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of TDI. Upon receipt of a written request from an authorized representative of TDI, Selected Respondent shall proceed with the replacement.<br><br>It is critical to the overall success of the project that Selected Respondent not remove or reassign, without TDI's prior written approval (which approval will not be | Y | |

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| | unreasonably withheld) any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of Selected Respondent's obligations under the RFO and any awarded contract. The unauthorized removal of Key Personnel by Selected Respondent will be considered by TDI as a material breach of the awarded contract and grounds for termination. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team has a staff of seasoned veterans who deal day-in and day-out with the TexasSure program. Our staff has unparalleled understanding and expertise in dealing with the nuances affiliated with motor vehicle financial responsibility verification programs. Our staff is responsible for working closely with TDI and the other agencies to ensure the TexasSure program is successful and efficient for the citizens of the State of Texas.<br><br>The staff members currently servicing this contract are directly employed by the ONLINE\|IVS team. Our intentions are to employ qualified, highly skilled employees to work on the TexasSure program. We also strive to provide all necessary resources to help our employees and the TexasSure program to succeed.<br><br>Our key staff will be monitored to ensure all planned and assigned responsibilities are being performed properly. Upon the need to replace any of our key staff, TDI will be consulted, including providing resumes, setting up in-person meetings, etc. TDI can request the replacement of any key staff by submitting a written request.<br><br>The ONLINE\|IVS team understands that the staff success is directly correlated to the success of the TexasSure program and no key staff would be removed or reassigned without consulting TDI and receiving prior written approval. | | |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.22. | Schedule and Delivery of Services | | |
| | Respondents are required to provide a time phased schedule for each service required for the continuation of the TexasSure project. The target dates must be expressed in terms of "D" plus "X" where "D" represents the contract award date and "X" represents the number of calendar days subsequent to contract award that the milestone will be accomplished.<br><br>The TexasSure program must be ready to accept insurer and State data and begin testing by March 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall begin parallel testing on or before May 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall have the program tested, approved and ready to assume full operation by November 1, 2011.<br><br>Selected Respondent is expected to begin implementation according to the project plan submitted in accordance with Part IV of this RFO. The project will be closely monitored by TDI personnel.<br><br>In the event the Selected Respondent encounters difficulty in meeting performance requirements outlined in this RFO, or when difficulty in complying with the contract delivery schedule or completion date is anticipated, or whenever the Selected Respondent has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Selected Respondent shall immediately notify TDI by telephone, and follow up in writing, giving pertinent details. However, this data will be informational only and this provision must not be construed as a waiver by TDI of any delivery schedule or date, or any rights or remedies provided under this contract. Minor modifications in operating procedures will not change pricing.<br><br>If the Selected Respondent fails to promptly perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, TDI may terminate the contract for default. | Y | |

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| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team has provided a D+X task table to fulfill the requirements of this section of the RFO. Please refer to Tab 10: D+X Task Table. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.23. | Confidentiality of Data | | |
| | Information obtained by the Selected Respondent for the continuation of TexasSure Vehicle Insurance Verification is confidential. Selected Respondent shall use the information only for a purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code and shall not use the information for a commercial purpose. The statute provides that a person commits an offense if the person knowingly uses information obtained pursuant to the program for any purpose not authorized. Further, all data collected by and provided to the Selected Respondent, including insurance status, is the property of TDI or the supplying implementing agency. Selected Respondent shall not use, share, or sell this data to any other entity for any reason.<br><br>Respondent will not disclose to anyone, directly or indirectly, any work-papers, data, databases, materials, information or reports in any form that are designated as confidential or that are or could be construed as confidential or subject to restrictions on disclosure under applicable law ("Confidential Information") and received from TDI or such Confidential Information to which Respondent has access as a result of or in the course of performing services under this RFO and any awarded contract without the prior written consent of TDI. This confidentiality provision does not apply to information required to be disclosed by law, legal process, and applicable professional standards or to information disclosed in connection with litigation relating to the contract or Respondent's performance. Each party will protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind. Nothing in this RFO and any awarded contract will prohibit or limit either party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third-party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of the contract. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, it will provide | Y | |

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| | prompt notice to the other of such receipt. The party receiving the subpoena will thereafter be entitled to comply with such subpoena or other process to the extent permitted by law, provided, however, that the Respondent is acting as TDI's agent in providing services under the contract and will defer to TDI's decision as to compliance with and other matters related to such subpoena or other process.<br><br>Data provided by TxDMV and DPS is subject to disclosure restrictions and privacy protections in accordance with the Driver's Privacy Protection Act and other applicable laws. Data provided by DPS is subject to the following requirements regarding sensitive personal information; however, to the extent of a conflict with the Driver's Privacy Protection Act, Chapter 730 of the Texas Transportation Code, or other applicable laws, the laws govern:<br><br>"Sensitive personal information" is defined as follows:<br>(1) An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:<br>a. Social security number;<br>b. Driver's license number or government-issued identification number; or<br>c. Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or<br>(2) Information that identifies an individual and relates to:<br>a. The physical or mental health or condition of the individual;<br>b. The provision of health care to the individual; or<br>c. Payment for the provision of health care to the individual.<br><br>Sensitive personal information does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.<br><br>"Breach of system security" is defined as follows: Unauthorized acquisition of computerized data that compromises the security, confidentiality, or | | |

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| | | integrity of sensitive personal information Selected Respondent maintains under this contract, including data that is encrypted if the Selected Respondent's employee or agent accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee or agent of the Selected Respondent for the purposes of performing under this contract is not a breach of system security unless the employee or agent of the Selected Respondent uses or discloses the sensitive personal information in an unauthorized manner.<br><br>Selected Respondent shall implement and maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure any sensitive personal information collected or maintained by Selected Respondent under this contract.<br><br>Selected Respondent shall notify DPS and the affected people of any breach of system security immediately after discovering the breach or receiving notification of the breach, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. However, Selected Respondent must delay providing notice to the affected people at DPS' request, if DPS determines that the notification will impede a criminal investigation. The notification to the affected people shall be made as soon as DPS determines that it will not compromise any criminal investigation.<br><br>Selected Respondent must give notice as follows, at Selected Respondent's expense:<br>(1) Written notice;<br>(2) Electronic notice, if the notice is provided in accordance with 15 U.S.C. Section 7001;<br>(3) Notice as follows:<br>a. If Selected Respondent demonstrates that the cost of providing notice would exceed $250,000, the number of affected people exceeds 500,000, or the Selected Respondent does not have sufficient contact information for the affected people, Selected | | |

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| | Respondent may give notice as follows:<br>i. Electronic mail, if the Selected Respondent has an electronic mail address for the affected people;<br>ii. Conspicuous posting of the notice on the Selected Respondent's website;<br>iii. Notice published in or broadcast on major statewide media; or<br>b. If Selected Respondent maintains its own notification procedures (as part of an information security policy for the treatment of sensitive personal information) that comply with the timing requirements for notice under this subsection entitled "Sensitive Personal Information," Selected Respondent may provide notice in accordance with that policy.<br><br>If this subsection requires Selected Respondent to notify at one time more than 10,000 people of a breach of system security, the Selected Respondent shall also notify, without unreasonable delay, each consumer reporting agency (as defined by 15 U.S.C. Section 1681a) that maintains files on consumers on a nationwide basis, of the timing, distribution, and content of the notices.<br><br>In the event of a breach of system security, if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person, DPS is authorized to asses liquidated damages in the amount of $500 against Selected Respondent for the following damages; however, DPS reserves the right to claim actual damages for any damages other than the following: adding content to the DPS website for people who suspect their sensitive personal information has been acquired by an unauthorized person. This amount is a reasonable estimate of the damages DPS will suffer as a result of such breach and is enforceable. Selected Respondent shall not be responsible and liquidated damages may not be assessed due to a breach of system security caused entirely by someone other than Selected Respondent, Selected Respondent's subcontractor, or Selected Respondent's agent. Any liquidated damages assessed under this contract may, at TDI's option, be deducted from any payments due the Selected Respondent. TDI has the right to offset any liquidated damages payable to DPS, as specified above, against any | | |

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| | payments due to Selected Respondent. If insufficient payments are available to offset such liquidated damages, then Selected Respondent shall pay to DPS any remaining liquidated damages within fifteen (15) calendar days following receipt of written notice of the amount due.<br><br>Selected Respondent and all applicable employees are required to sign Exhibit 4, Contract Attachment 5, "Non-Disclosure Agreement." Selected Respondent is further required to sign Exhibit 4, Contract Attachment 6, "Texas Department of Public Safety Agreement for Purchasing Driver Record Information in Bulk"; Exhibit 4, Contract Attachment 7, "Texas Department of Public Safety, Purchasers Information Form for Purchasing Driver Record Information in Bulk"; and Exhibit 4, Contract Attachment 8, "Texas Department of Motor Vehicles Service Contract to Obtain the Texas Motor Vehicle Title and Registration (VTR) Database". No fees will be charged the Selected Respondent for these services.<br><br>Prior to proceeding with Web Services as detailed in RFO Section 2.5, Selected Respondent is required to obtain applicable signatures from each Web services insurer, to include signatures on Exhibit 4, Contract Attachment 6, Contract Attachment 7, and Contract Attachment 8. Selected Respondent is required to hold Web Services insurers, as well as any subcontractors, responsible for disclosure restrictions and privacy protections required by TxDMV and DPS.<br><br>Each Respondent shall submit its plan to ensure security of TDI's data during storage and transmission. At a minimum, the plan must address confidentiality, access control, and integrity. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team has held this contract for four years, and in that time, there has been no breach of the confidentiality of data. Our servers, websites, call center, and our employees have only used the information for the purpose authorized by Subchapter N of Chapter 601 of the Texas Transportation Code, and not for a commercial purpose. We intend to continue this practice, maintaining our impeccable service by not using this data inappropriately, by not sharing this data with anyone, or by not selling this data to any other entity for any reason not expressly requested or approved by TDI. | | |

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| | The ONLINE\|IVS team has experience and expertise in maintaining the security and confidentiality of the data entrusted to us. For example, HDI processes huge amounts of pharmaceutical and medical claims data for 16 state Medicaid agencies. This requires HDI to be HIPAA compliant in its handling of Protected Health Information. In addition, we have handled insurance, motor vehicle, and tax data for previous clients and have never had a breach of security or confidentiality. Consequently, our networks and computer systems are proven to be secure. HDI sees the security necessary to meet the requirements of the sensitive personal information described within the Driver's Privacy Protection Act, Chapter 730 of the Texas Transportation Code, as similar to HIPAA regulations, and will continue to apply our expertise to govern both our system safeguards as well as our personnel training.<br><br>The ONLINE\|IVS team understands the penalties associated with a breach of system security, especially if sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. We will provide the following protections and safeguards to protect the confidentiality of all data collection under the system:<br><br>a. Password protection for files on all computer systems,<br>b. Secure area (locked) for data input prior to and during processing,<br>c. Nondisclosure forms will be signed by all key personnel, including new personnel hired during the life of the contract, and HDI will provide copies to the Department if requested, and<br>d. Background checks for key personnel, including any new personnel hired during the life of the contract. No personnel who fail to pass a background investigation will be placed on this contract.<br>e. Prior to proceeding with Web Services, HDI Solutions, Inc. will obtain applicable signatures from each Web services insurer, including signatures on Exhibit 4, Contract Attachment 6, Contract Attachment 7, and Contract Attachment 8.<br><br>The ONLINE\|IVS team will revise technical documentation with a full security plan that addresses security of TDI's data during storage and transmission. The current plan discusses security over the closed network, as well as password controls and availability of data. The revision will incorporate the ONLINE\|IVS team's usage of NIST controls to strengthen our security, eliminate our vulnerabilities, and focus on training our personnel to ask the correct questions without violating confidentiality. |

| RFO Sec. | RFO Requirement | Comply Y/N | Respondent Response |
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| 2.24. | Liquidated Damages | | |
| | If Selected Respondent fails to achieve the required level of service for certain services, Selected Respondent acknowledges that TDI is damaged by such failure. The reports provided by the Selected Respondent and audit findings by TDI will be used, but may not necessarily be the sole source, to determine whether the Selected Respondent has met the service levels required by this agreement. Service levels will be reviewed on at least a monthly basis.<br><br>Selected Respondent shall report to TDI any problems affecting the operation of TexasSure as soon as they become aware but no later than twenty-four (24) hours. This reporting requirement includes, but is not limited to, computer system failures or maintenance downtime, interfacing problems, and staffing issues to the extent that work process is slowed below acceptable requirements.<br><br>Respondent acknowledges that it is impossible or impractical to estimate certain damages with any degree of certainty. Therefore, the parties agree as follows:<br>1. If Selected Respondent fails to deliver or perform services within the time specified in the awarded contract, specifically those identified in Table 7 below, TDI may require Selected Respondent to pay to the TDI as fixed, agreed, and liquidated damages, the sum set forth in (5) below.<br>2. Alternatively, if, in the opinion of TDI, delivery or performance is inexcusably delayed or repeatedly not met by Selected Respondent, TDI may terminate the awarded contract in whole or in part as provided by Section 3.18.3 of the RFO and/or assess fixed, agreed, and liquidated damages accruing until the time TDI may reasonably obtain delivery. The liquidated damages may be assessed at the option of TDI, and if assessed, will be in addition to any other remedy or damages available to TDI.<br>3. The amount of liquidated damages provided in this RFO and any resulting contract is neither a penalty nor a forfeiture and will compensate TDI solely for the inability to use or benefit from the services and is not intended to, and does not include: (i) any damages, additional costs or extended costs incurred by TDI | Y | |

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| | for extended administration of the awarded contract, (ii) any increases in financing costs resulting from the delay, or (iii) any additional services relating to, or arising as a result of, the delay. TDI will be entitled to a claim against Selected Respondent for its actual damages and amounts not specifically included within the liquidated damages as set forth herein. Such costs will be computed separately. Together with liquidated damages, they will be either deducted from any monies due to Selected Respondent under the awarded contract or paid to TDI within thirty (30) calendar days of notice of the imposition of such damages.<br>4. Selected Respondent is not responsible and liquidated damages will not be assessed due to any delay caused by schedule amendments requested by TDI, delays as the result of activity that is the responsibility of TDI, or delays that TDI deems were outside the control of the Selected Respondent.<br>a. Selected Respondent is responsible for notifying the TDI Contract Administrator, in writing, of any delays caused by TDI, DPS, TxDMV or DIR personnel. The documentation must reflect the date and nature of delay and be submitted within five (5) business days of the occurrence.<br>5. The amount of such liquidated damages as referred to herein will be up to and including the amount specified in Table 7 below for each business or calendar day beyond the deadline that Selected Respondent fails or refuses to meet its obligations under any contract resulting from this RFO. | | |
| | *Respondent must submit a detailed written description of how the Respondent proposes to go about providing the services set forth (RFO 4.6.1.):*<br><br>The ONLINE\|IVS team understands the following information as related to liquidated damages.<br><br>If the ONLINE\|IVS team fails to achieve the required level of service for certain services, the ONLINE\|IVS team acknowledges that TDI is damaged by such failure. The reports provided by the ONLINE\|IVS team and audit findings by TDI will be used, but may not necessarily be the sole source, to determine whether the ONLINE\|IVS team has met the service levels required by this agreement. Service levels will be reviewed on at least a monthly basis.<br><br>The ONLINE\|IVS team will report to TDI any problems affecting the operation of TexasSure as soon as they become aware but no later than twenty-four (24) hours. This reporting requirement includes, but is not limited to: | | |

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| | 1. Computer system failures or maintenance downtime,<br>2. Interfacing problems, and<br>3. Staffing issues to the extent that work process is slowed below acceptable requirements.<br><br>The ONLINE\|IVS team acknowledges that it is impossible or impractical to estimate certain damages with any degree of certainty. Therefore, the parties agree as follows:<br><br>1. If the ONLINE\|IVS team fails to deliver or perform services within the time specified in the awarded contract, specifically those identified in Table 7, TDI may require HDI to pay to the TDI as fixed, agreed, and liquidated damages, the sum set forth in (5) below.<br>2. Alternatively, if, in the opinion of TDI, delivery or performance is inexcusably delayed or repeatedly not met by the ONLINE\|IVS team, TDI may terminate the awarded contract in whole or in part as provided by Section 3.18.3 of the RFO and/or assess fixed, agreed, and liquidated damages accruing until the time TDI may reasonably obtain delivery. The liquidated damages may be assessed at the option of TDI, and if assessed, will be in addition to any other remedy or damages available to TDI.<br>3. The amount of liquidated damages provided in this RFO and any resulting contract is neither a penalty nor a forfeiture and will compensate TDI solely for the inability to use or benefit from the services and is not intended to, and does not include: (i) any damages, additional costs or extended costs incurred by TDI for extended administration of the awarded contract, (ii) any increases in financing costs resulting from the delay, or (iii) any additional services relating to, or arising as a result of, the delay. TDI will be entitled to a claim against the ONLINE\|IVS team for its actual damages and amounts not specifically included within the liquidated damages as set forth herein. Such costs will be computed separately. Together with liquidated damages, they will be either deducted from any monies due to the ONLINE\|IVS team under the awarded contract or paid to TDI within thirty (30) calendar days of notice of the imposition of such damages.<br>4. The ONLINE\|IVS team is not responsible and liquidated damages will not be assessed due to any delay caused by schedule amendments requested by TDI, delays as the result of activity that is the responsibility of TDI, or delays that TDI deems were outside the control of the ONLINE\|IVS team.<br>a. The ONLINE\|IVS team is responsible for notifying the TDI Contract Administrator, in writing, of any delays caused by TDI, DPS, TxDMV or DIR personnel. The documentation must reflect the date and nature of delay and be submitted within five (5) business days of the occurrence.<br>5. The amount of such liquidated damages as referred to herein will be up to and including the amount specified in |

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| | Table 7 for each business or calendar day beyond the deadline that the ONLINE\|IVS team fails or refuses to meet its obligations under any contract resulting from this RFO. |

## Part III- Terms and Conditions

HDI has reviewed the terms and conditions as outlined in the RFO. HDI does not take any exceptions, and accepts the terms and conditions as written.

# PART IV- Mandatory Response Requirements

## 4.1 Respondent Documents

Our proposal includes all the information listed in Part IV of the RFO. HDI believes that it provides sufficient information to enable the review committee to evaluate HDI's ability to provide the services described in Part II, Specifications, and to comply with all the other contractual provisions described in the RFO. Exhibit 1 and Exhibit 2 of the RFO are provided in the written and the electronic versions of this proposal.

HDI has no respondent documents other than those presented within this proposal.

### 4.1.1 CJIS Security Requirements

Per the requirements listed in the RFO, HDI requested and received the CJIS Security Requirements before August 31, 2010. HDI reviewed the information and has included the CD along with our response as requested. Please refer to Tab 13- CJIS Security Policy Matrix.

## 4.2 Instructions for Submitting Offers

**4.2.1**

HDI's believes this offer is responsive to all of the requirements set forth through this RFO. Further, we believe we have provided sufficient information that will enable the review committee to evaluate HDI's ability to provide the services described in Part II, Specifications, and to comply with any other contractual provisions described in the RFO.

**4.2.2**

HDI has submitted a typed, legible response and the original copy of our response has been signed in ink. Our response has been bound and tabbed for easy reference per the sections of this RFO and all of the pages have been numbered. HDI has also noted the change to this section released through Addendum # 2 on August 6, 2010.

**4.2.3**

HDI has submitted this response in two separate parts: Part I-Business Proposal and Part II-Mandatory Pricing Form. No pricing information is included in our Business Proposal.

**4.2.4**

HDI's Business Proposal and Mandatory Pricing Form have been packaged separately and have been labeled according to the requirements set forth in this section of the RFO.

**4.2.5**

HDI will submit its proposal to TDI's Purchasing and Contract Administration Division no later than November 8, 2010 at 10 a.m. Central Time.

## 4.3 Letter of Transmittal

HDI has submitted a Letter of Transmittal that includes all of the requested information in Section 4.2.6. Please refer to **Tab 2- Letter of Transmittal**.

## 4.4 Executive Summary

HDI has included an executive summary, excluding cost information, asserting that HDI is providing all of the requirements set forth through this RFO. HDI does not intend to offer any services beyond what has been established through the RFO document. Please refer to **Tab 3- Executive Summary**.

## 4.5 Corporate Background and Experience

### 4.5.1 Corporate Experience

**A.** HDI, in conjunction with our ONLINE|IVS partner, offers TDI a proven track record in event-based FRV, insurance records administration, insurance industry cascading data matching, ongoing verification services, web-enabled verification services and large-scale database management. The State of Texas and the Department of Insurance will continue to benefit from the combined experience of the leaders for each of the components we offer.

**Financial Responsibility Verification and Similar Experience and Capability**

The ONLINE|IVS team represents the industry's best practices for providers of insurance verification services for state governments.

**HDI Solutions, Inc**.

As the responder (and prime contractor) for this project, HDI's prime example and evidence of our capability to perform the services outlined in this RFO is the TexasSure project itself. As the prime vendor for this project since 2006, HDI has met the requirements of the project to the State's satisfaction. The ONLINE|IVS team developed the system that the State currently utilizes for the TexasSure program, and HDI operates the Ongoing Verification Process whereby HDI sends the Unmatched and Uninsured notices as well as operating the Texas call center where HDI's customer service representatives

assist motor vehicle owners across the state to process their responses to the Unmatched and Uninsured notices.

HDI, through its Alabama MLI verification program and its work serving 18 state Medicaid programs (representing one quarter of the nation's expenditures on Medicaid), has a demonstrated track record with financial responsibility verification programs, constructing and maintaining large database and data matching programs, as well as maintaining records in accordance with HIPAA and all other industry standards for data security and confidentiality.

In 2003, HDI developed and implemented Alabama's insurance verification program, which includes a random sampling module, a driver's license suspension module, a court system module, a paper tickets module and a web services module. HDI negotiated and built all the automated and manual interfaces necessary to support all insurance carriers operating in the State and the unique routines necessary to support the entire program. Further, HDI developed and implemented all the mail processing systems to support a notification routine involving a total of three outgoing letters and a registration suspension and reinstatement fee collection process. Additionally, on-line system access was provided to support extensive call center and help desk activities. HDI, as the prime contractor, has hosted, supported, and run the program on the State's behalf since implementation in August 2003. The result of this effort has been a satisfied State agency, insurance industry, and driving public. As evidence of this, the State has recently elected to extend the contract for another two year period (no subcontractors are used).

In 2006, HDI was awarded a contract with the Texas Department of Transportation for the data entry and validation services for Texas Peace Officer's Crash Reports. The State of Texas had a backlog of accident reports from the years of 2003-2006 encompassing more than 2 million records. The work was required to be completed swiftly and accurately in order to prevent Federal highway funding from being withheld.

The work proposed by TxDOT required HDI to (1) develop a software system capable of handling an average of 200,000 crash reports per month and receive daily transmissions of crash report images; (2) write an extensive data entry program; (3) develop the output program in the format requested by TxDOT; (4) hire more than 300 data entry operators; (5) conduct in house testing of the system; (6) train personnel on the system; (7) conduct interpretation, data entry and quality control operations for accident reports in quantities of not less than 12,500 records per week; and (8) return the resulting data daily via an SFTP site.

HDI's exemplary performance, as the prime contractor, proving to be capable of conducting this level of data entry services in resolving the backlog resulted in the extension of the contract to include the data entry operations of current Texas crash reports.

As a result, all of the deliverables required by this contract were met on time and within budget. The possible loss of federal funding was prevented. In 2009, HDI won the

contract again and we are currently processing crash reports on a daily basis (no subcontractors are used).

Alabama's Prepaid Affordable College Tuition (PACT) program involves a financial intensive system which includes extensive data-matching requirements. The system, which HDI developed and implemented during the summer of 2003, provides the basis for administering the State's PACT program. In addition to developing, implementing, and hosting the PACT system, HDI also provides call center, help desk, and mail processing (outgoing and incoming) services on an outsourced basis for the State. The system accommodates account management, payment processing, tuition invoice processing, and associated activities. The result of our efforts has been a very satisfied client, college/university system, and end-customer base. Our Alabama work has resulted in the PACTRAC ™ suite of services which are now being marketed nationwide (no subcontractors are used).

Client's Name: **Alabama Department of Revenue**
Beginning Date: June 2003 Ending Date: Ongoing
Current Status of Project: Successfully operating in third year of a five year contract.
Key Contact's Name: Mr. Lewis Easterly
Title: Department Secretary
Telephone Number: 334-242-1175
Email Address: lewis.easterly@revenue.alabama.gov

Client's Name: **Texas Department of Transportation**
Beginning Date: November 2006 Ending Date: Ongoing
Current Status of Project: Active and highly successful.
Key Contact's Name: Carol Rawson
Title: Director-Traffic Operations Division
Telephone Number: 512-416-3200
Email Address: crawson@dot.state.tx.us

Client's Name: **Alabama Treasurer's Office**
Beginning Date: June 2003 Ending Date: Ongoing
Current Status of Project: Successfully operating in third year of a five year contract.
Key Contact's Name: Ms. Kay Ivey
Title: State Treasurer
Telephone Number: 334-242-7500
Email Address: alatreas@treasury.alabama.gov

### Insure-Rite, Inc.

Insure-Rite, our valued ONLINE|IVS teaming partner for this project, is a leading solutions provider of insurance database services for governments. More than 15 years of successful experience and nine highly successful audits by the Utah State Tax Commission have provided a considerable amount of experience and evolved a portfolio

of best practices in delivering an effective, reliable insurance database system. When the Utah program began, the uninsured rate was 25%. Today it is consistently just under 6%.

Utah's system includes a fast, accurate, and up-to-date look-up process for multiple state agencies and authorized users—the requested information is transmitted in milliseconds. Simultaneously, the database also serves as the basis for an ongoing verification process that matches insurance company records with official motor vehicle registration records. This unique matching process is so effective that more than 99% of all matches made are correct.

Insure-Rite Client Contact Information

The program administrator for Utah is listed below:

Jill Laws, Bureau Chief
Department of Public Safety
4501 South 2700 West
Salt Lake City, Utah 84119
801-965-4434

Additional Department of Public Safety contacts are listed below:

Randy Campbell, Manager
4501 South 2700 West
Salt Lake City, Utah 84119
810-965-4434

Nannette Rolfe, Director
Drivers License Division
4501 South 2700 West
Salt Lake City, Utah 84119
810-965-4434

Mo Vandermyde
Financial Responsibility Supervisor
4501 South 2700 West
Salt Lake City, Utah 84119
810-965-4434

Division of Motor Vehicles contacts are listed below:

Brad Simpson, Director
Motor Vehicle Division
210 North 1950 West
Salt Lake City, Utah 84134-0000
801-297-7687

Kevin Park, Deputy Director
Motor Vehicle Division
210 North 1950 West

Salt Lake City, Utah 84134-0000
801-297-7670

## The ONLINE|IVS Vision

HDI believes that successful operation of the TDI system requires a wide array of experience:

- Knowledge of Motor Vehicles Data, VIN numbers, and various typographical perils;
- Knowledge of Auto Liability Insurance Verification;
- Experience with demanding Data-matching routines;
- Experience with Real-time query interfaces from other systems with response requirements;
- Experience with High Uptime (24/7) systems and Hot Spares;
- Experience with meticulous Audit Trails;
- Experience with High Security;
- Experience with Secure Data Uploads from many parties;
- Experience with large databases;
- Experience with distributed networking.

The ONLINE|IVS team brings the knowledge and experience necessary to the operation of the State's program.

## Motor Vehicles

The ONLINE|IVS team brings TDI a scope of expertise and experience that is unmatched in working with motor vehicle data.

<u>HDI</u>

HDI managed the entry and validation of motor vehicles data for the State of Alabama for over 15 years. We managed the entry for over 20 million vehicles during this span of time. We developed an edit for title registration that does two things: verifies the Vehicle Identification Number (VIN) against the check-digit built inside the VIN to make sure the number is accurate, and it compares the VIN of the application with the VIN on the

actual title to detect typing errors. We understand how the VIN is created, and can use that knowledge to make sure that the car represented in the application has a VIN consistent with its make, model and year. Our familiarity with the VIN, how it is composed, how to best make use of the check-digit, and our history merging common typing errors from multiple data sources, are valuable experience factors which showcase our ability to perform the requirements of this RFO.

Insure-Rite

Insure-Rite has built, operated, and maintained the nation's most accurate and efficient insurance and vehicle information database for the State of Utah. Rite-Match™ is the backbone of Utah's Insurance Verification System—the most efficient database management system available in the complex arena of matching disparate databases.

Typical matching systems require perfect data to perform the matching process. However, Rite-Match™, which is our unique and distinctive matching process, uses insurance data in its raw state of imperfection to produce nearly perfect results.

Unlike other systems, Rite-Match™ was built on the philosophy that data will presumably be partial, incorrect, or incomplete and was designed to accommodate this reality. During the data collection phase when the full book of business is collected from each insurance company, data is only rejected by Rite-Match™ when the file format is wrong, the file is corrupt, or the data corresponds with an incorrect state. Rite-Match™ employs a series of up to 14 algorithms in a cascading data matching process to achieve unprecedented success. In addition, we use a proprietary internal audit application to audit the accuracy of the matching process that is performed each month.

This approach avoids blaming and "buck passing." Rite-Match™ protects motorists from undue harassment by producing an insurance information database that contains all current information instead of only data that was not rejected.

Other insurance verification projects have exacted a heavy price through burdening insurance companies with fines and manpower requirements, yet an unacceptable number of errors remain, citizens are harassed, and law enforcement is compromised. In contrast, during its 15 year history with Insure-Rite, the State of Utah has not levied a fine or penalized any insurance company. Rite-Match™ is distinctive, unique, and most important — it works.

Working in partnership with TDI and the implementing agencies, the ONLINE|IVS solution offers unparalleled expertise in the following areas:

**Liability Insurance Verification**

HDI has successfully managed the Mandatory Liability Insurance system in Alabama for over seven years while Insure-Rite has successfully implemented and operated Utah's

event based insurance verification services for more than 15 years. HDI's experience working with large-scale databases and matching processes combined with Insure-Rite's 15 years of insurance matching experience in Utah enabled the ONLINE|IVS team to implement a verification process for Texas that has met each of the required legislative mandates.

**Data-Matching Routines**

Many of the projects that HDI operates on behalf of state agencies have requirements for highly-developed cascading data matching routines. This is true for many of our Medicaid projects, motor vehicles and insurance projects, and other projects. As with the FRV project, these projects rely on accurate data matches to ensure success. Working with our partner, Insure-Rite, we offer a sophisticated, robust, scalable and flexible 14-step matching process with the capability to create the largest, fastest, and most accurate insurance data matching process in the nation. TDI has benefitted greatly from efforts in this regard.

Our ONLINE|IVS services employ "full book of business" reporting. This is true in Texas. Full book of business transmissions are, and have been, provided monthly in Utah for over 15 years. Full book of business reporting results in lower costs and lower time requirements. This system is also far simpler for insurance companies to implement and perpetuate.

Other verification programs operate on exception reporting. In other words, insurance companies download their entire book of business once, and thereafter, send only cancellations and new policies. Over time, these systems break down because it is impossible to know what information has NOT been submitted. Under our system, all insurance companies download their entire book of business with each transmission. After a few cycles of receiving a full book of business, we have a history that allows us to accurately predict the number of records we should expect from any given company. If we do not get the predicted number of records, we contact the company immediately to find out why. As a result, we CAN know what information has not been submitted.

Rite-Data™, Insure-Rite's unique database program, has proven to be so accurate, that the Utah Legislature amended the law via UT Code 41-12a-303.2(c) such that the Rite-Data™ database is now the authority in Utah, superseding any other form of insurance confirmation (e.g., renewal notice or card issued by an insurance company) as proof of insurance. By adding this language to the code, the Utah Legislature gave officers on the street an invaluable tool, allowing them to write a "no-insurance" citation with confidence.

Prior to the implementation of Rite-Data™, Utah prosecutors routinely dismissed no-insurance citations because proving a negative is virtually impossible. Today, information from Rite-Data™ is accepted by Utah courts as prima fascia evidence of no insurance, effectively shifting the burden of proof to the defendants to prove they did have insurance.

In this 15 year history of success, a no-insurance citation case has never been dismissed when we have provided testimony that the insurance database indicated the vehicle was uninsured on a specific date and time.

Rite-Data™ is the product our customers rely upon to perform their jobs—it gives them the confidence required to take the actions necessary to safeguard the citizens they serve. In addition, no security breaches have occurred during the 15 year period we have been operating in Utah.

As the industry pioneer, Insure-Rite has developed a great deal of expertise in this specialized field and has won strong references and endorsements by their clients from multiple state agencies including the Utah State Commissioner of the Department of Public Safety, Law Enforcement, Financial Responsibility, the Utah State Tax Commission, and the Division of Motor Vehicles, and Department of Insurance. Several of these references and audit results are included in the Contractor Evaluations section of this proposal.

In developing and providing insurance verification services, we have established monthly interface and update procedures with more than 300 insurance companies. Most of these companies also underwrite insurance in Texas. We understand and have perfected the processes required to maintain and operate a statewide insurance database. The fact that we already have existing interfaces, procedures, and relationships with the majority of insurance companies operating in Texas will minimize start-up problems for both the State and the vast majority of insurance companies. This benefit will speed and simplify project implementation for all parties.

The features of our system in Utah, based on best practices, include:

- A 98% or better match rate at start-up of project between submitted insurance records and vehicle records

  - Vehicle information provided by motorists to insurance companies has a high rate of data errors. A mature system can correct for this type of data, and we developed unique methods to do so. A best-in-class system can achieve a 98% match rate for all received records, including those with errors. Many verification programs can match perfect records. Our complete solution employs proven methods for matching all vehicle insurance data submitted.

  Our process is friendly to the submitting insurance companies and their customers since they do not have the customer service challenge of trying to get clean data from their clients, such as a bad VIN. Our accuracy rate using Rite-Match™ has consistently been over 99% (the accuracy rate of matches made).

- Seamless integration with existing systems with minimal impact to those systems.

  - Insurance status on vehicles is provided to law enforcement by seamlessly integrating the information into their existing systems. The insurance information is embedded into the existing screens and accessed every time a license plate is looked up. The program is available to both dispatchers and officers on the street who have access to a computer on board their police vehicle. Our system is completely integrated with existing applications, which eliminates unnecessary steps. The insurance data service is requested at the same time other driver/vehicle information is being requested, and in milliseconds, is combined with the vehicle record without additional key strokes or delays.

  - The integrated messages are crafted to provide the officer with as much information as possible so they can make an informed decision on insurance status and the action they choose to take. We have learned that, in addition to insurance status information, the officer benefits from having information on the reporting insurance company, when letters were sent to the owner, and when the database was last updated.

  - The officer also knows whether the owner claimed an exception for seasonal or out-of-service reasons. This highly important feature was developed through experience and is a key example of the benefits of choosing a mature system.

  - Insured drivers who do not own a vehicle present a unique challenge but must be handled in a similar manner. Insurance carriers don't always collect driver license information. On records where the information exists, we match policy information to individuals.

- Customer service procedures to assist motorist with convenient, efficient, and easy to use tools to aid in compliance

  - Throughout the entire process, vehicle owners have multiple options to correct any misinformation or update the status of their vehicle quickly and easily. The Utah system uses an interactive voice system that is available 24/7/365 as well as an automated fax system and, if necessary, a person to talk to.

  - One would expect, given the volumes we deal with and the sensitive nature of our business, that we would experience a large number of complaints. However, over the 15 years that we have been performing this service for Utah, only a handful of complaints have gone beyond our own internal customer service representatives.

**Real-Time Query Interfaces**

HDI has implemented a real-time NCPDP 5.1 interface with the Medicaid Fiscal Agents of Alabama (EDS) with our Online Prior Authorization (PA) system. This is a therapeutic verification system which includes a multi-threaded TCP/IP sockets based interface. The Fiscal Agent gets requests for payment for drug prescriptions from all pharmacies in the state in real-time.

The Fiscal Agent in turn routes requests from all drugs which require Prior Authorization to our server. We are required to make a very complex therapeutic decision based on a large database of claims and respond within 3 seconds. Our typical response is .3 (point three) seconds. This interface has been operational and stable for approximately two years. Systems like this require extensive logging and diagnostic capabilities. We are able to conduct said operations even when working with vendors who may be our competition in other markets. The design concepts are similar to the TLETs system.

**High Uptime Systems and Hot Spares**

Our Online PA system (see above) uses the Online/Event Server and Back-end Server concept to maintain the stable response time AND have a ready copy of the production DB on a live server ready to go in the event of disaster. We have successfully worked through hardware failures, with no downtime, and have proven our approach of two servers plus backup store to be simple, reliable, and flexible.

**Meticulous Audit Trails**

HDI has implemented a 529 Pre Paid College Tuition Administration system for use by State Treasurers. This tracks payment of college tuition plans, valued at over $900 million, and annually records tuition invoices, validates and pays invoices totaling over $41 million per year. This system is the complete financial processing system for this application, and includes an extensive audit trail for each customer account, integrated document image management for each customer account, and integrated entry, financial control, and document mass-mailing capabilities. This system also provides web access to the purchaser through a DB which is duplicated on a second server for security purposes. Additionally, Insure-Rite's Utah system and processes have withstood the scrutiny of numerous state audits over the past 15 years.

**High Security**

HDI has implemented a Prescription Drug Monitoring Program (PDMP), RxGuardian™, for the use of Departments of Public Health. This system complies with the federal HIPAA security requirements. HDI has implemented Retrospective Drug Utilization Review (RDUR) programs for over 30 states and several private payers over the last decade or longer, which involve maintaining large databases of medical claims and

subjecting them to review and analysis. All these systems have had stringent security standards built-in from the outset.

**Secure Data Uploads**

The PDMP system implements a secure data upload mechanism based on best practices review with large Chain Pharmacies such as Rite Aid, CVS, Walgreens, independent pharmacies, pharmacy software vendors, and small dispensing pharmacies. It provides three secure methods, appropriate for each organization, and includes measures of compliance and accuracy.

**Experience with Large Databases**

HDI has extensive experience with the implementation, support, and reliable operation of databases both large and small. Our largest databases contain all the Medicaid Drug claims for the largest state in the nation, and are approximately 150 TIMES the estimated size of the database for the TDI project.

**Experience with Complex Applications**

HDI has implemented a Center for Medicare/Medicaid Services (CMS) Medicaid Drug Rebate system for the State of North Dakota. This involves loading all drug claims from the State, a complex data set of rules from the federal CMS Medicaid division, and doing extremely complex calculations to determine rebate invoices to drug manufacturers, and then tracking payments, disputes, adjustments, and updates.

**Experience with Distributed Networking**

The Online Prior Authorization (PA) projects, as discussed above, and several of the RDUR projects, involve remote servers, and access to servers from other business entities accessed over private data circuits and routers obtained, debugged, and managed by us.

HDI has developed and deployed systems for other clients which require all the knowledge and experience requested by TDI. Plus, we have developed our ONLINE|IVS team partnership to bring direct experience to bear on this project.

**B.** HDI Solutions, Inc. has not had any contracts or purchase orders executed or accepted within the last five (5) years, or throughout our history that have been canceled, in whole or in part, by any state agency or other entity prior to completion. Our ONLINE|IVS partner is able to say the same.

**C.** Currently, HDI holds three (3) contracts with the State of Texas. The first two contracts are through HDI, and the third is through our Health Information Designs business unit. The contracts are listed below:

1. Texas Department of Insurance- TexasSure Vehicle Insurance Verification Program
2. Texas Department of Transportation- Data Entry and Validation Services for the CRASH Records Section of TxDOT Traffic Operations Division (TRF).
3. Texas Health and Human Services Commission- Prior Authorization Services

### 4.5.2 Corporate References

**Client Name:** Alabama Department of Revenue
**Dates of Service:** 08/2003- current
**Program Manager:** Mr. Lewis Easterly
**Phone:** (334) 242-1175
**E-mail:** lewis.easterly@revenue.alabama.gov
**Contract Amount:** Approximately $5.5 million

**Scope of Work**

ADOR is currently under a five (5) year contract with HDI. Under this contract, HDI developed customized software to allow for Mandatory Liability Insurance compliance activities associated with the department's MLI program. This program facilitated by ADOR, the State's enforcement agency for tax and MLI laws to fulfill duties assigned by the State's legislature. In regard to these activities, HDI developed and hosts the ADOR server configurations (including all necessary hardware, software and networking) at our locations in Auburn, Alabama. In addition, we make the system available to Revenue personnel via secure Internet connections and to our own administrative staff via our internal LAN. The system's functionality includes the ability to manage cases, allow for payments, scan/image/manage documents, manage accounts, perform call center duties, process forms, generate detailed reports, manage correspondence archive data and images, accept vehicle owner web inputs, accept insurance company verifications, interface with the Alabama Department of Public Safety and Alabama of Courts (AOC) on electronic records, archive data and images, etc. (Both hardware and customized software were provided). HDI has held this contract since 2003 and was pleased to win another five (5) year contract in 2008.

**Client Name:** Texas Department of Transportation
**Dates of Service:** 11/2006- current
**Program Manager:** Carol Rawson
**Phone:** (512) 416-3200
**E-mail:** crawson@dot.state.tx.us
**Contract Amount:** Approximately $15.5 million

**Scope of Work**

The State of Texas had a backlog of accident reports from the years of 2003-2006 encompassing more than 2 million records. The work was required to be completed swiftly and accurately in order to prevent Federal highway funding from being withheld.

The work proposed by TxDOT required HDI to (1) develop a software system capable of handling an average of 200,000 crash reports per month and receive daily transmissions of crash report images; (2) write an extensive data entry program; (3) develop the output program in the format requested by TxDOT; (4) hire more than 300 data entry operators; (5) conduct in house testing of the system; (6) train personnel on the system; (7) conduct interpretation, data entry and quality control operations for accident reports in quantities of not less than 12,500 records per week; and (8) return the resulting data daily via an SFTP site.

HDI's exemplary performance proving to be capable of conducting this level of data entry services in resolving the backlog resulted in the extension of the contract to include the data entry operations of current Texas crash reports.

As a result, all of the deliverables required by this contract were met on time and within budget. The possible loss of federal funding was prevented. In 2009, HDI won the contract again and we are currently processing crash reports on a daily basis.

| | |
|---|---|
| **Client Name:** | Alabama State Treasurer |
| **Dates of Service:** | 08/2003- current |
| **Program Manager:** | Kay Ivey |
| **Phone:** | (334) 242-7500 |
| **E-mail:** | alatreas@treasury.alabama.gov |
| **Project Manager:** | Brenda Emfinger |
| **Phone:** | (334) 242-7515 |
| **Email:** | brenda.emfinger@treasury.alabama.gov |
| **Contract Amount:** | Approximately $6 million |

**Scope of Work**

HDI Solutions, Inc.'s work on this project resulted from a contract awarded through the State's competitive purchasing process for the State of Alabama Treasurer's office to administer Alabama's Prepaid Affordable College Tuition (PACT) program.

When HDI Solutions, Inc. assumed responsibility for the project utilization of proprietary software that was mainframe centric, necessitated a total redesign of the system including the development of an entirely new and extensive financial software program to properly administer all aspects of program. HDI Solutions, Inc.'s system design engineers and software architects accomplished the programming tasks using state of the art software tools and a client server system in lieu of the previously used main frame system.

The implementation time line for start-up allowed HDI Solutions, Inc. just sixty (60) days after the contract award to have this extensive and complicated system in operation posed many operational issues which our IT personnel successfully dealt with on a daily basis to successfully meet the mandated start-up date.

The Alabama PACT administration system was operational within the time frame specified by the Alabama Treasurer's office with minimal complications in spite of the very short time frame within which this project had to become operational. The client is exceedingly pleased with the software package HDI Solutions, Inc. developed, installed and operates for the administration of this program due to its superior capability, sophistication, and ease of use.

### 4.5.2 Respondent Key Staff

(a) HDI has assigned two (2) contact persons for this RFO who have the authority to respond to questions from TDI. HDI's Executive Vice President, Jim Wilkerson, and HDI's Director of Business Operations, Leah Scarbrough, will serve as the main points of contact. Please find Mr. Wilkerson's and Ms. Scarbrough's contact information below:

Jim Wilkerson
Executive Vice President
1510 Pumphrey Avenue
Auburn, Alabama 36832
(334) 466-3025 (ofc)
(800) 390-6021 (fax)
jim.wilkerson@hdisolutions.com

Leah Scarbrough
Director of Business Operations
1510 Pumphrey Avenue
Auburn, Alabama 36832
(334) 466-3065 (ofc)
(888) 387-2483 (fax)
leah.scarbrough@hdisolutions.com

(b) HDI has identified the name and title of each staff member who will be assigned to this project. All information pertaining to qualifications and experience for each staff member listed below may be found in the resume section. Please refer to **Tab 8- Resumes**.

- Jim Wilkerson — Executive Vice President
- Leah Scarbrough — Director of Business Operations
- Chuck Latham, PMP — Director of Technical Operations
- Tim Hardwick — Director of Special Projects
- Scott Brown — Operations Manager
- Neal Rhodes — Computer Systems Architect
- Pat Rhodes — Computer Systems Architect
- Roger Wood — Software Developer
- Aaron Stephens — Senior Software Programmer
- Nathan Shafer — Software Programmer
- Brian Barber — Software Programmer
- Miguel Velez-White — Systems Administrator
- Jeramy Woody — Assistant Systems Administrator
- Richard Kasteler — President & CEO: Insure-Rite
- Bart Blackstock — Executive Vice President: Insure-Rite

- Justin Mann — CIO: Insure-Rite
- Tekoa Wright — Enterprise Architect: Insure-Rite

(c) HDI has provided the resumes for each of the key staff members assigned to this project. Please refer to **Tab 8- Resumes**.

(d) Should there be any change in the project management staff, HDI will notify TDI. The qualifications and resumes of said staff will be provided to TDI prior to the new staff members beginning work on the contract.

### 4.5.4 Evidence of Financial Capability

(a) HDI is pleased to provide our financial statements for the past three (3) years. Please refer to **Tab 12- Financials**.

(b) HDI does not anticipate any change in ownership during the twelve (12) months following the proposal due date.

(c) HDI does not have, nor have we ever had, any restrictions or pending reviews by state or federal authorities for non-compliance with state or federal statutes or regulations.

(d) HDI understands that TDI reserves the right to request additional information to determine financial integrity and responsibility. HDI will gladly provide additional information upon TDI's request.

(e) Should HDI experience a substantial change in its financial condition prior to the award of this contract, HDI will notify the designated TDI contact person in writing at the time the change occurs or is known.

### 4.5.5 Insurance/Bonds

HDI has reviewed all of the insurance/bond requirements outlined in the RFO. Within five (5) business days of executing a contract associated with this RFO, HDI will provide proof of the insurance coverage listed in Section 4.5.5. HDI has noted the revised language released through Addendum #2 issued on August 6, 2010. HDI will furnish proof of all required insurance within 15 days of executing any contract related to this RFO.

## 4.6 Project Work Plan/Description of Services to be Performed

### 4.6.1 Description of Services to be Performed

HDI has fully responded to the Specifications Response Form. Please refer to **Tab 5- Exhibit 1**.

### 4.6.2 Project Approach

HDI has included a Project Management Plan and Project Work Plan to fulfill the requirements of this section of the RFO. Please refer to **Tab 9- Project Management Plan**.

### 4.6.3 Additional Services

In order to have a greater impact on the uninsured motorist rate (UMR), the ONLINE|IVS team suggests that TDI and the implementing agencies consider the following as possible enhancements to the TexasSure program:

(1) Establish a vehicle registration suspension program for uninsured vehicles which also incorporates a reinstatement process requiring the payment of reinstatement fees. Our team's systems and processes could be modified to support such a program.

(2) Establish a supplemental enforcement program that utilizes traffic cameras and/or the toll system to identify and fine those who are driving uninsured vehicles. Our team's systems and processes could be modified to support such a program.

(3) Modify the customer notice process so as to ensure that within every 12-month period each and every vehicle identified as uninsured is sent a notice. Our team's systems and processes could be modified to support such an increase in volume.

