

Summary of Contract # C20201321



Open Main Document

Header

|                            |  |
|----------------------------|--|
| Contract Name <sup>★</sup> | Mobile Satellite Radio Service                     |
| Contract Type              | Services - not otherwise listed                    |
| Currency                   | US Dollar  |
| Supplier Name              | NETWORK INNOVATIONS NI GOVERNMENT SERVICES INC DBA |
| Summary                    | <a href="#">View Summary</a>                       |

Dates And Renewal

|            |                        |
|------------|------------------------|
| Start Date | 9/1/2019 12:00 AM CDT  |
| End Date   | 8/31/2020 11:59 PM CDT |

Contract Managers

|               |   |
|---------------|---|
| Mary Williams | <a href="mailto:ME-WILLIAMS@TAMU.EDU">ME-WILLIAMS@TAMU.EDU</a><br>+1 979-458-7434 |
| David Kirk    | <a href="mailto:DMKIRK@TAMU.EDU">DMKIRK@TAMU.EDU</a><br>+1 979-862-5990           |

> Additional Details

> Attachments

> eProcurement, Budget, and Spend

> Applies To

> Goods and Services

> PO Clauses

<sup>★</sup> Required

Close

**C20201321**

Mobile Satellite Radio Service

Type: Services - not otherwise listed

 Supplier: [NETWORK INNOVATIONS...](#)

Dates: 9/1/2019 - 8/31/2020

Version: Renewal 0

**Total Contract Value (TCV)**

TCV: -

[▶ Lifetime Spend \(USD\)](#)
**Summary**
**Contract Summary**
**Header**

|                 |  |
|-----------------|--|
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**Additional Details**

|                    |   |
|--------------------|---|
| Details            | - |
| Hard Copy Location | - |

**Attachments**

| Display Order   | Attachment  | Date Uploaded        |
|---|---|----------------------|
| 1  | <a href="#">Combine Contract Documents.pdf</a>                      | 9/26/2019 4:48:19 PM |
| 2   | <a href="#">NI Government Services Fully Executed Novations.pdf</a> | 9/26/2019 4:49:19 PM |

**eProcurement, Budget, and Spend**

|   |   |               |  |
|---|---|---------------|--|
| Active for Shopping   |  | PO Spend      | 0.00 USD<br>(211,222.00 USD Remaining) |
| Automatically Apply Purchases from this Supplier to this Contract |  | Invoice Spend | 0.00 USD<br>(211,222.00 USD Remaining) |
| Budget  | 211,222.00 USD  |               |  |
| PR Spend  | 0.00 USD<br>(211,222.00 USD Remaining)  |               |  |

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Everything

c20201321

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Showing 1 - 3 of 3 Results [Compare Selected: 0](#)

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NETWORK INNOVATIONS NI GOVERNMENT SERVICES INC DBA (3)

By Packaging UOM

EA (3)

By Result Type

Products (3)

Results Per Page200

Sort by:Best Match

Page 1 of 1

Mobile Satellite Radio Service includes Monthly Access Fee (\$99/month/device), Emergency Referral Services Fee (\$0.75/month/device), and 7% Administrative Fee.

from NETWORK INNOVATIONS NI GOVERNMENT SERVICES INC DBA

Part Number

Access Fee

C20201321 more info...

Contract Number

Mobile Satellite Radio Service

1

Add to Cart

add favorite | compare

111.13 USD

EA

Telephone Airtime Usage includes Domestic to/from Landline/Cellular Airtime Rate (\$1.19/minute) and 7% Administrative Fee.

from NETWORK INNOVATIONS NI GOVERNMENT SERVICES INC DBA

Part Number

Airtime Usage

C20201321 more info...

Contract Number

Mobile Satellite Radio Service

1

Add to Cart

add favorite | compare

1.27 USD

EA

Talk Group Fee for three (3) Talk Groups at \$200/each/month plus 7% Administartive Fee.

from NETWORK INNOVATIONS NI GOVERNMENT SERVICES INC DBA

Part Number

Talk Groups

C20201321 more info...

Contract Number

Mobile Satellite Radio Service

1

Add to Cart

add favorite | compare

214.00 USD

EA

## NOVATION AGREEMENT

This Novation Agreement (Agreement) is entered into by the Contractor; the Department of Public Safety (DPS); and Texas Division of Emergency Management, a part of the Texas A&M University System (TDEM TAMUS).

### I. Background

On 09/01/2018, DPS entered into 0092 (Contract) with NI Government Services Inc. H.B. 2794 (86th Leg., R.S.) requires DPS to assign the Contract to TDEM TAMUS.

### II. Agreement

- a. Effective September 1, 2019, DPS assigns all its rights, title, and interest, and delegates all its obligations, responsibilities, and duties, in and to the Contract to TDEM TAMUS. TDEM TAMUS accepts the assignment of all of DPS's obligations, responsibilities, and duties under the Contract and all of DPS's rights, title, and interest in and to the Contract to TDEM TAMUS.
- b. Except as otherwise provided in this Agreement, all terms and conditions of the Contract, including payment provisions, remain in effect. Insofar as rights and obligations under the Contract from the date of execution of this Agreement are concerned, references to DPS in the Contract are deemed replaced with references to TDEM TAMUS.

### III. Signatories

The parties execute this Agreement in their stated capacities with authority to bind their organizations on the date noted.

Department of Public Safety of the State of Texas

Texas Division of Emergency Management  
through the Texas A&M University System

By: [Signature]

By: [Signature]

Steven C. McCraw

Name: Billy Hamilton

Director

Title: Deputy Chancellor and Chief Financial Officer

Date: 8/23/19

Date: 8/27/19

Contractor: NI Government Services Inc.

By: [Signature]

Name: Chad Gatlin

Title: VP

Date: 7/23/19

# Contract

## Department of Public Safety

| Contract Number                | Rev.No.          | Status   |
|--------------------------------|------------------|----------|
| 000000000000000000000000000092 | 1                | Approved |
| Contract Dates                 | Contract Maximum |          |
| 09/01/2018 to 08/31/2020       | 720,000.00       |          |
| Description                    | Page             |          |
| TDEM MSAT Satellite Service    | 1 of 3           |          |

1453124376  
NI GOVERNMENT SERVICES INC  
29756 NETWORK PL  
CHICAGO IL 606731297

Contact Name: Charles Patrick Matuke Phone:

This contract is to initiate the request of goods and/or services for the Department of Public Safety. All releases against this contract are done by issuance of a purchase order. All shipping, invoice and correspondence will be included on the purchase order. All invoices must include the contract and purchase order number information. The State of Texas is exempt from all Federal Excise Taxes.

| Line No. | Line Description  | Class | Line Qty | UoM | Unit Price | Line Amt |
|----------|---|-------|----------|-----|------------|----------|
| 3        | Mobile Satellite Radio Service includes Monthly Access Fee (\$99/month/device), Emergency Referral Services Fee (\$0.75/month/device), and 7% Administrative Fee.   | 915   | 0.00     | EA  | 0.00       |          |
| 9        | Talk Group Fee for three (3) Talk Groups at \$200/each/month plus 7% Administrative Fee. \$642.00 per month; 12 months = \$7704.00.<br><br>Note: All other talk groups listed on SOW are included in the cost of service. | 915   | 0.00     | MO  | 0.00       |          |
| 10       | Telephone Airtime Usage includes Domestic to/from Landline/Cellular Airtime Rate (\$1.19/minute) and 7% Administrative Fee.   | 915   | 0.00     | EA  | 0.00       |          |

By acceptance of this Contract, vendor agrees to DPS Technology Purchase Terms and Conditions, dated 11/2/17. This PO is awarded based on Best Value pursuant to Texas Government Code, Sections 2155.074 and 2155.075, 2156.007, 2157.003 and 2157.125. This PO is being issued in accordance with Vendor response to 405-19-R158897, dated 8/27/2018.

Initial Term: 9/1/2018-8/31/2019  
1st Optional Term: 9/1/2019-8/31/2020  
2nd Optional Term: 9/1/2020-8/31/2021

# Contract

## Department of Public Safety

| Contract Number              | Rev.No.          | Status   |
|------------------------------|------------------|----------|
| 0000000000000000000000000092 | 1                | Approved |
| Contract Dates               | Contract Maximum |          |
| 09/01/2018 to 08/31/2020     | 720,000.00       |          |
| Description                  | Page             |          |
| TDEM MSAT Satellite Service  | 2 of 3           |          |

1453124376  
NI GOVERNMENT SERVICES INC  
29756 NETWORK PL  
CHICAGO IL 606731297

Contact Name: Charles Patrick Matuke Phone:

This contract is to initiate the request of goods and/or services for the Department of Public Safety. All releases against this contract are done by issuance of a purchase order. All shipping, invoice and correspondence will be included on the purchase order. All invoices must include the contract and purchase order number information. The State of Texas is exempt from all Federal Excise Taxes.

| Line No. | Line Description | Class | Line Qty | UoM | Unit Price | Line Amt |
|----------|------------------|-------|----------|-----|------------|----------|
|----------|------------------|-------|----------|-----|------------|----------|

3rd Optional Term: 9/1/2021-8/31/2022

Vendor Point of Contact: Javvene Bowers (954-939-3103 / javvene.bowers@networkinv.com)  
DPS Contract Monitor: Kevin Lemon (512-424-2451 / kevin.lemon@dps.texas.gov)  
DPS Purchaser: Hannah Mulla (512- 424-5866 / hannah.mulla@dps.texas.gov)

\*\*\*INTERNAL PO, FOR PAYMENT PROCESSING ONLY\*\*\*  
Release against blanket purchase order: 00000000000000000000000092.

DPS contact for this release:  
Name: Toni Fairs-Coleman  
Email:toni.fairs-coleman@dps.texas.gov  
Phone: 512-424-7856

Contract Monitor:  
Name: Kevin Lemon  
Email: Kevin.lemon@dps.texas.gov  
Phone: 512-424-2451

Contract Administrator:  
Name: Patrick Matuke  
Phone: 512-424-0292  
Email: patrick.matuke@dps.texas.gov

Name: NI Government Serices  
Phone:403-287-5016  
Email:accountsreceivable@nigovernment.com

Change orders will be allowed only if unforeseen conditions arise or if DPS needs to dictate changes. No

# Contract

## Department of Public Safety

| Contract Number                | Rev.No.          | Status   |
|--------------------------------|------------------|----------|
| 000000000000000000000000000092 | 1                | Approved |
| Contract Dates                 | Contract Maximum |          |
| 09/01/2018 to 08/31/2020       | 720,000.00       |          |
| Description                    | Page             |          |
| TDEM MSAT Satellite Service    | 3 of 3           |          |

1453124376  
NI GOVERNMENT SERVICES INC  
29756 NETWORK PL  
CHICAGO IL 606731297

Contact Name: Charles Patrick Matuke Phone:

This contract is to initiate the request of goods and/or services for the Department of Public Safety. All releases against this contract are done by issuance of a purchase order. All shipping, invoice and correspondence will be included on the purchase order. All invoices must include the contract and purchase order number information. The State of Texas is exempt from all Federal Excise Taxes.

| Line No. | Line Description | Class | Line Qty | UoM | Unit Price | Line Amt |
|----------|------------------|-------|----------|-----|------------|----------|
|----------|------------------|-------|----------|-----|------------|----------|

verbal change orders will be allowed; all change orders will be in writing by a purchase order change notice.

Delivery Hours: Monday through Friday 8:30 A.M. to 4:00 P.M.  
Excluding State and Federal holidays

Submit Invoices to [APInvoices@dps.texas.gov](mailto:APInvoices@dps.texas.gov)  
Release against blanket purchase order: 00000000000000000000000092  
Estimated delivery range: 7-14 days from date of order or fitting (if required)

08-05-19 -Change Order in accordance with section A.4.2 Optional Renewal Period Pricing, of contract 00092, to execute option period 1 of 3 to extended the contract Not-to-Exceed (NTE) date from 08/31/2019 to the new NTE date of 08/31/2021. All other contract terms and conditions shall remain unchanged. Pm

All specifications, items and conditions set forth in the contractor's confirming solicitation response become a part of this contract documents. Contractor guarantees goods and services delivered must meet or exceed specifications. No substitutions, over shipments, or cancellations are permitted without prior approval from the agency. Contractor must not provide goods or services over the quantity or amounts included in the contract or without a completed contract or purchase order revision. If the contractor fails to deliver by promised delivery date or fails to meet advertised specifications, the agency reserves the right to purchase elsewhere and charge any increase in costs and handling to the contractor. The dispute resolution process provided in Chapter 2260 of the Texas Government Code must be used by the agency and the contractor to attempt to resolve all disputes arising under this contract.

