

AGENDA  
GILLESPIE COUNTY COMMISSIONERS COURT  
REGULAR MEETING  
MONDAY, APRIL 28, 2025  
GILLESPIE COUNTY COURTHOUSE  
FREDERICKSBURG, TEXAS  
9:00 O'CLOCK A.M.

Invocation and Pledge of Allegiance.

1. Call meeting to order.
2. Consent Agenda - routine business items that the Court will act upon collectively in single motion, unless an item is requested to be removed from the Consent Agenda by any member of the Commissioners Court, in which case the removed item will be considered, discussed, and acted upon separately as a regular agenda item.
  - a. Consider approval of Bills & Claims and payments via electronic fund transfers.
  - b. Consider approval of Journal Entries & Budget Amendments (Line-Item Transfers).
  - c. Consider approval of payroll claims & related expenses.
  - d. Consider approval of Departmental Reports.
  - e. Consider approval of Fees of Office.
3. Proclamation: Mental Health Awareness Month
4. Approve job descriptions and/or posting for positions in the following offices:
  - a. Tax Assessor-Collector
  - b. District Clerk
5. Consider approval of promotions, transfers, payroll changes, and/or hiring for positions in:
  - a. Information Technology
  - b. Justice of the Peace, Precinct 2
  - c. Road and Bridge, Precinct 1
  - d. Sheriff's Office

*All items in this packet are working drafts and contingent upon Commissioners Court approval.*

e. Auditor's Office

6. Consider approval of County Clerk minutes for Commissioners Court meetings.
7. Consider and approve distribution of 2025 Hotel Occupancy Tax funds.
8. Consider approval of Airport Development Agreement related to a proposed ground lease and private hangar construction project at the County Airport, and authorization for execution of documents.
9. Consider approval of delayed travel expense report from County AgriLife personnel due to Crabapple fire response.
10. Consider appointment of person to fill vacancy on the Library Advisory Board.
11. Consider approval to become a host agency for the AARP Foundation Senior Community Service Employment Program.
12. Consider approval of accepting items purchased and donated to County by Friends of Pioneer Memorial Library.
13. Consider approval of declaring, obsolete, damaged, and unusable books and other items as salvage for recycling or donation to the Friends of Pioneer Memorial Library.
14. Consider approval of proposed changes to County Library regular hours of operation.
15. Consider approval of extending library hours on Friday, May 2<sup>nd</sup>, until 5:00 p.m. to accommodate a Founder's Day event.
16. Consider approval of County Library closure on Saturday, October 4th, 2025 due to Oktoberfest 2025.
17. Consider approval of Texas Association of Counties (TAC) Health and Employee Benefits Pool Billing & Payment Policies.

18. Consider approval of variances from the County's Subdivision Regulations concerning the Replat of Lots 645 and 646 in Boot Ranch Subdivision Phase 2, Precinct 4, as requested by Boot Ranch Holdings as follows:
  - a. Allowance of 50 ft ROW width (60 ft required)
  - b. Allowance of 20 ft paved width with 2 ft base shoulders (20 ft paved width with 3 ft base shoulders required)
  - c. Allowance of 50 ft ROW at the cul-de-sac (65 ft required)
  - d. Allowance of 40 ft paved width at the cul-de-sac (50 ft required)
19. Consider approval of replat application for Lots 645 and 646 in Boot Ranch Subdivision Phase 2, Precinct 4.
20. Consider approval of amending plat application for Lot 307 in Boot Ranch Subdivision Phase 1, Precinct 4.
21. Consider approval of donation to County from ServiceDog.org of a K-9 animal for use by the Crisis Intervention Team (CIT) in the Sheriff's Office.
22. Consider transfer of Court Administrator positions from Commissioners Court department to the District Clerk's Office, and approval of salary budget transfers related to same.
23. Consider approval of revisions to the Gillespie County Procurement Card Policies and Procedures.
24. Consider and take appropriate action regarding the County's final buyout of any remaining UniFirst uniforms.
25. Consider approval of Eide Bailly Examination and Analysis report related to the routine exit audit for the District Clerk's office.
26. Consider approval of revised interlocal agreement with the Texas Department of Public Safety (DPS) related to the Failure to Appear (FTA) Program.

27. Consider approval of revised Texas Statewide Automated Victim Notification Service (SAVNS) participating agency agreement in partnership with the Office of the Attorney General (OAG).
28. Consider and approved payment of invoice from Cutler-Smith, PC, for outside legal counsel services provided to the County Airport.
29. Consider approval of purchase and payment of Nueces Power Equipment invoice for rental of equipment, including related expenses, not to exceed \$20,000.



FIRST ADDENDUM TO  
NOTICE OF MEETING  
COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS

Notice is hereby given that a Regular Meeting of the Gillespie County Commissioners Court will be held on Monday, the 28<sup>th</sup> day of April, 2025, at 9:00 a.m. in the Gillespie County Courthouse, Fredericksburg, Texas, at which time the following subjects will be discussed, considered, passed or adopted, to-wit:

THIS IS AN ADDENDUM to add the following additional item(s) to the previously posted agenda. **The items on this First Addendum will not be considered prior to 10:30 a.m.**

30. Consider approval of promotions, transfers, payroll changes, and/or hiring for positions in:
- f. Tax Assessor-Collector

If during the course of the meeting, any discussion of any item on the Agenda should be held in executive or closed session, the Commissioners Court will convene in such executive or closed session in accordance with the Open Meetings Act, Chapter 551, Texas Government Code.

Dated this the \_\_\_\_ day of April, 2025.

Commissioners Court  
Gillespie County, Texas

By \_\_\_\_\_  
Daniel Jones, County Judge

I, the undersigned, County Clerk, of Gillespie County Commissioners Court, do hereby certify that the above Notice of Meetings of the Gillespie County Commissioners Court is a true and correct copy of said Notice, and that I received and posted said Notice on the Courthouse Door and on the bulletin board at the Courthouse of Gillespie County, Texas, as a place readily accessible to the general public at all times on the \_\_\_\_ day of April, 2025, at \_\_\_\_\_.M., and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the \_\_\_\_ day of April, 2025.

\_\_\_\_\_  
Lindsey Brown, County Clerk  
Gillespie County, Texas

**Position/Title:** Deputy Clerk

**Department:** District Clerk

**Pay Grade:** 12

**FLSA Category:** Non-exempt position

**GENERAL DESCRIPTION:**

The District Clerk is the registrar, recorder and custodian of all documents that are part of criminal and civil actions in District Court. This position assists the District Clerk with managing the courts records. Duties include filing, recording documents, assisting the public, receiving/applying payments of fees and fines, scanning documents, assisting other office staff as well as assist the District Clerk in providing support to the District Judge, District Attorney, other attorneys, and court personnel.

**ESSENTIAL JOB DUTIES:**

Essential duties/functions, under the supervision of the District Clerk, may include but are not limited to the following:

- Process pending civil and criminal files.
- Receive, classify, and route incoming mail.
- Receive and apply payments of fees and fines.
- Answer the telephone (incoming and internal calls).
- Perform complex clerical assignments in the procession of legal instruments and other court records.
- Appear in the courtroom and perform other clerical duties necessary to the efficient operation of the Court.
- File original petitions, pleadings, motions, etc. processed at the counter and documents received through the mail.
- Enter in computer system information pertaining to litigants, pleadings, and charges for fees.
- Enter in computer system information pertaining to pleadings, briefs, and orders submitted to the court in both civil and criminal cases and file them in the appropriate case files.
- Prepare and issue subpoenas, writ of attachments, precepts, capiases, citations (whether by posting, publication, certified mail or sheriff/constable service).
- Deliver various legal documents to the Judge for approval and signature.
- File mark orders signed by the Judge and give proper notice to the attorneys and/or the parties by mail.
- Respond to telephone inquiries from the public, from attorneys and other interested parties regarding the District Judges' local rules.
- Process temporary restraining orders and protective orders.
- Assist with jury summons, jury excuses, and jury selection process.
- Make docket entries on civil and criminal cases as directed by the Judge.
- Retrieve disposed files on criminal and civil matters as needed by the Court.
- Locate information as requested relating to civil or criminal suits.
- Make copies of records as requested and charge parties accordingly.
- Administer oaths to defendants for guilty pleas and take their thumbprint on the Judgments.
- Assist the public with passport applications.
- Assist the public with research of Naturalization and Immigration records.
- Perform general clerical functions and assist other office personnel as may be assigned or required.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

The ideal candidate will have the ability to:

- Maintain confidentiality of records as required by law.
- Communicate effectively, both orally and in writing.
- Use computers and other office equipment efficiently.

- Perform assigned duties without continual supervision and to make sound, independent judgments.
- Manage multiple and changing priorities as may be necessary.
- Establish and maintain effective working relationships as necessitated by work assignments.
- Effectively deal with the public in a professional and positive manner consistent with the requirements of being a public servant.
- Function under extreme pressure with a demand for speed and accuracy and meet frequent deadlines.

#### **EDUCATION AND EXPERIENCE:**

- High School Diploma or equivalent.
- One to two years of clerical experience preferred.
- Must be at least 18 years of age and
- Must consent to and pass criminal background check.

#### **ENVIRONMENTAL WORKING CONDITIONS AND SCHEDULES:**

- County facilities, including vehicles, are smoke-free and alcohol-free working environments. The location of this position is the Gillespie County Courthouse which consists of a normal office environment with heat and air conditioning in a multi-person work area. Occasional work will be done in storage areas and other county facilities.
- The position requires daily and prolonged repetitive motor movements, such as but not limited to: computer data entry and use of office equipment (telephone, calculator, typewriter, fax, scanner, copier). The position also requires prolonged periods of sitting and standing. Daily placement of records within the filing system will require stooping/bending and moving/lifting/pulling storage files and boxes.

Normal work schedule is Monday through Friday, 8am-5pm with one hour lunch, 40 hours per week. Regular work attendance is required. Employees must arrive at work on time, prepared to perform assigned duties and work assigned schedule. Employees are required to record their work hours properly and to submit time records promptly to their supervisor. Unscheduled hours including holidays, and/or weekends may be required in the case of excessive workloads, unforeseen personnel shortfalls, or emergency situations.

#### **APPLICATION INFORMATION**

**No resume will be accepted in lieu of an application form.** Applications can be downloaded from the Gillespie County "Employment Opportunities" link at <https://www.gillespiecounty.org/>

Please Return your completed application to:

Email: [hr@gillespiecounty.org](mailto:hr@gillespiecounty.org)

In Person: Gillespie County Courthouse room 102-B

Mail: Gillespie County, 101 W. Main St., Mail Unit #11, Fredericksburg, TX 78624

*Gillespie County is an Equal Opportunity Employer. A background check will be required of finalist. New or rehired potential employees will be required to provide documentary proof of their eligibility for employment. Gillespie County is a public employer; therefore, all applications are public information.*

I have read and understand the essential duties / functions; skills and abilities; minimum requirements; and working conditions and schedules of this position.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Department:** Tax Assessor/Collector

**Position/Title:** Tax & Registration  
Technician

**Pay Grade:** 12

**Rate:** \$17.19 per hour

**Employment Status:** Non-Exempt

**GENERAL DESCRIPTION:**

The Tax and Registration Technician will be responsible for performing a variety of duties related to all phases of teller work. This will include proper receiving and handling of various types of payments; responding to customer phone and walk-in inquiries; and dealing with the public and county personnel in a professional and positive manner consistent with the requirements of being a public servant.

**ESSENTIAL JOB DUTIES:**

Essential duties/functions, under the supervision of the Tax Assessor-Collector may include, but are not limited to the following:

- Receive and handle payments of various types, ensuring credit to the proper customer.
- Reconcile cash and transactions daily.
- Perform job with a continuously helpful, courteous, friendly attitude.
- Effectively communicate orally and in writing using the English language.
- Maintain proper amounts of currency and coin in till.
- Ensure that all negotiable and confidential records are properly secured.
- Answer routine telephone and personal inquiries concerning functions of the Tax Assessor- Collector Office.
- Perform general clerical functions and assist other office personnel as may be assigned or required.

Essential Job Duties are intended to be examples of duties and are not intended to be all inclusive. There will be other duties as assigned.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

The ideal candidate will have the ability to:

- Accurately count money and make proper change.
- Reconcile daily till.
- Establish and maintain effective working relationships as necessitated by work assignments.
- Communicate effectively both orally and in writing.
- Use computers and other office equipment efficiently.
- Maintain confidentiality of information/records as required by law.
- Understand and follow instructions (verbal, written, telephone).
- Function with a minimal amount of supervision, meet frequent deadlines, be detail oriented and able to multi-task.
- Function under extreme pressure with a demand for speed and accuracy.
- Attend training classes or conferences from time to time.

**EDUCATION AND EXPERIENCE:**

- *All items in this packet are working drafts and contingent upon Commissioners Court approval.*  
High School Diploma or equivalent.

- Must be at least 18 years of age.
- One to two years of clerical and computer experience preferred.
- Must consent to and pass criminal background check.
- Bilingual preferred

**ENVIRONMENTAL WORKING CONDITIONS AND SCHEDULES:**

County facilities, including vehicles, are smoke-free and alcohol-free working environments. The location of this position is the Gillespie County Courthouse which consists of a normal office environment with heat and air conditioning in a multi-person work area. Occasional work will be done in storage areas and other county facilities.

The position requires daily and prolonged repetitive motor movements, such as but not limited to: computer data entry and use of office equipment (telephone, calculator, typewriter, fax, scanner, copier). The position also requires prolonged periods of sitting and standing. Daily placement of records within the filing system will require stooping/bending and moving/lifting/pulling storage files and boxes.

Normal work schedule is Monday through Friday, eight (8) hours per day, 40 hours per week. Duty hours are generally 8:00 a.m. to 5:00 p.m. with an hour for lunch. Regular work attendance is essential. Employee must arrive to work on time, prepared to perform assigned duties and work assigned schedule. Employees are required to record their work hours properly and to submit time records promptly to their supervisor. Unscheduled hours including holidays, and/or weekends may be required in the case of excessive workloads, unforeseen personnel shortfalls, or emergency situations.

**APPLICATION INFORMATION:**

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Please return your completed application to:

Email to: [HR@gillespiecounty.org](mailto:HR@gillespiecounty.org)

In Person: Gillespie County Courthouse Room B-102

Mail: Gillespie County, 101 W. Main Street, Mail Unit #11, Fredericksburg, TX 78624

*Gillespie County is an Equal Opportunity Employer. A background check will be required of finalist. New or rehired potential employees will be required to provide documentary proof of their eligibility for employment. Gillespie County is a public employer; therefore, all applications are public information.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Private Hangar Development – Mulholland

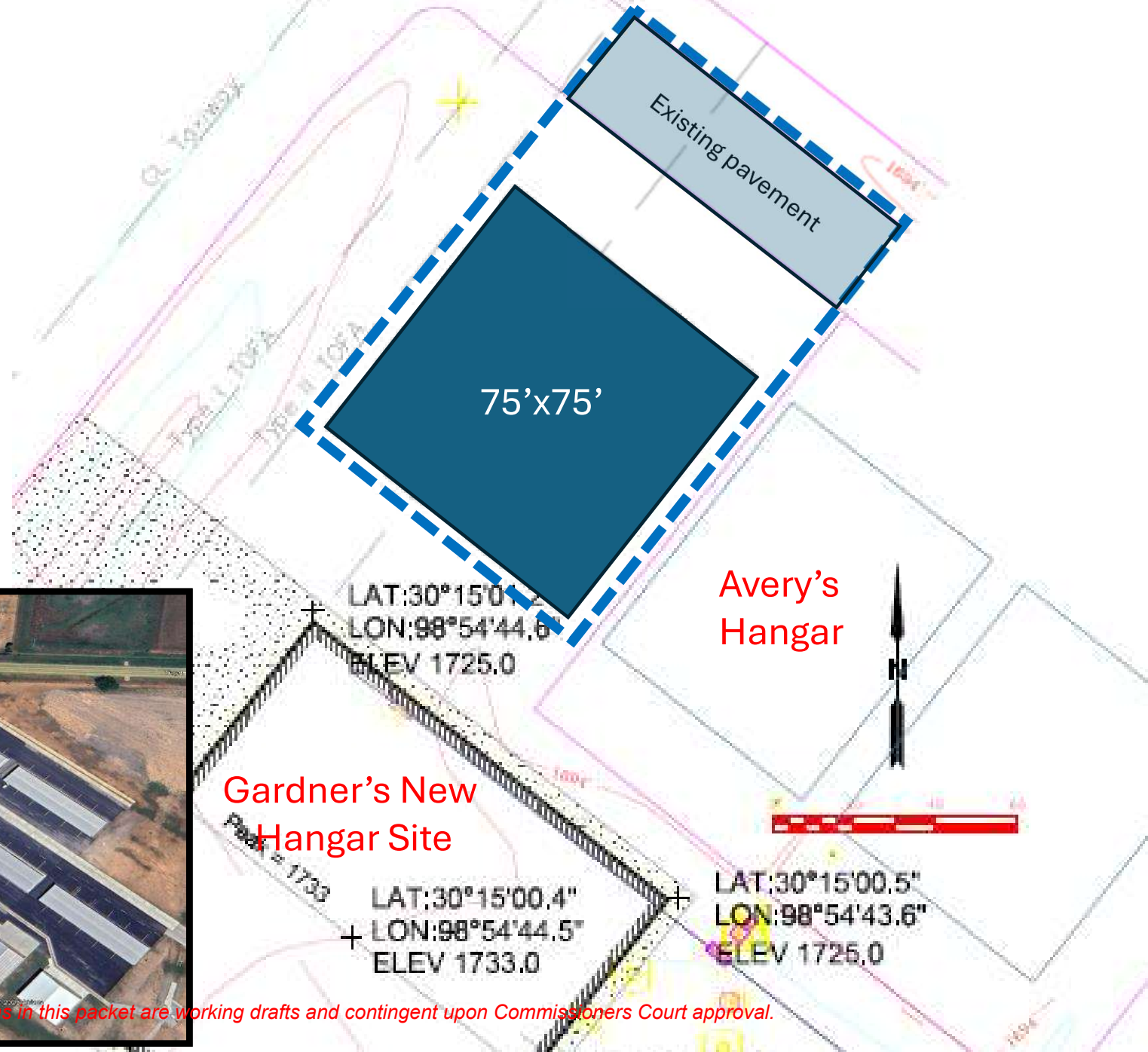


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# Mulholland's Proposed Site

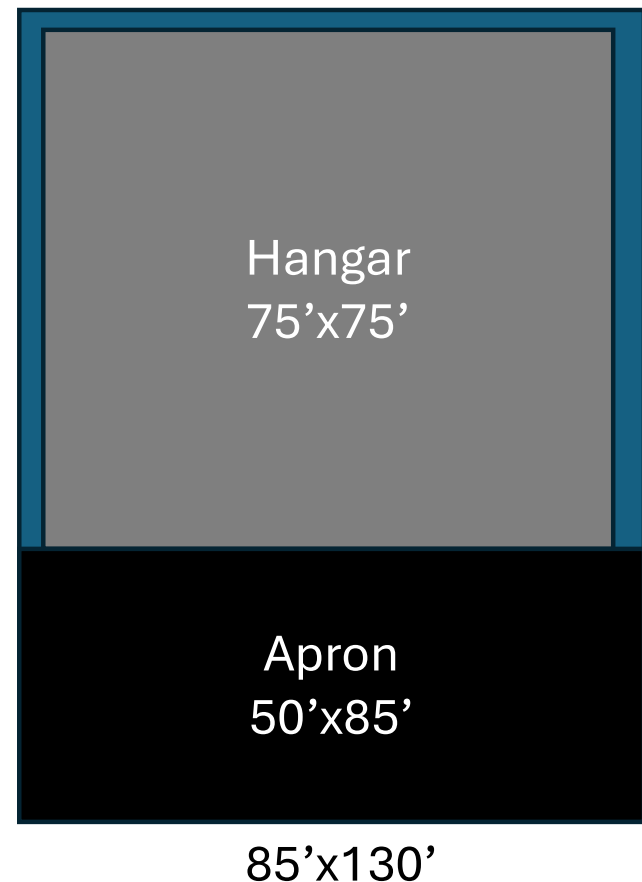
Lot size  
85'x130'  
11,050 sqft



*All items in this packet are working drafts and contingent upon Commissioners Court approval.*

# Proposed lease Info

- Under dev'l agreement (6mths)
  - Current FY24 annual rate (\$.24 per sqft)
  - Deposit (50% of normal lease for 6mths) (nonrefundable)
    - N1a
      - 11,050 sqft \*.24
      - **\$663 Deposit**
- Est. lease Payment
  - $(11,050\text{sqft} \times .24) / 12\text{months}$
  - **\$221.00 monthly**





The seal of Gillespie County, Illinois, is a circular emblem. It features a central sunburst with a circular center containing twelve dots. The sunburst is set against a grey background. The words "GILLESPIE COUNTY" are written in a semi-circle at the top, and "ILLINOIS" is written in a semi-circle at the bottom, both in white capital letters on a maroon background. A yellow banner with a gradient and a grey shadow runs horizontally across the center of the seal.

# Questions

*All items in this packet are working drafts and contingent upon Commissioners Court approval.*

**AIRCRAFT HANGER/FACILITY PROPOSAL  
FOR  
GILLESPIE COUNTY AIRPORT**  
Presented

Date: \_\_\_\_\_

Objective

Provide a “letter of Intent” for the construction of an aeronautical facility at Gillespie County Airport.

Purpose of the Facility:

The facility will be used for an  
*Other-explain:*

If the proposed facility is for an aeronautical service business, then add the following:

1. What products or services will the business offer:

Outline of Proposal

The general description of the location of the proposed site:

(a map with a sketch/drawing of the site is attached)

The proposed site is \_\_\_\_' x \_\_\_\_' (\_\_\_\_\_ square feet), and it will include (Note – this square footage will be used in the creation of the “Development Agreement”):

1. Hangar building of \_\_\_\_' x \_\_\_\_'
2. If applicable, a dedicated aircraft apron of 50' x \_\_\_\_\_'
3. In addition, the proposer agrees to lease a minimum of 5 feet on both sides and the back of the hangar.

4. Other requested land (i.e. parking area (IAW City requirements), driveway, additional aprons, etc.):
5. Other Considerations? *Will office space and/or work-shop facilities be constructed inside the hangar?* Clarify:
6. Infrastructure Consideration *Auto access, airside access and utilities (Minimum services provided in the hangar should include Electric, Water and Sanitary Sewer. Toilet(s) should be provided in the hangar (except for aircraft storage hangers). Explain:*

Terms of the proposed lease are as follows:

1. Term 30 years maximum, with option of renewal for an additional 10 year term on such conditions as may then be agreed upon by the parties.
2. Approximately \$\_\_\_\_\_ per sq. ft. of land area, per year, subject to annual Adjustment by Consumer Price Index.
3. The lease agreement shall consider all responsibilities for, and costs of, the contemplated improvements, and assign them as may be agreed by the parties to the agreement, including but not limited to the following items:
  - A. Once the tract has been identified, surveying work to establish boundaries and legal description is the responsibility of the Lessee.
  - B. Provision of utility services as may be necessary to serve the purposes of the improvements is the responsibility of the Lessee.
  - C. Site preparation to rough grade is the responsibility of the Lessee.
  - D. Detail specifications of buildings, which should be consistent with Airport Rules and Regulations and Airport Minimum Operating Standards are the responsibility of the Lessee.
4. Insurance for the risk of Gillespie County to be provided by the Developer/Lessee.
5. Taxes on improvements are for account of Lessee.
6. The lease and leasehold interests may be transferred or assigned only by approval of the Commissioners Court.

7. Upon termination of the lease by whatever reason, all improvements revert to ownership of Gillespie County.
8. Lessor and Lessee agree that the lease is non-exclusive, and that Lessor shall have the right to lease other portions of the airport for other similar operations.
9. Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Building site, except that which is expressly approved herein, without the express written consent of Lessor.
10. Even though subleasing is discouraged and requires Commissioners Court approval, if the Lessee pursues to sublease, the Lessee will be required to pay a percentage of the gross rent generated by the sublease agreement.
11. Lease agreement to be executed upon all parties' approval.

Once this "letter of Intent" is received, reviewed and recommended for approval to proceed by the Airport Advisory Board, the Developer and the County will enter into a Development Agreement, and this LOI will be attached to that Agreement.

Finally, in signing this "letter of Intent", the Developer has acknowledged he/she has reviewed the "Minimum Operating Standards" and "Rules and Regulations".



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Signature

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Date



## Available Tracts (Northeast area)



# AIRPORT DEVELOPMENT AGREEMENT

THE STATE of TEXAS,                    )  
  )       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY of GILLESPIE                 )

This Development Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the COUNTY OF GILLESPIE, TEXAS, hereinafter referred to as "Sponsor" who is the owner of the Gillespie County Airport, hereinafter referred to as "Airport" and Iain and Juliet Mulholland, hereinafter referred to as "Developer" who covenant and agree as follows:

Section 1. Purpose; Consideration.

- (a) This Agreement establishes the standards, guidance, and procedures to develop leasehold improvements at the Airport. This Development Agreement defines the terms and conditions applicable to the relationship between Sponsor and Developer during the period between acceptance, approval and full execution this Development Agreement and the final execution of a Lease Agreement between Sponsor and Developer. Upon final execution of a Lease Agreement, this Development Agreement shall be deemed to have been superseded and replaced, and shall have no further force or effect. This Development Agreement is not intended to allow Developer to modify, change or disturb the assigned Land, or to begin construction of any improvements upon the Land without the Sponsor's written approval, which approval may be granted or withheld in Sponsor's sole and absolute discretion.
- (b) The Sponsor owns the Airport, and Sponsor operates the Airport in accordance with rules and regulations promulgated by the Federal Aviation Administration. The Sponsor has prepared and published Minimum Operating Standards covering the development of land at the airport. Developer acknowledges receipt of a full and complete copy of the Minimum Operating Standards and further acknowledges that the Minimum Operating Standards are available for review and download on the Internet website maintained by Sponsor. Developer further acknowledges that the Minimum Operating Standards are subject to modification from time to time, and Developer agrees that it is obligated to comply with the Minimum Operating Standards as they may be

- revised from time to time.
- (c) The Developer agrees to follow the airport development process as set forth in the Minimum Operating Standards.
  - (d) Developer acknowledges that the airport is in and under the municipal jurisdiction of the City of Fredericksburg ("City"), Texas and, therefore the Developers are obligated to comply with the City's rules, regulations and procedures on preconstruction plan development.
  - (e) This Development Agreement regulates the relationship between the Developer and the Sponsor during the Airport Development Process until a Lease Agreement is signed, and is entered into by the parties in a good-faith reliance upon that purpose. This Development Agreement may not be used for the purpose of holding land for future development to the exclusion of other potential developers. If Sponsor at any time determines, in its sole and absolute discretion, that (1) the Developer has entered into this Development Agreement without a good-faith intention to develop the Land or (2) Developer no longer intends to develop the Land in accordance with its original stated purpose, the Sponsor shall have the option to terminate the agreement in accordance with Section 2, paragraph (b).