### 4.6.4 Business Requirement

HDI understands that upon award of any contract related to this RFO, TDI and HDI will mutually agree to Business Requirements, which will be documented in writing.

## 4.7 Assumptions

Please refer to the "Assumptions" tab of Exhibit 2. HDI understands that TDI reserves the right to accept and reject assumptions and that all assumptions not expressly identified and incorporated into the contract are deemed rejected.

## 4.8 Respondent Information and Disclosures

### 4.8.1 General Respondent Information

For almost thirty years, HDI has been an industry leader in Records Administration, Case Management, Data Management and Software Development. We, along with our Health Information Designs business unit serve clients in 25 states, including the State of Texas.

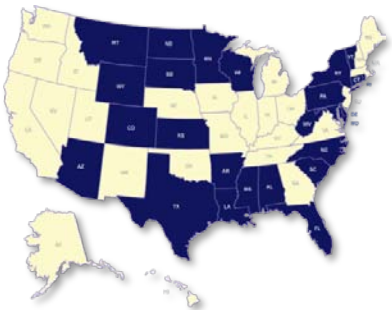


Figure 1 HDI's Service Map

HDI Solutions, Inc. was founded in 1981 as the Drug Data, Co. Its primary focus was on the analysis of drug utilization data, but this focus rapidly changed from the drug industry to the entire healthcare industry. HDI Solutions, Inc. is a C Corporation. It was changed from a proprietorship to a corporation in February 1990 when it was legally incorporated in the State of Alabama. At that time the name was changed to Health Data, Inc. to reflect its broader scope. The desire to expand the business and to take advantage of other business opportunities enabled the company to move the focus of its business from the healthcare industry to include other non-health State agencies and private businesses. Then, in 2004, the company name was changed to HDI Solutions, Inc. to fully reflect the company's scope of software development, records administration, data management and document management services to State agencies and private businesses. From its inception, the company has focused on turning data into meaningful information; a task that involves data capture and its analysis and presentation to the client in a usable format.

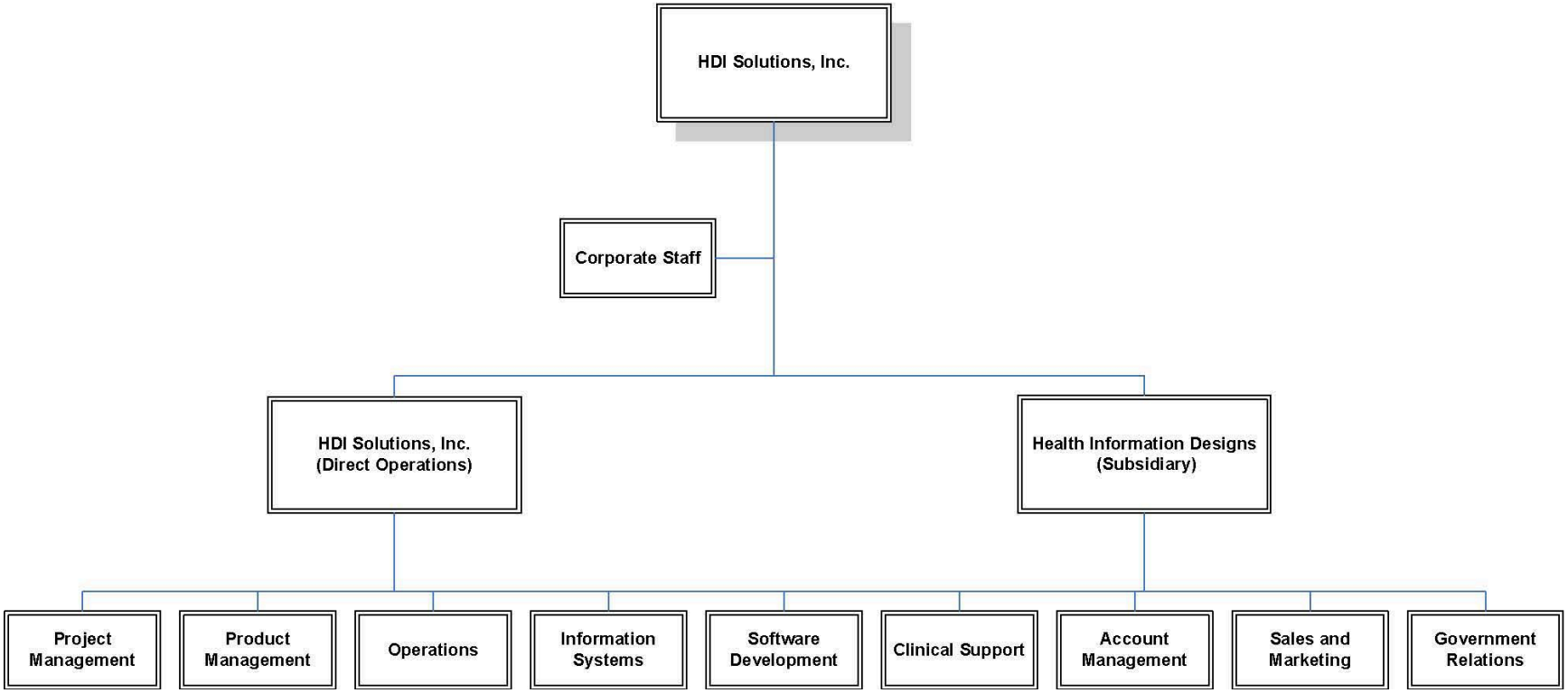
Founded as a family-owned business, HDI has grown into a successful government and private-sector full-service data processing and data management company for a diverse and dynamic group of industries and State and local government agencies. One of the key ingredients to our growth is our commitment to solid values of integrity, ethics and genuine care and concern for our clients' needs. HDI has a solid reputation of providing quality services to State agencies and private firms.

HDI purchased its wholly-owned subsidiary, Health Information Designs, Inc. (HID), in August 1997 and relocated it from Fairfax, Virginia to Auburn, Alabama in January 2000. HID's business deals primarily with the development and administration of large databases for State Medicaid Agencies and private drug and healthcare corporations.

HDI's corporate headquarters is located in Auburn, Alabama. HDI has satellite offices located in San Marcos, Texas; Jackson, Mississippi; Little Rock, Arkansas; Colorado Springs, Colorado; and Salisbury, Maryland.

An organizational chart of HDI, including its Health Information Designs business unit is located on the following page.

# HDI Solutions, Inc.'s Corporate Organizational Chart



This proposal is being submitted by HDI Solutions, Inc. The contact information for HDI's headquarters in Auburn, Alabama is listed below.

HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
(334) 821-0947 (main)
(334) 821-0738 (fax)
www.hdisolutions.com

HDI Solutions, Inc.'s Federal employer identification number is 63-1047498. HDI's Texas tax identification/registration number is 32018628621. A copy of the Texas Registration is located on the following page.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Roger Williams
Secretary of State

# Office of the Secretary of State

## CERTIFICATE OF AUTHORITY
## OF

HDI Solutions, Inc.
Filing Number: 800575214

The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above named corporation for a Certificate of Authority to transact business in this State under the Texas Business Corporation Act has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Authority to transact business in this State from and after this date for the purpose or purposes set forth in the application under the name of

HDI Solutions, Inc.

Dated: 11/23/2005

Effective: 11/23/2005

Roger Williams
Secretary of State

Phone: (512) 463-5555
Prepared by: Debi Mojica

Come visit us on the internet at http://www.sos.state.tx.us/
Fax: (512) 463-5709

TTY: 7-1-1
Document: 109646990002

### 4.8.2 Respondent Identification

This section was removed in its entirety through Addendum #2 issued on August 6, 2010.

### 4.8.3 Relatives/Employees: Definition of Employee

HDI certifies that it does not have connections with any of the following:

1. Relatives who are currently or have worked for TDI, TxDMV, DPS, DIR or TxDOT.
2. Employees who are current, former or retired employees of TDI, TxDMV, DPS, DIR or TxDOT.

### 4.8.4 Names and Social Security Numbers

HDI Solutions, Inc. is a privately held company wholly owned by Mrs. Judith S. Gibson. HDI is an Alabama certified Women's Business Enterprise (WBE). Mrs. Gibson's Identifying Information as requested is listed below:

Mrs. Judith S. Gibson
Owner of 100% of HDI Solutions, Inc.'s stock
Date of Birth: July 3, 1945
Social Security Number: 260-66-9337

### 4.8.5 Conflicts or Potential Conflicts of Interest

HDI certifies that it neither has any conflicts, nor potential conflicts of interest related to any contract that may result from this RFO.

### 4.8.6 Changes in Ownership Conditions

It is understood and accepted that HDI must notify TDI should there be any substantial change in its ownership during the period prior to the award of any contract pursuant to the RFP, or if HDI experiences a substantial change in ownership during the term of the contract or any extension thereof. Should any of the abovementioned occur, HDI certifies that TDI would be informed in writing of any such changes in ownership conditions.

### 4.8.7

HDI does not have any pending or completed legal actions over the past five (5) years related to services performed. In addition, HDI has never been assessed any penalties or liquidated damages under any existing or past contract with any governmental entity.

**4.8.8**

HDI has completed the HUB Subcontracting Plan as outlined in the RFO, and we have chosen to work with two subcontractors: Insure-Rite, Inc. and Pitney Bowes. Please refer to **Tab 11- Subcontractor Information** to review the completed HUB Subcontracting Plan and to review the requested certification information from the selected subcontractors.

## 4.9 Exceptions to RFO Terms and Conditions

HDI does not take exception to any of the terms or conditions outlined in Section III of this RFO. HDI understands that by not taking any exceptions, we will not be allowed to raise additional issues during contract negotiations.

## 4.10 Additional Information

As the incumbent vendor for this project, HDI will not require any assistance from TDI in order to provide the services outlined in this RFO. HDI has not included additional information other than what has been requested by TDI.

## 4.11 Respondent's Understanding of the RFO

HDI has reviewed and fully understands the contents of this RFO. As the incumbent vendor, HDI has keen knowledge of this program and what is required to ensure that the State continues to abide by the enacted legislation which mandates this program. HDI will continue to ensure that TDI meets all legislative requirements.

TDI will receive HDI's proposal on or before the deadline of 10 a.m. Central Time on November 8, 2010.

## 4.12 Mandatory Pricing Form

HDI has completed the Mandatory Pricing Form, Exhibit 2. This form may be found in the separately sealed binder titled **Part 2- Mandatory Pricing Form**.

# James C. (Jim) Wilkerson

## Executive Vice President

**Professional Profile**

Mr. Wilkerson brings more than 30 years of experience to his role as Executive Vice President of HDI Solutions, Inc. In this capacity, Mr. Wilkerson is responsible for HDI's day-to-day operations, which include management supervision of the data capture operations, software development, sales, business development, information technology and administrative support of the company and its 140 plus employees.

**Employment History and Relevant Experience**

| | |
|---|---|
| **Executive Vice President** | HDI Solutions, Inc. 2002-present |
| **Business Development/Project Management** | Excelliant Services, Inc., 2001 – 2002. |
| **Business Development and Project Management** | Metamor Worldwide, Consulting Solutions, 1997 – 2001. |
| **Project Manager** | BellSouth Telecommunications, 1986 – 1996. |
| **Project and Network Manager** | Network Concepts, Inc., 1985 – 1986. |
| **Technical Consultant** | AT&T and South Central Bell, 1979 – 1985. |

**Education and Credentials**

| | |
|---|---|
| **Bachelor of Business Administration** | University of Mississippi |

# Charles H. (Chuck) Latham, PMP

## Director- Technical Operations

**Professional Profile**

Mr. Latham brings nearly 30 years of experience to his position as Director of Technical Operations at HDI Solutions, Inc. As a proposed project management professional for this project, Mr. Latham brings his experience in project management, training, strategic planning, quality assurance, business process improvement, team facilitation, training and management consulting. Mr. Latham directs the technical development and implementation of all of HDI's contracts and currently works closely with the technical team on all of HDI's contracts.

**Employment History and Relevant Experience**

| | | |
|---|---|---|
| **Director- Technical Operations** | HDI Solutions, Inc. | 2010-present |
| **Senior IT Project Management** | BB&T (formerly Colonial Bank) | 2007-2010 |
| **Project Manager** | ProTech Solutions, Inc. | 2006-2007 |
| **Senior Project Analyst** | EDS Corp. | 2005-2006 |
| **Service Area Manager** | IBM | 1997-2005 |
| **Director, Staff Consultant** | Price Waterhouse, LLC | 1997 |
| **Quality Coordinator/Program Manager** | Alabama Corps | 1994-1996 |

**Education and Credentials**

**Masters of Business Administration (MBA)** Chapman University, California
**Bachelor of Science, Business Management** St. John Fisher College, New York
**Masters Certificate in Project Management** George Washington University
**Certified Project Management Professional (PMP)** Project Management Institute
**Certified Business Manager (CBM)** Association of Professionals in Business Management (APBM)
**Certified Business Process Analyst (IBM)**

# Tim Hardwick

## Director- Special Projects

**Professional Profile**

Mr. Hardwick brings nearly 15 years of experience with HDI Solutions, Inc. to his position as Director of Special Projects. Mr. Hardwick began his career with HDI as a data entry operator and quickly moved into positions such as Production Manager, Senior Programmer and now Director of Special Projects. In this role, Mr. Hardwick is personally involved in every contract that HDI maintains. Mr. Hardwick works closely with the Technical Director and Software Developers to strategize methods that bring our products and services from a concept to a reality for our clients. Mr. Hardwick has been directly involved with each of HDI's current contracts.

**Employment History and Relevant Experience**

**Director- Special Projects** HDI Solutions, Inc. 1995-present

**Education and Credentials**

**Bachelors in International Business** Auburn University

# Leah Scarbrough, J.D.

## Director- Business Operations

**Professional Profile**

Ms. Scarbrough brings 6 years of experience to her position as Director of Business Operations at HDI. During her tenure with the company, Ms. Scarbrough has been an integral part of adding new contracts and managing those contracts to the satisfaction of clients. As the Director of Business Operations, Ms. Scarbrough oversees the operations and serves as the main contact for contractual matters on several of HDI's current contracts.
.

**Employment History and Relevant Experience**

**Director- Business Operations** HDI Solutions, Inc. 2004-present

**Education and Credentials**

**Bachelors in Psychology** University of Alabama-Birmingham
***Juris Doctorate*** Cumberland School of Law

# Aaron Stephens

## Senior Programmer/Developer

**Professional Profile**

Mr. Stephens received his B.S. in Computer Science from Auburn University. Mr. Stephens works on a many HDI projects in which his responsibilities have included technical architecture design, implementation, documentation, and the supervision of other developers. Mr. Stephens has extensive development and programming experience, and his skills are utilized throughout all of HDI's contracts.

**Employment History and Relevant Experience**

| | |
|---|---|
| **Senior Programmer/Developer** | HDI Solutions, Inc., Auburn, AL, 2003-present |
| **Software Engineer II** | Stewart Environmental, Inc., Auburn, AL, 2001 -2003 |
| **Web Site Designer** | Auburn University, Auburn, AL, 2000 - 2001 |

**Education and Credentials**

| | |
|---|---|
| **B.S. in Computer Science** | Auburn University |

# Nathan C. Shafer

## Software Developer

Mr. Shafer recently joined HDI as a software developer. In this capacity, Mr. Shafer is part of our programming team that develops and implements the software systems that HDI offers to its clients. Mr. Shafer is also responsible for the development and implementation of test plans to ensure that HDI's offerings meet the expectations of the clients. Mr. Shafer has quickly gained valuable experience with HDI's contracts

**Employment History and Relevant Experience**

| | |
|---|---|
| **Software Developer** | HDI Solutions, Inc. 2010- present |
| **Web Developer/Project Manager** | Commerce Networks 2006-2010 |
| **IT Co-op Engineer** | Georgia Pacific Corporation 2005-2006 |

**Education and Credentials**

| | |
|---|---|
| **Bachelors of Wireless Software Engineering** | Auburn University |

**Technical Skills**

.NET Framework, MS SQL 2000/2005/2008, Object Oriented Programming, Web Development, Visual Studio 2003/2005/2008, Web Analytics, SEO

# Brian J. Barber

## Software Developer

Mr. Barber recently joined HDI as a software developer. In this capacity, Mr. Barber is part of our programming team that develops and implements the software systems that HDI offers to its clients. Mr. Barber is also responsible for the development and implementation of test plans to ensure that HDI's offerings meet the expectations of the clients. Mr. Barber has quickly gained valuable experience with HDI's contracts.

**Employment History and Relevant Experience**

| | |
|---|---|
| **Software Developer** | HDI Solutions, Inc. 2010- present |
| **Software Engineer** | Stanley Associates, Inc. 2009-2010 |
| **Systems Engineer** | Pitney Bowes, Inc. 2008-2009 |
| **RSA- Level 2** | SourthernLinc Wireless 2007-2008 |

**Education and Credentials**

| | |
|---|---|
| **AA Pastoral Ministry** | BMTC- Pensacola, Florida |
| **AAS Software Programming** | Wallace Community College |
| **BSIT Software Engineering (in progress)** | University of Phoenix Online |
| **Security+, A+** | Comp TIA |
| **Field Service Specialist** | DISH Network |
| **Basic Electrical Technician** | AT&T Internal |
| **Security Clearance Held- NAC Confidential** | |

**Technical Skills**

.NET Development (C++, C#, CB), Object Oriented Programming (C++, Java, J2EE), Database Administration (SQL Server, Access, Oracle), Advanced Web Development (Front Page, Oracle Portal, Scripting, Graphics), Technical Drawing.

# Miguel Velez-White

## Systems Administrator

Mr. Velez-White brings more than 20 years of technical support experience to his position as Systems Administrator at HDI. As the Systems Administrator, Mr. Velez-White is responsible for ensuring that HDI's systems and hardware are available for our clients and our employees. Mr. Velez-White is also the first responder to any system outages and provides level 1 support for all client issues.

**Employment History and Relevant Experience**

| | |
|---|---|
| **Systems Administrator** | HDI Solutions, Inc., 2006-present |
| **IT Manager** | Auburn Day Care Centers 2003-2006 |
| **Supervisor, VZW.com** | AFNI, 2004 |
| **CSR** | AFNI, 2003-2004 |
| **Project Manager, Highline.NET** | Highline United Methodist Church, 2003 |
| **Office Manager** | Forest Concepts, 2002 |
| **Technical Support** | Quellos Group, 2001-2002 |
| **Business Analyst** | Washington Mutual Bank, 2001 |
| **Director, *e*Services Division** | Professional Systems Strategy, Inc., 1999-2000 |
| **Technical Support Analyst** | International Monetary Fund, 1997-1998 |
| **Analyst** | Jupiter Corporation, 1992-1995 |

**Education and Credentials**

| | |
|---|---|
| **B.S. (candidate) Information Systems Technology** | University of Maryland |

**Technical Skills**

Microsoft Certified Professional (MCP), CompTIA Security+, Microsoft Certified System Engineer

# Jeramy W. Woody

## Assistant Systems Administrator

Mr. Woody has been with HDI since 2007. During his time with the company, Mr. Woody has been a data entry operator and was then promoted to the position of Assistant System Administrator. In this position, Mr. Woody assists with resolving network and hardware issues; manages hardware inventory; maintains companywide hardware and networks and performs test procedures for current and upcoming contracts.

**Employment History and Relevant Experience**

| | |
|---|---|
| **Assistant Systems Administrator** | HDI Solutions, Inc. 2008- present |
| **Interpretive Data Entry Operator** | HDI Solutions, Inc. 2007-2008 |

**Education and Credentials**

| | |
|---|---|
| **Bachelors of Management Information Systems** | Auburn University |

**Technical Skills**

Visual Basic, C++, HTML, Javascript, MS Office, Acronis Snap Deploy, Visual Studios, Active Reports

# Scott Brown

**Production Manager**

## Professional Profile

Mr. Brown's day-to-day responsibilities include overseeing the operations for HDI's call center in Texas. Mr. Brown also serves as the production manager for the TDI contract where he serves as the point of contact on various issues.

## Employment History and Relevant Experience

| | |
|---|---|
| **Production Manager - HDI Solutions, Inc.** | Auburn, AL, 2007 – Present |
| **Operations Manager - HDI Solutions, Inc.** | Auburn, AL, 2004 – 2007 |
| **Branch Manager - HDI Solutions, Inc.** | Auburn, AL, 2001– 2004 |
| **Project Manager/Software Developer - Buyline America,** | Auburn, AL, 2000 – 2001 |
| **Titles Supervisor - Health Data, Inc.** | Auburn, AL, 1996 – 2000 |

## Education and Credentials

**Certification UNIX System Administration**, Boston University Corporate Education Center

# Neal Rhodes

**Computer Systems Architect**

## Professional Profile

Mr. Rhodes provides computer systems architecture support for HDI. He works closely with HDI's technical team in the conceptual design, development and testing of HDI's proprietary software.

## Employment History and Relevant Experience

Owner MNOP, Ltd. 1989-Present
Software Engineer Manager Sales Technologies, Inc. 1986-1989
Section Head, PC Group Harris/Lanier Business Products 1985-1986
Manager, DeskWorks Development Group Harris/Lanier Business Products 1984-1985
Manager, DP Applications Group Harris/Lanier Business Products 1982-1984
Analyst, DP Applications Group Harris/Lanier Business Products 1981-1982

## Education and Credentials

B.S. in Computer Science (with High Honors) Georgia Institute of Technology

### Specific Computer Experience

**Applications**: GL, AR, SO, AP, INV, Legal, Insurance, Medical, Construction, Manufacturing, Wholesale Distribution, Unix Communications

**Languages**: BB4, C (Unix, Linux, Microsoft, Vax), Cobol (IBM370), Pascal, Progress (4gl), Webspeed, Shell and Perl.

**Assembler**: Intel PC (Masm)

**Operating Systems**: AIX, Unix V, SCO Xenix, SCO Openserver, Linux, PC-DOS, VMS, OS/370

# Patricia Rhodes

**Computer Systems Architect**

## Professional Profile

Mrs. Rhodes provides computer systems architecture support for HDI. She works closely with HDI's technical team in the conceptual design, development and testing of HDI's proprietary software.

## Employment History and Relevant Experience

| | | |
|---|---|---|
| Owner | MNOP, Ltd. | 1989-Present |
| Software Development Manager | Clockwork Systems, Inc. | 1984-2006 |
| Software Engineer | Software Shop Systems | 1983-1984 |
| Senior Systems Analyst | Peachtree Software | 1982-1983 |
| Software Specialist | Insurance Systems of America | 1978-1982 |

## Education and Credentials

| | |
|---|---|
| B.S. in Computer Science | Georgia Institute of Technology |

### Specific Computer Experience

**Legal**: Time & Billing, Trust, Docket, Management Reporting, Conflict, AR, AP, GL

**Construction:** Job Costing, AR, AP, GL

**Insurance**: Life Insurance Rate Quote, Commercial Lines, Agency Accounting, Group Pension

**Manufacturing**: Shop Floor Control, Inventory, Routing, BOM

**Languages**: Basic, Cobol (IBM370), Fortran, Pascal, Progress (4gl), Webspeed, Shell.

**Operating Systems**: AIX, Unix V, SCO Xenix, SCO Openserver, Linux, PC-DOS, VMS, Windows, OS/37

# Roger Wood

**Software Developer**

## Professional Profile

Mr. Wood has more than 20 years experience in the design, development and implementation of major client-server based systems built across multi-platform, multi-vendor environments. His responsibilities have ranged from hands-on development to technical lead, system architecture and project management. Mr. Wood is experienced in the design and implementation of thick and thin client-server architectures, defining high-level business requirements, developing data and process models and creating specifications. He has a proven track record in identifying problems and developing innovative solutions.

## Employment History and Relevant Experience

| | | |
|---|---|---|
| Consultant | R&D Computer Services | 2001-Present |
| Consultant | Matrix Resources, Inc. | 2000-2001 |
| Project Manager | Innotrac Corporation | 1999-2000 |
| Senior Principal Consultant | Keane, Inc. | 1992-1999 |
| Consultant | R&D Computer Services | 1990-1991 |
| Development Specialist | Brock Control Systems, Inc. | 1989-1990 |
| Senior Software Engineer | Sales Technology, Inc. | 1988-1989 |

## Education and Credentials

B.B.A. in Business Computer Systems Eastern Michigan University

B.M.E. in Education Eastern Michigan University

## Technical Skills

**Languages**: C/C++/c#, HTML, Java/J2EE, XML, Visual C/C++, Visual Basic, SGML, SQL, Shell (C/Korn/Bourne), COBOL

**Operating Systems**: UNIX, Linux, Red Hat Enterprise, Windows 95/98/2000/XP/7, Windows NT Server/Workstation, NCR MPRAS, HP-UX, DOS, VMS.

**Web:** HTML, XML, Perl, Java, CGI, Cold Fusion, CORBA, Orbix, Frontpage.

**Networking/Communications:** TCP/IP, FTP, SMTP, SNA, Connect:Direct, EDI, T1, IIS, DNS, SNMP, MS Exchange

**Hardware:** PCs/compatibles, Sun, HP, AS/400, DEC VAX, Unisys

**Databases:** Oracle, SQL Server, Informix, Progress, Access, Sybase

**Methodologies:** Booch, Rumbach, Software Asset Management (SAM) Method 1 variant, Ernst & Young Navigator, Function Point Analysis, Arthur Anderson, Expert Systems Design 1, Excelerator, Rapid Application Development (RAD), Data Flow, Structured Flow, Hierarchical Diagrams

**Standards:** Capability Maturity Model (CMM) Levels 2 & 3, Sarbanes-Oxley, Open Systems Interconnection (OSI), Organization for the Advancement of Structured Information Standards (OASIS).

**Certification:** Sun Certified Programmer for the Java Platform 1.4

# G. Richard Kasetler

## President & CEO Insure-Rite, Inc.

**EXPERIENCE:**

October 1991 – Present

**President, CEO – Insure-Rite, Inc.**
Developed first private vendor uninsured motorist identification database program.

- First implemented July 1995
- Longest running Uninsured Motorist Identification Program in Country.
- Audited 8 times by the State of Utah
- Verified Reduction of Uninsured Motorists in Utah from 23% to less that 4%.
- Commemorative Recognition by both Chambers of Utah Legislature.
- Part of implementation team in Texas since 2006.

March 1989 – October 1991

**President, CEO Infotainment Radio Network**
Administered/Talent for all night radio talk show from Sands Hotel in Las Vegas Nevada. Interviewed celebrities from political and entertainment world interspersed with telephone calls from across the nation.

**EDUCATION:**

Brigham Young University – Broadcasting/Marketing

# G. Barton (Bart) Blackstock

**Executive Vice President Insure-Rite, Inc.**

## Experience

| | |
|---|---|
| Executive Vice President | Insure-Rite, Inc. 2004-present |
| Deputy Director, Driver License Division | Utah Department of Public Safety 2001-2004 |
| Public Safety Bureau Chief | Utah Department of Public Safety 1996-2001 |
| Driver Services/Driver Control Bureau Chief | Utah Department of Public Safety 1994-2001 |
| Special Projects Bureau Chief | Utah Department of Public Safety 1998-1999 |
| Public Safety Bureau Chief, Driver Control | Utah Department of Public Safety 1993-1994 |
| Public Safety Bureau Chief, Records | Utah Department of Public Safety 1986-1993 |
| Assistant Manager, Driver Improvement & Control | Utah Department of Public Safety 1984-1986 |
| Program Specialist Driver License Medical Program | Utah Department of Public Safety 1983-1984 |
| Driver Improvement Specialist Hearing Officer | Utah Department of Public Safety 1980-1983 |
| Driver License Examiner | Utah Department of Public Safety 1975-1980 |
| Counselor/Probation Officer | Pine Canyon Ranch for Boys 1973-1975 |

## Significant Associations

Member of the Utah Safety Council
Member of the Governors Task Force on decriminalizing traffic offenses
Member of the Governors Task Force on Driving Under T\the Influence
Member of the Utah Substance Abuse and Anti-Violence Councils, Driving Under the Influence Committee
Public Information Officer for the Public Safety Olympic Command at the Athletes Olympic Village.

## American Association of Motor Vehicle Administrators (AAMVA)

Region IV CDL coordinator from 1988 to 1990
Region IV Financial Responsibility Chair
International Financial Responsibility Chair
Served 8 years as the Region IV representative to the International Driver License and Non-Resident Violators Compacts Board
Served two terms on the Certified Examiner Board
Smart Card Commission
Coordinated the 1999 Region IV conference in Salt Lake City
Certified train the trainer for AAMVA's Fraudulent Document Recognition Program

# Justin S. Mann

**CIO Insure-Rite, Inc.**

## Experience

| | |
|---|---|
| CIO | Insure-Rite, Inc. 2006-present |
| Software Development Manager<br>Lead Software Architect<br>Engineer | United HealthCare 2002-2006 |
| Senior Software Architect/Engineer | The Mandarin House 2002-2002 |
| Software Manager<br>Senior Software Architect<br>Engineer | Onyx Graphics 1999-2001 |
| Software Engineer/Project Manager | Axiom Technologies 1996-1999 |

## Education

Weber State University
Major: Information Systems and Technology
Focus: Business Administration, Systems Analysis, and Programming
Degree: Bachelors of Science

## Training Courses Attended

- **Adaptive Software Development** – Ralston Consulting - June 2005
- **Writing Effective Use Cases** – Ralston Consulting - April 2005
- **PL-SQL** - Ingenix - March 2003
- **Guerrilla .NET -** Developmentor - May 2001
- **Object Oriented Analysis and Design -** Rational University – Jan. 2001
- **Fundamentals of Rational Rose (v. 2000) -** Rational University – Jan. 2001
- **Rational ClearCase Fundamentals -** Rational University – Mar. 2000
- **SL-275 Java Programming -** Information Technology International, Inc – Dec. 1999
- **FastTrack to PowerBuilder 7.0 -** Sybase – Nov. 1999
- **Building Web Applications Using EAStudio -** Techsys Computer Associates – Nov. 1999

# Tekoa Wright

## Enterprise Architect for Business Solutions Insure-Rite, Inc.

## Experience

Enterprise Architect for Business Solutions Insure-Rite, Inc. 2006-present

Senior Software Developer Ingenix (Subsidiary of UnitedHealth Group) 2002-2006

Software Engineer 3Com 2001-2002

### Education

Westminster College
- Master of Business Administration
  - Honors: Delta Mu Delta

Weber State University
- Bachelor of Science, Computer Science/Software Engineering.
  - Honors: Summa Cum Laude

## Project Management Approach

HDI has a long history of successfully designing, developing, implementing, and operating sophisticated systems and programs to support state government agencies in meeting their goals and objectives. We understand the organizational structures, data, and analysis required to manage the ever-increasing scope of these agencies. We invest in technology solutions for our clients with an eye to the future and have provided cutting-edge solutions to the industry.

HDI's proven project methodology will provide integrated project planning, control, visibility, and accountability. We first launch project management on the TexasSure Project by leveraging our work products (plans, templates, work patterns) from our Project Management Methodology. These work products reflect many of the "best practices" identified in the internationally recognized Project Management Institute® (PMI) Project Management Body of Knowledge (PMBOK®), and have been successfully implemented across myriad projects, allowing us to avoid common pitfalls experienced by other programs. As a result, robust project management is incorporated in every major HDI project.

Successful project management is a product of an experienced project team. HDI's success is attributed directly to the quality of our people. The development, installation, and implementation of projects in several states provide HDI significant experience in creating successful project teams for our clients. HDI will assign trained and experienced professional staff and certified project managers to provide oversight and day-to-day management of the TexasSure Project and work closely with TexasSure managers in delivering a successful database tracking solution. HDI will not just perform "out of the box" project management. Instead, we perform an initial project assessment to determine the best project management processes and then customize our project templates to fit the specific needs of the TexasSure Project. Our typical project life cycle phases and activities might include:

| Project Lifecycle Phase | HDI Project Management Activity | Process |
|---|---|---|
| **Initiation** | Identify high-level requirements | Review RFP, SOW, client interviews to outline key business and functional requirements |
| | Define project scope | Review scope with client, develop and agree on HDI change control process for managing scope |
| | Assign project team | Assign PM, development team members; review project requirements and outline approach for managing project and implementing solution |
| | Determine project approach | Determine which PM templates are applicable; decide on testing methodology (i.e., waterfall, iterative, etc.) and PM processes |
| | Establish project repository | Retain records of project activity in the system repository |
| **Planning** | Collect and validate requirements | Create Requirements Document as |

| Project Lifecycle Phase | HDI Project Management Activity | Process |
|---|---|---|
| | | applicable; capture business, functional, and technical requirements via client end user interviews, process walk throughs, etc. |
| | Draft schedule and milestones | Create project schedule, assign resources for each task, develop work breakdown structure (WBS), target initial completion date for milestones |
| | Develop Communications Plan | Plan covers when meetings will occur, key stakeholders, roles and responsibilities, key contacts, meeting minutes, issues management, and format/frequency for status reporting. This Plan is approved prior to project kick-off meeting |
| | Perform initial risk assessment | Execute HDI risk management process of identification, risk assessment and evaluation, risk response plan for high risk items |
| | Identify key deliverables | Validate acceptance criteria for each deliverable as applicable; include target date for delivery in the project schedule |
| | Create Technical Design Document (as applicable) | Outline solution architecture, back-up, failover, HW, SW needed for procurement |
| | Other project plans and processes (as applicable) | Create Quality Plan, issue management and escalation process; Training Plan, Testing Plan, Operational Plan (as applicable) |
| | Test Plan | Begin to map requirements to test cases; create test use cases |
| **Executing** | Execute project plans | Plans drafted in the Planning Phase are finalized and executed. Oversight of design and development work is managed |
| | Control of project work | HDI employs timely and detailed activity reports, status updates and schedule management. When appropriate, dashboard are used as quick metric indicators of project performance, quality (deliverable reviews), timeliness, costs, issue management, problem resolution, etc. |
| | Schedule baseline | HDI uses schedule management and variance analysis to monitor whether the project work is on schedule. This allows for quick adjustments when needed |
| | Updated risk management | Perform updated analysis to determine if any changes have occurred since earlier risk assessments |
| | Test Plan validation and creation of operational plans as applicable | Create pass criteria for each major test item and ensure all business and functional requirements are adequately addressed in test cases; systems integration testing (SIT) and peer reviews are conducted to find and correct errors prior to user acceptance testing |
| **Closure** | System acceptance testing (SAT) | Entry criteria for SAT is resolving any outstanding issues from internal testing or module testing if an iterative |

| Project Lifecycle Phase | HDI Project Management Activity | Process |
|---|---|---|
| | | approach is taken |
| | Lessons learned | PM will collect lessons learned (both good items and areas for improvement) from the project team and document these lessons for future projects |
| | Outline operational support | Conduct first live batch (FLB) if applicable to ensure first production runs are successful; outline operational support processes after development project closes |
| | Close | Close project and archive project artifacts. Conduct customer satisfaction inquiry |

HDI has many years of successful project management experience and we are aware of the more common reasons behind project failures seen across many industries. Many projects fail as a result of poor planning and unclear goals and objectives primarily due to poor requirements gathering. As a result, the HDI Project Management Methodology makes requirements gathering and definition a top priority. Our approach emphasizes teaming with our clients. We don't stop at just collecting requirements from high level managers, but seek to team up our developers with your end users and have them working together to baseline requirements. This very proactive approach produces the following benefits:

- Facilitates teamwork and better understanding of requirements before system design occurs;
- Reduces vague requirements;
- Allows strategic linkage between business requirements, functional requirements, and technical requirements;
- Allows HDI to link testing to specific requirements to reduce the opportunity of missing a key functionality during construction and testing.
- Produces increased user satisfaction

Our requirements gathering goes beyond just developing needs based upon the RFP and SOW alone; instead we conduct interviews, walk-throughs, and process mapping where needed to ensure we understand and have agreement with client needs and expectations. Often, a Requirements Document is created from our templates and is reviewed with the client to ensure requirements are accurate and baselined during the project planning stage.

We have designed our methodology to ensure that project deliverables are produced on time and on budget, and our clients are satisfied with the overall success of the products and services we deliver. Each project phase is marked by completion of targeted deliverables, activities, and work products. After measuring and analyzing project performance, improvement opportunities are surfaced and discussed. Recommendations for improvements are developed when appropriate. Our management approach stresses continuous communication and feedback, which is crucial to ensuring we meet both short-range and long-range customer needs and expectations. The resulting benefits for

TDI are greater project efficiency, more reliable adherence to schedule, decreased cost, and higher quality systems. Additionally, our proven best practices contribute to rapid program startup, while enhancing the HDI Team's ability to execute solutions that create value.

A major activity under our Project Methodology is timely and accurate status reporting. We often use a dashboard approach when communicating the project status but also can prepare detailed status reports when needed or when areas of interest or concern arise with key performance indicators from the dashboard. We have several different templates we can use depending upon client preference and the nature and complexity of the project. Any of our templates can be specifically tailored for the State's project. HDI can easily develop, capture and report on the areas desired by the State as outlined in this section of the RFP. Typically, our status reports and/or dashboards will include:

- Schedule variance percentage.
- List of upcoming project activities scheduled to begin.
- List of activities scheduled to be completed during the current week.
- List of milestones and deliverables scheduled to be completed during the current week/month.
- Budget variance.
- Key issues, risks, and with actions taken to correct them along with targeted resolution date.

We find it critically important that frequent and systematic status reporting is conducted to ensure risks and issues impacting the project get the proper management oversight and attention before adversely impacting the critical constraint areas of the project.

A project schedule is the agreed upon set of tasks and due used to guide and monitor the project to completion. The process of creating an accurate project schedule involves estimating the effort, including a work breakdown structure (WBS), and estimating the schedule.

The WBS is one of the major components of the schedule as it outlines:

- Major activities to be accomplished in the project
- The detailed tasks associated with those activities
- Dependencies and relationships between tasks and activities

The project schedule is a comprehensive calendar depicting:

- Time (duration) estimates for all tasks and activities
- Start and finish dates for the tasks and activities
- Names and resources assigned responsibility to complete the tasks and activities
- Current status of each task and activity.

This process results in a project schedule that can be tracked and monitored. The information identifies what resources are needed, when the resources are needed and for how long. It defines for sponsors and stakeholders the timeframes and dates for key project deliverables and for project completion. It sets expectations for project progress. Creating a project schedule will also provide a tool for performing critical path assessments and more effective analysis of problem areas. Without a project schedule, the project manager won't know all that must be completed, who needs to complete it, how to make effective adjustments to get things completed, nor when to expect the project to be complete.

Schedule management is a daily/weekly process of systematically monitoring the project plan to ensure key activities are started on time, accurately estimated, resources are assigned, and progress is being made in relation to projected completion dates. Determining the schedule variance weekly is a major advantage to our management approach which allows immediate feedback when project activities are delayed which may impact the overall schedule. Variance analysis serves as an effective 'trigger' to let us know if specific action needs to be taken to get an activity back on schedule or if an adjustment to the schedule and/or baseline is needed. Baselines are created at the start of the project. Actual duration and effort are tracked against this baseline estimate. Using milestones helps to identify significant project events and to help gauge if the project is on schedule.

***Issue Management***

Issue Management is a vital aspect in the successful completion of a project. The objective is to provide a process to manage situations where a problem or question cannot be immediately resolved. Anyone on the project team may identify an issue through the respective project managers, at status meetings, deliverable reviews, etc.

The HDI Project Manager will monitor compliance with the Issue Management process by evaluating the following:

- Review identified issue statements for completeness and clarity.
- Ensure the issue has been assigned for resolution/action.
- Ensure a target resolution date has been assigned.
- Documenting resolution.
- Including Issue Management as part of the normal status reporting.
- Issue resolutions determined to impact the scope, schedule, or quality of the project will go through the change management process.
- Issue resolutions or decisions are documented and communicated to all affected parties.

While a separate Issue Management Plan can be developed, often our Issue Management process is captured as a section within the Quality Assurance Plan. As part of the quality process improvement effort, HDI will normally aggregate the issues to determine trends and their resolution. This information can be effectively used to not only more quickly and efficiently resolve issues, but also develop process improvements which may prevent certain issues from occurring. Issues found during testing are tracked separately in a test issues log.

HDI will develop an escalation process with the State in determining how and when certain issues are to be escalated for higher level management involvement. Additionally, metrics may be used to track the effectiveness of issue resolution.

Issues arise in all project phases and may have tremendous negative impacts on the project if not addressed properly. While most issues will be completely resolved through the issue management process, some may progress through the Change Management process if their resolution impacts the project's charter.

The issue management process will bring visibility to issues, accountability as to how they are acted upon, and their timely resolution. Analysis of the issue will provide data and understanding for a more informed decision. Recording and reviewing issues will prevent the team from forgetting about an issue that could adversely impact the project. A project that proceeds without exercising an issue management plan is likely to experience team and client discord, scope creep and negative schedule impacts.

HDI will host issue resolution meetings if needed. These meetings will help facilitate searching for the root cause for issues and provide a means for escalating issues to upper management if needed. Issues are reviewed on a regular basis as a part of the day-to-day project management.

***Risk Management***

Risk is anything that threatens or limits the ability of a project to achieve its goal, objectives, or the production of project deliverables. Risk management is a process of thinking systematically about all possible undesirable outcomes before they happen and setting procedures that will avoid them, minimize their impact, or cope with their impact.

Project risk management involves identifying, analyzing and mitigating project risks and should be started as soon as the project begins to form. For each risk, we identify who is in charge of managing the risk and outline triggers and corresponding activities to be implemented to either prevent the risk from becoming a reality or to lessen the impact should a risk occur. The project becomes less vulnerable when the entire project team is familiar with the risk management process and can assist in continually monitoring for triggers and possible risks. If a risk becomes inevitable, it should be evaluated for inclusion in Issue or Change Management plans.

The HDI project manager will continuously review the project for emerging risks or triggers. Preventive and/or mitigation activities are performed on all high ranking risks.

Triggers and ongoing risk reviews can be included in the WBS at points where they are most likely to occur.

It is important to identify and analyze risks to determine which risks present the greatest threat to the project's successful outcome and address and treat them as early on in the project as possible. There are two basic activities in risk management;

Risk assessment (figuring out what the risks are and what to focus on)

- Making a list of all the potential dangers that will affect the project
- Assessing the probability of occurrence and potential loss of each item listed
- Ranking the items

Risk control (doing something about them)

- Coming up with techniques and strategies to mitigate the highest ordered risks
- Implementing the strategies to resolve the high order risks factors
- Monitoring the effectiveness of the strategies and the changing levels of risk throughout the project.

Operational Planning will be an important part of transitioning from the typical project lifecycle phase, to the operational support phase. HDI will develop an Operational plan to ensure requirements outlined in the RFP, have been captured and planned for as part of post-implementation. Operational planning and documentation will be coordinated with TDI for review and approval well before reaching the closure phase of the project.

HDI will identify required roles and responsibilities for the operational phase while planning for staffing levels to meet these needs. The plan will also ensure adequate facilities and other resources are in place. Goals and established standards for performance will be addressed in this and other supporting plans such as the Quality Assurance Plan.

The operational plan will describe the steps necessary to turn the project's product and services over to client. This task takes place after completing quality assurance testing and customer approval. HDI will conduct walkthoughs with all stakeholders to verify tasks are accounted for, are in their proper sequence, and assigned appropriately.

## Project Work Plan

With TDI's approval, it is HDI's intent to use the existing software/system and begin making the necessary changes requested in this RFO upon award of the contract. We will use the current change management process to gradually develop, test and deploy all the new requirements into production prior to November 1, 2011. This approach will allow us to address the new requirements with confidence over the ten month implementation timeframe. We have reviewed all the enhancements and have prioritized based on perceived importance and length of time to develop and deploy but we are willing to work with TDI and the other agencies if the prioritization needs to be changed.

This Project Work Plan is organized by section numbers and section labels that correspond to the requirements in Part II of the RFP. The plan also includes:

1. A timeline for completion of each milestone,
2. A logical sequence of tasks and deliverables,
3. A clear definition of each task and deliverable,
4. Staff loading for each deliverable,
5. A specified target completion date for each task and deliverable, including relationships and dependencies, and
6. Tasks expected to be completed by State resources.