**UNAUTHORIZED**




**DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS  
SOLICITATION**

| CONTRACT NO. | SOLICITATION NO. | TYPE OF SOLICITATION | DATE ISSUED |
|--------------|------------------|----------------------|-------------|
|              | 405-19-R158897   | NEGOTIATED (RFO)     | 08/15/2018  |

**REQUEST FOR OFFERS (RFO) – MSAT Satellite Services with talk groups**

|  |  |
|--|--|
| <p>Respondent must submit sealed responses no later than 5:00 P.M. local time on 08/28/2018 to the following address:</p> <p>Department of Public Safety (DPS)<br/>Procurement and Contract Services Bureau<br/>5805 North Lamar, Bldg. A, MC-0266<br/>Austin, Texas 78752<br/>Attention: 405-19-R158897</p> | <p>FOR INFORMATION CONTACT:</p> <p>Hannah Mulla, CTPM, CTCM<br/>Contract Administrator<br/>PHONE: (512) 424-5866<br/>EMAIL: <a href="mailto:hannah.mulla@dps.texas.gov">hannah.mulla@dps.texas.gov</a></p> |
|--|--|

**RESPONSE (Respondent must fully complete)**

|   |  |              |              |               |
|---|--|--------------|--------------|---------------|
| DISCOUNT FOR PROMPT PAYMENT:➔   | 10 DAYS<br>%   | 20 DAYS<br>% | 30 DAYS<br>% | ___ DAYS<br>% |
| ACKNOWLEDGMENT OF ADDENDA:<br>(The Respondent acknowledges receipt Solicitation addenda and related documents numbered and dated: | ADDENDUM NO.   | DATE         | ADDENDUM NO. | DATE          |
|   |  |              |              |               |
|   |  |              |              |               |
| NAME AND ADDRESS<br>OF RESPONDENT:➔   | NI Government Services Inc. 4950 W. Prospect Rd., Ft. Lauderdale, FL 33309                               |              |              |               |
| RESPONSE DATE<br><b>August 27, 2018</b>   | TELEPHONE NO. (Include area code)<br><b>888-843-8961</b>   |              |              |               |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE<br>       | NAME AND TITLE OF AUTHORIZED REPRESENTATIVE<br><b>Michael Korsholm / Director, Corporate Development</b> |              |              |               |

**PROPRIETARY:** This is being advertised under Texas Government Code, Title 10, Subtitle D, Chapter 2155.067.

*TXDPS believes that the requested items are proprietary to one manufacturer and/or specifications. Only responses conforming exactly to these specifications will be considered in determining award. The issuing office strongly encourages responses from all qualified vendors who may be able to provide the specified items.*

DPS reserves the right, in its sole discretion, to modify this language prior to award.

By signing this solicitation, Respondent represents that all statements, certifications, and information submitted in response to this solicitation are true, current, complete, and accurate.

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

**INITIAL CONTRACT TERM: From 09/01/2018 through 08/31/2019**

**OPTIONAL RENEWAL PERIODS**

|                                |                                    |
|--------------------------------|------------------------------------|
| Optional Renewal Period One:   | From 09/01/2019 through 08/31/2020 |
| Optional Renewal Period Two:   | From 09/01/2020 through 08/31/2021 |
| Optional Renewal Period Three: | From 09/01/2021 through 08/31/2022 |

DPS reserves the right, in its sole discretion, to exercise its option to renew this Contract for one or more of the above optional renewal periods, one optional renewal period at a time.



## **SECTION A—SERVICES AND PRICES**

### **A.1 PRICING REQUIREMENTS**

Respondents must submit proposed pricing that includes all costs, fees, licenses, and expenses for Contractor's delivery of the Satellite Service and performance under this Contract and the final negotiated, contracted pricing for the Satellite Service will represent Contractor's sole compensation under this Contract. No minimum compensation is guaranteed under this Contract. No payments may be approved or made prior to DPS' written acceptance as provided in this Contract.

### **A.2 INVOICE REQUIREMENTS**

Invoices are Contractor's billing for goods or services rendered. DPS will pay Contractor on the basis of itemized invoices submitted to and approved by DPS. The invoices must show the actual deliverables provided and the attendant charge. Itemized invoices must clearly identify the project phase or title, deliverables delivered, the number of hours that each allocated employee worked if applicable, and the date range of work performance for this associated charge.

A. Contractor's invoice must include the following:

1. this Contract number;
2. remittance address; and
3. any prompt payment discount offered.

B. Contractor must send an email with the invoice copy to [apinvoices@dps.texas.gov](mailto:apinvoices@dps.texas.gov) and to the Contract Monitor.

An original, hard-copy invoice, if required by Contractor, will be submitted to the office designated below:

**DPS Accounts Payable  
P.O. Box 4087  
Austin, Texas 78773**

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

### **A.3 PAYMENTS**

#### **A.3.1 Billing and Payment**

A. Once DPS has notified Contractor that Service has begun and the corresponding pricing schedules are applicable, Contractor must begin to bill DPS for each calendar month authorized by DPS for the amount due for the monthly service authorized by DPS as falling within the Service provisions and accepted in advance in writing by the Contract Monitor. Each invoice is subject to DPS' usual auditing and accounting procedures.

Contractor compensation may be subject to proration or reimbursement for unforeseen situation at the discretion of DPS.

- B. Tex. Gov't Code Chapter 2251 (the Prompt Payment Act) will govern payment and accrual of interest on any overdue payments.
- C. If DPS, for any reason, including lack of supporting documentation, disputes any items in any invoices submitted by Contractor, DPS will place a hold on the disputed items and may pay the remaining amount of the invoice. DPS will timely notify Contractor of the dispute and request clarification or remedial action.
- D. If the dispute is resolved in Contractor's favor, DPS will pay the remaining portion of the original invoice in accordance with the Prompt Payment Act. If the dispute is resolved in favor of DPS, Contractor must resubmit an invoice reflecting all corrections.

#### **A.3.2 Payment Adjustment**

- A. DPS may elect to deduct from contractor payment as specified in this section or any amount specified in or any money determined to be due as specified in this Contract.
- B. If it is determined that the remaining amount of Contractor payment is not adequate to cover the money determined to be due to DPS, then all remaining Contractor payments will be withheld and an invoice issued to Contractor for the remaining amount due.
- C. Contractor must pay the invoiced amount within 30 days of receipt unless Contractor and DPS mutually agree on an alternative payment method.

#### **A.3.3 Late Payment**

Any amount owed to Contractor more than one day beyond the date such amount is due as described in this section will accrue interest each day that such amount is not paid at the rate specified by Tex. Gov't Code § 2251.025, provided; however, that this provision will not excuse failure by DPS to make payment in strict accordance with this Contract.

#### **A.3.4 Deductions for Unacceptable Compliance**

If Contractor fails to comply with the terms of the Contract, DPS may withhold Contractor's payment. If non-compliance results in DPS purchasing goods or services from another entity to remedy the non-compliance, DPS will deduct those costs from Contractor's payment.

#### **A.3.5 Withholding of Payment**

- A. DPS will have the right to withhold Contractor's payment until the failures described below have been corrected.
  - 1. Failure to comply with background check or security requirements;
  - 2. Failure to correct identified areas of non-compliance to the satisfaction of DPS within ten days upon receipt of written notification.

- B. DPS will not pay interest to Contractor for monies so withheld.
- C. Contractor's withheld payment will be released upon DPS' satisfaction that compliance has been achieved for 30 consecutive days.
- D. In the event that money is due to DPS for Contractor's failure to provide adequate maintenance, the amount required for DPS to correct deficiencies will be withheld from the final Payment.
- E. With the exception of disputed issues, such withholding of final payment by DPS will not exceed 120 days from date of this Contract's termination.

#### A.3.6 Debts and Delinquencies

DPS is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the State of Texas. Contractor agrees and understands that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, DPS will apply any payments or other amounts Contractor is otherwise owed under this Contract toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor must comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

#### A.3.7 Right to Offset

In the event DPS determines that Contractor owes money to DPS under any contract or purchase order, DPS, upon providing Contractor with written notice of its intent to offset, will have the right to withhold monies due to Contractor with respect to this Contract or with respect to any other contract or purchase order with DPS and apply such monies to the money due to DPS.

### A.4 PRICING SCHEDULE

The Respondent must price per unit shown. Unit prices will govern in the event of extension errors. If a Quote is submitted as part of the RFO response, it must be referenced on this form and signed by the Respondent to establish formal linkage to the RFO per included Terms and Conditions.

#### A.4.1 Initial Contract Term Pricing

| ITEM NO. | CLASS & ITEM | DESCRIPTION  | QTY   | UOM | UNIT PRICE | EXTENSION    |
|----------|--------------|--|-------|-----|------------|--------------|
| 001      |              | <b>Mobile Satellite Radio Service Monthly Access Fee.</b> Fee must include monthly fee for talkgroups described in Section B.<br>(Formula for unit of measure: 146 MSAT units x 12 months of service = 1752)   | 1752  | EA  | \$111.13   | \$194,699.76 |
| 002      |              | <b>Telephone Airtime Usage.</b> DPS estimates 1000 minutes will be used per month collectively across of all 146 units. Quantities may increase in emergency situations.<br>(Formula for unit of measure: 1000 minutes x 12 months of service = 12000) | 12000 | EA  | \$1.27     | \$15,240.00  |

#### A.4.2 Optional Renewal Period Pricing

| ITEM NO. | CLASS & ITEM | DESCRIPTION  | QTY   | UOM | UNIT PRICE | EXTENSION    |
|----------|--------------|--|-------|-----|------------|--------------|
|          |              | <b>Mobile Satellite Radio Service Monthly Access Fee.</b> Fee must include monthly fee for talkgroups described in Section B.<br>Optional Renewal: From 09/01/2019 through 08/31/2020  | 1752  | EA  | \$111.13   | \$194,699.76 |
|          |              | <b>Telephone Airtime Usage.</b> DPS estimates 1000 minutes will be used per month collectively across of all 146 units. Quantities may increase in emergency situations.<br>Optional Renewal: From 09/01/2019 through 08/31/2020 | 12000 | EA  | \$1.27     | \$15,240.00  |
|          |              | <b>Mobile Satellite Radio Service Monthly Access Fee.</b> Fee must include monthly fee for talkgroups described in Section B.<br>Optional Renewal: From 09/01/2020 through 08/31/2021  | 1752  | EA  | \$111.13   | \$194,699.76 |
|          |              | <b>Telephone Airtime Usage.</b> DPS estimates 1000 minutes will be used per month collectively across of all 146 units. Quantities may increase in emergency situations.<br>Optional Renewal: From 09/01/2020 through 08/31/2021 | 12000 | EA  | \$1.27     | \$15,240.00  |
|          |              | <b>Mobile Satellite Radio Service Monthly Access Fee.</b> Fee must include monthly fee for talkgroups described in Section B.<br>Optional Renewal: From 09/01/2021 through 08/31/2022  | 1752  | EA  | \$111.13   | \$194,699.76 |
|          |              | <b>Telephone Airtime Usage.</b> DPS estimates 1000 minutes will be used per month collectively across of all 146 units. Quantities may increase in emergency situations.<br>Optional Renewal: From 09/01/2021 through 08/31/2022 | 12000 | EA  | \$1.27     | \$15,240.00  |

**Services fees were quoted as all inclusive.  
Please see fee details below**

##### **Monthly Access Fee**

Monthly Access Fee: \$99/month/device  
Talk Group Fee: \$200/month/each (3 talk groups)  
Emergency Referral Services Fee: \$0.75/month/device  
Administrative Fee: 7% on all items

##### **Telephone Airtime Usage**

Domestic to/from Landline/Cellular Airtime Rate: \$1.19/min  
Administrative Fee: 7% on all items

## **SECTION B – STATEMENT OF WORK**

### **B.1 INTRODUCTION**

DPS is seeking to continue MSAT Satellite Service with talk groups as described in this RFO.

### **B.2 SCOPE**

Establish contract for MSAT Satellite Service.

### **B.3 SATELLITE RADIO (SATRAD) SERVICE REQUIREMENTS**

- To ensure continued interoperability and system compatibility, the vendor must have ongoing Mobile Satellite (MSAT) service to Texas Forest Service (TFS), Texas Engineering Extension Service (TEEX), South Texas Regional Advisory Council (STRAC) and Texas Department of Public Safety (DPS).
- Vendor must provide access to Texas / Regional / National Satellite Mutual Aid Radio Talkgroup (SMART) Talk Groups.
- Satellite service must provide/support commercial satellite two-way radio, push to talk (PTT) capability, integrated with telephony.
- Service area must be Continent-Wide MSAT Dispatch Radio (PTT) and Circuit Switched Voice service capability.
- Provider must have access to a sufficient number of satellites in geostationary orbits to provide four (4) plus years of continued satellite service.
- Service must support Interoperation with existing UHF/VHF radios and dispatch console systems. Service must support existing National / Commercial Talk groups currently configured in existing service to allow for inter-agency communications between local, regional, and national emergency response organizations.
- Service must include continued access to the following Satellite Mutual Aid Radio Talkgroups (SMART) at no charge: GSMART, ISMART, ESMART, FSMART, JSMART, TXSMART and LSMART.
- Vendor must provide access to:
  - Private Talkgroups DPS 1, DPS 2, DPS 3, DPS 4, DPS 5, DPS 6, Talkgroup 00 and TXSMART. (Paid for by DPS)
  - Commercial / Private Talkgroups TFS 1, TEEX1, STRC1, STRC2, and INAGY. (Paid for by other agencies)

- Support or enable auto-failover from radio to satellite network in the event of terrestrial communications failures.
- Service must support voice acceleration technology and console integration so that both field staff and console operators need not change their standard operating procedures when using the currently installed Satellite Radio (SATRAD) systems.
- Service must support / provide optional telephone service for standard phone calls and GPS tracking capabilities i.e. the user must be able to see their lat/long coordinates displayed on the attached handset device.
- SATRAD service pricing must be based on a flat rate per month for unlimited push-to-talk service.
- Due to the nature of Public Safety / Emergency Management operations, the Service provider must have an organizational / partnership structure of Texas located partners / authorized service providers that can provide maintenance support for MSAT G2, MSV and compatible systems within the state of Texas to ensure rapid response / support when expedited service is required.
- Service must support at-least 146 MSAT units in mixed configuration setups (fixed site/vehicles/portable kits). Service contract must allow for contingency options to expand the number of units supported if additional MSAT units are purchased in the future.