## Section 2. Term, Termination.

- (a) The Agreement shall be effective for a term of six (6) months from the date of final execution, with one (1) contingent renewal option for an additional (six) 6 months, provided Developer (1) has provided to the Airport Advisory Board a reasonably detailed report on Developer's progress acceptable to Sponsor in Sponsor's sole discretion and (2) has paid the non-refundable fee set forth in Paragraph 4, below, for the additional six (6) month period. Additional extensions may be granted or withheld in the sole and absolute discretion of Sponsor and shall require approval by the Gillespie County Commissioners Court.
- (b) At any point during the initial term and any extensions of this Agreement, the Developer may terminate this Agreement, without penalty, by providing to the Sponsor written notice of its intent to terminate. The Developer shall not be entitled to any refund of any payments previously made to the Sponsor. The Sponsor may terminate this Agreement if Sponsor determines that Developer has failed to adhere to the processes set forth in this Agreement or in the Minimum Operating Standards or if the Developer changes its intended use of the Land as set forth in Developer's initial request (Exhibit A). Sponsor may also terminate



this Agreement if Sponsor determines, in its sole and absolute discretion, that Developer's actions, behavior, intended use, or the appearance thereof may negatively impact the airport, the community or the Sponsor, as determined by Commissioners Court. Any such termination shall be effective immediately upon delivery of written Notice of Termination to Developer. In the event of any such termination, Developer shall not be entitled to any refund of payments previously provided to Sponsor.

### Section 3. Land

- (a) 11,050 square feet of land (0.25 acres), more or less, situated at the airport in Gillespie County Texas, such 24,700 square feet of land, hereinafter referred to as "Land" shall, subject to the terms and conditions set forth herein and during the term hereof be continually reserved for the use of Developer. If at the time of execution hereof the Land is not defined by a survey or plat, Sponsor and Developer agree to use the advertised lot size listed on the Gillespie County Airport Website. In such event, Developer and Sponsor shall adjust, as reasonably necessary, the dimensions and surface area of the Land, based upon future-developed site plans, drawings and surveys. A general representation of the Land, preliminary in nature and subject to revision as set forth above, is included in Exhibit A, attached to this Agreement. Until such time as a definitive and final Lease has been entered-into and fully-executed, Sponsor shall have the absolute right to make adjustments in the dimensions and size of the Land in accordance with the needs of Sponsor and of the Airport.

### Section 4. Payment

- (a) In consideration of Sponsor's execution of this Agreement, Developer agrees to pay to the Sponsor fifty percent (50%) of the ground lease rate for the term hereof ("Development Agreement Fee") to reserve the Land until (1) an official Lease is fully executed between Sponsor and Developer, the Development Agreement is extended as set forth herein or (3) this Agreement is otherwise terminated. The ground lease rate for the designated Land is \$0.24 per square foot annually. The required Development Agreement Fee for the initial term hereof shall be \$663.00 (six hundred sixty-three dollars and no cents). The Development Agreement Fee is due within ten (10) business days of the date of execution this Development Agreement, and payment



of additional Development Agreement Fee applicable to any extension hereof shall be due within ten (10) days after execution and delivery of any extension hereof. The Development Agreement shall not be effective unless and until the initial Development Agreement Fee has been received by Sponsor. If the time for payment of the Development Agreement Fee for the initial term or any extension thereof has expired and payment has not been received in current money by Sponsor, this Agreement shall be deemed to have been terminated without notice and Developer shall have no further rights hereunder.

#### Section 5 Miscellaneous

- (a) Responsibility for maintenance of the Land shall remain the responsibility of Sponsor until a binding Lease Agreement has been fully executed.

#### Section 6. Contact information.

- (a) Sponsor's Representative:
  - a. Name: Tony Lombardi
  - b. Address: 101 W. Main Suite 9, Fredericksburg, TX 78624
  - c. Email: tlombardi@gillespiecounty.org
  - d. Phone: 830-990-5764
- (b) Developer:
  - a. Name: Iain and Juliet Mulholland
  - b. Address: REDACTED
  - c. Email: REDACTED
  - d. Phone: REDACTED

#### Section 7. Legal

- (a) This Development Agreement shall be governed by the laws of the State of Texas and construed thereunder, and venue of any action brought under this Agreement shall be in any court of competent jurisdiction sitting in Gillespie County, Texas.
- (b) If any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of the remainder of this Agreement and, to this end, the provisions of this Agreement are declared to be severable.
- (c) In the event of a dispute arising out of this Agreement, the prevailing party, as determined by the finder of fact, shall be entitled to an award of its reasonable and necessary attorneys' fees and costs of court.
- (d) The parties hereto waive the right to a trial by jury.

[THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Development Agreement is performable in Gillespie County, Texas.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

LESSOR:

COUNTY OF GILLESPIE, TEXAS

By: \_\_\_\_\_  
County Judge

LESSEE:

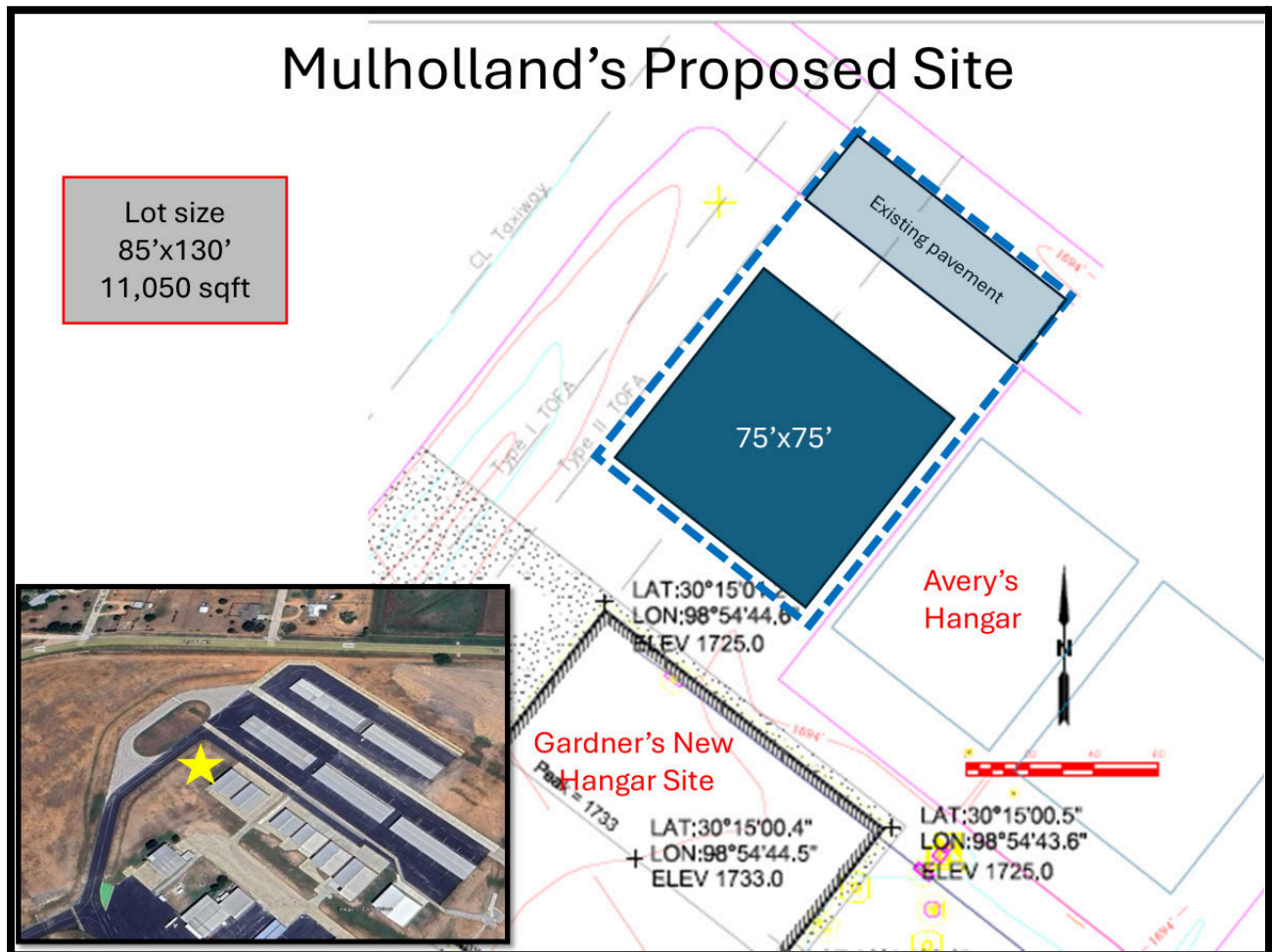
Iain and Juliet Mulholland

By:   
Iain Mulholland

By:   
Juliet Mulholland

EXHIBIT A

LAND DESCRIPTION





5564

# EMPLOYEE TRAVEL EXPENSES

## Expense Form #1

\* Need Court approval  
to pay due to  
circumstances  
Wednesday

Person Submitting Report: Brad Roeder	Department: Agrilife Extension
Address of traveler: 38 Business Ct	
Purpose of Travel: Houtson Livestock Show	Destination: Houtson
Departure Date: 03/02/2025	Departure Time: 1 pm
Return Date: 03/05/2025	Return Time: 11:30 pm

### MEALS AND LODGING EXPENSE SUMMARY

(attach receipts, excluding meal receipts)

Description of Expenditure	Month/Day Mar-02	Month/Day Mar-03	Month/Day Mar-04	Month/Day Mar-05	Month/Day	Month/Day	Month/Day	TOTALS
Breakfast-Per Diem		\$ 16.00	\$ 16.00	\$ 16.00				\$ 48.00
Lunch-Per Diem		\$ 19.00	\$ 19.00	\$ 19.00				\$ 57.00
Dinner-Per Diem	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00				\$ 112.00
Incidental-Per Diem		\$ 245.94	\$ 223.71					\$ 469.65
Lodging								\$ 0.00
Parking/Toll								\$ 0.00
Telephone								\$ 0.00
<b>TOTAL:</b>	\$ 28.00	\$ 308.94	\$ 286.71	\$ 63.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 686.65

NOTE: If meal was provided by the conference/seminar, please write "PROVIDED" in the space designated for that meal.

### TRAVEL, TRANSPORTATION AND OTHER EXPENSES (attach receipts)

Registrations	(Attach copy of registration form)	
Mileage	Number of miles: 486 @ \$ 0.700 rate per mile	\$ 340.20
Airline, Bus, Train		
Other (describe):		
<b>TOTAL:</b>		\$ 340.20

### TOTALS (ALLOWABLE COSTS)

Meals & Lodging Expenses Summary Total	\$ 686.65
Travel, Transportation and Other Expense Total	\$ 340.20
Less Prior Payments or Advance (enter as negative number) County Card	(\$ 469.65)
<b>Total Due Employee/(Due County)</b>	<b>\$ 557.20</b>

### CERTIFICATION

EMPLOYEE: "I certify that the Expenses as shown on this form are a true and correct statement of expenses incurred by me while traveling on official county business and I have not received reimbursement from any other source."

OFFICIAL, DEPARTMENT HEAD OR COMMISSIONERS COURT LIAISON: "I certify that the above-named employee received proper authorization for official county travel. I have examined the request reimbursement and approve the same for payment."

Signature of Employee

Signature of Official / Department Head / Commissioners Court Liaison

\* next travel was Monday  
3/10 @ 2P

RECEIVED

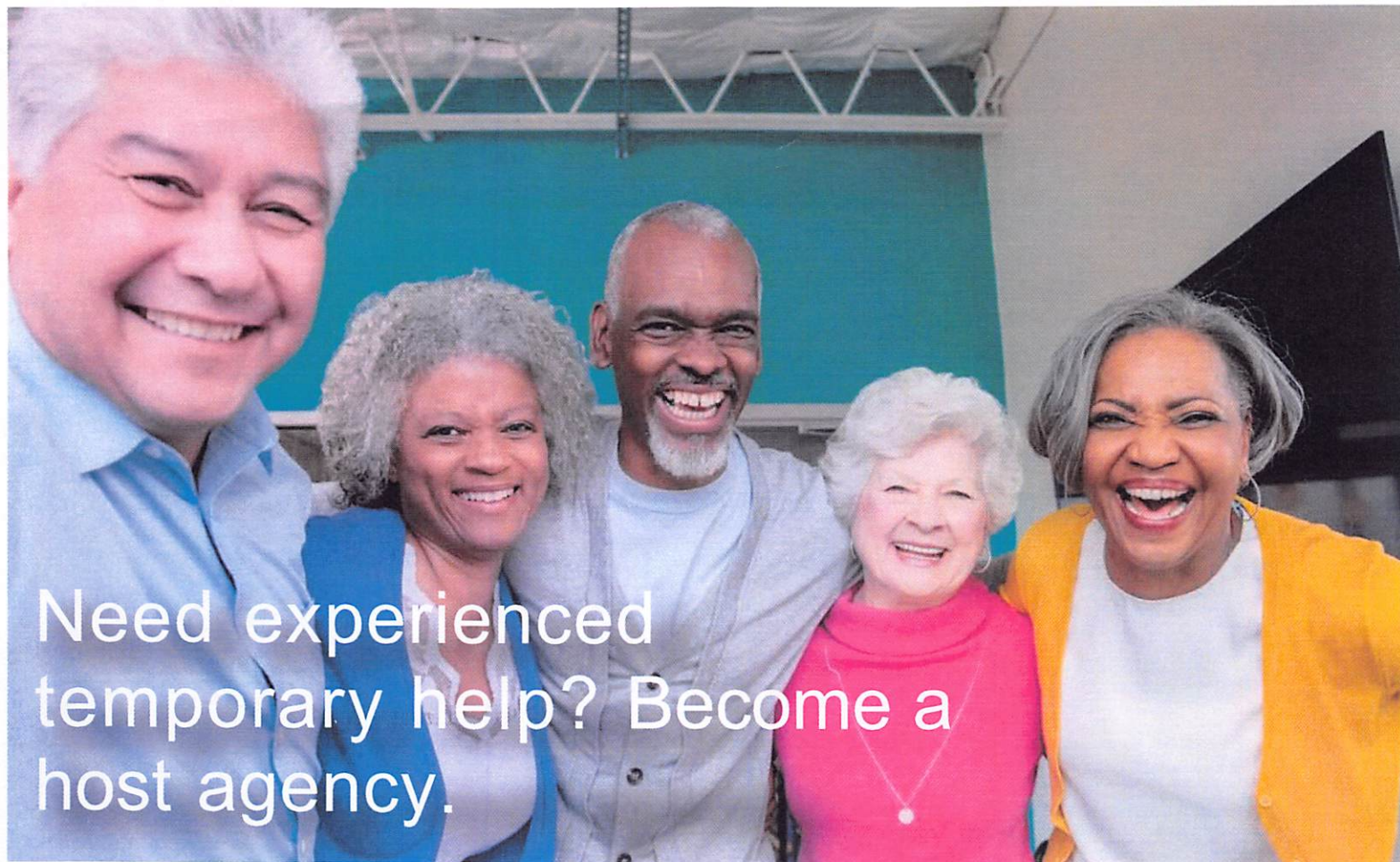
APR 07 2025

10.661.4902

Travel expense form #1 revised 1/8/2025

All items in this packet are working drafts and contingent upon Commissioners Court approval.





Need experienced temporary help? Become a host agency.

## AARP Foundation Senior Community Service Employment Program (SCSEP)

AARP Foundation Senior Community Service Employment Program works with government and nonprofit organizations as Host Agencies — with no cost and no risk to the organization — to help provide training, supervision, and additional work experience for those 55 and older.

AARP Foundation has successfully moved thousands of older adults into jobs — helping organizations meet their needs for temporary, qualified workers while providing older adults renewed opportunities for employment and a chance to continue contributing their skills and experience.

## Why Become a Host Agency?

### *No Guesswork and No Risk*

Host Agencies have a unique ability to provide on-site training and supervision for SCSEP participants assigned to your organization to help them rejoin the workforce. As an added benefit, you'll have the extra staff your agency needs to expand services, at no cost to you. It is truly a "Win-Win" opportunity.

### *Mature and Reliable Employees*

Everybody benefits from a multigenerational workforce, including you. Older workers are ideal candidates, bringing maturity, a strong work ethic, reliability, and strong interpersonal and communication skills.

Older employees can teach younger ones with their life experience while they gain inspiration from the energy and passion of younger employees.

## How We Work with You

You and your local AARP Foundation SCSEP representative will develop a position description for your temporary assignment. Our office has a large pool of program participants, and we will match pre-screened candidates with your needs.

## Host Agency Qualifications

Your organization must be either a 501c3 non-profit or public agency, have a need for additional help, and be interested in hosting one of our program participants.

Interested in Becoming a Host Agency?

*Contact your local SCSEP office to get started.*

**210.223.8900**

Learn more at [aarpfoundation.org/scsep](http://aarpfoundation.org/scsep).

**AARP Foundation**

For a future without senior poverty.

AARP Foundation's SCSEP program (CFDA 17.235) is funded with \$30,298,545 in grants with U.S. Department of Labor funds. This funding provides 90% of the support for SCSEP, with AARP Foundation matching 10%.

All items in this publication are working drafts and contingent upon Commissioners Court approval.

3-D Printer	\$200.00
Legos	377.82
Puppet Stage	365.00
Incubator	194.84
Puppets	222.78
Puppets	186.13
Legos	388.62
Books	123.56
Puppets	94.94
Lego table	150.00
Nintendo	373.45
Nintendo	146.00
Nintendo	224.24
3 Tables	165.49
Sandwich board	175.60
Book	<u>44.54</u>
\$3,433.01	



# FOUNDER'S DAY *at the Library*

**Pioneer Memorial Library** will be hosting events dedicated to **Fredericksburg's Founders Day** through the weekend of May 2nd & 3rd. Founder's Day programs are held in conjunction with the **Pioneer Museum**.



## FORGING A HOME IN THE HILL COUNTRY: THE NATURAL HISTORY, BLESSINGS, AND CHALLENGES OF THIS NEW LAND

**Presented by Dana Rowan**

Friday, May 2nd  
10:00am



## SYMBOLS OF CIVIC PRIDE AND SELF- GOVERNMENT: A BRIEF HISTORY OF GILLESPIE COUNTY COURTHOUSES

**Presented by David D. Schafer**

Friday, May 2nd  
3:00pm



## DIRECTOR'S MCDERMOTT BUILDING & LIBRARY TOUR

**Presented by Erika Caputo**

Saturday, May 3rd  
12:00pm

**FOR MORE FOUNDER'S DAY EVENTS, GO TO [PIONEERMUSEUM.ORG/FOUNDERS-DAY](http://PIONEERMUSEUM.ORG/FOUNDERS-DAY)**  
*All items in this packet are working drafts and contingent upon Commissioners Court approval.*

115 WEST MAIN ST. FBG TX 78624 | 830-997-6513 | [LIBRARY@GILLESPIECOUNTY.ORG](mailto:LIBRARY@GILLESPIECOUNTY.ORG)



## BILLING & PAYMENT POLICIES

### Payments

Groups are required to pay on time and as billed each month. The **Total Due** is the amount listed on each monthly invoice produced by TAC HEBP, representing the total amount of contributions due from the member group to pay for the cost of group health, prescription, dental, vision, life and disability employee benefit plans provided to the member group by TAC HEBP. Total Due is equal to the new charges for the current billing cycle plus any past due amount.

**Late Notices** – If payment is not received by TAC HEBP in a timely manner, the following steps will be taken:

- **45 Days** | A Late Notice email will be sent to the group with a phone call from TAC staff to check on the payment status.
- **60 Days** | A Late Notice email will be sent to the group with a phone call from TAC staff to check on the payment status. A **late fee of \$5.00 per employee per month** for the invoice month will also be assessed and applied to the amount due for that month.
- **90 Days** | If a group is more than 90 days past due at the time of renewal, coverages with TAC HEBP could be non-renewed until account is made current.
- TAC HEBP reserves the right to withhold any surplus distribution to assist in bringing a group's account balance current.

### Payment Options

**All invoices must be paid exactly as billed, regardless of the method of payment. The billing system is designed to self-adjust monthly.**

**Payment Via Check** – A group may pay the monthly invoice via check(s) sent to the TAC HEBP Lockbox. All check payments sent to the TAC HEBP Lockbox *must* be accompanied by a remittance page from the current invoice and should be sent to the lock box address. Pre-addressed envelopes are available upon request.

Please note that the Pool's outside vendor cannot determine how to apply payment if the remittance page is not sent in with the payment. Additionally, payment could be incorrectly applied or delayed in posting to your group's account if the remittance page is missing.

**Payment Via Electronic Payment** – A group may pay the monthly invoice via an electronic payment after the Electronic Payment Agreement is completed, signed and returned to TAC HEBP.

- Electronic payment instructions will be sent after a signed agreement is received by TAC HEBP.
- Electronic payments must be in the amount billed on the monthly invoice.

DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch-existing  
GCAD PROPERTY ID(s) 186320, 186321  
COMMISSIONER PRECINCT Precinct 4, Don D. Weinheimer

TOTAL TRACT SIZE 4.08 AVERAGE LOT SIZE 2.04  
TOTAL NUMBER OF LOTS 2 SMALLEST LOT SIZE 2.01

REQUESTOR

Name Cade Emerson Email cade@bootranch.com  
Company Boot Ranch Holdings Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☐ Final Plat ☒ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC  
☐ Other \_\_\_\_\_

REQUESTED VARIANCE

Code Section: Subdivision Regulations for Gillespie County, Texas dated 8-25-2003 Section 9.5.n.  
Requirement: \_\_\_\_\_  
Request: Allowance of 50 ft. radius cul-de-sac R.O.W.  
Justification: Maintain consistency with prior variances in the sub division.

\*attach exhibits/photos/evidence to this form as necessary  
\*financial hardship is not a permissible justification  
\*provide a separate form for each variance requested

Cade Emerson 3/17/2025  
Requestor Signature Date

DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch-existing  
GCAD PROPERTY ID(s) 186320, 186321  
COMMISSIONER PRECINCT Precinct 4 Don D. Weinheimer

TOTAL TRACT SIZE 4.08 AVERAGE LOT SIZE 2.04  
TOTAL NUMBER OF LOTS 2 SMALLEST LOT SIZE 2.01

REQUESTOR

Name Code Emerson Email code@bootranch.com  
Company Boot Ranch Holdings Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☐ Final Plat ☒ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC  
☐ Other \_\_\_\_\_

REQUESTED VARIANCE

Code Section: Subdivision Regulations for Gillespie County, Texas dated 8-25-2003 Section 65.n.  
Requirement: \_\_\_\_\_  
Request: Allowance of 40 ft. radius cul-de-sac pavement  
Justification: Maintain consistency with prior variances in the community.

\*attach exhibits/photos/evidence to this form as necessary  
\*financial hardship is not a permissible justification  
\*provide a separate form for each variance requested

Code Emerson 3/17/2025  
Requestor Signature Date



DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch-existing  
GCAD PROPERTY ID(s) 186320, 186321  
COMMISSIONER PRECINCT Precinct 4 Don D. Weinheimer

TOTAL TRACT SIZE 4.08 AVERAGE LOT SIZE 2.04  
TOTAL NUMBER OF LOTS 2 SMALLEST LOT SIZE 2.01

REQUESTOR

Name Code Emerson Email code@bootranch.com  
Company Boot Ranch Holdings Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☐ Final Plat ☒ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC  
☐ Other \_\_\_\_\_

REQUESTED VARIANCE

Code Section: Subdivision Regulations for Gillespie County, Texas dated 8-25-2003 Section 6.5, n.  
Requirement: \_\_\_\_\_  
Request: Allowance of 20ft. wide roadway pavement with 2 ft. shoulders, (residential lots)  
Justification: Maintain consistency with prior variances in the subdivision and the community.

\*attach exhibits/photos/evidence to this form as necessary  
\*financial hardship is not a permissible justification  
\*provide a separate form for each variance requested

 3/17/2025  
Requestor Signature Date

DOCUMENT F: REQUEST FOR VARIANCE

PROPOSED DEVELOPMENT NAME Boot Ranch-existing

GCAD PROPERTY ID(s) 186320, 186321

COMMISSIONER PRECINCT Precinct 4 Don D. Weinheimer

TOTAL TRACT SIZE 4.08 AVERAGE LOT SIZE 2.04

TOTAL NUMBER OF LOTS 2 SMALLEST LOT SIZE 2.01

REQUESTOR

Name Code Emerson Email code@bootranch.com

Company Boot Ranch Holdings Phone 830-990-7623

DOCUMENT TYPE

☐ Preliminary Plat ☐ Final Plat ☒ Re-Plat ☐ Amending Plat ☐ Construction Plans ☐ MHRC

☐ Other \_\_\_\_\_

REQUESTED VARIANCE

Code Section: Subdivision Regulations for Gillespie County, Texas dated 8-25-2003 <sup>Section 6.5.n.</sup>

Requirement: \_\_\_\_\_

Request: Allowance of 50 ft. wide private street R.O.W.

Justification: Maintain consistency with prior variances in the subdivision and the community.

\*attach exhibits/photos/evidence to this form as necessary

\*financial hardship is not a permissible justification

\*provide a separate form for each variance requested

C.E.  
Requestor Signature

3/17/2025  
Date



RIGHT-OF-WAY EASEMENT/UTILITY EASEMENT

GRANTED UNTO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., A TEXAS CORPORATION, WHOSE POST OFFICE ADDRESS IS FREDERICKSBURG, TEXAS, AND ITS SUCCESSORS OR ASSIGNS, AN EASEMENT, AS FOLLOWS:

GRANTORS HEREBY DEDICATE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THERETO, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, ALONG AND WITHIN TEN (10) FEET OF THE REAR, FRONT AND SIDE LINES OF ALL LOTS AND/OR TRACTS AND IN THE STREETS, ALLEYS, BOULEVARDS, LANES, AND ROADS OF THE SUBDIVISION, AND TEN (10) FEET ALONG THE OTHER BOUNDARIES OF ALL STREETS, BOULEVARDS, LANES, AND ROADS, WHERE PROPERTY LINES OF INDIVIDUAL LOTS AND/OR TRACTS ARE DEEDED TO THE CENTER LINE OF SAID AVENUES AND TWENTY (20) FEET ALONG THE ENTIRE PERIMETER OF SAID SUBDIVISION AND WITH THE AUTHORITY TO PLACE, CONSTRUCT, OPERATE, MAINTAIN, RELOCATE AND REPLACE THEREON AN ELECTRIC DISTRIBUTION LINE OR SYSTEM. THE EASEMENT RIGHTS HEREIN GRANTED INCLUDE THE PRIVILEGE OF ANCHORING ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREAS OF EACH LOT AND/OR TRACTS AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH AN AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL THE RIGHTS AND BENEFITS NECESSARY AND CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE RIGHT TO INGRESS TO, AND EGRESS FROM SAID RIGHT-OF-WAY AND EASEMENTS, AND THE RIGHT FROM TIME TO TIME TO CUT AND TRIM TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE OPERATION OF SAID UTILITY INSTALLATIONS. THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR REMOVAL OF ANY OR ALL LIMBS, DEBRIS, BRANCHES OR BRUSH THAT MUST BE CUT IN ORDER TO CLEAR THE RIGHT-OF-WAY FOR NEW CONSTRUCTION OR MAINTENANCE OF ANY LINES CONSTRUCTED ON THE PROPERTY.