The approximate percentage of time that Online IVS team members will be dedicated to this project is as follows:

| Staff Description used in Project Work Plan | Percentage of Time Allocated to Project |
|---|---|
| HDI Directors | 75% |
| HDI Project Managers | 100% |
| HDI Ops Manager | 85% |
| HDI Sr. Architect | 80% |
| HDI Architect | 80% |
| HDI Programmer | 75% |
| Insure-Rite Sr. Architect | 85% |
| Insure-Rite Architect | 80% |
| Insure-Rite Programmer | 75% |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 1 | **TDI VIV Project** | **215 days** | **Mon 1/3/11** | **Fri 10/28/11** | |
| 2 | **Administrative** | **1 day** | **Mon 1/3/11** | **Mon 1/3/11** | |
| 3 | Contract start | 1 day | Mon 1/3/11 | Mon 1/3/11 | HDI Director |
| 4 | Receipt of authorization to begin work | 1 day | Mon 1/3/11 | Mon 1/3/11 | HDI Director |
| 5 | Sign confidentiality and other agreements | 1 day | Mon 1/3/11 | Mon 1/3/11 | HDI Director |
| 6 | **2.1.1. How TexasSure Works** | **161 days** | **Mon 1/3/11** | **Mon 8/15/11** | |
| 7 | **Plan for commercial vehicles** | **161 days** | **Mon 1/3/11** | **Mon 8/15/11** | |
| 8 | Hold Joint Application Development Sessions | 2 days | Mon 1/3/11 | Tue 1/4/11 | HDI Ops Manager,State Resources,IR Architect |
| 9 | Complete Change Management Documentation | 1 day | Wed 1/5/11 | Wed 1/5/11 | HDI Director,HDI Ops Manager,State Resources |
| 10 | Analysis and Design | 10 days | Tue 5/3/11 | Mon 5/16/11 | IR Programmer,IR Architect |
| 11 | Development and Training | 40 days | Tue 5/17/11 | Mon 7/11/11 | IR Architect,IR Programmer |
| 12 | Conduct Internal Testing of Changes | 3 days | Tue 7/12/11 | Thu 7/14/11 | HDI Ops Manager,IR Programmer,IR Senior Programmer |
| 13 | User Acceptance Testing (UAT) of Changes | 14 days | Fri 7/15/11 | Wed 8/3/11 | State Resources |
| 14 | Finalize Change Management Documentation | 1 day | Thu 8/4/11 | Thu 8/4/11 | HDI Director,HDI Ops Manager |
| 15 | Deploy into Production | 3 days | Thu 8/4/11 | Mon 8/8/11 | HDI Ops Manager,IR Senior Programmer |
| 16 | Revise Program Documentation | 1 day | Mon 8/8/11 | Mon 8/8/11 | HDI Ops Manager |
| 17 | Final Staff Assessment | 1 day | Thu 8/4/11 | Thu 8/4/11 | HDI Ops Manager |
| 18 | Complete Post-Deployment Testing and Validation | 3 days | Thu 8/11/11 | Mon 8/15/11 | HDI Ops Manager,IR Senior Programmer |
| 19 | **Plan for Additional Users** | **55 days** | **Mon 1/31/11** | **Fri 4/15/11** | |
| 20 | Hold Joint Application Development Sessions | 2 days | Mon 1/31/11 | Tue 2/1/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 21 | Complete Change Management Documentation | 1 day | Wed 2/2/11 | Wed 2/2/11 | HDI Director,HDI Ops Manager |
| 22 | Development and Training | 5 days | Wed 3/9/11 | Tue 3/15/11 | HDI Architect,HDI Senior Architect |
| 23 | Conduct Internal Testing of Changes | 2 days | Wed 3/16/11 | Thu 3/17/11 | HDI Architect,HDI Senior Architect |
| 24 | User Acceptance Testing (UAT) of Changes | 14 days | Fri 3/18/11 | Wed 4/6/11 | State Resources |
| 25 | Finalize Change Management Documentation | 1 day | Thu 4/7/11 | Thu 4/7/11 | HDI Ops Manager,HDI Director |
| 26 | Deploy into Production | 2 days | Fri 4/8/11 | Mon 4/11/11 | HDI Programmers,HDI Architect |
| 27 | Revise Program Documentation | 1 day | Tue 4/12/11 | Tue 4/12/11 | HDI Ops Manager |
| 28 | Final Staff Assessment | 1 day | Tue 4/12/11 | Tue 4/12/11 | HDI Ops Manager |
| 29 | Complete Post-Deployment Testing and Validation | 2 days | Thu 4/14/11 | Fri 4/15/11 | HDI Programmers,HDI Architect |
| 30 | **2.4 Service 1 – TexasSure Matching and Query Response Program** | **73 days** | **Wed 1/5/11** | **Fri 4/15/11** | |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 31 | **Ensure Synchronized Databases and Servers** | **73 days** | **Wed 1/5/11** | **Fri 4/15/11** | |
| 32 | Hold Joint Application Development Sessions | 2 days | Wed 1/5/11 | Thu 1/6/11 | HDI |
| 33 | Complete Change Management Documentation | 2 days | Fri 1/7/11 | Mon 1/10/11 | HDI Director,HDI Ops Manager,State Resources |
| 34 | Development and Training | 5 days | Thu 3/24/11 | Wed 3/30/11 | HDI Architect,HDI Senior Architect |
| 35 | Conduct Internal Testing of Changes | 3 days | Thu 3/31/11 | Mon 4/4/11 | HDI Architect,HDI Senior Architect |
| 36 | User Acceptance Testing (UAT) of Changes | 3 days | Tue 4/5/11 | Thu 4/7/11 | State Resources |
| 37 | Finalize Change Management Documentation | 1 day | Fri 4/8/11 | Fri 4/8/11 | HDI Director,HDI Ops Manager |
| 38 | Deploy into Production | 3 days | Mon 4/11/11 | Wed 4/13/11 | HDI Architect,HDI Senior Architect |
| 39 | Revise Program Documentation | 1 day | Mon 4/11/11 | Mon 4/11/11 | HDI Ops Manager |
| 40 | Final Staff Assessment | 1 day | Mon 4/11/11 | Mon 4/11/11 | HDI Ops Manager |
| 41 | Complete Post-Deployment Testing and Validation | 2 days | Thu 4/14/11 | Fri 4/15/11 | HDI Architect,HDI Senior Architect |
| 42 | **2.4.1 Data** | **33 days** | **Thu 1/6/11** | **Mon 2/21/11** | |
| 43 | **Change registration expiration to 6 months** | **33 days** | **Thu 1/6/11** | **Mon 2/21/11** | |
| 44 | Hold Joint Application Development Sessions | 2 days | Thu 1/6/11 | Fri 1/7/11 | HDI Ops Manager,State Resources,HDI Senior Architect |
| 45 | Complete Change Management Documentation | 1 day | Mon 1/10/11 | Mon 1/10/11 | HDI Director,HDI Ops Manager,State Resources |
| 46 | Development and Training | 5 days | Wed 1/12/11 | Tue 1/18/11 | HDI Architect,HDI Senior Architect |
| 47 | Conduct Internal Testing of Changes | 3 days | Wed 1/19/11 | Fri 1/21/11 | HDI Architect,HDI Senior Architect |
| 48 | User Acceptance Testing (UAT) of Changes | 14 days | Mon 1/24/11 | Thu 2/10/11 | HDI Architect,HDI Senior Architect |
| 49 | Finalize Change Management Documentation | 1 day | Fri 2/11/11 | Fri 2/11/11 | HDI Director,HDI Ops Manager,State Resources |
| 50 | Deploy into Production | 3 days | Fri 2/11/11 | Tue 2/15/11 | HDI Architect,HDI Senior Architect |
| 51 | Revise Program Documentation | 1 day | Fri 2/11/11 | Fri 2/11/11 | HDI Ops Manager |
| 52 | Final Staff Assessment | 1 day | Mon 2/14/11 | Mon 2/14/11 | HDI Ops Manager |
| 53 | Complete Post-Deployment Testing and Validation | 1 day | Mon 2/21/11 | Mon 2/21/11 | HDI Architect,HDI Senior Architect |
| 54 | **2.4.2 Database Matching - Vehicles** | **151 days** | **Fri 1/7/11** | **Fri 8/5/11** | |
| 55 | **Identify Strong/Medium/Weak Matches** | **60 days** | **Fri 1/7/11** | **Thu 3/31/11** | |
| 56 | Hold Joint Application Development Sessions | 2 days | Fri 1/7/11 | Mon 1/10/11 | HDI Ops Manager,State Resources,IR Architect |
| 57 | Complete Change Management Documentation | 1 day | Tue 1/11/11 | Tue 1/11/11 | HDI Director,HDI Ops Manager,State Resources |
| 58 | Analysis and Design | 20 days | Thu 1/20/11 | Wed 2/16/11 | IR Architect,IR Programmer |
| 59 | Development and Training | 20 days | Thu 2/17/11 | Wed 3/16/11 | IR Programmer,IR Architect |
| 60 | Conduct Internal Testing of Changes | 3 days | Thu 3/17/11 | Mon 3/21/11 | IR Programmer,HDI Ops Manager,IR Senior Programmer |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 61 | User Acceptance Testing (UAT) of Changes | 3 days | Tue 3/22/11 | Thu 3/24/11 | State Resources |
| 62 | Finalize Change Management Documentation | 1 day | Fri 3/25/11 | Fri 3/25/11 | HDI Ops Manager,HDI Director |
| 63 | Deploy into Production | 2 days | Mon 3/28/11 | Tue 3/29/11 | IR Senior Programmer,HDI Ops Manager |
| 64 | Revise Program Documentation | 2 days | Mon 3/28/11 | Tue 3/29/11 | HDI Ops Manager |
| 65 | Final Staff Assessment | 1 day | Mon 3/28/11 | Mon 3/28/11 | HDI Ops Manager |
| 66 | Complete Post-Deployment Testing and Validation | 2 days | Wed 3/30/11 | Thu 3/31/11 | IR Senior Programmer,HDI Ops Manager |
| 67 | **Use VIN Verification Software for Unmatched VINs** | **101 days** | **Mon 1/10/11** | **Mon 5/30/11** | |
| 68 | Hold Joint Application Development Sessions | 2 days | Mon 1/10/11 | Tue 1/11/11 | HDI Ops Manager,State Resources,IR Architect |
| 69 | Complete Change Management Documentation | 1 day | Wed 1/12/11 | Wed 1/12/11 | HDI Director,HDI Ops Manager,State Resources |
| 70 | Analysis and Design | 10 days | Thu 3/17/11 | Wed 3/30/11 | IR Architect,IR Programmer |
| 71 | Development and Training | 20 days | Thu 3/31/11 | Wed 4/27/11 | IR Programmer,IR Architect |
| 72 | Conduct Internal Testing of Changes | 3 days | Thu 4/28/11 | Mon 5/2/11 | IR Programmer,HDI Ops Manager,IR Senior Programmer |
| 73 | User Acceptance Testing (UAT) of Changes | 14 days | Tue 5/3/11 | Fri 5/20/11 | State Resources |
| 74 | Finalize Change Management Documentation | 1 day | Mon 5/23/11 | Mon 5/23/11 | HDI Ops Manager,HDI Director |
| 75 | Deploy into Production | 3 days | Tue 5/24/11 | Thu 5/26/11 | IR Senior Programmer,HDI Ops Manager |
| 76 | Revise Program Documentation | 2 days | Tue 5/24/11 | Wed 5/25/11 | HDI Ops Manager |
| 77 | Final Staff Assessment | 1 day | Tue 5/24/11 | Tue 5/24/11 | HDI Ops Manager |
| 78 | Complete Post-Deployment Testing and Validation | 2 days | Fri 5/27/11 | Mon 5/30/11 | IR Senior Programmer,HDI Ops Manager |
| 79 | **Produce VIN Rejection Files** | **72 days** | **Thu 4/28/11** | **Fri 8/5/11** | |
| 80 | Hold Joint Application Development Sessions | 2 days | Thu 4/28/11 | Fri 4/29/11 | HDI Ops Manager,State Resources,IR Architect |
| 81 | Complete Change Management Documentation | 1 day | Mon 5/2/11 | Mon 5/2/11 | HDI Director,HDI Ops Manager,State Resources |
| 82 | Analysis and Design | 10 days | Thu 4/28/11 | Wed 5/11/11 | IR Architect,IR Programmer |
| 83 | Development and Training | 40 days | Thu 5/12/11 | Wed 7/6/11 | IR Programmer,IR Architect |
| 84 | Conduct Internal Testing of Changes | 3 days | Thu 7/7/11 | Mon 7/11/11 | IR Programmer,HDI Ops Manager,IR Senior Programmer |
| 85 | User Acceptance Testing (UAT) of Changes | 14 days | Tue 7/12/11 | Fri 7/29/11 | State Resources |
| 86 | Finalize Change Management Documentation | 1 day | Mon 8/1/11 | Mon 8/1/11 | HDI Ops Manager,HDI Director |
| 87 | Deploy into Production | 2 days | Tue 8/2/11 | Wed 8/3/11 | IR Senior Programmer,HDI Ops Manager |
| 88 | Revise Program Documentation | 1 day | Tue 8/2/11 | Tue 8/2/11 | HDI Ops Manager |
| 89 | Final Staff Assessment | 1 day | Tue 8/2/11 | Tue 8/2/11 | HDI Ops Manager |
| 90 | Complete Post-Deployment Testing and Validation | 2 days | Thu 8/4/11 | Fri 8/5/11 | IR Senior Programmer,HDI Ops Manager |
| 91 | **2.4.3 Database Matching – Driver Licenses** | **89 days** | **Fri 4/8/11** | **Wed 8/10/11** | |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 92 | **Use Matching Algorithm for Driver Licenses** | **89 days** | **Fri 4/8/11** | **Wed 8/10/11** | |
| 93 | Hold Joint Application Development Sessions | 1 day | Fri 4/8/11 | Fri 4/8/11 | HDI Ops Manager,State Resources,IR Architect |
| 94 | Complete Change Management Documentation | 1 day | Mon 4/11/11 | Mon 4/11/11 | HDI Director,HDI Ops Manager,State Resources |
| 95 | Analysis and Design | 20 days | Wed 4/20/11 | Tue 5/17/11 | IR Architect,IR Programmer |
| 96 | Development and Training | 40 days | Wed 5/18/11 | Tue 7/12/11 | IR Programmer,IR Architect |
| 97 | Conduct Internal Testing of Changes | 3 days | Wed 7/13/11 | Fri 7/15/11 | IR Programmer,HDI Ops Manager,IR Senior Programmer |
| 98 | User Acceptance Testing (UAT) of Changes | 14 days | Mon 7/18/11 | Thu 8/4/11 | State Resources |
| 99 | Finalize Change Management Documentation | 1 day | Fri 8/5/11 | Fri 8/5/11 | HDI Ops Manager,HDI Director |
| 100 | Deploy into Production | 2 days | Fri 8/5/11 | Mon 8/8/11 | IR Senior Programmer,HDI Ops Manager |
| 101 | Revise Program Documentation | 1 day | Mon 8/8/11 | Mon 8/8/11 | HDI Ops Manager |
| 102 | Final Staff Assessment | 1 day | Mon 8/8/11 | Mon 8/8/11 | HDI Ops Manager |
| 103 | Complete Post-Deployment Testing and Validation | 2 days | Tue 8/9/11 | Wed 8/10/11 | IR Senior Programmer,HDI Ops Manager |
| 104 | **Produce Driver License Rejection Files for Duplicated/Invalid DLNs** | **78 days** | **Mon 4/11/11** | **Wed 7/27/11** | |
| 105 | Hold Joint Application Development Sessions | 2 days | Mon 4/11/11 | Tue 4/12/11 | HDI Ops Manager,State Resources,IR Architect |
| 106 | Complete Change Management Documentation | 1 day | Wed 4/13/11 | Wed 4/13/11 | HDI Director,HDI Ops Manager,State Resources |
| 107 | Analysis and Design | 10 days | Wed 5/18/11 | Tue 5/31/11 | IR Architect,IR Programmer |
| 108 | Development and Training | 20 days | Wed 6/1/11 | Tue 6/28/11 | IR Programmer,IR Architect |
| 109 | Conduct Internal Testing of Changes | 3 days | Wed 6/29/11 | Fri 7/1/11 | IR Programmer,HDI Ops Manager,IR Senior Programmer |
| 110 | User Acceptance Testing (UAT) of Changes | 14 days | Mon 7/4/11 | Thu 7/21/11 | State Resources |
| 111 | Finalize Change Management Documentation | 1 day | Fri 7/22/11 | Fri 7/22/11 | HDI Ops Manager,HDI Director |
| 112 | Deploy into Production | 2 days | Mon 7/25/11 | Tue 7/26/11 | IR Senior Programmer,HDI Ops Manager |
| 113 | Revise Program Documentation | 1 day | Mon 7/25/11 | Mon 7/25/11 | HDI Ops Manager |
| 114 | Final Staff Assessment | 1 day | Mon 7/25/11 | Mon 7/25/11 | HDI Ops Manager |
| 115 | Complete Post-Deployment Testing and Validation | 1 day | Wed 7/27/11 | Wed 7/27/11 | IR Senior Programmer,HDI Ops Manager |
| 116 | **2.4.4 Query Response Process** | **174 days** | **Mon 1/3/11** | **Thu 9/1/11** | |
| 117 | **2.4.4.1 Standard Query Response Process** | **57 days** | **Thu 1/13/11** | **Fri 4/1/11** | |
| 118 | **Revise Query Process** | **57 days** | **Thu 1/13/11** | **Fri 4/1/11** | |
| 119 | Hold Joint Application Development Sessions | 2 days | Thu 1/13/11 | Fri 1/14/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 120 | Complete Change Management Documentation | 2 days | Mon 1/17/11 | Tue 1/18/11 | HDI Director,HDI Ops Manager,State Resources |
| 121 | Devolpment and Training | 5 days | Mon 2/21/11 | Fri 2/25/11 | HDI Architect,HDI Senior Architect |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 122 | Conduct Internal Testing of Changes | 3 days | Mon 2/28/11 | Wed 3/2/11 | HDI Architect,HDI Senior Architect |
| 123 | User Acceptance Testing (UAT) of Changes | 14 days | Thu 3/3/11 | Tue 3/22/11 | State Resources |
| 124 | Finalize Change Management Documentation | 1 day | Wed 3/23/11 | Wed 3/23/11 | HDI Ops Manager,HDI Director |
| 125 | Deploy into Production | 3 days | Thu 3/24/11 | Mon 3/28/11 | HDI Architect,HDI Senior Architect |
| 126 | Revise Program Documentation | 1 day | Tue 3/29/11 | Tue 3/29/11 | HDI Ops Manager |
| 127 | Final Staff Assessment | 1 day | Wed 3/30/11 | Wed 3/30/11 | HDI Ops Manager |
| 128 | Complete Post-Deployment Testing and Validation | 2 days | Thu 3/31/11 | Fri 4/1/11 | HDI Architect,HDI Senior Architect |
| 129 | **2.4.4.2 Non-Standard Query Response/TDI** | **99 days** | **Fri 1/14/11** | **Wed 6/1/11** | |
| 130 | **Display Last Three Record Changes and S/M/W Levels for Admin Queries** | **77 days** | **Fri 1/14/11** | **Mon 5/2/11** | |
| 131 | Hold Joint Application Development Sessions | 1 day | Fri 1/14/11 | Fri 1/14/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 132 | Complete Change Management Documentation | 1 day | Mon 1/17/11 | Mon 1/17/11 | HDI Director,HDI Ops Manager,State Resources |
| 133 | Devolpment and Training | 6 days | Tue 3/22/11 | Tue 3/29/11 | HDI Architect,HDI Senior Architect |
| 134 | Conduct Internal Testing of Changes | 4 days | Wed 3/30/11 | Mon 4/4/11 | HDI Architect,HDI Senior Architect |
| 135 | User Acceptance Testing (UAT) of Changes | 14 days | Tue 4/5/11 | Fri 4/22/11 | State Resources |
| 136 | Finalize Change Management Documentation | 2 days | Mon 4/25/11 | Tue 4/26/11 | HDI Ops Manager,HDI Director |
| 137 | Deploy into Production | 1 day | Wed 4/27/11 | Wed 4/27/11 | HDI Architect,HDI Senior Architect |
| 138 | Revise Program Documentation | 1 day | Wed 4/27/11 | Wed 4/27/11 | HDI Ops Manager |
| 139 | Final Staff Assessment | 1 day | Wed 4/27/11 | Wed 4/27/11 | HDI Ops Manager |
| 140 | Complete Post-Deployment Testing and Validation | 1 day | Mon 5/2/11 | Mon 5/2/11 | HDI Architect,HDI Senior Architect |
| 141 | **Allow Admin Queries by Insurer Name and Policy Number** | **98 days** | **Mon 1/17/11** | **Wed 6/1/11** | |
| 142 | Hold Joint Application Development Sessions | 1 day | Mon 1/17/11 | Mon 1/17/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 143 | Complete Change Management Documentation | 1 day | Tue 1/18/11 | Tue 1/18/11 | HDI Director,HDI Ops Manager,State Resources |
| 144 | Devolpment and Training | 6 days | Wed 4/20/11 | Wed 4/27/11 | HDI Architect,HDI Senior Architect |
| 145 | Conduct Internal Testing of Changes | 4 days | Thu 4/28/11 | Tue 5/3/11 | HDI Architect,HDI Senior Architect |
| 146 | User Acceptance Testing (UAT) of Changes | 14 days | Wed 5/4/11 | Mon 5/23/11 | State Resources |
| 147 | Finalize Change Management Documentation | 2 days | Tue 5/24/11 | Wed 5/25/11 | HDI Ops Manager,HDI Director |
| 148 | Deploy into Production | 1 day | Thu 5/26/11 | Thu 5/26/11 | HDI Architect,HDI Senior Architect |
| 149 | Revise Program Documentation | 1 day | Thu 5/26/11 | Thu 5/26/11 | HDI Ops Manager |
| 150 | Final Staff Assessment | 1 day | Thu 5/26/11 | Thu 5/26/11 | HDI Ops Manager |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 151 | Complete Post-Deployment Testing and Validation | 1 day | Wed 6/1/11 | Wed 6/1/11 | HDI Architect,HDI Senior Architect |
| 152 | **Query by Document Number** | **75 days** | **Tue 1/18/11** | **Mon 5/2/11** | |
| 153 | Hold Joint Application Development Sessions | 1 day | Tue 1/18/11 | Tue 1/18/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 154 | Complete Change Management Documentation | 1 day | Wed 1/19/11 | Wed 1/19/11 | HDI Director,HDI Ops Manager,State Resources |
| 155 | Devolpment and Training | 5 days | Tue 3/22/11 | Mon 3/28/11 | HDI Architect,HDI Senior Architect |
| 156 | Conduct Internal Testing of Changes | 4 days | Tue 3/29/11 | Fri 4/1/11 | HDI Architect,HDI Senior Architect |
| 157 | User Acceptance Testing (UAT) of Changes | 14 days | Mon 4/4/11 | Thu 4/21/11 | State Resources |
| 158 | Finalize Change Management Documentation | 1 day | Fri 4/22/11 | Fri 4/22/11 | HDI Ops Manager,HDI Director |
| 159 | Deploy into Production | 1 day | Mon 4/25/11 | Mon 4/25/11 | HDI Architect,HDI Senior Architect |
| 160 | Revise Program Documentation | 1 day | Mon 4/25/11 | Mon 4/25/11 | HDI Ops Manager |
| 161 | Final Staff Assessment | 1 day | Mon 4/25/11 | Mon 4/25/11 | HDI Ops Manager |
| 162 | Complete Post-Deployment Testing and Validation | 1 day | Mon 5/2/11 | Mon 5/2/11 | HDI Architect,HDI Senior Architect |
| 163 | **2.4.5 Ongoing Verification Process** | **162 days** | **Wed 1/19/11** | **Thu 9/1/11** | |
| 164 | **Use Web Services in OVP Process** | **24 days** | **Mon 8/1/11** | **Thu 9/1/11** | |
| 165 | Hold Joint Application Development Sessions | 1 day | Mon 8/1/11 | Mon 8/1/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 166 | Complete Change Management Documentation | 1 day | Tue 8/2/11 | Tue 8/2/11 | HDI Director,HDI Ops Manager,State Resources |
| 167 | Devolpment and Training | 5 days | Wed 8/3/11 | Tue 8/9/11 | HDI Architect,HDI Senior Architect |
| 168 | Conduct Internal Testing of Changes | 2 days | Wed 8/10/11 | Thu 8/11/11 | HDI Architect,HDI Senior Architect |
| 169 | User Acceptance Testing (UAT) of Changes | 5 days | Fri 8/12/11 | Thu 8/18/11 | State Resources |
| 170 | Finalize Change Management Documentation | 1 day | Fri 8/19/11 | Fri 8/19/11 | HDI Ops Manager,HDI Director |
| 171 | Deploy into Production | 1 day | Mon 8/22/11 | Mon 8/22/11 | HDI Architect,HDI Senior Architect |
| 172 | Revise Program Documentation | 1 day | Mon 8/22/11 | Mon 8/22/11 | HDI Ops Manager |
| 173 | Final Staff Assessment | 1 day | Mon 8/22/11 | Mon 8/22/11 | HDI Ops Manager |
| 174 | Complete Post-Deployment Testing and Validation | 1 day | Thu 9/1/11 | Thu 9/1/11 | HDI Architect,HDI Senior Architect |
| 175 | **Produce Weekly Uninsured Lists** | **30 days** | **Wed 1/19/11** | **Tue 3/1/11** | |
| 176 | Hold Joint Application Development Sessions | 1 day | Wed 1/19/11 | Wed 1/19/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 177 | Complete Change Management Documentation | 1 day | Thu 1/20/11 | Thu 1/20/11 | HDI Director,HDI Ops Manager,State Resources |
| 178 | Devolpment and Training | 5 days | Wed 1/26/11 | Tue 2/1/11 | HDI Architect,HDI Senior Architect |
| 179 | Conduct Internal Testing of Changes | 2 days | Wed 2/2/11 | Thu 2/3/11 | HDI Architect,HDI Senior Architect |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 180 | User Acceptance Testing (UAT) of Changes | 14 days | Fri 2/4/11 | Wed 2/23/11 | State Resources |
| 181 | Finalize Change Management Documentation | 1 day | Thu 2/24/11 | Thu 2/24/11 | HDI Ops Manager,HDI Director |
| 182 | Deploy into Production | 1 day | Thu 2/24/11 | Thu 2/24/11 | HDI Architect,HDI Senior Architect |
| 183 | Revise Program Documentation | 1 day | Fri 2/25/11 | Fri 2/25/11 | HDI Ops Manager |
| 184 | Final Staff Assessment | 1 day | Mon 2/28/11 | Mon 2/28/11 | HDI Ops Manager |
| 185 | Complete Post-Deployment Testing and Validation | 1 day | Tue 3/1/11 | Tue 3/1/11 | HDI Architect,HDI Senior Architect |
| 186 | **2.4.8 Documentation Deliverables** | **19 days** | **Mon 1/3/11** | **Thu 1/27/11** | |
| 187 | Develop Project Management Plan | 1 day | Mon 1/3/11 | Mon 1/3/11 | HDI PM,HDI Director,HDI Ops Manager |
| 188 | Revise Project Work Plan | 4 days | Mon 1/3/11 | Thu 1/6/11 | HDI Ops Manager,HDI PM |
| 189 | Revise Change Management Plan | 1 day | Mon 1/3/11 | Mon 1/3/11 | HDI Director,HDI Ops Manager,HDI PM,State Resources |
| 190 | **Develop Quality Management Plan** | **19 days** | **Mon 1/3/11** | **Thu 1/27/11** | |
| 191 | Hold Joint Application Development Sessions | 1 day | Mon 1/3/11 | Mon 1/3/11 | HDI Ops Manager,HDI PM,State Resources |
| 192 | Validate Project Metrics, Reporting Format, Procedures, etc. | 2 days | Tue 1/4/11 | Wed 1/5/11 | HDI Ops Manager,HDI PM,State Resources |
| 193 | Perform Work Product Review | 2 days | Thu 1/6/11 | Fri 1/7/11 | HDI Architect,HDI Ops Manager,HDI PM |
| 194 | Complete Draft and Submit to TDI for Review | 2 days | Mon 1/10/11 | Tue 1/11/11 | HDI Ops Manager,HDI PM |
| 195 | TDI Review and Approve | 10 days | Wed 1/12/11 | Tue 1/25/11 | State Resources |
| 196 | Finalize Documentation | 2 days | Wed 1/26/11 | Thu 1/27/11 | HDI Ops Manager,HDI PM |
| 197 | **2.5 Service 2 – Web Services** | **133 days** | **Tue 3/1/11** | **Thu 9/1/11** | |
| 198 | **2.5.1 Integrate with Database Program** | **110 days** | **Tue 3/1/11** | **Mon 8/1/11** | |
| 199 | Hold Joint Application Development Sessions | 1 day | Tue 3/1/11 | Tue 3/1/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 200 | Complete Change Management Documentation | 1 day | Wed 3/2/11 | Wed 3/2/11 | HDI Director,HDI Ops Manager,State Resources |
| 201 | Devolpment and Training | 5 days | Wed 6/15/11 | Tue 6/21/11 | HDI Architect,HDI Senior Architect |
| 202 | Conduct Internal Testing of Changes | 2 days | Wed 6/22/11 | Thu 6/23/11 | HDI Architect,HDI Senior Architect |
| 203 | User Acceptance Testing (UAT) of Changes | 22 days | Fri 6/24/11 | Mon 7/25/11 | State Resources |
| 204 | Finalize Change Management Documentation | 1 day | Tue 7/26/11 | Tue 7/26/11 | HDI Director,HDI Ops Manager |
| 205 | Deploy into Production | 1 day | Wed 7/27/11 | Wed 7/27/11 | HDI Architect,HDI Senior Architect |
| 206 | Revise Program Documentation | 1 day | Wed 7/27/11 | Wed 7/27/11 | HDI Ops Manager |
| 207 | Final Staff Assessment | 1 day | Wed 7/27/11 | Wed 7/27/11 | HDI Ops Manager |
| 208 | Complete Post-Deployment Testing and Validation | 1 day | Mon 8/1/11 | Mon 8/1/11 | HDI Architect,HDI Senior Architect |
| 209 | **2.5.2 Module for Company Use** | **81 days** | **Wed 3/2/11** | **Wed 6/22/11** | |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 210 | **Develop Matching Module for Insurers' Internal Use** | **81 days** | **Wed 3/2/11** | **Wed 6/22/11** | |
| 211 | Hold Joint Application Development Sessions | 1 day | Wed 3/2/11 | Wed 3/2/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 212 | Complete Change Management Documentation | 1 day | Thu 3/3/11 | Thu 3/3/11 | HDI Director,HDI Ops Manager,State Resources |
| 213 | Analysis and Design | 20 days | Fri 3/4/11 | Thu 3/31/11 | IR Architect,IR Programmer |
| 214 | Development and Training | 40 days | Fri 4/1/11 | Thu 5/26/11 | IR Programmer,IR Architect |
| 215 | Conduct Internal Testing of Changes | 2 days | Fri 5/27/11 | Mon 5/30/11 | HDI Ops Manager,IR Programmer,IR Senior Programmer |
| 216 | User Acceptance Testing (UAT) of Changes | 14 days | Tue 5/31/11 | Fri 6/17/11 | State Resources |
| 217 | Finalize Change Management Documentation | 1 day | Mon 6/20/11 | Mon 6/20/11 | HDI Director,HDI Ops Manager |
| 218 | Deploy into Production | 1 day | Tue 6/21/11 | Tue 6/21/11 | HDI Ops Manager,IR Senior Programmer |
| 219 | Revise Program Documentation | 1 day | Tue 6/21/11 | Tue 6/21/11 | HDI Ops Manager |
| 220 | Final Staff Assessment | 1 day | Tue 6/21/11 | Tue 6/21/11 | HDI Ops Manager |
| 221 | Complete Post-Deployment Testing and Validation | 1 day | Wed 6/22/11 | Wed 6/22/11 | HDI Ops Manager,IR Senior Programmer |
| 222 | **2.5.3 Performance Standards to Meet** | **18 days** | **Fri 6/10/11** | **Tue 7/5/11** | |
| 223 | **Revise Performance Standards and Quality Plan** | **18 days** | **Fri 6/10/11** | **Tue 7/5/11** | |
| 224 | Complete Draft and Submit to TDI for Review | 4 days | Fri 6/10/11 | Wed 6/15/11 | HDI Ops Manager,HDI PM |
| 225 | TDI Review and Approve | 10 days | Thu 6/16/11 | Wed 6/29/11 | State Resources |
| 226 | Finalize Documentation | 4 days | Thu 6/30/11 | Tue 7/5/11 | HDI Ops Manager,HDI PM |
| 227 | **2.5.4 Report Production** | **24 days** | **Mon 8/1/11** | **Thu 9/1/11** | |
| 228 | **Develop and/or Revise Program Reports** | **24 days** | **Mon 8/1/11** | **Thu 9/1/11** | |
| 229 | Hold Joint Application Development Sessions | 1 day | Mon 8/1/11 | Mon 8/1/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 230 | Complete Change Management Documentation | 1 day | Tue 8/2/11 | Tue 8/2/11 | HDI Director,HDI Ops Manager,State Resources |
| 231 | Devolpment and Training | 5 days | Wed 8/10/11 | Tue 8/16/11 | HDI Architect,HDI Senior Architect |
| 232 | Conduct Internal Testing of Changes | 2 days | Wed 8/17/11 | Thu 8/18/11 | HDI Architect,HDI Senior Architect |
| 233 | User Acceptance Testing (UAT) of Changes | 5 days | Fri 8/19/11 | Thu 8/25/11 | Stat e Resources |
| 234 | Finalize Change Management Documentation | 1 day | Fri 8/26/11 | Fri 8/26/11 | HDI Ops Manager,HDI Director |
| 235 | Deploy into Production | 1 day | Mon 8/29/11 | Mon 8/29/11 | HDI Architect,HDI Senior Architect |
| 236 | Revise Program Documentation | 1 day | Mon 8/29/11 | Mon 8/29/11 | HDI Ops Manager |
| 237 | Final Staff Assessment | 1 day | Mon 8/29/11 | Mon 8/29/11 | HDI Ops Manager |
| 238 | Complete Post-Deployment Testing and Validation | 1 day | Thu 9/1/11 | Thu 9/1/11 | HDI Architect,HDI Senior Architect |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 239 | **2.5.6 Documentation Deliverables** | **21 days** | **Mon 6/13/11** | **Mon 7/11/11** | |
| 240 | **Revise documentation deliverables as applicable** | **21 days** | **Mon 6/13/11** | **Mon 7/11/11** | |
| 241 | Perform Work Product Review | 5 days | Mon 6/13/11 | Fri 6/17/11 | HDI Director,HDI Ops Manager |
| 242 | Complete Draft and Submit to TDI for Review | 2 days | Mon 6/20/11 | Tue 6/21/11 | HDI Director,HDI Ops Manager |
| 243 | TDI Review and Approve | 10 days | Wed 6/22/11 | Tue 7/5/11 | State Resources |
| 244 | Finalize Documentation | 4 days | Wed 7/6/11 | Mon 7/11/11 | HDI Director,HDI Ops Manager |
| 245 | **2.6 Service 3 – Customer Notices and Call Center** | **122 days** | **Thu 1/13/11** | **Fri 7/1/11** | |
| 246 | **2.6.1 Customer Notices** | **60 days** | **Mon 1/24/11** | **Fri 4/15/11** | |
| 247 | **2.6.1.1 Unmatched Notice** | **50 days** | **Mon 1/24/11** | **Fri 4/1/11** | |
| 248 | **Use Grayscale in Notices, Allow Changes at No Cost and reworking Unmatched Notices** | **50 days** | **Mon 1/24/11** | **Fri 4/1/11** | |
| 249 | Hold Joint Application Development Sessions | 1 day | Mon 1/24/11 | Mon 1/24/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 250 | Complete Change Management Documentation | 3 days | Tue 1/25/11 | Thu 1/27/11 | HDI Director,HDI Ops Manager,State Resources |
| 251 | Devolpment and Training | 10 days | Thu 2/10/11 | Wed 2/23/11 | HDI Architect,HDI Senior Architect |
| 252 | Conduct Internal Testing of Changes | 2 days | Thu 2/24/11 | Fri 2/25/11 | HDI Architect,HDI Senior Architect |
| 253 | User Acceptance Testing (UAT) of Changes | 20 days | Mon 2/28/11 | Fri 3/25/11 | State Resources |
| 254 | Finalize Change Management Documentation | 1 day | Mon 3/28/11 | Mon 3/28/11 | HDI Ops Manager,HDI Director |
| 255 | Deploy into Production | 1 day | Tue 3/29/11 | Tue 3/29/11 | HDI Architect,HDI Senior Architect |
| 256 | Revise Program Documentation | 1 day | Wed 3/30/11 | Wed 3/30/11 | HDI Ops Manager |
| 257 | Final Staff Assessment | 1 day | Thu 3/31/11 | Thu 3/31/11 | HDI Ops Manager |
| 258 | Complete Post-Deployment Testing and Validation | 1 day | Fri 4/1/11 | Fri 4/1/11 | HDI Architect,HDI Senior Architect |
| 259 | **2.6.1.2 Uninsured Notice** | **49 days** | **Tue 1/25/11** | **Fri 4/1/11** | |
| 260 | **Use Grayscale in Notices and Send Second Notices for Uninsured** | **49 days** | **Tue 1/25/11** | **Fri 4/1/11** | |
| 261 | Hold Joint Application Development Sessions | 1 day | Tue 1/25/11 | Tue 1/25/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 262 | Complete Change Management Documentation | 3 days | Wed 1/26/11 | Mon 1/31/11 | HDI Director,HDI Ops Manager,State Resources |
| 263 | Devolpment and Training | 10 days | Thu 2/10/11 | Wed 2/23/11 | HDI Architect,HDI Senior Architect |
| 264 | Conduct Internal Testing of Changes | 2 days | Thu 2/24/11 | Fri 2/25/11 | HDI Architect,HDI Senior Architect |
| 265 | User Acceptance Testing (UAT) of Changes | 20 days | Mon 2/28/11 | Fri 3/25/11 | State Resources |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 266 | Finalize Change Management Documentation | 1 day | Mon 3/28/11 | Mon 3/28/11 | HDI Ops Manager,HDI Director |
| 267 | Deploy into Production | 1 day | Tue 3/29/11 | Tue 3/29/11 | HDI Architect,HDI Senior Architect |
| 268 | Revise Program Documentation | 1 day | Wed 3/30/11 | Wed 3/30/11 | HDI Ops Manager |
| 269 | Final Staff Assessment | 1 day | Thu 3/31/11 | Thu 3/31/11 | HDI Ops Manager |
| 270 | Complete Post-Deployment Testing and Validation | 1 day | Fri 4/1/11 | Fri 4/1/11 | HDI Architect,HDI Senior Architect |
| 271 | **2.6.1.3 Mailing and Postage** | **58 days** | **Wed 1/26/11** | **Fri 4/15/11** | |
| 272 | **Establish Process for Sending International Mail** | **58 days** | **Wed 1/26/11** | **Fri 4/15/11** | |
| 273 | Hold Joint Application Development Sessions | 1 day | Wed 1/26/11 | Wed 1/26/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 274 | Complete Change Management Documentation | 1 day | Thu 1/27/11 | Thu 1/27/11 | HDI Director,HDI Ops Manager,State Resources |
| 275 | Devolpment and Training | 6 days | Thu 3/10/11 | Thu 3/17/11 | HDI Architect,HDI Senior Architect |
| 276 | Conduct Internal Testing of Changes | 2 days | Fri 3/18/11 | Mon 3/21/11 | HDI Architect,HDI Senior Architect |
| 277 | User Acceptance Testing (UAT) of Changes | 14 days | Tue 3/22/11 | Fri 4/8/11 | State Resources |
| 278 | Finalize Change Management Documentation | 1 day | Mon 4/11/11 | Mon 4/11/11 | HDI Ops Manager,HDI Director |
| 279 | Deploy into Production | 1 day | Tue 4/12/11 | Tue 4/12/11 | HDI Architect,HDI Senior Architect |
| 280 | Revise Program Documentation | 1 day | Wed 4/13/11 | Wed 4/13/11 | HDI Ops Manager |
| 281 | Final Staff Assessment | 1 day | Thu 4/14/11 | Thu 4/14/11 | HDI Ops Manager |
| 282 | Complete Post-Deployment Testing and Validation | 1 day | Fri 4/15/11 | Fri 4/15/11 | HDI Architect,HDI Senior Architect |
| 283 | **Change Priority for Submitting Notices** | **47 days** | **Thu 1/27/11** | **Fri 4/1/11** | |
| 284 | Hold Joint Application Development Sessions | 1 day | Thu 1/27/11 | Thu 1/27/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 285 | Complete Change Management Documentation | 1 day | Fri 1/28/11 | Fri 1/28/11 | HDI Director,HDI Ops Manager,State Resources |
| 286 | Devolpment and Training | 1 day | Thu 2/24/11 | Thu 2/24/11 | HDI Architect,HDI Senior Architect |
| 287 | Conduct Internal Testing of Changes | 1 day | Fri 2/25/11 | Fri 2/25/11 | HDI Architect,HDI Senior Architect |
| 288 | User Acceptance Testing (UAT) of Changes | 20 days | Mon 2/28/11 | Fri 3/25/11 | State Resources |
| 289 | Finalize Change Management Documentation | 1 day | Mon 3/28/11 | Mon 3/28/11 | HDI Ops Manager,HDI Director |
| 290 | Deploy into Production | 1 day | Tue 3/29/11 | Tue 3/29/11 | HDI Architect,HDI Senior Architect |
| 291 | Revise Program Documentation | 1 day | Wed 3/30/11 | Wed 3/30/11 | HDI Ops Manager |
| 292 | Final Staff Assessment | 1 day | Thu 3/31/11 | Thu 3/31/11 | HDI Ops Manager |
| 293 | Complete Post-Deployment Testing and Validation | 1 day | Fri 4/1/11 | Fri 4/1/11 | HDI Architect,HDI Senior Architect |
| 294 | **2.6.2 Call Center** | **122 days** | **Thu 1/13/11** | **Fri 7/1/11** | |
| 295 | **2.6.2.1 Location, Access, and Service** | **93 days** | **Mon 1/24/11** | **Wed 6/1/11** | |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 296 | **Customer Website to Provide Record Status Following a Response** | **27 days** | **Mon 1/24/11** | **Tue 3/1/11** | |
| 297 | Hold Joint Application Development Sessions | 1 day | Mon 1/24/11 | Mon 1/24/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 298 | Complete Change Management Documentation | 1 day | Tue 1/25/11 | Tue 1/25/11 | HDI Director,HDI Ops Manager,State Resources |
| 299 | Devolpment and Training | 6 days | Wed 1/26/11 | Wed 2/2/11 | HDI Architect,HDI Senior Architect |
| 300 | Conduct Internal Testing of Changes | 2 days | Thu 2/3/11 | Fri 2/4/11 | HDI Architect,HDI Senior Architect |
| 301 | User Acceptance Testing (UAT) of Changes | 14 days | Mon 2/7/11 | Thu 2/24/11 | State Resources |
| 302 | Finalize Change Management Documentation | 1 day | Thu 2/24/11 | Thu 2/24/11 | HDI Ops Manager,HDI Director |
| 303 | Deploy into Production | 1 day | Fri 2/25/11 | Fri 2/25/11 | HDI Architect,HDI Senior Architect |
| 304 | Revise Program Documentation | 1 day | Mon 2/28/11 | Mon 2/28/11 | HDI Ops Manager |
| 305 | Final Staff Assessment | 1 day | Fri 2/25/11 | Fri 2/25/11 | HDI Ops Manager |
| 306 | Complete Post-Deployment Testing and Validation | 1 day | Tue 3/1/11 | Tue 3/1/11 | HDI Architect,HDI Senior Architect |
| 307 | **Rework CSR Screens to Match using Uninsured List, Unmatched List, TxDMV data, and Director** | **86 days** | **Wed 2/2/11** | **Wed 6/1/11** | |
| 308 | Hold Joint Application Development Sessions | 1 day | Wed 2/2/11 | Wed 2/2/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 309 | Complete Change Management Documentation | 1 day | Thu 2/3/11 | Thu 2/3/11 | HDI Director,HDI Ops Manager,State Resources |
| 310 | Devolpment and Training | 6 days | Mon 4/25/11 | Mon 5/2/11 | HDI Architect,HDI Senior Architect |
| 311 | Conduct Internal Testing of Changes | 2 days | Tue 5/3/11 | Wed 5/4/11 | HDI Architect,HDI Senior Architect |
| 312 | User Acceptance Testing (UAT) of Changes | 14 days | Thu 5/5/11 | Tue 5/24/11 | State Resources |
| 313 | Finalize Change Management Documentation | 1 day | Wed 5/25/11 | Wed 5/25/11 | HDI Ops Manager,HDI Director |
| 314 | Deploy into Production | 1 day | Thu 5/26/11 | Thu 5/26/11 | HDI Architect,HDI Senior Architect |
| 315 | Revise Program Documentation | 1 day | Fri 5/27/11 | Fri 5/27/11 | HDI Ops Manager |
| 316 | Final Staff Assessment | 1 day | Tue 5/31/11 | Tue 5/31/11 | HDI Ops Manager |
| 317 | Complete Post-Deployment Testing and Validation | 1 day | Wed 6/1/11 | Wed 6/1/11 | HDI Architect,HDI Senior Architect |
| 318 | **IVR to Accommodate Record Status Following a Response** | **27 days** | **Mon 1/24/11** | **Tue 3/1/11** | |
| 319 | Hold Joint Application Development Sessions | 1 day | Mon 1/24/11 | Mon 1/24/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 320 | Complete Change Management Documentation | 1 day | Tue 1/25/11 | Tue 1/25/11 | HDI Director,HDI Ops Manager,State Resources |
| 321 | Devolpment and Training | 6 days | Tue 1/25/11 | Tue 2/1/11 | HDI Architect,HDI Senior Architect |
| 322 | Conduct Internal Testing of Changes | 2 days | Wed 2/2/11 | Thu 2/3/11 | HDI Architect,HDI Senior Architect |
| 323 | User Acceptance Testing (UAT) of Changes | 14 days | Fri 2/4/11 | Wed 2/23/11 | State Resources |
| 324 | Finalize Change Management Documentation | 1 day | Thu 2/24/11 | Thu 2/24/11 | HDI Ops Manager,HDI Director |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 325 | Deploy into Production | 1 day | Fri 2/25/11 | Fri 2/25/11 | HDI Architect,HDI Senior Architect |
| 326 | Revise Program Documentation | 1 day | Mon 2/28/11 | Mon 2/28/11 | HDI Ops Manager |
| 327 | Final Staff Assessment | 1 day | Mon 2/28/11 | Mon 2/28/11 | HDI Ops Manager |
| 328 | Complete Post-Deployment Testing and Validation | 1 day | Tue 3/1/11 | Tue 3/1/11 | HDI Architect,HDI Senior Architect |
| 329 | **Allow Remote Access into CSR System by TDI Staff** | **72 days** | **Fri 2/4/11** | **Mon 5/16/11** | |
| 330 | Hold Joint Application Development Sessions | 1 day | Fri 2/4/11 | Fri 2/4/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 331 | Complete Change Management Documentation | 0 days | Mon 2/7/11 | Mon 2/7/11 | HDI Director,HDI Ops Manager,State Resources |
| 332 | Devolpment and Training | 1 day | Mon 4/18/11 | Mon 4/18/11 | HDI Architect,HDI Senior Architect |
| 333 | Conduct Internal Testing of Changes | 1 day | Tue 4/19/11 | Tue 4/19/11 | HDI Architect,HDI Senior Architect |
| 334 | User Acceptance Testing (UAT) of Changes | 14 days | Wed 4/20/11 | Mon 5/9/11 | State Resources |
| 335 | Finalize Change Management Documentation | 0 days | Tue 5/10/11 | Tue 5/10/11 | HDI Ops Manager,HDI Director |
| 336 | Deploy into Production | 1 day | Wed 5/11/11 | Wed 5/11/11 | HDI Architect,HDI Senior Architect |
| 337 | Revise Program Documentation | 0 days | Thu 5/12/11 | Thu 5/12/11 | HDI Ops Manager |
| 338 | Final Staff Assessment | 1 day | Fri 5/13/11 | Fri 5/13/11 | HDI Ops Manager |
| 339 | Complete Post-Deployment Testing and Validation | 1 day | Mon 5/16/11 | Mon 5/16/11 | HDI Architect,HDI Senior Architect |
| 340 | **2.6.2.2 Processing Consumer Responses** | **93 days** | **Mon 2/7/11** | **Wed 6/15/11** | |
| 341 | **Change Definition of Closed Call Center Transactions** | **93 days** | **Mon 2/7/11** | **Wed 6/15/11** | |
| 342 | Hold Joint Application Development Sessions | 1 day | Mon 2/7/11 | Mon 2/7/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 343 | Complete Change Management Documentation | 1 day | Tue 2/8/11 | Tue 2/8/11 | HDI Director,HDI Ops Manager,State Resources |
| 344 | Devolpment and Training | 2 days | Tue 5/17/11 | Wed 5/18/11 | HDI Architect,HDI Senior Architect |
| 345 | Conduct Internal Testing of Changes | 2 days | Thu 5/19/11 | Fri 5/20/11 | HDI Architect,HDI Senior Architect |
| 346 | User Acceptance Testing (UAT) of Changes | 14 days | Mon 5/23/11 | Thu 6/9/11 | State Resources |
| 347 | Finalize Change Management Documentation | 1 day | Fri 6/10/11 | Fri 6/10/11 | HDI Ops Manager,HDI Director |
| 348 | Deploy into Production | 1 day | Mon 6/13/11 | Mon 6/13/11 | HDI Architect,HDI Senior Architect |
| 349 | Revise Program Documentation | 1 day | Mon 6/13/11 | Mon 6/13/11 | HDI Ops Manager |
| 350 | Final Staff Assessment | 0 days | Mon 6/13/11 | Mon 6/13/11 | HDI Ops Manager |
| 351 | Complete Post-Deployment Testing and Validation | 1 day | Wed 6/15/11 | Wed 6/15/11 | HDI Architect,HDI Senior Architect |
| 352 | **2.6.2.2.1 Unmatched Notices** | **110 days** | **Thu 1/13/11** | **Wed 6/15/11** | |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 353 | **Allow CSRs to Locate Records by Customer Name, Address, or VIN** | **92 days** | **Tue 2/8/11** | **Wed 6/15/11** | |
| 354 | Hold Joint Application Development Sessions | 1 day | Tue 2/8/11 | Tue 2/8/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 355 | Complete Change Management Documentation | 1 day | Wed 2/9/11 | Wed 2/9/11 | HDI Director,HDI Ops Manager,State Resources |
| 356 | Devolpment and Training | 10 days | Mon 4/11/11 | Fri 4/22/11 | HDI Architect,HDI Senior Architect |
| 357 | Conduct Internal Testing of Changes | 5 days | Mon 4/25/11 | Fri 4/29/11 | HDI Architect,HDI Senior Architect |
| 358 | User Acceptance Testing (UAT) of Changes | 14 days | Mon 5/2/11 | Thu 5/19/11 | State Resources |
| 359 | Finalize Change Management Documentation | 2 days | Fri 5/20/11 | Mon 5/23/11 | HDI Ops Manager,HDI Director |
| 360 | Deploy into Production | 1 day | Wed 6/8/11 | Wed 6/8/11 | HDI Architect,HDI Senior Architect |
| 361 | Revise Program Documentation | 5 days | Tue 5/24/11 | Mon 5/30/11 | HDI Ops Manager |
| 362 | Final Staff Assessment | 14 days | Mon 5/23/11 | Thu 6/9/11 | HDI Ops Manager |
| 363 | Complete Post-Deployment Testing and Validation | 1 day | Wed 6/15/11 | Wed 6/15/11 | HDI Architect,HDI Senior Architect |
| 364 | **Override False Positives and Adjust Unmatched Data Accordingly** | **44 days** | **Thu 1/13/11** | **Tue 3/15/11** | |
| 365 | Hold Joint Application Development Sessions | 1 day | Thu 1/13/11 | Thu 1/13/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 366 | Complete Change Management Documentation | 1 day | Fri 1/14/11 | Fri 1/14/11 | HDI Director,HDI Ops Manager,State Resources |
| 367 | Devolpment and Training | 10 days | Mon 1/17/11 | Fri 1/28/11 | HDI Architect,HDI Senior Architect |
| 368 | Conduct Internal Testing of Changes | 5 days | Mon 1/31/11 | Fri 2/4/11 | HDI Architect,HDI Senior Architect |
| 369 | User Acceptance Testing (UAT) of Changes | 14 days | Mon 2/7/11 | Thu 2/24/11 | State Resources |
| 370 | Finalize Change Management Documentation | 2 days | Fri 2/25/11 | Mon 2/28/11 | HDI Ops Manager,HDI Director |
| 371 | Deploy into Production | 1 day | Tue 3/1/11 | Tue 3/1/11 | HDI Architect,HDI Senior Architect |
| 372 | Revise Program Documentation | 5 days | Tue 3/1/11 | Mon 3/7/11 | HDI Ops Manager |
| 373 | Final Staff Assessment | 5 days | Tue 3/8/11 | Mon 3/14/11 | HDI Ops Manager |
| 374 | Complete Post-Deployment Testing and Validation | 1 day | Tue 3/15/11 | Tue 3/15/11 | HDI Architect,HDI Senior Architect |
| 375 | **Allow CSRs to Provide Callers with Insurer Contact Information** | **35 days** | **Mon 2/14/11** | **Fri 4/1/11** | |
| 376 | Hold Joint Application Development Sessions | 1 day | Mon 2/14/11 | Mon 2/14/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 377 | Complete Change Management Documentation | 1 day | Tue 2/15/11 | Tue 2/15/11 | HDI Director,HDI Ops Manager,State Resources |
| 378 | Devolpment and Training | 2 days | Wed 2/23/11 | Thu 2/24/11 | HDI Architect,HDI Senior Architect |
| 379 | Conduct Internal Testing of Changes | 1 day | Fri 2/25/11 | Fri 2/25/11 | HDI Architect,HDI Senior Architect |
| 380 | User Acceptance Testing (UAT) of Changes | 14 days | Mon 2/28/11 | Thu 3/17/11 | State Resources |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 381 | Finalize Change Management Documentation | 1 day | Fri 3/18/11 | Fri 3/18/11 | HDI Ops Manager,HDI Director |
| 382 | Deploy into Production | 1 day | Tue 3/29/11 | Tue 3/29/11 | HDI Architect,HDI Senior Architect |
| 383 | Revise Program Documentation | 5 days | Mon 3/21/11 | Fri 3/25/11 | HDI Ops Manager |
| 384 | Final Staff Assessment | 7 days | Mon 3/21/11 | Tue 3/29/11 | HDI Ops Manager |
| 385 | Complete Post-Deployment Testing and Validation | 1 day | Fri 4/1/11 | Fri 4/1/11 | HDI Architect,HDI Senior Architect |
| 386 | **2.6.2.2.2 Uninsured Notices** | **115 days** | **Mon 1/24/11** | **Fri 7/1/11** | |
| 387 | **Establish a Coverage Confirmation Process** | **60 days** | **Mon 1/24/11** | **Fri 4/15/11** | |
| 388 | Hold Joint Application Development Sessions | 2 days | Mon 1/24/11 | Tue 1/25/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 389 | Complete Change Management Documentation | 2 days | Wed 1/26/11 | Thu 1/27/11 | HDI Director,HDI Ops Manager,State Resources |
| 390 | Devolpment and Training | 20 days | Tue 2/1/11 | Mon 2/28/11 | HDI Architect,HDI Senior Architect |
| 391 | Conduct Internal Testing of Changes | 10 days | Tue 3/1/11 | Mon 3/14/11 | HDI Architect,HDI Senior Architect |
| 392 | User Acceptance Testing (UAT) of Changes | 14 days | Tue 3/15/11 | Fri 4/1/11 | State Resources |
| 393 | Finalize Change Management Documentation | 2 days | Mon 4/4/11 | Tue 4/5/11 | HDI Ops Manager,HDI Director |
| 394 | Deploy into Production | 4 days | Wed 4/6/11 | Mon 4/11/11 | HDI Architect,HDI Senior Architect |
| 395 | Revise Program Documentation | 5 days | Mon 3/28/11 | Fri 4/1/11 | HDI Ops Manager |
| 396 | Final Staff Assessment | 14 days | Mon 3/21/11 | Thu 4/7/11 | HDI Ops Manager |
| 397 | Complete Post-Deployment Testing and Validation | 1 day | Fri 4/15/11 | Fri 4/15/11 | HDI Architect,HDI Senior Architect |
| 398 | **Establish a Denied Confirmation Process** | **44 days** | **Tue 2/15/11** | **Fri 4/15/11** | |
| 399 | Hold Joint Application Development Sessions | 2 days | Tue 2/15/11 | Wed 2/16/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 400 | Complete Change Management Documentation | 1 day | Thu 2/17/11 | Thu 2/17/11 | HDI Director,HDI Ops Manager,State Resources |
| 401 | Devolpment and Training | 4 days | Fri 3/11/11 | Wed 3/16/11 | HDI Architect,HDI Senior Architect |
| 402 | Conduct Internal Testing of Changes | 2 days | Thu 3/17/11 | Fri 3/18/11 | HDI Architect,HDI Senior Architect |
| 403 | User Acceptance Testing (UAT) of Changes | 14 days | Tue 3/22/11 | Fri 4/8/11 | State Resources |
| 404 | Finalize Change Management Documentation | 1 day | Mon 4/11/11 | Mon 4/11/11 | HDI Ops Manager,HDI Director |
| 405 | Deploy into Production | 1 day | Wed 4/13/11 | Wed 4/13/11 | HDI Architect,HDI Senior Architect |
| 406 | Revise Program Documentation | 1 day | Mon 3/28/11 | Mon 3/28/11 | HDI Ops Manager |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 407 | Final Staff Assessment | 14 days | Mon 3/28/11 | Thu 4/14/11 | HDI Ops Manager |
| 408 | Complete Post-Deployment Testing and Validation | 1 day | Fri 4/15/11 | Fri 4/15/11 | HDI Architect,HDI Senior Architect |
| 409 | **Establish a Confirmation Process with DPS for Self-Insured** | **45 days** | **Tue 2/15/11** | **Mon 4/18/11** | |
| 410 | Hold Joint Application Development Sessions | 5 days | Tue 2/15/11 | Mon 2/21/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 411 | Complete Change Management Documentation | 5 days | Tue 2/22/11 | Mon 2/28/11 | HDI Director,HDI Ops Manager,State Resources |
| 412 | Devolpment and Training | 15 days | Wed 2/23/11 | Tue 3/15/11 | HDI Architect,HDI Senior Architect |
| 413 | Conduct Internal Testing of Changes | 5 days | Wed 3/16/11 | Tue 3/22/11 | HDI Architect,HDI Senior Architect |
| 414 | User Acceptance Testing (UAT) of Changes | 14 days | Wed 3/23/11 | Mon 4/11/11 | State Resources |
| 415 | Finalize Change Management Documentation | 1 day | Tue 4/12/11 | Tue 4/12/11 | HDI Ops Manager,HDI Director |
| 416 | Deploy into Production | 1 day | Wed 4/13/11 | Wed 4/13/11 | HDI Architect,HDI Senior Architect |
| 417 | Revise Program Documentation | 5 days | Mon 3/28/11 | Fri 4/1/11 | HDI Ops Manager |
| 418 | Final Staff Assessment | 14 days | Mon 3/28/11 | Thu 4/14/11 | HDI Ops Manager |
| 419 | Complete Post-Deployment Testing and Validation | 2 days | Fri 4/15/11 | Mon 4/18/11 | HDI Architect,HDI Senior Architect |
| 420 | **Allow CSRs to Search for Unmatched Policy Records** | **98 days** | **Wed 2/16/11** | **Fri 7/1/11** | |
| 421 | Hold Joint Application Development Sessions | 1 day | Wed 2/16/11 | Wed 2/16/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 422 | Complete Change Management Documentation | 1 day | Thu 2/17/11 | Thu 2/17/11 | HDI Director,HDI Ops Manager,State Resources |
| 423 | Devolpment and Training | 4 days | Thu 5/26/11 | Tue 5/31/11 | HDI Architect,HDI Senior Architect |
| 424 | Conduct Internal Testing of Changes | 3 days | Wed 6/1/11 | Fri 6/3/11 | HDI Architect,HDI Senior Architect |
| 425 | User Acceptance Testing (UAT) of Changes | 14 days | Mon 6/6/11 | Thu 6/23/11 | State Resources |
| 426 | Finalize Change Management Documentation | 1 day | Fri 6/24/11 | Fri 6/24/11 | HDI Ops Manager,HDI Director |
| 427 | Deploy into Production | 1 day | Tue 6/28/11 | Tue 6/28/11 | HDI Architect,HDI Senior Architect |
| 428 | Revise Program Documentation | 1 day | Mon 6/20/11 | Mon 6/20/11 | HDI Ops Manager |
| 429 | Final Staff Assessment | 14 days | Wed 6/8/11 | Mon 6/27/11 | HDI Ops Manager |
| 430 | Complete Post-Deployment Testing and Validation | 1 day | Fri 7/1/11 | Fri 7/1/11 | HDI Architect,HDI Senior Architect |
| 431 | **Keep Manually Matched Data Current at All Times** | **63 days** | **Thu 2/17/11** | **Mon 5/16/11** | |
| 432 | Hold Joint Application Development Sessions | 2 days | Thu 2/17/11 | Fri 2/18/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 433 | Complete Change Management Documentation | 1 day | Mon 2/21/11 | Mon 2/21/11 | HDI Director,HDI Ops Manager,State Resources |
| 434 | Devolpment and Training | 4 days | Mon 4/11/11 | Thu 4/14/11 | HDI Architect,HDI Senior Architect |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 435 | Conduct Internal Testing of Changes | 3 days | Fri 4/15/11 | Tue 4/19/11 | HDI Architect,HDI Senior Architect |
| 436 | User Acceptance Testing (UAT) of Changes | 14 days | Wed 4/20/11 | Mon 5/9/11 | State Resources |
| 437 | Finalize Change Management Documentation | 1 day | Tue 5/10/11 | Tue 5/10/11 | HDI Ops Manager,HDI Director |
| 438 | Deploy into Production | 1 day | Wed 5/11/11 | Wed 5/11/11 | HDI Architect,HDI Senior Architect |
| 439 | Revise Program Documentation | 1 day | Wed 5/11/11 | Wed 5/11/11 | HDI Ops Manager |
| 440 | Final Staff Assessment | 1 day | Wed 5/11/11 | Wed 5/11/11 | HDI Ops Manager |
| 441 | Complete Post-Deployment Testing and Validation | 1 day | Mon 5/16/11 | Mon 5/16/11 | HDI Architect,HDI Senior Architect |
| 442 | **2.7 Service 4 – Disaster Recovery** | **37 days** | **Mon 5/16/11** | **Tue 7/5/11** | |
| 443 | **Arrange Disaster Recovery to comply with NIST standards** | **37 days** | **Mon 5/16/11** | **Tue 7/5/11** | |
| 444 | Hold Joint Application Development Sessions | 4 days | Mon 5/16/11 | Thu 5/19/11 | HDI Senior Architect,HDI Ops Manager,State Resources |
| 445 | Complete Change Management Documentation | 1 day | Fri 5/20/11 | Fri 5/20/11 | HDI Director,HDI Ops Manager,State Resources |
| 446 | Devolpment and Training | 14 days | Mon 5/23/11 | Thu 6/9/11 | HDI Architect,HDI Senior Architect |
| 447 | Conduct Internal Testing of Changes | 3 days | Fri 6/10/11 | Tue 6/14/11 | HDI Architect,HDI Senior Architect |
| 448 | User Acceptance Testing (UAT) of Changes | 3 days | Wed 6/15/11 | Fri 6/17/11 | State Resources |
| 449 | Finalize Change Management Documentation | 2 days | Mon 6/20/11 | Tue 6/21/11 | HDI Ops Manager,HDI Director |
| 450 | Deploy into Production | 2 days | Wed 6/22/11 | Thu 6/23/11 | HDI Architect,HDI Senior Architect |
| 451 | Revise Program Documentation | 4 days | Fri 6/24/11 | Wed 6/29/11 | HDI Ops Manager |
| 452 | Final Staff Assessment | 2 days | Thu 6/30/11 | Fri 7/1/11 | HDI Ops Manager |
| 453 | Complete Post-Deployment Testing and Validation | 2 days | Mon 7/4/11 | Tue 7/5/11 | HDI Architect,HDI Senior Architect |
| 454 | **2.13 Hardware and Software Services** | **50 days** | **Mon 8/15/11** | **Fri 10/21/11** | |
| 455 | **Purchase New Equipment and Software** | **50 days** | **Mon 8/15/11** | **Fri 10/21/11** | |
| 456 | Program Servers | 4 days | Mon 8/15/11 | Thu 8/18/11 | HDI Architect,HDI Director,HDI Ops Manager |
| 457 | Develop and Deploy Backup Plans | 3 days | Fri 8/19/11 | Tue 8/23/11 | HDI Architect,HDI Director,HDI Ops Manager |
| 458 | Develop Confidentiality and Data Security Protocols | 2 days | Wed 8/24/11 | Thu 8/25/11 | HDI Architect,HDI Director,HDI Ops Manager |
| 459 | Conduct Internal Testing | 3 days | Fri 8/26/11 | Tue 8/30/11 | HDI Architect,HDI Director,HDI Ops Manager |
| 460 | User Acceptance Testing (UAT) of System | 30 days | Wed 8/31/11 | Tue 10/11/11 | State Resources |