#### **B.4 GENERAL CONFIDENTIALITY REQUIREMENTS**

- A. All information provided by DPS or subrecipients to Contractor, created by Contractor, or overheard, seen, or otherwise obtained by Contractor in performing the obligations under this Contract is confidential and will not be used by Contractor or disclosed to any person or entity, unless such use or disclosure is required for Contractor to perform work under this Contract. The requirements in this section also apply to subcontractors. The obligations of this section do not apply to information that Contractor can demonstrate:
  - 1) Is publicly available;
  - 2) Contractor received from a third party without restriction on disclosure and without breach of contract or other wrongful act;
  - 3) Contractor independently developed without regard to DPS confidential information; or
  - 4) Is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that Contractor will furnish prompt written notice of such required disclosure and will reasonably cooperate with DPS at DPS' cost and expense, in any effort made by DPS to seek a protection order or other appropriate protection of its confidential information.
- B. Contractor must notify DPS in writing of any unauthorized release of confidential information within two business days of when Contractor knows or should have known of such unauthorized release.

- C. Contractor must notify subrecipients in writing of any unauthorized release of confidential information within two business days of when Contractor knows or should have known of any unauthorized release of confidential information obtained from sub-recipient(s).
- D. Contractor must maintain all confidential information, regardless whether obtained from DPS or from sub-recipient(s) in confidence during the term of this Contract and after the expiration or earlier termination of this Contract.
- E. If Contractor has any questions or doubts as to whether particular material or information is confidential information, Contractor must obtain the prior written approval of DPS prior to using, disclosing, or releasing such information.
- F. Contractor acknowledges that DPS' and sub-recipient(s)' confidential information is unique and valuable, and that DPS and sub-recipient(s) may have no adequate remedy at law if Contractor does not comply with its confidentiality obligations under this Contract. Therefore, DPS will have the right, in addition to any other rights it may have, to seek in any Travis County court of competent jurisdiction temporary, preliminary, and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any confidentiality obligations of Contractor if Contractor fails to perform any of its confidentiality obligations under this Contract.
- G. Contractor must immediately return to DPS all confidential information when this Contract terminates, at such earlier time as when the confidential information is no longer required for the performance of this Contract or when DPS requests that such confidential information be returned.
- H. Information, documentation and other material in connection with this Contract, including Contractor's response, may be subject to public disclosure under the Tex. Gov't Code Chapter 552.



## **SECTION C—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS**

### **C.1 RESPONSE PREPARATION INSTRUCTIONS**

#### Purpose of Instructions

- A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of Respondent's response.
- B. Respondent must be available 24 hours a day, seven days a week to provide clarification responses or attend requested meetings or demonstrations throughout the solicitation evaluation phase.
- C. Responses must be prepared in accordance with these instructions providing all required information in the format specified.
- D. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for disqualification of the response from further consideration unless stated otherwise within this solicitation.

#### Submission of responses

- A. Emailed responses must be received by DPS no later than the deadline established and submitted to:

Hannah Mulla, CTPM, CTCM  
Contract Administrator  
Solicitation No. 405-19-R158897  
Department of Public Safety  
Procurement and Contract Services  
Email: [hannah.mulla@dps.texas.gov](mailto:hannah.mulla@dps.texas.gov)

- B. Responses will demonstrate that Respondent's operations conform to applicable State and Federal Standards and DPS Policies and Standards.
- C. Respondent must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, including Respondent's policies, procedures, and post orders for which no deviation to DPS Policy is being requested, and other similar documents will not be submitted.

### **C.2 AMENDMENTS TO THE SOLICITATION**

- A. If this solicitation is amended all terms and conditions which are not modified remain unchanged.
- B. Respondents must acknowledge receipt of all amendment(s) to this solicitation by signing and returning the amendment(s), identifying the amendment number and date in the space provided for this purpose on the form for submitting a response or by letter.

- C. Respondent must submit the acknowledgement to DPS by the time specified for receipt of responses.
- D. Failure to acknowledge amendment(s) by Respondent may subject its response to rejection.

### **C.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES**

- A. Responses will be considered received by the date and time listed on the email.
- B. Any response received at the designated location after the specified date and time will not be considered.
- C. Responses cannot be altered, amended or modified by email, fax or otherwise after closing date and time.
- D. Alterations made before closing time will be initialed by Respondent or its authorized representative.
- E. No responses can be withdrawn after closing date and time without approval by DPS. Should a Respondent, after closing time, request its response be withdrawn, the request must be made in writing.

### **C.4 SIGNATURES ON RESPONSE SUBMITTED**

- A. Responses from a partnership will be signed in the firm name by at least one general partner or in the firm name by an Attorney-in-fact.
- B. Responses signed by an Attorney-in-fact, will include a Power of Attorney evidencing the authority to sign response, dated and executed by all partners in the firm.
- C. Responses from a corporation will have the correct corporate name thereon and the signature of an authorized officer of the corporation.
- D. The title of office held by the person signing for the corporation will appear below the signature of the officer.
- E. Responses from an individual doing business under a firm or fictitious name will be signed in the same name of the individual doing business under the proper firm name.
- F. Joint venture responses will be signed by all members or by a member of the joint venture if there is attached to the response a copy of the joint venture agreement evidencing that the response is signed by the member with authority to bind the joint venture.

### **C.5 RESPONSE ACCEPTANCE PERIOD**

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

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

#### **C.6 CONTRACT AWARD**

- A. DPS may award one Contract resulting from this solicitation to the responsible Respondent, whose response, meeting or exceeding specifications and will be most advantageous to DPS, cost or price and other factors, specified elsewhere in this solicitation, will be considered.
- B. A written award or acceptance of Response emailed or otherwise furnished to successful Respondent(s) within the time for acceptance specified in the response will result in a binding contract without further action by either party.

#### **C.7 RIGHTS OF DPS**

- A. DPS reserves the right to waive, change, add or delete any terms or conditions of this solicitation.
- B. DPS may:
  - 1. reject any or all responses if such action is in the public interest;
  - 2. accept other than the lowest priced response; and
  - 3. waive minor informalities and minor irregularities in responses received.
- C. Waiver of deviations in any response will not constitute a modification of this solicitation and will not preclude DPS from asserting all rights against the Respondent for failure to fully comply with all terms and conditions of this solicitation. Copyrighted responses are unacceptable and are subject to disqualification as non-responsive. DPS reserves the right to make any corrections or include additional requirements in the resulting contract prior to issuance which are necessary for DPS' compliance, as an agency of the State of Texas, with all state and federal requirements. DPS reserves the right to disqualify any response which asserts any copyright on any DPS-created form which is specifically designated by this solicitation to be a form that will be completed and included in a response submitted in response to this solicitation.
- D. DPS reserves the right to reject any one response or all responses or portions of responses submitted in response to this solicitation.
- E. The submission of a response has the effect of waiving proprietary rights or confidentiality.
- F. All responses and any content provided by the Respondent are considered the property of DPS for use for the life of any resulting contract as determined by DPS with respect to the scope of the project.
- G. DPS reserves the right to use for its benefit ideas contained in the responses submitted.

- H. DPS is not liable for any costs or damages that may be incurred by respondents or prospective contractors in the preparation, formulation, or presentation of a response.
- I. In case of ambiguity or lack of clarity, DPS may adopt such interpretations as may be advantageous to DPS.
- J. Upon review of responses, DPS may select the Respondent's response(s) most advantageous to DPS, in its judgment, with whom to negotiate a final definitive contract(s).
- K. Such determination will be solely at the discretion of DPS. All representations made by DPS are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, DPS, or the Public Safety Commission.
- L. DPS reserves the right to withdraw this solicitation at any time for any reason.
- M. DPS reserves the right to award no contract and to solicit additional responses at a later time.
- N. DPS incurs no obligation regarding this solicitation unless and until a contract is fully executed by the parties. However, all responses received by DPS will remain confidential until the evaluation process is complete.
- O. DPS will not hold a public response closing event.

#### **C.8 DISCUSSION AND CORRESPONDENCE**

- A. All communications and questions concerning this solicitation, including any of a technical nature, will be made in writing only to:  
  
Hannah Mulla, CTPM, CTCM  
Contract Administrator  
Department of Public Safety  
Procurement and Contract Services  
Email: [hannah.mulla@dps.texas.gov](mailto:hannah.mulla@dps.texas.gov)
- B. Written responses to the questions will then be provided to all parties requesting copies of this solicitation through DPS Procurement and Contract Services Bureau.
- C. Respondent should rely only on the written information provided in this manner. Respondent is specifically cautioned against relying on any oral information.
- D. All respondents are specifically barred from making contact with any DPS personnel involved in this solicitation for the purpose of discussing its responses.
- E. Respondent may; however, seek clarifications of the solicitation through the written process described above.
- F. Respondent is reminded that 08/21/2018 at 10:00 A.M. Central Time is the last day to submit written questions for clarification by DPS.

- G. The responsiveness of each response will be evaluated upon the written instructions provided by throughout this solicitation and as described in Section D, Evaluation Criteria.
- H. Unauthorized contacts with DPS personnel by any Respondent may result in Respondent's response being rejected in its entirety.

#### **C.9 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT**

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

If it is necessary for Respondent to include proprietary or otherwise confidential information in its response or other submitted information, Respondent must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire response subject to release under the PIA.

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

#### **C.10 AGENCY POSTING OF CONTRACTS**

After award, information, documentation, and other material in connection with this solicitation or this Contract may be subject to public disclosure under the Public Information Act and/or posted on DPS' website as part of this Contract per Tex. Gov't Code § 2261.253(a).

#### **C.11 EXHIBITS INCLUDED IN THE RFO**

Technology Purchase Terms and Conditions, dated 11/2/2017

## SECTION D—EVALUATION CRITERIA

- A. DPS will evaluate based on lowest overall cost as stated in Tex. Gov't Code § 2157.003.
- B. DPS will select an Offer based on its sole determination of "Best Value."
- C. The Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code Sections 2155.074, 2155.75, 2156.007, 2157.003, and 2157.125. The Respondent may fail this selection criteria for any of the following conditions: a) a score of less than 90% or an "A" in the Vendor Performance Tracking System; b) if the Respondent is currently under an action plan through the Comptroller of Public Accounts (CPA); c) having repeated negative Vendor Performance Reports for the same reason; or d) having purchase orders that have been cancelled in the previous 12 months for non-performance (late delivery, etc.). Vendor performance information is located on the CPA website at: [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)
- D. DPS may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code, § 20.115), DPS may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations will be at the sole discretion of DPS, and any negative findings, as determined by DPS, may result in non-award to the Respondent.

## BASIC DIR TECHNOLOGY PURCHASES TERMS AND CONDITIONS

Vendor understands that TXDPS is a "Customer" under Vendor's DIR Contract referenced on page 1 of the TXDPS PO. In submitting information to TXDPS in response to this PR, Vendor affirms its understanding of the General Provisions of Vendor's DIR Contract [generally located in Section 3 of Appendix A, DIR Standard Terms and Conditions for TXMAS Contracts] [generally located in Section 4 of Appendix A, DIR Standard Terms and Conditions for ICT Product and Related Services Contracts]:

### 1. A. Entire Agreement

The DIR Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

### B. Modification of Contract Terms and/or Amendments

- 1) The terms and conditions of the DIR Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.
- 2) Customers will not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
- 3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendor.

2. TXDPS issues this PR as Customer under Vendor's DIR Contract and requests that Vendor submit a response to TXDPS based on these additional terms and conditions which TXDPS has determined are specific to the TXDPS PO and are allowable under the provisions of Vendor's DIR Contract, reference section 1 of this PR.

### 3. BOX CHECKED IF THIS SECTION 4 APPLICABLE TO THIS PR. ☐ CRIMINAL HISTORY BACKGROUND CHECK:

- A. Vendor shall have its project personnel – as specifically identified by TXDPS -- submit to TXDPS a fingerprint-based Criminal History Background Investigation, if required by TXDPS, at Vendor's expense. To facilitate this Criminal History Background Investigation, each person shall complete TXDPS' Vendor Background Information form (HR-22), which shall be provided by TXDPS.
- B. If TXDPS requires a fingerprint-based Criminal History Background Investigation, Vendor will not allow personnel to work on the project who have not successfully completed TXDPS's fingerprint-based Criminal History Background Investigation and who do not otherwise maintain TXDPS's security clearance. TXDPS has the right to prevent Vendor's personnel from gaining access to TXDPS' building(s) and computer systems if TXDPS determines that such personnel do not pass the background check or fail to otherwise maintain TXDPS security clearance.
- C. When required, Vendor's Project Manager shall provide the following to TXDPS' Project Manager within 21 calendar days of receiving this PO: a) the completed Vendor Background Information form (HR-22) for all proposed personnel; and b) acceptable fingerprints for all proposed personnel.
- D. Throughout the term of this PO, TXDPS may require Vendor personnel to submit an annual TXDPS fingerprinted-based Criminal History Background Investigation to TXDPS.
- E. Throughout the term of this PO, Vendor shall promptly notify TXDPS of any activity or action by Vendor's personnel that may affect that individual's ability to continue to work under this PO.