STATE OF TEXAS  
COUNTY OF GILLESPIE

THE OWNERS OF THE LAND IDENTIFIED BY LOT NUMBERS RECORDED IN THE VOLUME AND PAGE NUMBERS SHOWN ON THIS PLAT AND WHOSE NAMES ARE SUBSCRIBED HERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM ACTUAL SURVEYS ON THE GROUND AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC UTILITY EASEMENTS SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND DEDICATES THE ROADWAYS SHOWN HEREON SERVING LOTS IN BOOT RANCH SUBDIVISION AS PRIVATE ROADS.

CECIL D. ANDREWS  
OWNER OF LOT 645 AND LOT 646

DONNA J. ANDREWS  
OWNER OF LOT 645 AND LOT 646

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CECIL D. ANDREWS AND DONNA J. ANDREWS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2025.

NOTARY PUBLIC  
STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF GILLESPIE

I, LINDSEY BROWN, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE,

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2025, AT \_\_\_\_\_, \_\_\_\_\_, IN THE RECORDS OF DEEDS

AND PLATS OF SAID COUNTY, IN BOOK VOLUME \_\_\_\_\_, ON PAGES \_\_\_\_\_, IN TESTIMONY WHEREOF,

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2025.

LINDSEY BROWN  
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

THIS PLAT, AFTER HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED AND FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS, AND WAS APPROVED FOR FILING IN THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS. TO CERTIFY WITH THE UNDERSIGNED, AS COUNTY JUDGE OF GILLESPIE COUNTY, TEXAS, HEREBY AFFIXES HIS HAND, ATTESTED BY THE SEAL OF THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, A.D.

BY  
DANIEL JONES  
COUNTY JUDGE, GILLESPIE COUNTY, TEXAS

BY  
LINDSEY BROWN  
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

OWNERS

LOT 645 AND LOT 646  
CECIL D. ANDREWS &  
DONNA J. ANDREWS

SURVEYOR

PFEIFFER LAND SURVEYING  
918 ADLER  
BOERNE, TX 78006  
PHONE: 830-249-3385

DEVELOPER

BOOT RANCH HOLDINGS, LLC.  
776 BOOT RANCH CIRCLE  
FREDERICKSBURG, TX 78642  
PHONE: 830-990-7623

KEYNOTES:

- ① 10' UTILITY EASEMENT PER PLAT  
② 30' BUILDING SETBACK LINE PER RESTRICTIONS

VARIANCES PER BOOT RANCH PHASE 2 SECTION 7 PLAT RECORDED IN VOLUME 6, PAGE 93, PLAT RECORDS:

- ALLOWANCE OF 50 FT RADIUS CUL-DE-SAC R.O.W.
- ALLOWANCE OF 40 FT RADIUS CUL-DE-SAC PAVEMENT.
- ALLOWANCE OF 20 FT WIDE ROADWAY PAVEMENT WITH 2 FT SHOULDERS, (RESIDENTIAL LOTS).
- ALLOWANCE OF 50 FT WIDE PRIVATE STREET R.O.W.

LEGEND

- FOUND 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP

REMAINDER OF  
2051.387 ACRE TRACT  
DOCUMENT NO. 20153665  
OFFICIAL PUBLIC RECORDS

NOTES:  
1) ADDRESS: 58 PADRE LANE

2) ADJOINING PROPERTY INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.

3) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, NAD 83.

4) NO IMPROVEMENTS OR UTILITIES ARE SHOWN HEREON.

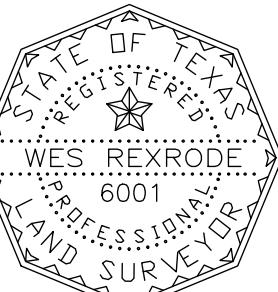
5) ALL BUILDING SETBACK LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, PLAT RESTRICTIONS, DEED RESTRICTIONS AND ZONING ORDINANCES, IF ANY, SHOULD BE CONFIRMED BY BOOT RANCH DEVELOPMENT OFFICE, THE HOME OWNERS ASSOCIATION, LANDOWNER AND/OR THE ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY PLANNING OR CONSTRUCTION.

SURVEYOR'S CERTIFICATE

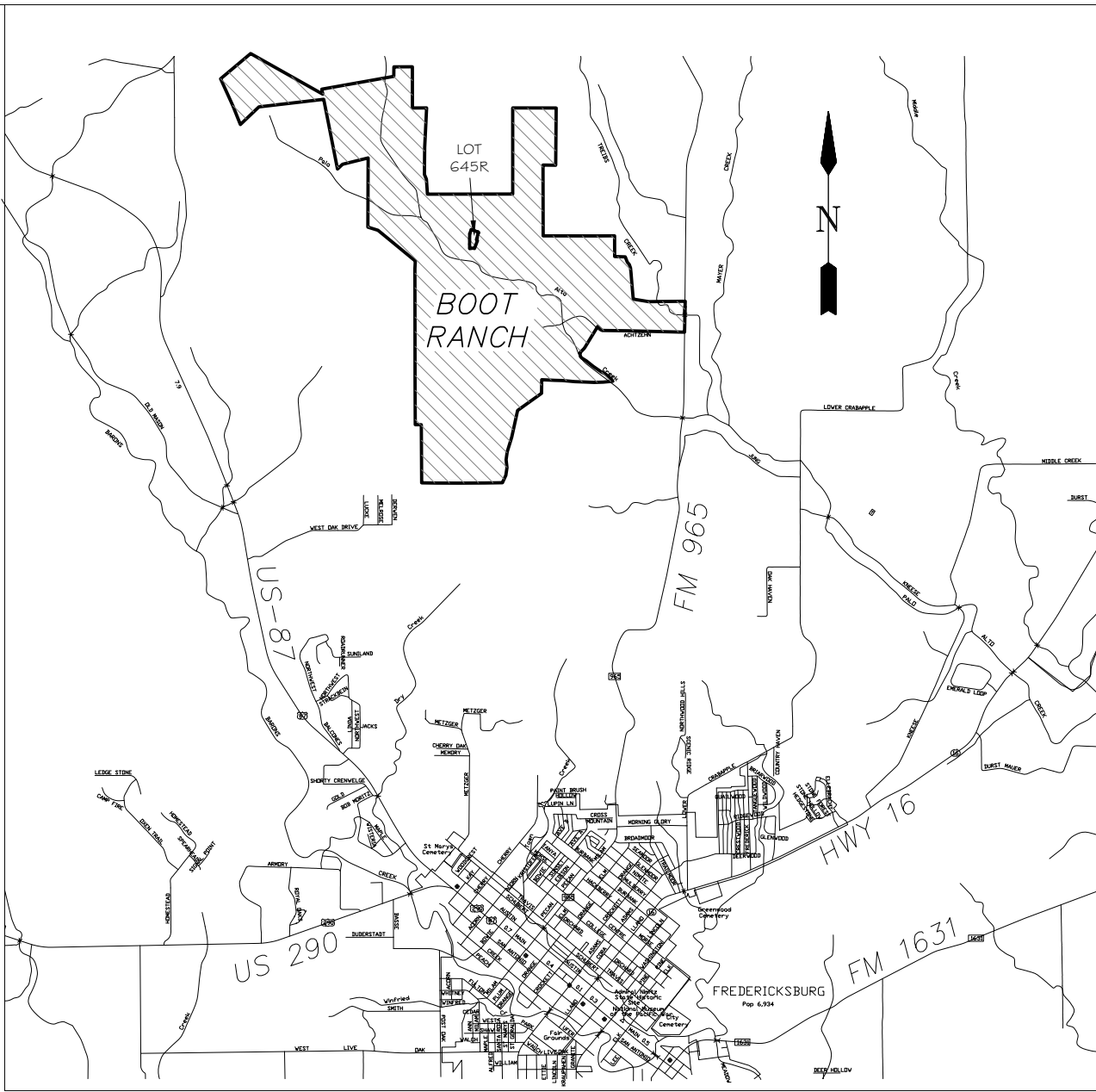
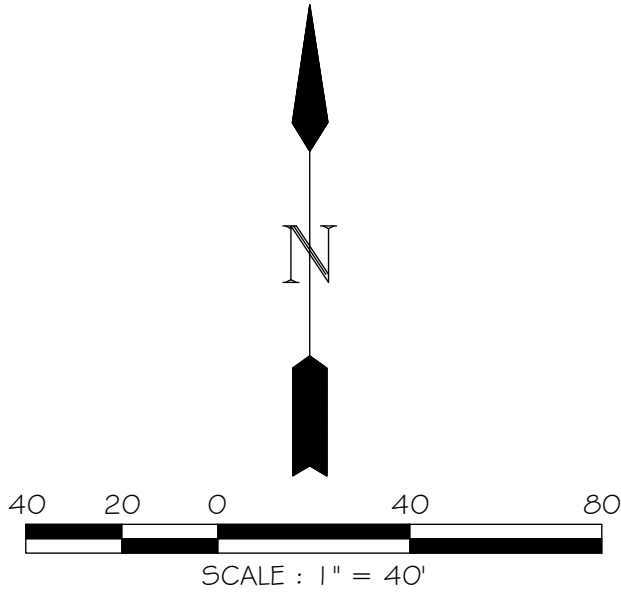
STATE OF TEXAS  
COUNTY OF GILLESPIE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY ON THE GROUND.

WES REXRODE - PFEIFFER LAND SURVEYING  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6001  
BOERNE, TX 78006 - PHONE NO. 830-249-3385



JOB NUMBER: 94-15  
DATE: FEBRUARY 28, 2025



LOCATION MAP

N.T.S.

GENERAL NOTES:

- ALL VEHICLES AND/OR PERSONNEL OF THE CITY OF FREDERICKSBURG PUBLIC WORKS DEPARTMENT AND GILLESPIE COUNTY, WHEN ON OFFICIAL BUSINESS, MAY USE THE PRIVATE STREETS OF BOOT RANCH, PHASE-1 FOR ANY PURPOSE, AT ANY TIME, WITHOUT LIABILITY, AND MAY REMOVE ANY AND ALL OBSTRUCTIONS, OF ANY TYPE, IN THE PRIVATE STREETS AND ASSESS THE COST OF THE REMOVAL TO THE OWNER OR OWNERS.
- THE MAINTENANCE OF ALL DRAINAGE EASEMENTS OF ANY NATURE WITHIN BOOT RANCH, PHASE-2 SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF GILLESPIE COUNTY.
- THE STREETS SHOWN ON THIS PLAT ARE PRIVATE STREETS AND ARE ALSO DESIGNATED AS DRAINAGE, ELECTRIC, GAS, TELEPHONE, CABLE T.V., WATER AND SANITARY SEWER EASEMENTS. SUCH AREAS SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC FOR SUCH EASEMENTS AND PRIVATE STREETS.
- BLOCKING THE FLOW OF WATER OR CONSTRUCTION OF IMPROVEMENTS IN DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE PROPERTY WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR THE CONTROL OF EROSION. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
- THE DEVELOPER DEDICATES THE WATER AND SANITARY SEWER MAINS UPON COMPLETION AND ACCEPTANCE BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG WILL OWN AND MAINTAIN SAID WATER AND SANITARY SEWER MAINS WHICH ARE LOCATED IN THIS PARTICULAR SUBDIVISION PLAT.
- FOR RESIDENTIAL LOTS, FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE ADJACENT FINISHED GRADE.
- DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.
- GILLESPIE COUNTY AND THE HILL COUNTRY UNDERGROUND WATER CONSERVATION DISTRICT MAKE NO REPRESENTATION OR GUARANTEE AS TO WATER QUALITY OR THAT A PRESENT OR FUTURE ADEQUATE WATER SUPPLY EXISTS.
- GILLESPIE COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; THE PROPERTY OWNERS IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS GILLESPIE COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.
- IN ADDITION TO THE UTILITY EASEMENT TO CENTRAL TEXAS ELECTRIC COOPERATIVE, THERE IS HEREBY DEDICATED A 10 FT. WIDE PUBLIC UTILITY EASEMENT ADJACENT TO ALL STREET RIGHTS-OF-WAY.
- WATER RIGHTS DEED FROM FRED ACHTZEHN TO THE CITY OF FREDERICKSBURG, RECORDED IN VOLUME 82 AT PAGE 166 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS.
- BOOT RANCH HOLDINGS, LLC, BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT GILLESPIE COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS IN THIS SUBDIVISION UNTIL AND UNLESS BOOT RANCH HOLDINGS, LLC AND/OR THE PROPERTY OWNERS IN THE SUBDIVISION HAVE IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY GILLESPIE COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE GILLESPIE COUNTY COMMISSIONERS COURT AND THE ROADWAY HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY AS A PUBLIC ROAD.
- BOOT RANCH HOLDINGS, LLC, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE OWNER, THE PROPERTY OWNERS IN THE SUBDIVISION, AND/OR THE HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS SHOWN ON THIS SUBDIVISION PLAT.
- RESTRICTIONS APPLY PER DOCUMENT NO. 20221226 AND DOCUMENT NO. 20242447, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS AND VOLUME 6, PAGE 93, PLAT RECORDS, GILLESPIE COUNTY, TEXAS AND SHOULD BE CONFIRMED BY THE BOOT RANCH DEVELOPMENT OFFICE, THE HOME OWNERS ASSOCIATION, LANDOWNER AND/OR THE ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY PLANNING OR CONSTRUCTION.
- ACREAGE, BEARINGS AND DISTANCES SHOWN HEREON WERE FOUND TO MATCH THOSE RECORDED IN VOLUME 6, PAGE 93, PLAT RECORDS, GILLESPIE COUNTY, TEXAS.
- THIS PLAT DOES NOT ALTER OR AMEND ANY EXISTING VARIANCES, EASEMENTS OR SETBACKS UNLESS OTHERWISE NOTED.
- THE PURPOSE OF THIS AMENDING PLAT IS TO COMBINE LOT 645 AND LOT 646 IN BOOT RANCH SUBDIVISION, PHASE 2, SECTION 7 CREATING LOT 645R BOOT RANCH SUBDIVISION, PHASE 2, SECTION 7.
- NO PORTION OF THIS LOT IS IN FLOOD ZONE "A" PER LOMR CASE NO. 13-06-0803P, EFFECTIVE DATE OF OCTOBER 31, 2013.
- DRILLING OR USE OF INDIVIDUAL WELLS IS PROHIBITED. ANY EXISTING WELLS NOT OWNED AND UTILIZED BY THE PUBLIC OR COMMUNITY WATER SYSTEM SHALL BE PLUGGED IN ACCORDANCE WITH THE APPLICABLE RULES AND REGULATIONS OF THE WATER WELL DRILLERS BOARD AND THE H.C.U.W.C.D.
- THERE SHALL BE NO RESERVE STRIPS (I.E. NEGATIVE EASEMENTS) BY PLAT, DEED OR OTHER INSTRUMENT CONTROLLING THE ACCESS TO ANY LAND DEDICATED OR INTENDED TO BE DEDICATED FOR PUBLIC USE.
- GILLESPIE COUNTY HAS A MINIMUM 20' BUILDING SETBACK LINE ON THE FRONT, SIDE AND REAR LOT LINES. A GREATER SETBACK MAY BE ENFORCED IN THE RESTRICTIVE COVENANTS OF BOOT RANCH SUBDIVISION AS WRITTEN BY THE ARCHITECTURAL REVIEW BOARD OR DEVELOPMENT OFFICE OF BOOT RANCH.

AN AMENDING PLAT OF  
LOT 645 AND LOT 646 BOOT  
RANCH PHASE 2 SUBDIVISION,  
SECTION 7 RECORDED IN  
VOLUME 6, PAGE 93, PLAT  
RECORDS, GILLESPIE COUNTY,  
TEXAS, CREATING LOT 645R  
BOOT RANCH PHASE 2  
SUBDIVISION, SECTION 7

FEBRUARY 2025

SHEET 1 OF 1

**PFEIFFER LAND SURVEYING**  
918 ADLER STREET  
BOERNE, TX 78006  
830-249-3385  
FIRM NO. 10193761



RIGHT-OF-WAY EASEMENT/UTILITY EASEMENT

GRANTED UNTO CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., A TEXAS CORPORATION, WHOSE POST OFFICE ADDRESS IS FREDERICKSBURG, TEXAS, AND ITS SUCCESSORS OR ASSIGNS, AN EASEMENT, AS FOLLOWS:

GRANTORS HEREBY DEDICATE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND ALL NECESSARY APPURTENANCES THERETO, WHETHER INSTALLED IN THE AIR, UPON THE SURFACE OR UNDERGROUND, ALONG AND WITHIN TEN (10) FEET OF THE REAR, FRONT AND SIDE LINES OF ALL LOTS AND/OR TRACTS AND IN THE STREETS, ALLEYS, BOULEVARDS, LANES, AND ROADS OF THE SUBDIVISION, AND TEN (10) FEET ALONG THE OTHER BOUNDARIES OF ALL STREETS, BOULEVARDS, LANES, AND ROADS, WHERE PROPERTY LINES OF INDIVIDUAL LOTS AND/OR TRACTS ARE DEEDED TO THE CENTER LINE OF SAID AVENUES AND TWENTY (20) FEET ALONG THE ENTIRE PERIMETER OF SAID SUBDIVISION AND WITH THE AUTHORITY TO PLACE, CONSTRUCT, OPERATE, MAINTAIN, RELOCATE AND REPLACE THEREON AN ELECTRIC DISTRIBUTION LINE OR SYSTEM. THE EASEMENT RIGHTS HEREIN GRANTED INCLUDE THE PRIVILEGE OF ANCHORING ANY SUPPORT CABLES OR OTHER DEVICES OUTSIDE SAID EASEMENT WHEN DEEMED NECESSARY BY THE UTILITY TO SUPPORT EQUIPMENT WITHIN SAID EASEMENT AND THE RIGHT TO INSTALL WIRES AND/OR CABLES OVER SOME PORTIONS OF SAID LOTS AND/OR TRACTS NOT WITHIN SAID EASEMENT SO LONG AS SUCH ITEMS DO NOT PREVENT THE CONSTRUCTION OF BUILDINGS ON ANY OF THE LOTS AND/OR TRACTS OF THIS SUBDIVISION. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN WITHIN THE EASEMENT AREAS WHICH MAY DAMAGE OR INTERFERE WITH INSTALLATION AND MAINTENANCE OF UTILITIES. THE EASEMENT AREAS OF EACH LOT AND/OR TRACTS AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH AN AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE. UTILITY COMPANIES OR THEIR EMPLOYEES SHALL HAVE ALL THE RIGHTS AND BENEFITS NECESSARY AND CONVENIENT FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE FREE RIGHT TO INGRESS TO, AND EGRESS FROM SAID RIGHT-OF-WAY AND EASEMENTS, AND THE RIGHT FROM TIME TO TIME TO CUT AND TRIM TREES, UNDERGROWTH AND OTHER OBSTRUCTIONS THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE OPERATION OF SAID UTILITY INSTALLATIONS. THE DEVELOPER AND/OR LANDOWNER SHALL BE RESPONSIBLE FOR REMOVAL OF ANY OR ALL LIMBS, DEBRIS, BRANCHES OR BRUSH THAT MUST BE CUT IN ORDER TO CLEAR THE RIGHT- OF-WAY FOR NEW CONSTRUCTION OR MAINTENANCE OF ANY LINES CONSTRUCTED ON THE PROPERTY.

STATE OF TEXAS  
COUNTY OF GILLESPIE

THE OWNER OF THE LAND IDENTIFIED BY LOT NUMBERS RECORDED IN THE VOLUME AND PAGE NUMBERS SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT ACKNOWLEDGE THAT THIS PLAT WAS MADE FROM ACTUAL SURVEYS ON THE GROUND AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC UTILITY EASEMENTS SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND DEDICATES THE ROADWAYS SHOWN HEREON SERVING LOTS IN BOOT RANCH SUBDIVISION AS PRIVATE ROADS.

DAVID SAWTELLE  
FOR LATIGO BUILDING & RESTORATION, INC.  
OWNER OF LOT 307R

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID SAWTELLE, FOR LATIGO BUILDING & RESTORATION, INC., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2025.

NOTARY PUBLIC  
STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF GILLESPIE

I, LINDSEY BROWN, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING

INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE,

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2025, AT \_\_\_\_\_, \_\_\_, IN THE RECORDS OF DEEDS

AND PLATS OF SAID COUNTY, IN BOOK VOLUME \_\_\_\_\_, ON PAGES \_\_\_\_\_. IN TESTIMONY WHEREOF,

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2025.

LINDSEY BROWN  
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

THIS PLAT, AFTER HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF GILLESPIE COUNTY, TEXAS, AND BY SAID COURT DULY CONSIDERED AND FOUND TO COMPLY WITH THE STATUTES AND LAWS OF THE STATE OF TEXAS, AND WAS APPROVED FOR FILING IN THE PLAT RECORDS OF GILLESPIE COUNTY, TEXAS. TO CERTIFY WITH THE UNDERSIGNED, AS COUNTY JUDGE OF GILLESPIE COUNTY, TEXAS, HEREBY AFFIXES HIS HAND, ATTESTED BY THE SEAL OF THE COUNTY CLERK OF GILLESPIE COUNTY, TEXAS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025, A.D.

BY  
DANIEL JONES  
COUNTY JUDGE, GILLESPIE COUNTY, TEXAS

BY  
LINDSEY BROWN  
COUNTY CLERK, GILLESPIE COUNTY, TEXAS

OWNER

DAVID SAWTELLE  
LATIGO BUILDING &  
RESTORATION, INC.  
LOT 307R

SURVEYOR

PFEIFFER LAND SURVEYING  
918 ADLER  
BOERNE, TX 78006  
PHONE: 830-249-3385

DEVELOPER

BOOT RANCH HOLDINGS, LLC.  
776 BOOT RANCH CIRCLE  
FREDERICKSBURG, TX 78642  
PHONE: 830-990-7623

SURVEYOR'S CERTIFICATE

STATE OF TEXAS  
COUNTY OF GILLESPIE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY ON THE GROUND.

WES REXRODE - PFEIFFER LAND SURVEYING  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6001  
BOERNE TX. 78006 - PHONE NO. 830-249-3385

JOB NUMBER: 94-15  
DATE: FEBRUARY 28, 2025



KEYNOTES:	
○	10' UTILITY EASEMENT PER PLAT
⊖	25' BUILDING SETBACK LINE PER PLAT
⊙	10' BUILDING SETBACK LINE PER PLAT
⊖	20' UTILITY EASEMENT PER PLAT

C1 - R=175.00'  
D=10°53'50"  
L=33.28'  
CH=33.23'  
CB=N 61°40'33" W

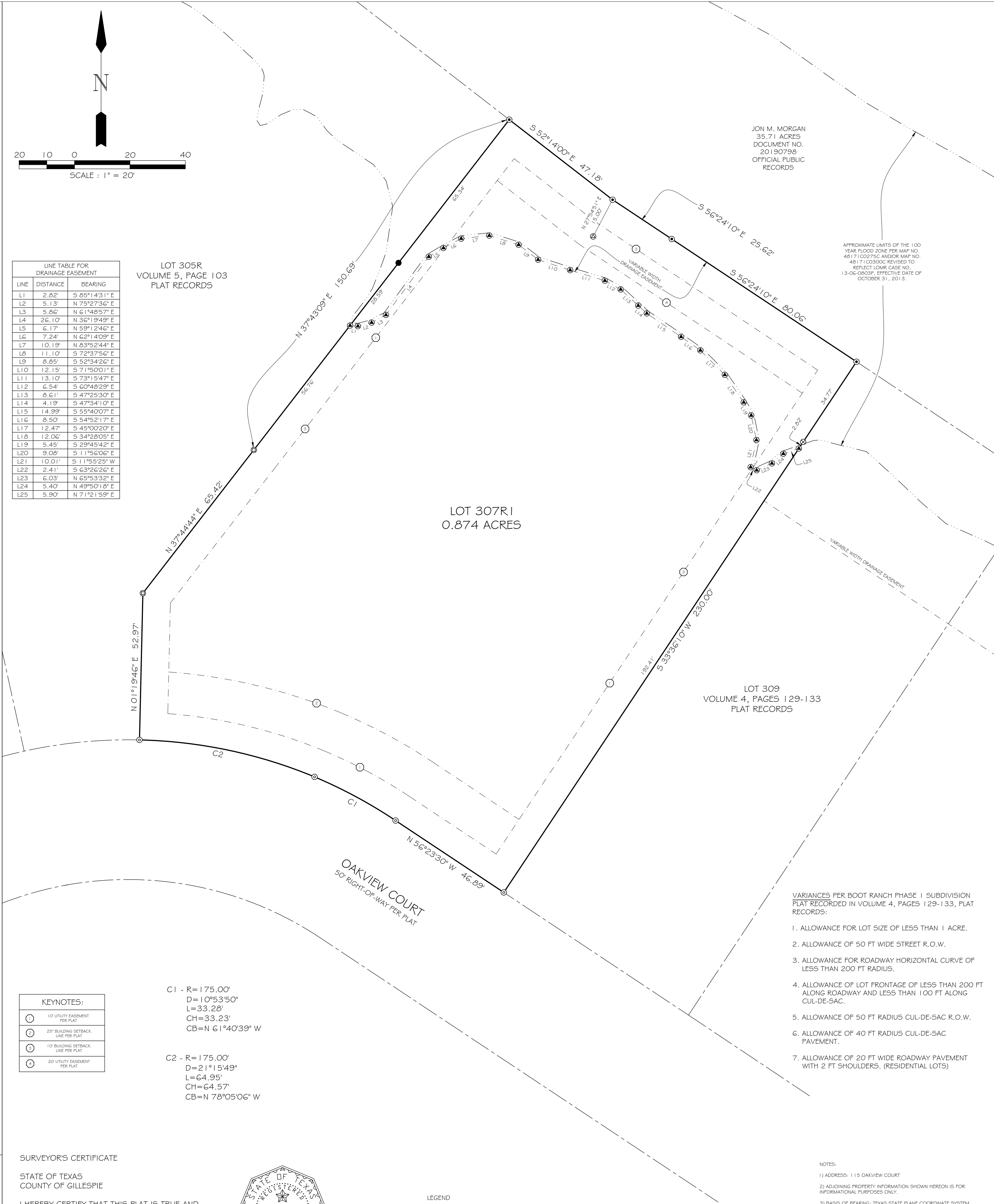
C2 - R=175.00'  
D=21°15'49"  
L=64.95'  
CH=64.57'  
CB=N 78°05'06" W