# TexasSure VIV Project Work Plan

| ID | Task Name | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| 461 | Deploy into Production and Pass Title to State | 4 days | Wed 10/12/11 | Mon 10/17/11 | HDI Architect,HDI Director,HDI Ops Manager |
| 462 | Complete Post-Deployment Testing and Validation | 4 days | Tue 10/18/11 | Fri 10/21/11 | HDI Architect,HDI Senior Architect |
| 463 | **2.15 Reporting Guide and User Manual Production** | **10 days** | **Mon 9/19/11** | **Fri 9/30/11** | |
| 464 | Assist TDI with Guide and User Manual | 10 days | Mon 9/19/11 | Fri 9/30/11 | HDI Director,HDI Ops Manager |
| 465 | **2.19 OAG, Child Support Division** | **115 days** | **Tue 2/22/11** | **Mon 8/1/11** | |
| 466 | Develop Capability for Monthly Policy Data to OAG | **115 days** | **Tue 2/22/11** | **Mon 8/1/11** | |
| 467 | Hold Joint Application Development Sessions | 2 days | Tue 2/22/11 | Wed 2/23/11 | HDI Senior Architect,HDI Ops Manager,State Resources,IR Architec |
| 468 | Complete Change Management Documentation | 1 day | Thu 2/24/11 | Thu 2/24/11 | HDI Director,HDI Ops Manager,State Resources |
| 469 | Development and Training | 20 days | Mon 4/25/11 | Fri 5/20/11 | IR Programmer,IR Architect |
| 470 | Conduct Internal Testing of Changes | 40 days | Mon 5/23/11 | Fri 7/15/11 | IR Architect,IR Programmer |
| 471 | User Acceptance Testing (UAT) of Changes | 2 days | Mon 7/18/11 | Tue 7/19/11 | HDI Ops Manager,IR Programmer,IR Senior Programmer |
| 472 | Finalize Change Management Documentation | 2 days | Fri 7/22/11 | Mon 7/25/11 | State Resources |
| 473 | Deploy into Production | 1 day | Tue 7/26/11 | Tue 7/26/11 | HDI Director,HDI Ops Manager |
| 474 | Revise Program Documentation | 1 day | Wed 7/27/11 | Wed 7/27/11 | HDI Ops Manager,IR Senior Programmer |
| 475 | Final Staff Assessment | 1 day | Wed 7/27/11 | Wed 7/27/11 | HDI Ops Manager |
| 476 | Complete Post-Deployment Testing and Validation | 1 day | Wed 7/27/11 | Wed 7/27/11 | HDI Ops Manager |
| 477 | Hold Joint Application Development Sessions | 1 day | Mon 8/1/11 | Mon 8/1/11 | HDI Ops Manager,IR Senior Programmer |
| 478 | Document Lessons Learned | 4 days | Tue 10/25/11 | Fri 10/28/11 | HDI Director,HDI Ops Manager,HDI PM,State Resources |

With TDI's approval, it is HDI's intent to use the existing software/system and begin making the necessary changes requested in this RFO upon award of the contract. We will use the current change management process to gradually develop, test and deploy all the new requirements into production prior to November 1, 2011. This approach will allow us to address the new requirements with confidence over the ten month implementation timeframe. We have reviewed all the enhancements and have prioritized based on perceived importance and length of time to develop and deploy but we are willing to work with TDI and the other agencies if the prioritization needs to be changed.

The Schedule and Delivery of Services plan is presented as a time phased schedule for each service required for the continuation of the TexasSure project by the ONLINE|IVS team. The plan includes:

1. Task ID number
2. Name
3. Projected Start and Finish

The "Days X Start" indicates how many calendar days after the contract award date that the task begins. "Days X Finish" indicates how many calendar days after the contract award date the task will be accomplished. The contract award date used was January 3, 2011.

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 1 | **Administrative** | | |
| 2 | Contract start | 1 | 1 |
| 3 | Receipt of authorization to begin work | 1 | 1 |
| 4 | Sign confidentiality and other agreements | 1 | 1 |
| 5 | | 1 | 1 |
| 6 | 2.1.1. How TexasSure Works | | |
| 7 | Plan for Commercial Vehicles | 1 | 224 |
| 8 | Hold Joint Application Development Sessions | 1 | 1 |
| 9 | Complete Change Management Documentation | 2 | 2 |
| 10 | Analysis and Design | 120 | 133 |
| 11 | Development and Training | 134 | 189 |
| 12 | Conduct Internal Testing of Changes | 190 | 192 |
| 13 | User Acceptance Testing (UAT) of Changes | 193 | 212 |
| 14 | Finalize Change Management Documentation | 213 | 213 |
| 15 | Deploy into Production | 213 | 213 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 16 | Revise Program Documentation | 213 | 217 |
| 17 | Final Staff Assessment | 213 | 213 |
| 18 | Complete Post-Deployment Testing and Validation | 220 | 224 |
| 19 | Plan for Additional Users | 1 | 102 |
| 20 | Hold Joint Application Development Sessions | 28 | 29 |
| 21 | Complete Change Management Documentation | 30 | 30 |
| 22 | Development and Training | 65 | 71 |
| 23 | Conduct Internal Testing of Changes | 72 | 73 |
| 24 | User Acceptance Testing (UAT) of Changes | 74 | 93 |
| 25 | Finalize Change Management Documentation | 94 | 94 |
| 26 | Deploy into Production | 95 | 98 |
| 27 | Revise Program Documentation | 99 | 99 |
| 28 | Final Staff Assessment | 99 | 99 |
| 29 | Complete Post-Deployment Testing and Validation | 101 | 102 |
| 30 | | | |
| 31 | **2.4 Service 1 – TexasSure Matching and Query Response Program** | | |
| 32 | Ensure Synchronized Databases and Servers | 2 | 102 |
| 33 | Hold Joint Application Development Sessions | 2 | 3 |
| 34 | Complete Change Management Documentation | 4 | 7 |
| 35 | Development and Training | 80 | 86 |
| 36 | Conduct Internal Testing of Changes | 87 | 91 |
| 37 | User Acceptance Testing (UAT) of Changes | 92 | 94 |
| 38 | Finalize Change Management Documentation | 95 | 95 |
| 39 | Deploy into Production | 98 | 100 |
| 40 | Revise Program Documentation | 98 | 98 |
| 41 | Final Staff Assessment | 98 | 98 |
| 42 | Complete Post-Deployment Testing and Validation | 101 | 102 |
| 43 | 2.4.1 Data | | |
| 44 | Change Registration Expiration to 6 Months | 3 | 49 |
| 45 | Hold Joint Application Development Sessions | 3 | 4 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 46 | Complete Change Management Documentation | 7 | 7 |
| 47 | Development and Training | 9 | 15 |
| 48 | Conduct Internal Testing of Changes | 16 | 18 |
| 49 | User Acceptance Testing (UAT) of Changes | 21 | 38 |
| 50 | Finalize Change Management Documentation | 39 | 39 |
| 51 | Deploy into Production | 39 | 43 |
| 52 | Revise Program Documentation | 39 | 39 |
| 53 | Final Staff Assessment | 42 | 42 |
| 54 | Complete Post-Deployment Testing and Validation | 49 | 49 |
| 55 | 2.4.2 Database Matching - Vehicles | | |
| 56 | Identify Strong/Medium/Weak Matches | 4 | 87 |
| 57 | Hold Joint Application Development Sessions | 4 | 7 |
| 58 | Complete Change Management Documentation | 8 | 8 |
| 59 | Analysis and Design | 17 | 44 |
| 60 | Development and Training | 45 | 72 |
| 61 | Conduct Internal Testing of Changes | 73 | 77 |
| 62 | User Acceptance Testing (UAT) of Changes | 78 | 80 |
| 63 | Finalize Change Management Documentation | 81 | 81 |
| 64 | Deploy into Production | 84 | 85 |
| 65 | Revise Program Documentation | 84 | 85 |
| 66 | Final Staff Assessment | 84 | 84 |
| 67 | Complete Post-Deployment Testing and Validation | 86 | 87 |
| 68 | Use VIN Verification Software for Unmatched VINs | 7 | 147 |
| 69 | Hold Joint Application Development Sessions | 7 | 8 |
| 70 | Complete Change Management Documentation | 9 | 9 |
| 71 | Analysis and Design | 73 | 86 |
| 72 | Development and Training | 87 | 114 |
| 73 | Conduct Internal Testing of Changes | 115 | 119 |
| 74 | User Acceptance Testing (UAT) of Changes | 120 | 137 |
| 75 | Finalize Change Management Documentation | 140 | 140 |
| 76 | Deploy into Production | 141 | 143 |
| 77 | Revise Program Documentation | 141 | 142 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 78 | Final Staff Assessment | 141 | 141 |
| 79 | Complete Post-Deployment Testing and Validation | 144 | 147 |
| 80 | Produce VIN Rejection Files | 115 | 214 |
| 81 | Hold Joint Application Development Sessions | 115 | 116 |
| 82 | Complete Change Management Documentation | 119 | 119 |
| 83 | Analysis and Design | 115 | 128 |
| 84 | Development and Training | 129 | 184 |
| 85 | Conduct Internal Testing of Changes | 185 | 189 |
| 86 | User Acceptance Testing (UAT) of Changes | 190 | 207 |
| 87 | Finalize Change Management Documentation | 210 | 210 |
| 88 | Deploy into Production | 211 | 212 |
| 89 | Revise Program Documentation | 211 | 211 |
| 90 | Final Staff Assessment | 211 | 211 |
| 91 | Complete Post-Deployment Testing and Validation | 213 | 214 |
| 92 | 2.4.3 Database Matching – Driver Licenses | | |
| 93 | Use Matching Algorithm for Driver Licenses | 95 | 219 |
| 94 | Hold Joint Application Development Sessions | 95 | 95 |
| 95 | Complete Change Management Documentation | 98 | 98 |
| 96 | Analysis and Design | 107 | 134 |
| 97 | Development and Training | 135 | 190 |
| 98 | Conduct Internal Testing of Changes | 191 | 193 |
| 99 | User Acceptance Testing (UAT) of Changes | 196 | 213 |
| 100 | Finalize Change Management Documentation | 214 | 214 |
| 101 | Deploy into Production | 214 | 217 |
| 102 | Revise Program Documentation | 217 | 217 |
| 103 | Final Staff Assessment | 217 | 217 |
| 104 | Complete Post-Deployment Testing and Validation | 218 | 219 |
| 105 | Produce Driver License Rejection Files for Duplicated/Invalid DLNs | 98 | 205 |
| 106 | Hold Joint Application Development Sessions | 98 | 99 |
| 107 | Complete Change Management Documentation | 100 | 100 |
| 108 | Analysis and Design | 135 | 148 |
| 109 | Development and Training | 149 | 176 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 110 | Conduct Internal Testing of Changes | 177 | 179 |
| 111 | User Acceptance Testing (UAT) of Changes | 182 | 199 |
| 112 | Finalize Change Management Documentation | 200 | 200 |
| 113 | Deploy into Production | 203 | 204 |
| 114 | Revise Program Documentation | 203 | 203 |
| 115 | Final Staff Assessment | 203 | 203 |
| 116 | Complete Post-Deployment Testing and Validation | 205 | 205 |
| 117 | 2.4.4 Query Response Process | | |
| 118 | 2.4.4.1 Standard Query Response Process | | |
| 119 | Revise Query Process | 10 | 88 |
| 120 | Hold Joint Application Development Sessions | 10 | 11 |
| 121 | Complete Change Management Documentation | 14 | 15 |
| 122 | Development and Training | 49 | 53 |
| 123 | Conduct Internal Testing of Changes | 56 | 58 |
| 124 | User Acceptance Testing (UAT) of Changes | 59 | 78 |
| 125 | Finalize Change Management Documentation | 79 | 79 |
| 126 | Deploy into Production | 80 | 84 |
| 127 | Revise Program Documentation | 85 | 85 |
| 128 | Final Staff Assessment | 86 | 86 |
| 129 | Complete Post-Deployment Testing and Validation | 87 | 88 |
| 130 | 2.4.4.2 Non-Standard Query Response/TDI | | |
| 131 | Display Last Three Record Changes and S/M/W Levels for Admin Queries | 11 | 119 |
| 132 | Hold Joint Application Development Sessions | 11 | 11 |
| 133 | Complete Change Management Documentation | 14 | 14 |
| 134 | Development and Training | 78 | 85 |
| 135 | Conduct Internal Testing of Changes | 86 | 91 |
| 136 | User Acceptance Testing (UAT) of Changes | 92 | 109 |
| 137 | Finalize Change Management Documentation | 112 | 113 |
| 138 | Deploy into Production | 114 | 114 |
| 139 | Revise Program Documentation | 114 | 114 |
| 140 | Final Staff Assessment | 114 | 114 |
| 141 | Complete Post-Deployment Testing and Validation | 119 | 119 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 142 | Allow Admin Queries by Insurer Name and Policy Number | 14 | 149 |
| 143 | Hold Joint Application Development Sessions | 14 | 14 |
| 144 | Complete Change Management Documentation | 14 | 15 |
| 145 | Development and Training | 107 | 114 |
| 146 | Conduct Internal Testing of Changes | 115 | 120 |
| 147 | User Acceptance Testing (UAT) of Changes | 121 | 140 |
| 148 | Finalize Change Management Documentation | 141 | 142 |
| 149 | Deploy into Production | 143 | 143 |
| 150 | Revise Program Documentation | 143 | 143 |
| 151 | Final Staff Assessment | 143 | 143 |
| 152 | Complete Post-Deployment Testing and Validation | 149 | 149 |
| 153 | Query by Document Number | 15 | 119 |
| 154 | Hold Joint Application Development Sessions | 15 | 15 |
| 155 | Complete Change Management Documentation | 16 | 16 |
| 156 | Development and Training | 78 | 84 |
| 157 | Conduct Internal Testing of Changes | 85 | 88 |
| 158 | User Acceptance Testing (UAT) of Changes | 91 | 108 |
| 159 | Finalize Change Management Documentation | 109 | 109 |
| 160 | Deploy into Production | 112 | 112 |
| 161 | Revise Program Documentation | 112 | 112 |
| 162 | Final Staff Assessment | 112 | 112 |
| 163 | Complete Post-Deployment Testing and Validation | 119 | 119 |
| 164 | 2.4.5 Ongoing Verification Process | | |
| 165 | Use Web Services in OVP Process | 210 | 241 |
| 166 | Hold Joint Application Development Sessions | 210 | 210 |
| 167 | Complete Change Management Documentation | 211 | 211 |
| 168 | Development and Training | 212 | 218 |
| 169 | Conduct Internal Testing of Changes | 219 | 220 |
| 170 | User Acceptance Testing (UAT) of Changes | 221 | 227 |
| 171 | Finalize Change Management Documentation | 228 | 228 |
| 172 | Deploy into Production | 231 | 231 |
| 173 | Revise Program Documentation | 231 | 231 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 174 | Final Staff Assessment | 231 | 231 |
| 175 | Complete Post-Deployment Testing and Validation | 241 | 241 |
| 176 | Produce Weekly Uninsured Lists | 16 | 57 |
| 177 | Hold Joint Application Development Sessions | 16 | 16 |
| 178 | Complete Change Management Documentation | 17 | 17 |
| 179 | Development and Training | 23 | 29 |
| 180 | Conduct Internal Testing of Changes | 30 | 31 |
| 181 | User Acceptance Testing (UAT) of Changes | 32 | 51 |
| 182 | Finalize Change Management Documentation | 52 | 52 |
| 183 | Deploy into Production | 52 | 52 |
| 184 | Revise Program Documentation | 53 | 53 |
| 185 | Final Staff Assessment | 56 | 56 |
| 186 | Complete Post-Deployment Testing and Validation | 57 | 57 |
| 187 | 2.4.6 Report Production | | |
| 188 | No changes, reports already in place. | | |
| 189 | 2.4.7 Testing and Deliverable Acceptance Criteria | | |
| 190 | Covered above | | |
| 192 | 2.4.8 Documentation Deliverables | | |
| 193 | Develop Project Management Plan | 1 | 1 |
| 194 | Revise Project Work Plan | 1 | 3 |
| 195 | Revise Change Management Plan | 1 | 1 |
| 196 | Develop Quality Management Plan | 1 | 24 |
| 197 | Hold Joint Application Development Sessions | 1 | 1 |
| 198 | Validate Project Metrics, Reporting Format, Procedures, etc. | 1 | 2 |
| 199 | Perform Work Product Review | 3 | 4 |
| 200 | Complete Draft and Submit to TDI for Review | 7 | 8 |
| 201 | TDI Review and Approve | 9 | 22 |
| 202 | Finalize Documentation | 23 | 24 |
| 203 | | | |
| 204 | **2.5 Service 2 – Web Services** | | |
| 205 | 2.5.1 Integrate with Database Program | 57 | 210 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 206 | Hold Joint Application Development Sessions | 57 | 57 |
| 207 | Complete Change Management Documentation | 58 | 58 |
| 208 | Development and Training | 163 | 169 |
| 209 | Conduct Internal Testing of Changes | 170 | 171 |
| 210 | User Acceptance Testing (UAT) of Changes | 172 | 203 |
| 211 | Finalize Change Management Documentation | 204 | 204 |
| 212 | Deploy into Production | 205 | 205 |
| 213 | Revise Program Documentation | 205 | 205 |
| 214 | Final Staff Assessment | 205 | 205 |
| 215 | Complete Post-Deployment Testing and Validation | 210 | 210 |
| 216 | 2.5.2 Module for Company Use | | |
| 217 | Develop Matching Module for Insurers' Internal Use | 58 | 170 |
| 218 | Hold Joint Application Development Sessions | 58 | 58 |
| 219 | Complete Change Management Documentation | 59 | 59 |
| 220 | Analysis and Design | 60 | 87 |
| 221 | Development and Training | 88 | 143 |
| 222 | Conduct Internal Testing of Changes | 144 | 147 |
| 223 | User Acceptance Testing (UAT) of Changes | 148 | 165 |
| 224 | Finalize Change Management Documentation | 168 | 168 |
| 225 | Deploy into Production | 169 | 169 |
| 226 | Revise Program Documentation | 169 | 169 |
| 227 | Final Staff Assessment | 169 | 169 |
| 228 | Complete Post-Deployment Testing and Validation | 170 | 170 |
| 229 | 2.5.3 Performance Standards to Meet | | |
| 230 | Revise Performance Standards and Quality Plan | 158 | 183 |
| 231 | Complete Draft and Submit to TDI for Review | 158 | 163 |
| 232 | TDI Review and Approve | 164 | 177 |
| 233 | Finalize Documentation | 178 | 183 |
| 234 | 2.5.4 Report Production | | |
| 235 | Develop and/or Revise Program Reports | 210 | 241 |
| 236 | Hold Joint Application Development Sessions | 210 | 210 |
| 237 | Complete Change Management Documentation | 211 | 211 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 238 | Development and Training | 219 | 225 |
| 239 | Conduct Internal Testing of Changes | 226 | 227 |
| 240 | User Acceptance Testing (UAT) of Changes | 228 | 234 |
| 241 | Finalize Change Management Documentation | 235 | 235 |
| 242 | Deploy into Production | 238 | 238 |
| 243 | Revise Program Documentation | 238 | 238 |
| 244 | Final Staff Assessment | 238 | 238 |
| 245 | Complete Post-Deployment Testing and Validation | 241 | 241 |
| 246 | 2.5.5 Testing and Deliverable Acceptance Criteria | | |
| 247 | Covered Above | | |
| 248 | 2.5.6 Documentation Deliverables | | |
| 249 | Revise Documentation Deliverables | | |
| 250 | Perform Work Product Review | 161 | 165 |
| 251 | Complete Draft and Submit to TDI for Review | 168 | 169 |
| 252 | TDI Review and Approve | 170 | 183 |
| 253 | Finalize Documentation | 184 | 189 |
| 254 | | | |
| 255 | **2.6 Service 3 – Customer Notices and Call Center** | | |
| 256 | 2.6.1 Customer Notices | | |
| 257 | 2.6.1.1 Unmatched Notice | | |
| 258 | Use Grayscale in Notices, Allow Changes at No Cost and reworking Unmatched Notices | 21 | 88 |
| 259 | Hold Joint Application Development Sessions | 21 | 21 |
| 260 | Complete Change Management Documentation | 22 | 24 |
| 261 | Development and Training | 38 | 51 |
| 262 | Conduct Internal Testing of Changes | 52 | 53 |
| 263 | User Acceptance Testing (UAT) of Changes | 56 | 81 |
| 264 | Finalize Change Management Documentation | 84 | 84 |
| 265 | Deploy into Production | 85 | 85 |
| 266 | Revise Program Documentation | 86 | 86 |
| 267 | Final Staff Assessment | 87 | 87 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 268 | Complete Post-Deployment Testing and Validation | 88 | 88 |
| 269 | 2.6.1.2 Uninsured Notice | | |
| 270 | Use Grayscale in Notices and Send Second Notices for Uninsured | 22 | 88 |
| 271 | Hold Joint Application Development Sessions | 22 | 22 |
| 272 | Complete Change Management Documentation | 23 | 28 |
| 273 | Development and Training | 38 | 51 |
| 274 | Conduct Internal Testing of Changes | 52 | 53 |
| 275 | User Acceptance Testing (UAT) of Changes | 56 | 81 |
| 276 | Finalize Change Management Documentation | 84 | 84 |
| 277 | Deploy into Production | 85 | 85 |
| 278 | Revise Program Documentation | 86 | 86 |
| 279 | Final Staff Assessment | 87 | 87 |
| 280 | Complete Post-Deployment Testing and Validation | 88 | 88 |
| 281 | 2.6.1.3 Mailing and Postage | | |
| 282 | Establish Process for Sending International Mail | 23 | 102 |
| 283 | Hold Joint Application Development Sessions | 23 | 23 |
| 284 | Complete Change Management Documentation | 24 | 24 |
| 285 | Development and Training | 66 | 73 |
| 286 | Conduct Internal Testing of Changes | 74 | 77 |
| 287 | User Acceptance Testing (UAT) of Changes | 78 | 95 |
| 288 | Finalize Change Management Documentation | 98 | 98 |
| 289 | Deploy into Production | 99 | 99 |
| 290 | Revise Program Documentation | 100 | 100 |
| 291 | Final Staff Assessment | 101 | 101 |
| 292 | Complete Post-Deployment Testing and Validation | 102 | 102 |
| 293 | Change Priority for Submitting Notices | 24 | 88 |
| 294 | Hold Joint Application Development Sessions | 24 | 24 |
| 295 | Complete Change Management Documentation | 25 | 25 |
| 296 | Development and Training | 52 | 52 |
| 297 | Conduct Internal Testing of Changes | 53 | 53 |
| 298 | User Acceptance Testing (UAT) of Changes | 56 | 81 |
| 299 | Finalize Change Management Documentation | 84 | 84 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 300 | Deploy into Production | 85 | 85 |
| 301 | Revise Program Documentation | 86 | 86 |
| 302 | Final Staff Assessment | 87 | 87 |
| 303 | Complete Post-Deployment Testing and Validation | 88 | 88 |
| 304 | 2.6.1.4 Performance Standards | | |
| 305 | See Above Inputs | | |
| 306 | 2.6.2 Call Center | | |
| 307 | 2.6.2.1 Location, Access, and Service | | |
| 308 | Customer Website to Provide Record Status Following a Response | 21 | 57 |
| 309 | Hold Joint Application Development Sessions | 21 | 21 |
| 310 | Complete Change Management Documentation | 22 | 22 |
| 311 | Development and Training | 23 | 30 |
| 312 | Conduct Internal Testing of Changes | 31 | 32 |
| 313 | User Acceptance Testing (UAT) of Changes | 35 | 52 |
| 314 | Finalize Change Management Documentation | 52 | 52 |
| 315 | Deploy into Production | 53 | 53 |
| 316 | Revise Program Documentation | 56 | 56 |
| 317 | Final Staff Assessment | 53 | 53 |
| 318 | Complete Post-Deployment Testing and Validation | 57 | 57 |
| 319 | Rework CSR Screens to Match using Uninsured List, Unmatched List, TxDMV data, and Director data | 30 | 149 |
| 320 | Hold Joint Application Development Sessions | 30 | 30 |
| 321 | Complete Change Management Documentation | 31 | 31 |
| 322 | Development and Training | 112 | 119 |
| 323 | Conduct Internal Testing of Changes | 120 | 121 |
| 324 | User Acceptance Testing (UAT) of Changes | 122 | 141 |
| 325 | Finalize Change Management Documentation | 142 | 142 |
| 326 | Deploy into Production | 143 | 143 |
| 327 | Revise Program Documentation | 144 | 144 |
| 328 | Final Staff Assessment | 148 | 148 |
| 329 | Complete Post-Deployment Testing and Validation | 149 | 149 |
| 330 | IVR to Accommodate Record Status Following a Response | 21 | 57 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 331 | Hold Joint Application Development Sessions | 21 | 21 |
| 332 | Complete Change Management Documentation | 22 | 22 |
| 333 | Development and Training | 22 | 29 |
| 334 | Conduct Internal Testing of Changes | 30 | 31 |
| 335 | User Acceptance Testing (UAT) of Changes | 32 | 51 |
| 336 | Finalize Change Management Documentation | 52 | 52 |
| 337 | Deploy into Production | 53 | 53 |
| 338 | Revise Program Documentation | 56 | 56 |
| 339 | Final Staff Assessment | 56 | 56 |
| 340 | Complete Post-Deployment Testing and Validation | 57 | 57 |
| 341 | Allow Remote Access into CSR System by TDI Staff | 32 | 133 |
| 342 | Hold Joint Application Development Sessions | 32 | 32 |
| 343 | Complete Change Management Documentation | 35 | 35 |
| 344 | Development and Training | 105 | 105 |
| 345 | Conduct Internal Testing of Changes | 106 | 106 |
| 346 | User Acceptance Testing (UAT) of Changes | 107 | 126 |
| 347 | Finalize Change Management Documentation | 127 | 127 |
| 348 | Deploy into Production | 128 | 128 |
| 349 | Revise Program Documentation | 129 | 129 |
| 350 | Final Staff Assessment | 130 | 130 |
| 351 | Complete Post-Deployment Testing and Validation | 133 | 133 |
| 352 | 2.6.2.1.1 Performance Standards to Meet | | |
| 353 | See Above | | |
| 354 | 2.6.2.2 Processing Consumer Responses | | |
| 355 | Change Definition of Closed Call Center Transactions | 35 | 163 |
| 356 | Hold Joint Application Development Sessions | 35 | 35 |
| 357 | Complete Change Management Documentation | 36 | 36 |
| 358 | Development and Training | 134 | 135 |
| 359 | Conduct Internal Testing of Changes | 136 | 137 |
| 360 | User Acceptance Testing (UAT) of Changes | 140 | 157 |
| 361 | Finalize Change Management Documentation | 158 | 158 |
| 362 | Deploy into Production | 161 | 161 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 363 | Revise Program Documentation | 161 | 161 |
| 364 | Final Staff Assessment | 161 | 161 |
| 365 | Complete Post-Deployment Testing and Validation | 163 | 163 |
| 366 | 2.6.2.2.1 Unmatched Notices | | |
| 367 | Allow CSRs to Locate Records by Customer Name, Address, or VIN | 36 | 163 |
| 368 | Hold Joint Application Development Sessions | 36 | 36 |
| 369 | Complete Change Management Documentation | 37 | 37 |
| 370 | Development and Training | 98 | 109 |
| 371 | Conduct Internal Testing of Changes | 112 | 116 |
| 372 | User Acceptance Testing (UAT) of Changes | 119 | 136 |
| 373 | Finalize Change Management Documentation | 137 | 140 |
| 374 | Deploy into Production | 156 | 156 |
| 375 | Revise Program Documentation | 141 | 147 |
| 376 | Final Staff Assessment | 140 | 157 |
| 377 | Complete Post-Deployment Testing and Validation | 163 | 163 |
| 378 | Override False Positives and Adjust Unmatched Data Accordingly | 10 | 71 |
| 379 | Hold Joint Application Development Sessions | 10 | 10 |
| 380 | Complete Change Management Documentation | 11 | 11 |
| 381 | Development and Training | 14 | 25 |
| 382 | Conduct Internal Testing of Changes | 28 | 32 |
| 383 | User Acceptance Testing (UAT) of Changes | 35 | 52 |
| 384 | Finalize Change Management Documentation | 53 | 56 |
| 385 | Deploy into Production | 57 | 57 |
| 386 | Revise Program Documentation | 57 | 63 |
| 387 | Final Staff Assessment | 64 | 70 |
| 388 | Complete Post-Deployment Testing and Validation | 71 | 71 |
| 389 | Allow CSRs to Provide Callers with Insurer Contact Information | 42 | 88 |
| 390 | Hold Joint Application Development Sessions | 42 | 42 |
| 391 | Complete Change Management Documentation | 43 | 43 |
| 392 | Development and Training | 51 | 52 |
| 393 | Conduct Internal Testing of Changes | 53 | 53 |
| 394 | User Acceptance Testing (UAT) of Changes | 56 | 73 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 395 | Finalize Change Management Documentation | 74 | 74 |
| 396 | Deploy into Production | 85 | 85 |
| 397 | Revise Program Documentation | 77 | 81 |
| 398 | Final Staff Assessment | 77 | 85 |
| 399 | Complete Post-Deployment Testing and Validation | 88 | 88 |
| 400 | 2.6.2.2.2 Uninsured Notices | | |
| 401 | Establish a Coverage Confirmation Process | 21 | 102 |
| 402 | Hold Joint Application Development Sessions | 21 | 22 |
| 403 | Complete Change Management Documentation | 22 | 24 |
| 404 | Development and Training | 29 | 56 |
| 405 | Conduct Internal Testing of Changes | 57 | 70 |
| 406 | User Acceptance Testing (UAT) of Changes | 71 | 88 |
| 407 | Finalize Change Management Documentation | 91 | 92 |
| 408 | Deploy into Production | 93 | 98 |
| 409 | Revise Program Documentation | 84 | 88 |
| 410 | Final Staff Assessment | 77 | 94 |
| 411 | Complete Post-Deployment Testing and Validation | 102 | 102 |
| 412 | Establish a Denied Confirmation Process | 43 | 102 |
| 413 | Hold Joint Application Development Sessions | 43 | 44 |
| 414 | Complete Change Management Documentation | 45 | 45 |
| 415 | Development and Training | 67 | 72 |
| 416 | Conduct Internal Testing of Changes | 73 | 74 |
| 417 | User Acceptance Testing (UAT) of Changes | 78 | 95 |
| 418 | Finalize Change Management Documentation | 98 | 98 |
| 419 | Deploy into Production | 100 | 100 |
| 420 | Revise Program Documentation | 84 | 84 |
| 421 | Final Staff Assessment | 84 | 102 |
| 422 | Complete Post-Deployment Testing and Validation | 102 | 102 |
| 423 | Establish a Confirmation Process with DPS for Self-Insured | 43 | 105 |
| 424 | Hold Joint Application Development Sessions | 43 | 49 |
| 425 | Complete Change Management Documentation | 50 | 56 |
| 426 | Development and Training | 51 | 71 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 427 | Conduct Internal Testing of Changes | 72 | 78 |
| 428 | User Acceptance Testing (UAT) of Changes | 79 | 98 |
| 429 | Finalize Change Management Documentation | 99 | 99 |
| 430 | Deploy into Production | 100 | 100 |
| 431 | Revise Program Documentation | 84 | 88 |
| 432 | Final Staff Assessment | 84 | 101 |
| 433 | Complete Post-Deployment Testing and Validation | 102 | 105 |
| 434 | Allow CSRs to Search for Unmatched Policy Records | 44 | 179 |
| 435 | Hold Joint Application Development Sessions | 44 | 44 |
| 436 | Complete Change Management Documentation | 45 | 45 |
| 437 | Development and Training | 143 | 148 |
| 438 | Conduct Internal Testing of Changes | 149 | 151 |
| 439 | User Acceptance Testing (UAT) of Changes | 154 | 171 |
| 440 | Finalize Change Management Documentation | 172 | 172 |
| 441 | Deploy into Production | 176 | 176 |
| 442 | Revise Program Documentation | 168 | 168 |
| 443 | Final Staff Assessment | 156 | 175 |
| 444 | Complete Post-Deployment Testing and Validation | 179 | 179 |
| 445 | Keep Manually Matched Data Current at All Times | 45 | 133 |
| 446 | Hold Joint Application Development Sessions | 45 | 46 |
| 447 | Complete Change Management Documentation | 49 | 49 |
| 448 | Development and Training | 98 | 101 |
| 449 | Conduct Internal Testing of Changes | 102 | 106 |
| 450 | User Acceptance Testing (UAT) of Changes | 107 | 126 |
| 451 | Finalize Change Management Documentation | 127 | 127 |
| 452 | Deploy into Production | 128 | 128 |
| 453 | Revise Program Documentation | 128 | 128 |
| 454 | Final Staff Assessment | 128 | 128 |
| 455 | Complete Post-Deployment Testing and Validation | 133 | 133 |
| 456 | 2.6.3 Report Production | | |
| 457 | See Above Inputs | | |
| 458 | 2.6.3.1 Performance Standards to Meet | | |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 459 | See Above Inputs | | |
| 460 | 2.6.4 Testing and Deliverable Acceptance Criteria | | |
| 461 | See Above Inputs | | |
| 462 | 2.6.5 Documentation Deliverables | | |
| 463 | See Above Inputs | | |
| 464 | | | |
| 465 | | | |
| 466 | **2.7 Service 4 – Disaster Recovery** | | |
| 467 | Arrange Disaster Recovery to Comply with NIST Standards | 133 | 183 |
| 468 | Hold Joint Application Development Sessions | 133 | 136 |
| 469 | Complete Change Management Documentation | 137 | 137 |
| 470 | Development and Training | 140 | 157 |
| 471 | Conduct Internal Testing of Changes | 158 | 162 |
| 472 | User Acceptance Testing (UAT) of Changes | 163 | 165 |
| 473 | Finalize Change Management Documentation | 168 | 169 |
| 474 | Deploy into Production | 170 | 171 |
| 475 | Revise Program Documentation | 172 | 177 |
| 476 | Final Staff Assessment | 178 | 179 |
| 477 | Complete Post-Deployment Testing and Validation | 182 | 183 |
| 478 | 2.7.1 Performance Standards to Meet | | |
| 479 | Revise Reporting as Applicable | | |
| 480 | 2.7.2 Testing and Deliverable Acceptance Criteria | | |
| 481 | 2.7.2.1 Testing | | |
| 482 | See Above | | |
| 483 | | | |
| 484 | **2.8 Security** | | |
| 485 | 2.8.1 Performance Standards to Meet | | |
| 486 | Revise Reporting as Applicable | | |
| 487 | 2.8.2 Testing and Deliverable Acceptance Criteria | | |
| 488 | | | |
| 489 | **2.9 Uptime and** | | |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| | **Availability** | | |
| 490 | **2.10 Change Management** | | |
| 491 | See Above Under Deliverables | | |
| 492 | **2.11 Server Services** | | |
| 493 | Already in Place | | |
| 494 | **2.12 Technical Assistance** | | |
| 495 | Already in Place | | |
| 496 | **2.13 Hardware and Software Services** | | |
| 497 | Purchase New Equipment and Software | 224 | 291 |
| 498 | Program Servers | 224 | 227 |
| 499 | Develop and Deploy Backup Plans | 228 | 232 |
| 500 | Develop Confidentiality and Data Security Protocols | 233 | 234 |
| 501 | Conduct Internal Testing | 235 | 239 |
| 502 | User Acceptance Testing (UAT) of System | 240 | 281 |
| 503 | Deploy into Production and Pass Title to State | 282 | 287 |
| 504 | Complete Post-Deployment Testing and Validation | 288 | 291 |
| 505 | **2.14 Use of Texas State Data Centers and Telecommunication Services** | | |
| 506 | | | |
| 507 | **2.15 Reporting Guide and User Manual Production** | | |
| 508 | Assist TDI with Guide and User Manual | 259 | 270 |
| 509 | **2.16 Audit Requirements** | | |
| 510 | Provide any Necessary Changes | | |
| 511 | **2.17 Turnover Phase** | | |
| 512 | **2.18 Interoperability** | | |
| 513 | Provide any Necessary Changes | | |
| 514 | **2.19 OAG, Child Support Division** | | |
| 515 | Develop Capability for Monthly Policy Data to OAG | 50 | 210 |

| ID # | TASK NAME | Days X Start | Days X Finish |
|---|---|---|---|
| 516 | Hold Joint Application Development Sessions | 50 | 51 |
| 517 | Complete Change Management Documentation | 52 | 52 |
| 518 | Development and Training | 112 | 137 |
| 519 | Conduct Internal Testing of Changes | 140 | 193 |
| 520 | User Acceptance Testing (UAT) of Changes | 196 | 197 |
| 521 | Finalize Change Management Documentation | 200 | 203 |
| 522 | Deploy into Production | 204 | 204 |
| 523 | Revise Program Documentation | 205 | 205 |
| 524 | Final Staff Assessment | 205 | 205 |
| 525 | Complete Post-Deployment Testing and Validation | 205 | 205 |
| 526 | Hold Joint Application Development Sessions | 210 | 210 |
| 527 | Document Lessons Learned | 295 | 298 |

The following pages include the ownership information for our subcontractors Insure-Rite, Inc. and Pitney Bowes. Also included in this section is the HUB Subcontracting Plan that HDI completed in accordance with the RFO specifications.