### 4. NOTICE:

- A. Any notice required or permitted under this Contract will be directed to the DPS Purchaser as identified on page two of this PR or to Contractor's authorized representative named in Vendor's Response and will be deemed received:
- B. When delivered by hand to the receiving Party's address and a receipt granted;
- C. Notice is deemed to have been given on the date of certified receipt, if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at its specified address; or
- D. When received if sent by confirmed facsimile or confirmed electronic mail.

### 5. OWNERSHIP OF HARDWARE AND TANGIBLE PERSONAL PROPERTY; PURCHASES ONLY:

Except as otherwise indicated on this PO by specific reference to this Section, TXDPS shall own all hardware and tangible personal property provided by Vendor under this PO. This PO is structured as a separate contract under which the costs for hardware and tangible personal property are separately stated from the charge for services. Under this PO, title in all hardware and tangible personal property shall pass directly from Vendor to the State of Texas upon delivery, and upon delivery all property shall be labeled as the property of the State of Texas. Vendor shall make no use of the hardware or tangible personal property



prior to passage of title to the State of Texas. TXDPS makes no representation or warranty to Vendor that Vendor's purchase of such hardware and tangible personal property shall be exempt from any state, local or other applicable taxes; however, Vendor shall make reasonable efforts to obtain such exemptions prior to purchasing such hardware and tangible personal property and shall notify TXDPS of the status of such exemptions. Vendor's pricing shall be reduced by the amount of taxes resulting from such exemptions.

#### **6. REPRESENTATIONS AND WARRANTIES RELATED TO SOFTWARE:**

Vendor represents and warrants each of the following for all Software to which TXDPS has access under this PO:

- A. Vendor has sufficient right, title, and interest in the Software to grant the license required.
- B. Contract terms and conditions included in any "clickwrap", "browsewrap", "shrinkwrap", or other license agreement that accompanies any Software, including but not limited to Software Updates, Software Patch/Fix, or Software Upgrades, provided under this Contract are void and have no effect unless the Department specifically agrees to each licensure term in this Contract.
- C. The Software provided under this PO does not infringe upon or constitute a misuse or misappropriation of any patent, trademark, copyright, trade secret or other proprietary right;
- D. Software and any Software Updates, Software Maintenance, Software Patch/Fix, and Software Upgrades provided under this PO will not contain viruses, malware, spyware, key logger, back door or other covert communications, or any computer code intentionally designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the computer program, or any other associated software, firmware, hardware, or computer system, (including local area or wide-area networks), in a manner not intended by its creator(s); and
- E. Software provided under this PO does not and will not contain any computer code that would disable the Software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanism (sometimes referred to as "time bombs", "time locks", or "drop dead" devices) or that would permit Vendor to access the Software to cause such disablement or impairment (sometimes referred to as "trap door" devices").

#### **7. INFORMATION TECHNOLOGY REQUIREMENTS AND STANDARDS:**

Vendor represents and warrants that it shall comply with all technology, security, accessibility, warranty, maintenance, confidentiality, testing and other standards, policies and procedures of TXDPS and the State of Texas that are applicable to Vendor in its performance of this PO as such standards, policies, and procedures are amended by TXDPS or the State throughout the term of this PO, including any renewal or optional periods. The Information Resource Manager designated by TXDPS shall assist Vendor in reviewing these standards, policies and procedures and identifying those that are applicable to Vendor in its performance of this PO. Vendor shall comply with TXDPS standards and requirements wherever they are applicable to this PO. TXDPS shall have the sole right to waive specific requirements if, in its sole judgment doing so would mitigate costs or risks or significantly improve the installed and configured solution. If required, additional requirements are included as Attachments A and B to this PR.

- A. **Cyber Security Contract Requirements Exhibit**, if required, this information is provided as Attachment A
- B. **IT Standards and Requirements Exhibit**, if required, this information is provided as Attachment B

#### **8. TEXAS PUBLIC INFORMATION ACT:**

The Confidentiality Clause included in Vendor's DIR Contract [generally located in Section 8 of Appendix A, DIR Standard Terms and Conditions for TXMAS Contracts] [generally located in Section 9) of Appendix A, DIR Standard Terms and Conditions for ICT Product and Related Services Contracts], is modified to include the following sentence. Vendor shall make any information created or exchanged with the state pursuant to this PO, and not otherwise exempted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. **TXDPS requires such information to be available in latest version of Adobe Acrobat®; Microsoft Word®; Microsoft Excel®; or, hard copy (paper) format.**

#### **9. IMMIGRATION:**

Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

#### **10. VENDOR AFFIRMATIONS TO TXDPS:**

Signing a response to this PR with a false statement or otherwise providing TXDPS with a false statement is a material breach of contract and shall void this PO, and Vendor shall be removed from all bid lists. During the term of this PO, Vendor shall, for itself and on behalf of its subcontractors, promptly disclose to TXDPS all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties. By signature hereon affixed, Vendor hereby certifies that:

- A. **No Gratuities.** Vendor represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this PO.

- B. Child Support Representation and Certification. Under the Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) 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 (25%) percent is not eligible to receive payments from State funds under a PO to provide property, materials or services. Government entities and any business entity including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Section 231.006.:

Check ONE:

- \_\_\_\_\_ Vendor DOES NOT have a sole proprietor, majority shareholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Section 231.006.
- \_\_\_\_\_ Vendor DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Section 231.006.

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

Under Texas Family Code § 231.006, (relating to child support) Vendor, by accepting this PO, certifies that it is not ineligible to receive payments under this PO and acknowledges that this PO may be terminated and payment may be withheld if this certification is inaccurate.

- C. Certification Concerning Financial Participation. Under §2155.004, Gov't Code, Vendor certifies that it is not ineligible to receive this PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for this PO. Vendor certifies that it has not received compensation for participation in the preparation of the specifications for this PO.
- D. Debts and Delinquencies. Under §2252.903, Gov't Code, Vendor agrees that any payments due under this PO shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Vendor shall comply with rules adopted by the state under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- E. Contracting with Executive Head of State Agency. Pursuant to §669.003, Gov't Code, TXDPS may not issue a PO to a person who employs a current or former executive head of any state agency until four years has passed since that person was the executive head of the state agency. By submitting a Response to this Price Request, Vendor certifies that it does not employ any person who was the executive head of any state agency in the past four years. If Vendor has a disclosure to make regarding the prohibition in Section 669.003 or otherwise employs a current or former Executive Head of a State Agency, Vendor shall complete the following information in order for the Response to be evaluated:

Name of Former Executive:

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Name of State Agency:

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Date of Separation from State Agency:

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Position with Vendor:

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Date of Employment with Vendor:

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- F. Buy Texas. In accordance with §2155.4441, Gov't Code, Vendor agrees that during the performance of this PO it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

- G. Termination for Listing on Federal Excluded Party List, the Terrorism List (Executive Order 13224) or on the State of Texas Debarred Vendor List: TXDPS shall have the absolute right to terminate this PO without recourse as follows:
- i. If Vendor becomes listed on the prohibited Vendors list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control; or
  - ii. If Vendor becomes suspended or debarred from doing business with the federal government as listed in the Systems for Award Management (SAM) maintained by the General Services Administration; or
  - iii. If Vendor becomes listed on the State of Texas debarred Vendor List, TXDPS will provide Vendor with written notice to terminate this PO which termination will become effective immediately upon Vendor's receipt of the notice.
- H. Certification Concerning Hurricane Relief. A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

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

Under Texas Government Code, Section 2155.006, Vendor certifies that the individual or business entity named in this Bid or this PO is not ineligible to receive this PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

- I. Texas Government Code Chapter 556. Vendor represents and warrants that payment to Vendor and Vendor's receipt of appropriated or other funds under this PO are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- J. Conflict of Interest. Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of state officers and employees who interact with public purchasers in the conduct of state business.

Specifically, a TXDPS employee may not have an interest in, or in any manner be connected with a contract or offer for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state shall be mindful of these restrictions when interacting with public purchasers of TXDPS or purchasers of other state agencies.

The Vendor shall comply with the Conflict of Interest provisions and disclosure requirements as listed in the Texas Contract Management Guide found at: <https://www.comptroller.texas.gov/purchasing/docs/contract-management-guide.pdf> (pages 23-35).

- K. No Collusion: Antitrust. (1) Vendor represents and certifies that its employees, agents, and representatives have not and will not discuss or disclose the terms of its Bid and its submission or Bid thereto with any third party other than the persons or entities, which Vendor engaged to assist it with respect to such Bid or submission. (2) Neither Vendor nor the firm, corporation, partnership or institution represented by Vendor or anyone acting for such firm, corporations, or institution has a) violated the antitrust laws of the State of Texas under Business Commerce Code, Chapter 15, or the federal antitrust laws; or b) communicated the contents of its Bid either directly or indirectly to any competitor or any other person engaged in such line of business during the procurement process for this Pricing Request.

- L. By signature hereon, and by checking or initialing either Subsection (A) or Subsection (B), as applicable, Vendor represents and warrants the following:

1) ☐ Vendor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Vendor or any of the individuals or entities included in the DIR Master Contract as, Independent Contractor, of this PO that would or could impair Vendor's performance under this PO, related to the subject matter of this PO, or otherwise be relevant to the agency's consideration of Vendor's Bid. Vendor represents and warrants that it is not aware of any such court or governmental agency actions, proceedings or investigations, etc. against Vendor or any of these individuals or entities within the five (5) calendar years immediately preceding the submission of Vendor's Response to this Pricing Request. In addition, Vendor represents and warrants that it shall notify TXDPS in writing within five (5) business days of any changes to the representations or warranties in this Subsection (A) and understands that failure to so timely update TXDPS shall constitute breach of contract and may result in immediate termination of this PO.

2) ☐ Vendor is unable to make the representation and warranty in Subsection (A) above and instead represents and warrants that it has included as a detailed attachment in its Pricing Request Response, which expressly references this

Subsection (B), a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc., and specifically addresses whether any of such past, pending or threatened actions, proceedings or investigations, etc., would or could (1) impair Vendor's performance under this PO; (2) relate to the solicited or similar goods or services of this PO; or (3) be otherwise relevant to TXDPS' consideration of Vendor's Pricing Request Response. In addition, Vendor represents and warrants that it shall notify TXDPS in writing within five (5) business days of any changes to the representations or warranties in this Subsection (B) or attachments in the Pricing Request Response to Subsection (B) and understands that failure to so timely update TXDPS shall constitute breach of contract and may result in immediate termination of the PO.

- M. Computer Equipment and Computer Recycling Program. If Vendor is submitting a Response to a Pricing Request for the purchase or lease of computer equipment, then Vendor certifies its compliance with Subchapter Y, Chapter 361, Health and Safety Code and the Texas Commission on Environmental Quality rules, 30 TAC Chapter 328.
- N. Franchise Tax Representation; Taxes. In submitting a Response to this PR, Vendor certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. Vendor has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon. Vendor has no knowledge of any tax defiance which has been or might be asserted against it and which would materially and adversely affect Vendor's ability to perform its obligations under this PO.
- O. Organization and Qualification. If Vendor operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.
- P. Deceptive Trade Practices; Unfair Business Practices. Vendor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Vendor has not been found to be liable for such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that those any such officers have not been found to be liable for such practices in such proceedings.
- Q. Relationships. Vendor represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exist between Vendor and an employee of TXDPS, and Vendor has not been an employee of TXDPS within the immediate twelve (12) months prior to Vendor's PR response.
- R. OSHA. Vendor represents and warrants that all performances under this PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law and its regulations in effect or proposed as of the effective date of this PO.
- S. EEOC; Non-Discrimination. Vendor represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action. Vendor agrees that no person will, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this PO. Vendor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor." Vendor has also reviewed the non-discrimination clauses of this PO and represents and warrants that it is in compliance and shall be in compliance under this PO.
- T. Americans with Disabilities Act (ADA). Vendor represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA).
- U. Agreement to Terms. Vendor represents and warrants that it has read and agrees to all terms and conditions of this PR, unless Vendor specifically takes an exception and offers an alternative provision in Vendor's Response as provided in this Section 12.U. Inclusion of such conflicting terms may result in disqualification of the Response in TXDPS' sole discretion.
- V. Certification. By signature on this PR Response, Vendor represents and warrants that the individual signing this document and the documents made part of the submitted Response is authorized to sign such documents on behalf of the company and to bind company under any PO which may result from the submission of this Response. By signing hereon, Vendor represents and warrants that all statements and information prepared and submitted in its PR Response are current, complete and accurate. By signing hereon, the Vendor affirms that the award of a PO between the Vendor and TXDPS will not create a conflict of interest or cause an appearance of a conflict of interest. In its response, Vendor must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Vendor's (and any proposed subcontractors) submission of a response and possible PO award. A description of some conflicts of interest may be found in Section 12.J above, but this list should not be considered exhaustive or limiting. If the circumstances certified by Vendor change or additional information is obtained subsequent to submission of response, by submitting a response, Vendor agrees that it is under a continuing duty to supplement its response under this provision, and Vendor shall submit updated information as soon as reasonably possible upon learning of any change to Vendor's Affirmations.