LEGEND

- FOUND 1/2" IRON ROD
- ⊖ FOUND 1/2" IRON ROD WITH AN ORANGE "PFEIFFER SURVEY" PLASTIC CAP
- ⊙ FOUND 1/2" IRON ROD WITH A RED "MATCH-HOODER" PLASTIC CAP
- ⊖ FOUND 1/2" IRON ROD WITH A YELLOW "GROSSMAN" PLASTIC CAP
- ⊙ FOUND 1/2" IRON ROD WITH A "SONNY" PLASTIC CAP
- ⊖ CALCULATED POINT IN CREEK
- ⊙ CALCULATED POINT FOR DRAINAGE EASEMENT

NOTES:

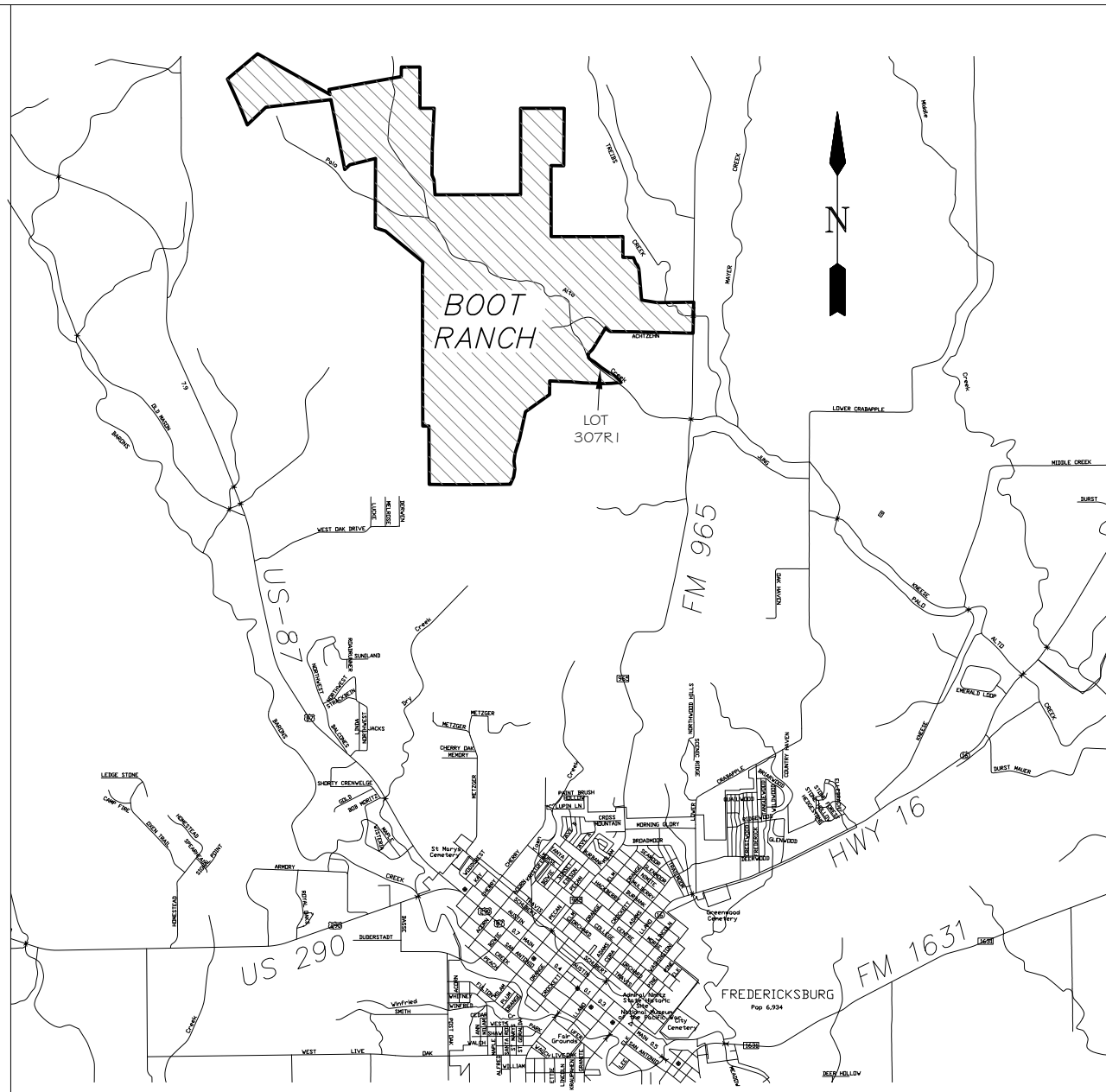
- 1) ADDRESS: 115 OAKVIEW COURT
- 2) ADDITIONAL PROPERTY INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, NAD 83.
- 4) NO IMPROVEMENTS OR UTILITIES ARE SHOWN HEREON.
- 5) ALL BUILDING SETBACK LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, PLAT RESTRICTIONS, DEED RESTRICTIONS AND ZONING ORDINANCES, IF ANY, SHOULD BE CONFIRMED BY BOOT RANCH DEVELOPMENT OFFICE, THE HOME OWNERS ASSOCIATION, LANDOWNER AND/OR THE ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY PLANNING OR CONSTRUCTION.
- 6) BEARINGS, DISTANCES AND ACRESAGE SHOWN HEREON WERE FOUND TO MATCH THOSE RECORDED IN VOLUME 7, PAGE 19, PLAT RECORDS, GILLESPIE COUNTY, TEXAS.



LINE TABLE FOR DRAINAGE EASEMENT		
LINE	DISTANCE	BEARING
L1	2.82'	S 85°14'31" E
L2	5.13'	N 75°27'36" E
L3	5.86'	N 61°40'37" E
L4	26.10'	N 36°19'49" E
L5	6.17'	N 59°12'46" E
L6	7.24'	N 62°14'09" E
L7	10.19'	N 83°52'44" E
L8	11.10'	S 72°37'56" E
L9	8.85'	S 52°34'26" E
L10	12.15'	S 71°50'01" E
L11	13.10'	S 73°15'47" E
L12	6.84'	S 60°48'29" E
L13	8.61'	S 47°25'30" E
L14	4.19'	S 47°34'10" E
L15	14.99'	S 55°40'07" E
L16	8.50'	S 54°52'17" E
L17	12.47'	S 45°00'20" E
L18	12.06'	S 34°22'05" E
L19	5.45'	S 29°45'42" E
L20	9.08'	S 11°56'06" E
L21	10.01'	S 11°55'25" W
L22	2.41'	S 63°56'56" E
L23	6.03'	N 65°53'32" E
L24	5.40'	N 49°50'18" E
L25	5.80'	N 71°12'19" E

VARIANCES PER BOOT RANCH PHASE 1 SUBDIVISION PLAT RECORDED IN VOLUME 4, PAGES 129-133, PLAT RECORDS:

1. ALLOWANCE FOR LOT SIZE OF LESS THAN 1 ACRE.
2. ALLOWANCE OF 50 FT WIDE STREET R.O.W.
3. ALLOWANCE FOR ROADWAY HORIZONTAL CURVE OF LESS THAN 200 FT RADIUS.
4. ALLOWANCE OF LOT FRONTAGE OF LESS THAN 200 FT ALONG ROADWAY AND LESS THAN 100 FT ALONG CUL-DE-SAC.
5. ALLOWANCE OF 50 FT RADIUS CUL-DE-SAC R.O.W.
6. ALLOWANCE OF 40 FT RADIUS CUL-DE-SAC PAVEMENT.
7. ALLOWANCE OF 20 FT WIDE ROADWAY PAVEMENT WITH 2 FT SHOULDERS. (RESIDENTIAL LOTS)



LOCATION MAP  
N.T.S.

GENERAL NOTES:

1. ALL VEHICLES AND/OR PERSONNEL OF THE CITY OF FREDERICKSBURG PUBLIC WORKS DEPARTMENT AND GILLESPIE COUNTY, WHEN ON OFFICIAL BUSINESS, MAY USE THE PRIVATE STREETS OF BOOT RANCH, PHASE 1 FOR ANY PURPOSE, AT ANY TIME, WITHOUT LIABILITY, AND MAY REMOVE ANY AND ALL OBSTRUCTIONS, OF ANY TYPE, IN THE PRIVATE STREETS AND ASSESS THE COST OF THE REMOVAL TO THE OWNER OR OWNERS.
2. THE MAINTENANCE OF ALL DRAINAGE EASEMENTS OF ANY NATURE WITHIN BOOT RANCH, PHASE 2 SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF GILLESPIE COUNTY.
3. THE STREETS SHOWN ON THIS PLAT ARE PRIVATE STREETS AND ARE ALSO DESIGNATED AS DRAINAGE, ELECTRIC, GAS, TELEPHONE, CABLE T.V., WATER AND SANITARY SEWER EASEMENTS. SUCH AREAS SHALL BE DEEMED TO HAVE BEEN DEDICATED TO THE PUBLIC FOR SUCH EASEMENTS AND PRIVATE STREETS.
4. BLOCKING THE FLOW OF WATER OR CONSTRUCTION OF IMPROVEMENTS IN DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE PROPERTY WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE WAYS OR THE CONTROL OF EROSION. GILLESPIE COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
5. THE DEVELOPER DEDICATES THE WATER AND SANITARY SEWER MAINS UPON COMPLETION AND ACCEPTANCE BY THE CITY OF FREDERICKSBURG. THE CITY OF FREDERICKSBURG WILL OWN AND MAINTAIN SAID WATER AND SANITARY SEWER MAINS WHICH ARE LOCATED IN THIS PARTICULAR SUBDIVISION PLAT.
6. FOR RESIDENTIAL LOTS, FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF 8 INCHES ABOVE ADJACENT FINISHED GRADE.
7. DOUBLE SWING GATES SHALL BE INSTALLED WHEREVER FENCES CROSS UTILITY AND DRAINAGE EASEMENTS.
8. GILLESPIE COUNTY AND THE HILL COUNTRY UNDERGROUND WATER CONSERVATION DISTRICT MAKE NO REPRESENTATION OR GUARANTEE AS TO WATER QUALITY OR THAT A PRESENT OR FUTURE ADEQUATE WATER SUPPLY EXISTS.
9. GILLESPIE COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; THE PROPERTY OWNERS IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ROADS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS GILLESPIE COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.
10. IN ADDITION TO THE UTILITY EASEMENT TO CENTRAL TEXAS ELECTRIC COOPERATIVE, THERE IS HEREBY DEDICATED A 10 FT. WIDE PUBLIC UTILITY EASEMENT ADJACENT TO ALL STREET RIGHTS-OF-WAY.
11. WATER RIGHTS DEED FROM FRED ACHTZEHN TO THE CITY OF FREDERICKSBURG, RECORDED IN VOLUME 82 AT PAGE 166 OF THE DEED RECORDS OF GILLESPIE COUNTY, TEXAS.
12. BOOT RANCH HOLDINGS, LLC, BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT GILLESPIE COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS IN THIS SUBDIVISION UNTIL AND UNLESS BOOT RANCH HOLDINGS, LLC AND/OR THE PROPERTY OWNERS IN THE SUBDIVISION HAVE IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY GILLESPIE COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE GILLESPIE COUNTY COMMISSIONERS COURT AND THE ROADWAY HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY AS A PUBLIC ROAD.
13. BOOT RANCH HOLDINGS, LLC, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE OWNER, THE PROPERTY OWNERS IN THE SUBDIVISION, AND/OR THE HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS SHOWN ON THIS SUBDIVISION PLAT.
14. RESTRICTIONS APPLY PER DOCUMENT NO. 20221226 AND DOCUMENT NO. 20242447, OFFICIAL PUBLIC RECORDS, GILLESPIE COUNTY, TEXAS AND VOLUME 7, PAGE 19, PLAT RECORDS, GILLESPIE COUNTY, TEXAS AND SHOULD BE CONFIRMED BY THE BOOT RANCH DEVELOPMENT OFFICE, THE HOME OWNERS ASSOCIATION, LANDOWNER AND/OR THE ARCHITECTURAL CONTROL COMMITTEE BEFORE ANY PLANNING OR CONSTRUCTION.
15. ACRESAGE, BEARINGS AND DISTANCES SHOWN HEREON WERE FOUND TO MATCH THOSE RECORDED IN VOLUME 7, PAGE 19, PLAT RECORDS, GILLESPIE COUNTY, TEXAS.
16. THIS PLAT DOES NOT ALTER OR AMEND ANY EXISTING VARIANCES, EASEMENTS OR SETBACKS UNLESS OTHERWISE NOTED.
17. THE PURPOSE OF THIS AMENDING PLAT IS TO AMEND THE VARIABLE WIDTH DRAINAGE EASEMENT TO 1 FOOT OUTSIDE THE 100 YEAR FLOOD ZONE, CREATING LOT 307R1, BOOT RANCH SUBDIVISION, PHASE 1.
18. A PORTION OF THIS LOT IS IN FLOOD ZONE "A" PER LOMR CASE NO. 13-06-0803P, EFFECTIVE DATE OF OCTOBER 31, 2013.
19. DRILLING OR USE OF INDIVIDUAL WELLS IS PROHIBITED. ANY EXISTING WELLS NOT OWNED AND UTILIZED BY THE PUBLIC OR COMMUNITY WATER SYSTEM SHALL BE PLUGGED IN ACCORDANCE WITH THE APPLICABLE RULES AND REGULATIONS OF THE WATER WELL DRILLERS BOARD AND THE H.C.U.W.C.D.
20. THERE SHALL BE NO RESERVE STRIPS (I.E. NEGATIVE EASEMENTS) BY PLAT, DEED OR OTHER INSTRUMENT CONTROLLING THE ACCESS TO ANY LAND DEDICATED OR INTENDED TO BE DEDICATED FOR PUBLIC USE.
21. GILLESPIE COUNTY HAS A MINIMUM 20' BUILDING SETBACK LINE ON THE FRONT, SIDE AND REAR LOT LINES. A GREATER SETBACK MAY BE ENFORCED IN THE RESTRICTIONS OF BOOT RANCH SUBDIVISION AS WRITTEN BY THE ARCHITECTURAL REVIEW BOARD OR DEVELOPMENT OFFICE OF BOOT RANCH.

AN AMENDING PLAT OF  
LOT 307R IN BOOT RANCH,  
PHASE 1 SUBDIVISION  
RECORDED IN VOLUME 7,  
PAGE 19, PLAT RECORDS,  
GILLESPIE COUNTY, TEXAS,  
CREATING LOT 307R1 BOOT  
RANCH, PHASE 1 SUBDIVISION  
FEBRUARY 2025







**District Clerk  
Examination and Analysis**

# **GILLESPIE COUNTY, TEXAS**

**APRIL 4, 2025**





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Prepared by:

**Dr. Bradford Rockabrand, CPA, CIA, MBA**  
**Partner, Government Advisory Services**  
[brockabrand@eidebailly.com](mailto:brockabrand@eidebailly.com)

**Sam Singery, CPA**  
**Manager, Government Advisory Services**  
[ssingery@eidebailly.com](mailto:ssingery@eidebailly.com)

**Stephen Harms**  
**Senior Associate, Government Advisory Services**  
[sharms@eidebailly.com](mailto:sharms@eidebailly.com)

## Background

Eide Bailly LLP (Eide Bailly) was engaged to provide consultative services relating to an examination of the Cash and Investment functions for the Gillespie County District Clerk. Eide Bailly performed these services based solely on the information provided by Gillespie County (the County). The provisions of the work that Eide Bailly provided are outlined in the engagement letter signed by the County on February 24, 2025.

## Project Scope & Approach

Eide Bailly was engaged solely to provide consulting and advisory services in connection with the examination of operations for the above functions within the specific offices identified above based on information provided by management. We did not provide audit, review, compilation, or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statement on Standards for Attestation Engagements* and assume no responsibility for any such information.

Our project approach consisted of performing the following procedures for Cash and Investments:

- Examine cash and investment reconciliations and corroborate cash and investment balances.
- Assess the process for cash receipts, cash disbursements, and performing reconciliations.
- Test the cash receipts cycle.
- Test the cash disbursements cycle for compliance with applicable federal, state, and local laws.
- Test petty cash disbursements and reimbursements.

Our project approach consisted of an examination of the following accounts:

- Eminent Domain
- Registry Accounts
- Operating Account
- Guardianship Accounts
- TexPool Investment Account

McKenna Monk, District Clerk, and Mary Loeffler, Deputy District Clerk, provided Eide Bailly with the necessary data. Following the project approach detailed above, Eide Bailly first interviewed key staff regarding the transaction processes for each account type. We then selected samples for each account from the fiscal year ending September 30, 2024. Additionally, we selected samples from the most recent month available prior to the installation of the incoming District Clerk, December 2024, to verify that the underlying transactions were recorded correctly, in accordance with the County's policies, and in alignment with government industry best practices. Our findings and recommendations follow.

## Analysis & Findings

### DISTRICT CLERK

#### Processes

Eide Bailly interviewed Mary Loeffler, Deputy District Clerk, to obtain an understanding of the cash receipt and disbursement processes for the accounts maintained by the District Clerk's Office (DCO).

The following account types are maintained by the DCO:

- *Eminent Domain* – Accounts holding bond monies related to previous eminent domain cases. The bonds are held in the account until the related cases are settled, at which time the DCO will draw down funds to disburse to the receiving party per the court order.
- *Registry Accounts* – Accounts holding bond monies related to civil cases. The bonds are held in the account until the related cases are settled, at which time the DCO will draw down funds to disburse to the receiving party per the court order.
- *Operating Account* – Deposit-only account for daily deposits received as part of regular operations in the DCO (e.g., court fees, restitution payments, etc.)
- *Guardianship Accounts* – Certificate of Deposit (CD) accounts maintained for minors awarded financial settlements. Funds are kept in the CDs until the account holder reaches the age specified in the court order, at which time the account holder is contacted to transfer the funds into their possession.
- *TexPool Investment Account* – Account held in the TexPool local government investment pool. Funds are highly liquid but provide a competitive yield on investments.

#### Cash Receipts

At the DCO office, various fees are collected through cash, checks, money orders, and credit card payments. At the end of each business day, the total payments and till counts for each cashier are documented on a daily deposit breakdown sheet. Physical payments, including cash, checks, and money orders, are subsequently recorded on a deposit slip and submitted to the County Treasurer. Upon review, the County Treasurer verifies and signs off on the deposit, providing a receipt in return. These funds are then deposited into the Operating account by the Treasurer. Funds associated with eminent domain cases, civil case bonds, and settlements awarded to minors are authorized through court orders and deposited into the Eminent Domain, Registry, and Guardianship accounts, respectively.

### Cash Disbursements

When eminent domain and civil court cases are settled, a court order authorizes the disbursement of the associated funds. The DCO withdraws funds from the Eminent Domain or Registry account and issues checks to the designated recipients. For Guardianship accounts, upon the minor reaching the age specified in the court order, the DCO either disburses the funds directly or transfers ownership of the account to the individual. Disbursements from the Operating and TexPool accounts are managed and executed by the County Treasurer.

### Bank Reconciliations

The DCO receives the monthly bank statements for the Registry bank account and TexPool account from the Treasurer each month and reconciles the balances to the monthly reports created by the DCO. Due to the limited activity in the account, the DCO utilizes the bank reconciliation form on the back of the bank statement each month to reconcile any deposits in transit and outstanding checks. The DCO is also responsible for tracking and reconciling the Guardianship accounts on a regular (e.g., monthly or quarterly) basis. The County Auditor's Office currently maintains a reconciliation of the Eminent Domain bank account and all related eminent domain cases. The Treasurer is responsible for reconciling the Operating bank account activity within the County's ERP system, Tyler Incode.

### Petty Cash

At the end of each day a physical count of cash is performed on each till and recorded in the daily deposit supporting documentation. Cash deposits are separated from the till's petty cash and included in the deposit slip sent to the Treasurer. The till count sheets are signed and dated by the cashier.

### Analysis

We analyzed the District Clerk's monthly reports for the Operating account covering various months of the fiscal year, specifically February 2024, June 2024, September 2024, and December 2024. These reports detailed the deposits received during each month and remitted to the Treasurer's Office. Selected items from the reports were examined alongside supporting documentation to check for consistency with the amounts remitted and appropriate review and approval.

We obtained the monthly reports and bank reconciliations for the Registry and TexPool accounts corresponding to the selected months, inspecting the balances and their accompanying statements.

One Guardianship CD account was examined to corroborate interest payments and disbursements against the bank statement.

For the Eminent Domain account, the County Auditor's Office provided bank statements and documentation for each selected month. The cash position, check register, claims history, and interest calculations were examined and compared to the corresponding bank statements.

### Findings

In our examination of the Operating account, it was discovered that multiple monthly report totals did not match the totals from the daily deposit documentation. For example, the February 6, 2024 Civil/Misc EFile credit card total of \$695.00 from the daily collection report was not included in the monthly deposit report total. Additionally, there were fees reflected in the daily collection reports that were not included in the monthly deposit report totals.

In our examination of the daily deposit count sheets, we observed that the till collection sheets and total deposits were signed off by only one party, with the till collection sheets signed by the cashier and the deposit slips signed by the District Clerk or Deputy District Clerk.

In our inspection of the bank reconciliations for the Operating, Registry, and TexPool accounts, we observed that the last completed reconciliation was for December 2024 as of our testing date of March 20, 2024.

Due to staff turnover within the department, it was observed that the DCO does not have a system in place to track the Guardianship accounts and has not reconciled the accounts since June 2024.

The County Auditor's Office currently maintains and reconciles the Eminent Domain accounts. We did not identify any issues with the Eminent Domain bank reconciliation process.

### Recommendations

It is recommended that the DCO compare the total of each daily deposit worksheet to the daily total shown in the electronic system as well as to the monthly total in each monthly report to ensure all deposits are properly accounted for.

To maintain appropriate segregation of duties within the department as well as to align with industry best practices for handling receipts as promulgated by the Government Finance Officers Association (GFOA), we recommend that the department develop written policies and procedures for the collection of revenues. These policies should require that the individual till count sheets and daily deposit sheets are signed by two separate parties, such as the custodian of the cash drawer and the department head.

To ensure timely identification and resolution of any discrepancies, bank reconciliations should be performed timely, generally within 60 days of the month-end date. This frequency helps maintain accurate financial records and provides a clear understanding of the organization's cash position.

The County should conduct an inventory of the outstanding Guardianship accounts and implement a method to track each account. After identifying the active accounts, the DCO should reconcile the account to the CD statements on a frequency corresponding to the statement dates (e.g., monthly or quarterly).

## Conclusion

In conclusion, based on the procedures performed as described above, the DCO cash operations appear to be operating consistent with the accounting procedures and practices stipulated by Gillespie County and Generally Accepted Accounting Principles. However, it is recommended that the County implement a review procedure to identify the cause of any discrepancies with daily deposit amounts, establish additional controls over the daily deposit process to ensure proper segregation of duties, and implement and enhance the department's tracking of Guardianship accounts.

This report is intended solely for the information and use of Gillespie County, Texas and is not intended to be, and should not be, used by anyone other than these specified parties who have agreed to the project scope and tasks above and have taken responsibility for the sufficiency of the procedures for their purposes.

Should the County have any further questions, Eide Bailly would be pleased to address the County's questions relative to the elements of this report as needed.



Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88<sup>th</sup> Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88<sup>th</sup> Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:  
Enforcement & Compliance Service  
5805 North Lamar Blvd, Bldg A,  
Austin, TX 78752-0300  
E-mail: [driver.improvement@dps.texas.gov](mailto:driver.improvement@dps.texas.gov)  
Fax: (512) 424-2848

Should you have any questions, please send an email to [driver.improvement@dps.texas.gov](mailto:driver.improvement@dps.texas.gov). Thank you for your immediate attention to this matter.

Regards,  
Manager  
Enforcement and Compliance Service

Enclosure

*All items in this packet are working drafts and contingent upon Commissioners Court approval.*

**Interlocal Cooperation Contract  
Failure to Appear Program**

**State of Texas**

**County of \_\_\_\_\_**

**I. PARTIES AND AUTHORITY**

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the \_\_\_\_\_ Court of the [City or County] of \_\_\_\_\_ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

**II. BACKGROUND**

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

**III. PURPOSE**

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

**IV. PERIOD OF PERFORMANCE**

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

**V. COURT RESPONSIBILITIES**

**A. FTA Report**

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

## **B. Clearance Reports**

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**C. Quarterly Reports and Audits**

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

**D. Accounting Procedures**

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

**E. Non-Waiver of Fees**

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**F. Litigation Notice**

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

**VI. DPS's RESPONSIBILITIES**

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

## VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

## VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] <a href="mailto:Driver.Improvement@dps.texas.gov">Driver.Improvement@dps.texas.gov</a> (512) 424-7172
Address:	
Address:	
Fax:	
Email:	
Phone:	

**C. Termination.**

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

**D. Amendments.**

This contract may only be amended by mutual written agreement of the Parties.

**E. Miscellaneous.**

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided



however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

## **CERTIFICATIONS**

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**Court\***

**Department of Public Safety**

\_\_\_\_\_  
**Authorized Signatory**

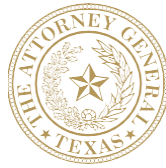
\_\_\_\_\_  
**Driver License Division Chief or Designee**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.



**KEN PAXTON**  
ATTORNEY GENERAL OF TEXAS

April 16, 2025

To: OAG SAVNS Grantees

Re: Service Agreement Between OAG SAVNS Grantees and SylogistGov, Inc.

Dear SAVNS Grantee:

The Office of the Attorney General (OAG) recently issued a new contract to SylogistGov, Inc. to provide victim notification software for Texas' Statewide Automated Victim Notification Service (SAVNS) program. This replaces the previous software used by your county, Texas VINE, operated by Appriss Insights, LLC. The transition to the new vendor will be completed by August 31, 2025.

As we begin this important transition, the OAG asks for your partnership on several key steps ahead. A critical next action is executing the **enclosed Service Agreement** between your entity and SylogistGov, Inc. The agreement mirrors the Service Agreement language signed in previous years by your entity with Appriss Insights, LLC.

**Due to the compressed timeline referenced above, we respectfully request expedited review and execution of the Service Agreement by May 16, 2025.** Delays beyond this date may affect Sylogist's ability to fully transition victim notification services for your county by the deadline of August 31, 2025—potentially causing service disruptions that we must avoid. It is the top priority of the OAG to ensure a smooth transition and the continuity of victim notifications service operations for your county. We are here to assist in this process in any way that we can.

SylogistGov, Inc. will contact your county directly begin onboarding with your SAVNS program staff, IT points of contact, and your jail management and court management system vendors. The OAG Grants Administration Division has also shared several critical communications in recent weeks outlining these next steps that we encourage you to review.

For any questions regarding the enclosed Service Agreement or the transition generally, please reach out to:

- Julie Wise, Sylogist – Julie.Wise@sylogist.com
- Jimmy Bailey, OAG Crime Victim Services Division –Jimmy.Bailey@oag.texas.gov

Thank you for your continued partnership and commitment to ensuring uninterrupted notification services for crime victims across Texas.

Respectfully,

A handwritten signature in black ink, appearing to read "Alisha Jackson".