### 4.8.8 Subcontractor Information

**Name of Subcontractor: Insure-Rite, Inc.**

(a) Insure-Rite, Inc. understands that it has been named as a subcontractor for this project. As such, Insure-Rite, Inc. affirms that it will provide the services that have been outlined in this proposal.

As an individual authorized to legally obligate Insure-Rite, Inc., I am binding Insure-Rite, Inc. to the terms and conditions as outlined in this RFO.

Sincerely,

| | |
|---|---|
| Signature | 10/21/10<br>Date |
| G. Richard Kasteler<br>Printed Name | President<br>Title |

(b) Below is the ownership information for Insure-Rite, Inc.

a. Names, Address, telephone and fax numbers of the entity submitting the proposal.

Insure-Rite, Inc.
230 South 500 East, #580
Salt Lake City, Utah 84102
Phone-801-531-0731
Fax - 801-531-0312

b. Type of business entity (i.e. corporation, partnership, trust, association, subsidiary).

Corporation

c. The place of incorporation, if applicable.

Utah

d. The location(s) of all the major offices, locations and other facilities that relate to the Respondent's performance under the terms of this RFO.

230 South 500 East, #580
Salt Lake City, Utah 84102

e. An organizational chart of the Respondent. Include all parent, subsidiary and affiliate companies and explain their relationship to the Respondent.

   See attached.

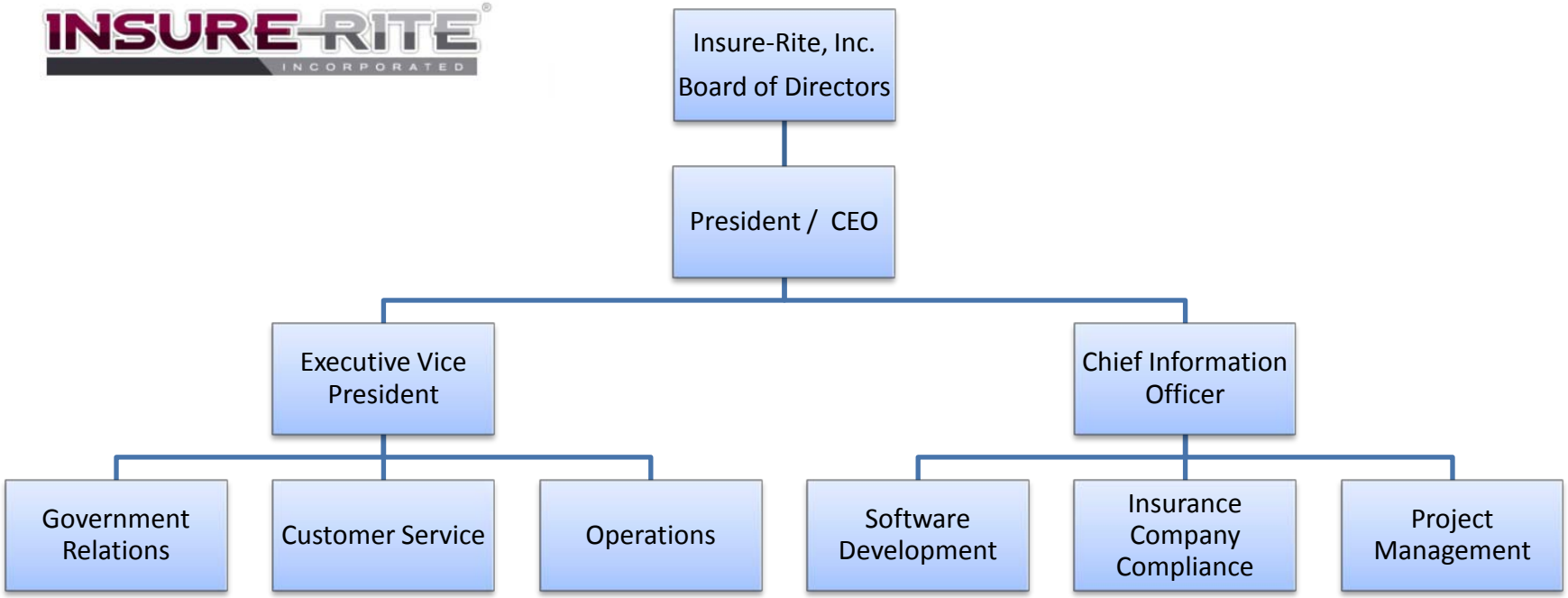
f. Length of time in business.

   Nineteen years

g. The Respondent's Federal employer identification number and Texas tax identification/registration number (if available) with a copy of local business or Texas tax license.

   87-0490300

# Insure-Rite, Inc.'s
# Corporate Organizational Chart



NOTICE; THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

# SALT LAKE CITY CORPORATION

**CITY I.D. NUMBER LIC1994-01750** (737-0662)

INSURE RITE INC
230 S 500 E #580
Salt Lake, UT 84102-0000

This is to certify that the herein named, having complied with the ordinances in force, relating to licenses, is hereby licensed to transact the business of:

CUSTOM COMPUTER PROGRAMMING SERVICES

| | |
|---|---|
| BUSINESS LICENSE - | 1 |
| EMPLOYEES - FULL T | 10 |
| MISC SERVICES | 1 |

within Salt Lake City, Utah at the address indicated

Commencing 1/1/2010

and Ending 12/31/2010

ATTEST:

Christina Meeker

ACTING CITY RECORDER

In Testimony Whereof, I have hereunto set my hand

MAYOR OF SALT LAKE CITY

SALT LAKE CITY UTAH CORPORATE SEAL

INSURE RITE INC
230 SOUTH 500 EAST #580
SLC UT 84102-0000

THIS LICENSE IS NOT TRANSFERABLE

Pitney Bowes
Engineering the flow of communication™

**Lee Yeaton**
Vice President,
Transaction Mail &
Business Recovery Services

Pitney Bowes
2800 Alyssa CT
Naperville, IL 60565
O: 630.369.0186
C: 630.215.8772
F: 203.460.9899
Lee.Yeaton@PB.com
www.pb.com

October 29, 2010

Jim Wilkerson
Executive Vice President
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832

**RE Subcontractor Information**

**4.8.8 Subcontractor Information**
**Name of Subcontractor: Pitney Bowes Management Services, Inc.**

(a) Pitney Bowes Management Services, Inc. understands that it has been named as a subcontractor for this project. As such, Pitney Bowes Management Services, Inc. affirms that it will provide print and mail services that have been outlined in the current Agreement.

As an individual authorized to legally obligate Pitney Bowes Management Services, Inc., I hereby attest to the fact that Pitney Bowes Management Services, Inc., will provide the subcontracted services reserved for it by HDI in the current Agreement. Pitney Bowes Management Services, Inc. and HDI will enter into a subcontract detailing the necessary terms and conditions.

Sincerely,

Signature

10/29/2010
Date

___Lee Yeaton_____
Printed Name

VP Transaction Mail Services_
Title

(b) Below is the ownership information for Pitney Bowes Management Services, Inc..

a. Names, Address, telephone and fax numbers of the entity submitting the proposal.

Pitney Bowes Management Services, Inc.
One Elmcroft Road
Stamford, CT 06926-0700

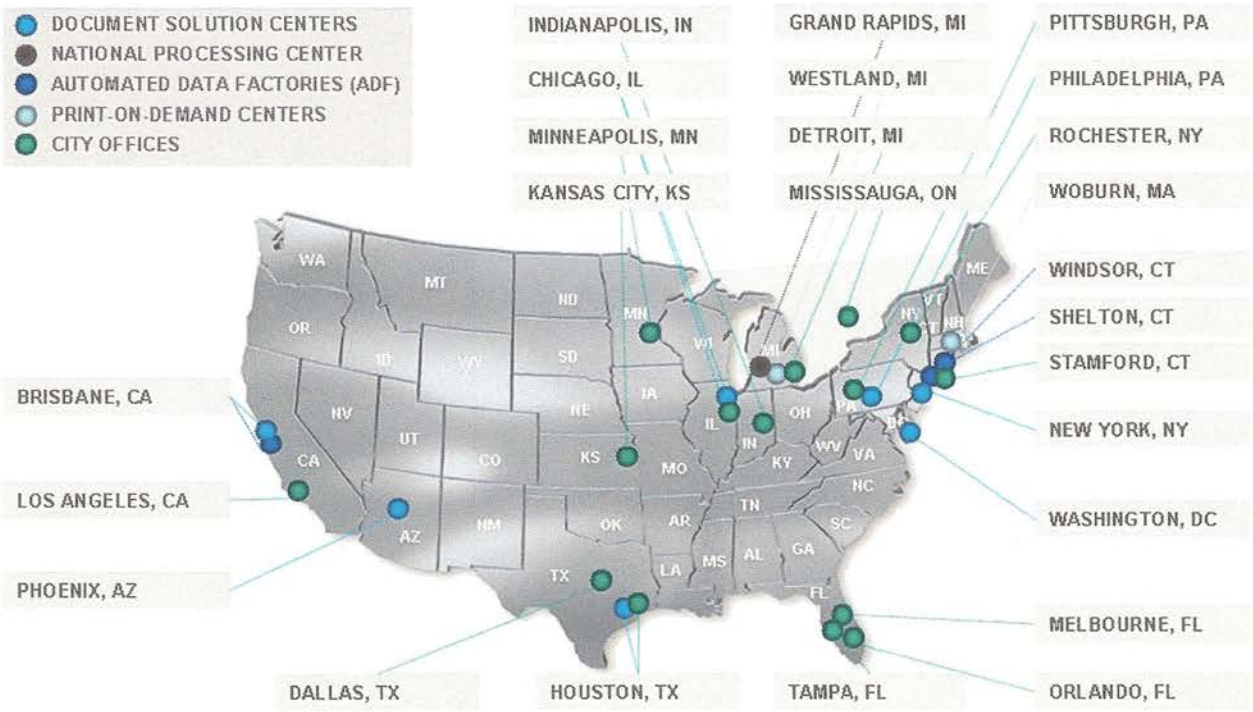
b. Type of business entity (i.e. corporation, partnership, trust, association, subsidiary).
PBMS is a wholly owned subsidiary of Pitney Bowes Inc.

c. The place of incorporation, if applicable.
Delaware

d. The location(s) of all the major offices, locations and other facilities that relate to the Respondent's performance under the terms of this RFO.

PBMS and Pitney Bowes are headquartered in Stamford, Connecticut. Pitney Bowes conducts business in 130 countries through direct and dealer operations. At PBMS, we operate at over 1,600 customer sites throughout the United States, Canada, United Kingdom, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Netherlands, Norway, and Sweden. PBMS has offices in major cities and off-site Document Solution Centers strategically located throughout North America and western Europe.

## PBMS LOCATIONS IN THE UNITED STATES & CANADA




## WEST

**PBMS BRISBANE** Automated Document Factory (ADF) and Document Solution Center
280 Valley Drive
Brisbane, CA 94005
(415) 468-7032

**PBMS LOS ANGELES**
City Office
801 S. Grand Ave., Ste 600
Los Angeles, CA 90017
(213) 438-7260

**PBMS SAN FRANCISCO**
Document Solution Center
55 Hawthorne St., Ste 800
San Francisco, CA 94105
(415) 356-7600

**PBMS PHOENIX**
City Office & Document Solution Center
23751 N 23rd Ave, Ste 190
Phoenix, AZ 85085
(480) 707-0600

**PBMS HOUSTON**
City Office & Document Solution Center
1313 Main Street
Houston, TX 77002
(713) 577-2350

**PBMS DALLAS**
City Office
8150 Springwood, Ste 200
Irving, TX 75063
(972) 409-6156

## MIDWEST

**PBMS CHICAGO** City Office & Document Solution Center
205 N. Michigan Ave., #300
Chicago, IL 60601
(312) 729-0701

**PBMS INDIANAPOLIS**
City Office
550 Congressional Bl, Ste 101
Carmel, IN 46032
(317) 566-2820

**PBMS GRAND RAPIDS**
National Processing Center
4460 44th Street, SE
Grand Rapids, MI 49512
(800) 858-4536

**PBMS DETROIT**
City Office
1324-1346 Rankin Street
Troy, MI 48083
(248) 524-3080

**PBMS WESTLAND**
Print-on-Demand Center
1770 Marie Street
Westland, MI 48185
(734) 727-0295

**PBMS MINNEAPOLIS**
City Office
7905 Golden Triangle Drive
Suite 150
Eden Prairie, MN 55344 (952) 885-7268

**PBMS KANSAS CITY**
City Office
11150 Thompson Avenue
Lenexa, KS 66219
(913) 307-1967

## EAST & CANADA

**PBMS MELBOURNE**
Technology Center
1335 Gateway Dr., # 2003
Melbourne, FL 32901
(321) 953-7250

**PBMS TAMPA** ASC
5310 Cypress Center Drive
Suite 110
Tampa, FL 33609
(813) 639-1110

**PBMS ORLANDO**
City Office
135 W. Central Blvd, # 340
Orlando, FL 32801
(407) 481-8100

**PBMS WASHINGTON, DC**
City Office & Document Solution Center
901 E Street NW
Washington, DC 20004
(202) 223-2230

**PBMS PHILADELPHIA**
Document Solution Center
2000 Hamilton St, Rodin Pl
Philadelphia, PA 19130
(215) 751-9800

**PBMS PITTSBURGH**
City Office
One Gateway Ctr, Ste 675
Pittsburgh, PA 15222
(412) 394-4300

**PBMS HEADQUARTERS**
1 Elmcroft Road
Stamford, CT 06926
(203) 351-5000

**PBMS NEW YORK**
City Office & Document Solution Center
220 East 42nd Street
New York, NY 10017
(917) 351-2944

**PBMS ROCHESTER**
City Office
777 Canal View, Ste 1300
Rochester, NY 14623
(585) 784-9394

**PBMS SHELTON**
Business Recovery Services
27 Waterview Drive
Shelton, CT 06484
(203) 922-5811

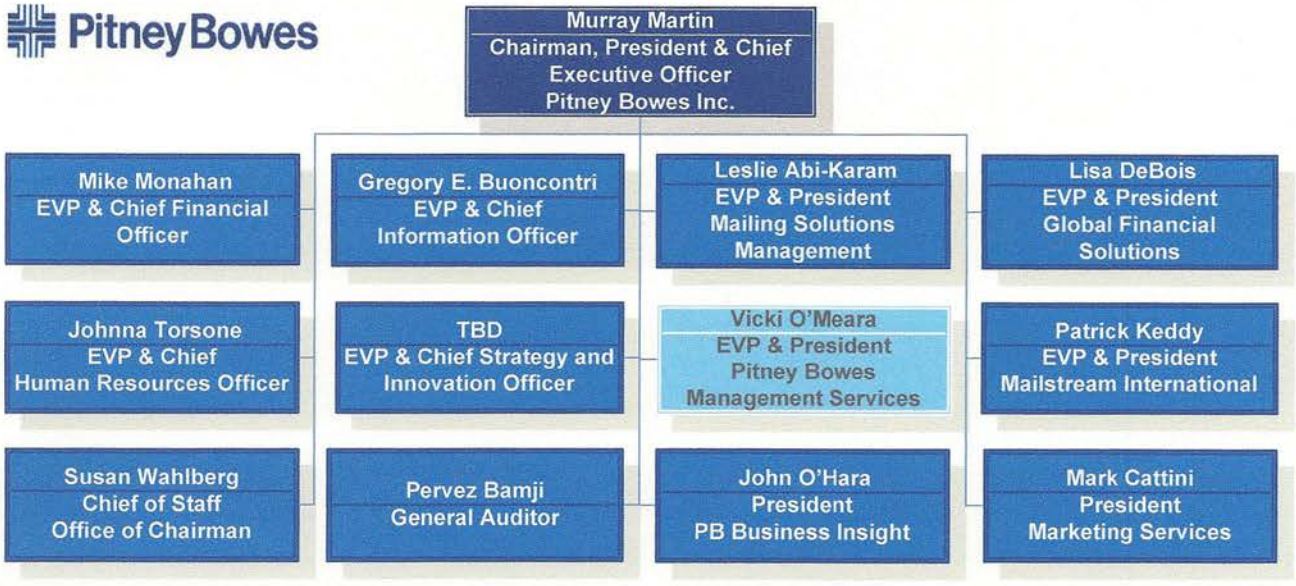
**PBMS WINDSOR**
Automated Data Factory (ADF)
25 International Drive
Windsor, CT 06095
(860) 285-1141

**PBMS WOBURN**
Print-on-Demand Center
4C Gill Street
Woburn, MA 01801
(800) 800-5770

**PBMS of Canada Ltd.**
5500 Explorer Drive
Mississauga, ON L4W 5C7
(905) 219-3000

e. An organizational chart of the Respondent. Include all parent, subsidiary and affiliate companies and explain their relationship to the Respondent.

A high-level organizational chart of Pitney Bowes Inc., the parent company of Pitney Bowes Management Services, Inc. (PBMS), is presented below.




PBMS is organized to be customer focused, responsive to market changes and open to new services opportunities and to meet our longer-term objectives of revenue growth and profitability.

- **Vicki O'Meara, Executive Vice President and President of Pitney Bowes Management Services** heads the leadership team in providing outstanding outsourced mail and document management services to large corporations, law firms, universities, and government agencies globally. Vicki also leads Pitney Bowes' global Government Relations and Postal Affairs initiatives and the Imagitas business.
- **Jennifer Bonilla, President and General Manager of PBMS, U.S.** manages three commercial regions—East, Central and West—and our Legal Solutions operations. This structure enhances our operational effectiveness and fully leverages our solutions and capabilities across these areas.

- **Guido Vanherberghen, President of PBMS International** manages our international business unit.
- **Greg Van den Heuvel, President of Growth Solutions and Strategy** leads the Solutions, Strategy and Strategic Marketing group whose focus is to improve our value propositions and develop and execute new service offerings.
- **Jon Love, President of Government Solutions** manages PBMS' Government Solutions business unit.
- **Mike Leone, Vice President of Global Sales and Marketing** manages our U.S. sales force and tactical marketing team to improve sales effectiveness across PBMS. Mike also works with PBMS International to further align our sales efforts along global lines.
- **Tom Benvenuto, Vice President of Global Operations** oversees Off-site Operations, Global Asset Management, Quality and Service Delivery and leads the integration of our U.S. and European support functions as we move towards one integrated, global business. Tom's focus is to streamline our processes to become more responsive to customers.
- **Rose Velez-Smith, Vice President of Human Resources** manages PBMS' human resources operations.
- **Adam David, Group CFO** provides financial oversight and support.
- **Julie Solomon, Assistant General Counsel** provides legal support.

**PBMS' organization structure is designed to optimize our sales effectiveness, leverage our operational capabilities globally, and drive profitable and sustainable revenue growth.**

The following are Pitney Bowes Inc. subsidiaries:

| COMPANY NAME | INCORP. | COMPANY NAME | INCORP. |
|---|---|---|---|
| Addressing Systems International Holdings Limited | England | International Imaging Limited | England |
| Adrema Leasing Corporation | Delaware | MailCode Holdings, Inc. | Indiana |
| Andean Enterprises, Inc. | Panama | MailCode, Inc. | Delaware |
| Alternative Mail & Parcel Investments Limited | UK | PB Australia Funding Pty. Limited | Australia |
| Archiver Limited f/k/a Micromedia Limited | England | PB Canada Funding Ltd. | Canada |
| Artec International Corporation | California | PB Equipment Management Inc. | Delaware |
| Asterion Direct SAS | France | PB Forms, Inc. | Nebraska |
| B. Williams Funding Corp. | Delaware | PB Historic Renovation LLC | Delaware |
| B. Williams Holding Corp. | Delaware | PB Leasing Corporation | Delaware |
| Canadian Office Services Limited | Canada | PB Miles Inc. | Delaware |
| Cascade Microfilm Systems, Inc. | California | PB Nova Scotia II ULC | Canada |
| Digital Cement Inc. | Delaware | PB Nova Scotia Holdings ULC | Canada |
| Digital Cement Co. | Canada | PB Nova Scotia Holdings II ULC | Canada |
| Dimasi Strategic Research Pty Ltd | Australia | PB Nova Scotia LP | Delaware |
| Elmcroft Road Realty Corporation | Connecticut | PB Partnership Financing Inc. | Delaware |
| Emtex Limited | England | PB Professional Services Inc. | Delaware |
| Emtex Software, Inc. | Florida | | |
| Emtex Software, Inc. | Canada | Pitney Bowes Government Solutions, Inc. | Delaware |
| Encom Europe Limited | England | Pitney Bowes (Asia Pacific) Pte. Ltd | Singapore |
| FSL Holdings Inc. | Connecticut | Pitney Bowes Asterion SAS | France |
| FSL Risk Managers Inc. | New York | Pitney Bowes Australia FAS Pty. Limited | Australia |
| Group 1 Software China Ltd. | Hong Kong | Pitney Bowes Australia Pty Limited | Australia |
| Group 1 Software France SA | France | Pitney Bowes Austria Ges.m.b.H | Austria |
| PBDorm Ireland Limited | Ireland | Pitney Bowes Batsumi Enterprise (Pty) Ltd. | South Africa |
| PCAN Mailing Solutions, Inc./ Solutions D'Affranchissement PCAN Inc. | Canada | Pitney Bowes Belgium NV | Belgium |
| Historic Boardwalk Hall, L.L.C. | Delaware | Pitney Bowes of Canada Ltd. - Pitney Bowes du Canada Ltee | Canada |
| Horizon Management AB | Sweden | Pitney Bowes Canada Holdings Limited | Canada |
| Horizon Scandinavia AB | Sweden | Pitney Bowes China Inc. | Delaware |
| Ibis Consulting, Inc. | Rhode Island | Pitney Bowes Credit Australia Limited | Australia |
| Imagitas, Inc. | Delaware | Pitney Bowes Cross Border Services, Inc | Delaware |
| Imagitas Security Corporation | Massachusetts | Pitney Bowes Danmark A/S (formerly Haro Systemer AS) | Denmark |
| Informatech Inc. | California | Pitney Bowes Data Systems, Ltd. | Delaware |

| COMPANY NAME | INCORP. | COMPANY NAME | INCORP. |
|---|---|---|---|
| Pitney Bowes de Mexico, S.A. de C.V. | Mexico | Pitney Bowes (Malaysia) Sdn Bhd | Malaysia |
| Pitney Bowes Deutschland GmbH | Germany | Pitney Bowes Management Services Belgium, NV | Belgium |
| Pitney Bowes Document Messaging Technologies Limited | England | Pitney Bowes Management Services Canada, Inc.<br>Services de Gestion Pitney Bowes Canada, Inc. | Canada |
| Pitney Bowes (Dormant) Pte Ltd. | Singapore | Pitney Bowes Management Services Denmark, A/S | Denmark |
| Pitney Bowes Espana, S.A. | Spain | Pitney Bowes Management Services Deutschland GmbH | Germany |
| | | Pitney Bowes Management Services Italia S.r.l. | Italy |
| Pitney Bowes Finance plc (formerly PB Leasing Ltd.) | England | Pitney Bowes Management Services Limited | England |
| Pitney Bowes Finance Ireland Limited | Ireland | Pitney Bowes Management Services Netherlands, B.V. | Netherlands |
| Pitney Bowes Global Financial Services LLC | Delaware | Pitney Bowes Management Services Norway A.S. | Norway |
| Pitney Bowes Global Limited | England | Pitney Bowes Management Services Sweden AB | Sweden |
| Pitney Bowes Holding SNC | France | Pitney Bowes Management Services, Inc. | Delaware |
| Pitney Bowes Holdings B.V. | Netherlands | Pitney Bowes MapInfo Business Applications Limited (formerly Southbank Systems Limited) | England |
| Pitney Bowes Holdings Denmark ApS | Denmark | Pitney Bowes MapInfo GDC Limited (formerly Graphical Data Capture Limited) | England |
| Pitney Bowes Holdings Limited | England | Pitney Bowes MapInfo India Private Limited | India |
| Pitney Bowes Hong Kong Limited | Hong Kong | Pitney Bowes MapInfo Scotland Limited (formerly Moleseye Limited) | England |
| Pitney Bowes India Inc. | Delaware | Pitney Bowes MapInfo UK Limited | England |
| Pitney Bowes India Private Limited | India | Pitney Bowes Netherlands B.V. | Netherlands |
| Pitney Bowes Insurance Agency, Inc. | Connecticut | Pitney Bowes New Zealand Limited | New Zealand |
| Pitney Bowes International | Ireland | Pitney Bowes Norge AS | Norway |
| Pitney Bowes International Funding | Ireland | Pitney Bowes Nova Scotia ULC | Canada |
| Pitney Bowes International Holdings, Inc. | Delaware | Pitney Bowes Oy | Finland |
| Pitney Bowes Ireland Limited | Ireland | Pitney Bowes Polska Sp. z.o.o. | Poland |
| Pitney Bowes Italia S.r.l. | Italy | Pitney Bowes Portugal Sociedade Unipessoal, Lda. | Portugal |
| Pitney Bowes International Mail Services Limited | UK | Pitney Bowes Puerto Rico, Inc. | Puerto Rico |
| Pitney Bowes Japan KK | Japan | Pitney Bowes Properties Inc. | Connecticut |
| Pitney Bowes Korea Ltd. | Korea | Pitney Bowes SA (Pty) Ltd. | South Africa |
| Pitney Bowes Limited | England | Pitney Bowes SAS | France |
| Pitney Bowes Luxembourg Holding s.a.r.l | Luxembourg | Pitney Bowes SBS L.L.C. | Delaware |
| Pitney Bowes Luxembourg SARL | Luxembourg | Pitney Bowes Semco Equipamentos E Servicos Ltda | Brazil |
| Pitney Bowes Mail and Messaging Systems (Shanghai) Co., Ltd. | Shanghai | Pitney Bowes Servicios, S.A. de C.V. | Mexico |

| COMPANY NAME | INCORP. | COMPANY NAME | INCORP. |
|---|---|---|---|
| Pitney Bowes Shelton Realty Inc. | Connecticut | PitneyWorks.com L.L.C. | Delaware |
| Pitney Bowes (Singapore) Pte Ltd. | Singapore | Print, Inc. | Washington |
| Pitney Bowes Software Canada Inc. | Canada | PrintValue Solutions, Inc. | Arizona |
| Pitney Bowes Software Europe G.m.b.H | Germany | PSI Group, Inc. | Delaware |
| Pitney Bowes Software Europe Ltd | UK | P. Technical Services Limited | England |
| Pitney Bowes Software G.m.b.H | Germany | Sagent (Indonesia) Pte Ltd. | Singapore |
| Pitney Bowes Software Inc. | Delaware | Sagent (Malaysia) Sdn Bhd | Malaysia |
| Pitney Bowes Software K.K. | Japan | Sales and Service Training Center Inc. | Georgia |
| Pitney Bowes Software Latin America Inc. | Delaware | Secap (Groupe Pitney Bowes) SAS | France |
| Pitney Bowes Software Limited | UK | Secap Technologies Limited | England |
| Pitney Bowes Software Pte Ltd | Singapore | Services Integrations Group, L.P. | Delaware |
| Pitney Bowes Software Pty Ltd | Australia | SIG-GP, L.L.C. | Delaware |
| Pitney Bowes Software SAS | France | Technopli SARL | France |
| Pitney Bowes Svenska Aktiebolag | Sweden | The Pitney Bowes Bank, Inc. | Utah |
| Pitney Bowes (Switzerland) AG | Switzerland | Universal Postal Frankers Ltd. | England |
| Pitney Bowes (Thailand) Limited | Thailand | Wheeler Insurance, Ltd. | Vermont |
| Pitney Bowes USVI, Inc. | Virgin Islands | 1136 Corporation | Delaware |
| PitneyWorks.com Inc. | Delaware | | |

f. Length of time in business.

Pitney Bowes Management Services, Inc. (PBMS) has been in business for 21 years, since 1989.

Pitney Bowes Inc., our parent company, has been in business for 90 years, since 1920.

g. The Respondent's Federal employer identification number and Texas tax identification/registration number (if available) with a copy of local business or Texas tax license.

Pitney Bowes Management Services, Inc.: 13-3587073

01-339 (Rev.9-07/6)

# TEXAS SALES AND USE TAX RESALE CERTIFICATE

| Name of purchaser, firm or agency as shown on permit | Phone *(Area code and number)* |
|---|---|
| **Pitney Bowes Inc** | **813-639-1110** |

Address *(Street & number, P.O. Box or Route number)*

**5310 Cypress Center Dr**

City, State, ZIP code

**Tampa FL 33615**

Texas Sales and Use Tax Permit Number *(must contain 11 digits)*

**1 0 6 0 4 9 5 0 5 0 0**

Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico

*(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)*

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, State, ZIP code: _____

Description of items to be purchased on the attached order or invoice:

**Computer equipment, parts and supplies**

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

**Sales, services, rentals, lease, supplies**

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

| sign here ▶ Purchaser | Title | Date |
|---|---|---|
| [signature] | Tax | 1/1/09 |

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

# HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: *11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts*.

- - Agency Special Instructions/Additional Requirements - -

## SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

a. Respondent (Company) Name: HDI Solutions Inc. State of Texas VID #: 1631047498200

Point of Contact: Leah Scarbrough Phone #: (334) 466-3065

b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No

c. Solicitation #: 11-SKM-TXSURE VIV

## SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

☒ - Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)

☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

| Line Item # - Subcontracting Opportunity Description | Line Item # - Subcontracting Opportunity Description |
|---|---|
| ( #1) - 915-58 Communications and Media Related Services-Mailing Services (Includes, Addressing, Collating, Packaging, Sorting and Delivery) | (#11) - |
| ( #2) - 920-07 Data Processing, Computer, Programming and Software Services- Applications Software for Microcomputer Systems: Business, Mathematical/Statistical, Medical, Scientific | (#12) - |
| ( #3) - 958-23 Management Services-Computer Management Services | (#13) - |
| ( #4) - | (#14) - |
| ( #5) - | (#15) - |
| ( #6) - | (#16) - |
| ( #7) - | (#17) - |
| ( #8) - | (#18) - |
| ( #9) - | (#19) - |
| (#10) - | (#20) - |

*If you have more than twenty subcontracting opportunities, a continuation page is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc

Enter your company's name here: **HDI Solutions, Inc.** Solicitation #: **11-SKM-TXSURE VIV**

**IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at *http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc*.**

## SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

**Line Item #** 1 **Description:** 915-58: Mailing Services

## SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ **- Yes (If Yes, complete SECTION 8 and 10.)** ☒ **- No / Not Applicable (If No or Not Applicable, go to SECTION 5.)**

## SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

**This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.**

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ **- Yes (If Yes, complete SECTION 8 and 10.)** ☒ **- No / Not Applicable (If No or Not Applicable, go to SECTION 6.)**

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

## SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

**Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.**

**a.** Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at ***http://www2.cpa.state.tx.us/cmbl/cmblhub.html***, and its HUB Directory, found at ***http://www2.cpa.state.tx.us/cmbl/hubonly.html***, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

**b.** Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at ***http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/***. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

**c**. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

## SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| Datastream Technologies, LLC | 1743020456400 | 09 / 14 / 2010 | ☐ - Yes ☒ - No |
| Laser Printers and Mailing Services | 1742943835500 | 09 / 14 / 2010 | ☐ - Yes ☒ - No |
| Penguin Suits, Inc. | 1202407614800 | 09 / 14 / 2010 | ☐ - Yes ☒ - No |

## SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| Pitney Bowes | 1060495050000 | 9% | $ 2 million | ☐ - Yes ☒ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

***If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:**

**Pitney Bowes was selected as the subcontractor under the current contract. To provide the State with the best possible services, HDI has decided to maintain the current relationship with Pitney Bowes**

Enter your company's name here: HDI Solutions, Inc. Solicitation #: 11-SKM-TXSURE VIV

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at *http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc*.

## SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 2 Description: 920-07:Applications Software for Microcomputer Sys

## SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☒ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

## SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☒ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

## SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at *http://www2.cpa.state.tx.us/cmbl/cmblhub.html*, and its HUB Directory, found at *http://www2.cpa.state.tx.us/cmbl/hubonly.html*, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at *http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/*. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

## SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| Access Sciences Corporation | 1742429280700 | 09 / 14 / 2010 | ☐ - Yes ☒ - No |
| Avende | 1203155309700 | 09 / 14 / 2010 | ☐ - Yes ☒ - No |
| Cyrus Technology, LLC | 1742955301300 | 09 / 14 / 2010 | ☐ - Yes ☒ - No |

## SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| InsureRite | 1870490300600 | 26% | $5,900,000 | ☐ - Yes ☒ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Insure-Rite, Inc. was selected because they have domain-specific experience in insurance verification for multiple states. HDI will maintain Insure-Rite as the subcontractor for this project.

Enter your company's name here: HDI Solutions, Inc. Solicitation #: 11-SKM-TXSURE VIV

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at *http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc*.

## SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 3 Description: 958-23:Computer Management Services

## SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☒ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

## SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☒ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

## SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at *http://www2.cpa.state.tx.us/cmbl/cmblhub.html*, and its HUB Directory, found at *http://www2.cpa.state.tx.us/cmbl/hubonly.html*, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at *http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/*. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

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List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name | VID # | Notice Date (mm/dd/yyyy) | Was Response Received? |
|---|---|---|---|
| Bravo Technical Resources, Inc. | 1752667126200 | 09 / 14 / 2010 | ☒ - Yes ☐ - No |
| Denauri, Inc. | 1264710430100 | 09 / 14 / 2010 | ☐ - Yes ☒ - No |
| MJH Strategies, LLC | 1263195675700 | 09 / 14 / 2010 | ☐ - Yes ☒ - No |

## SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

| Company Name | VID # | Expected % of Contract | Approximate Dollar Amount | Texas Certified HUB? |
|---|---|---|---|---|
| InsureRite | 1870490300600 | 26% | $5,900,000 | ☐ - Yes ☒ - No* |
| | | % | $ | ☐ - Yes ☐ - No* |

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

InsureRite has been HDI's partner in this contract since the beginning of the current contract. InsureRite's work is unparelleled in the industry, and we would like to continue the strong relationship

## Jonathan Seifried

**From:** Jonathan Seifried
**Sent:** Tuesday, September 14, 2010 2:49 PM
**To:** 'baguilar@datastreamllc.net'
**Subject:** Possible HUB Subcontracting Opportunity

September 14, 2010

Ms. Betty Aguilar
Datastream Technologies, LLC
500 N. Loop 1604 E, Suite 250
San Antonio, Texas 78723

Dear Ms. Aguilar:

HDI Solutions, Inc. is in the process of responding to the Texas Department of Insurance's RFO titled TexasSure Vehicle Insurance Verification (RFO Number 11-SKM-TXSURE VIV).

As the incumbent vendor for this project, HDI may be interested in pursuing certain subcontracting opportunities with your firm. Your company was listed as a HUB under the following classification code on the Texas Centralized Master Bidder's List (CMBL).

915-58 COMMUNICATIONS AND MEDIA RELATED SERVICES- Mailing Services (Includes, Addressing, Collating, Packaging,Sorting and Delivery)

You may obtain and review a copy of the RFO using the following link:

http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=89759

If your company is interested in pursuing possible subcontracting opportunities with HDI for this project, please contact HDI's Director of Business Operations Leah Scarbrough. Ms. Scarbrough's contact information is listed below.

Leah Scarbrough
Director of Business Operations
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
334.466.3065 (office)
leah.scarbrough@hdisolutions.com

Please feel free to contact Ms. Scarbrough if you have any questions, or if you would like to obtain additional information.

*Thanks,*

## Jonathan Seifried

**From:** Jonathan Seifried
**Sent:** Tuesday, September 14, 2010 2:50 PM
**To:** 'katy@lpmsi.com'
**Subject:** Possible HUB Subcontracting Opportunity

September 14, 2010

Ms. Katy Milward
Laser Printers and Mailing Servers
8701 Perrin Beitel Road
San Antonio, Texas 78217

Dear Ms. Milward:

HDI Solutions, Inc. is in the process of responding to the Texas Department of Insurance's RFO titled TexasSure Vehicle Insurance Verification (RFO Number 11-SKM-TXSURE VIV).

As the incumbent vendor for this project, HDI may be interested in pursuing certain subcontracting opportunities with your firm. Your company was listed as a HUB under the following classification code on the Texas Centralized Master Bidder's List (CMBL).

915-58 COMMUNICATIONS AND MEDIA RELATED SERVICES- Mailing Services (Includes, Addressing, Collating, Packaging,Sorting and Delivery)

You may obtain and review a copy of the RFO using the following link:

http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=89759

If your company is interested in pursuing possible subcontracting opportunities with HDI for this project, please contact HDI's Director of Business Operations Leah Scarbrough. Ms. Scarbrough's contact information is listed below.

Leah Scarbrough
Director of Business Operations
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
334.466.3065 (office)
leah.scarbrough@hdisolutions.com

Please feel free to contact Ms. Scarbrough if you have any questions, or if you would like to obtain additional information.

*Thanks,*

## Jonathan Seifried

**From:** Jonathan Seifried
**Sent:** Tuesday, September 14, 2010 2:50 PM
**To:** 'dlamb@penguinsuits.com'
**Subject:** Possible HUB Subcontracting Opportunity

September 14, 2010

Ms. Debra R. Lamb
Penguin Suits, Inc.
100 W. Hosack Street
Boerne, Texas 78006

Dear Ms. Lamb:

HDI Solutions, Inc. is in the process of responding to the Texas Department of Insurance's RFO titled TexasSure Vehicle Insurance Verification (RFO Number 11-SKM-TXSURE VIV).

As the incumbent vendor for this project, HDI may be interested in pursuing certain subcontracting opportunities with your firm. Your company was listed as a HUB under the following classification code on the Texas Centralized Master Bidder's List (CMBL).

915-58 COMMUNICATIONS AND MEDIA RELATED SERVICES- Mailing Services (Includes, Addressing, Collating, Packaging,Sorting and Delivery)

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If your company is interested in pursuing possible subcontracting opportunities with HDI for this project, please contact HDI's Director of Business Operations Leah Scarbrough. Ms. Scarbrough's contact information is listed below.

Leah Scarbrough
Director of Business Operations
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
334.466.3065 (office)
leah.scarbrough@hdisolutions.com

Please feel free to contact Ms. Scarbrough if you have any questions, or if you would like to obtain additional information.

*Thanks,*

## Jonathan Seifried

**From:** Jonathan Seifried
**Sent:** Tuesday, September 14, 2010 2:58 PM
**To:** 'atulek@accesssciences.com'
**Subject:** Possible HUB Subcontracting Opportunity

September 14, 2010

Ms. Janice Anderson
Access Sciences Corporation
1900 West Loop South, Suite 1450
Houston, Texas 77027

Dear Ms. Anderson:

HDI Solutions, Inc. is in the process of responding to the Texas Department of Insurance's RFO titled TexasSure Vehicle Insurance Verification (RFO Number 11-SKM-TXSURE VIV).

As the incumbent vendor for this project, HDI may be interested in pursuing certain subcontracting opportunities with your firm. Your company was listed as a HUB under the following classification code on the Texas Centralized Master Bidder's List (CMBL).

920-07 DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES-
Applications Software for Microcomputer Systems: Business,Mathematical/Statistical, Medical, Scientific, etc.

You may obtain and review a copy of the RFO using the following link:

http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=89759

If your company is interested in pursuing possible subcontracting opportunities with HDI for this project, please contact HDI's Director of Business Operations Leah Scarbrough. Ms. Scarbrough's contact information is listed below.

Leah Scarbrough
Director of Business Operations
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
334.466.3065 (office)
leah.scarbrough@hdisolutions.com

Please feel free to contact Ms. Scarbrough if you have any questions, or if you would like to obtain additional information.

*Thanks,*

Jonathan Seifried, M.A.

## Jonathan Seifried

**From:** Jonathan Seifried
**Sent:** Tuesday, September 14, 2010 3:00 PM
**To:** 'lisa@avendesolutions.com'
**Subject:** Possible HUB Subcontracting Opportunity

September 14, 2010

Ms. Lisa Maxwell
Avende
8701 Shoal Creek Boulevard; Suite 101
Austin, Texas 78757

Dear Ms. Maxwell:

HDI Solutions, Inc. is in the process of responding to the Texas Department of Insurance's RFO titled TexasSure Vehicle Insurance Verification (RFO Number 11-SKM-TXSURE VIV).

As the incumbent vendor for this project, HDI may be interested in pursuing certain subcontracting opportunities with your firm. Your company was listed as a HUB under the following classification code on the Texas Centralized Master Bidder's List (CMBL).

920-07 DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES-
Applications Software for Microcomputer Systems: Business,Mathematical/Statistical, Medical, Scientific, etc.

You may obtain and review a copy of the RFO using the following link:

http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=89759

If your company is interested in pursuing possible subcontracting opportunities with HDI for this project, please contact HDI's Director of Business Operations Leah Scarbrough. Ms. Scarbrough's contact information is listed below.

Leah Scarbrough
Director of Business Operations
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
334.466.3065 (office)
leah.scarbrough@hdisolutions.com

Please feel free to contact Ms. Scarbrough if you have any questions, or if you would like to obtain additional, information.

*Thanks,*

Jonathan Seifried, M.A.

## Jonathan Seifried

**From:** Jonathan Seifried
**Sent:** Tuesday, September 14, 2010 3:01 PM
**To:** 'cyrustech@swbell.net'
**Subject:** Possible HUB Subcontracting Opportunity

September 14, 2010

Ms. Beth Turman
Cyrus Technology, LLC
4404 Heights Drive
Austin, Texas 78746

Dear Ms. Turman:

HDI Solutions, Inc. is in the process of responding to the Texas Department of Insurance's RFO titled TexasSure Vehicle Insurance Verification (RFO Number 11-SKM-TXSURE VIV).

As the incumbent vendor for this project, HDI may be interested in pursuing certain subcontracting opportunities with your firm. Your company was listed as a HUB under the following classification code on the Texas Centralized Master Bidder's List (CMBL).

920-07 DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES-
Applications Software for Microcomputer Systems: Business,Mathematical/Statistical, Medical, Scientific, etc.

You may obtain and review a copy of the RFO using the following link:

http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=89759

If your company is interested in pursuing possible subcontracting opportunities with HDI for this project, please contact HDI's Director of Business Operations Leah Scarbrough. Ms. Scarbrough's contact information is listed below.

Leah Scarbrough
Director of Business Operations
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
334.466.3065 (office)
leah.scarbrough@hdisolutions.com

Please feel free to contact Ms. Scarbrough if you have any questions, or if you would like to obtain additional information.

*Thanks,*

Jonathan Seifried, M.A.

## Jonathan Seifried

**From:** Jonathan Seifried
**Sent:** Tuesday, September 14, 2010 3:20 PM
**To:** 'ajackson@bravotech.com'
**Subject:** Possible HUB Subcontracting Opportunity

September 14, 2010

Mr. Andrew Jackson
Bravo Technical Resources, Inc.
4835 Lyndon B. Johnson Freeway, #1000
Dallas, Texas 75244

Dear Mr. Jackson:

HDI Solutions, Inc. is in the process of responding to the Texas Department of Insurance's RFO titled TexasSure Vehicle Insurance Verification (RFO Number 11-SKM-TXSURE VIV).

As the incumbent vendor for this project, HDI may be interested in pursuing certain subcontracting opportunities with your firm. Your company was listed as a HUB under the following classification code on the Texas Centralized Master Bidder's List (CMBL).

958-23- MANAGEMENT SERVICES- Computer Management Services

You may obtain and review a copy of the RFO using the following link:

http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=89759

If your company is interested in pursuing possible subcontracting opportunities with HDI for this project, please contact HDI's Director of Business Operations Leah Scarbrough. Ms. Scarbrough's contact information is listed below.

Leah Scarbrough
Director of Business Operations
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
334.466.3065 (office)
leah.scarbrough@hdisolutions.com

Please feel free to contact Ms. Scarbrough if you have any questions, or if you would like to obtain additional information.

*Thanks,*

Jonathan Seifried, M.A.

## Jonathan Seifried

**From:** Jonathan Seifried
**Sent:** Tuesday, September 14, 2010 3:20 PM
**To:** 'contact@denauri.com'
**Subject:** Possible HUB Subcontracting Opportunity

September 14, 2010

Ms. Lauri Talbott
Denauri, LLC
701 Brazos Street, Suite 500
Austin, Texas 78701

Dear Ms. Talbott:

HDI Solutions, Inc. is in the process of responding to the Texas Department of Insurance's RFO titled TexasSure Vehicle Insurance Verification (RFO Number 11-SKM-TXSURE VIV).

As the incumbent vendor for this project, HDI may be interested in pursuing certain subcontracting opportunities with your firm. Your company was listed as a HUB under the following classification code on the Texas Centralized Master Bidder's List (CMBL).