## **11. REQUIRED SENATE BILL 20 AND HB 1295 CLAUSES:**

### **A. Disclosure of Restricted Employment**

Under Tex. Gov't Code § 572.069, Vendor certifies that it has not employed and will not employ a former Department employee or state officer who participated in a procurement or contract negotiation for the Department involving the Vendor before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

### **B. Notice Under Government Code 2261.252**

Pursuant to Government Code 2261.252 TXDPS may not enter into a contract for the purchase of goods or services with a private vendor if members of the Public Safety Commission or certain positions within the agency including the Executive Director, the General Counsel or the Procurement Director or their covered family members have a financial interest in the vendor. Any contract found to violate Government Code 2261.252 is void.

### **C. Disclosure of Interested Parties**

If TXDPS determines that Texas Government Code § 2252.908 may apply to any contract awarded as a result of this solicitation, TXDPS will advise Vendor of its obligation to disclose interested parties to the Texas Ethics Commission (TEC) and TXDPS as specified in the statute.

To execute a contract with TXDPS, Vendor must submit the required disclosures to TEC by completing TEC Form 1295, Certificate of Interested Parties. Even if Vendor has no interested parties to disclose, Vendor must still complete the TEC Form 1295 process to affirmatively declare that it has no interested parties.

TEC Form 1295 is an online form available at TEC's website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

Upon completion, Vendor must submit the form online to TEC and then print the completed form that includes the Certificate Number automatically assigned by TEC. Vendor's authorized agent must sign the printed form, have the form notarized, and submit the form to TXDPS. The address for submission will be provided to the potential awardee(s).

For further information, see Texas Government Code § 2252.908 and 1 Texas Administrative Code Ch. 46 as well as TEC's website.

If Vendor does not timely submit a completed, signed, and notarized TEC Form 1295 to TXDPS, TXDPS is prohibited by law from executing a contract to Vendor, even if Vendor is otherwise eligible for award. TXDPS may award the contract to the next successful potential awardee, who will then be subject to this procedure.

## **12. CONTRACTS WITH COMPANIES WHO BOYCOTT ISRAEL PROHIBITED**

Under Tex. Gov't. Code § 2270.002, DPS may not enter into a contract with a company (as defined by Tex. Gov't Code § 808.001) that boycotts Israel. By responding to this solicitation, Vendor (if defined as a company under Tex. Gov't Code § 808.001) certifies that it does not boycott Israel and will not boycott Israel during the term of any contract resulting from this solicitation.

## **13. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED**

Under Tex. Gov't. Code § 2252.152, DPS may not enter into a contract with a company (as defined by Tex. Gov't Code § 806.001) that is identified on a list prepared and maintained by the comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153. By responding to this solicitation, Vendor (if defined as a company under Tex. Gov't Code § 806.001) certifies that it is not identified on a list prepared and maintained by the comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153.

## **14. THIRD-PARTY CUSTODIANS OF STATE RECORDS:**

As required by 13 Tex. Admin. Code § 6.94(a)(9), DPS must require a third-party custodian of state records to provide DPS with descriptions of its business continuity and disaster recovery plans regarding how the custodian will protect DPS's vital state records. In its response, Respondent must submit descriptions of its business continuity and disaster recovery plans regarding how it will protect DPS's vital state records throughout the life of any Contract and for any record retention period required beyond the life of the Contract. If DPS awards a contract under this solicitation, Contractor must again submit these descriptions no later than ten days after contract award and annually until the required retention period ends (even if this is after the Contract expires or is terminated).



# Texas Department of Public Safety Purchase Order

P.O. Date: 8/26/2014

Blanket Order Number

405-15-P000307

SHOW THIS NUMBER ON ALL  
PACKAGES, INVOICES AND  
SHIPPING DOCUMENTS.

|                            |   |
|----------------------------|---|
| V<br>E<br>N<br>D<br>O<br>R | Vendor Number: 00020403                         |
|                            | NI GOVERNMENT SERVICES, INC                     |
|                            | 4950 W Prospect Rd<br>Fort Lauderdale, FL 33309 |

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

|                                |  |
|--------------------------------|--|
| S<br>H<br>I<br>P<br><br>T<br>O |  |
| B<br>I<br>L<br>L<br><br>T<br>O |  |

|  |  |
|--|--|
| Solicitation (Bid) No.:  | Payment Terms: State of Texas Prompt Pay |
|  | Shipping Terms:                          |
|  | Delivery Calendar Day(s) A.R.O.: 0       |
| <p>Item # 1</p> <p>TXDPS has implemented a new ELECTRONIC PROCUREMENT SYSTEM (e-Procurement). This purchase order number 405-15-P000307, replaces the previous purchase order number 405-14-40781 issued to your company for this service. The number noted on this new purchase order must be reflected on all invoices and correspondence regarding this service. All other terms and conditions remain unchanged.</p> |  |

Item # 2  
Class-Item 915-79

Telecommunications Services, MSAT, per Attachments A and C, 9/1/2014 - 8/31/2015

| Quantity  | Unit Price | UOM  | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|-----------|------------|------|------------|---------------------|----------|------------|---------|------------|
| 150000.00 | \$ 1.00    | UNIT | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 3  
Class-Item 915-75

Account Activation Fee (one-time fee)

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 1.00     | \$ 50.00   | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 4  
Class-Item 915-75

Mobile Satellite Radio Service Monthly Access Fee

Fee shall include monthly fee for talk groups in line 3.01 to 3.15  
Reference Attachment C

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 1.00     | \$ 85.00   | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 5  
Class-Item 915-75

Telephone Airtime Usage - per minute  
(Formula for unit of measure: 750 minutes x 16 months of service = 12,000)

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 1.00     | \$ 1.19    | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 6  
Class-Item 915-75

Administrative Fee

7% of monthly recurring fee

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 1.00     | \$ 0.07    | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |



Item # 7

Class-Item 915-79

Telecommunications Services, MSAT, per Attachments A and C, 9/1/2014 - 8/31/2015

| Quantity | Unit Price | UOM  | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|------|------------|---------------------|----------|------------|---------|------------|
| 0.00     | \$ 0.00    | UNIT | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 8

Class-Item 915-79

908-Regional 2-Beams, PTT &amp; Telephone Service-Monthly Service Access Fee-76 units

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 1.00     | \$ 69.00   | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 9

Class-Item 915-79

Monthly E911 Emergency Referral Fee-Per Satellite radio-76 units

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 1.00     | \$ 0.75    | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 10

Class-Item 915-79

Additional PSTN Telephone Minutes. Price per Minute. Actual Usage invoiced monthly.

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 1.00     | \$ 1.19    | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 11

Class-Item 915-79

Administrative Fee-7.0% -412.72

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 1.00     | \$ 412.72  | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 12  
Class-Item 915-79

Telecommunications Services, MSAT, per Attachments A and C, 9/1/2015 - 8/31/2016

| Quantity  | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|-----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 150000.00 | \$ 1.00    | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 13  
Class-Item 915-79

All Rate Plans, Additional Talk Group or Private Mode Setup

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 3.00     | \$ 200.00  | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 14  
Class-Item 915-75

928 CONUS 3-Beams, PTT Telephone Service, Monthly Service Access Fee

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 120.00   | \$ 99.00   | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 15  
Class-Item 915-79

All Rate Plans, Additional Talk Group, Additional Talk Group Fee Per Talk Group

| Quantity | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 3.00     | \$ 200.00  | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 16  
Class-Item 915-79

Telecommunications Services, MSAT, per Attachments A and C, 9/1/2016 - 8/31/2017

| Quantity  | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|-----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 150000.00 | \$ 1.00    | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

Item # 17  
Class-Item 915-79

To exercise the 3rd and final renewal on original PO 405-14-40781 for the MSAT Telecommunication Services for TDEM  
Period of Performance from 09/01/17 to 08/31/18.

| Quantity  | Unit Price | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Freight | Total Cost |
|-----------|------------|-----|------------|---------------------|----------|------------|---------|------------|
| 150000.00 | \$ 1.00    | EA  | 0.00 %     | \$ 0.00             |          | \$ 0.00    | \$ 0.00 | \$ 0.00    |

TAX: \$ 0.00  
FREIGHT: \$ 0.00  
TOTAL: \$ 0.00

APPROVED

By: Hannah Mulla, CTPM, CTCM  
Phone#: (512) 424-5866  
BUYER

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : ni government\* services\***  
**Record Status: Active**

|  |                           |                             |
|--|---------------------------|-----------------------------|
| <b>ENTITY</b> Ni Government Services INC |                           | Status: Active              |
| DUNS: 969927008                          | +4:                       | CAGE Code: 6KD21 DoDAAC:    |
| Expiration Date: Aug 3, 2019             | Has Active Exclusion?: No | Debt Subject to Offset?: No |
| Address: 4950 W Prospect Rd              |                           |                             |
| City: Fort Lauderdale                    | State/Province: FLORIDA   |                             |
| ZIP Code: 33309-3050                     | Country: UNITED STATES    |                             |


**DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS  
SOLICITATION**

| CONTRACT NO. | SOLICITATION NO. | TYPE OF SOLICITATION | DATE ISSUED |
|--------------|------------------|----------------------|-------------|
|              | 405-19-R158897   | NEGOTIATED (RFO)     | 08/15/2018  |

**REQUEST FOR OFFERS (RFO) – MSAT Satellite Services with talk groups**

|  |  |
|--|--|
| <p>Respondent must submit sealed responses no later than 5:00 P.M. local time on 08/28/2018 to the following address:</p> <p>Department of Public Safety (DPS)<br/>Procurement and Contract Services Bureau<br/>5805 North Lamar, Bldg. A, MC-0266<br/>Austin, Texas 78752<br/>Attention: 405-19-R158897</p> | <p>FOR INFORMATION CONTACT:</p> <p>Hannah Mulla, CTPM, CTCM<br/>Contract Administrator<br/>PHONE: (512) 424-5866<br/>EMAIL: <a href="mailto:hannah.mulla@dps.texas.gov">hannah.mulla@dps.texas.gov</a></p> |
|--|--|

**RESPONSE (Respondent must fully complete)**

|   |  |              |              |               |
|---|--|--------------|--------------|---------------|
| DISCOUNT FOR PROMPT PAYMENT:➔   | 10 DAYS<br>%   | 20 DAYS<br>% | 30 DAYS<br>% | ___ DAYS<br>% |
| ACKNOWLEDGMENT OF ADDENDA:<br>(The Respondent acknowledges receipt Solicitation addenda and related documents numbered and dated: | ADDENDUM NO.   | DATE         | ADDENDUM NO. | DATE          |
|   |  |              |              |               |
|   |  |              |              |               |
| NAME AND ADDRESS<br>OF RESPONDENT:➔   | NI Government Services Inc. 4950 W. Prospect Rd., Ft. Lauderdale, FL 33309                               |              |              |               |
| RESPONSE DATE<br><b>August 27, 2018</b>   | TELEPHONE NO. (Include area code)<br><b>888-843-8961</b>   |              |              |               |
| SIGNATURE OF AUTHORIZED REPRESENTATIVE<br>       | NAME AND TITLE OF AUTHORIZED REPRESENTATIVE<br><b>Michael Korsholm / Director, Corporate Development</b> |              |              |               |

**PROPRIETARY:** This is being advertised under Texas Government Code, Title 10, Subtitle D, Chapter 2155.067.

*TXDPS believes that the requested items are proprietary to one manufacturer and/or specifications. Only responses conforming exactly to these specifications will be considered in determining award. The issuing office strongly encourages responses from all qualified vendors who may be able to provide the specified items.*

DPS reserves the right, in its sole discretion, to modify this language prior to award.

By signing this solicitation, Respondent represents that all statements, certifications, and information submitted in response to this solicitation are true, current, complete, and accurate.

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

**INITIAL CONTRACT TERM: From 09/01/2018 through 08/31/2019**

**OPTIONAL RENEWAL PERIODS**

|                                |                                    |
|--------------------------------|------------------------------------|
| Optional Renewal Period One:   | From 09/01/2019 through 08/31/2020 |
| Optional Renewal Period Two:   | From 09/01/2020 through 08/31/2021 |
| Optional Renewal Period Three: | From 09/01/2021 through 08/31/2022 |

DPS reserves the right, in its sole discretion, to exercise its option to renew this Contract for one or more of the above optional renewal periods, one optional renewal period at a time.

## **SECTION A—SERVICES AND PRICES**

### **A.1 PRICING REQUIREMENTS**

Respondents must submit proposed pricing that includes all costs, fees, licenses, and expenses for Contractor's delivery of the Satellite Service and performance under this Contract and the final negotiated, contracted pricing for the Satellite Service will represent Contractor's sole compensation under this Contract. No minimum compensation is guaranteed under this Contract. No payments may be approved or made prior to DPS' written acceptance as provided in this Contract.

### **A.2 INVOICE REQUIREMENTS**

Invoices are Contractor's billing for goods or services rendered. DPS will pay Contractor on the basis of itemized invoices submitted to and approved by DPS. The invoices must show the actual deliverables provided and the attendant charge. Itemized invoices must clearly identify the project phase or title, deliverables delivered, the number of hours that each allocated employee worked if applicable, and the date range of work performance for this associated charge.

A. Contractor's invoice must include the following:

1. this Contract number;
2. remittance address; and
3. any prompt payment discount offered.