Alisha Jackson  
Grants Administration Division Chief

**PARTICIPATING ENTITIES SERVICES AGREEMENT FOR THE  
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

CONTRACT NUMBER: 52025-SYZ-County/Entity Name

The Office of the Attorney General (OAG) is the Texas State agency tasked with providing a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS (“Participating Entities”). The OAG conducted a competitive solicitation and contracted with SylogistGov, Inc. as the statewide vendor to provide SAVNS to each of the Participating Entities.

Insert County

This Agreement is entered into by and between the \_\_\_\_\_ (“Named Entity”), and SylogistGov, Inc. (“Contractor”), (collectively, “the Parties”).

**1. Purpose of the Agreement.**

This Participating Entities Services Agreement (“Agreement”) is issued in order for Contractor to provide all of the SAVNS services to (“Named Entity”) as described in the Contract Documents referenced in Section 5 of this Agreement which are fully incorporated herein by reference.

**2. Contract Term.**

This Agreement shall be effective upon execution and the subscription term for the SAVNS solution shall begin on May 1, 2025 when modification and access to the Integrated Victim Services System (IVSS) is initiated. The agreement shall end on August 31, 2026. The Agreement may be renewed for two (2) optional, two (2) year renewal terms, only to the extent the OAG Contract No. C-02213 for SAVNS remains in effect and is renewed. Any such renewals shall be subject to the requirements of this Agreement and all of the Contract Documents referenced in Section 5 of this Agreement. For clarity, all of the terms regarding Termination shall apply to this Agreement as set out in the OAG Contract No. C-02213 for SAVNS referenced in Section 5 of this Agreement and incorporated herein, and the Named Entity/Participating Entity has all of the same requirements, rights, and remedies as the OAG as set out in the Termination sections of that Contract.

**3. Compensation and Invoicing.**

The Parties stipulate and agree that the total amount to be paid to Contractor in consideration of full and satisfactory performance of all Contractor’s duties, services, and obligations as set forth in this Agreement shall be billed on a recurring bi-annual basis, in accordance with Form B – SAVNS Pricing, and not to exceed the bi-annual fee per calendar year, in accordance with the Contract Documents referenced in Section 5 of this Agreement which are incorporated herein.

The SAVNS services shall be performed for the bi-annual fee, which will be billed and invoiced in accordance with Form B – SAVNS Pricing and pursuant to the terms of this Agreement. Invoices will contain all pertinent information such as this Agreement’s contract number, the dates of services rendered, and outages or performance issues, if any, all in accordance with the Contract Documents referenced in Section 5 of this Agreement.

**4. Appropriated Funds.**

Payments are subject to the availability of appropriated funds. Whereas OAG provides grant funds to the Participating Entities as a reimbursement of the bi-annual fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity Services provided are contingent upon OAG’s receipt of funds appropriated by the Texas Legislature.

**PARTICIPATING ENTITIES SERVICES AGREEMENT FOR THE  
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

CONTRACT NUMBER: 52025-SYZ- County/Entity Name

**5. Contract Documents and Order of Precedence.**

This Agreement consists of the following documents in order of precedence:

- a. This Agreement;
- b. OAG Contract C-02213 for SAVNS;
- c. SAVNS RFP dated February 14, 2025; and
- d. Contractor's response to SAVNS RFP dated March, 7 2025.

Each of the above-referenced documents, together with all of their attachments and supporting documents, are hereby incorporated into this Agreement by reference.

**6. Entire Agreement.**

The Parties acknowledge that this Agreement constitutes the entire understanding between them with respect to the SAVNS. No other agreements or understandings, whether written or oral, that are not contained in this Agreement and its supporting Contract Documents shall be binding or valid.

Insert Entity Name

**SylogistGov, Inc.**

\_\_\_\_\_  
Name & Title



\_\_\_\_\_  
Nathan Branscome  
Senior Director VSS

\_\_\_\_\_  
Date

April 16, 2025

\_\_\_\_\_  
Date

## Texas SAVNS Modernization Project - FAQs

### **SAVNS Modernization Project FAQs**

#### **1. Service Agreement Overlap:**

- A. Why does Sylogist need a service agreement with the county now, when their victim notification services to counties doesn't begin until September 1, 2025?

**Response: Before Sylogist begins working directly with counties and their contracted JMS/CMS vendors to establish the data exchange, Sylogist must receive an agreement from the county's authorized official. This is to protect the county and Sylogist.**

- B. Can the County enter into the new agreement with SylogistGov, Inc. while the current agreement with Appriss is still in effect until August 31, 2025?

**Response: Yes. There is no conflict of interest or duplicity of services provided to the counties based on having a service agreement with Appriss and Sylogist.**

- C. If the county enters an agreement with Sylogist while concurrently receiving victim notification services from Appriss (VINES), will the county receive invoices from both Sylogist and Appriss during the overlap period?

**Response: No. Sylogist will not invoice counties for victim notification services provided by Appriss. Because the OAG's contract with Appriss expires on August 31, 2025, counties will receive invoices from Appriss for services provided through August 31, 2025, in accordance with the invoicing schedules currently in place between the county and Appriss.**

- D. How will the agreement overlap period affect the county's grant agreement with the OAG?

**Response: There will be no effect on the grant agreement. Counties participating in the OAG's SAVNS Grant program will continue to receive funds based on the terms of the grant agreement, whether the notification services are provided by Appriss or Sylogist.**

#### **2. Transition of Payments:**

- A. Will the county continue paying Appriss under the existing contract until August 31, 2025, and then switch payments to Sylogist?

**Response: Yes, counties will pay Appriss for notification services under their existing service agreements with Appriss and based on the terms of the OAG's contract with Appriss. Both the OAG's contract with Appriss, and the county's service agreement with Appriss expire (terminate) on August 31, 2025. Payments to Sylogist will be based on notification services provided to OAG's SAVNS grant program's participating entities (jails and/or courts) beginning on September 1, 2025.**

- B. When will the county expect to start making payments to Sylogist after signing the service agreement?

**Response: Counties who are currently OAG SAVNS grant recipients, will begin receiving invoices for notification services after September 1, 2025 for the participating entities (jails and/or courts) included in the grant agreement. Currently, counties are invoiced by Appriss on a quarterly basis. After September 1, 2025, counties may be allowed to negotiate with Sylogist to offer either quarterly or semi-annual invoicing models for the participating entities (jails and/or courts) included in the grant agreement with the OAG.**

- C. Will the county be obligated to pay Sylogist for a start-up or implementation fee based on the county's service agreement with Sylogist?

**Response: No. For participating entities (jails and/or courts) who are currently OAG SAVNS grant recipients, Sylogist will not invoice for start-up or implementation costs. These costs**

*All items in this packet are working drafts and contingent upon Commissioners Court approval.*



**have been waived for the participating entities (jails and/or courts) included in the grant agreement with the OAG.**

**3. Costs:**

- A. Will the cost change between the OAG's SAVNS vendors, and will the county be affected by the cost change if there is one?

**Response: For counties who have participating entities (jails and/or courts) included in the grant agreement with the OAG, the grant program will reimburse the costs incurred for Sylogist's victim notification services for jails and/or courts. There is no fiscal impact to counties. Sylogist will not invoice for start-up or implementation costs. These costs have been waived for the participating entities (jails and/or courts) included in the grant agreement with the OAG.**

- B. For fiscal planning and budgeting, what can the county expect to be invoiced for Sylogist's victim notification services beginning on September 1, 2025?

**Response: The table below illustrates Sylogist's pricing based on county population. The OAG and Sylogist reference the Texas State Demographer for annual county population estimates.**

Pricing Tiers	Population Start	Population End	Startup & Implementation Costs*	Annual Jail Service Fee	Annual Court Service Fee*	Total Annual Fee per Tier (both Jails and Courts)**
0	5,000,000	Unlimited	\$3500	\$130,655	\$33,451	\$164,116
1	3,000,000	4,999,999	\$2500	\$102,774	\$26,186	\$128,960
2	2,000,000	2,999,999	\$2500	\$74,465	\$18,966	\$93,431
3	1,000,000	1,999,999	\$2500	\$52,227	\$12,995	\$65,222
4	400,000	999,999	\$1750	\$36,731	\$9,139	\$45,870
5	250,000	399,999	\$1750	\$24,445	\$6,194	\$30,639
6	100,000	249,999	\$1750	\$12,268	\$3,052	\$15,320
7	50,000	99,999	\$1750	\$8,394	\$2,088	\$10,482
8	20,000	49,999	\$1500	\$5,452	\$1,180	\$6,632
9	0	19,999	\$1500	\$3,444	\$857	\$4,301

\*Startup & Implementation costs are waived for all present participants in the OAG SAVNS Grant program who participate in Phase I of the project.

\*\*Pricing for courts is per required data exchange. For example, if a county has a district court and a county court that utilize the same CMS system, and that system transmits data for notification through one file or one API connection then it is priced as one. If multiple courts in one jurisdiction utilize different CMS vendors, or they are separate systems from one vendor requiring more than one interface, then court pricing is per interface.

OAG CONTRACT NUMBER: C-02213

This contract, number C-02213 (“Contract”), is entered into by and between the Office of the Attorney General (“OAG”), an agency of the State of Texas, and SylogistGov, Inc. (“Contractor”), (collectively, “the Parties”).

**1. Purpose of the Contract.**

Office of the Attorney General agrees to purchase, and Contractor agrees to provide, services to OAG as described in the associated documents. This Contract is issued for the development, implementation, and execution of a Statewide Automated Victim Notification Service (SAVNS) solution.

**2. Total Amount and Limitation of Liability.**

The total amount of the Contract, and maximum liability of the State of Texas under this Contract, is \$10,591,290.00, and the payment method(s) shall be as specified in the associated documents.

In no event and under no circumstance will Contractor’s cumulative aggregate liability to OAG (including liability to any person whose claim is based on or derived from a right or rights claimed by OAG and Participating Entities, as defined elsewhere in the Contract Documents), with respect to any and all claims at any and all times arising from or related to the subject matter of this Contract, in contract, tort (including negligence), or otherwise, exceed the total value of this Contract.

**3. Funding Obligation.**

This Contract is contingent upon continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds, amendment to the Appropriations Act, or any other disruptions of current or future appropriated funding for this Contract, then OAG may restrict, reduce, or terminate funding under this Contract. In the event of a termination or cancellation under this Section, OAG will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and OAG will not be required to give prior notice.

**4. Payee.**

The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

**Name:** SylogistGov, Inc.

**Address:** 10354 W Chatfield Ave, Ste. 200, Littleton, CO 80127

**Vendor Identification Number:** 32063985041

**5. Term of the Contract.**

This Contract begins upon signature by all Parties and ends on August 31, 2026.

Optional renewal terms:

1<sup>st</sup> Optional Renewal: September 1, 2026 – August 31, 2028

2<sup>nd</sup> Optional Renewal: September 1, 2028 – August 31, 2030

OAG has the option, in its sole discretion, to renew the Contract as provided in the associated Attachments. OAG is not responsible for payment under this Contract before both Parties have signed the Contract.

**6. Authority.**

OAG enters this Contract under authority and in accordance with the State Purchasing and General Services Act (Title 10, Subtitle D, Chapters 2151 through 2176, Texas Government Code).

**7. Contract Documents and Order of Precedence.**

This Contract consists of multiple documents, including, this document (“Core Contract”); Request for Proposal 302-25-02213 (RFP) solicitation documents; Contractor’s Response to RFP 302-25-02213; and any attachments, forms, exhibits, and addenda to the foregoing (collectively the “Contract Documents”). No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in the Contract Documents. In the event of a conflict between the provisions of the Contract Documents, the documents are given the following order of precedence:

- a. OAG Contract No. C-02213;
- b. SAVNS RFP 302-25-02213 dated February 14, 2025; including its exhibits, attachments, forms, service agreement, any Addenda and the OAG Response to Assumptions and Exceptions from SylogistGov, Inc.; and
- c. Contractor’s response to RFP 302-25-02213, dated March 7, 2025, including Revised Pricing Form B, received March 20, 2025.

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by OAG and Contractor and incorporated herein.

**8. Entire Agreement.**

The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

**Office of the Attorney General**

DocuSigned by:  
*Lesley French*  
D98CA6B079F6470...  
Lesley French  
First Assistant Attorney General, or designee

3/26/2025 | 5:14 PM CDT

Date

**SylogistGov, Inc.**

DocuSigned by:  
*Grant McLarnon*  
EAC08209EA2041D...  
Grant McLarnon  
Chief Revenue Officer

3/26/2025 | 10:20 AM PDT

Date

***Request for Proposal***

---

***STATEWIDE AUTOMATED VICTIM  
NOTIFICATION SERVICES (SAVNS)***

---

Requisition Number: requisition number

CLASS: 952     ITEM: 61

Posting Date: February 14, 2025



**Office of the Attorney General  
State of Texas**

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## 1 INTRODUCTION

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The Texas Office of the Attorney General (OAG) is committed to upholding the highest standards of public service by ensuring that its operations are efficient, effective, and responsive to the needs of the people of Texas. The OAG is issuing this Request for Proposal (RFP) to solicit services of a single or multiple Contractor(s) for the development, implementation, and execution of a Statewide Automated Victim Notification Service (SAVNS) while providing the best value to the State of Texas. The OAG is seeking a solution that aligns with its mission to provide notifications of a Defendant's custody status and any changes in scheduled court events, from Participating Entities to Registered Individuals.

This solicitation is a critical step in our ongoing efforts to enhance the capabilities of our office, address emerging challenges, and ensure that we continue to serve the public with integrity and excellence. Through this RFP, the OAG seeks to partner with Contractor(s) who share our commitment to quality and who can contribute to the success of our initiatives.

### 1.1 Authority

This procurement will be conducted in accordance with the [State Purchasing and General Services Act \(Title 10, Subtitle D, Chapters 2151 through 2176, Texas Government Code\)](#) and the rules of the Comptroller of Public Accounts Statewide Procurement Division (SPD) including, but not limited to, the procedures prescribed by the SPD.

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## 2 OVERVIEW

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### 2.1 Background

The right to be notified of court proceedings is one of the most fundamental rights afforded to crime victims in Article 1, Section 30 of the Texas Constitution and Article 56A.051 of the Texas Code of Criminal Procedure. The Texas Legislature appropriates funds to the OAG to assist county and state entities in establishing, maintaining, and operating an information and notification service for the victims of crime in Texas.

This RFP is for a contracted, SAVNS software as a service (SAAS) for a Statewide Automated Victim Notification System (SAVNS) Solution that shall support Texas state agencies and counties with notifications of a Defendant's and Offender's custody status and any changes in scheduled court events to Registered Individuals.

### 2.2 Current Environment

The OAG currently provides automated victim notification services (via contract) for approximately 150 Participating Entities, including County Jails, County Courts, and the El Paso Community Supervision and Corrections Department (CSCD). See Form B Pricing for a list of Participating Entities.

A potential vulnerability of SAVNS is the possible release of inappropriate information to victims and registered entities. Examples could include sealed case data, juvenile case data, civil case information, and expunged cases. Over twenty software solutions are used by counties in Texas to manage courts, jails, and records. The selected Contractor for SAVNS shall address this potential vulnerability, demonstrate mitigation strategies/options, and create functional and programming options to prevent counties from transmitting inappropriate information from their own software solution into the SAVNS database.

## 2.3 Historical Information

Approximate Number of Defendants to be Tracked (during a year)	Over 500,000
Approximate Number of Court cases to be Tracked (during a year)	Over 2,000,000
Approximate Number of Calls to toll-free line per month Note: This includes only calls to the Contractor's Call Center. The call can be either automated or contractor-agent-assisted, depending on the needs(s) of the caller.	Over 25,000
Average Length of Call	Less than 3 minutes
Expected Performance Service Level	98% of calls answered within 90 sec
Average number of Calls to toll-free line per month that were Contractor agent-assisted	10,000
Average number of Calls to toll-free line per month to conduct a Site Search	25,000
Approximate Number of New Registrations per year	250,000
Approximate Number of Confirmed notification calls	100,000
Approximate Number of e-mail notifications	175,000
Approximate Number of text message notifications	400,000
Statewide Coverage – Population	95%
Statewide coverage – Reported Violent Crime	98%
Approximate Number of Website searches.	Between 300,000 and 400,000 per month.

## 2.4 Scope of Work

The Contractor shall provide a cost-effective and efficient, user-centric SAVNS Solution that allows victims and criminal justice professionals in Texas counties to have access to Defendant information, as outlined in Exhibit B, Data Elements. The SAVNS Solution should integrate information from county and state jail management systems (JMS), county and district court management systems (CMS), and other records management systems (RMS) from judicial and corrections entities in Texas.

The SAVNS Solution must be a reliable, scalable, and flexible platform that can provide near-real-time data and notifications. In addition, the Solution must provide OAG management and counties with access to the database, enabling them to view near-real-time dashboards and create ad hoc reports. It must include a toll-free statewide number and a website with easy entry points for victims to receive standard information and notifications on Defendant status and court events.

General services performed by the Contractor's SAVNS Solution include but are not limited to:

- Development, implementation, operation, maintenance, and monitoring of a statewide victim notification system.
- Programmed controls to ensure that information available to registered users (victims and Interested Parties) does not contain information prohibited from public disclosure.
- Implementation of a toll-free statewide number and website for registering for notifications.
- Development and implementation of a Call Center that is available 24 hours a day, seven days a week.

- Data Interfaces with county and state level JMS, CMS, and RMS systems that ensure Defendant Status Changes are reflected and also updated in SAVNS to prevent public access where prohibited by law, including removal of cases that are no longer subject to public disclosure.
- Oversight of final implementation and sustained notification system maintenance and monitoring.

The OAG will not host the SAVNS system on its servers or house and staff a Call Center. The Contractor shall be required to host the SAVNS system either on its own servers or on a secure “cloud” network that meets Criminal Justice Information System (CJIS) requirements. All services performed by the Contractor must be performed within the contiguous United States.

The OAG and Contractor shall establish a business model with two major components:

1. OAG SAVNS Contract consisting of documents referenced in [Section 12 Contract Documents](#) of this RFP and
2. SAVNS Participating Entities Services Agreement. Each Participating Entity shall enter a services agreement with the OAG SAVNS Contractor. A draft copy of the Participating Entities Services Agreement is attached to this RFP; see Exhibit A: Participating Entities Services Agreement.

### 3 DEFINITIONS

When capitalized, the following terms used in this RFP have the meaning set forth below. All other terms have the meaning set forth in the Merriam-Webster’s Collegiate Dictionary, Eleventh edition.

Table 1: Terms and Definitions

Term	Definition																				
Addendum	A modification of the RFP issued by the OAG and posted on the ESBD.																				
BAFO	Best and Final Offer																				
BC/DR	Business Continuity/Disaster Recovery																				
Booking	After the Defendant is placed into custody, the arrest record is made by obtaining all necessary information from the Defendant. This process is called “booking” the Defendant.																				
Booking Record	A record of an arrest.																				
Business Day	<p>The days (Monday through Friday) on which the OAG is open for business. The OAG is closed for business on the scheduled holidays indicated below. If a scheduled holiday falls on a weekend, the holiday is generally not observed. The OAG Contract Manager or designee will communicate any variation from the standard holiday schedule as it becomes known.</p> <table> <tr> <th>Holiday</th><th>When Observed</th></tr> <tr> <td>New Year’s Day</td><td>January 1</td></tr> <tr> <td>Martin Luther King, Jr. Day</td><td>Third (3<sup>rd</sup>) Monday in January</td></tr> <tr> <td>Presidents’ Day</td><td>Third (3<sup>rd</sup>) Monday in February</td></tr> <tr> <td>Memorial Day</td><td>Last Monday in May</td></tr> <tr> <td>Independence Day</td><td>July 4</td></tr> <tr> <td>Labor Day</td><td>First (1<sup>st</sup>) Monday in September</td></tr> <tr> <td>Veterans’ Day</td><td>November 11</td></tr> <tr> <td>Thanksgiving holidays</td><td>Fourth (4<sup>th</sup>) Thursday &amp; Friday in November</td></tr> <tr> <td>Christmas holidays</td><td>December 24, 25 and 26</td></tr> </table>	Holiday	When Observed	New Year’s Day	January 1	Martin Luther King, Jr. Day	Third (3 <sup>rd</sup> ) Monday in January	Presidents’ Day	Third (3 <sup>rd</sup> ) Monday in February	Memorial Day	Last Monday in May	Independence Day	July 4	Labor Day	First (1 <sup>st</sup> ) Monday in September	Veterans’ Day	November 11	Thanksgiving holidays	Fourth (4 <sup>th</sup> ) Thursday & Friday in November	Christmas holidays	December 24, 25 and 26
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Thanksgiving holidays	Fourth (4 <sup>th</sup> ) Thursday & Friday in November																				
Christmas holidays	December 24, 25 and 26																				
Business Hours	On Business Days, 7:00 a.m. to 6:00 p.m. Local Time																				
Call Center	Central location. which utilizes a single toll-free telephone number, for the Integrated Voice Response (IVR) system and live operators or personnel.																				

Term	Definition
Contract	Any contract resulting from this RFP, consisting of the Contract document(s) as described in <a href="#">Section 12 Contract Documents</a> .
Contractor	The vendor(s) awarded the Contract(s) resulting from this RFP.
Contractor Agent(s)	Contractor's officials, employees, agents, consultants, Subcontractors, and representatives, and all other persons that perform Contract services on Contractor's behalf
Controlled Correspondence	Numbered and tracked correspondence regarding Contract-related issues
Conversion	The conversion from a previous notification system to the SAVNS.
CTCM	Certified Texas Contract Manager
CTCD	Certified Texas Contract Developer
Data Interface	The automated data link between Participating Entity data systems and the Contractor-provided Call Center system.
Defendant	A person who has been charged with a criminal offense against a person under Texas law.
Defendant Status Change	Any notification or change in a Defendant's custody or court status.
Deliverable	An artifact or collection of artifacts and/or documents the Contractor is required to produce.
EIR	Electronic Information Resources
ESBD	Electronic State Business Daily which is available online at <a href="https://www.txsmartbuy.gov/esbd">https://www.txsmartbuy.gov/esbd</a>
FEIN	Federal Employer Identification Number
HSP	HUB Subcontracting Plan
HUB	Historically Underutilized Business
Information Inquiry	An automated service that allows crime victims and Interested Parties to call a toll-free number twenty-four (24) hours a day, seven (7) days a week, 356 days a year to obtain information on a Defendant's custody or court status.
Interactive Voice Response System	An automated telephone system designed to respond to voice instructions or commands.
Interested Party	Any party that wishes to be notified of a change in a Defendant's custody and/or court status.
Key Staff	Any Contractor's staff in a management or decision-making position regarding the Contract. Key Staff includes the Implementation Project Manager, Contract/Engagement Manager, and Project/Operational Manager.
Local Time	Central Standard Time (CST) or Central Daylight Time (CDT), as is then prevailing, in Austin, Texas
NIGP	National Institute of Governmental Purchasing
OAG	Office of the Attorney General
OAG Protected Data and SAVNS Data	OAG Protected Data and SAVNS Data shall mean all documents, reports, data, records, forms, and other materials maintained by or otherwise obtained from the OAG, the Participating Entities, or any individual registered to receive notifications from the SAVNS system, which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by OAG policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas

Term	Definition
	Business and Commerce Code §521.002(a)(2) or any other data or information which: (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known by the OAG, the Participating Entities, or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
Offender	A person who commits an illegal act.
Participating Entity	A state agency or Political Subdivision of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS.
PAR	Progress Assessment Report – a monthly report that is due with each invoice for the entire life of the contract. The report must be submitted to the OAG HUB coordinator as a condition for payment.
Participating Entities Services Agreement	The model contract attached hereto as Exhibit A that shall be used between the Contractor and the Participating Entities.
Political Subdivisions	Refers to state agencies, counties and any other state or local governmental authority within the state of Texas.
Point of Contact	An individual who serves as a coordinator or focal point for information.
Registered Individual(s)	Individual(s) who have registered with the SAVNS and are to be notified of a Defendant's custody or court status.
Registration	When a victim or other Interested Party provides contact information via the internet or through a Call Center to be notified when a Defendant's custody status or court date changes.
Respondent	Any individual, partnership, or corporation submitting a Response. Unless the Contract clearly indicates otherwise, all terms and conditions of this Contract that refer to Respondent apply with equal force to Contractor.
Response	A Respondent's submission to this RFP
RFP	Request for Proposal – A formal document issued by the OAG to the market or vendor community requesting information or proposal for goods or services (this document)
SAVNS	Statewide Automated Victim Notification Service (SAVNS) - A system that establishes and maintains a statewide automated victim notification service for all entities that elect to participate in the Texas program
SAVNS Data	SAVNS Data shall mean all documents, reports, data, records, forms, and other materials maintained by or otherwise obtained from the OAG, the Participating Entities, or any individual registered to receive notifications from the SAVNS system, without regard to whether such data includes the type of information included in the definition of OAG Protected Data and SAVNS Data.
SAVNS Program Manager	A staff member of the OAG's Grants Administration Division assigned to the day-to-day operations of the SAVNS grant program.
Security Incident	An event that results in accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of information or information resources.
Solution	The Contractor's entire Offer including all applications, systems, databases, and website needed to perform the required services.
Subcontractor	An entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. The term does not

Term	Definition
	include employees of the contractor but includes contracted workers who will work on the contract.

## 4 PROCUREMENT INFORMATION

### 4.1 Point of Contact Information

Direct all communication to the Point of Contact (or designee) as shown below. *ANY COMMUNICATION MADE OUTSIDE OF THE POINT OF CONTACT MAY RESULT IN CONTRACTOR DISQUALIFICATION.*

Roxanne D. Koltermann, CTCD, CTCM  
Procurement and Contract Operations Division  
Office of the Attorney General  
P.O. Box 12548 M/C 028  
Austin, TX 78711-2548  
(512) 475-4489  
roxanne.koltermann@oag.texas.gov

Respondents must not contact other OAG personnel concerning this RFP except as permitted by the Point of Contact. The only exception to this requirement is that Respondents may contact the OAG HUB Coordinator directly with questions regarding the proper submission of the HUB Subcontracting Plan (see [Section 5.4. HUB Subcontracting Probability Statement](#)). Failure to comply with this requirement may result in disqualification.

All official communication concerning this procurement will be posted as an Addendum on the ESB. The OAG is not responsible for personally communicating with each potential Respondent for this procurement. Each potential Respondent is solely responsible for checking the ESB for official OAG communication concerning this procurement.

### 4.2 Schedule of Events

The OAG reserves the right to change the dates shown below.

Table 2: Schedule of Events

Event	Date/Time
Deadline for Submission of Questions	February 21, 2025, 4 p.m. Local Time
Questions and Answers Document Posted	February 28, 2025
Deadline for Submission of Responses	March 7, 2025, 4 p.m. Local Time
Expected OAG Evaluation of Responses	March 14, 2025
Expected Time Period for Discussions (if applicable)	March 14-28, 2025
Expected Contract Award Date	April 1, 2025

### 4.3 Questions

Submit all questions regarding this solicitation via the following link:  
<https://texasoag.bonfirehub.com/opportunities/173499>.

The deadline for submitting questions is the date and time listed in [Section 4.2. Schedule of Events](#).