958-23- MANAGEMENT SERVICES- Computer Management Services

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Director of Business Operations
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
334.466.3065 (office)
leah.scarbrough@hdisolutions.com

Please feel free to contact Ms. Scarbrough if you have any questions, or if you would like to obtain additional information.

*Thanks,*

## Jonathan Seifried

**From:** Jonathan Seifried
**Sent:** Tuesday, September 14, 2010 3:21 PM
**To:** 'mhiller@mjhstrategies.com'
**Subject:** Possible HUB Subcontracting Opportunity

September 14, 2010

Ms. Marla Hiller
MJH Strategies, LLC
10 Water Front Avenue
Austin, Texas 78734

Dear Ms. Hiller:

HDI Solutions, Inc. is in the process of responding to the Texas Department of Insurance's RFO titled TexasSure Vehicle Insurance Verification (RFO Number 11-SKM-TXSURE VIV).

As the incumbent vendor for this project, HDI may be interested in pursuing certain subcontracting opportunities with your firm. Your company was listed as a HUB under the following classification code on the Texas Centralized Master Bidder's List (CMBL).

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HDI Solutions, Inc.
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Auburn, Alabama 36832
334.466.3065 (office)
leah.scarbrough@hdisolutions.com

Please feel free to contact Ms. Scarbrough if you have any questions, or if you would like to obtain additional information.

*Thanks,*

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## CONDENSED FINANCIAL INFORMATION
## DECEMBER 31, 2009

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
# AUBURN, ALABAMA

## CONTENTS

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This information is confidential and proprietary

HIMMELWRIGHT, HUGULEY & BOLES, LLC
*Certified Public Accountants*

**Report of Independent Auditors**

To the Stockholders
HDI Solutions, Inc. and Subsidiary
Auburn, Alabama

We have audited, in accordance with auditing standards generally accepted in the United States of America, the consolidated balance sheet of HDI Solution, Inc. and Subsidiary as of December 31, 2009, and the related consolidated statements of income and cash flows for the year then ended (not presented herein); and in our report dated March 24, 2010, we expressed an unqualified opinion except for the effects of the Company not consolidating its variable interest entity in its consolidated financial statements, on those consolidated financial statements.

In our opinion, the information set forth in the accompanying condensed financial statements is fairly stated, in all material respects, in relation to the consolidated financial statements from which it has been derived. Accounting principles generally accepted in the United States require consolidation of a subsidiary. HDI Solutions, Inc. owns 92% of Health Information Designs, Inc. These statements only present HDI Solutions, Inc. and do not contain the consolidated subsidiary.

April 13, 2010

*P.O. Box 3066 • Auburn, Al 36831-3066 • 334.887.0772 • fax 334.887.0823*
*Members American Institute of Certified Public Accountants*

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## BALANCE SHEET
## DECEMBER 31, 2009

| | |
|---|---|
| Current Assets | |
| Cash and cash equivalents | $ 181,299 |
| Certificate of deposit | 132,112 |
| Accounts receivable | 1,224,555 |
| Unbilled accounts receivable | 125,647 |
| Accrued interest receivable | 23,987 |
| Prepaid expenses and other current assets | 44,920 |
| Total current assets | 1,732,520 |
| Net property, plant and equipment | 732,250 |
| Other Assets | |
| Investment in HID | 287,322 |
| Stockholder receivables | 61,395 |
| Deposits | 4,507 |
| Total other assets | 353,224 |
| Total assets | $ 2,817,994 |

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## BALANCE SHEET
## DECEMBER 31, 2009

| | |
|---|---|
| Current Liabilities: | |
| Accrued liabilities | $ 110,424 |
| Accrued salaries | 111,177 |
| Accrued interest payable | 249,917 |
| Payroll taxes payable | 44,136 |
| Unearned revenue | 60,000 |
| Current portion of long-term debt | 32,678 |
| Total current liabilities | 608,332 |
| Long-term Liabilities | |
| Noncurrent maturities of long-term debt | 68,736 |
| Note payable - HID | 1,055,076 |
| Total Long-term liabilities | 1,123,812 |
| Total liabilities | 1,732,144 |
| Stockholders' equity: | |
| Common stock, authorized, issued and outstanding | 1,000 |
| Distributions | (420,000) |
| Retained earnings | 1,504,850 |
| Total stockholders' equity | 1,085,850 |
| Total liabilities and stockholders' equity | $2,817,994 |

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## STATEMENT OF INCOME
## DECEMBER 31, 2009

| | |
|---|---|
| Revenue | $ 5,381,767 |
| Operating expenses | 5,221,576 |
| Income from operations | 160,191 |
| Other income (expense): | |
| Gain on disposal of assets | 2,005 |
| Interest income | 2,374 |
| Interest expense | (39,824) |
| Total other income (expense) | (35,445) |
| Income before income taxes | 124,746 |
| Benefit for income taxes | - |
| Net income | $ 124,746 |

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## CONDENSED FINANCIAL INFORMATION
## DECEMBER 31, 2008

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
# AUBURN, ALABAMA

## CONTENTS

Report of Independent Auditors ..... 1

Balance Sheet ..... 2-3

Statement of Income ..... 4

This information is confidential and proprietary

HIMMELWRIGHT, HUGULEY & BOLES, LLC
*Certified Public Accountants*

**Report of Independent Auditors**

To the Stockholders
HDI Solutions, Inc. and Subsidiary
Auburn, Alabama

We have audited, in accordance with auditing standards generally accepted in the United States of America, the consolidated balance sheet of HDI Solution, Inc. and Subsidiary as of December 31, 2008, and the related consolidated statements of income and cash flows for the year then ended (not presented herein); and in our report dated July 8, 2009, we expressed an unqualified opinion except for the effects of the Company not consolidating its variable interest entity in its consolidated financial statements, on those consolidated financial statements.

In our opinion, the information set forth in the accompanying condensed financial statements is fairly stated, in all material respects, in relation to the consolidated financial statements from which it has been derived.

July 8, 2009

*P.O. Box 3066 • Auburn, Al 36831-3066 • 334.887.0772 • fax 334.887.0823*
*Members American Institute of Certified Public Accountants*

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## BALANCE SHEET
## DECEMBER 31, 2008

| | |
|---|---|
| Current Assets | |
| Cash and cash equivalents | $ 95,824 |
| Certificate of deposit | 132,112 |
| Accounts receivable | 1,130,677 |
| Unbilled accounts receivable | 201,830 |
| Accrued interest receivable | 21,613 |
| Prepaid expenses and other current assets | 33,380 |
| Total current assets | 1,615,436 |
| Net property, plant and equipment | 711,779 |
| Other Assets | |
| Investment in HID | 287,322 |
| Stockholder receivables | 22,638 |
| Total other assets | 309,960 |
| Total assets | $ 2,637,175 |

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## BALANCE SHEET
## DECEMBER 31, 2008

| | |
|---|---|
| Current Liabilities: | |
| Accrued liabilities | $ 182,111 |
| Accrued salaries | 229,510 |
| Accrued interest payable | 217,615 |
| Payroll taxes payable | 11,830 |
| Current portion of long-term debt | 23,216 |
| Total current liabilities | 664,282 |
| Long-term Liabilities | |
| Noncurrent maturities of long-term debt | 39,565 |
| Note payable - HID | 552,224 |
| Total Long-term liabilities | 591,789 |
| Total liabilities | 1,256,071 |
| Stockholders' equity: | |
| Common stock, authorized, issued and outstanding | 1,000 |
| Distributions | (6,061,506) |
| Retained earnings | 7,441,610 |
| Total stockholders' equity | 1,381,104 |
| Total liabilities and stockholders' equity | $2,637,175 |

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## STATEMENT OF INCOME
## DECEMBER 31, 2008

| | |
|---|---|
| Revenue | $ 5,952,617 |
| Operating expenses | 5,061,888 |
| Income from operations | 890,729 |
| Other income (expense): | |
| Proceeds from life insurance | 6,061,506 |
| Interest income | 6,584 |
| Interest expense | (67,609) |
| Total other income (expense) | 6,000,481 |
| Income before income taxes | 6,891,210 |
| Benefit for income taxes | 232,167 |
| Net income | $ 7,123,377 |

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## CONDENSED FINANCIAL INFORMATION
## DECEMBER 31, 2007

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
# AUBURN, ALABAMA

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Report of Independent Auditors ..... 1

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HIMMELWRIGHT & HUGULEY, LLC

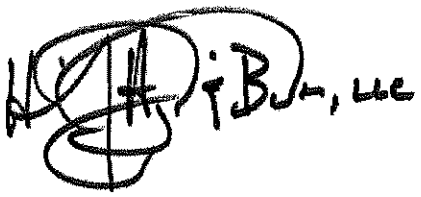
*Certified Public Accountants*

**Report of Independent Auditors**

To the Stockholders
HDI Solutions, Inc. and Subsidiary
Auburn, Alabama

We have audited, in accordance with auditing standards generally accepted in the United States of America, the consolidated balance sheet of HDI Solution, Inc. and Subsidiary as of December 31, 2007, and the related consolidated statements of income and cash flows for the year then ended (not presented herein); and in our report dated May 12, 2008, we expressed an unqualified opinion except for the effects of the Company not consolidating its variable interest entity in its consolidated financial statements, on those consolidated financial statements.

In our opinion, the information set forth in the accompanying condensed financial statements is fairly stated, in all material respects, in relation to the consolidated financial statements from which it has been derived.



May 16, 2008

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## BALANCE SHEET
## DECEMBER 31, 2007

| | |
|---|---|
| Current Assets | |
| Cash and cash equivalents | $ 5,123 |
| Certificate of deposit | 126,530 |
| Accounts receivable | 1,499,185 |
| Unbilled accounts receivable | 2,508,506 |
| Accrued interest receivable | 20,611 |
| Prepaid expenses and other current assets | 55,214 |
| Total current assets | 4,215,169 |
| Net property, plant and equipment | 621,396 |
| Other Assets | |
| Investment in HID | 287,322 |
| Stockholder receivables | 22,638 |
| Deposits | 6,517 |
| Total other assets | 316,477 |
| Total assets | $ 5,153,042 |

This information is confidential and proprietary

# HDI SOLUTIONS, INC.
## BALANCE SHEET
## DECEMBER 31, 2007

| | |
|---|---|
| Current Liabilities: | |
| Accrued liabilities | $2,097,096 |
| Accrued salaries | 172,611 |
| Accrued interest payable | 180,715 |
| Payroll taxes payable | 56,588 |
| Related party payable | 100,000 |
| Deferred income taxes | 280,011 |
| Current portion of long-term debt | 21,009 |
| Total current liabilities | 2,908,030 |
| Long-term Liabilities | |
| Noncurrent maturities of long-term debt | 31,125 |
| Note payable - HID | 1,589,719 |
| Total Long-term liabilities | 1,620,844 |
| Total liabilities | 4,528,874 |
| Stockholders' equity: | |
| Common stock, $.0002 par value, 5,000,000 authorized, issued and outstanding | 1,000 |
| Retained earnings | 623,168 |
| Total stockholders' equity | 624,168 |
| Total liabilities and stockholders' equity | $5,153,042 |

This information is confidential and proprietary

**HDI SOLUTIONS, INC.**
**STATEMENT OF INCOME**
**DECEMBER 31, 2007**

| | |
|---|---|
| Revenue | $ 13,625,682 |
| Operating expenses | 12,631,414 |
| Income from operations | 994,268 |
| Other income (expense): | |
| Loss on sale of fixed assets | (16,190) |
| Interest income | 36,683 |
| Interest expense | (187,567) |
| Total other income (expense) | (167,074) |
| Income before income taxes | 827,194 |
| Income tax provision | 323,353 |
| Net | $ 503,841 |

## CJIS Security Policy Requirements

| TDI Requirements | Comply (Y/N) | HDI Response |
|---|---|---|
| CJIS Security Addendum | **Y** | HDI will maintain a security program consistent with federal, and state laws, regulations, and standards, as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB). |
| Management Control Agreement | **Y** | HDI will sign a management control agreement in the course of applying for TLETS connectivity. |
| Physical Security | **Y** | HDI will include required documents for documentation of HDI physical security. HDI's building is secure in that admission is limited to employees. Prospective employees must pass a background screening prior to employment. |
| Network Security | **Y** | HDI will provide details about the network security. This will include complete network diagrams, 128-bit encryption where applicable, user authentication, policies about remote access, specifications for specific routers, firewalls, and intrusion detection, administration of network components, defenses against malicious code, and a statement attesting that operating systems are at the most recent updates. |
| 3.01 The Contractor shall maintain a security program which complies with this Security Addendum. | **Y** | HDI acknowledges this requirement and will meet it. |
| **3.02 The Contractor shall assign a Security Officer accountable for the management of this security program.** | **Y** | HDI accepts the requirement. HDI has experience and expertise in developing and deploying security programs and will bring these qualities to bear on this program as well. |
| **3.03 The Contractor shall document the security program in a Security Plan.** | **Y** | HDI accepts the requirement. HDI will write a detailed security plan and submit it for approval. |

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|---|---|---|
| **3.04 The Contractor shall provide for a Security Training Program for all Contractor personnel engaged in the management, development, operation, and/or maintenance of criminal justice systems and facilities.** Annual refresher training shall also be provided. | **Y** | HDI accepts the requirement. All of HDI's employees undergo training concerning security issues and sign non-disclosure agreements. Our history with supporting the security requirements set forth by the CJIS Security Policy shows our familiarity with such issues. We will undergo a refresher training course annually to make sure we are constantly compliant. |
| **3.05 The Contractor shall establish a security violation response and reporting procedure to discover, investigate, document, and report on all security violations.** | **Y** | HDI accepts the requirement. HDI will develop a detailed security violation response plan that integrates all the details of the CJIS Security Policy. Specifically, the demands of section 5 will be met. |
| **3.06 The Contractor's facilities will be subject to unannounced security inspections performed by the CGA.** | **Y** | HDI accepts the requirement. HDI always welcomes visits, inspections, and audits from our clients. |
| **3.07 The security plan is subject to annual review by the CJA and the Contractor.** | **Y** | HDI accepts the requirement. HDI reviews our security and business continuity plans on an annual basis, if not more frequently, as the situation deems appropriate. |
| **3.08 The Contractor and its employees will comply with all federal and state laws, rules, procedures and policies formally adopted by the FBI and the CJIS APB, including those governing criminal history record information.** | **Y** | HDI accepts the requirement. HDI already conducts criminal background checks on all of its employees. We fully expect our employees to obey the letter as well as the spirit of the law. |
| **4.01 The Contractor shall dedicate and maintain control of the facilities, or areas of facilities, that support the CGA.** | **Y** | HDI accepts the requirement. The data center and the co-location site will be appropriately secure. HDI already maintains facilities security. |
| **4.02 All terminals physically or logically connected to the computer system accessing NCIC and the criminal justice files must be segregated and screened against unauthorized use or observation.** | **Y** | HDI accepts the requirement. No unauthorized personnel will be allowed in the area or the building. |
| 5.01 Only employees of the Contractor, employees of CGA, the Agency Liaison, and such other persons as may be granted authorization by the CGA shall be permitted | **Y** | HDI accepts the requirement. Only authorized personnel will be allowed access to the plant or the system. |

| | | |
|---|---|---|
| access to the system. | | |
| 5.02 The Contractor shall maintain appropriate and reasonable quality assurance procedures. | **Y** | HDI accepts the requirement. As described in the Implementation plan, HDI will appoint a Quality Assurance officer who will develop procedures & protocols. The purpose of these protocols will be to ensure quality of the system as well as quality of the security protocols. |
| 5.03 Access to the system shall be available only for official purposes consistent with the appended Agreement. Any dissemination of NCIC data to authorized employees of the Contractor is to be for their official purposes. | **Y** | HDI accepts the requirement. HDI is familiar with the requirement to use available information only for the purpose to which access was intended. |

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| 5.04 Information contained in or about the system will not be provided to agencies other than the CGA or another entity which is specifically designated in the contract. | **Y** | HDI accepts the requirement. HDI will not disclose any information to any agency other than that defined in the contract or designated by the CGA. |
| 5.05 All criminal history record information requests must be envisioned and authorized by the appended Agreement. A current up-to-date log concerning access and dissemination of criminal history record information shall be maintained at all times by the Contractor. | **Y** | HDI accepts the requirement. All criminal history clearances are kept with a copy placed in the employee's records. |
| 5.06 The Contractor will ensure that its inquiries of NCIC and any subsequent dissemination conforms with applicable FBI/NCIC policies and regulations, as set forth in (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the Policy and Reference Manual; (4) the CJIS Security Policy; and (5) Title 28, Code of Federal Regulations, Part 20. All disseminations will be considered as "Unclassified, For Official Use Only." | **Y** | HDI accepts the requirement. HDI will abide by the stated policies and regulations. |
| 5.07 The Contractor shall protect against any unauthorized persons gaining access to the equipment, any of the data, or the operational documentation for the criminal justice information system. In no event shall | **Y** | HDI accepts the requirement. HDI protects the physical plant from unauthorized entry. In addition, HDI protects the computer systems from unauthorized entry. HDI will never disseminate TDI information except as defined by the contract and approved by TDI. |

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| copies of messages or criminal history record information be disseminated other than as envisioned and governed by the appended Agreement. | | |
| 6.01 Appropriate background investigations must be conducted on all Contractor employees and the Contractor's vendors which provide system maintenance support. | **Y** | HDI accepts the requirement. HDI already conducts background checks on all prospective employees and is willing to make the checks more comprehensive. |
| 6.02 Thorough background screening by the CGA is required. Record checks must be completed prior to employment and the person receiving access. | **Y** | HDI accepts the requirement. HDI will not employ any person until the back ground check is complete. |
| 6.03 When a request is received by the CTA before system access is granted: (DPS expectation: In instances where the CGA is a non-criminal justice agency, the criminal justice agency will perform the duties described below for the CGA.)<br><br>The contractor will follow the protocol laid out in the security addendum. | **Y** | HDI accepts the requirement. HDI is comfortable with this requirement due to its work involving narcotic control and the attendant culture. |
| 6.04 The investigation of the applicant's background shall also include contacting of employers (past or present) and personal references. | **Y** | HDI accepts the requirement. HDI conducts these investigations as a matter of course within the limitations of employment law. |
| 6.05 The Security Officer shall maintain a list of personnel who successfully completed the background investigation. (DPS expectation: The | **Y** | HDI accepts the requirement. All such records are available for inspection at any time. If or when the contract is terminated, HDI understands that access to the data and system will likewise be terminated. |

| | | |
|---|---|---|
| approved list will be available for review by CGA/CJA and CTA. Upon termination of employment or access, the person's system access will be deleted at the contractor site and criminal justice agency customers notified so that any local system access will be likewise revoked/deleted.) | | |
| 6.06 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. | **Y** | HDI accepts the requirement and will facilitate the CGA activity along these lines. |
| 6.07 The CGA shall ensure that each Contractor employee authorized to access CJIS network terminals or information provided there from is specially trained in the state and federal laws and rules governing the security and integrity of criminal justice information. | **Y** | HDI accepts the requirement and will help CGA. Among HDI's full-time staff are licensed attorneys. |

| | | |
|---|---|---|
| **6.08 All visitors to sensitive areas of Contractor facilities must be escorted at all times by a Contractor employee with clearance.** Names of all visitors shall be recorded in a visitor log, to include date and time of visit, name of visitor, purpose of visit, name of person visiting, and date and time of departure. The visitor logs shall be maintained for five years following the termination of the contract.<br>(DPS expectation: Sensitive areas include anywhere within data center housing equipment that processes CGA/CJA's data.) | **Y** | HDI accepts the requirement and presently has such a policy. |
| 7.01 Transmission, processing, and storage of CJA information shall be conducted on dedicated systems. Increased reliance should be placed on technical measures to support the ability to identify and account for all activities on a system and to preserve system integrity. **(DPS expectations: The systems will be dedicated to the functions of the contract, but are not restricted to providing service only to the CGA. This is a shared responsibility of the CJA/CGA/Contractor.)** | **Y** | HDI accepts the requirement. HDI computer systems log all use and users must use their unique log in name and password. System integrity is paramount and so access is tiered. Personnel are given access to areas of the data only on a "need to know" basis. |
| 7.02 The system shall include the following technical security measures: (DPS expectation: These technical security measures will be documented in the required Security Plan and are a shared responsibility of the CJA/CGA/Contractor. See CJIS Security Policy for minimum requirements.)<br><br>a. unique identification and authentication for all interactive sessions; | **Y** | HDI accepts the requirement. |

| | | |
|---|---|---|
| b. if warranted by the nature of the contract, advanced authentication techniques in the form of digital signatures and certificates, biometric or encryption for remote communications;<br><br>c. security audit capability for interactive sessions and transaction based logging for message-based sessions; this audit shall be enabled at the system and application level;<br><br>d. access control mechanisms to enable access to be restricted by object (e.g., data set, volumes, files, records) to include the ability to read, write, or delete the objects;<br><br>e. ORI identification and access control restrictions for message based access;<br><br>f. system and data integrity controls;<br><br>g. access controls on communications devices;<br><br>h. confidentiality controls (e.g., partitioned drives, encryption, and object reuse). | | |
| 7.03 Data encryption shall be | **Y** | HDI accepts the requirement. HDI is conversant with encryption techniques. |

| | | |
|---|---|---|
| required throughout the network passing through a shared public carrier network. | | |
| 7.04 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel. *(DPS expectation: Secure storage and disposal will be documented in the required Security Plan and meet all requirements of the CJIS Security Policy.)* | **Y** | HDI accepts the requirement. HDI has protocols in place that define the proper handling of hard copy confidential data. When appropriate, the material is destroyed in a manner that preserves confidentiality. |
| 7.05 The Contractor shall establish a procedure for sanitizing all fixed storage media (e.g., disks, drives) at the completion of the contract and/or before it is returned for maintenance, disposal or reuse. Sanitization procedures include overwriting the media and/or degaussing the media. If media cannot be successfully sanitized it must be returned to the CGA or destroyed. *(DPS expectation: Sanitizing media will be documented in the required Security Plan.)* | **Y** | HDI accepts the requirement. As with the hard copy data, once media is to be destroyed, it must be done so in a manner that precludes recovery of the data. |
| 8.01 Consistent with Section 3.05, the Contractor agrees to inform the CGA of system violations. The Contractor further agrees to immediately remove | **Y** | HDI accepts the requirement. HDI will immediately report any and all system violations. |

| | | |
|---|---|---|
| any employee from assignments covered by this contract for security violations pending investigation. Any violation of system discipline or operational policies related to system discipline are grounds for termination, which shall be immediately reported to the AC in writing. | | |
| 8.02 The CGA must report security violations to the CTO and the Director, FBI, along with indications of actions taken by the CGA and Contractor. *(DPS expectations: notice to the CTO will be forwarded to the FBI CJIS Division, and constitutes notice to the Director, FBI. We will check with FBI and provide an address for the FBI Director or his designee, if desired by FBI.)* | **Y** | HDI accepts the requirement. |
| 8.03 Security violations can justify termination of the appended agreement. | **Y** | HDI accepts the requirement. |

| | | |
|---|---|---|
| 8.04 Upon notification, the FBI reserves the right to:<br><br>a. Investigate or decline to investigate any report of unauthorized use;<br><br>b. Suspend or terminate access and services, including the actual NCIC telecommunications link. The FBI will provide the CTO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing criminal history record information must be deleted or returned to the CGA. | **Y** | HDI accepts the requirement. |
| **8.05 The FBI reserves the right to audit the Contractor's operations and procedures at scheduled or unscheduled times.** The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum. | **Y** | HDI accepts the requirement. HDI welcomes inspections and audits by its clients. |
| **9.01** This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CTA, and FBI. | **Y** | HDI accepts the requirement. |
| **9.02** The following documents are incorporated by reference and made part of this agreement:<br>(1) the Security Addendum;<br>(2) the NCIC 2000 Operating Manual; | **Y** | HDI accepts the requirement. |

| | | |
|---|---|---|
| (3) the Policy and Reference Manual;<br>(4) the CJIS Security Policy; and<br>(5)Title 28, Code of Federal Regulations, Part 20.<br>The parties are also subject to applicable federal and state laws and regulations. | | |
| **9.03** The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor. | **Y** | HDI accepts the requirement. |
| 9.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI. | **Y** | HDI accepts the requirement. |
| **9.05 All notices and correspondence shall be forwarded by First Class mail to:**<br><br>Assistant Director<br>Criminal Justice Information Services Division, FBI<br>1000 Custer Hollow Road<br>Clarksburg, West Virginia 26306 | **Y** | HDI accepts the requirement. |

The essence of security is to keep information out of the hands of unauthorized people. The difficulty is, allowing authorized personnel access while denying it to unauthorized people. Juggling these opposing needs is where HDI's expertise makes a difference. With our RxExplorer, PACT, AL MLI, and other interfaces, we have been able to maintain secure systems that allow authorized users access. These programs contain Protected Health Information, financial data, insurance data, motor vehicle data, and tax information. We have never suffered a security breach of these systems. Nevertheless, we do not "rest on our laurels," but rather, we aggressively pursue and use whatever technology is available to enhance security. We know that malicious entities are ever watchful for a way to penetrate seemingly secure systems.

July 26, 2010
Texas Department of Public Safety
Driver Improvement and Compliance Bureau
Attn: Cheryl Garren
5805 North Lamar
Austin, Texas 78752

**RE: CJIS Security Policy Non-Disclosure Agreement for RFO No: 11-SKM-TxSure VIV**

Ms. Garren:

Please see the attached, signed non-disclosure agreements on behalf of HDI Solutions, Inc. allowing our company to obtain a copy of the CJIS Security Policy.

If you will be sending a hard copy, please send to the following address:

HDI Solutions, Inc.
Attn: Jonathan Seifried
1510 Pumphrey Avenue
Auburn, Alabama 36832

If you have any questions, or if there is further information that I can provide, please do not hesitate to contact me by phone at (334) 466-3077 or via e-mail at jonathan.seifried@hdisolutions.com.

Sincerely,

Jonathan Seifried, M.A.
Project Management Specialist
HDI Solutions, Inc.

# NON-DISCLOSURE AGREEMENT WITH

# TEXAS DEPARTMENT OF PUBLIC SAFETY

# REGARDING SENSITIVE OR ACQUISITION INFORMATION

TO: PARTIES RECEIVING SENSITIVE DOCUMENTS ASSOCIATED WITH THE TEXASSURE VEHICLE INSURANCE VERIFICATION REQUEST FOR OFFERS

FROM: TEXAS DEPARTMENT OF PUBLIC SAFETY (DPS)

SUBJECT: Certification Regarding Non-disclosure of Sensitive or Acquisition Information; Specifically, Criminal Justice Information System (CJIS) Security Policy

The proper custody, use, and preservation of official state and national information related to procurements cannot be overemphasized. It is essential that all personnel associated with acquisitions, including respondents to a request for offers, strictly comply with the applicable provisions of policy, law and regulation. In order to protect the criminal justice security required for the Federal Bureau of Investigation (FBI) and the National Law Enforcement Telecommunications (NLETS) systems, the DPS requires that you execute the following certification prior to receipt of the above cited documents.

Please reproduce this agreement and have it signed by every employee who will have access to the above-cited document. Return all signed original non-disclosure agreements to the DPS prior to requesting the CJIS Security Policy. Only one copy of the CJIS Security Policy will be provided from the DPS to any vendor, regardless of the number of non-disclosure agreements received from that vendor.

I understand that unless otherwise authorized, the release of above-cited CJIS Security Policy or information concerning the documents shall be at the sole discretion and direction of the DPS, consistent with the policies of the FBI, NLETS, and applicable laws and regulations.

*I will not disclose or otherwise release the documents to anyone other than the following: a) the DPS; and, b) employees or subcontractors of the vendor associated with preparation of a proposal who have a need to see the documents and who have executed this nondisclosure agreement and forwarded it to DPS.*

*I will use the above CJIS Security Policy only for the purpose of preparing a response to the Request for Offers regarding TexasSure Vehicle Insurance Verification.*

*I will <u>not</u> make a copy through any medium of any part of the CJIS Security Policy.*

*I will return the original of the CJIS Security Policy to DPS on or before the deadline stated in the RFO for proposal submissions.*

If, upon review of the Request for Offers (RFO), my company elects not to respond, I will return all copies of the above-cited documents to DPS on or before the deadline stated in the RFO for proposal submissions.

*I am aware that the unauthorized use or disclosure of these documents may subject me and/or my company to criminal, civil, and/or administrative penalties.*

*If, for any reason, the above cited documents are released from my custody or are provided to or accessed by a person who has not signed this agreement, I will provide written notice to Cheryl Garren at the address, fax, or email identified in the RFO. This notice will be provided within two days of the event and will contain a detailed written description of the event.*

*I understand that this certification remains in effect until I return all originals of the above-cited CJIS Security Policy to DPS at the address identified in the RFO.*

Texas law governs this agreement and the venue for any litigation shall be Travis County, Texas, in a court of competent jurisdiction.

In order to receive the above-cited documents you must first provide DPS with a copy of this non-disclosure agreement containing an original signature of a person who requires access to the documents. Any questions regarding the proper handling of information in this project should be addressed to Cheryl Garren at the address, fax, or email identified in the RFO.

I have read and fully understand this non-disclosure agreement with the DPS. I am legally competent to execute this contract and I do so of my own free will and accord, without reliance on any representation of any kind or character by the DPS that is not expressly set forth herein. I understand that I have the opportunity to consult with a lawyer prior to signing this agreement. I will comply with this agreement.

Signature: Jonathan Seifried Date: 7/26/10

Printed Name: Jonathan Seifried

Company Name: HDI Solutions, Inc.

Contact Number: (334) 466-3077

# NON-DISCLOSURE AGREEMENT WITH

# TEXAS DEPARTMENT OF PUBLIC SAFETY

# REGARDING SENSITIVE OR ACQUISITION INFORMATION

TO: PARTIES RECEIVING SENSITIVE DOCUMENTS ASSOCIATED WITH THE TEXASSURE VEHICLE INSURANCE VERIFICATION REQUEST FOR OFFERS

FROM: TEXAS DEPARTMENT OF PUBLIC SAFETY (DPS)

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The proper custody, use, and preservation of official state and national information related to procurements cannot be overemphasized. It is essential that all personnel associated with acquisitions, including respondents to a request for offers, strictly comply with the applicable provisions of policy, law and regulation. In order to protect the criminal justice security required for the Federal Bureau of Investigation (FBI) and the National Law Enforcement Telecommunications (NLETS) systems, the DPS requires that you execute the following certification prior to receipt of the above cited documents.

Please reproduce this agreement and have it signed by every employee who will have access to the above-cited document. Return all signed original non-disclosure agreements to the DPS prior to requesting the CJIS Security Policy. Only one copy of the CJIS Security Policy will be provided from the DPS to any vendor, regardless of the number of non-disclosure agreements received from that vendor.

I understand that unless otherwise authorized, the release of above-cited CJIS Security Policy or information concerning the documents shall be at the sole discretion and direction of the DPS, consistent with the policies of the FBI, NLETS, and applicable laws and regulations.

*I will not disclose or otherwise release the documents to anyone other than the following: a) the DPS; and, b) employees or subcontractors of the vendor associated with preparation of a proposal who have a need to see the documents and who have executed this nondisclosure agreement and forwarded it to DPS.*

*I will use the above CJIS Security Policy only for the purpose of preparing a response to the Request for Offers regarding TexasSure Vehicle Insurance Verification.*

*I will <u>not</u> make a copy through any medium of any part of the CJIS Security Policy.*

*I will return the original of the CJIS Security Policy to DPS on or before the deadline stated in the RFO for proposal submissions.*

If, upon review of the Request for Offers (RFO), my company elects not to respond, I will return all copies of the above-cited documents to DPS on or before the deadline stated in the RFO for proposal submissions.

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*If, for any reason, the above cited documents are released from my custody or are provided to or accessed by a person who has not signed this agreement, I will provide written notice to Cheryl Garren at the address, fax, or email identified in the RFO. This notice will be provided within two days of the event and will contain a detailed written description of the event.*

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I have read and fully understand this non-disclosure agreement with the DPS. I am legally competent to execute this contract and I do so of my own free will and accord, without reliance on any representation of any kind or character by the DPS that is not expressly set forth herein. I understand that I have the opportunity to consult with a lawyer prior to signing this agreement. I will comply with this agreement.

Signature: Leah J. Scarbrough Date: 7/26/10

Printed Name: Leah J. Scarbrough

Company Name: HDI Solutions, Inc.

Contact Number: (334) 466-3065

# NON-DISCLOSURE AGREEMENT WITH

# TEXAS DEPARTMENT OF PUBLIC SAFETY

# REGARDING SENSITIVE OR ACQUISITION INFORMATION

TO: PARTIES RECEIVING SENSITIVE DOCUMENTS ASSOCIATED WITH THE TEXASSURE VEHICLE INSURANCE VERIFICATION REQUEST FOR OFFERS

FROM: TEXAS DEPARTMENT OF PUBLIC SAFETY (DPS)

SUBJECT: Certification Regarding Non-disclosure of Sensitive or Acquisition Information; Specifically, Criminal Justice Information System (CJIS) Security Policy

The proper custody, use, and preservation of official state and national information related to procurements cannot be overemphasized. It is essential that all personnel associated with acquisitions, including respondents to a request for offers, strictly comply with the applicable provisions of policy, law and regulation. In order to protect the criminal justice security required for the Federal Bureau of Investigation (FBI) and the National Law Enforcement Telecommunications (NLETS) systems, the DPS requires that you execute the following certification prior to receipt of the above cited documents.

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I understand that unless otherwise authorized, the release of above-cited CJIS Security Policy or information concerning the documents shall be at the sole discretion and direction of the DPS, consistent with the policies of the FBI, NLETS, and applicable laws and regulations.

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Signature: Scott W. Brown Date: 2010-07-26

Printed Name: Scott W. Brown

Company Name: HDI Solutions, Inc.

Contact Number: 334.466.6940

# NON-DISCLOSURE AGREEMENT WITH

# TEXAS DEPARTMENT OF PUBLIC SAFETY

# REGARDING SENSITIVE OR ACQUISITION INFORMATION

TO: PARTIES RECEIVING SENSITIVE DOCUMENTS ASSOCIATED WITH THE TEXASSURE VEHICLE INSURANCE VERIFICATION REQUEST FOR OFFERS

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Signature: Tim Hardwick Date: 26 July 2010

Printed Name: Tim Hardwick

Company Name: HDI Solutions, Inc.

Contact Number: (334) 444-3024

# NON-DISCLOSURE AGREEMENT WITH

# TEXAS DEPARTMENT OF PUBLIC SAFETY

# REGARDING SENSITIVE OR ACQUISITION INFORMATION

TO: PARTIES RECEIVING SENSITIVE DOCUMENTS ASSOCIATED WITH THE TEXASSURE VEHICLE INSURANCE VERIFICATION REQUEST FOR OFFERS

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I have read and fully understand this non-disclosure agreement with the DPS. I am legally competent to execute this contract and I do so of my own free will and accord, without reliance on any representation of any kind or character by the DPS that is not expressly set forth herein. I understand that I have the opportunity to consult with a lawyer prior to signing this agreement. I will comply with this agreement.

Signature: _____ Date: 7/26/10

Printed Name: Charles H. Latham

Company Name: HDI Solutions

Contact Number: 334.466.3072

# Texas Department of Insurance
TexasSure
RFO No: 11-SKM-TxSure VIV

# Request for Offers
## TexasSure Vehicle Insurance Verification

## ADDENDUM NO. 1
Issued 7/29/10

### Revised Language
This Addendum No. 1 hereby forms and is made a part of Request for Offers No. 11-SKM-TxSure VIV. The following changes have been made to the RFO. The Respondent should include a copy of this addendum as a part of the RFO response to be considered responsive.

*Original Language:*

1.1. **Schedule of Events**

The schedule for contract award and RFO events is indicated in Table 1. TDI reserves the right to amend the schedule.

**Table 1 Schedule of RFO Events**

| Date | Event |
|---|---|
| Thursday, July 1, 2010 | RFO issued; published on the ESBD |
| Tuesday, July 27, 2010; at 10:30 a.m., Central Time, Austin, Texas | Non-mandatory Pre-Proposal Conference |
| Tuesday, July 27, 2010; 3 p.m., Central Time, Austin, Texas | Deadline for Submission of Written Questions. |
| Friday, July 30, 2010; 12 p.m., Central Time, Austin, Texas | Deadline to request a copy of the CJIS security requirements. |
| Friday, August 6, 2010 | Addendum containing responses to Written Questions Posted on the Electronic State Business Daily |
| Monday, November 8, 2010; 10 a.m., Central Time, Austin, Texas | Deadline for submission of Offers |
| January 3, 2011 | Anticipated Contract Award |

*Revised Language:*

**1.1. Schedule of Events**

The schedule for contract award and RFO events is indicated in Table 1. TDI reserves the right to amend the schedule.

**Table 2 Schedule of RFO Events**

| Date | Event |
|---|---|
| Thursday, July 1, 2010 | RFO issued; published on the ESBD |
| Tuesday, July 27, 2010; at 10:30 a.m., Central Time, Austin, Texas | Non-mandatory Pre-Proposal Conference |
| Tuesday, July 27, 2010; 3 p.m., Central Time, Austin, Texas | Deadline for Submission of Written Questions. |
| Tuesday, August 31, 2010; 12 p.m., Central Time, Austin, Texas | Deadline to request a copy of the CJIS security requirements. |
| Friday, August 6, 2010 | Addendum containing responses to Written Questions Posted on the Electronic State Business Daily |
| Monday, November 8, 2010; 10 a.m., Central Time, Austin, Texas | Deadline for submission of Offers |
| January 3, 2011 | Anticipated Contract Award |

*Original Language:*

**2.8. Security**

6. Respondents shall obtain copies of the CJIS security requirements by submitting a Non-Disclosure Agreement (see Exhibit 3 to this RFO) to the DPS Contact Person, Cheryl Garren, prior to the submission of their Response. **The deadline to request a copy of the CJIS security requirement is July 30, 2010, 12 p.m., Central Time, Austin, Texas.** A Non-Disclosure Agreement with original signatures must be submitted for each staff person reviewing the CJIS security requirements, but only one (1) copy will be released to the Respondent. Respondent is prohibited from making any copies of these requirements, and must return all copies of the CJIS security requirements with the RFO Response. **Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process.** Signed copies of the Non-disclosure Agreement must be submitted to the following:

*Revised Language:*

**2.8. Security**

6. Respondents shall obtain copies of the CJIS security requirements by submitting a Non-Disclosure Agreement (see Exhibit 3 to this RFO) to the DPS Contact Person, Cheryl Garren, prior to the submission of their Response. **The deadline to request a copy of the CJIS security requirement is August 31, 2010, 12 p.m., Central Time, Austin, Texas.** A Non-Disclosure Agreement with original signatures must be submitted for each staff person reviewing the CJIS security requirements, but only one (1) copy will be released to the Respondent. Respondent is prohibited from making any copies of these requirements, and must return all copies of the CJIS security requirements with the RFO Response. **Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process.** Signed copies of the Non-disclosure Agreement must be submitted to the following:

*Original Language:*

**4.1.1.** As instructed in RFO Section 2.8 item 6, Respondent must obtain copies of the CJIS security requirements by July 30, 2010, 12 p.m., Central Time, Austin, Texas. **Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process.**

*Revised Language:*

**4.1.1.** As instructed in RFO Section 2.8 item 6, Respondent must obtain copies of the CJIS security requirements by August 31, 2010, 12 p.m., Central Time, Austin, Texas. **Failure to request a copy of the CJIS security requirements by the stated deadline and/or failure to return the copies of the CJIS security requirements will result in the Respondent's disqualification from the bid process.**

*Original Language:*

**2.22.** Schedule and Delivery of Services

Respondents are required to provide a time phased schedule for each service required for the continuation of the TexasSure project. The target dates must be expressed in terms of "D" plus "X" where "D" represents the contract award date and "X" represents the number of calendar days subsequent to contract award that the milestone will be accomplished.

The TexasSure program must be ready to accept insurer and State data and begin testing by January 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall begin parallel testing on or before March 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall have the program tested, approved and ready to assume full operation by November 1, 2011.

*Original Language:*

**2.22.** Schedule and Delivery of Services

Respondents are required to provide a time phased schedule for each service required for the continuation of the TexasSure project. The target dates must be expressed in terms of "D" plus "X" where "D" represents the contract award date and "X" represents the number of calendar days subsequent to contract award that the milestone will be accomplished.

The TexasSure program must be ready to accept insurer and State data and begin testing by March 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall begin parallel testing on or before May 1, 2011, or a date that is mutually agreed upon in writing by all parties to any resulting contract. Selected Respondent shall have the program tested, approved and ready to assume full operation by November 1, 2011.

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**Acknowledgement of Receipt and Review of Addendum**

Respondents shall acknowledge receipt and review of this Addendum No. 1 to RFO No. 11-SKM-TxSure VIV by signing below and submitting this signed acknowledgement in and with the response to your offer which is due at 10:00 a.m. on 11/08/10.

William R. Mixon, Jr; CEO

Print Name and Title

Signature

# Texas Department of Insurance
TexasSure
RFO No: 11-SKM-TxSure VIV

# Request for Offers
## TexasSure Vehicle Insurance Verification

## ADDENDUM NO. 2
Issued 8/6/2010

The following questions were submitted in response to the above referenced Request for Offers (RFO) in accordance with RFO Section 1.22. Please review the questions and Texas Department of Insurance (TDI) responses. Note: some questions have been modified from their original language for clarification, readability, or to combine similar questions.

**A. RFO Revisions.**

**1. Section 4.2.2 Instructions for Submitting Offers**

**a. Original Language.**

All offers/responses must be typewritten and legible, and the Respondent must sign the original copies of the RFO in ink. Failure to manually sign the RFO automatically disqualifies the offer. The person signing the offer must demonstrate the title or authority to bind the Respondent in a contract. All offers submitted must be bound, organized, and arranged to correspond directly with the numbered sections of this RFO. All pages must be numbered. Failure to arrange the offer in the manner set forth in this RFO may result in disqualification. Conciseness and clarity of content must be emphasized. In responding, the Respondent must provide all information that the Respondent believes would be helpful to TDI in establishing its ability to perform the services described in this RFO and to comply with the requirements of this RFO and any resulting contract.

**b. Revised Language.**

All offers/responses must be typewritten and legible, and the Respondent must sign the original copies of the RFO Letter of Transmittal (referenced in Section 4.3) in ink. Failure to manually sign the RFO Letter of Transmittal automatically disqualifies the offer. All offers submitted must be bound, organized, and arranged to correspond directly with the numbered sections of this RFO. All pages must be numbered. Failure to arrange the offer in the manner set forth in this RFO may result in disqualification. Conciseness and clarity of content must be emphasized. In responding, the Respondent must provide all information that the Respondent believes would be helpful to TDI in establishing its ability to perform the services described in this RFO and to comply with the requirements of this RFO and any resulting contract.

**2. Section 4.8.2 Respondent Identification.**

**a. Original Language.**

Respondent must provide its Respondent ID Number (Vendor ID #), full firm name and address of Respondent (Respondent must enter in the block provided if not printed). The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Respondent must enter this number in the spaces provided on page 1 of this RFO, if the number is not printed. If this

number is not known, the Respondent must provide its Federal Employer's Identification Number (or Social Security Number for sole owners).

b. **Revised Language.**
**This section has been deleted in its entirety.**

3. **Section 4.5.5.a. Insurance/Bonds**
   a. **Original Language.**
   Within five (5) business days of executing any contract related to this RFO, Selected Respondent(s) must furnish to TDI proof of the insurance coverages outlined below.

   b. **Revised Language.**
   Within fifteen (15) business days of executing any contract related to this RFO, Selected Respondent(s) must furnish to TDI proof of the insurance coverages outlined below.

B. **General Questions**

1. The RFO states: "All offers/responses must be typewritten and legible, and the Respondent must sign the original copies of the RFO in ink. Failure to manually sign the RFO automatically disqualifies the offer." Does this indicate that a copy of the soliciting document needs to be submitted and signed, in addition to our response?
   *Response: Section 4.2.2 has been revised; see section A1 of this addendum for the revised requirements.*

2. The RFO states: "Respondent must provide its Respondent ID Number (Vendor ID #), full firm name and address of Respondent (Respondent must enter in the block provided if not printed). The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Respondent must enter this number in the spaces provided on page 1 of this RFO, if the number is not printed. If this number is not known, the Respondent must provide its Federal Employer's Identification Number (or Social Security Number for sole owners)." As in the question above, does a copy of the RFO need to be submitted? In addition, page 1 of the RFO is the cover page, and there are no spaces/blocks provided for insertion of a tax ID number there, on the page immediately following the TOC, or anywhere else in the document.
   *Response: Section 4.8.2, has been revised; see section A2 of this addendum for the revised requirements.*

3. Why is TexasSure being rebid instead of extending the existing contract?
   *Response: Texas Transportation Code §601.453(c) states: "A contract under this section may not have a term of more than five years."*

4. What is the contract value of the award to HDI for the current TexasSure project?
   *Response: The value of Contract Amendment No. 4, for services through November 5, 2010, is $15,778,113.00.*

5. Is there an incumbent vendor? If yes, who is that vendor?
   *Response: The prime vendor is HDI Solutions, Inc.*

6. Can you clarify the requirements of Key Staff on page 87 (RFO Section 4.5.3)?
   *Response: Key Staff includes those staff appointed by the Selected Respondent to provide significant services or management in connection with services required in this RFO. Key Staff may include project management staff, communications staff, lead developers and programmers, technical advisors, etc.*

7. What if Respondent is establishing a new tax entity for this contract? How can the financial requirements for RFO Section 4.5.3 be met? Will the financials from the predecessor company suffice?
   Response: *Section 4.5.4 requires Respondents to provide evidence that they offer the financial responsibility, capacity and solvency necessary to perform the requirements of this procurement and lists specific information that must be included with the response.*

8. What if the Respondent does not have audited financial statements? Will un-audited statements suffice?
   Response: *Section 4.5.4(a) requires Respondent to submit three (3) most recent annual CPA-audited financial reports.*

9. Following the award of the contract, when does the state begin to pay the vendor?
   Response: *The State and Selected Respondent will establish a Statement of Work and establish progress payment milestones. Payment will be based on meeting the established milestones.*

10. In RFO Section 4.5.5 (Dishonesty Bonding) will the State accept a Letter of Credit (LOC) in lieu of a bond?
    Response: *Respondents may make an exception to the bond requirement in RFO Section 4.5.5 for consideration by TDI and the other implementing agencies.*

11. Is Sandi Morgan's Fax number 512-463-6159 per the cover page or 512-463-5169? ( see page 19 #1.22)
    Response: *512-463-6159.*

12. Will preferential treatment be given to contracts that include HUB sub contractors?
    Response: *No.*

13. Will all HUB and Non-HUB responses be evaluated equally?
    Response: *Yes.*

14. How do you mark items confidential to comply with RFO Section 1.10.1.17? Can financial statements be marked as such (RFO Section 4.5.4)?
    Response: *Respondents may consult with its own legal counsel to determine how to mark any documents provided to TDI as confidential. To the extent that Respondents identify a document as confidential, TDI will comply with the requirements of the Texas Public Information Act, Chapter 552, Government Code, to determine whether the information is excepted from disclosure.*

15. What is the correct period to obtain appropriate insurance and bonds? 5 days or 15 days after receipt of contract?
    Response: *RFO Section 4.5.5(a) has been revised; see section A3 of this addendum for the revised requirements.*

16. The TDI link, http://www.tdi.state.tx.us/auto/frvp_company.html#about has the following:

    **About the Vendor**

    The Texas Department of Insurance, in conjunction with the TxDMV, DPS, and DIR, awarded the contract for the financial responsibility verification program to HDI Solutions, Inc. HDI Solutions and its partners TransCore L.P., Insure-Rite, Inc., and Verification Solutions have developed similar database programs in other parts of the country.