B. Contractor must send an email with the invoice copy to [apinvoices@dps.texas.gov](mailto:apinvoices@dps.texas.gov) and to the Contract Monitor.

An original, hard-copy invoice, if required by Contractor, will be submitted to the office designated below:

**DPS Accounts Payable  
P.O. Box 4087  
Austin, Texas 78773**

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

### **A.3 PAYMENTS**

#### **A.3.1 Billing and Payment**

A. Once DPS has notified Contractor that Service has begun and the corresponding pricing schedules are applicable, Contractor must begin to bill DPS for each calendar month authorized by DPS for the amount due for the monthly service authorized by DPS as falling within the Service provisions and accepted in advance in writing by the Contract Monitor. Each invoice is subject to DPS' usual auditing and accounting procedures.

Contractor compensation may be subject to proration or reimbursement for unforeseen situation at the discretion of DPS.

- B. Tex. Gov't Code Chapter 2251 (the Prompt Payment Act) will govern payment and accrual of interest on any overdue payments.
- C. If DPS, for any reason, including lack of supporting documentation, disputes any items in any invoices submitted by Contractor, DPS will place a hold on the disputed items and may pay the remaining amount of the invoice. DPS will timely notify Contractor of the dispute and request clarification or remedial action.
- D. If the dispute is resolved in Contractor's favor, DPS will pay the remaining portion of the original invoice in accordance with the Prompt Payment Act. If the dispute is resolved in favor of DPS, Contractor must resubmit an invoice reflecting all corrections.

#### **A.3.2 Payment Adjustment**

- A. DPS may elect to deduct from contractor payment as specified in this section or any amount specified in or any money determined to be due as specified in this Contract.
- B. If it is determined that the remaining amount of Contractor payment is not adequate to cover the money determined to be due to DPS, then all remaining Contractor payments will be withheld and an invoice issued to Contractor for the remaining amount due.
- C. Contractor must pay the invoiced amount within 30 days of receipt unless Contractor and DPS mutually agree on an alternative payment method.

#### **A.3.3 Late Payment**

Any amount owed to Contractor more than one day beyond the date such amount is due as described in this section will accrue interest each day that such amount is not paid at the rate specified by Tex. Gov't Code § 2251.025, provided; however, that this provision will not excuse failure by DPS to make payment in strict accordance with this Contract.

#### **A.3.4 Deductions for Unacceptable Compliance**

If Contractor fails to comply with the terms of the Contract, DPS may withhold Contractor's payment. If non-compliance results in DPS purchasing goods or services from another entity to remedy the non-compliance, DPS will deduct those costs from Contractor's payment.

#### **A.3.5 Withholding of Payment**

- A. DPS will have the right to withhold Contractor's payment until the failures described below have been corrected.
  - 1. Failure to comply with background check or security requirements;
  - 2. Failure to correct identified areas of non-compliance to the satisfaction of DPS within ten days upon receipt of written notification.



- B. DPS will not pay interest to Contractor for monies so withheld.
- C. Contractor's withheld payment will be released upon DPS' satisfaction that compliance has been achieved for 30 consecutive days.
- D. In the event that money is due to DPS for Contractor's failure to provide adequate maintenance, the amount required for DPS to correct deficiencies will be withheld from the final Payment.
- E. With the exception of disputed issues, such withholding of final payment by DPS will not exceed 120 days from date of this Contract's termination.

#### A.3.6 Debts and Delinquencies

DPS is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the State of Texas. Contractor agrees and understands that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, DPS will apply any payments or other amounts Contractor is otherwise owed under this Contract toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor must comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

#### A.3.7 Right to Offset

In the event DPS determines that Contractor owes money to DPS under any contract or purchase order, DPS, upon providing Contractor with written notice of its intent to offset, will have the right to withhold monies due to Contractor with respect to this Contract or with respect to any other contract or purchase order with DPS and apply such monies to the money due to DPS.

### A.4 PRICING SCHEDULE

The Respondent must price per unit shown. Unit prices will govern in the event of extension errors. If a Quote is submitted as part of the RFO response, it must be referenced on this form and signed by the Respondent to establish formal linkage to the RFO per included Terms and Conditions.

#### A.4.1 Initial Contract Term Pricing

| ITEM NO. | CLASS & ITEM | DESCRIPTION  | QTY   | UOM | UNIT PRICE | EXTENSION    |
|----------|--------------|--|-------|-----|------------|--------------|
| 001      |              | <b>Mobile Satellite Radio Service Monthly Access Fee.</b> Fee must include monthly fee for talkgroups described in Section B.<br>(Formula for unit of measure: 146 MSAT units x 12 months of service = 1752)   | 1752  | EA  | \$111.13   | \$194,699.76 |
| 002      |              | <b>Telephone Airtime Usage.</b> DPS estimates 1000 minutes will be used per month collectively across of all 146 units. Quantities may increase in emergency situations.<br>(Formula for unit of measure: 1000 minutes x 12 months of service = 12000) | 12000 | EA  | \$1.27     | \$15,240.00  |

#### A.4.2 Optional Renewal Period Pricing

| ITEM NO. | CLASS & ITEM | DESCRIPTION  | QTY   | UOM | UNIT PRICE | EXTENSION    |
|----------|--------------|--|-------|-----|------------|--------------|
|          |              | <b>Mobile Satellite Radio Service Monthly Access Fee.</b> Fee must include monthly fee for talkgroups described in Section B.<br>Optional Renewal: From 09/01/2019 through 08/31/2020  | 1752  | EA  | \$111.13   | \$194,699.76 |
|          |              | <b>Telephone Airtime Usage.</b> DPS estimates 1000 minutes will be used per month collectively across of all 146 units. Quantities may increase in emergency situations.<br>Optional Renewal: From 09/01/2019 through 08/31/2020 | 12000 | EA  | \$1.27     | \$15,240.00  |
|          |              | <b>Mobile Satellite Radio Service Monthly Access Fee.</b> Fee must include monthly fee for talkgroups described in Section B.<br>Optional Renewal: From 09/01/2020 through 08/31/2021  | 1752  | EA  | \$111.13   | \$194,699.76 |
|          |              | <b>Telephone Airtime Usage.</b> DPS estimates 1000 minutes will be used per month collectively across of all 146 units. Quantities may increase in emergency situations.<br>Optional Renewal: From 09/01/2020 through 08/31/2021 | 12000 | EA  | \$1.27     | \$15,240.00  |
|          |              | <b>Mobile Satellite Radio Service Monthly Access Fee.</b> Fee must include monthly fee for talkgroups described in Section B.<br>Optional Renewal: From 09/01/2021 through 08/31/2022  | 1752  | EA  | \$111.13   | \$194,699.76 |
|          |              | <b>Telephone Airtime Usage.</b> DPS estimates 1000 minutes will be used per month collectively across of all 146 units. Quantities may increase in emergency situations.<br>Optional Renewal: From 09/01/2021 through 08/31/2022 | 12000 | EA  | \$1.27     | \$15,240.00  |

**Services fees were quoted as all inclusive.  
Please see fee details below**

##### **Monthly Access Fee**

Monthly Access Fee: \$99/month/device  
Talk Group Fee: \$200/month/each (3 talk groups)  
Emergency Referral Services Fee: \$0.75/month/device  
Administrative Fee: 7% on all items

##### **Telephone Airtime Usage**

Domestic to/from Landline/Cellular Airtime Rate: \$1.19/min  
Administrative Fee: 7% on all items

## **SECTION B – STATEMENT OF WORK**

### **B.1 INTRODUCTION**

DPS is seeking to continue MSAT Satellite Service with talk groups as described in this RFO.

### **B.2 SCOPE**

Establish contract for MSAT Satellite Service.

### **B.3 SATELLITE RADIO (SATRAD) SERVICE REQUIREMENTS**

- To ensure continued interoperability and system compatibility, the vendor must have ongoing Mobile Satellite (MSAT) service to Texas Forest Service (TFS), Texas Engineering Extension Service (TEEX), South Texas Regional Advisory Council (STRAC) and Texas Department of Public Safety (DPS).
- Vendor must provide access to Texas / Regional / National Satellite Mutual Aid Radio Talkgroup (SMART) Talk Groups.
- Satellite service must provide/support commercial satellite two-way radio, push to talk (PTT) capability, integrated with telephony.
- Service area must be Continent-Wide MSAT Dispatch Radio (PTT) and Circuit Switched Voice service capability.
- Provider must have access to a sufficient number of satellites in geostationary orbits to provide four (4) plus years of continued satellite service.
- Service must support Interoperation with existing UHF/VHF radios and dispatch console systems. Service must support existing National / Commercial Talk groups currently configured in existing service to allow for inter-agency communications between local, regional, and national emergency response organizations.
- Service must include continued access to the following Satellite Mutual Aid Radio Talkgroups (SMART) at no charge: GSMART, ISMART, ESMART, FSMART, JSMART, TXSMART and LSMART.
- Vendor must provide access to:
  - Private Talkgroups DPS 1, DPS 2, DPS 3, DPS 4, DPS 5, DPS 6, Talkgroup 00 and TXSMART. (Paid for by DPS)
  - Commercial / Private Talkgroups TFS 1, TEEX1, STRC1, STRC2, and INAGY. (Paid for by other agencies)

- Support or enable auto-failover from radio to satellite network in the event of terrestrial communications failures.
- Service must support voice acceleration technology and console integration so that both field staff and console operators need not change their standard operating procedures when using the currently installed Satellite Radio (SATRAD) systems.
- Service must support / provide optional telephone service for standard phone calls and GPS tracking capabilities i.e. the user must be able to see their lat/long coordinates displayed on the attached handset device.
- SATRAD service pricing must be based on a flat rate per month for unlimited push-to-talk service.
- Due to the nature of Public Safety / Emergency Management operations, the Service provider must have an organizational / partnership structure of Texas located partners / authorized service providers that can provide maintenance support for MSAT G2, MSV and compatible systems within the state of Texas to ensure rapid response / support when expedited service is required.
- Service must support at-least 146 MSAT units in mixed configuration setups (fixed site/vehicles/portable kits). Service contract must allow for contingency options to expand the number of units supported if additional MSAT units are purchased in the future.

#### **B.4 GENERAL CONFIDENTIALITY REQUIREMENTS**

- A. All information provided by DPS or subrecipients to Contractor, created by Contractor, or overheard, seen, or otherwise obtained by Contractor in performing the obligations under this Contract is confidential and will not be used by Contractor or disclosed to any person or entity, unless such use or disclosure is required for Contractor to perform work under this Contract. The requirements in this section also apply to subcontractors. The obligations of this section do not apply to information that Contractor can demonstrate:
  - 1) Is publicly available;
  - 2) Contractor received from a third party without restriction on disclosure and without breach of contract or other wrongful act;
  - 3) Contractor independently developed without regard to DPS confidential information; or
  - 4) Is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that Contractor will furnish prompt written notice of such required disclosure and will reasonably cooperate with DPS at DPS' cost and expense, in any effort made by DPS to seek a protection order or other appropriate protection of its confidential information.
- B. Contractor must notify DPS in writing of any unauthorized release of confidential information within two business days of when Contractor knows or should have known of such unauthorized release.

- C. Contractor must notify subrecipients in writing of any unauthorized release of confidential information within two business days of when Contractor knows or should have known of any unauthorized release of confidential information obtained from sub-recipient(s).
- D. Contractor must maintain all confidential information, regardless whether obtained from DPS or from sub-recipient(s) in confidence during the term of this Contract and after the expiration or earlier termination of this Contract.
- E. If Contractor has any questions or doubts as to whether particular material or information is confidential information, Contractor must obtain the prior written approval of DPS prior to using, disclosing, or releasing such information.
- F. Contractor acknowledges that DPS' and sub-recipient(s)' confidential information is unique and valuable, and that DPS and sub-recipient(s) may have no adequate remedy at law if Contractor does not comply with its confidentiality obligations under this Contract. Therefore, DPS will have the right, in addition to any other rights it may have, to seek in any Travis County court of competent jurisdiction temporary, preliminary, and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any confidentiality obligations of Contractor if Contractor fails to perform any of its confidentiality obligations under this Contract.
- G. Contractor must immediately return to DPS all confidential information when this Contract terminates, at such earlier time as when the confidential information is no longer required for the performance of this Contract or when DPS requests that such confidential information be returned.
- H. Information, documentation and other material in connection with this Contract, including Contractor's response, may be subject to public disclosure under the Tex. Gov't Code Chapter 552.

## **SECTION C—INSTRUCTIONS, CONDITIONS, AND NOTICES TO RESPONDENTS**

### **C.1 RESPONSE PREPARATION INSTRUCTIONS**

#### Purpose of Instructions

- A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of Respondent's response.
- B. Respondent must be available 24 hours a day, seven days a week to provide clarification responses or attend requested meetings or demonstrations throughout the solicitation evaluation phase.
- C. Responses must be prepared in accordance with these instructions providing all required information in the format specified.
- D. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for disqualification of the response from further consideration unless stated otherwise within this solicitation.