Questions submitted will be answered at the sole discretion of the OAG in an Addendum posted on the Electronic State Business Daily (ESB). Answers will be considered official only if they are posted in an Addendum. Using Table 3, all questions should, to the degree possible, cite the specific RFP section, paragraph, and sentence number(s) to which the question refers.

Information in any form other than the materials constituting this RFP and any Addendum will not be binding on the OAG.

Table 3: Questions and Answers Format



Section#	Paragraph#	Sentence	Question

#### 4.4 Addendum

Should an addition or correction become necessary after an RFP is issued, an Addendum relating to the necessary information will be posted on the ESBD. Respondents are responsible for periodically checking the ESBD for addenda or additional information. *Respondents must acknowledge the Addendum by returning the signature page of the Addendum with the Response.*

#### 4.5 Attachments, Exhibits, and Forms

This RFP includes the following attachments, exhibits, and forms.

Table 4: Attachments

#	Attachments
1	Attachment A- Terms and Conditions
2	Attachment B- Certificate of Destruction for Contractors and Vendors
3	Attachment C- Security Incident Report for Contractors and Vendors

Table 5: Exhibits

#	Exhibits
1	Exhibit A- Participating Entities Services Agreement
2	Exhibit B- Data Elements

Table 6: Forms

#	Forms
A	Respondent's Execution of Proposal and Assurances (with Certification)
B	Pricing
C	Past Performance References
D	Canceled Contract References
E	Respondent Release of Liability (to Reference)
F	Certification Regarding Lobbying
G	Data Security Plan Outline
H	Respondent Information Form
I	Preference to Texas and United States Products and Texas Services
J	Business Continuity/Disaster Recovery Questionnaire
K	Key Staff Past Performance References

## 5 RESPONSE INSTRUCTIONS

### 5.1 Response Information

#### 5.1.1 Response Irrevocability

Responses submitted in response to this RFP are irrevocable for 120 calendar days following the Response Due Date (see RFP [Section 4.2, Schedule of Events](#)). This period may be extended at the OAG Procurement and Contract Operations Division Director's request only by a Respondent's written agreement.

#### 5.1.2 **Costs Incurred**

Respondents understand that issuance of this RFP in no way constitutes a commitment by the OAG to award a Contract or to pay any costs incurred by a Respondent in the preparation or submission of a Response to this RFP. The OAG is not liable for any costs incurred by a Respondent prior to the issuance of or entering into a formal agreement, Contract, or PO. Costs of developing Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the State of Texas.

#### 5.1.3 **OAG Rights**

All submitted Responses become the property of the OAG. The OAG reserves the right to use any and all ideas presented in any Response to the RFP. Selection or rejection of any Response does not affect this right.

The rights of the OAG include, but are not limited to:

1. Cancelling the RFP at its sole discretion
2. Suspending the procurement process and issuance of RFP addenda
3. Rejecting, in whole or in part, any and all Responses received in response to this RFP
4. Waiving administrative deficiencies and/or minor technicalities in Responses received
5. Utilizing any and all ideas submitted in the Responses received
6. Directing any Respondent to submit Response modifications addressing subsequent RFP addenda
7. Eliminating any requirements that are not met by all Respondents upon notice to all parties submitting Responses
8. Making typographical corrections to Responses, with the written concurrence of the Respondent
9. Changing computational errors with the written concurrence of the Respondent
10. Requesting Respondents to clarify their Responses and/or submit additional information pertaining to their Response
11. Making an award without:
  - a) Requesting clarification of Responses
  - b) Allowing modifications of the Responses
  - c) Discussing and/or negotiating the Responses
  - d) Requesting a BAFO

#### 5.1.4 **Ethics of the Competitive Process**

To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:

- a competitor of the Respondent
- any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent
- a related entity of the Respondent engaged in the same line of business as the Respondent
- any other party, other than the OAG POC.

***This prohibition is in effect during the preparation of the Response and while the Response is pending with the OAG, including the negotiation and finalization of any resulting Contract.*** In this context, the term "related entities" includes, but is not limited to, affiliates, subsidiaries, associates, branches, and divisions. It does not include entities that may occasionally enter into teaming agreements with one another to provide services under a contract with a third party but otherwise have no legal relationship with each other. The Respondent may communicate with

teaming partners, Subcontractors, and other entities that are part of the Respondent's offer as long as they are not part of another offer.

When a related entity of the Respondent (whether related at the time Responses are due or at any time thereafter) submits a competing Response, the OAG may require additional information to ensure each separate offer is independent.

Failure to provide or fully disclose all such information immediately upon any recognition of ethical violation(s) may, at OAG discretion, disqualify Respondent or result in the termination of any resulting Contract. ***RESPONDENT HAS AN ONGOING DUTY TO UPDATE ALL INFORMATION INCLUDED IN ITS OFFER AT ANY TIME THAT SUCH INFORMATION CHANGES.***

## **5.2 Response Submission**

### **5.2.1 Response Delivery**

Submit the Response via this link: <https://texasoag.bonfirehub.com/opportunities/173499>.

### **5.2.2 Response Organization**

The Response must be signed and contain a paginated table of contents corresponding to the following sections:

- Section 1: Company Qualifications
- Section 2: Solution
- Section 3: Financial Assurance
- Section 4: Assumptions and Exceptions
- Section 5: Proprietary or Confidential Information
- Section 6: HUB Subcontracting Probability Statement
- Section 7: Forms
- Section 8: Pricing
- Section 9: Technology Accessibility
- Section 10: Information Protection Provisions

### **5.2.3 Timeliness of Response**

To be eligible for consideration, Responses must be received by the OAG sole Point of Contact no later than the date and time specified in [Section 4.2, Schedule of Events](#). Late Responses will not be considered under any circumstance.

The Respondent is solely responsible for allowing enough time for the timely receipt of the Response by the sole Point of Contact.

## **5.3 Response Contents**

### **5.3.1 Section 1: Company Qualifications**

#### **5.3.1.1 Organizational Summary**

The Respondent shall submit a summary of no more than five (5) pages summarizing the Respondent organization's overall qualifications and experience to carry out a contract of this nature and scope. If more than five (5) pages are provided, only the first five (5) pages will be considered. In addition to the summary, the information in Sections [5.3.1.2](#) through [5.3.1.10](#) is required; however, it will not count against the five (5) page limit.

#### **5.3.1.2 Description of Respondent's Business and its Legal Relationships**

The Respondent shall provide a description of the business (and if this is a joint venture, describe all businesses involved in the venture), including:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number

- FEIN

The Respondent will provide the name(s) and provide description(s) of any relationship(s) with any individual or entity that are, or may be, in any way related, directly or indirectly, in preparation of a Response and/or performance of the Contract.

This requirement to disclose and describe information includes any individual(s) and/or entity(ies) that provide financing or otherwise financially support, or expect to financially support, the Respondent in its performance of services under the Contract.

If the business is a division or subsidiary of any other organization, the summary will include the following information about the parent organization:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- FEIN

#### 5.3.1.3 **Description of Subcontractors**

The Respondent shall provide a list of the Subcontractors who will provide goods or services under the Contract, including the following information:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- Listing of each principal partner or officer
- FEIN
- Percentage estimate of the Subcontractor's contribution to the overall Contract

If the subcontracting company is a division or subsidiary of any other organization, the Respondent shall include the following information about the subcontracting company's parent organization:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- FEIN

#### 5.3.1.4 **Past Performance References**

The Respondent shall provide a list of no more than five (5), but no less than three (3) contracts performed by the Respondent as the prime Contractor within the three (3) years preceding the issuance of this RFP, for which the Respondent was the prime contractor and that are similar in nature and scope to the work described in this RFP. All past performance references should be listed on *Form C, Past Performance References* (the Respondent may make copies of the form as necessary).

For any listed contract, the Respondent must provide the following information:

1. Customer's company or entity name
2. Address
3. Contact name, telephone number, and email address The contact must be a senior representative from the customer who worked directly with the Respondent and can answer questions about their performance. If the reference is the OAG, this information is not needed.

4. Contract award date and the operational start (the date the Respondent's work/solution was fully operational) and end dates
5. Summary description of the contract and the services provided
6. Signed *Form E, Respondent Release of Liability (to Reference)* for each reference absolving the listed entity from liability for information provided to the OAG concerning the Respondent's performance of its engagement

5.3.2 **Section 2: Solution**

- Response to Statement of Work
- Response to implementation/onboard transition requirements
- Organization chart and Key Staff resumes
- End of contract transition
- Continuous improvement
- Response to Performance Management

5.3.3 **Section 3: Financial Assurance**

5.3.3.1 **Bankruptcy Disclosure**

The Respondent shall disclose if and when it has filed for bankruptcy within the last seven (7) years or make an affirmative statement that the Respondent has not filed for bankruptcy within the last seven (7) years.

If a Respondent is conducting business as a corporation, partnership, limited liability partnership, joint venture, or other form of artificial person, the Respondent shall disclose whether any of its principals, partners, or officers has filed for bankruptcy within the last seven (7) years.

5.3.3.2 **Litigation Disclosure**

The Respondent shall describe any docketed or adjudicated civil or criminal litigation that has occurred within the past ten (10) years, the date of inception, jurisdiction and cause number, a brief description of the action, and current status or disposition.

If the Respondent has no litigation within the past ten (10) years, then the Respondent shall provide an affirmative statement that there has been no litigation in the past ten (10) years.

5.3.3.3 **Dun & Bradstreet**

The Respondent shall submit a current Dun & Bradstreet "Comprehensive Insight Plus Report" prepared within thirty (30) calendar days prior to submitting the Response. If the Respondent is not rated by Dun & Bradstreet, the Respondent may submit a report similar in content and detail to the Dun & Bradstreet "Comprehensive Insight Plus Report" from Standard & Poor's or any similar report providing sufficient documentation to allow verification of the Respondent's financial viability, as long as the report was prepared within thirty (30) calendar days prior to submitting the Response.

This report should, at a minimum, include:

- Business and Principal history
- Financial Statement or, at a minimum, a Financial Statement Summary
- Creditworthiness assessment based on past performance
- Details of any public filings, such as suits, judgments, liens, bankruptcies, UCC filings, etc.
- Payment history
- Description of affiliated companies and branches

5.3.3.4 **Financial Statements**

The Respondent shall submit audited financial statements for the Respondent's three (3) most recent years prior to submitting a Response, including one (1) for the Respondent's fiscal year ending within twelve (12) months prior to submitting the Response. If any of the audited statements are not available, then unaudited financial statements may be submitted if

certified as “true, accurate, and complete” by the Respondent’s chief financial officer and/or treasurer/controller.

At a minimum, the Respondent shall submit the following basic financial statements:

- Balance Sheet (also referred to as a Statement of Financial Condition): Reports a company's assets, liabilities, and net equity as of a given point in time
- Income Statement (also referred to as a Profit and Loss or a Revenue and Expense statement): Reports a company's results of operations over a specific accounting period
- Cash Flow Statement: Reports a company's cash flow activities, particularly its operating, investing, and financing activities

5.3.3.5 **Additional requirements for subsidiaries and Subcontractors**

If the Respondent is either a subsidiary of a parent company or subcontracting with any entity that represents greater than or equal to 10% of the gross dollar value of the Respondent’s Pricing Submission, then financial documentation as required in Sections [5.3.3.3, Dun & Bradstreet](#) and [5.3.3.4, Financial Statements](#) must be submitted for that parent or Subcontractor. The requested information for the parent is not necessary if the Respondent is a wholly owned subsidiary.

5.3.3.6 **Availability of information**

If any of these elements are not available, Respondents shall provide a written statement explaining why each element is unavailable. The OAG, in its sole discretion, will determine the adequacy of any information provided.

5.3.3.7 **Additional information**

The OAG reserves the right to request additional financial information, as it deems necessary, to evaluate the Respondent and/or the Respondent’s parent or Subcontractors and, by submission of a Response, the Respondent agrees to provide the same.

5.3.4 **Section 4: Assumptions and Exceptions**

The Respondent will explicitly set forth any assumptions regarding, or exceptions to, any part of this RFP, referencing the specific RFP section number (formats shown below). **Any assumption or exception may result in the Contract not being awarded to the Respondent.**

Table 7: Assumptions

Section #	Section Title	Assumption

*Assumptions may impact the scoring of the corresponding sections of the Response.*

Table 8: Exceptions

Section #	Section Title	Exception	Proposed Language

*Exceptions may impact the scoring of the corresponding sections of the Response.*

If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP.

If a Respondent does not take exception to or make an assumption regarding any requirement, term, or condition of this RFP in its Response, the Respondent shall be deemed to have accepted such requirement, term, or condition as is. **This applies to all parts of the RFP, including the terms and conditions set forth in [Section 15, TERMS AND CONDITIONS](#).**

5.3.5 **Section 5: Proprietary or Confidential Information**



The Respondent shall explicitly identify in this section, using the format provided in [Table 9: Proprietary or Confidential Information](#), any proprietary or confidential information; see [Section 13. Public Information Act](#). If there are no parts of the Response to the SOW that should be treated as proprietary or confidential, Respondents shall explicitly state in their response.

**Table 9: Proprietary or Confidential Information**

Section #	Section Title	Page #	Comment

**5.3.6 Section 6: HUB Subcontracting Probability Statement**

The Respondent must submit the required HUB Subcontracting Probability Statement as described in Section 5.4

**5.3.7 Section 7: Forms**

- 5.3.7.1 The Respondent shall include the forms described in [Section 4.5. Attachments, Exhibits, and Forms](#) unless otherwise noted in this document.

**5.3.8 Section 8: Pricing**

***Important:*** Form B, Pricing must be provided as a separate document.

The Respondent shall complete and return Form B, Pricing, with its Response. **Do not include price information in any other portion of the Response.**

**5.3.9 Section 9: Technology Accessibility**

Before acceptance, the contractor shall provide an Accessibility Conformance Report (ACR) for each Information and Communication Technology (ICT) item that is developed, updated, configured for the OAG, and when product substitutions are offered. The ACR should be based on the latest version of the [Voluntary Product Accessibility Template \(VPAT®\)](#) provided by the [Information Technology Industry Council \(ITIC\)](#). To be considered for award, an ACR must be submitted for each ICT Item, and must be completed according to the instructions provided by ITIC.

Before acceptance, when the contractor is required to perform testing to validate conformance to the OAG's accessibility requirements, the contractor shall provide a Supplemental Accessibility Conformance Report (SAR) that contains the following information:

- Accessibility test results based on the required test methods.
- Documentation of features provided to help achieve accessibility and usability for people with disabilities.
- Documentation of core functions that cannot be accessed by persons with disabilities.
- Documentation on how to configure and install the ICT item to support accessibility.
- When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.), provide information on how the ICT item enables the creation of accessible electronic content that conforms to the Revised 508 Standards, including the range of accessible user interface elements the tool can create.

Before final acceptance, the contractor shall provide a fully working demonstration of the completed ICT Item to demonstrate conformance to the OAG's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.

Before acceptance, the OAG reserves the right to perform independent testing to validate that the ICT solution provided by the contractor conforms to the applicable Revised 508 Standards.

\*Accessibility ICT items are products or services that can be used by all intended users, considering their differing capabilities

- 5.3.9.1 State agencies and institutions of higher education must procure products, or the development of products, which comply with the State of Texas Accessibility requirements for Electronic and

Information Resources as required by [Chapter 2054, Subchapter M of the Texas Government Code](#) and by the Rules of the Texas Department of Information Resources (DIR) adopted in [TAC, Title 1, Chapter 206 and/or 213](#) when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

The Respondent shall provide in this section:

1. For products: accessibility information through either a completed Voluntary Product Accessibility Template (VPAT) or equivalent reporting document via a Uniform Resource Locator (URL) with the completed template/document or a URL to request the completed template/document.
2. For services: credible evidence of the Respondent's capability or ability to produce accessible EIR products or services. Such evidence may include, but is not limited to, a Contractor's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.
3. For the duration of the Contract, the Contractor shall provide updated VPAT(s) and/or credible evidence as discussed above as necessary when changes to provided products and/or services are made.

#### 5.3.10 **Section 10: Information Protection Provisions**

1. The Respondent shall describe how it will comply with the requirements included in Form G Data Security Plan Outline, within 14 Business Days after award and Section 14, Information Protection Provisions.
2. The Respondent shall describe the Solution components that are TxRAMP (see Section 14.3.7) or FedRAMP authorized.

### **5.4 HUB Subcontracting Probability Statement**

It is the policy of the OAG to promote and encourage contracting and subcontracting opportunities for State of Texas certified Historically Underutilized Businesses in compliance with [Texas Government Code, §2161.001-253](#) and [Texas Administrative Code \(TAC\), Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.285](#). Respondents are encouraged to become HUB-certified. State of Texas HUB Certification Application Forms are located at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

Definitions for State of Texas HUB certifiable businesses can be found in [TAC, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.282](#); more information is available on the [Texas Comptroller of Public Accounts](#) website.

Please ensure that the potential HUB Subcontractor's status is "A" (Active).

The OAG has determined that there are probable subcontracting opportunities in the scope of the work for this RFP.

*The HUB Goal for this procurement is 26%.*

The OAG has provided a list of potential areas of subcontracting based upon the OAG's understanding of this procurement request. Respondents are not limited to the potential subcontracting areas listed below. The OAG is relying upon the Respondent's expertise to fully identify subcontracting opportunities that best align with their organization and this RFP. Respondents who intend to subcontract are responsible for identifying all areas that will be subcontracted. In accordance with [TAC, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.282](#), a Subcontractor is defined as a person who contracts with a prime contractor to work or contribute toward completing work for a governmental entity.

The following is a list of potential areas of subcontracting by National Institute of Governmental Purchasing class and item codes based upon the requirements of this procurement.

Table 10: NIGP Codes

Class	Item	Description
952	61	Law Enforcement, Community Relations Services, Including Victim Notification Services

*Respondents must complete and return a HUB Subcontracting Plan with all Responses to be considered responsive. If the Response does not include a completed HSP, the Response shall be rejected as a material failure to comply with advertised specifications. All prime vendors (HUB or Non-HUB) are required to comply.*

Additionally, the Contractor must update the HSP during the course of the Contract should any changes occur.

- The HUB Subcontracting Plan on the Texas Comptroller of Public Accounts website guides the Respondent through the various fields and assists them in completing the HSB correctly: <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.
- The Centralized Master Bidders List – HUB Directory Search allows Respondents to search for HUB vendors by NIGP class and item: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>.
- NIGP codes can be found in the NIGP Commodity Book: <https://www.comptroller.texas.gov/purchasing/nigp/>.
- Minority and women-owned business association resources are available for subcontracting solicitation notices to State of Texas HUB vendors. See: <https://comptroller.texas.gov/purchasing/vendor/hub/resources.phph>
- Progress Assessment Reports (PAR) are due monthly with the invoice. This is a condition for payment. All PAR reports must be emailed to [texashubs@oag.texas.gov](mailto:texashubs@oag.texas.gov). The PAR reports will remain due for the entire life of the contract.

For questions regarding the HSP, identifying HUB vendors with proper NIGP codes, or the State of Texas HUB Program, contact the OAG HUB Coordinator, Serlester Boone, at (512) 936-0522 or [serlester.boone@oag.texas.gov](mailto:serlester.boone@oag.texas.gov). This is the only exception to the single Point of Contact listed in [Section 4.1, Point of Contact Information](#).

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## **6 CONTRACT TERM**

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### **6.1 Initial Term and Renewal**

The resulting Contract shall be effective upon execution, with the initial term ending on August 31, 2026. The Contract may be renewed for two (2) optional, two (2) year renewal terms, with the first optional renewal term beginning on September 1, 2026, and ending on August 31, 2028, if exercised. The decision to renew the Contract shall be at the sole and absolute discretion of the OAG. Such renewals shall be subject to the requirements of the Contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. By submission of a response to this RFP, the Respondent agrees to be bound, for the initial term of the Contract and for any renewal term which the OAG may elect to exercise, to perform the described services at the rates specified in the Contract resulting from this RFP.

### **6.2 Option to Extend**

The Contractor agrees that the OAG may require continued performance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract, for the purpose of awarding a contract and transitioning services to a new service provider without service disruption. The Contractor agrees that the OAG may require continued performance for a series of thirty (30) calendar day increments. Such extension of services will be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination will be extended pursuant to this provision. During the Contract transition extensions, the Contractor will be compensated for services for as long as the Contractor is providing such services. Once a service is transitioned from the Contractor to a new service provider, payment to the Contractor shall cease. The OAG may exercise this option upon thirty (30) calendar days written notice to the Contractor.

## 7 STATEMENT OF WORK

### 7.1 General Requirements

- 7.1.1 Upon contract award, the Contractor shall conduct a discovery phase and perform an "as-is" business process analysis to validate the requirements outlined in this RFP and to identify any additional requirements not explicitly specified herein.
- 7.1.2 The Contractor shall provide a fully operational OAG-approved SAVNS Solution no later than four (4) months after the contract award. The OAG, at its sole discretion, may grant additional time.
- 7.1.3 The Contractor shall develop an implementation plan which results in zero loss in services and data from the existing, operational SAVNS Solution when deployed.
- 7.1.4 The Contractor shall implement the SAVNS system to the Participating Entities by population size from largest to smallest or by another plan as approved by the OAG.
- 7.1.5 The Contractor shall develop a verification process to ensure all entities and Registered Individuals in the current SAVNS database are able to maintain their accounts and accessibility to the case and Defendant information for which they are currently registered to have access.
- 7.1.6 The Contractor shall work with the OAG to develop standardized outreach materials (e.g., brochures, posters) that educate and encourage victims to use the Contractor's SAVNS website or toll-free number to register to receive notifications. Materials are subject to OAG approval. All approved materials must be accessible and available in English and Spanish. The outreach materials will include, but are not limited to:
  - 7.1.6.1 What steps to take when access to case or Offender/Defendant information is interrupted or not available.
  - 7.1.6.2 How registered entities and users can verify their account login and access to information and what steps a registered user must take to restore an inactive account.
  - 7.1.6.3 The Contractor shall provide all printed materials to the OAG for distribution.
  - 7.1.6.4 Upon request of the OAG, the Contractor shall execute a document to assign the toll-free number used for the Call Center, to the OAG at any time during the performance of the Contract or any time after the termination or expiration thereof.
- 7.1.7 The Contractor shall develop and implement a Call Center that is available 24 hours a day, seven days a week.

### 7.2 Technical Requirements

- 7.2.1 The SAVNS Solution shall secure and protect data collected within the system, with transparency, standards conformance, and regulatory compliance according to all applicable local, state, and federal laws and regulations.
- 7.2.2 The SAVNS Solution shall meet Criminal Justice Information System (CJIS) compliance standards.
- 7.2.3 The SAVNS Solution shall use the National Information Exchange Model (NIEM) data format for effective internal and external data sharing.
- 7.2.4 The SAVNS Solution shall provide a centralized data warehouse with self-service reports, audit, and business intelligence tools.
- 7.2.5 The SAVNS Solution shall be configurable with "out-of-the box" business rule automation to provide user-controlled screen development, data element edits/additions, insertions or edits of Offender status notification triggers, notification preference flows, creation of forms and notification email, letter, and text templates in English and Spanish, workflow, user roles, and dashboards.

- 7.2.6 The SAVNS Solution shall be scalable, upgradable, and provide multi-tenant architecture.
- 7.2.7 The SAVNS Solution shall handle a potential volume increase to two million Registered Individuals and up to six (6) million Offender Booking Records with ongoing Defendant Status Changes.
- 7.2.8 The SAVNS Solution shall incorporate automation to upload multiple files each day of Offender demographic data and Offender status information, which will be linked with victim contact information and method of notification preferences stored within the SAVNS solution.
- 7.2.9 The SAVNS Solution victim and Offender data shall not be shared, uploaded, or sold to a third-party or subsidiary, or any other entity without prior written consent by the OAG.
- 7.2.10 When an Offender warrant is issued and uploaded in the SAVNS Solution a notification shall begin within fifteen (15) minutes.
- 7.2.11 Based on the Offender status information from the files, the SAVNS solution notification process must be integrated entirely within the SAVNS system to:
  - 7.2.11.1 Build a Defendant profile which may include pictures of the Defendant and must deploy cross reference technology.
  - 7.2.11.2 Transfer and link Registered Individual notification data throughout the statewide system based on identified data elements included in Exhibit B, Data Elements.
  - 7.2.11.3 Be user-centric and designed for user ease and victim-sensitivity as a priority.
  - 7.2.11.4 Log every communication with each Registered Individual.
  - 7.2.11.5 Auto-generate notification to any victim linked to an Offender following the notification rules and notification templates integrated within the SAVNS solution.
  - 7.2.11.6 Use a toll-free statewide number and website for registering for notifications.
  - 7.2.11.7 Provide an application for iOS and Android devices for users and available at no cost for users.
  - 7.2.11.8 Incorporate Interactive Voice Response (IVR) System to automate inbound and outbound calls or short message service (SMS) notifications.
  - 7.2.11.9 Integrate with a private branch exchange (PBX) telephone network for victim support.
- 7.2.12 The SAVNS Solution shall work effectively with current mobile technology.
- 7.2.13 The SAVNS Solution shall be compatible with Microsoft 365 (MS365) and SharePoint.
- 7.2.14 The SAVNS Solution shall be linked with a 24/7 public internet portal for real-time access to information and to allow victims to manage their Registration profiles and notification preferences at their convenience.
- 7.2.15 The SAVNS Solution shall support the data migration of victim services data (victim contact/notification method preferences and Offender information with Defendant Status Changes), that triggered notification and detailed case management records from existing external JMS, CMS, and RMS systems managed by third-party vendors.
- 7.2.16 The SAVNS Solution must maintain a reliable 99.9% uptime performance for the SAVNS core system, Participating Entity Data Interface services, and Interested-Party notification Data Interfaces.
- 7.2.17 The SAVNS Solution must have the ability to transfer/link Registered Individual/notification data throughout the statewide system based on identified data elements included in Exhibit B, Data Elements.
- 7.2.18 The SAVNS Solution must be user-centric designed/created with user ease and victim-sensitive as a priority and provide statewide notifications.

### **7.3 Requirements for the Contractor Regarding Participating Entities**

- 7.3.1 A potential vulnerability of SAVNS is the possible release of inappropriate information to victims and registered entities. Examples could include sealed case data, juvenile case data,

civil case information, and expunged cases. There are over twenty software solutions used by counties in Texas to manage records from district and county courts and county jails. The selected Contractor for SAVNS shall address this vulnerability, demonstrate mitigation strategies/options, and create functional and programming options to prevent counties from transmitting inappropriate information from their software solution into the SAVNS database.