    Will any or all of the four companies listed above participate in the current RFO referenced above? What can the Selected Respondent expect to inherit from them in winning the current RFO? Will any hardware, software, technologies, intellectual properties, etc. be passed along?
    Response: *The Selected Respondent will provide all services as detailed in the RFO.*

17. Per RFO Section 1.10.1.17. Texas Public Information Act of the RFO, when can we submit requests for all "Responsive Offers" pertaining to the above referenced RFO? Furthermore, can we request copies of the "Selected Respondent(s)" RFO submitted by HDI Solutions, Inc. and its partners TransCore L.P., Insure-Rite, Inc., and Verification Solutions in 2006?
*Response: Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Section 552.104 of the Texas Government Code provides that information "which, if released, would give advantage to a competitor or bidder" need not be disclosed under the Public Information Act. Tex. Gov't Code §552.104. In the event of a request for "Responsive Offers," TDI will comply with the requirements of the Texas Public Information Act, Chapter 552, Government Code, to determine whether the requested information is excepted from disclosure.*

C. **Questions Related to Service 1 – TexasSure Matching and Query Response Program**

1. What is the expected timing for completion of the reporting requirements for the commercial automobile insurers? Will commercial vehicles be included prior to the contract or after the contract? If after the contract, how can one discuss or negotiate with the state if this is restricted?
*Response: A time line has not been developed for this task. However, Respondents may assume that commercial automobile insurance policies will not be required to be reported to TexasSure before summer 2011. Refer to RFO Section 2.4.1 #5 for information on commercial auto insurance reporting.*

2. How will Respondent receive commercial data?
*Response: Commercial auto insurance policies will be reported via the same transmission process as personal auto insurance policies. Refer to RFO Section 2.4.1 #5.*

3. Are there any plans to modify the frequency of data transmissions from insurers and State agencies? (i.e. from weekly to daily or near-real time?)
*Response: Not at this time.*

4. Will the current business rules for matching algorithm be provided? Can you provide the current match algorithm including any fuzzy logic that is used in the current program?
*Response: No. It is the responsibility of the Selected Respondent to provide this expertise.*

5. To what extent is the Selected Respondent responsible for retrieving, converting, and incorporating data from the program currently in operation?
*Response: The current program vendor will transfer data to the Selected Respondent for incorporation. The Selected Respondent must ensure no loss of data or gap in services.*

6. Can we get a sample of all the reports (RFO Section 2.4.6)? Can we get copy of web page reports for ongoing verification (RFO Section 2.4.6)?
*Response: No. As stated, the detailed list of reports and logs and specific requirements for each report or log will be finalized with the Selected Respondent.*

7. Can we use one database instead of two, but maintain the data integrity required for vehicle and driver license records separately?
*Response: Yes. As stated in RFO Section 2.4, Respondent shall detail how the data will be synchronized at all times during production.*

8. Can you describe more clearly the requirements for documentation deliverables in RFO Section 2.4.8 #1 and #5?

*Response: A project management plan, as defined in the PMBOK Guide Third Edition, is a formal, approved document that defines how the project is executed, monitored and controlled. It may be summary or detailed and may be composed of one or more subsidiary management plans and other planning documents. The objective of a project management plan is to define the approach to be used by the Project team to deliver the intended project management scope of the project. Methodology is the method, process, and/or procedures the Selected Respondent will follow for any particular development or operational task.*

9. Does the SOW cover only non-commercial vehicles?
   *Response: RFO Section 2.4.1 #5 references the receipt of commercial auto insurance data.*

10. Since the DMV uses VIN Analysis software, would it be correct to say "the state VIN in the DMV DB is the correct one"?
    *Response: Respondents should proceed with the assumption that, when choosing between State data and insurer data, the State data is the accurate source.*

11. Do all the insurance companies report their data via ftp?
    *Response: Yes.*

12. Would Texas consider an alternative approach to large data transmission of vehicle and driver data to the vendor?
    *Response: Respondent's proposal must address the requirements as listed in the RFO. However, Respondent may also propose an optional approach for the consideration of the implementing agencies.*

D. **Questions Related to Service 2 – Web Services**

1. What is the current status of Web Reporting requirements and reporting? Has there been any serious consideration of use by insurers?
   *Response: The Web Services Alternate Test Program is being tested by the current vendor and two participating insurance companies. The final design of this alternate reporting method has not been determined. The implementing agencies have not solicited a commitment from insurers for the future use of this process.*

2. Web services reporting by insurance companies – is the matching module to be developed a part of the reporting or is it a separate service to be used by insurance companies?
   *Response: The matching module is a separate service to be offered to insurance companies.*

3. What is the format of the data to be submitted by insurance companies via web services?
   *Response: Insurers who opt to participate in Web Services will be required to report the full book of business data in the same format as database insurers.*

4. The current TexasSure System requires a web-based component with standards promoted by the IICMVA (Insurance Industry Committee on Motor Vehicle Administration). While there appears to be no direct references in RFO No. 11-SKM-TxSure VIV to IICMVA, the RFO does clearly indicate that such a method will again be required. Such a system, as detailed on pages 16, 28 and 32 of the "User Guide" under publications at iicmva.com, would be in clear violation of both State and Federal law. DPPA laws make clear that broadcast emails with names and addresses cannot be sent to hundreds of insurers... or any other type of entity or person. We assume that, along with the accuracy and response problems of that approach, this has been the main reason it has not been implemented in Texas, despite being contracted for in 2006. The "Web Services Test Program Reporting Guide and User Manual, Version 1.1" is referenced in the RFO. It still includes such elements.

Please advise if TDI intends to require and plans to contract, for an IICMVA standard product using RFO No. 11-SKM-TxSure VIV and with these requirements or will entertain an alternative that, while using IICMVA standard protocols, will remain legal.
*Response: The RFO indicates the current requirements for the TexasSure program.*

5. The "Web Services Test Program Reporting Guide and User Manual, Version 1.1" referenced above is identical to the IICMVA User Guide also referenced above, in its use of the terms "Confirmed" and "Unconfirmed." The term "Unconfirmed" has led to many citations in States that have attempted to use the IICMVA system later seen to have been incorrect. As a result, law enforcement has increasingly abandoned use of those systems. Is there any plan to modify that terminology and to correct errors so that insurers will respond with known status?
*Response: The RFO indicates the current requirements for the TexasSure program.*

6. Insurer responses using the IICMVA system in other States have routinely included disclaimers regarding accuracy. This then, leaves the State itself as the only litigation target for those with damages as the result of inaccurate data. That effectively removes any chance of legal redress. Will the RFO and/or the Web Services Test Program User Guide referenced above be modified to correct this problem?
*Response: The RFO indicates the current requirements for the TexasSure program.*

7. Enforcement is a critical component of any insurance verification and compliance system. At this time, law enforcement in other States that have tried to use the IICMVA standard system have largely abandoned its use at roadside. The RFO does not appear to allow any alternatives to what has failed elsewhere for law enforcement. Is there any possibility that the RFO might be modified to allow a slightly modified system that will resolve these problems?
*Response: The RFO indicates the current requirements for the TexasSure program.*

8. In RFO Section 2.5, do Web services for insurance verification need to be available in November, 2011, if already implemented?
*Response: Yes.*

## E. Questions Related to Service 3 – Customer Notices and Call Center

1. Can we route overflow calls to Ohio? (RFO Section 2.6.2.1 #7)
*Response: Respondent should include their proposed process to provide these services in Exhibit 1.*

2. What type of IVR responses do we need to capture? What are you currently doing today?
*Response: The IVR must be capable of receiving responses pursuant to current Unmatched and Uninsured Notices.*

3. What type of envelopes do you use? (Standard window and non-window #10 and #9)?
*Response: Standard window envelopes.*

4. Does the customer facing website need to have any other language translation?
*Response: As stated in RFO Section 2.6.2.1 #10, all call center services must be available in both English and Spanish. This includes CSR services, IVR, website, and mail.*

5. Paragraph 10 of RFO Section 2.6.2.1 states that "All call center services must be available in both English and Spanish. CSR staff must utilize language line services to accommodate customers speaking other languages." Does Texas have a list of other languages that should be supported by the language line services?
*Response: No.*

6. How are unmatched and uninsured notices selected to ensure that the limit on the number of mailings does not exceed the weekly limits?
   Response: *The Selected Respondent is expected to develop and employ a process to ensure that mailings do not exceed the weekly limit.*

7. Define a closed transaction from RFO Section 2.6.2.2 #4. Is the transaction closed if the customer response is inadequate, or unmatched? Please provide clear definitions of "resolved".
   Response: *The Selected Respondent and State will jointly establish the methodology and business rules to apply to this process.*

8. What is the reason for customer call back (RFO Section 2.6.2.2 #2)?
   Response: *Reasons may include obtaining more complete information, closing out a special case that required additional research, or completing a transaction that was begun via IVR or Web but not fully completed.*

9. Is the Selected Respondent accepting verbal verification from insurance companies or do we need a policy (RFO Section 2.6.2.2.2 #4)?
   Response: *A verbal response from an insurance company representative may be acceptable.*

10. Is there a current website that customers can use to provide the on-line services described in RFO Section 2.6.2.1? If so, what is the URL?
    Response: *www.TexasSureHelp.com.*

11. Will a policy declaration page from the customer satisfy the requirement for verification without contacting the insurance company?
    Response: *. The Selected Respondent and State will jointly establish the methodology and business rules to apply to this process.*

12. Can agents be contacted to receive verification in lieu of insurance companies?
    Response: *The Selected Respondent and State will jointly establish the methodology and business rules to apply to this process.*

13. Where do we locate Call Center within Texas to get approval by State?
    Response: *The requirement in RFO Section 2.6.2.1 #1 clearly and simply states that the call center must be located in Texas unless the Selected Respondent can clearly demonstrate that another U.S. location is in the best interest and value of the State. The call center location must be approved by TDI.*

F. **Questions Related to Service 4 – Disaster Recovery**

1. Should the disaster recovery site for call center be in Texas?
   Response: *This is not a requirement of the RFO.*

2. Should the disaster recovery site for applications to be hosted be in TX?
   Response: *This is not a requirement of the RFO.*

3. What are the data redundancy requirements? For example, data backup and/or system images will need to be backed-up across X number of disks and to Y number of physical locations.
   Response: *Respondent should include their proposal for data redundancy in Exhibit 1, and shall ensure that the proposed disaster recovery plan complies with all applicable standards as referenced in RFO Section 2.7 #4.*

G. **General Questions Related to Part II - Specifications**

1. The RFO states that by Jan 1, 2011 insurer and State data must be ready to be accepted. However, this is prior to the Jan 3rd contract award date. Is the Jan 1 date correct?
   *Response: See Addendum No. 1.*

2. Define parallel testing on 3/1/2011. (page 60)
   *Response: In this instance, parallel testing indicates that the Selected Respondent will provide services simultaneous to the existing TexasSure program, allowing for continued testing, monitoring, and refinement of the current system.*

3. What should be the technology platform to develop and host the solution? Will the Selected Respondent be responsible for hosting the solution or will TDI host the solution?
   *Response: The Selected Respondent is responsible for hosting the solution, as well as determining the technology platform best suited for the process. The technology platform must comply with the requirements of the RFO.*

4. What technology platform, programming language, and type of database is each of the elements of TexasSure built on?
   *Response: The Selected Respondent is responsible for providing the solution that meets the requirements of the RFO.*

5. Do we need to be using brand new technology equipment (servers, PC, telecommunication, networking, etc) or will used equipment be acceptable as long as it is on maintenance?
   *Response: Used equipment under maintenance is acceptable, provided the total solution meets the requirements of the RFO.*

6. Will the Selected Respondent have to purchase new hardware to host the TexasSure program or will the current TexasSure hardware be used?
   *Response: Current TexasSure hardware will be available; however, Respondent should be aware that the current hardware will be utilized by the current vendor until the end of the contract term. Therefore, that hardware will not be available for development and testing.*

7. Does Texas expect the Selected Respondent to continue using all existing elements of TexasSure software or develop new software that meets the TexasSure requirements? If the existing software is to be used, can the Selected Respondent enhance or rewrite elements of the system to improve functionality and performance? Can the response to the RFO include options for system improvement?
   *Response: The Selected Respondent is responsible for providing the solution and any applicable software or software development. Respondent's proposal must address the requirements as listed in the RFO. However, Respondent may also propose an optional approach for the consideration of the implementing agencies.*

8. Please advise how equal protection and enforcement under the law will be accomplished as the RFO appears to address only vehicles registered in Texas and ignores all others in the State.
   *Response: The Texas Transportation Code allows for several methods to comply with Texas financial responsibility laws; only one of these methods is TexasSure.*

9. The RFO does not appear to address SR-22/26 reporting other than to mention collection of data. Please advise if the current collection and reporting system for such provisional insurance is currently a part of the TexasSure system or is that handled in another manner? If so, please advise which Division of Government is currently handling it.

*Response: Insurer data does not indicate if a policy was obtained to meet SR-22/26 requirements; all insurance policy records that meet minimum liability requirements are reported to TexasSure following the established reporting format. SR-22/26 information it utilized by the Texas Department of Public Safety and is not an element of TexasSure.*

10. While Lien Holder data is collected, it remains unclear if that data is then provided to lien holders themselves. If so, please advise if it is insurers or government that then provides such status data to the lien holders.
    *Response: Lien Holder information is collected by the Texas Department of Motor Vehicles in the Vehicle Title and Registration system as part of their routine business. This data is not utilized by TexasSure except as may be applicable in the matching process, and is not provided to any entities by TexasSure.*

11. In RFO Section 2.17.1.2 what is a reasonable cost for TDI deployment of independent contractor?
    *Response: Selected Respondent is responsible for providing the solution that meets the requirements of the RFO.*

12. In RFO Section 2.19, what federal provisions will the OAG request, which will not be part of the RFO reports requirements?
    *Response: The specific federal requirements necessary will not be known until the dollar amount of the contract and specifics regarding data transmission are determined.*

13. Is there an existing turnover plan that we can receive a copy of and review at this juncture? Does Texas have a Turnover Plan with its current vendor? Is it possible to make the plan available as part of the RFO?
    *Response: No.*

14. Has the OAG ever asked for a file under the provision in RFO Section 2.19? If so what did they pay for this service?
    *Response: No.*

15. Does the Respondent provide a Project Plan, Project Work Plan etc, for each requested Service or integrated Service or integrated documents?
    *Response: Either approach is acceptable.*

16. Do we need to work with IBM in regards to all decisions being made regarding the data centers and telecommunication services?
    *Response: The Selected Respondent will be provided with appropriate contacts for these services and processes associated with these services.*

17. Do we need to use change management methodology recommended by Texas or can we use our own methodology?
    *Response: As stated in RFO Section 2.10, Selected Respondent shall establish a change management process that complies with Title 1, Texas Administrative Code, Section 202.*

18. Do changes in SOW result in time and material compensation?
    *Response: RFO Section 2.10 details the Change Management process and provides for documentation and approval of any change that may impact cost.*

19. Does the selected respondent get compensated to develop additional functionalities and adding new features?
    *Response: RFO Section 2.10 details the Change Management process and provides for documentation and approval of any change that may impact cost.*

20. Is the state aware of SOW changes on milestones and deliverables?
Response: *RFO Section 2.10 details the Change Management process and provides for documentation and approval of any change.*

18. What are the specifications on data center physical security? For example, locked cabinet, locked cage, guarded entry, or no physical security? Please answer for both production, developmental, and backup systems.
Response: *All cabinets at the data center are locked, and this applies to all systems - PROD, DEV, Backup. Regarding physical access to the State Data Center (SDC), there is a two-factor authentication system in place. A two-factor authentication requires the user to provide two means of identification – usually a physical item (such as a security badge or ID card) and a personal or memorized item (such as a security code or PIN). E.g., an ATM card has a two-factor authentication – the card itself and the PIN.*

19. Does Texas have ownership of the source code of all of the elements of the current TexasSure software? If not, which elements does it own and which will have to be rewritten or provided by the Selected Respondent?
Response: *Selected Respondent is responsible for providing the solution that meets the requirements of the RFO.*

20. To what extent is the current vendor using of the Texas State Data Center, Internet service, and telephone systems (including IVR)? On what terms is Texas providing these to the vendor?
Response: *The project's equipment is housed at the State Data Center (SDC). The current vendor however, doesn't obtain IVR, Internet access, etc., from IBM at the SDC. Internet and data transport services are provided as follows: DIR provides the internet services while AT&T provides "Data Transport" services.*

## Acknowledgement of Receipt and Review of Addendum

Respondents shall acknowledge receipt and review of this Addendum No. 2 to RFO No. 11-SKM-TxSure VIV by signing below and submitting this signed acknowledgement in and with the response to your offer which is due at 10:00 a.m. on 11/08/10.

William R. Mixon, Jr., CEO
Print Name and Title

Signature

# Texas Department of Insurance
TexasSure
RFO No: 11-SKM-TxSure VIV

## Request for Offers
### TexasSure Vehicle Insurance Verification

## ADDENDUM NO. 3
Issued 8/13/2010

This Addendum No. 3 hereby forms and is made a part of Request for Offers (RFO) No. 11-SKM-TxSure VIV. The following documents from the July 26, 2010, pre-bid conference are included and incorporated as a part of the RFO.

1. Pre-Bid Conference - Sign-In Sheets
   Document Name: 11-SKM-TxSure Addendum 3 Attch1 (SignIn).PDF

2. Pre-Bid Conference – HUB Power Point Presentation
   Document Name: 11-SKM-TxSure Addendum 3 Attch2 (HUBPPT).PDF

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**Acknowledgement of Receipt and Review of Addendum**

Respondents shall acknowledge receipt and review of this Addendum No. 1 to RFO No. 11-SKM-TxSure VIV by signing below and submitting this signed acknowledgement in and with the response to your offer which is due at 10:00 a.m. on 11/08/10.

William R. Mixon, Jr., CEO
Print Name and Title

Signature

# Texas Department of Insurance
TexasSure
RFO No: 11-SKM-TxSure VIV

## Request for Offers
**TexasSure Vehicle Insurance Verification**

## ADDENDUM NO. 4
Issued 9/20/2010

This Addendum No. 4 hereby forms and is made a part of Request for Offers (RFO) No. 11-SKM-TxSure VIV. There was an error when setting up the formulas in Exhibit 2: Mandatory Pricing Form worksheet entitled "Form 2 – Service 1 – TexasSure Matching and Query Response Program (RFO Section 2.4) in cells E31 and F31. Therefore this error has been corrected and is made available.

Form 2-Service 1 cell E31 was amended to add formula Sum (E32-E35).

The other formula was in F31. The correction to cell E31 also correct this cell.

---

**Acknowledgement of Receipt and Review of Addendum**

Respondents shall acknowledge receipt and review of this Addendum No. 4 to RFO No. 11-SKM-TxSure VIV by signing below and submitting this signed acknowledgement in and with the response to your offer which is due at 10:00 a.m. on 11/08/10.

William R. Mixon, CEO
Print Name and Title

Signature

# Texas Department of Insurance

TexasSure

RFO No: 11-SKM-TxSure VIV

## Request for Offers

### TexasSure Vehicle Insurance Verification

## ADDENDUM NO. 5

Issued 10/18/2010

This Addendum No. 5 hereby forms and is made a part of Request for Offers (RFO) No. 11-SKM-TxSure VIV. TDI has adjusted the size of some columns so that the amounts entered will display.

---

**Acknowledgement of Receipt and Review of Addendum**

Respondents shall acknowledge receipt and review of this Addendum No. 5 to RFO No. 11-SKM-TxSure VIV by signing below and submitting this signed acknowledgement in and with the response to your offer which is due at 10:00 a.m. on 11/08/10.

William R. Mixon, Jr., CEO

Print Name and Title

Signature

**From:** Martin Blair
**To:** bill.mixon@hdisolutions.com
**CC:** Burkhart, Melissa
**Date:** 11/23/2010 1:53 PM
**Subject:** RFO No. 11-SKM-TxSURE VIV: Clarification Requested

To: William R. Mixon, Jr., President & CEO
HDI Solutions, Inc.,

Dear Mr. Mixon:

The Technical Evaluation Committee submits the following question and clarifications in accordance with RFO 11-SKM-TxSURE VIV (the "RFO") paragraph 1.9.2.1.2, which states in part, "The [Technical Evaluation] committee may request clarification of information or representations made in an offer or in all offers before completing its initial evaluation.
Requests for clarification and responses to requests for clarification will be made in writing and become a part of the evaluation record."

Question:
HDI's response to Section 2.6.1.1 (begins on page 59 of Exhibit 1 response) references the use of 0-Day and 60-Day reports. However, these reports are not required or referenced in the RFO. The RFO requirement is to use the Unmatched list created in Section 2.4.2 #11. HDI agreed to comply with this requirement on page 25 and page 59. Please explain how HDI's response for Section 2.6.1.1 meets this requirement.

Clarifications:
1. Regarding HDI's Response to Sections 2.5.4 and 2.5.4.1 (page 54 of Exhibit 1), HDI failed to indicate "Y" or "N" in the "Comply Y/N" column. Please confirm whether the intended response is "Y" or "N" for both items.

2. Response to 2.19 (page 135 of Exhibit 1). The provision of information to the Office of Attorney General (OAG) will not be a separate contract. A separate contract will only be established if the OAG requests additional services. Confirm your understanding of this.

***RESPONSES MUST BE RECEIVED BY ME NO LATER THAN 12:00 P.M. TOMORROW, Wednesday, November 24, 2010.***

Thanking you in advance,

Martin V. Blair, CTPM, CTCM, Purchaser V
Purchasing & Contract Administration
Texas Department of Insurance
333 Guadalupe
Austin, Texas 78701
T: (512) 322-4364
E: martin.blair@tdi.state.tx.us
URL: http://www.tdi.state.tx.us/general/aspurch.html

**From:** Jim Wilkerson <jim.wilkerson@hdisolutions.com>
**To:** Martin.Blair@tdi.state.tx.us
**CC:** Melissa.Burkhart@tdi.state.tx.us; jonathan.seifried@hdisolutions.com; le...
**Date:** 11/23/2010 3:14 PM
**Subject:** FW: RFO No. 11-SKM-TxSURE VIV: Clarification Requested

Mr. Blair,

HDI greatly appreciates the opportunity to provide clarifications to our proposal. Please see these below. Do not hesitate to contact me if additional information is required. Thank you.

Jim Wilkerson
Executive Vice President
HDI Solutions, Inc.
1510 Pumphrey Ave.
Auburn, Alabama 36832
334.466.3025 (office)
334.663.4032 (cell)
800.390.6021 (fax)

Begin forwarded message:
From: Martin Blair <Martin.Blair@tdi.state.tx.us<mailto:Martin.Blair@tdi.state.tx.us>>
Date: November 23, 2010 1:53:51 PM CST
To: Bill Mixon
Cc: Melissa Burkhart
Subject: RFO No. 11-SKM-TxSURE VIV: Clarification Requested
To: William R. Mixon, Jr., President & CEO
HDI Solutions, Inc.,

Dear Mr. Mixon:

The Technical Evaluation Committee submits the following question and clarifications in accordance with RFO 11-SKM-TxSURE VIV (the "RFO") paragraph 1.9.2.1.2, which states in part, "The [Technical Evaluation] committee may request clarification of information or representations made in an offer or in all offers before completing its initial evaluation.
Requests for clarification and responses to requests for clarification will be made in writing and become a part of the evaluation record."

Question:
HDI's response to Section 2.6.1.1 (begins on page 59 of Exhibit 1 response) references the use of 0-Day and 60-Day reports. However, these reports are not required or referenced in the RFO. The RFO requirement is to use the Unmatched list created in Section 2.4.2 #11. HDI agreed to comply with this requirement on page 25 and page 59. Please explain how HDI's response for Section 2.6.1.1 meets this requirement.

HDI hereby confirms that it will use the Unmatched list referenced in Section 2.4.2. #11. We anticipate that this list will be constructed so as to be able to apply similar logic as is employed currently in reference to the 0-day and 60-day reports. This is not to imply that 0-day or 60-day reports will be necessary under the new contract. Be assured that HDI will construct and utilize the Unmatched list in any fashion desired by TDI.

Clarifications:

1. Regarding HDI's Response to Sections 2.5.4 and 2.5.4.1 (page 54 of Exhibit 1), HDI failed to indicate "Y" or "N" in the "Comply Y/N" column. Please confirm whether the intended response is "Y" or "N" for both items.

HDI hereby confirms that our response is "Y" (yes) for both sections.

2. Response to 2.19 (page 135 of Exhibit 1). The provision of information to the Office of Attorney General (OAG) will not be a separate contract. A separate contract will only be established if the OAG requests additional services. Confirm your understanding of this.

HDI hereby confirms that the provision of RFO-referenced information to the OAG will not require a separate contract. OAG requests for any additional services will require a separate contract.

RESPONSES MUST BE RECEIVED BY ME NO LATER THAN 12:00 P.M. TOMORROW, Wednesday, November 24, 2010.

Thanking you in advance,

Martin V. Blair, CTPM, CTCM, Purchaser V
Purchasing & Contract Administration
Texas Department of Insurance
333 Guadalupe
Austin, Texas 78701
T: (512) 322-4364
E: martin.blair@tdi.state.tx.us<mailto:martin.blair@tdi.state.tx.us>
URL: http://www.tdi.state.tx.us/general/aspurch.html

**Contract Exhibit C**

# TDI's Request for Best and Final Offer (BAFO) to Contractor dated December 17, 2010

**From:** Martin Blair
**To:** bill.mixon@hdisolutions.com; jim.wilkerson@hdisolutions.com
**CC:** Burkhart, Melissa; Durden, Regina; Villarreal-Reyna, Cynthia
**Date:** 12/17/2010 10:46 AM
**Subject:** Request for Best and Final Offer, RFO No. 11-SKM-TxSURE VIV
**Attachments:** Request for Best and Final Offer.pdf

To: Mr. William R. Mixon, Jr., President and CEO, and
Mr. Jim Wilkerson, Executive Vice-President
HDI Solutions, Inc.

Dear Sirs:

Pursuant to the HDI Solutions, Inc. presentation to the Evaluation Team on December 8, 2010, and to our teleconference with you yesterday, attached is a Request for Best and Final Offer (BAFO) in connection with the subject Request for Offers No. 11-SKM-TxSURE VIV.

The completed BAFO must be submitted as indicated in the document by no later than 11:00 a.m., Central Time, Austin, Texas on Tuesday, December 28, 2010.

If you have any questions, regarding the BAFO, feel free to contact me at the email address provided below.

Martin V. Blair, CTPM, CTCM, Purchaser V
Purchasing & Contract Administration
Texas Department of Insurance
333 Guadalupe
Austin, Texas 78701
T: (512) 322-4364
E: martin.blair@tdi.state.tx.us
URL: http://www.tdi.state.tx.us/general/aspurch.html

# Texas Department of Insurance

**REQUEST FOR OFFERS**
**No. 11-SKM-TxSURE VIV**
**TexasSure Vehicle Insurance Verification**

**Request for Best and Final Offer (BAFO)**
**To: HDI Solutions, Inc.**
**Auburn, Alabama**
**Date: Friday, December 17, 2010**

**Response to this Request for Best and Final Offer must be received on or before Tuesday, December 28, 2010, at 11:00 a.m., Central Time, Austin, Texas**

**NOTE: FAILURE TO RETURN ALL PAGES OF THIS BAFO DOCUMENT MAY DISQUALIFY RESPONSE**

By signing this BAFO response, the signatory hereby certifies on behalf of the Respondent, that RFO No. 11-SKM-TxSURE VIV and the resulting BAFO have been read and understood. In submitting its response, the Respondent represents to TDI and the other implementing agencies that: i) it is capable of providing the products and services as described in the RFO and BAFO thereto; ii) the pricing and discounts being offered by the Respondent for the products and services are true and correct; iii) agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract; iv) as of the date of signature below, it is not listed in the prohibited Respondents list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; and v) is not suspended or debarred from doing business with the federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration.

| _____ | _____ | _____ |
|---|---|---|
| Authorized Signature | Title | Date |

# 1.0 BAFO OVERVIEW

## 1.1. BACKGROUND

The Texas Department of Insurance (TDI) issued a Request for Offers No. 11-SKM-TxSURE VIV (RFO) to qualified Respondents to operate TexasSure Vehicle Insurance Verification (TexasSure) as specified in the RFO

TDI, in consultation with the Texas Department of Public Safety (TxDPS), the Texas Department of Motor Vehicles (TxDMV), and the Texas Department of Information Resources (DIR) (hereafter referred to as the other implementing agencies) completed an evaluation of responses received and recommended that a subset of Respondents be invited to participate in a BAFO process. Based on the Team's recommendation, TDI issues this document to HDI Solutions, Inc., (HDI) whose response was within a competitive range.

This request for Best and Final Offer (BAFO) includes by reference all terms and conditions from the original RFO and all addenda to the RFO. The RFO documents, Respondent's original response, this document and its attachments, any addenda to this document that may be issued and Respondent's response to the BAFO shall become part of any contract finally negotiated between TDI, DPS, TxDMV, DIR and the Selected Respondent. The order of precedence for the contract documents will be sent forth in the awarded contract.

## 1.2. CLARIFICATIONS

Pursuant to a discussion of clarifications between TDI and HDI in a teleconference on December 16, 2010, as summarized in Attachment 1, TDI hereby requests a Best and Final Offer of HDI's Cost Proposal, the Mandatory Pricing Form dated November 8, 2010.

# 2.0. BAFO TIMELINE AND PROCEDURES

## 2.1. QUESTIONS RELATED TO BAFO

Questions relating to this BAFO must be submitted via e-mail to the TDI Contact Person identified below, no later than 12:00 Noon, Central Time, on December 21, 2010. Questions must include e-mail address for reply. TDI plans to respond to questions submitted by the deadline on or before December 23, 2010. Questions received after the deadline will not be answered.

Responses to all questions will be provided via e-mail to all BAFO recipients.

**TDI Contact Person:**
Martin V. Blair
Texas Department of Insurance
P.O. Box 149104
Austin, TX 78701-9104
martin.blair@tdi.state.tx.us

## 2.2. BAFO SUBMISSION

HDI shall submit one (1) signed original and five (5) copies of the BAFO response to the Texas Department of Insurance Purchasing Department, Room 850, Tower 1, at TDI's main building at 333 Guadalupe, Austin, Texas 78701. **BAFO responses are due no later than 11:00 AM, Central Time, on Tuesday, December 28, 2010**. The clock in the TDI's Purchasing Office is the official timepiece to determine compliance with the deadline. Responses may be sent by mail, carrier or by hand delivery. Respondent should consider mailing and delivery times in order to ensure that the BAFO is received at TDI by the deadline. Responses must be signed by an officer, or agent, of the responding firm who is empowered to contractually bind such firm and by an appropriate attorney/legal counsel for the Respondent. The signatories must certify that they agree to abide by all terms and conditions laid out in the BAFO, including all its attachments and any published addenda, unless exceptions are identified in writing within the BAFO response. Responses submitted from Respondents that did not respond to the original RFO will be disqualified from evaluation. Failure to follow the BAFO instructions and format, or failure to provide all required information and pricing, may result in elimination from further consideration.

The outside of the container for responses must be clearly marked "***11-SKM-TxSURE VIV-BAFO***."

## 2.3. INFORMATION AND PRICING GUARANTEES

Each BAFO response must include a statement from the Respondent that the information and pricing provided in its BAFO response and all other documents submitted are valid for a period of at least 90 days from the BAFO submission deadline.

## 2.5. BAFO RESPONSE FORMAT

Taking into account and consideration the matters clarified in the teleconference of December 16, 2010, and summarized in Attachment 1, the BAFO shall contain any changes to, service augmentations of, or discounts to ***HDI's Cost Proposal, the Mandatory Pricing Form Dated November 8, 2010***.

## ATTACHMENT 1

1. RFO Section 2.4.2 #6 and Section 2.4.3 #6:

   Based upon the HDI Presentation of December 8, 2010, TDI considers that the fuzzy logic and algorithms already employed by Insure-Rite meet the requirement to normalize data. HDI's response in Exhibit 1, page 27, indicates that this requirement is already in place. Therefore, this would not constitute an additional development or "data cleansing" expense.

2. RFO Section 2.4.3

   HDI is expected to match insurance policy records where a driver license number is provided by the insurer to a Texas Driver License record as provided by DPS. For records where the insurer does not provide a Texas Driver License number, no matching is necessary.

3. RFO Section 2.4.1 #1

   This item states that the registration data provided by TxDMV consists of actively registered vehicles, and those registered vehicles up to six (6) months expired. This requirement pertains only to the data the Selected Respondent will receive and is not mean to indicate that Selected Respondent shall only keep records up to six (6) months expired.

   At this time, TDI anticipates no change to the current requirement to keep expired vehicle registration records for a minimum of eighteen (18) months.

4. RFO Section 2.4.1 #5

   As clarified during the HDI Presentation of December 8, 2010, the Selected Respondent shall assume that vehicle-specific commercial policies will adhere to the reporting requirements in place for personal auto policies. Many of these policies are already reported on an optional basis and handled within the current program. Fleet policies necessitate an alternate solution as vehicle data will not be available. The likely solution will involve simple matching on the insured name and registration name.

5. RFO Section 2.6.1.2 #6

   This item references a Second Notice for the Uninsured Notice. As clarified during the HDI Presentation of December 8, 2010, this is a possible future enhancement to the Uninsured Notice process and is not anticipated to be necessary on the November 1 contract start date.

6. In the existing contract with HDI, Contract Amendment No. 5 required the use of NCOA or similar services in the Ongoing Verification Process. This service is currently in the change request process and is expected to be implemented prior to November 1, 2011. HDI included no additional costs for this service in Contract Amendment No. 5; therefore, TDI concludes none should be charged by HDI if it is the Selected Respondent.

**Contract Exhibit D**

# Contractor's Response to BAFO dated December 27, 2010

December 27, 2010

Mr. Martin V. Blair
Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78701-9104

Dear Mr. Blair:

HDI Solutions, Inc. is pleased to submit the following BAFO response associated with RFO No. 11-SKM-TxSURE-VIV. As the incumbent vendor, HDI has shown that we are capable of providing the products and services outlined in the RFO and BAFO to TDI and the other implementing agencies.

As the President and CEO of HDI, I am fully authorized to bind the company by the terms and conditions set forth through the RFO and BAFO. HDI has reviewed both the RFO and BAFO documents, and we certify that we fully understand the information contained therein. HDI understands that the request for BAFO includes, by reference, all terms and conditions from the original RFO and all addenda to the RFO. Additionally, on behalf of HDI, I certify the following:

- The pricing and discounts HDI is offering for the products and services through this BAFO process are true and correct;
- Should HDI be chosen as the successful vendor, HDI will abide by the terms and conditions for the resulting contract;
- HDI is not listed in the prohibited Respondents list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism;" and
- HDI is not suspended or debarred from doing business with the federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration.

The information and pricing included in this BAFO response are valid for the period of 90 days from the submittal date of December 28, 2010.

In addition to the mandatory pricing form that is included on the following pages, HDI respectfully submits the following clarification to two items in BAFO Attachment 1. In reference to Item 2, "valid" driver license numbers must be submitted in order to attempt matching. In reference to Item 5, a change request will be generated when/if TDI decides to add the Second Notice.

HDI is eager to answer any questions that TDI may have as a result of reviewing this BAFO response. I have designated HDI's Executive Vice President, Jim Wilkerson, as the primary contact for this project. Please forward any information relative to a contract to his attention.

Jim Wilkerson
Executive Vice President
HDI Solutions, Inc.
1510 Pumphrey Avenue
Auburn, Alabama 36832
334.466.3025 (office)
800.390.6021 (fax)
jim.wilkerson@hdisolutions.com

HDI is proud of the relationship that we have with TDI and the successes that have been realized over the course of the current contract. We look forward to many more great successes in the future through the resulting contract.

Sincerely,

William R. Mixon, Jr.
President & CEO
HDI Solutions, Inc.

NOTE: Because of a concern that delivery companies may experience holiday delays, we have submitted duplicated responses using two separate delivery companies.

# Texas Department of Insurance

**REQUEST FOR OFFERS**
**No. 11-SKM-TxSURE VIV**
**TexasSure Vehicle Insurance Verification**

**Request for Best and Final Offer (BAFO)**
**To: HDI Solutions, Inc.**
**Auburn, Alabama**
**Date: Friday, December 17, 2010**

**Response to this Request for Best and Final Offer must be received on or before Tuesday, December 28, 2010, at 11:00 a.m., Central Time, Austin, Texas**

**NOTE: FAILURE TO RETURN ALL PAGES OF THIS BAFO DOCUMENT MAY DISQUALIFY RESPONSE**

By signing this BAFO response, the signatory hereby certifies on behalf of the Respondent, that RFO No. 11-SKM-TxSURE VIV and the resulting BAFO have been read and understood. In submitting its response, the Respondent represents to TDI and the other implementing agencies that: i) it is capable of providing the products and services as described in the RFO and BAFO thereto; ii) the pricing and discounts being offered by the Respondent for the products and services are true and correct; iii) agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract; iv) as of the date of signature below, it is not listed in the prohibited Respondents list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; and v) is not suspended or debarred from doing business with the federal government as listed in the Excluded Parties List System (EPLS) maintained by the General Services Administration.

| | | |
|---|---|---|
| | President & CEO | 12/27/2010 |
| Authorized Signature | Title | Date |
| | Legal Counsel | 12/27/2010 |
| Authorized Signature | Title | Date |

# 1.0 BAFO OVERVIEW

## 1.1. BACKGROUND

The Texas Department of Insurance (TDI) issued a Request for Offers No. 11-SKM-TxSURE VIV (RFO) to qualified Respondents to operate TexasSure Vehicle Insurance Verification (TexasSure) as specified in the RFO

TDI, in consultation with the Texas Department of Public Safety (TxDPS), the Texas Department of Motor Vehicles (TxDMV), and the Texas Department of Information Resources (DIR) (hereafter referred to as the other implementing agencies) completed an evaluation of responses received and recommended that a subset of Respondents be invited to participate in a BAFO process. Based on the Team's recommendation, TDI issues this document to HDI Solutions, Inc., (HDI) whose response was within a competitive range.

This request for Best and Final Offer (BAFO) includes by reference all terms and conditions from the original RFO and all addenda to the RFO. The RFO documents, Respondent's original response, this document and its attachments, any addenda to this document that may be issued and Respondent's response to the BAFO shall become part of any contract finally negotiated between TDI, DPS, TxDMV, DIR and the Selected Respondent. The order of precedence for the contract documents will be sent forth in the awarded contract.

## 1.2. CLARIFICATIONS

Pursuant to a discussion of clarifications between TDI and HDI in a teleconference on December 16, 2010, as summarized in Attachment 1, TDI hereby requests a Best and Final Offer of HDI's Cost Proposal, the Mandatory Pricing Form dated November 8, 2010.

# 2.0. BAFO TIMELINE AND PROCEDURES

## 2.1. QUESTIONS RELATED TO BAFO

Questions relating to this BAFO must be submitted via e-mail to the TDI Contact Person identified below, no later than 12:00 Noon, Central Time, on December 21, 2010. Questions must include e-mail address for reply. TDI plans to respond to questions submitted by the deadline on or before December 23, 2010. Questions received after the deadline will not be answered.

Responses to all questions will be provided via e-mail to all BAFO recipients.

**TDI Contact Person:**
Martin V. Blair
Texas Department of Insurance
P.O. Box 149104
Austin, TX 78701-9104
martin.blair@tdi.state.tx.us

## 2.2. BAFO SUBMISSION

HDI shall submit one (1) signed original and five (5) copies of the BAFO response to the Texas Department of Insurance Purchasing Department, Room 850, Tower 1, at TDI's main building at 333 Guadalupe, Austin, Texas 78701. **BAFO responses are due no later than 11:00 AM, Central Time, on Tuesday, December 28, 2010**. The clock in the TDI's Purchasing Office is the official timepiece to determine compliance with the deadline. Responses may be sent by mail, carrier or by hand delivery. Respondent should consider mailing and delivery times in order to ensure that the BAFO is received at TDI by the deadline. Responses must be signed by an officer, or agent, of the responding firm who is empowered to contractually bind such firm and by an appropriate attorney/legal counsel for the Respondent. The signatories must certify that they agree to abide by all terms and conditions laid out in the BAFO, including all its attachments and any published addenda, unless exceptions are identified in writing within the BAFO response. Responses submitted from Respondents that did not respond to the original RFO will be disqualified from evaluation. Failure to follow the BAFO instructions and format, or failure to provide all required information and pricing, may result in elimination from further consideration.

The outside of the container for responses must be clearly marked "***11-SKM-TxSURE VIV-BAFO***."

## 2.3. INFORMATION AND PRICING GUARANTEES

Each BAFO response must include a statement from the Respondent that the information and pricing provided in its BAFO response and all other documents submitted are valid for a period of at least 90 days from the BAFO submission deadline.

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Taking into account and consideration the matters clarified in the teleconference of December 16, 2010, and summarized in Attachment 1, the BAFO shall contain any changes to, service augmentations of, or discounts to ***HDI's Cost Proposal, the Mandatory Pricing Form Dated November 8, 2010.***

# ATTACHMENT 1

1. RFO Section 2.4.2 #6 and Section 2.4.3 #6:

   Based upon the HDI Presentation of December 8, 2010, TDI considers that the fuzzy logic and algorithms already employed by Insure-Rite meet the requirement to normalize data. HDI's response in Exhibit 1, page 27, indicates that this requirement is already in place. Therefore, this would not constitute an additional development or "data cleansing" expense.

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   This item states that the registration data provided by TxDMV consists of actively registered vehicles, and those registered vehicles up to six (6) months expired. This requirement pertains only to the data the Selected Respondent will receive and is not mean to indicate that Selected Respondent shall only keep records up to six (6) months expired.

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   This item references a Second Notice for the Uninsured Notice. As clarified during the HDI Presentation of December 8, 2010, this is a possible future enhancement to the Uninsured Notice process and is not anticipated to be necessary on the November 1 contract start date.

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# Exhibit 2:

# MANDATORY PRICING FORM

**Important Note:**

**Respondents must use an electronic version of Exhibit 2 to respond (available as an MS Excel download with the RFO materials)**

# Exhibit 2 - Mandatory Pricing Form
## Instructions

This exhibit of the RFO contains specific pricing requirements that the Respondent shall submit as its financial proposal and to document any relevant assumptions. The Respondent shall respond to this Exhibit according the instructions provided below.

### General Instructions

1. Respondent shall use the electronic version of this Exhibit (available as an Excel download with the RFO materials) to respond to the requirements. The Respondent should not make any changes to formatting or text styles in the document. Respondent must not merge or change the format of any cells in the document.
2. Respondent shall save the file as the original filename prefixed with a three-letter Respondent identifier (e.g., "ABC_11-SKM-TxSure VIV_Exhibit 2.xls"), where "ABC" is replaced with a three-letter acronym identifying the Respondent. All files submitted by the Respondent should use the same three-letter identifier.
3. Respondent shall return the completed file, with the new file name, as part of its response to the RFO.
4. All expenses provided shall be in TDI fiscal years (FY), September 1 through August 31.
5. Respondent will provide pricing based on the assumption that all development will be completed in FY 2011, and operations and maintenance will begin November 1, 2011 (FY 2012).
6. TDI will reimburse only for the months of actual service.
7. Respondent shall not provide information in cells that are grayed out. These and other cells that do not require data entry will be locked and will not allow changes by the Respondent.
8. On Forms 2 - 5 and 8, Respondent shall detail pricing for the initial three (3) year term as well as the two (2) optional years.

### Response Instructions

**Form 1: Summary of Fees**

Respondent shall not enter information on this form. This form reflects the total price for Program Development, Program Maintenance, and Program Operations based on the information supplied by Respondent in Forms 2-5.

**Form 2: Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)**

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4).

**Form 3: Service 2 - Web Services (RFO Section 2.5)**

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 2 -Web Services (RFO Section 2.5).

**Form 4a: Service 3 - Customer Notices (RFO Section 2.6.1)**

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 3 - Customer Notices (RFO Section 2.6.1). For Program Operations, Respondent shall provide pricing for three (3) operating levels based on the number of letters mailed per week. Pricing submitted for operations at 25,000 letters per week will be used in the evaluation of responses to this RFO.

**Form 4b: Service 3 - Call Center (RFO Section 2.6.2)**

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 3 - Call Center (RFO Section 2.6.2). For Program Operations, Respondent shall provide pricing for three (3) operating levels based on the number of transactions per month. Pricing submitted for operations at 30,000 transactions per month will be used in the evaluation of responses to this RFO.

**Form 5: Service 4 - Disaster Recovery (RFO Section 2.7)**

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 4 - Disaster Recovery (RFO Section 2.7).

**Form 6: Hardware and Software**

Respondent shall use this form to detail all hardware and software included in the system solution, to include pricing.

**Form 7: Assumptions**

Respondent shall document key assumptions affecting price, schedule and/or functionality. If no assumptions or impacts are specified, it will be assumed that there are none. TDI understands that the prices of some services and products are decreasing and may continue to decrease into the future. In that regard, TDI expects Respondent to identify those services and products on Form 7 for which it will guarantee price reductions over the term of the contract through declining unit rate pricing year over year.