#### Submission of responses

- A. Emailed responses must be received by DPS no later than the deadline established and submitted to:

Hannah Mulla, CTPM, CTCM  
Contract Administrator  
Solicitation No. 405-19-R158897  
Department of Public Safety  
Procurement and Contract Services  
Email: [hannah.mulla@dps.texas.gov](mailto:hannah.mulla@dps.texas.gov)

- B. Responses will demonstrate that Respondent's operations conform to applicable State and Federal Standards and DPS Policies and Standards.
- C. Respondent must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, including Respondent's policies, procedures, and post orders for which no deviation to DPS Policy is being requested, and other similar documents will not be submitted.

### **C.2 AMENDMENTS TO THE SOLICITATION**

- A. If this solicitation is amended all terms and conditions which are not modified remain unchanged.
- B. Respondents must acknowledge receipt of all amendment(s) to this solicitation by signing and returning the amendment(s), identifying the amendment number and date in the space provided for this purpose on the form for submitting a response or by letter.

- C. Respondent must submit the acknowledgement to DPS by the time specified for receipt of responses.
- D. Failure to acknowledge amendment(s) by Respondent may subject its response to rejection.

### **C.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES**

- A. Responses will be considered received by the date and time listed on the email.
- B. Any response received at the designated location after the specified date and time will not be considered.
- C. Responses cannot be altered, amended or modified by email, fax or otherwise after closing date and time.
- D. Alterations made before closing time will be initialed by Respondent or its authorized representative.
- E. No responses can be withdrawn after closing date and time without approval by DPS. Should a Respondent, after closing time, request its response be withdrawn, the request must be made in writing.

### **C.4 SIGNATURES ON RESPONSE SUBMITTED**

- A. Responses from a partnership will be signed in the firm name by at least one general partner or in the firm name by an Attorney-in-fact.
- B. Responses signed by an Attorney-in-fact, will include a Power of Attorney evidencing the authority to sign response, dated and executed by all partners in the firm.
- C. Responses from a corporation will have the correct corporate name thereon and the signature of an authorized officer of the corporation.
- D. The title of office held by the person signing for the corporation will appear below the signature of the officer.
- E. Responses from an individual doing business under a firm or fictitious name will be signed in the same name of the individual doing business under the proper firm name.
- F. Joint venture responses will be signed by all members or by a member of the joint venture if there is attached to the response a copy of the joint venture agreement evidencing that the response is signed by the member with authority to bind the joint venture.

### **C.5 RESPONSE ACCEPTANCE PERIOD**

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

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

#### **C.6 CONTRACT AWARD**

- A. DPS may award one Contract resulting from this solicitation to the responsible Respondent, whose response, meeting or exceeding specifications and will be most advantageous to DPS, cost or price and other factors, specified elsewhere in this solicitation, will be considered.
- B. A written award or acceptance of Response emailed or otherwise furnished to successful Respondent(s) within the time for acceptance specified in the response will result in a binding contract without further action by either party.

#### **C.7 RIGHTS OF DPS**

- A. DPS reserves the right to waive, change, add or delete any terms or conditions of this solicitation.
- B. DPS may:
  - 1. reject any or all responses if such action is in the public interest;
  - 2. accept other than the lowest priced response; and
  - 3. waive minor informalities and minor irregularities in responses received.
- C. Waiver of deviations in any response will not constitute a modification of this solicitation and will not preclude DPS from asserting all rights against the Respondent for failure to fully comply with all terms and conditions of this solicitation. Copyrighted responses are unacceptable and are subject to disqualification as non-responsive. DPS reserves the right to make any corrections or include additional requirements in the resulting contract prior to issuance which are necessary for DPS' compliance, as an agency of the State of Texas, with all state and federal requirements. DPS reserves the right to disqualify any response which asserts any copyright on any DPS-created form which is specifically designated by this solicitation to be a form that will be completed and included in a response submitted in response to this solicitation.
- D. DPS reserves the right to reject any one response or all responses or portions of responses submitted in response to this solicitation.
- E. The submission of a response has the effect of waiving proprietary rights or confidentiality.
- F. All responses and any content provided by the Respondent are considered the property of DPS for use for the life of any resulting contract as determined by DPS with respect to the scope of the project.
- G. DPS reserves the right to use for its benefit ideas contained in the responses submitted.



- H. DPS is not liable for any costs or damages that may be incurred by respondents or prospective contractors in the preparation, formulation, or presentation of a response.
- I. In case of ambiguity or lack of clarity, DPS may adopt such interpretations as may be advantageous to DPS.
- J. Upon review of responses, DPS may select the Respondent's response(s) most advantageous to DPS, in its judgment, with whom to negotiate a final definitive contract(s).
- K. Such determination will be solely at the discretion of DPS. All representations made by DPS are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, DPS, or the Public Safety Commission.
- L. DPS reserves the right to withdraw this solicitation at any time for any reason.
- M. DPS reserves the right to award no contract and to solicit additional responses at a later time.
- N. DPS incurs no obligation regarding this solicitation unless and until a contract is fully executed by the parties. However, all responses received by DPS will remain confidential until the evaluation process is complete.
- O. DPS will not hold a public response closing event.

#### **C.8 DISCUSSION AND CORRESPONDENCE**

- A. All communications and questions concerning this solicitation, including any of a technical nature, will be made in writing only to:  
  
Hannah Mulla, CTPM, CTCM  
Contract Administrator  
Department of Public Safety  
Procurement and Contract Services  
Email: [hannah.mulla@dps.texas.gov](mailto:hannah.mulla@dps.texas.gov)
- B. Written responses to the questions will then be provided to all parties requesting copies of this solicitation through DPS Procurement and Contract Services Bureau.
- C. Respondent should rely only on the written information provided in this manner. Respondent is specifically cautioned against relying on any oral information.
- D. All respondents are specifically barred from making contact with any DPS personnel involved in this solicitation for the purpose of discussing its responses.
- E. Respondent may; however, seek clarifications of the solicitation through the written process described above.
- F. Respondent is reminded that 08/21/2018 at 10:00 A.M. Central Time is the last day to submit written questions for clarification by DPS.

- G. The responsiveness of each response will be evaluated upon the written instructions provided by throughout this solicitation and as described in Section D, Evaluation Criteria.
- H. Unauthorized contacts with DPS personnel by any Respondent may result in Respondent's response being rejected in its entirety.

#### **C.9 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT**

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

If it is necessary for Respondent to include proprietary or otherwise confidential information in its response or other submitted information, Respondent must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire response subject to release under the PIA.

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

#### **C.10 AGENCY POSTING OF CONTRACTS**

After award, information, documentation, and other material in connection with this solicitation or this Contract may be subject to public disclosure under the Public Information Act and/or posted on DPS' website as part of this Contract per Tex. Gov't Code § 2261.253(a).

#### **C.11 EXHIBITS INCLUDED IN THE RFO**

Technology Purchase Terms and Conditions, dated 11/2/2017

## SECTION D—EVALUATION CRITERIA

- A. DPS will evaluate based on lowest overall cost as stated in Tex. Gov't Code § 2157.003.
- B. DPS will select an Offer based on its sole determination of "Best Value."
- C. The Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code Sections 2155.074, 2155.75, 2156.007, 2157.003, and 2157.125. The Respondent may fail this selection criteria for any of the following conditions: a) a score of less than 90% or an "A" in the Vendor Performance Tracking System; b) if the Respondent is currently under an action plan through the Comptroller of Public Accounts (CPA); c) having repeated negative Vendor Performance Reports for the same reason; or d) having purchase orders that have been cancelled in the previous 12 months for non-performance (late delivery, etc.). Vendor performance information is located on the CPA website at: [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)
- D. DPS may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code, § 20.115), DPS may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations will be at the sole discretion of DPS, and any negative findings, as determined by DPS, may result in non-award to the Respondent.

## BASIC DIR TECHNOLOGY PURCHASES TERMS AND CONDITIONS

Vendor understands that TXDPS is a "Customer" under Vendor's DIR Contract referenced on page 1 of the TXDPS PO. In submitting information to TXDPS in response to this PR, Vendor affirms its understanding of the General Provisions of Vendor's DIR Contract [generally located in Section 3 of Appendix A, DIR Standard Terms and Conditions for TXMAS Contracts] [generally located in Section 4 of Appendix A, DIR Standard Terms and Conditions for ICT Product and Related Services Contracts]:

### 1. A. Entire Agreement

The DIR Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

### B. Modification of Contract Terms and/or Amendments

- 1) The terms and conditions of the DIR Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.
- 2) Customers will not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
- 3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendor.

2. TXDPS issues this PR as Customer under Vendor's DIR Contract and requests that Vendor submit a response to TXDPS based on these additional terms and conditions which TXDPS has determined are specific to the TXDPS PO and are allowable under the provisions of Vendor's DIR Contract, reference section 1 of this PR.

### 3. **BOX CHECKED IF THIS SECTION 4 APPLICABLE TO THIS PR. ☐ CRIMINAL HISTORY BACKGROUND CHECK:**

- A. Vendor shall have its project personnel – as specifically identified by TXDPS -- submit to TXDPS a fingerprint-based Criminal History Background Investigation, if required by TXDPS, at Vendor's expense. To facilitate this Criminal History Background Investigation, each person shall complete TXDPS' Vendor Background Information form (HR-22), which shall be provided by TXDPS.
- B. If TXDPS requires a fingerprint-based Criminal History Background Investigation, Vendor will not allow personnel to work on the project who have not successfully completed TXDPS's fingerprint-based Criminal History Background Investigation and who do not otherwise maintain TXDPS's security clearance. TXDPS has the right to prevent Vendor's personnel from gaining access to TXDPS' building(s) and computer systems if TXDPS determines that such personnel do not pass the background check or fail to otherwise maintain TXDPS security clearance.
- C. When required, Vendor's Project Manager shall provide the following to TXDPS' Project Manager within 21 calendar days of receiving this PO: a) the completed Vendor Background Information form (HR-22) for all proposed personnel; and b) acceptable fingerprints for all proposed personnel.
- D. Throughout the term of this PO, TXDPS may require Vendor personnel to submit an annual TXDPS fingerprinted-based Criminal History Background Investigation to TXDPS.
- E. Throughout the term of this PO, Vendor shall promptly notify TXDPS of any activity or action by Vendor's personnel that may affect that individual's ability to continue to work under this PO.

### 4. NOTICE:

- A. Any notice required or permitted under this Contract will be directed to the DPS Purchaser as identified on page two of this PR or to Contractor's authorized representative named in Vendor's Response and will be deemed received:
- B. When delivered by hand to the receiving Party's address and a receipt granted;
- C. Notice is deemed to have been given on the date of certified receipt, if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at its specified address; or
- D. When received if sent by confirmed facsimile or confirmed electronic mail.

### 5. OWNERSHIP OF HARDWARE AND TANGIBLE PERSONAL PROPERTY; PURCHASES ONLY:

Except as otherwise indicated on this PO by specific reference to this Section, TXDPS shall own all hardware and tangible personal property provided by Vendor under this PO. This PO is structured as a separate contract under which the costs for hardware and tangible personal property are separately stated from the charge for services. Under this PO, title in all hardware and tangible personal property shall pass directly from Vendor to the State of Texas upon delivery, and upon delivery all property shall be labeled as the property of the State of Texas. Vendor shall make no use of the hardware or tangible personal property

prior to passage of title to the State of Texas. TXDPS makes no representation or warranty to Vendor that Vendor's purchase of such hardware and tangible personal property shall be exempt from any state, local or other applicable taxes; however, Vendor shall make reasonable efforts to obtain such exemptions prior to purchasing such hardware and tangible personal property and shall notify TXDPS of the status of such exemptions. Vendor's pricing shall be reduced by the amount of taxes resulting from such exemptions.

#### **6. REPRESENTATIONS AND WARRANTIES RELATED TO SOFTWARE:**

Vendor represents and warrants each of the following for all Software to which TXDPS has access under this PO:

- A. Vendor has sufficient right, title, and interest in the Software to grant the license required.
- B. Contract terms and conditions included in any "clickwrap", "browsewrap", "shrinkwrap", or other license agreement that accompanies any Software, including but not limited to Software Updates, Software Patch/Fix, or Software Upgrades, provided under this Contract are void and have no effect unless the Department specifically agrees to each licensure term in this Contract.
- C. The Software provided under this PO does not infringe upon or constitute a misuse or misappropriation of any patent, trademark, copyright, trade secret or other proprietary right;
- D. Software and any Software Updates, Software Maintenance, Software Patch/Fix, and Software Upgrades provided under this PO will not contain viruses, malware, spyware, key logger, back door or other covert communications, or any computer code intentionally designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the computer program, or any other associated software, firmware, hardware, or computer system, (including local area or wide-area networks), in a manner not intended by its creator(s); and
- E. Software provided under this PO does not and will not contain any computer code that would disable the Software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanism (sometimes referred to as "time bombs", "time locks", or "drop dead" devices) or that would permit Vendor to access the Software to cause such disablement or impairment (sometimes referred to as "trap door" devices").

#### **7. INFORMATION TECHNOLOGY REQUIREMENTS AND STANDARDS:**

Vendor represents and warrants that it shall comply with all technology, security, accessibility, warranty, maintenance, confidentiality, testing and other standards, policies and procedures of TXDPS and the State of Texas that are applicable to Vendor in its performance of this PO as such standards, policies, and procedures are amended by TXDPS or the State throughout the term of this PO, including any renewal or optional periods. The Information Resource Manager designated by TXDPS shall assist Vendor in reviewing these standards, policies and procedures and identifying those that are applicable to Vendor in its performance of this PO. Vendor shall comply with TXDPS standards and requirements wherever they are applicable to this PO. TXDPS shall have the sole right to waive specific requirements if, in its sole judgment doing so would mitigate costs or risks or significantly improve the installed and configured solution. If required, additional requirements are included as Attachments A and B to this PR.