- 7.3.2 The SAVNS Solution shall interface with jail Booking systems, county and district courts, prosecutor information management systems, community supervisor and corrections departments as requested, and other related information systems within each Participating Entity. These services will be provided via a Participating Entities Services Agreement between the Participating Entity and the Contractor based on Form B Pricing.
- 7.3.3 The SAVNS Solution shall allow for the capture, storage, and transmission of authorized data, to include, but not limited to, the data elements in Exhibit B, Data Elements.
- 7.3.4 The SAVNS Solution shall provide for all data from each Participating Entity to be stored in a centrally located database and accessible by the respective Participating Entity and the OAG for reporting purposes.
- 7.3.5 The Contractor shall provide each Participating Entity with process/procedures for registering victims/Interested Parties and for victim/Interested Parties to self-register.
- 7.3.6 The SAVNS Solution shall provide an override control for Participating Entity staff to cancel a notification call, delete a telephone number from the system, to discontinue a registered number when it has been determined that the number has been incorrectly entered into the system, is no longer a valid number, or a password has been lost or to override blocked individual victim or Defendant information.
- 7.3.7 The SAVNS Solution shall provide restricted access, while the OAG will have administrative access to a secure Internet site for staff in each Participating Entity and the OAG, offering the following functionality:
  - Customizable dashboard
  - Access to the statistical information for monitoring purposes
  - The capability to run ad hoc reports on statistical information
  - The capacity to print notification letters for victims who have registered an address for notification.
  - The capability to change notification letter wording with the appropriate level of security
  - Technical support information
  - On-line access for manual and training material
  - Contact information
  - Participating Entity-specific configuration information
- 7.3.8 Each Participating Entity shall be responsible for all ongoing service and maintenance costs for the Data Interfaces between their legacy systems and the SAVNS, including the integrity (accuracy and timeliness) of the data.
- 7.3.9 The Contractor will be responsible for all data exchange between the Participating Entity SAVNS Data Interface and the core SAVNS installation, including the integrity (accuracy and timeliness) of the data. Minimum functionality of this Data Interface must include options to prevent possible transmission of unauthorized case data from sealed cases, juvenile cases, civil cases, expunged cases, and other cases prohibited from public disclosure.
- 7.3.10 The Contractor shall be responsible for providing upgrades, maintenance, and continuing service for all Contractor-owned equipment and the SAVNS.
- 7.3.11 The SAVNS Solution shall maintain and destroy all data received from each Participating Entity in accordance with Section 14.2.5 and Texas Grant Management Standards and/or Federal Grant Management Standards under 2 C.F.R 200.



## **7.4 Requirements for Interested Parties**

- 7.4.1 The SAVNS Solution shall allow any person or entity who is a Registered Individual, without regard to their relationship to the Defendant, to register to receive notifications related to the custody and/or court status of the identified Defendant.
- 7.4.2 The SAVNS Solution shall provide a full range of Registration, notification and Information Inquiry services accessible through a single statewide toll-free access number to a centralized Call Center 24-hours a day, 7 days a week, 365 days a year and available from anywhere in the United States.
- 7.4.3 The SAVNS Solution shall ensure that 98% of the Call Center calls are answered within ninety (90) seconds or less and are not placed on hold or in a call queue.
- 7.4.4 The SAVNS Solution shall include an Interactive Voice Response (IVR) System to support Registration, notification and Information Inquiry services including automated responses to victims, criminal justice professionals and any other Interested Parties.
- 7.4.5 The SAVNS Solution shall provide notification to any Registered Individuals when there is a change in the Defendant's custody status, in the manner chosen by the registered party, including but not limited to, email, text, or phone call.
- 7.4.6 The SAVNS Solution shall provide notification to any Registered Individuals when a corresponding court event occurs related to the Defendant specified by the Registered Individual.
- 7.4.7 The SAVNS Solution shall provide a restricted access, secured Internet site for Interested Parties with the following functionality:
  - Online Registration
  - Ability to identify Defendants to monitor/track
  - Notification by email
  - Notification by text
  - Information Inquiry
  - SAVNS contact information

## **7.5 SAVNS Notifications:**

- 7.5.1 For safety-related Defendant Status Changes, such as Defendant release or escape, notification shall begin within fifteen (15) minutes of Participating Entity uploading the event into the database and continue every thirty (30) minutes for a minimum of twenty-four (24) hours or until the Registered Individual acknowledges contact. All other calls, such as court events, will be placed between 7 a.m. and 9 p.m.
- 7.5.2 Notification patterns and intervals for other notification requirements will be determined and mutually agreed upon by the OAG and Contractor during the implementation.
- 7.5.3 Notification patterns will not exceed forty-eight (48) hours per notification.
- 7.5.4 The SAVNS Solution shall allow Interested Parties to register for notifications with as many Defendants and telephone numbers, including but not limited to home, work and cellular numbers.
- 7.5.5 The SAVNS Solution shall provide all services in English and Spanish.
- 7.5.6 The Call Center shall be able to respond to callers who are deaf, hearing impaired, or with limited English proficiency.

## **7.6 Data Security and Confidentiality**

- 7.6.1 The Contractor shall maintain the confidentiality of all OAG Protected Data and SAVNS Data, and all data received from the OAG, the Participating Entities, any individual registered to receive notifications from the SAVNS system, or any other data that is received as a result of Contractor providing the services required under this RFP and any resulting contract(s) or purchase order(s).

- 7.6.2 The Contractor must be Criminal Justice Information Services (CJIS) Compliant. This requirement must be maintained throughout the term of the contract including any optional renewal years.
- 7.6.3 Data Security Plan. The Contractor shall deliver and maintain a security incident plan in accordance with the criteria set forth in the Contractor's privacy and security policy and shall implement the procedures required under such security incident plan on the occurrence of a Security incident, in compliance with the requirements of Texas Business and Commerce Code § 521.053 ("Notification Required Following Breach of Security of Computerized Data"). This plan shall be delivered in writing to the OAG within 14 Business Days following the award of this contract (Please refer to Form G Data Security Plan Outline). The contractor shall report, in writing, to the OAG any Security Incident within 24 hours after discovery. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of the Contractor. It shall also include the stages of the data security plan that has been implemented along with the next steps to mitigate the current and future risks. The contractor shall provide investigation updates to the OAG daily.
- 7.6.4 Contractor shall not sell, provide, or otherwise commercialize any OAG Protected Data and SAVNS Data, nor any other data received from the OAG, the Participating Entities, any individual registered to receive notifications from the SAVNS system, or any other data received as a result of Contractor providing the services required under this RFP and any resulting contract(s) or purchase order(s) without the prior written consent from the OAG, except where disclosure is required by law.
- 7.6.5 Notwithstanding the foregoing, the Contractor shall provide prior written notice to the OAG before any disclosure of the aforementioned data to any party, for whatever reason, whether required by law or court order. The Contractor must receive written OAG approval prior to any release of data. If there is a release of information without prior written authorization, the Contractor must submit notification immediately to the SAVNS Program Manager as well as the Division Chief of the Crime Victim Services Division.

## **7.7 Staffing Requirements**

### **7.7.1 Project Management Standards**

- 7.7.1.1 The Contractor's staff that is focused on the Texas SAVNS system must have significant knowledge, skills, experience and ability in the areas of Contract Management, Project Management, Support Services Management, and Financial Management. The names of the assigned individuals shall be made known to the OAG. Any individual performing work under this agreement is subject to the following:
  - 7.7.1.1.1 The Contractor must submit a written request to the OAG before placing, assigning or reassigning any Contractor staff. The request shall include a description of the work to be performed and a resume containing a description of the proposed staff's knowledge, skills, abilities, and qualifications.
  - 7.7.1.1.2 Before any Contractor staff is placed, assigned or reassigned, the Contractor must receive the written approval of the OAG.

### **7.7.2 Project Manager (PM)**

- 7.7.2.1 The Project Manager assigned to the project shall be certified and have at least 5 years of project management experience. Other staff assigned to the project should have at least 5 years of experience working on similar projects.
- 7.7.2.2 The Contractor's Project Manager shall be responsible to the OAG and the participating entities for the following project activities:
  - 7.7.2.2.1 Coordinate and serve as the central point of contact for all activities related to the technical implementation of the SAVNS.
  - 7.7.2.2.2 Coordinate the efforts of all Contractor staff, Subcontractors, team members, and other Interested Parties.
  - 7.7.2.2.3 Provide weekly briefings to the OAG's project manager, and other designated OAG staff members on the progress of the implementation. Ensure that the

- meeting agenda is sent to the OAG at a minimum of 24 hours prior to the scheduled weekly briefing and monthly Steering Committee meeting.
- 7.7.2.2.4 Provide written minutes of each briefing meeting to the OAG within three (3) calendar days of each meeting.
- 7.7.2.2.5 Monitor participating entities operating under service agreements to ensure ongoing compliance with the scope of work and operational standards.
- 7.7.2.2.6 Provide monthly written reports on the status of the project.
- 7.7.2.2.7 Submit all project Deliverables in accordance with the approved and established acceptance criteria.
- 7.7.2.2.8 Provide change control coordination protocols as developed with OAG PM.
- 7.7.2.2.9 Review design specifications and validate system flow for accuracy and functionality.
- 7.7.2.2.10 Provide an Integration Plan, which specifies how the system will integrate or interface with the OAG SharePoint and Microsoft Outlook (if applicable).
- 7.7.2.2.11 Develop/configure the application with written approval from the OAG PM.  
Coordinate with each participating county to prepare for data Conversion, migration, and continued data feeds needed to support the application.
- 7.7.2.2.12 If applicable, coordinate data Conversion and migration of victim services data currently used by an external public faced notification system and the data stored within an external case management system.
- 7.7.2.2.13 Provide sample representative data to use in test activities, ensuring that testing results simulate production results.
- 7.7.2.2.14 Provide a Problem Reporting Plan for documenting any problems that are discovered during User Acceptance Testing (UAT).
- 7.7.2.2.15 Perform UAT with the OAG to ensure that the major business functionality works correctly, that the documented system requirements are met, and that the system supports the use cases defined in the system documentation.
- 7.7.2.2.16 Provide a means to report problems and resolutions during testing and implementation phases.
- 7.7.2.2.17 Ensure transaction performance metrics, tuning and optimization, and monitoring with OAG oversight prior to project completion.
- 7.7.2.2.18 Provide documentation outlining the operational best practices utilized for ongoing maintenance and support to ensure the private application and the public portal are reliable 24/7.
- 7.7.2.2.19 Define methodology to protect sensitive data and applications from unauthorized access or usage during cloud contract maintenance or in the event of termination of cloud service and migration of data and applications to a different service center.
- 7.7.2.2.20 Upon acceptance of functional testing results, create and implement the application.
- 7.7.2.2.21 Update test environment for future development and testing for all applications.
- 7.7.2.2.22 Monitor participating entities operating under service agreements to ensure ongoing compliance with the scope of work and operational standards.
- 7.7.2.2.23 Be available approximately one (1) month prior to the starting date of the finalized contract to ensure a smooth transition between Contractors, if necessary.
- 7.7.2.2.24 Be available approximately three (3) months after termination of the contract to support transition between Contractors, if necessary.

### 7.7.3 **Support Services Manager**

- 7.7.3.1 The Contractor's Support Services Manager shall be responsible, subsequent OAG approval, to the participating entities for the following items:
  - 7.7.3.1.1 Promotions and SAVNS materials.

- 7.7.3.1.2 Performance-based curriculum development and lesson plans.
- 7.7.3.1.3 Technical performance training.
- 7.7.3.1.4 SAVNS Awareness Training shall be offered to all Participating Entities on a two (2) year basis.

#### 7.7.4 **Financial Specialist**

- 7.7.4.1 The Contractor's Financial Specialist shall be responsible to the OAG for the following items:
  - 7.7.4.1.1 Issuing Contractor invoices to the Participating Entity subsequent to the date an OAG grant contract is executed. See RFP [Section 10 INVOICING](#)
  - 7.7.4.1.2 Coordinating verification of relationship between executed service agreements and executed grant contracts.
  - 7.7.4.1.3 Forwarding copies to the OAG of all executed service agreements with the participating entities and invoices sent to a Participating Entity.

### 7.8 **Optional Services**

- 7.8.1 The OAG and/or a Participating Entity may request optional services, programming changes, or both after implementation of the Contractor's Solution. This decision will be within the sole discretion of the OAG. If the OAG elects to exercise this option, the OAG will provide the Contractor with a statement of work and the Contractor shall provide the OAG with proposed pricing. Contractor shall provide such services at the same rates proposed in Form B Pricing as attached and incorporated into the Contractor's response.
- 7.8.2 Contractor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of a Participating Entity. Any grant dollars issued by the OAG to a Participating Entity shall be utilized solely as a reimbursement for the Bi-Annual Fees incurred for Contractor's provision of the Participating Entity services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.
- 7.8.3 The OAG may accept or reject the Contractor's proposal, refine the requirements, and negotiate final costs.
- 7.8.4 The OAG is not responsible or liable for payment for software development/modifications until the OAG determines that any associated test results are acceptable.

### 7.9 **Training Requirements**

Designated employees of the Contractor shall fully participate in OAG training as appropriate to their role in the Contract.

The Contractor shall maintain a log of employees' training, including the name of the person trained, course completed, signature of the trainee, and dates completed, and provide the log to the OAG upon request.

**Table 11: OAG Mandatory Training**

Course Name	Frequency	Method
MCT105 Cybersecurity Awareness Training for General Users	Every 12 Months	E-Learning, Self-Paced
MCT106B Discrimination and Harassment Awareness for Non-FTE Only	Every 12 Months	E-Learning, Self-Paced
MCT111 Sensitive Personal Information	Every 24 Months	E-Learning, Self-Paced

## **7.10 Implementation Requirements**

### **7.10.1 General Implementation Requirements**

- 7.10.1.1 The Contractor shall provide a draft implementation plan and Schedule that describes how and when each Participating Entity will be fully operational. This plan shall also detail the Contractor's approach to ensuring the scalability of potential entities.
- 7.10.1.2 The Contractor and the OAG will collaboratively develop the final implementation plan and Schedule as required in Table 12 implementation Deliverables.
- 7.10.1.3 The Contractor shall cooperate with the current Contractor to perform implementation activities including, but not limited to, accepting in-process items, images, and any other data from the current Contractor and loading/converting them into the Contractor's Solution.
- 7.10.1.4 The OAG will schedule a project kick-off meeting within two (2) Business Days of Contract Award.
- 7.10.1.5 The Contractor's implementation team and representative(s) (e.g., Contractor's: project/program manager, implementation manager, technical leads and team leads) shall attend the kick-off meeting with the OAG (e.g., OAG's: implementation manager, contract manager, or designee, and other staff).
- 7.10.1.6 The Contractor shall provide the OAG with a weekly implementation status report. The Contractor shall work with the OAG to define the format and required information for the status report.
- 7.10.1.7 The Contractor shall provide a plan outlining how the transition of existing Registrations will be implemented.
- 7.10.1.8 A minimum of forty-eight (48) hours in advance, the Contractor shall notify the OAG SAVNS Program Manager of any time the Contractor's implementation manager will be off-site or unavailable for longer than eight (8) consecutive Business Hours and provide an alternative point of contact.
- 7.10.1.9 The OAG will work with the Contractor on establishing, setting up, and testing any technology to facilitate data transfers.

### **7.10.2 Contractor Implementation Team**

- 7.10.2.1 The Contractor shall designate an implementation manager and a backup to coordinate implementation activities.
- 7.10.2.2 The Contractor shall provide an organization chart detailing the proposed implementation team including the implementation manager and all implementation staff.
- 7.10.2.3 The Contractor shall notify the OAG SAVNS Program Manager or designee when the Contractor's implementation manager is not available to the OAG for an entire Business Day or longer.
- 7.10.2.4 The Contractor's implementation team shall be available to work with the OAG during Business Days throughout the implementation period.
- 7.10.2.5 When replacing Contract implementation team staff, the Contractor must propose replacements with qualifications for the assigned position that are equal to or exceed those of the person being replaced.
- 7.10.2.6 The Contractor shall provide the resumes of any implementation team member to the OAG upon request.

### **7.10.3 System Test Environment**

- 7.10.3.1 The Contractor shall provide an environment to execute joint system and user acceptance testing.
- 7.10.3.2 The Contractor shall be responsible for scheduling incoming and outgoing file transfer tests with the OAG.

- 7.10.3.3 Incoming and outgoing file transfer tests shall include all required data elements and records.
- 7.10.3.4 The Contractor shall perform and complete the file transfer tests in accordance with the time frame set forth in the implementation plan and approved by the OAG.
- 7.10.3.5 The Contractor shall conduct file transfer tests between the hours of 8:00 a.m. to 5:00 p.m. Local Time, Monday – Friday, unless otherwise agreed to by the OAG.
- 7.10.3.6 The Contractor shall provide the OAG with system test results and perform a live demonstration of their system/application. The OAG will review the system test results and demonstration for accuracy and completeness.
- 7.10.3.7 The Contractor shall notify the OAG, via Controlled Correspondence, when its Solution is ready for OAG user acceptance testing.
- 7.10.3.8 The Contractor shall provide computer access to the Successful Contractor’s system for three (3) OAG staff, during implementation and user-acceptance testing.
- 7.10.3.9 The Contractor shall ensure that test data is not transmitted to the OAG except when authorized by the OAG.
- 7.10.3.10 Should it become apparent to the Contractor that its system will not be ready for OAG prior to the operations start date, the Contractor shall contact the OAG immediately and provide a revised start date that can be met.
- 7.10.3.11 The OAG will provide the Contractor with written notification of the results of OAG user acceptance testing. The OAG, at its discretion, may provide conditional acceptance prior to completion of all requirements.
- 7.10.3.12 If the Contractor’s Solution fails to meet a specified acceptance test, the Contractor shall immediately correct and improve identified defects, deficiencies or errors, subject to review by the OAG.
- 7.10.3.13 The OAG may continue to test additional components of the Contractor’s Solution and may retest any corrections, modifications or additions made by the Contractor. It is the goal of the OAG to complete user acceptance testing no later than one (1) calendar week prior to operations start date.

**Table 12: Implementation Deliverables**

Implementation Deliverable	Due	Include at a Minimum
Implementation Plan	Within ten Business Days after kickoff meeting	<ul style="list-style-type: none"> <li>a. Implementation approach and summary</li> <li>b. Implementation team and organization chart that defines roles and responsibilities.</li> <li>c. Communication processes</li> <li>d. Change Management approach (training, etc.)</li> <li>e. A schedule to include: <ul style="list-style-type: none"> <li>• Tasks</li> <li>• Assignments</li> <li>• Deliverables</li> <li>• Implementation Schedule</li> <li>• Completion dates</li> <li>• Milestones</li> </ul> </li> <li>f. Risks and constraints per Milestone/Deliverable</li> </ul> <p>(<b>Note:</b> The OAG will integrate its plan with the Contractors Plan post-Contract award)</p>
Business Continuity Disaster Recovery (BC/DR) Plan (Includes Supplemental Contract-specific BC/DR Plan)	Twenty Business Days prior to service cutover	Refer to <a href="#">Section 8.12, Business Continuity and/or Disaster Recovery Requirements</a> .



## **7.11 Transition Requirements at Contract Termination**

- 7.11.1 The OAG will request that a transition plan be completed no later than thirty (30) Business Days following Contract award. The plan will provide for the orderly transition of all services and operations performed by or involving the Contractor under the Contract.
- 7.11.2 The Contractor shall cooperate fully with the OAG to complete the transition and ensure that the OAG does not experience any adverse impact from the transition of services to a subsequent Contractor.
- 7.11.3 The transition plan shall contain a minimum period of six (6) months. The Contractor shall provide services without interruption while OAG tests, accepts, and approves the new Contractor's Solution and implementation schedule.

## **7.12 Contract Reporting**

- 7.12.1 The SAVNS shall have the ability to generate standard management reports as well as customized usage and performance reports. Examples of these reports include but are not limited to:
  - Downtime reports by Participating Entity
  - Number of Registered Individual for a specified period of time
  - Number and type of successful and unsuccessful notifications for a specified period of time
  - System interruption report
  - Function disabled report
  - Data transfer report by Participating Entity or statewide
  - The Solution shall be fully tested and approved by the OAG prior to deployment.
  - The Solution must have the capability to remain functional during short or long failures of utility power.
- 7.12.2 The OAG may request program information, statistical reports, program audits, or additional reports at any time during the duration of the contract upon request.

## **7.13 Deliverables Acceptance Process**

- 7.13.1 All Deliverables and periodic Deliverable updates/revisions must be submitted via Controlled Correspondence. Within ten (10) Business Days of receipt or other time frame agreed upon by the Parties, the OAG will review the Deliverables and formally respond via Controlled Correspondence with issues to be resolved or acceptance of the Deliverable.
- 7.13.2 If the Contractor does not receive written notice from the OAG by the end of the review period, the Contractor must notify the OAG in writing that the OAG has five (5) additional Business Days to provide written notice. The Deliverable will be deemed to be accepted by the OAG if the OAG does not provide such notice of acceptance or non-acceptance at the end of this additional five (5) Business Day period.
- 7.13.3 The Contractor shall, upon OAG request, make an oral presentation of Deliverables.
- 7.13.4 If the OAG provides written notice of non-acceptance of the Deliverable, then the Contractor shall work with the OAG to correct any deficiencies and re-submit the revised Deliverable within five (5) Business Days, or other time frame agreed upon by the Parties. Upon receipt of a revised Deliverable, the OAG will review the revised drafts for acceptance or rejection and formally respond via Controlled Correspondence within ten (10) Business Days.
- 7.13.5 At any time during the Deliverable acceptance process, should the Contractor disagree with the OAG's findings of non-acceptance or should the OAG disagree with the Contractor's proposed time period for correcting deficiencies, the Parties will work together in good faith to resolve the disagreement.

## **7.14 Operational Deliverables**

Table 13: Operational Deliverables

Operational Deliverable	Due	Include at a Minimum
Transition Plan	Thirty (30) Business Days following Contract award.	Refer to <a href="#">Section 7.11, Transition Requirements at Contract Termination</a> .  ( <b>Note:</b> The Transition Plan includes the Data Retention and Destruction Plan.)
Services Performance Reports	On or before the tenth (10th) calendar day of each month or as otherwise requested by the OAG	Services performance report against the SLAs as defined in <a href="#">Section 8.1, Performance Management</a> . a. Monthly Performance Management Report b. Other reports as identified
Testing/validation of the BC/DR Plan	Annually or as requested by the OAG	Execute and confirm BC/DR plan to: a. Ensure recoverability b. Update plan to match steps identified during the testing
Security Organization Control Assessment (SOC 2)	Annually or as requested by the OAG	Refer to <a href="#">Section 14.3.6, Security Control Assessment</a> .
Vulnerability Scans	Quarterly or as requested by the OAG	Refer to <a href="#">Section 14.3.3, Vulnerability Scans</a> for requirements.
Financial Statements	Sixty calendar days after the end of the Contractor's fiscal annual reporting period.	Refer to <a href="#">Section 8.2, Financial Statements</a> for requirements.
Data Security Plan	Fourteen (14) Business Days following the Contract award	Refer to <a href="#">Section 5.3.10: Information Protection Provisions</a>
Progress Report	Monthly by the 10 <sup>th</sup> day of the month	The report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved any updates to work performed, identify Deliverables completed and specify anticipated work to be completed in the subsequent month. The report, at a minimum, shall include the following data for the prior month: (a) SAVNS system down time, including the SAVNS core system, the Participating Entity interface services, and notification interfaces; and (c) Data transfer report including all Participating Entity uploads to the SAVNS system, size, time, and outcome.

## 7.15 OAG Assumptions

- 7.15.1 The Contractor shall be able to meet the four (4)-month time frame for the design, development, and implementation of the SAVNS solution for existing participating entities.
- 7.15.2 Participating Entities shall have resources available to migrate from one solution to a different solution, if necessary.
- 7.15.3 The CMS, JMS and RMS software solutions used by each Participating Entity shall be compatible with Contractor SAVNS solution (i.e. programming and database interfaces can be completed in a timely and cost-effective manner).

## 7.16 OAG Responsibilities

The OAG will:

- 7.16.1 Provide a Project Manager (PM) to oversee the project. The OAG PM will review and approve all project documentation and Deliverables submitted by the selected Contractor.
  - 7.16.1.1 Provide Subject Matter Experts (SMEs), including SMEs for business processes and data migration from the existing solution to be integrated with the new Solution, if necessary.
  - 7.16.1.2 Review and approve the project plan and schedule provided by the Contractor to ensure project milestones are met.
  - 7.16.1.3 Provide existing documentation of the business process to be managed using the new system.
  - 7.16.1.4 Provide existing documentation of data elements to be migrated to the new system.
  - 7.16.1.5 Provide timely information in response to questions regarding design specifications.
  - 7.16.1.6 Provide effective communication and updates to the Contractor regarding project changes or achievement of project milestones.
  - 7.16.1.7 Coordinate all approval and acceptance stages for the project.
  - 7.16.1.8 Facilitate User Acceptance Testing (UAT) and provide User Acceptance Testers in concert with Participating Entities.
- 7.16.2 Provide a SAVNS Program Manager.
  - 7.16.2.1 Facilitate coordination and program oversight between Contractor and Participating Entities per the terms and conditions outlined in Exhibit A, Participating Entities Services Agreement.
  - 7.16.2.2 Develop and implement monthly, quarterly, semi-annual, and annual reporting requirements for the Contractor to address performance, services provided, and other metrics as required.

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## 8 CONTRACT MANAGEMENT

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### 8.1 Performance Management

The Contractor shall establish a good working relationship with the OAG and make a good-faith effort to resolve problems identified by either the OAG or the Contractor. Notification of problems (or anticipated problems) by either the OAG or the Contractor must include sufficient details to resolve the problem and continue performance within the established timeframes.

The OAG SAVNS Program Manager and Contractor shall mutually agree upon monthly and quarterly performance reports, metrics, and other Contract Deliverable templates within sixty (60) calendar days of contract award.

Performance management monitoring will be a continual process throughout the term of the Contract and for up to six (6) months following Contract termination during a transition period, if necessary. Non-compliance by the Contractor in any area that precludes the OAG from verifying the Contractor's compliance in other areas will result in a presumption that the Contractor is non-compliant in those other areas unless the Contractor can affirmatively show that it is compliant.

As part of its final monthly Performance Management Report, the OAG will also provide the Contractor with any corresponding remedies that will be taken against the invoices. The remedies available to the OAG for the Contractor's unsatisfactory performance (e.g., the failure to meet the Contract's requirements and standards as stated in [Section 8.1.1, Performance Standards and Specific Non-performance Remedies](#), will be the basis for reducing payment to the Contractor. The cumulative total of all remedies (Specific and General Non-Performance Remedies) will not exceed 15% of the total amount of the invoice. These remedies are in addition to the rights and remedies available to the OAG under other provisions of the Contract, in law, or in equity.

The OAG, at its sole discretion, may reduce, waive, or otherwise alter any remedy, performance standard, performance monitoring process, or problem resolution and corrective action process.

**8.1.1 Performance Standards and Specific Non-performance Remedies**

Table 14: Sample

	Standard Service Level Agreement	Measure	Remedy
1.	Solution uptime at 99.9%	Statewide system remains up and functioning 99.9% of the time based on 24 hours/day for 365 days per year.	Reduction of 10% of monthly service fee for months where SLA is not met.
2.	Inappropriate data transmitted from county systems into SAVNS Solution	Sealed case, juvenile case, civil case, and data not authorized for public release shall not be accepted by SAVNS Solution from county information management systems into the public accessible domain	Contractor shall cover all resource costs required to remove inappropriate data from the public accessible domain within ten (10) calendar days of discovery.
3.	Call Center uptime at 98%	Statewide phone access remains up and functioning 98% of the time based on 24 hours/day for 365 days per year.	Reduction of 10% of monthly service fee for months where SLA is not met.