**Form 8: OAG Data File**

Respondent shall use this form to provide pricing for the development, maintenance and operation of providing a monthly data file to the OAG (RFO Section 2.19). The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

## Exhibit 2 - Mandatory Pricing Form

### Form 1: Summary of Fees

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)** | | | | | | | | | | |
| Program Development | $ 1,015,688.00 | | | | | $ 1,015,688.00 | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ 169,209.00 | $ 2,030,508.00 | $ 174,285.00 | $ 2,091,420.00 | $ 4,121,928.00 | $ 179,513.00 | $ 2,154,156.00 | $ 184,898.00 | $ 2,218,776.00 |
| **Service 2 - Web Services (RFO Section 2.5)** | | | | | | | | | | |
| Program Development | $ 381,921.00 | | | | | $ 381,921.00 | | | | |
| Program Maintenance | | $ 5,000.00 | $ 60,000.00 | $ 5,150.00 | $ 61,800.00 | $ 121,800.00 | $ 5,304.00 | $ 63,648.00 | $ 5,463.00 | $ 65,556.00 |
| Program Operation | | $ 35,046.00 | $ 420,552.00 | $ 36,097.00 | $ 433,164.00 | $ 853,716.00 | $ 37,179.00 | $ 446,148.00 | $ 38,294.00 | $ 459,528.00 |
| **Service 3 - Customer Notices and Call Center (RFO Section 2.6)** | | | | | | | | | | |
| Program Development | $ 213,188.00 | | | | | $ 213,188.00 | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ 203,357.10 | $ 2,440,285.20 | $ 209,456.22 | $ 2,513,474.64 | $ 4,953,759.84 | $ 215,738.35 | $ 2,588,860.20 | $ 222,209.48 | $ 2,666,513.76 |
| **Service 4 - Disaster Recovery (RFO Section 2.7)** | | | | | | | | | | |
| Program Development | $ 54,157.00 | | | | | $ 54,157.00 | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 24,360.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Summary of Fees** | | | | | | | | | | |
| Service 1 (RFO Section 2.4) | $ 1,015,688.00 | $ 169,209.00 | $ 2,030,508.00 | $ 174,285.00 | $ 2,091,420.00 | $ 5,137,616.00 | $ 179,513.00 | $ 2,154,156.00 | $ 184,898.00 | $ 2,218,776.00 |
| Service 2 (RFO Section 2.5) | $ 381,921.00 | $ 40,046.00 | $ 480,552.00 | $ 41,247.00 | $ 494,964.00 | $ 1,357,437.00 | $ 42,483.00 | $ 509,796.00 | $ 43,757.00 | $ 525,084.00 |
| Service 3 (RFO Section 2.6) | $ 213,188.00 | $ 203,357.10 | $ 2,440,285.20 | $ 209,456.22 | $ 2,513,474.64 | $ 5,166,947.84 | $ 215,738.35 | $ 2,588,860.20 | $ 222,209.48 | $ 2,666,513.76 |
| Service 4 (RFO Section 2.7) | $ 54,157.00 | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 78,517.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |
| **Total Costs** | $ 1,664,954.00 | $ 413,612.10 | $ 4,963,345.20 | $ 426,018.22 | $ 5,112,218.64 | **$ 11,740,517.84** | $ 438,794.35 | $ 5,265,532.20 | $ 451,956.48 | $ 5,423,477.76 |

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **OAG Data File (RFO Section 2.19) **** | | | | | | | | | | |
| Program Development | $ 83,000.00 | | | | | $ 83,000.00 | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 24,360.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |

**** The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.**

## Form 2: Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)

| | | FY 2012 | | FY 2013 | | | optional years FY 2014 | | optional years FY 2015 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | $ 71,063.00 | | | | | $ 71,063.00 | | | | |
| Software | $ 89,625.00 | | | | | $ 89,625.00 | | | | |
| Labor (Design, Build, Test, Implementation) | $ 855,000.00 | | | | | $ 855,000.00 | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| **Program Development - TOTAL** | $ 1,015,688.00 | | | | | $ 1,015,688.00 | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Maintenance - TOTAL** | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | $ 169,209.00 | $ 2,030,508.00 | $ 174,285.00 | $ 2,091,420.00 | $ 4,121,928.00 | $ 179,513.00 | $ 2,154,156.00 | $ 184,898.00 | $ 2,218,776.00 |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Operation - TOTAL** | | $ 169,209.00 | $ 2,030,508.00 | $ 174,285.00 | $ 2,091,420.00 | $ 4,121,928.00 | $ 179,513.00 | $ 2,154,156.00 | $ 184,898.00 | $ 2,218,776.00 |

## Form 3: Service 2 - Web Services (RFO Section 2.5)

| | | FY 2012 | | FY 2013 | | | optional years FY 2014 | | optional years FY 2015 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | $ 16,813.00 | | | | | $ 16,813.00 | | | | |
| Software | $ 53,750.00 | | | | | $ 53,750.00 | | | | |
| Labor (Design, Build, Test, Implementation) | $ 228,358.00 | | | | | $ 228,358.00 | | | | |
| Other Development | | | | | | $ - | | | | |
| Module for Company Use (RFO Sec 2.5.2) | $ 83,000.00 | | | | | $ 83,000.00 | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| **Program Development - TOTAL** | **$ 381,921.00** | | | | | **$ 381,921.00** | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Module for Company Use (RFO Sec 2.5.2) | | $ 5,000.00 | $ 60,000.00 | $ 5,150.00 | $ 61,800.00 | $ 121,800.00 | $ 5,304.00 | $ 63,648.00 | $ 5,463.00 | $ 65,556.00 |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Maintenance - TOTAL** | | **$ 5,000.00** | **$ 60,000.00** | **$ 5,150.00** | **$ 61,800.00** | **$ 121,800.00** | **$ 5,304.00** | **$ 63,648.00** | **$ 5,463.00** | **$ 65,556.00** |
| **Program Operation** | | | | | | | | | | |
| Operations | | $ 35,046.00 | $ 420,552.00 | $ 36,097.00 | $ 433,164.00 | $ 853,716.00 | $ 37,179.00 | $ 446,148.00 | $ 38,294.00 | $ 459,528.00 |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Operation - TOTAL** | | **$ 35,046.00** | **$ 420,552.00** | **$ 36,097.00** | **$ 433,164.00** | **$ 853,716.00** | **$ 37,179.00** | **$ 446,148.00** | **$ 38,294.00** | **$ 459,528.00** |

## Form 4a: Service 3 - Customer Notices (RFO Section 2.6.1)

| | | FY 2012 | | FY 2013 | | | optional years FY 2014 | | optional years FY 2015 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | | | | | | $ - | | | | |
| Other Development | $ 12,000.00 | | | | | $ 12,000.00 | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| **Program Development - TOTAL** | **$ 12,000.00** | | | | | **$ 12,000.00** | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Maintenance - TOTAL** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Program Operation** | | | | | | | | | | |
| **@ 15,000 letters/week** | | $ 58,410.00 | $ 700,920.00 | $ 60,161.00 | $ 721,932.00 | $ 1,422,852.00 | $ 61,965.00 | $ 743,580.00 | $ 63,823.00 | $ 765,876.00 |
| Operations and overhead | | *$ 34,815.00* | *$ 417,780.00* | *$ 35,859.00* | *$ 430,308.00* | *$ 848,088.00* | *$ 36,934.00* | *$ 443,208.00* | *$ 38,042.00* | *$ 456,504.00* |
| Postage * | | *$ 23,595.00* | *$ 283,140.00* | *$ 24,302.00* | *$ 291,624.00* | *$ 574,764.00* | *$ 25,031.00* | *$ 300,372.00* | *$ 25,781.00* | *$ 309,372.00* |
| NCOA (or similar service) * | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **@ 25,000 letters/week **** | | $ 80,683.00 | $ 968,196.00 | $ 83,102.00 | $ 997,224.00 | $ 1,965,420.00 | $ 85,594.00 | $ 1,027,128.00 | $ 88,161.00 | $ 1,057,932.00 |
| Operations and overhead | | *$ 41,358.00* | *$ 496,296.00* | *$ 42,598.00* | *$ 511,176.00* | *$ 1,007,472.00* | *$ 43,875.00* | *$ 526,500.00* | *$ 45,191.00* | *$ 542,292.00* |
| Postage * | | *$ 39,325.00* | *$ 471,900.00* | *$ 40,504.00* | *$ 486,048.00* | *$ 957,948.00* | *$ 41,719.00* | *$ 500,628.00* | *$ 42,970.00* | *$ 515,640.00* |
| NCOA (or similar service) * | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **@ 50,000 letters/week** | | $ 136,366.00 | $ 1,636,392.00 | $ 140,456.00 | $ 1,685,472.00 | $ 3,321,864.00 | $ 144,669.00 | $ 1,736,028.00 | $ 149,008.00 | $ 1,788,096.00 |
| Operations and overhead | | *$ 57,716.00* | *$ 692,592.00* | *$ 59,447.00* | *$ 713,364.00* | *$ 1,405,956.00* | *$ 61,230.00* | *$ 734,760.00* | *$ 63,066.00* | *$ 756,792.00* |
| Postage * | | *$ 78,650.00* | *$ 943,800.00* | *$ 81,009.00* | *$ 972,108.00* | *$ 1,915,908.00* | *$ 83,439.00* | *$ 1,001,268.00* | *$ 85,942.00* | *$ 1,031,304.00* |
| NCOA (or similar service) * | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Operation - TOTAL** | | **$ 80,683.00** | **$ 968,196.00** | **$ 83,102.00** | **$ 997,224.00** | **$ 1,965,420.00** | **$ 85,594.00** | **$ 1,027,128.00** | **$ 88,161.00** | **$ 1,057,932.00** |

* TDI will reimburse for actual costs incurrad only

** Pricing submitted for operations at 25,000 letters per week will be used in the evaluation of responses to this RFO.

## Form 4b: Service 3 - Call Center (RFO Section 2.6.2)

| | | FY 2012 | | FY 2013 | | | optional years FY 2014 | | optional years FY 2015 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | $ 65,188.00 | | | | | $ 65,188.00 | | | | |
| Software | $ 35,000.00 | | | | | $ 35,000.00 | | | | |
| Labor (Design, Build, Test, Implementation) | $ 101,000.00 | | | | | $ 101,000.00 | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| **Program Development - TOTAL** | **$ 201,188.00** | | | | | **$ 201,188.00** | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Maintenance - TOTAL** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Program Operation** | | | | | | | | | | |
| **@ 15,000 transactions*/month** | | $ 116,541.30 | $ 1,398,495.60 | $ 120,037.43 | $ 1,440,449.16 | $ 2,838,944.76 | $ 123,637.56 | $ 1,483,650.72 | $ 127,345.70 | $ 1,528,148.40 |
| Operations and overhead | | *$ 116,537.00* | *$ 1,398,444.00* | *$ 120,033.00* | *$ 1,440,396.00* | *$ 2,838,840.00* | *$ 123,633.00* | *$ 1,483,596.00* | *$ 127,341.00* | *$ 1,528,092.00* |
| Per Transaction over 15,000 | | *$ 4.30* | *$ 51.60* | *$ 4.43* | *$ 53.16* | *$ 104.76* | *$ 4.56* | *$ 54.72* | *$ 4.70* | *$ 56.40* |
| **@ 30,000 transactions*/month **** | | $ 122,674.10 | $ 1,472,089.20 | $ 126,354.22 | $ 1,516,250.64 | $ 2,988,339.84 | $ 130,144.35 | $ 1,561,732.20 | $ 134,048.48 | $ 1,608,581.76 |
| Operations and overhead | | *$ 122,670.00* | *$ 1,472,040.00* | *$ 126,350.00* | *$ 1,516,200.00* | *$ 2,988,240.00* | *$ 130,140.00* | *$ 1,561,680.00* | *$ 134,044.00* | *$ 1,608,528.00* |
| Per Transaction over 30,000 | | *$ 4.10* | *$ 49.20* | *$ 4.22* | *$ 50.64* | *$ 99.84* | *$ 4.35* | *$ 52.20* | *$ 4.48* | *$ 53.76* |
| **@ 60,000 transactions*/month** | | $ 233,077.90 | $ 2,796,934.80 | $ 240,070.02 | $ 2,880,840.24 | $ 5,677,775.04 | $ 247,271.14 | $ 2,967,253.68 | $ 254,689.26 | $ 3,056,271.12 |
| Operations and overhead | | *$ 233,074.00* | *$ 2,796,888.00* | *$ 240,066.00* | *$ 2,880,792.00* | *$ 5,677,680.00* | *$ 247,267.00* | *$ 2,967,204.00* | *$ 254,685.00* | *$ 3,056,220.00* |
| Per Transaction over 60,000 | | *$ 3.90* | *$ 46.80* | *$ 4.02* | *$ 48.24* | *$ 95.04* | *$ 4.14* | *$ 49.68* | *$ 4.26* | *$ 51.12* |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Operation - TOTAL** | | **$ 122,674.10** | **$ 1,472,089.20** | **$ 126,354.22** | **$ 1,516,250.64** | **$ 2,988,339.84** | **$ 130,144.35** | **$ 1,561,732.20** | **$ 134,048.48** | **$ 1,608,581.76** |

* A transaction is defined as an individual case number or reference code that has been resolved and completed following customer response(s).

** Pricing submitted for operations at 30,000 transactions per month will be used in the evaluation of responses to this RFO.

## Form 5: Service 4 - Disaster Recovery (RFO Section 2.7)

| | | FY 2012 | | FY 2013 | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | $ 49,157.00 | | | | | $ 49,157.00 | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | $ 5,000.00 | | | | | $ 5,000.00 | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| **Program Development - TOTAL** | **$ 54,157.00** | | | | | **$ 54,157.00** | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Maintenance - TOTAL** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Program Operation** | | | | | | | | | | |
| Operations | | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 24,360.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Operation - TOTAL** | | **$ 1,000.00** | **$ 12,000.00** | **$ 1,030.00** | **$ 12,360.00** | **$ 24,360.00** | **$ 1,060.00** | **$ 12,720.00** | **$ 1,092.00** | **$ 13,104.00** |

## Form 6: Hardware and Software

Respondent will detail all hardware and software included in the system solution. Respondent will indicate the service(s) for which the hardware/software will be used, using the RFO Section number as the identifier.

| Item | HW or SW | Service(s) [RFO Section] | Cost |
|---|---|---|---|
| **San Angelo Data Center:** | | | |
| 4 Dell PowerEdge R610 servers with dual high end processors (ev/be) | HW | Service 1 - Section 2.4 | $ 36,625.00 |
| 2 Dell PowerEdge R610 servers with single high end processor (ftp/nfs) | HW | Service 1 - Section 2.4 | $ 13,312.00 |
| 2 Dell PowerEdge R610 servers with dual high end processors (ws) | HW | Service 2 - Section 2.5 | $ 16,812.00 |
| 1 Server Rack with system installation | HW | Service 1 - Section 2.4 | $ 6,250.00 |
| 2 SonicWall firewalls | HW | Service 1 - Section 2.4 | $ 1,625.00 |
| 2 Dlink managed switches | HW | Service 1 - Section 2.4 | $ 750.00 |
| 2 Cisco routers | HW | Service 1 - Section 2.4 | $ 12,500.00 |
| Progress software licensing (ev/be) | SW | Service 1 - Section 2.4 | $ 81,250.00 |
| NG Balance load balance licensing (ev) | SW | Service 1 - Section 2.4 | $ 8,375.00 |
| Progress software licensing (ws) | SW | Service 2 - Section 2.5 | $ 41,250.00 |
| SQL Server licensing (ws) | SW | Service 2 - Section 2.5 | $ 12,500.00 |
| Operating systems are included above | | | $ - |
| 24/7 4-hour response time manufacturer support is included above | | | $ - |
| **San Marcos Data Center (Call Center):** | | | |
| 2 Dell PowerEdge R610 servers with dual high end processors (ovp) | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 18,312.00 |
| 2 Dell PowerEdge R610 servers with single high end processor (ra) | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 13,312.00 |
| 2 Dell PowerEdge R710 servers with dual high end processors (vm) | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 16,812.00 |
| 1 Server Rack with system installation | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 6,250.00 |
| 2 SonicWall firewalls | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 1,625.00 |
| 2 Dlink managed switches | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 750.00 |
| 1 Smart UPS RT 5000VA uninterruptable power supply | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 8,125.00 |
| Progress software licensing | SW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 35,000.00 |
| Operating systems are included above | | | $ - |
| 24/7 4-hour response time manufacturer support is included above | | | $ - |
| **Auburn Data Center:** | | | |
| 1 Dell PowerEdge R610 server with dual high end processors (ev-dr) | HW | Service 4 - Section 2.7 | $ 9,156.00 |
| 2 Dell PowerEdge R610 servers with single high end processor (be/ftp-dr) | HW | Service 4 - Section 2.7 | $ 13,312.00 |
| 1 Dell PowerEdge R710 server with dual high end processors (vm-dr) | HW | Service 4 - Section 2.7 | $ 12,031.00 |
| 1 Dell PowerEdge R610 server with dual high end processors (ws) | HW | Service 4 - Section 2.7 | $ 8,406.00 |
| 1 Server Rack with system installation | HW | Service 4 - Section 2.7 | $ 6,250.00 |
| Progress software licensing is included above | SW | Service 4 - Section 2.7 | $ - |
| Operating systems are included above | | | $ - |
| 24/7 4-hour response time manufacturer support is included above | | | $ - |
| | | | |
| Note 1: Since Insure-Rite provides matching as a self-contained service, utilizing its own embedded hardware and software infrastructure, no hardware or software elements have been shown here for the matching component. | | | |
| Note 2: No phones, phone system, workstations, scanners, mail-openers, or other accessories have been included for the call center. These elements are covered in the ongoing operations charges. | | | |
| Note 3: The State may have contracts with hardware and software manufacturers/suppliers that will yield better pricing than what is reflected here. If so, HDI will gladly coordinate with these entities on TDI's behalf. | | | |

## Form 7: Assumptions

Respondent will provide all assumptions used in pricing these services. Respondent will annotate those assumptions that will impact price.

| | Price Impact Y/N | RFO Section Reference | Description |
|---|---|---|---|
| 1 | N | 2.4 | Since Insure-Rite provides matching as a self-contained service, utilizing its own embedded hardware and software infrastructure, no hardware or software elements have been shown in Form 6 for the matching component. |
| 2 | Y | 2.14 | The State's data center in San Angelo and its associated telecom facilities will be utilized at no charge to HDI. |
| 3 | Y | 4.12 | The State may have contracts with hardware and software manufacturers/suppliers that will yield better pricing than what is reflected here. If so, HDI will gladly coordinate with these entities on TDI's behalf. |
| 4 | N | 4.12 | Program operation charges include maintenance charges in most instances so as to avoid semantics between the two. |
| 5 | N | 2.13 | Ongoing hardware and software maintenance is included by manufacturers in fiscal year 2011 up-front amounts. |
| 6 | Y | 2.6.1. | A per piece postage amount of 36.3 cents is used thoughout. USPS rate increases have not been predicted. |
| 7 | Y | 2.6.1. | Pitney Bowes charges for letter creation/mailing have been flowed through without mark-up. If savings will result for TDI, HDI will consider performing these functions internally. |
| 8 | Y | 2.4 | If the "data cleansing" elements required by the RFO are eliminated/reduced, substantial savings for TDI will result. |
| 9 | Y | 2.11 | If TDI desires that HDI continue to use the existing hardware/software for a period of time, instead of providing all new elements, substantial savings would result. |
| 10 | N | 2.6.2. | No phones, phone system, workstations, scanners, mail-openers, or other accessories have been included for the call center in the hardware and software lists. These elements are covered in the ongoing operations charges. |
| 11 | N | 2.13 | All hardware and software provided to the State will be new and title will be passed. |
| 12 | | | |
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## Form 8: OAG Data File (RFO Section 2.19)

The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | $ 83,000.00 | | | | | $ 83,000.00 | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| **Program Development - TOTAL** | **$ 83,000.00** | | | | | **$ 83,000.00** | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Maintenance - TOTAL** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Program Operation** | | | | | | | | | | |
| Operations | | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 24,360.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| **Program Operation - TOTAL** | | **$ 1,000.00** | **$ 12,000.00** | **$ 1,030.00** | **$ 12,360.00** | **$ 24,360.00** | **$ 1,060.00** | **$ 12,720.00** | **$ 1,092.00** | **$ 13,104.00** |

**Contract Exhibit E**

# Contractor's itemized pricing dated April 11, 2011

# Exhibit 2:

## MANDATORY PRICING FORM

Important Note:
Respondents must use an electronic version of Exhibit 2 to respond
(available as an MS Excel download with the RFO materials)

# Revision Date: 4/11/2011

Itemizes operational expenses for Services 1-4.

Exhibit 2:

MANDATORY PRICING FORM

Important Note:
Respondents must use an electronic version of Exhibit 2 to respond
(available as an MS Excel download with the RFO materials)

# Revision Date: 4/11/2011

Itemizes operational expenses for Services 1-4.

# Exhibit 2 - Mandatory Pricing Form
## Instructions

This exhibit of the RFO contains specific pricing requirements that the Respondent shall submit as its financial proposal and to document any relevant assumptions. The Respondent shall respond to this Exhibit according the instructions provided below.

### General Instructions

1. Respondent shall use the electronic version of this Exhibit (available as an Excel download with the RFO materials) to respond to the requirements. The Respondent should not make any changes to formatting or text styles in the document. Respondent must not merge or change the format of any cells in the document.
2. Respondent shall save the file as the original filename prefixed with a three-letter Respondent identifier (e.g., "ABC_11-SKM-TxSure VIV_Exhibit 2.xls"), where "ABC" is replaced with a three-letter acronym identifying the Respondent. All files submitted by the Respondent should use the same three-letter identifier.
3. Respondent shall return the completed file, with the new file name, as part of its response to the RFO.
4. All expenses provided shall be in TDI fiscal years (FY), September 1 through August 31.
5. Respondent will provide pricing based on the assumption that all development will be completed in FY 2011, and operations and maintenance will begin November 1, 2011 (FY 2012).
6. TDI will reimburse only for the months of actual service.
7. Respondent shall not provide information in cells that are grayed out. These and other cells that do not require data entry will be locked and will not allow changes by the Respondent.
8. On Forms 2 - 5 and 8, Respondent shall detail pricing for the initial three (3) year term as well as the two (2) optional years.

### Response Instructions

#### Form 1: Summary of Fees

Respondent shall not enter information on this form. This form reflects the total price for Program Development, Program Maintenance, and Program Operations based on the information supplied by Respondent in Forms 2-5.

#### Form 2: Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4).

#### Form 3: Service 2 - Web Services (RFO Section 2.5)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 2 -Web Services (RFO Section 2.5).

## Form 4a: Service 3 - Customer Notices (RFO Section 2.6.1)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 3 - Customer Notices (RFO Section 2.6.1). For Program Operations, Respondent shall provide pricing for three (3) operating levels based on the number of letters mailed per week. Pricing submitted for operations at 25,000 letters per week will be used in the evaluation of responses to this RFO.

## Form 4b: Service 3 - Call Center (RFO Section 2.6.2)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 3 - Call Center (RFO Section 2.6.2). For Program Operations, Respondent shall provide pricing for three (3) operating levels based on the number of transactions per month. Pricing submitted for operations at 30,000 transactions per month will be used in the evaluation of responses to this RFO.

## Form 5: Service 4 - Disaster Recovery (RFO Section 2.7)

Respondent shall use this form to provide pricing for the development, maintenance and operation of Service 4 - Disaster Recovery (RFO Section 2.7).

## Form 6: Hardware and Software

Respondent shall use this form to detail all hardware and software included in the system solution, to include pricing.

## Form 7: Assumptions

Respondent shall document key assumptions affecting price, schedule and/or functionality. If no assumptions or impacts are specified, it will be assumed that there are none. TDI understands that the prices of some services and products are decreasing and may continue to decrease into the future. In that regard, TDI expects Respondent to identify those services and products on Form 7 for which it will guarantee price reductions over the term of the contract through declining unit rate pricing year over year.

## Form 8: OAG Data File

Respondent shall use this form to provide pricing for the development, maintenance and operation of providing a monthly data file to the OAG (RFO Section 2.19). The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

Exhibit 2 - Mandatory Pricing Form

Form 1: Summary of Fees

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4) | | | | | | | | | | |
| Program Development | $ 1,015,688.00 | | | | | $ 1,015,688.00 | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ 169,209.00 | $ 2,030,508.00 | $ 174,285.00 | $ 2,091,420.00 | $ 4,121,928.00 | $ 179,513.00 | $ 2,154,156.00 | $ 184,898.00 | $ 2,218,776.00 |
| Service 2 - Web Services (RFO Section 2.5) | | | | | | | | | | |
| Program Development | $ 153,563.00 | | | | | $ 153,563.00 | | | | |
| Program Maintenance | | $ 5,000.00 | $ 60,000.00 | $ 5,150.00 | $ 61,800.00 | $ 121,800.00 | $ 5,304.00 | $ 63,648.00 | $ 5,463.00 | $ 65,556.00 |
| Program Operation | | $ 35,046.00 | $ 420,552.00 | $ 36,097.00 | $ 433,164.00 | $ 853,716.00 | $ 37,179.00 | $ 446,148.00 | $ 38,294.00 | $ 459,528.00 |
| Service 3 - Customer Notices and Call Center (RFO Section 2.6) | | | | | | | | | | |
| Program Development | $ 213,188.00 | | | | | $ 213,188.00 | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ 203,353.00 | $ 2,440,236.00 | $ 209,452.00 | $ 2,513,424.00 | $ 4,953,660.00 | $ 215,734.00 | $ 2,588,808.00 | $ 222,205.00 | $ 2,666,460.00 |
| Service 4 - Disaster Recovery (RFO Section 2.7) | | | | | | | | | | |
| Program Development | $ 54,157.00 | | | | | $ 54,157.00 | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 24,360.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| Summary of Fees | | | | | | | | | | |
| Service 1 (RFO Section 2.4) | $ 1,015,688.00 | $ 169,209.00 | $ 2,030,508.00 | $ 174,285.00 | $ 2,091,420.00 | $ 5,137,616.00 | $ 179,513.00 | $ 2,154,156.00 | $ 184,898.00 | $ 2,218,776.00 |
| Service 2 (RFO Section 2.5) | $ 153,563.00 | $ 40,046.00 | $ 480,552.00 | $ 41,247.00 | $ 494,964.00 | $ 1,129,079.00 | $ 42,483.00 | $ 509,796.00 | $ 43,757.00 | $ 525,084.00 |
| Service 3 (RFO Section 2.6) | $ 213,188.00 | $ 203,353.00 | $ 2,440,236.00 | $ 209,452.00 | $ 2,513,424.00 | $ 5,166,848.00 | $ 215,734.00 | $ 2,588,808.00 | $ 222,205.00 | $ 2,666,460.00 |
| Service 4 (RFO Section 2.7) | $ 54,157.00 | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 78,517.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |
| Total Costs | $ 1,436,596.00 | $ 413,608.00 | $ 4,963,296.00 | $ 426,014.00 | $ 5,112,168.00 | $ 11,512,060.00 | $ 438,790.00 | $ 5,265,480.00 | $ 451,952.00 | $ 5,423,424.00 |

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| OAG Data File (RFO Section 2.19) ** | | | | | | | | | | |
| Program Development | $ 83,000.00 | | | | | $ 83,000.00 | | | | |
| Program Maintenance | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Program Operation | | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 24,360.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |

** The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

Form 2: Service 1 - TexasSure Matching and Query Response Program (RFO Section 2.4)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | $ 71,063.00 | | | | | $ 71,063.00 | | | | |
| Software | $ 89,625.00 | | | | | $ 89,625.00 | | | | |
| Labor (Design, Build, Test, Implementation) | $ 855,000.00 | | | | | $ 855,000.00 | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ 1,015,688.00 | | | | | $ 1,015,688.00 | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | *$ -* | | *$ -* | | | *$ -* | | *$ -* |
| *(replace w/ description)* | | | *$ -* | | *$ -* | | | *$ -* | | *$ -* |
| *(replace w/ description)* | | | *$ -* | | *$ -* | | | *$ -* | | *$ -* |
| *(replace w/ description)* | | | *$ -* | | *$ -* | | | *$ -* | | *$ -* |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | $ 169,209.00 | $ 2,030,508.00 | $ 174,285.00 | $ 2,091,420.00 | $ 4,121,928.00 | $ 179,513.00 | $ 2,154,156.00 | $ 184,898.00 | $ 2,218,776.00 |
| Itemized Operating Expenses *(detail below)* | | | | | | | | | | |
| *software licensing* | | *$ 84,605.00* | *$ 1,015,260.00* | *$ 84,605.00* | *$ 1,015,260.00* | | *$ 84,605.00* | *$ 1,015,260.00* | *$ 84,605.00* | *$ 1,015,260.00* |
| *labor* | | *$ 84,604.00* | *$ 1,015,248.00* | *$ 89,680.00* | *$ 1,076,160.00* | | *$ 94,908.00* | *$ 1,138,896.00* | *$ 100,293.00* | *$ 1,203,516.00* |
| | | | *$ -* | | *$ -* | | | *$ -* | | *$ -* |
| | | | *$ -* | | *$ -* | | | *$ -* | | *$ -* |
| Program Operation - TOTAL | | $ 169,209.00 | $ 2,030,508.00 | $ 174,285.00 | $ 2,091,420.00 | $ 4,121,928.00 | $ 179,513.00 | $ 2,154,156.00 | $ 184,898.00 | $ 2,218,776.00 |

Form 3: Service 2 - Web Services (RFO Section 2.5)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | $ 16,813.00 | | | | | $ 16,813.00 | | | | |
| Software | $ 53,750.00 | | | | | $ 53,750.00 | | | | |
| Labor (Design, Build, Test, Implementation) | $ - | | | | | $ - | | | | |
| Other Development | | | | | | $ - | | | | |
| Module for Company Use (RFO Sec 2.5.2) | $ 83,000.00 | | | | | $ 83,000.00 | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ 153,563.00 | | | | | $ 153,563.00 | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Module for Company Use (RFO Sec 2.5.2) | | $ 5,000.00 | $ 60,000.00 | $ 5,150.00 | $ 61,800.00 | $ 121,800.00 | $ 5,304.00 | $ 63,648.00 | $ 5,463.00 | $ 65,556.00 |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ 5,000.00 | $ 60,000.00 | $ 5,150.00 | $ 61,800.00 | $ 121,800.00 | $ 5,304.00 | $ 63,648.00 | $ 5,463.00 | $ 65,556.00 |
| **Program Operation** | | | | | | | | | | |
| Operations | | $ 35,046.00 | $ 420,552.00 | $ 36,097.00 | $ 433,164.00 | $ 853,716.00 | $ 37,179.00 | $ 446,148.00 | $ 38,294.00 | $ 459,528.00 |
| Itemized Operating Expenses *(detail below)* | | | | | | | | | | |
| *software licensing* | | *$ 17,523.00* | *$ 210,276.00* | *$ 17,523.00* | *$ 210,276.00* | | *$ 17,523.00* | *$ 210,276.00* | *$ 17,523.00* | *$ 210,276.00* |
| *labor* | | *$ 17,523.00* | *$ 210,276.00* | *$ 18,574.00* | *$ 222,888.00* | | *$ 19,656.00* | *$ 235,872.00* | *$ 20,771.00* | *$ 249,252.00* |
| | | | $ - | $ - | $ - | | $ - | $ - | $ - | $ - |
| | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ 35,046.00 | $ 420,552.00 | $ 36,097.00 | $ 433,164.00 | $ 853,716.00 | $ 37,179.00 | $ 446,148.00 | $ 38,294.00 | $ 459,528.00 |

Form 4a: Service 3 - Customer Notices (RFO Section 2.6.1)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | $ 50,500.00 | | | | | $ 50,500.00 | | | | |
| Other Development | $ 12,000.00 | | | | | $ 12,000.00 | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ 62,500.00 | | | | | $ 62,500.00 | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| @ 15,000 letters/week | | $ 58,410.00 | $ 700,920.00 | $ 60,161.00 | $ 721,932.00 | $ 1,422,852.00 | $ 61,965.00 | $ 743,580.00 | $ 63,823.00 | $ 765,876.00 |
| Operations and overhead (*itemize below*) | | *$ 34,815.00* | *$ 417,780.00* | *$ 35,859.00* | *$ 430,308.00* | *$ 848,088.00* | *$ 36,934.00* | *$ 443,208.00* | *$ 38,042.00* | *$ 456,504.00* |
| *software licensing* | | *$ 14,992.00* | *$ 179,904.00* | *$ 14,992.00* | *$ 179,904.00* | | *$ 14,992.00* | *$ 179,904.00* | *$ 14,992.00* | *$ 179,904.00* |
| *labor* | | *$ 19,823.00* | *$ 237,876.00* | *$ 20,867.00* | *$ 250,404.00* | | *$ 21,942.00* | *$ 263,304.00* | *$ 23,050.00* | *$ 276,600.00* |
| | | | $ - | | $ - | | | $ - | | $ - |
| | | | $ - | | $ - | | | $ - | | $ - |
| Postage * | | *$ 23,595.00* | *$ 283,140.00* | *$ 24,302.00* | *$ 291,624.00* | *$ 574,764.00* | *$ 25,031.00* | *$ 300,372.00* | *$ 25,781.00* | *$ 309,372.00* |
| NCOA (or similar service) * | | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* |
| @ 25,000 letters/week ** | | $ 80,683.00 | $ 968,196.00 | $ 83,102.00 | $ 997,224.00 | $ 1,965,420.00 | $ 85,594.00 | $ 1,027,128.00 | $ 88,161.00 | $ 1,057,932.00 |
| Operations and overhead (*itemize below*) | | *$ 41,358.00* | *$ 496,296.00* | *$ 42,598.00* | *$ 511,176.00* | *$ 1,007,472.00* | *$ 43,875.00* | *$ 526,500.00* | *$ 45,191.00* | *$ 542,292.00* |
| *software licensing* | | *$ 20,679.00* | *$ 248,148.00* | *$ 20,679.00* | *$ 248,148.00* | | *$ 20,679.00* | *$ 248,148.00* | *$ 20,679.00* | *$ 248,148.00* |
| *labor* | | *$ 20,679.00* | *$ 248,148.00* | *$ 21,919.00* | *$ 263,028.00* | | *$ 23,196.00* | *$ 278,352.00* | *$ 24,512.00* | *$ 294,144.00* |
| | | | $ - | | $ - | | | $ - | | $ - |
| | | | $ - | | $ - | | | $ - | | $ - |
| Postage * | | *$ 39,325.00* | *$ 471,900.00* | *$ 40,504.00* | *$ 486,048.00* | *$ 957,948.00* | *$ 41,719.00* | *$ 500,628.00* | *$ 42,970.00* | *$ 515,640.00* |
| NCOA (or similar service) * | | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* |
| @ 50,000 letters/week | | $ 136,366.00 | $ 1,636,392.00 | $ 140,456.00 | $ 1,685,472.00 | $ 3,321,864.00 | $ 144,669.00 | $ 1,736,028.00 | $ 149,008.00 | $ 1,788,096.00 |
| Operations and overhead (*itemize below*) | | *$ 57,716.00* | *$ 692,592.00* | *$ 59,447.00* | *$ 713,364.00* | *$ 1,405,956.00* | *$ 61,230.00* | *$ 734,760.00* | *$ 63,066.00* | *$ 756,792.00* |
| *software licensing* | | *$ 35,154.00* | *$ 421,848.00* | *$ 35,154.00* | *$ 421,848.00* | | *$ 35,154.00* | *$ 421,848.00* | *$ 35,154.00* | *$ 421,848.00* |
| *labor* | | *$ 22,562.00* | *$ 270,744.00* | *$ 24,293.00* | *$ 291,516.00* | | *$ 26,076.00* | *$ 312,912.00* | *$ 27,912.00* | *$ 334,944.00* |
| | | | $ - | | $ - | | | $ - | | $ - |
| | | | $ - | | $ - | | | $ - | | $ - |
| Postage * | | *$ 78,650.00* | *$ 943,800.00* | *$ 81,009.00* | *$ 972,108.00* | *$ 1,915,908.00* | *$ 83,439.00* | *$ 1,001,268.00* | *$ 85,942.00* | *$ 1,031,304.00* |
| NCOA (or similar service) * | | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* | *$ -* |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ 80,683.00 | $ 968,196.00 | $ 83,102.00 | $ 997,224.00 | $ 1,965,420.00 | $ 85,594.00 | $ 1,027,128.00 | $ 88,161.00 | $ 1,057,932.00 |

* TDI will reimburse for actual costs incurred only

** Pricing submitted for operations at 25,000 letters per week will be used in the evaluation of responses to this RFO.

Form 4b: Service 3 - Call Center (RFO Section 2.6.2)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | $ 65,188.00 | | | | | $ 65,188.00 | | | | |
| Software | $ 35,000.00 | | | | | $ 35,000.00 | | | | |
| Labor (Design, Build, Test, Implementation) | $ 50,500.00 | | | | | $ 50,500.00 | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ 150,688.00 | | | | | $ 150,688.00 | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| @ 15,000 transactions*/month | | $ 116,537.00 | $ 1,398,444.00 | $ 120,033.00 | $ 1,440,396.00 | $ 2,838,840.00 | $ 123,633.00 | $ 1,483,596.00 | $ 127,341.00 | $ 1,528,092.00 |
| Operations and overhead *(itemize below)* | | *$ 116,537.00* | *$ 1,398,444.00* | *$ 120,033.00* | *$ 1,440,396.00* | *$ 2,838,840.00* | *$ 123,633.00* | *$ 1,483,596.00* | *$ 127,341.00* | *$ 1,528,092.00* |
| *software licensing* | | *$ 58,319.00* | *$ 699,828.00* | *$ 58,319.00* | *$ 699,828.00* | | *$ 58,319.00* | *$ 699,828.00* | *$ 58,319.00* | *$ 699,828.00* |
| *labor* | | *$ 58,218.00* | *$ 698,616.00* | *$ 61,714.00* | *$ 740,568.00* | | *$ 65,314.00* | *$ 783,768.00* | *$ 69,022.00* | *$ 828,264.00* |
| | | | $ - | | $ - | | | $ - | | $ - |
| | | | $ - | | $ - | | | $ - | | $ - |
| Per Transaction over 15,000 | | *$ 4.30* | *$ 51.60* | *$ 4.43* | *$ 53.16* | *$ 104.76* | *$ 4.56* | *$ 54.72* | *$ 4.70* | *$ 56.40* |
| @ 30,000 transactions*/month ** | | $ 122,670.00 | $ 1,472,040.00 | $ 126,350.00 | $ 1,516,200.00 | $ 2,988,240.00 | $ 130,140.00 | $ 1,561,680.00 | $ 134,044.00 | $ 1,608,528.00 |
| Operations and overhead *(itemize below)* | | *$ 122,670.00* | *$ 1,472,040.00* | *$ 126,350.00* | *$ 1,516,200.00* | *$ 2,988,240.00* | *$ 130,140.00* | *$ 1,561,680.00* | *$ 134,044.00* | *$ 1,608,528.00* |
| *software licensing* | | *$ 61,335.00* | *$ 736,020.00* | *$ 61,335.00* | *$ 736,020.00* | | *$ 61,335.00* | *$ 736,020.00* | *$ 61,335.00* | *$ 736,020.00* |
| *labor* | | *$ 61,335.00* | *$ 736,020.00* | *$ 65,015.00* | *$ 780,180.00* | | *$ 68,805.00* | *$ 825,660.00* | *$ 72,709.00* | *$ 872,508.00* |
| | | | $ - | | $ - | | | $ - | | $ - |
| | | | $ - | | $ - | | | $ - | | $ - |
| Per Transaction over 30,000 | | *$ 4.10* | *$ 49.20* | *$ 4.22* | *$ 50.64* | *$ 99.84* | *$ 4.35* | *$ 52.20* | *$ 4.48* | *$ 53.76* |
| @ 60,000 transactions*/month | | $ 233,074.00 | $ 2,796,888.00 | $ 240,066.00 | $ 2,880,792.00 | $ 5,677,680.00 | $ 247,267.00 | $ 2,967,204.00 | $ 254,685.00 | $ 3,056,220.00 |
| Operations and overhead *(itemize below)* | | *$ 233,074.00* | *$ 2,796,888.00* | *$ 240,066.00* | *$ 2,880,792.00* | *$ 5,677,680.00* | *$ 247,267.00* | *$ 2,967,204.00* | *$ 254,685.00* | *$ 3,056,220.00* |
| *software licensing* | | *$ 117,140.00* | *$ 1,405,680.00* | *$ 117,140.00* | *$ 1,405,680.00* | | *$ 117,140.00* | *$ 1,405,680.00* | *$ 117,140.00* | *$ 1,405,680.00* |
| *labor* | | *$ 115,934.00* | *$ 1,391,208.00* | *$ 122,926.00* | *$ 1,475,112.00* | | *$ 130,127.00* | *$ 1,561,524.00* | *$ 137,545.00* | *$ 1,650,540.00* |
| | | | $ - | | $ - | | | $ - | | $ - |
| | | | $ - | | $ - | | | $ - | | $ - |
| Per Transaction over 60,000 | | *$ 3.90* | *$ 46.80* | *$ 4.02* | *$ 48.24* | *$ 95.04* | *$ 4.14* | *$ 49.68* | *$ 4.26* | *$ 51.12* |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ 122,670.00 | $ 1,472,040.00 | $ 126,350.00 | $ 1,516,200.00 | $ 2,988,240.00 | $ 130,140.00 | $ 1,561,680.00 | $ 134,044.00 | $ 1,608,528.00 |

* A transaction is defined as an individual case number or reference code that has been resolved and completed following customer response(s).

** Pricing submitted for operations at 30,000 transactions per month will be used in the evaluation of responses to this RFO.

Form 5: Service 4 - Disaster Recovery (RFO Section 2.7)

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | $ 49,157.00 | | | | | $ 49,157.00 | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | $ 5,000.00 | | | | | $ 5,000.00 | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ 54,157.00 | | | | | $ 54,157.00 | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 24,360.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |
| Itemized Operating Expenses *(detail below)* | | | | | | | | | | |
| *software licensing* | | $ - | $ - | $ - | $ - | | $ - | $ - | $ - | $ - |
| *labor* | | *$ 1,000.00* | *$ 12,000.00* | *$ 1,030.00* | *$ 12,360.00* | | *$ 1,060.00* | *$ 12,720.00* | *$ 1,092.00* | *$ 13,104.00* |
| | | $ - | $ - | $ - | $ - | | $ - | $ - | $ - | $ - |
| | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 24,360.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |

Form 6: Hardware and Software

Respondent will detail all hardware and software included in the system solution. Respondent will indicate the service(s) for which the hardware/software will be used, using the RFO Sectio number as the identifier.

| Item | HW or SW | Service(s) [RFO Section] | Cost |
|---|---|---|---|
| San Angelo Data Center: | | | |
| 4 Dell PowerEdge R610 servers with dual high end processors (ev/be) | HW | Service 1 - Section 2.4 | $ 36,625.00 |
| 2 Dell PowerEdge R610 servers with single high end processor (ftp/nfs) | HW | Service 1 - Section 2.4 | $ 13,312.00 |
| 1 Server Rack with system installatior | HW | Service 1 - Section 2.4 | $ 6,250.00 |
| 2 SonicWall firewalls | HW | Service 1 - Section 2.4 | $ 1,625.00 |
| 2 Dlink managed switches | HW | Service 1 - Section 2.4 | $ 750.00 |
| 2 Cisco routers | HW | Service 1 - Section 2.4 | $ 12,500.00 |
| Progress software licensing (ev/be) | SW | Service 1 - Section 2.4 | $ 81,250.00 |
| NG Balance load balance licensing (ev) | SW | Service 1 - Section 2.4 | $ 8,375.00 |
| | | SERVICE 1 TOTAL | $ 160,687.00 |
| | | | |
| 2 Dell PowerEdge R610 servers with dual high end processors (ws) | HW | Service 2 - Section 2.5 | $ 16,812.00 |
| Progress software licensing (ws) | SW | Service 2 - Section 2.5 | $ 41,250.00 |
| SQL Server licensing (ws) | SW | Service 2 - Section 2.5 | $ 12,500.00 |
| | | SERVICE 2 TOTAL | $ 70,562.00 |
| | | | |
| Operating systems are included above | | | $ - |
| 24/7 4-hour response time manufacturer support is included above | | | $ - |
| | | | |
| San Marcos Data Center (Call Center): | | | |
| 2 Dell PowerEdge R610 servers with dual high end processors (ovp) | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 18,312.00 |
| 2 Dell PowerEdge R610 servers with single high end processor (ra) | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 13,312.00 |
| 2 Dell PowerEdge R710 servers with dual high end processors (vm) | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 16,812.00 |
| 1 Server Rack with system installatior | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 6,250.00 |
| 2 SonicWall firewalls | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 1,625.00 |
| 2 Dlink managed switches | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 750.00 |
| 1 Smart UPS RT 5000VA uninterruptable power supply | HW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 8,125.00 |
| Progress software licensing | SW | Service 3 - Sections 2.6.1. & 2.6.2. | $ 35,000.00 |
| Operating systems are included above | | | $ - |
| 24/7 4-hour response time manufacturer support is included above | | | $ - |
| | | SERVICE 3 TOTAL | $ 100,186.00 |
| | | | |
| Auburn Data Center: | | | |
| 1 Dell PowerEdge R610 server with dual high end processors (ev-dr) | HW | Service 4 - Section 2.7 | $ 9,156.00 |
| 2 Dell PowerEdge R610 servers with single high end processor (be/ftp-dr) | HW | Service 4 - Section 2.7 | $ 13,312.00 |
| 1 Dell PowerEdge R710 server with dual high end processors (vm-dr) | HW | Service 4 - Section 2.7 | $ 12,031.00 |
| 1 Dell PowerEdge R610 server with dual high end processors (ws) | HW | Service 4 - Section 2.7 | $ 8,406.00 |
| 1 Server Rack with system installatior | HW | Service 4 - Section 2.7 | $ 6,250.00 |
| Progress software licensing is included above | SW | Service 4 - Section 2.7 | $ - |
| Operating systems are included above | | | $ - |
| 24/7 4-hour response time manufacturer support is included above | | | $ - |
| | | SERVICE 4 TOTAL | $ 49,155.00 |
| | | | |
| | | TOTAL HW/SW COSTS | $ 380,590.00 |

Note 1: Since Insure-Rite provides matching as a self-contained service, utilizing its own embedded hardware and software infrastructure, no hardware or software elements have been shown here for the matching component.

Note 2: No phones, phone system, workstations, scanners, mail-openers, or other accessories have been included for the call center. These elements are covered in the ongoing operations charges.

Note 3: The State may have contracts with hardware and software manufacturers/suppliers that will yield better pricing than what is reflected here. If so, HDI will gladly coordinate with these entities on TDI's behalf.

# Form 7: Assumptions

Respondent will provide all assumptions used in pricing these services. Respondent will annotate those assumptions that will impact price.

| | Price Impact Y/N | RFO Section Reference | Description |
|---|---|---|---|
| 1 | N | 2.4 | Since Insure-Rite provides matching as a self-contained service, utilizing its own embedded hardware and software infrastructure, no hardware or software elements have been shown in Form 6 for the matching component. |
| 2 | Y | 2.14 | The State's data center in San Angelo and its associated telecom facilities will be utilized at no charge to HDI. |
| 3 | Y | 4.12 | The State may have contracts with hardware and software manufacturers/suppliers that will yield better pricing than what is reflected here. If so, HDI will gladly coordinate with these entities on TDI's behalf. |
| 4 | N | 4.12 | Program operation charges include maintenance charges in most instances so as to avoid semantics between the two. |
| 5 | N | 2.13 | Ongoing hardware and software maintenance is included by manufacturers in fiscal year 2011 up-front amounts. |
| 6 | Y | 2.6.1. | A per piece postage amount of 36.3 cents is used thoughout. USPS rate increases have not been predicted. |
| 7 | Y | 2.6.1. | Pitney Bowes charges for letter creation/mailing have been flowed through without mark-up. If savings will result for TDI, HDI will consider performing these functions internally. |
| 8 | Y | 2.4 | If the "data cleansing" elements required by the RFO are eliminated/reduced, substantial savings for TDI will result. |
| 9 | Y | 2.11 | If TDI desires that HDI continue to use the existing hardware/software for a period of time, instead of providing all new elements, substantial savings would result. |
| 10 | N | 2.6.2. | No phones, phone system, workstations, scanners, mail-openers, or other accessories have been included for the call center in the hardware and software lists. These elements are covered in the ongoing operations charges. |
| 11 | N | 2.13 | All hardware and software provided to the State will be new and title will be passed. |
| 12 | | | |
| 13 | | 4/11/11 changes: | Web services development fees (milestones 6&7) removed per TDI request. These would need to be added back in if they are not paid |
| 14 | | | under the existing contract. |
| 15 | | | Service 3 development fees have been corrected as requested by TDI. |
| 16 | | | As requested by TDI, operating expenses have been itemized. |
| 17 | | | HDI hereby offers a 5% discount on initial period (FY 2012-2013) software licensing fees if such fees are paid at contract signing. |
| 18 | | | |
| 19 | | | |
| 20 | | | |
| 21 | | | |
| 22 | | | |
| 23 | | | |
| 24 | | | |
| 25 | | | |

Form 8: OAG Data File (RFO Section 2.19)

The OAG, in its sole discretion, will have the option of purchasing the download and will be responsible for the cost of such data.

| | | | | | | | optional years | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FY 2012 | | FY 2013 | | | FY 2014 | | FY 2015 | |
| | FY 2011 | Monthly | FY Total | Monthly | FY Total | Total PO Term | Monthly | FY Total | Monthly | FY Total |
| **Program Development** | | | | | | | | | | |
| Hardware | | | | | | $ - | | | | |
| Software | | | | | | $ - | | | | |
| Labor (Design, Build, Test, Implementation) | $ 83,000.00 | | | | | $ 83,000.00 | | | | |
| Other Development | | | | | | $ - | | | | |
| Other Investments/Costs *(detail below)* | $ - | | | | | $ - | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| *(replace w/ description)* | | | | | | | | | | |
| Program Development - TOTAL | $ 83,000.00 | | | | | $ 83,000.00 | | | | |
| **Program Maintenance** | | | | | | | | | | |
| Hardware Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Software Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Maintenance | | | $ - | | $ - | $ - | | $ - | | $ - |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Maintenance - TOTAL | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| **Program Operation** | | | | | | | | | | |
| Operations | | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 24,360.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |
| Other Investments/Costs *(detail below)* | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| *(replace w/ description)* | | | $ - | | $ - | | | $ - | | $ - |
| Program Operation - TOTAL | | $ 1,000.00 | $ 12,000.00 | $ 1,030.00 | $ 12,360.00 | $ 24,360.00 | $ 1,060.00 | $ 12,720.00 | $ 1,092.00 | $ 13,104.00 |