- A. **Cyber Security Contract Requirements Exhibit**, if required, this information is provided as Attachment A
- B. **IT Standards and Requirements Exhibit**, if required, this information is provided as Attachment B

#### **8. TEXAS PUBLIC INFORMATION ACT:**

The Confidentiality Clause included in Vendor's DIR Contract [generally located in Section 8 of Appendix A, DIR Standard Terms and Conditions for TXMAS Contracts] [generally located in Section 9) of Appendix A, DIR Standard Terms and Conditions for ICT Product and Related Services Contracts], is modified to include the following sentence. Vendor shall make any information created or exchanged with the state pursuant to this PO, and not otherwise exempted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. **TXDPS requires such information to be available in latest version of Adobe Acrobat®; Microsoft Word®; Microsoft Excel®; or, hard copy (paper) format.**

#### **9. IMMIGRATION:**

Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

#### **10. VENDOR AFFIRMATIONS TO TXDPS:**

Signing a response to this PR with a false statement or otherwise providing TXDPS with a false statement is a material breach of contract and shall void this PO, and Vendor shall be removed from all bid lists. During the term of this PO, Vendor shall, for itself and on behalf of its subcontractors, promptly disclose to TXDPS all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties. By signature hereon affixed, Vendor hereby certifies that:

- A. **No Gratuities.** Vendor represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this PO.

- B. Child Support Representation and Certification. Under the Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) 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 (25%) percent is not eligible to receive payments from State funds under a PO to provide property, materials or services. Government entities and any business entity including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Section 231.006.:

Check ONE:

- \_\_\_\_\_ Vendor DOES NOT have a sole proprietor, majority shareholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Section 231.006.
- \_\_\_\_\_ Vendor DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Section 231.006.

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

Under Texas Family Code § 231.006, (relating to child support) Vendor, by accepting this PO, certifies that it is not ineligible to receive payments under this PO and acknowledges that this PO may be terminated and payment may be withheld if this certification is inaccurate.

- C. Certification Concerning Financial Participation. Under §2155.004, Gov't Code, Vendor certifies that it is not ineligible to receive this PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for this PO. Vendor certifies that it has not received compensation for participation in the preparation of the specifications for this PO.
- D. Debts and Delinquencies. Under §2252.903, Gov't Code, Vendor agrees that any payments due under this PO shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Vendor shall comply with rules adopted by the state under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- E. Contracting with Executive Head of State Agency. Pursuant to §669.003, Gov't Code, TXDPS may not issue a PO to a person who employs a current or former executive head of any state agency until four years has passed since that person was the executive head of the state agency. By submitting a Response to this Price Request, Vendor certifies that it does not employ any person who was the executive head of any state agency in the past four years. If Vendor has a disclosure to make regarding the prohibition in Section 669.003 or otherwise employs a current or former Executive Head of a State Agency, Vendor shall complete the following information in order for the Response to be evaluated:

Name of Former Executive:

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Name of State Agency:

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Date of Separation from State Agency:

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Position with Vendor:

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Date of Employment with Vendor:

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- F. Buy Texas. In accordance with §2155.4441, Gov't Code, Vendor agrees that during the performance of this PO it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

- G. Termination for Listing on Federal Excluded Party List, the Terrorism List (Executive Order 13224) or on the State of Texas Debarred Vendor List: TXDPS shall have the absolute right to terminate this PO without recourse as follows:
- i. If Vendor becomes listed on the prohibited Vendors list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control; or
  - ii. If Vendor becomes suspended or debarred from doing business with the federal government as listed in the Systems for Award Management (SAM) maintained by the General Services Administration; or
  - iii. If Vendor becomes listed on the State of Texas debarred Vendor List, TXDPS will provide Vendor with written notice to terminate this PO which termination will become effective immediately upon Vendor's receipt of the notice.
- H. Certification Concerning Hurricane Relief. A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

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

Under Texas Government Code, Section 2155.006, Vendor certifies that the individual or business entity named in this Bid or this PO is not ineligible to receive this PO and acknowledges that this PO may be terminated and payment withheld if this certification is inaccurate.

- I. Texas Government Code Chapter 556. Vendor represents and warrants that payment to Vendor and Vendor's receipt of appropriated or other funds under this PO are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- J. Conflict of Interest. Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of state officers and employees who interact with public purchasers in the conduct of state business.

Specifically, a TXDPS employee may not have an interest in, or in any manner be connected with a contract or offer for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state shall be mindful of these restrictions when interacting with public purchasers of TXDPS or purchasers of other state agencies.

The Vendor shall comply with the Conflict of Interest provisions and disclosure requirements as listed in the Texas Contract Management Guide found at: <https://www.comptroller.texas.gov/purchasing/docs/contract-management-guide.pdf> (pages 23-35).

- K. No Collusion: Antitrust. (1) Vendor represents and certifies that its employees, agents, and representatives have not and will not discuss or disclose the terms of its Bid and its submission or Bid thereto with any third party other than the persons or entities, which Vendor engaged to assist it with respect to such Bid or submission. (2) Neither Vendor nor the firm, corporation, partnership or institution represented by Vendor or anyone acting for such firm, corporations, or institution has a) violated the antitrust laws of the State of Texas under Business Commerce Code, Chapter 15, or the federal antitrust laws; or b) communicated the contents of its Bid either directly or indirectly to any competitor or any other person engaged in such line of business during the procurement process for this Pricing Request.

- L. By signature hereon, and by checking or initialing either Subsection (A) or Subsection (B), as applicable, Vendor represents and warrants the following:

1) ☐ Vendor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Vendor or any of the individuals or entities included in the DIR Master Contract as, Independent Contractor, of this PO that would or could impair Vendor's performance under this PO, related to the subject matter of this PO, or otherwise be relevant to the agency's consideration of Vendor's Bid. Vendor represents and warrants that it is not aware of any such court or governmental agency actions, proceedings or investigations, etc. against Vendor or any of these individuals or entities within the five (5) calendar years immediately preceding the submission of Vendor's Response to this Pricing Request. In addition, Vendor represents and warrants that it shall notify TXDPS in writing within five (5) business days of any changes to the representations or warranties in this Subsection (A) and understands that failure to so timely update TXDPS shall constitute breach of contract and may result in immediate termination of this PO.

2) ☐ Vendor is unable to make the representation and warranty in Subsection (A) above and instead represents and warrants that it has included as a detailed attachment in its Pricing Request Response, which expressly references this

Subsection (B), a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc., and specifically addresses whether any of such past, pending or threatened actions, proceedings or investigations, etc., would or could (1) impair Vendor's performance under this PO; (2) relate to the solicited or similar goods or services of this PO; or (3) be otherwise relevant to TXDPS' consideration of Vendor's Pricing Request Response. In addition, Vendor represents and warrants that it shall notify TXDPS in writing within five (5) business days of any changes to the representations or warranties in this Subsection (B) or attachments in the Pricing Request Response to Subsection (B) and understands that failure to so timely update TXDPS shall constitute breach of contract and may result in immediate termination of the PO.

- M. Computer Equipment and Computer Recycling Program. If Vendor is submitting a Response to a Pricing Request for the purchase or lease of computer equipment, then Vendor certifies its compliance with Subchapter Y, Chapter 361, Health and Safety Code and the Texas Commission on Environmental Quality rules, 30 TAC Chapter 328.
- N. Franchise Tax Representation; Taxes. In submitting a Response to this PR, Vendor certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. Vendor has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon. Vendor has no knowledge of any tax defiance which has been or might be asserted against it and which would materially and adversely affect Vendor's ability to perform its obligations under this PO.
- O. Organization and Qualification. If Vendor operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.
- P. Deceptive Trade Practices; Unfair Business Practices. Vendor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Vendor has not been found to be liable for such practices in such proceedings. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that those any such officers have not been found to be liable for such practices in such proceedings.
- Q. Relationships. Vendor represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exist between Vendor and an employee of TXDPS, and Vendor has not been an employee of TXDPS within the immediate twelve (12) months prior to Vendor's PR response.
- R. OSHA. Vendor represents and warrants that all performances under this PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law and its regulations in effect or proposed as of the effective date of this PO.
- S. EEOC; Non-Discrimination. Vendor represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action. Vendor agrees that no person will, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this PO. Vendor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor." Vendor has also reviewed the non-discrimination clauses of this PO and represents and warrants that it is in compliance and shall be in compliance under this PO.
- T. Americans with Disabilities Act (ADA). Vendor represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA).
- U. Agreement to Terms. Vendor represents and warrants that it has read and agrees to all terms and conditions of this PR, unless Vendor specifically takes an exception and offers an alternative provision in Vendor's Response as provided in this Section 12.U. Inclusion of such conflicting terms may result in disqualification of the Response in TXDPS' sole discretion.
- V. Certification. By signature on this PR Response, Vendor represents and warrants that the individual signing this document and the documents made part of the submitted Response is authorized to sign such documents on behalf of the company and to bind company under any PO which may result from the submission of this Response. By signing hereon, Vendor represents and warrants that all statements and information prepared and submitted in its PR Response are current, complete and accurate. By signing hereon, the Vendor affirms that the award of a PO between the Vendor and TXDPS will not create a conflict of interest or cause an appearance of a conflict of interest. In its response, Vendor must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Vendor's (and any proposed subcontractors) submission of a response and possible PO award. A description of some conflicts of interest may be found in Section 12.J above, but this list should not be considered exhaustive or limiting. If the circumstances certified by Vendor change or additional information is obtained subsequent to submission of response, by submitting a response, Vendor agrees that it is under a continuing duty to supplement its response under this provision, and Vendor shall submit updated information as soon as reasonably possible upon learning of any change to Vendor's Affirmations.



## **11. REQUIRED SENATE BILL 20 AND HB 1295 CLAUSES:**

### **A. Disclosure of Restricted Employment**

Under Tex. Gov't Code § 572.069, Vendor certifies that it has not employed and will not employ a former Department employee or state officer who participated in a procurement or contract negotiation for the Department involving the Vendor before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

### **B. Notice Under Government Code 2261.252**

Pursuant to Government Code 2261.252 TXDPS may not enter into a contract for the purchase of goods or services with a private vendor if members of the Public Safety Commission or certain positions within the agency including the Executive Director, the General Counsel or the Procurement Director or their covered family members have a financial interest in the vendor. Any contract found to violate Government Code 2261.252 is void.

### **C. Disclosure of Interested Parties**

If TXDPS determines that Texas Government Code § 2252.908 may apply to any contract awarded as a result of this solicitation, TXDPS will advise Vendor of its obligation to disclose interested parties to the Texas Ethics Commission (TEC) and TXDPS as specified in the statute.

To execute a contract with TXDPS, Vendor must submit the required disclosures to TEC by completing TEC Form 1295, Certificate of Interested Parties. Even if Vendor has no interested parties to disclose, Vendor must still complete the TEC Form 1295 process to affirmatively declare that it has no interested parties.

TEC Form 1295 is an online form available at TEC's website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

Upon completion, Vendor must submit the form online to TEC and then print the completed form that includes the Certificate Number automatically assigned by TEC. Vendor's authorized agent must sign the printed form, have the form notarized, and submit the form to TXDPS. The address for submission will be provided to the potential awardee(s).

For further information, see Texas Government Code § 2252.908 and 1 Texas Administrative Code Ch. 46 as well as TEC's website.

If Vendor does not timely submit a completed, signed, and notarized TEC Form 1295 to TXDPS, TXDPS is prohibited by law from executing a contract to Vendor, even if Vendor is otherwise eligible for award. TXDPS may award the contract to the next successful potential awardee, who will then be subject to this procedure.

## **12. CONTRACTS WITH COMPANIES WHO BOYCOTT ISRAEL PROHIBITED**

Under Tex. Gov't. Code § 2270.002, DPS may not enter into a contract with a company (as defined by Tex. Gov't Code § 808.001) that boycotts Israel. By responding to this solicitation, Vendor (if defined as a company under Tex. Gov't Code § 808.001) certifies that it does not boycott Israel and will not boycott Israel during the term of any contract resulting from this solicitation.

## **13. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED**

Under Tex. Gov't. Code § 2252.152, DPS may not enter into a contract with a company (as defined by Tex. Gov't Code § 806.001) that is identified on a list prepared and maintained by the comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153. By responding to this solicitation, Vendor (if defined as a company under Tex. Gov't Code § 806.001) certifies that it is not identified on a list prepared and maintained by the comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153.

## **14. THIRD-PARTY CUSTODIANS OF STATE RECORDS:**

As required by 13 Tex. Admin. Code § 6.94(a)(9), DPS must require a third-party custodian of state records to provide DPS with descriptions of its business continuity and disaster recovery plans regarding how the custodian will protect DPS's vital state records. In its response, Respondent must submit descriptions of its business continuity and disaster recovery plans regarding how it will protect DPS's vital state records throughout the life of any Contract and for any record retention period required beyond the life of the Contract. If DPS awards a contract under this solicitation, Contractor must again submit these descriptions no later than ten days after contract award and annually until the required retention period ends (even if this is after the Contract expires or is terminated).