**8.1.1.1 General Non-performance Remedies**

The Contractor shall perform all services in accordance with the Contract requirements, provisions, terms, and conditions. General non-performance remedies are for failure to perform services according to a requirement, provision, term, or condition not covered by another remedy and will be assessed cumulatively with any other remedies shown in [Section 8.1.1. Performance Standards and Specific Non-performance Remedies](#).

Participating Entities, pursuant to their Participating Entities Services Agreement with the Contractor, may apply one (1) or more instances of the General Non-Performance Remedy to the monthly service charge in response to non-compliance by the Contractor.

Subject to the nature and extent of the non-compliance, the Participating Entities may withhold up to 15% of payments on a monthly invoice as a General Non-Performance Remedy in accordance with this [Section 8.1.1.1. General Non-performance Remedies](#).

- 8.1.1.1.1 Before assessing a General Non-Performance Remedy, the OAG will issue a Controlled Correspondence notifying the Contractor of unsatisfactory performance that could lead to an assessment of a General Non-Performance Remedy if not corrected.
- 8.1.1.1.2 Within five (5) Business Days after receiving the Controlled Correspondence, the Contractor shall submit to the OAG a corrective action plan responding to any and all of the OAG's findings of unsatisfactory performance. The Contractor shall explain in its corrective action plan how it will immediately address the unsatisfactory performance and the date by which the Contractor shall return to satisfactory performance. Within five (5) Business Days after receipt of the corrective action plan, the OAG will notify the Contractor in writing of whether the OAG approves of the corrective action plan and, if not, the reasons the plan is unsatisfactory. If the OAG does not approve of the plan, the Contractor shall resubmit a revised corrective action plan that resolves the OAG's concerns within three (3) Business Days after receipt of the OAG's notification. If necessary, the OAG will work with the Contractor to formulate a corrective action plan to help ensure that the plan is acceptable to the OAG.
- 8.1.1.1.3 If the Contractor returns to satisfactory performance in accordance with the time frame set forth in the OAG-approved corrective action plan, no sums will be withheld. Should the Contractor subsequently return to unsatisfactory performance, the process outlined in Section 8.1.1.1.2 shall commence.
- 8.1.1.1.4 If the Contractor does not return to satisfactory performance in accordance with the time frame set forth in the OAG-approved corrective action plan, the OAG will begin to withhold a

General Non-Performance Remedy as of the date the Contractor was to be in compliance under the corrective action plan but was not. The OAG will provide notice of such continued unsatisfactory performance to the Contractor via Controlled Correspondence and set a new time period for compliance. If the Contractor has not reached satisfactory performance by the new time period the OAG has set, all the withheld amounts may, at the OAG's election, be forfeited. This process of withholding and forfeiture will continue until performance is corrected.

- 8.1.1.1.5 At the OAG's sole option, withheld amounts may be incurred sooner than the time period allowed for the Contractor to come into compliance if the Contractor does not work diligently to correct its unsatisfactory performance (e.g., by not submitting a timely or acceptable corrective action plan or by not diligently carrying out its corrective action plan).
- 8.1.1.1.6 At the OAG's discretion, the time frames set forth in [Section 8.1.1.1 General Non-performance Remedies](#) may be shortened depending on the severity of the nonperformance.

## 8.2 Financial Statements

The Contractor shall submit its most recent financial statements, including income statement, balance sheet, and cash flow statement no later than sixty (60) calendar days after the end of the Contractor's fiscal annual reporting period. This should include information for any applicable parent organization or Subcontractor representing greater than 10% of the gross dollar value of Contractor's Pricing Submission.

## 8.3 Controlled Correspondence

In order to track and document requests for decisions and/or information pertaining to the Contract, and the subsequent response to those requests, the OAG and the Contractor shall use Controlled Correspondence. The OAG will manage the Controlled Correspondence for the Contract. For each Controlled Correspondence document, the OAG will assign a tracking number and the document will be signed by the appropriate Party's Contract Manager.

Controlled Correspondence will not be used to change pricing or alter the substantive terms of the Contract. Controlled Correspondence will not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the substantive terms of the Contract must be by a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of the Contract, to document the cost impacts of proposed changes, and to document OAG-approved changes to the Contractor's HSP.

Controlled Correspondence documents will be maintained by both Parties in ongoing logs and will become part of the normal status-reporting process. Any communication not generated in accordance with such process will not be binding upon the Parties and will be of no effect.

Controlled Correspondence will be used to communicate any intent to renew the Contract, and the OAG will provide a Purchase Order that includes:

- The ePRO contract number.
- The amount allocated for the new term.
- The new PO number
- The term of the renewal (i.e., 9/1/XX - 8/31/XX).

## 8.4 Notices and Liaison

### 8.4.1 Written Notices Delivery

- 8.4.1.1 Any notice required or permitted to be given under this Contract by one Party to the other Party will be in writing and will be addressed to the receiving Party at the address hereinafter specified. The notice will be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It will be 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 the address hereinafter specified.

### 8.4.1.2 Contractor Address:

The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be designated at the time of Contract award.

**8.4.1.3 OAG Address:**

The address of the OAG for all purposes under this Contract and for all notices hereunder will be designated at Contract award.

OAG Crime Victim Services Division, MC 011  
Office of the Attorney General  
PO Box 12198  
Austin, TX 78711-2198

With copies to (registered or certified mail with return receipt is not required for copies):

OAG General Counsel Division, MC 074  
Office of the Attorney General  
PO Box 12548  
Austin, TX 78711-2548

**8.4.2 Liaisons**

The Contractor and the OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by the Contractor shall serve as the initial Point(s) of Contact for any inquiries made pursuant to the Contract by the OAG and respond to any such inquiries by the OAG. The liaison(s) named by the OAG will serve as the initial Point(s) of Contact for any inquiries made pursuant to the Contract by the Contractor and respond to any such inquiries by the Contractor. The liaison(s) and their respective addresses shall be named in writing at the time of the execution of the Contract. Subsequent changes in liaison personnel will be communicated by the respective Parties in writing.

**8.5 Contract Managers**

**8.5.1 The OAG Contract Manager**

The OAG will assign a Contract Manager to the Contract. Identification of the OAG Contract Manager and any changes to this assignment will be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- Sign Controlled Correspondence
- Serve as the day-to-day Point of Contact
- Coordinate quality control reviews
- Coordinate meetings with the Contractor
- Investigate complaints
- The OAG Contract Manager will have no authority to agree to any Contract amendment or Pricing change.

**8.5.2 The Contractor's Contract Manager**

**8.5.2.1** The Contractor shall assign a Contract Manager to the Contract. Identification of the Contract Manager and any changes to this assignment will be documented and submitted to the OAG via Controlled Correspondence with fourteen (14) calendar days advance notification. The Contractor's Contract Manager has the authority to:

- Make decisions regarding the Deliverables required by the Contract
- Sign Controlled Correspondence
- Serve as the day-to-day Point of Contact
- Coordinate quality control reviews
- Coordinate meetings with the OAG
- Investigate complaints

**8.5.2.2** The Contractor's Contract Manager shall be responsible to the OAG and Participating Entities for submitting a written monthly status report, due on or before the 10th day of each month or



other agreed-upon date each month, addressing the following items:

- Track the progress of the SAVNS implementation and maintenance.
- Establish priorities.
- Verify and track performance issues.
- Report on the work accomplished during the reporting period.
- Report on work to be accomplished during the subsequent reporting period.
- Resolve all actual or anticipated problems.
- Submit written requests to make any significant deviation from the previously agreed upon plans.
- Facilitate a quarterly meeting with the OAG's SAVNS Program Manager and other designated OAG staff members.

## **8.6 Cooperation with the OAG**

The Contractor must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of the Contract. The Contractor agrees to reasonably cooperate with and work with the OAG's vendors, Subcontractors, and third-party representatives as requested by the OAG.

## **8.7 Problem Resolution and Corrective Action Process**

The Contractor and the OAG will agree to a plan and timeline for resolution of Contract performance issues. If all efforts between the Contractor and the OAG Contract Manager fail to resolve the problem within the stated timeline and to the OAG's satisfaction, the OAG may escalate the problem to the Contractor's management and OAG executive management. OAG executive management or representatives and the Contractor's management shall agree to a resolution. If the Contractor is aware that a problem exists and fails to report the problem to the OAG, the Contractor will continue to be responsible for meeting the goals and timelines established in the Contract.

## **8.8 Subcontracting Approval Required**

It is contemplated by the Parties hereto that the Contractor shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that the Contractor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Contractor shall subcontract for such performances only after the Contractor has transmitted to the OAG a true copy of the subcontract the Contractor proposes to execute with a Subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. The Contractor, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any Subcontractor(s) of the Contractor. In no event will this provision relieve the Contractor of its responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this procurement.

## **8.9 No Assignment by the Contractor**

The Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute, a merger will not act to cause the assumption, by the surviving entity or entities, of the Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this section includes, without limitation, the combining of two (2) corporations into a single surviving corporation; the combining of two (2) existing corporations to form a third (3rd) newly created corporation; or the combining of a corporation with another form of business organization.

## **8.10 Reporting Fraud, Waste or Abuse**

8.10.1 The Contractor must report any suspected incident of fraud, waste or abuse associated with the performance of the Contract to any one of the following listed entities:

- The OAG Contract Manager
- The Director for Procurement and Contract Operations

- The OAG Ethics Advisor
- The OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (800-252-8011) or the FWAPP email box (FWAPP@oag.texas.gov)
- The State Auditor's Office hotline for fraud (1-800-892-8348)

8.10.2 The report of suspected misconduct will include (if known):

- The specific suspected misconduct
- The names of the individual(s)/entity(ies) involved
- The date(s)/location(s) of the alleged activity(ies)
- The names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information
- Any documents which tend to support the allegations

8.10.3 The words fraud, waste, or abuse as used in this section, have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant, careless, or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title, or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

## **8.11 Dispute Resolution Process for Claims of Breach of Contract**

The dispute resolution process provided for in [Chapter 2260 of the Texas Government Code](#) will be used, as further described herein, by the OAG and Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.

A claim for breach of Contract that the Parties cannot resolve in the ordinary course of business will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, the Contractor shall submit written notice, as required by Subchapter B, to the Procurement and Contract Operations Director, Office of the Attorney General, P.O. Box 12548 (Mail Code 028) Austin, Texas 78711-2548. The notice will specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice will also be given to all other representatives of the Parties otherwise entitled to the notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

- 8.11.1 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the OAG if the Parties are unable to resolve their disputes under the negotiation process.
- 8.11.2 Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under [Chapter 107 of the Texas Civil Practices and Remedies Code](#). Neither the execution of the Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- 8.11.3 The submission, processing, and resolution of a claim for breach of Contract is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended.
- 8.11.4 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

## **8.12 Business Continuity and/or Disaster Recovery Requirements**

### **8.12.1 Business Continuity/Disaster Recovery Plan Review**

The Respondent shall provide a response to *Form J, Business Continuity/Disaster Recovery Questionnaire*. The Respondent may submit a current BC/DR Plan(s) relevant to the work described in this RFP to supplement *Form J, Business Continuity/Disaster Recovery Questionnaire*.

**8.12.2 Business Continuity and/or Disaster Recovery Plan**

- 8.12.2.1 The Contractor shall submit a current BC/DR Plan within thirty (30) calendar days of award that includes a detailed recovery plan for all parts of its operations (automated and otherwise) related to the services of the Contract (corporate level or generalized BC/DR Plan cannot be substituted).
- 8.12.2.2 The Contractor's BC/DR Plan must include detailed, step-by-step technical procedures for recovery of all Contractor's information systems and resumption of all business processes that are required to meet contracted responsibilities.
- 8.12.2.3 The Contractor agrees that its BC/DR Plan shall conform to any requirements imposed upon the OAG by the State of Texas or the Federal government. See [Section 8.12.2.4](#) for current Texas requirements. Any change in State or Federal requirements may require a change to the requirements outlined in this section.
- 8.12.2.4 Current State of Texas requirements are listed in Texas Administrative Code, Title 1 – Administration, Part 10 – Department of Information Resources, Chapter 202 – Information Security Standards, and can be accessed at the following website:  
[http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=4&ti=1&pt=10&ch=202](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202).
- 8.12.2.5 The BC/DR Plan will include a contingency plan to avoid disruption of service due to any third-party or subsidiary performance deficiencies, labor problems, and any other event that could reasonably be foreseen to result in a disruption of services in the Contract.
- 8.12.2.6 The Contractor shall designate a fully experienced business continuity practitioner to manage requirements stated in this section.

**8.12.3 Supplemental, Contract-specific BC/DR Plan**

- 8.12.3.1 The Contractor shall develop a supplemental Contract-specific BC/DR Plan.
- 8.12.3.2 The Contractor's supplemental, Contract-specific BC/DR Plan shall address communication and interdependencies (especially automated systems) between the OAG, other applicable OAG contractors, and the Contractor as it pertains to the Contractor's recovery efforts.
- 8.12.3.3 The OAG Business Continuity Coordinator or designee and the OAG Contract Manager will be available for consultation during the development of the supplemental, Contract-specific BC/DR Plan. In accordance with the time frame in the implementation plan, the Contractor shall submit the supplemental BC/DR Plan to the OAG Contract Manager and the OAG Business Continuity Coordinator for written approval.

**8.12.4 Testing, Exercising and Updating the Business Continuity Plan**

- 8.12.4.1 The Contractor shall coordinate with the OAG in designing and performing a test exercise of the recovery procedures on an annual basis and provide a written result of the exercise to the OAG Business Continuity Coordinator or designee. This must be in the form of a detailed written report that includes itemized details of every testing activity and results.
- 8.12.4.2 The Contractor shall notify the OAG Business Continuity Coordinator or designee, in writing, at least ninety (90) calendar days prior to the planned exercise date. OAG approval is required in order to proceed.
- 8.12.4.3 The annual exercise must follow the logical business flow and include all processes normally conducted during daily operations.
- 8.12.4.4 If the BC/DR Plan exercise is not successful (meaning the Contractor is unable to bring up all Contractor's information systems and business processes for contracted user access within agreed-upon timeframes, the Contractor shall reschedule and execute a second exercise within three (3) calendar months of the failed exercise or otherwise agreed upon time frame of the unsuccessful exercise.
- 8.12.4.5 The Contractor shall coordinate with the OAG to conduct and analyze the results of the exercise. The OAG reserves the right to send an observer to each test, with all associated travel and per diem costs of OAG observers paid by the OAG.
- 8.12.4.6 The Contractor shall incorporate results (lessons learned) from the exercises into the BC/DR Plan and the supplemental, Contract-specific Plan, as appropriate, within three (3) calendar months following a successful test and provide the BC/DR Plan(s) to the OAG Contract Manager and the OAG Business Continuity Coordinator. A memo will accompany the submittal

of the revised plan, listing each lesson learned and the page number and paragraph where the lesson was incorporated into the revised plan(s).

8.12.4.7 As refinements and extensions of the initial development, design, architecture, technical, data usage, service levels, user interfaces, security, system, administration, and implementation requirements are made and implemented, the changes will be incorporated into the Contractor's BC/DR Plan and the supplemental, Contract-specific Plan, as appropriate, by the Contractor proactively and in a timely manner without the need to amend this business continuity section.

#### 8.12.5 **Risk Analysis**

8.12.5.1 Upon request by the OAG, the Contractor shall submit to a risk analysis evaluation of BC/DR and adherence to State and Federal rules and allow Key Staff to be available to complete a risk analysis questionnaire. The OAG will schedule time, in advance, for the Contractor's staff to participate in the risk analysis questionnaire.

8.12.5.2 Based on the risk analysis evaluation, the Contractor and the OAG will collaborate to implement any resulting recommendations from the OAG in order to lower facility and/or system risk levels, unless the Contractor can fully demonstrate why such recommendations are not applicable or beneficial. The final determination of whether such recommendations are not applicable or beneficial will be made by the OAG in its sole discretion.

#### 8.12.6 **Outage Incidents and Disaster Declarations**

8.12.6.1 Upon the occurrence of an outage incident, the Contractor shall immediately contact and coordinate with the OAG Contract Manager and the OAG Business Continuity Coordinator or designee. An outage incident is any inability to operate information systems or business processes in accordance with the Contract.

8.12.6.2 If there is a disaster declaration, the Contractor and/or the OAG will implement the supplemental, Contract-specific BC/DR Plan as appropriate.

8.12.6.3 The Contractor must bring up all Contractor's information systems and business processes for user access within the agreed upon recovery time objective as listed in the supplemental, Contract-specific BC/DR Plan.

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## **9 BACKGROUND REVIEWS**

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By entering into the Contract, the Contractor certifies that it shall perform a background review, to include criminal history record information, of all Contractor Agents before allowing a Contractor Agent to access OAG Protected Data and SAVNS Data or work in an OAG facility. Such background review will not occur any earlier than six (6) months prior to the Contractor Agent accessing OAG Protected Data and SAVNS Data or working in an OAG facility. No Contractor Agent who has been convicted of a felony for crimes involving violence, child abuse or neglect, sexual offenses, theft, or fraud, or is a registered sex offender may access OAG Protected Data and SAVNS Data or work in an OAG facility.

Within ten (10) Business Days of award, the Contractor (unless directed otherwise in Controlled Correspondence) will provide the OAG with a list of all Contractor Agents who will be accessing OAG Protected Data and SAVNS Data or working in an OAG facility. The list will contain the following information:

- Name (including any other names used)
- Day-time phone number
- Responsibilities under the Contract
- Date of birth
- Driver's License number
- Social Security number
- Criminal Offense convictions, if known by the Contractor and if the Contractor is not prohibited from disclosing the criminal offense convictions to the OAG

The Contractor shall provide an updated list to the OAG whenever a new Contractor Agent is assigned to access OAG Protected Data and SAVNS Data or work in an OAG facility. The Contractor shall notify the

OAG whenever a Contractor Agent is to assume a new responsibility with regard to accessing OAG Protected Data and SAVNS Data or working in an OAG facility.

No Contractor Agent shall access OAG Protected Data and SAVNS Data or work in an OAG facility or assume new responsibilities regarding same without prior written consent from the OAG through Controlled Correspondence.

The Contractor must require all Contractor Agents to notify the Contractor of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first Business Day following an arrest. Within one (1) Business Day of an arrest notification, the Contractor shall notify the OAG of the arrest. The Contractor must also require any Contractor Agent who has been arrested to provide an official offense report to the Contractor as soon as possible but no later than thirty (30) calendar days from the date of the arrest. Within one (1) Business Day of receipt of the report, the Contractor shall provide the OAG with a copy of the offense report.

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## 10 INVOICING

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The OAG shall not be liable for any services rendered or obligations incurred on behalf of the OAG by the Contractor before execution of the Contract.

All payments will be made in accordance with the Texas Prompt Payment Act ([Texas Government Code, Chapter 2251](#)).

### 10.1 Submitting Invoices

The Contractor shall invoice Participating Entities based on the terms and agreed-upon cost rates in the Participating Entities Services Agreements.

Each invoice must include the following information:

- OAG Contract Number
- Purchase Order Number
- Contractor's:
  - Name
  - Tax Identification Number
  - Address
  - Contact Phone Number
  - Description of goods delivered or services provided

#### 10.1.1 Payments for Services Rendered

The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity services rendered by the Contractor. Accordingly, OAG shall not be directly responsible for any payment to Contractor for Participating Entity services provided to a Participating Entity. All payments for such Participating Entity services shall be made by the Participating Entities in accordance with Form B Pricing and pursuant to the terms of this Contract.

#### 10.1.2 Recurring Fees

The Parties stipulate and agree that the Participating Entities' total amounts owed to Contractor in consideration of full, satisfactory performance of all Contractor's duties, services and obligations as set forth in this Contract, shall be billed on a recurring bi-annual basis, in accordance with Form B Pricing, and not to exceed the Bi-Annual Fee per calendar year.

#### 10.1.3 Invoicing

The Participating Entity services for the Project shall be performed for the Bi-Annual Fee, which will be billed and invoiced in accordance with Form B Pricing and pursuant to the terms of this Contract and the RFP. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performance issues as identified in Section 8.1 of this Contract.

#### 10.1.4 Invoice Submission



Prior to authorizing payment to Contractor, the Participating Entities shall evaluate Contractor's performance using the performance standards set forth in the RFP. Contractor shall provide invoices for Participating Entity services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Contractor warrants the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and Deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of a Participating Entity, Contractor agrees to submit any additional documentation or explanation the Participating Entity may reasonably require. Subject to the foregoing, Participating Entities must make all payments in accordance with the Texas Prompt Payment Act.

#### **10.1.5 Appropriated Funds**

Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Participating Entities as a reimbursement of the Bi-Annual Fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

### **10.2 Invoice Review**

The Participating Entities will review each invoice for Contract compliance and completeness. If the Participating Entity determines that an invoice is not acceptable under the provisions of the Contract or is otherwise incomplete, the Contractor shall correct any deficiencies before the Participating Entity shall process the invoice for payment.

Notwithstanding the foregoing, the Contractor shall provide information and/or documentation related to the invoices sent to the various Participating Entities, as the OAG may reasonably require. The Contractor shall respond to an OAG request for all such information and/or documentation to support payment within five (5) calendar days of receipt.

In instances where service(s) is/are interrupted more than 24 hours to individual Participating Entities or to the Statewide system and the interruption is not due to county action or error, grant funds provided by OAG to the Participating Entities, and payments due to the Contractor under the Participating Entities Services Agreements, will be reduced or adjusted accordingly.

### **10.3 Billing at Contract Termination or Conclusion**

Upon termination of the Contract for any reason or conclusion of the Contract, and in the event remedies are pending or quality assurance measures are not complete, the Contractor shall allow the OAG sufficient time to finalize all quality control issues. After all quality assurance issues have been resolved, the OAG shall notify the Contractor to invoice the OAG for any outstanding balance(s) incurred.

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## **11 AWARD**

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The OAG may award Contracts to Respondents that offer the best value to the State and are in the State's best interest, as determined using the evaluation factors described in this section.

An award may be made with or without:

1. Requesting clarifications of the Responses
2. Allowing modifications of the Responses
3. Discussing and/or negotiating the Responses with any of the Respondents
4. Requesting a BAFO

The OAG will review and score the Response against the following three (3) criteria to determine which Response offers the best value and is in the best interest of the State. The OAG will evaluate the Response against the following criteria and assign a grand total score for each Response based on a scale of 100% using the following percentages:

- Company Qualifications                      40%



- Solution 40%
- Pricing 20%

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## 12 CONTRACT DOCUMENTS

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The Contract shall consist of the following documents, which are listed in the order of priority that will be given in the event of a conflict between the documents:

1. The OAG Contract;
2. The provisions in this RFP, including its exhibits, attachments, forms, service agreement, and any Addenda; and
3. The Contractor's Response

The OAG may issue a Best and Final Offer Request (BAFO) for the RFP in its entirety or request a partial BAFO. If the OAG issues a request for a BAFO for the entire RFP, the BAFO request will supersede this entire RFP, and the Contractor's BAFO Response will supersede its entire Response. If a partial BAFO is requested, then any components of the RFP modified during the BAFO and included in a BAFO request will supersede the same components included in the RFP. Equally, any components of the Contractor's Response modified during the BAFO and included in a BAFO Response shall supersede the same components included in the Contractor's original Response.

No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in the applicable documents listed above.

The OAG may agree to amend or reject all or any part of such agreements if doing so would be in the State's and the OAG's best interest. The OAG will not sign form contracts. The OAG will not be bound by any Respondent's request for limitation of liability language.

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## 13 PUBLIC INFORMATION ACT

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As a state agency, the OAG will strictly adhere to the requirements of (a) [Chapter 441, Subchapter L of the Texas Government Code](#) regarding the preservation, management, and retention of state records and (b) [Chapter 552 of the Texas Government Code](#) (the Texas Public Information Act) regarding the disclosure of public information. As a result, by participating in this solicitation process the Respondent acknowledges that all information, documentation and other materials submitted in response to this RFP may (a) constitute state records for the purposes of Chapter 441, Subchapter L of the Texas Government Code and (b) be subject to public disclosure under the Texas Public Information Act.

The OAG is without authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act (the "Act"). Under the Act all information held by governmental bodies is open to public disclosure unless it falls within one (1) of the Act's specific exceptions to disclosure. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and other proprietary information. The OAG will have no liability to the Respondent or any other person or entity for disclosing information in accordance with the Texas Public Information Act.

If it is necessary for a Respondent to include proprietary or otherwise confidential information in its Response, that proprietary or otherwise confidential information, documentation, or material must be clearly identified on each page upon which it appears and with written notice (in a table format as shown below) identifying the specific exception(s) to disclosure under the Act that the Respondent claims is/are applicable to such information, documentation, or material. Subchapter C of the Act sets forth the Act's exceptions to the required disclosure of information. Please note that claiming a disclosure exception for provided information does not automatically render such information confidential. Further, merely making a blanket claim that all of the submitted information is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire submission confidential. Any information which is not clearly identified as proprietary or confidential will be deemed to be subject to disclosure pursuant to the Act.

The Respondent will indicate, in a format similar to that of [Table 15: Public Information Exceptions](#), which portions of their Response, by page number and/or section number, the Respondent believes would be excepted from disclosure.

Table 15: Public Information Exceptions

Page Number, Section Number	Exception

In the event that the OAG receives a request under the Act for a copy of any information, documentation, or other material for which an exception to required disclosure under the Act is claimed, the OAG will undertake its best efforts to provide the Respondent with notice of the request for release of provided information and afford the Respondent the opportunity to brief the facts that bring the information under the applicable exceptions of the Act.

The Respondent will submit the brief to the Open Records Division of the OAG. The Open Records Division is the division within the OAG that governmental bodies (including divisions of the OAG) seeking to withhold information under the Public Information Act must apply to for a decision on whether the information is excepted from disclosure. It is not possible to obtain a decision prior to a request for public disclosure being made since the Open Records Division does not render advisory opinions.

The OAG shall not have the obligation or duty to advocate the confidentiality of the Respondent's material to the Open Records Division of the OAG or to any other person or entity. It is the Respondent's sole obligation to advocate the confidential or proprietary nature of any information it provides in its Response, and the Respondent acknowledges that the Open Records Division of the OAG may determine that all or part of any claimed confidential or proprietary information should be disclosed.

As provided for in the Texas Public Information Act, upon request from a member of the Legislature when needed for legislative purposes, the OAG may release the Respondent's entire Response, including alleged confidential or proprietary information. Should the OAG award this solicitation to the Respondent, these provisions survive termination of the Contract.

Additionally, so that the OAG may contact the Respondent concerning any public information requests it receives, the Respondent will provide contact information to the OAG, including a phone number and email address for the named individual responsible for responding to such inquiries. For more information on the Public Information Act's processes and procedures, refer to [Chapter 552, Texas Government Code](#).

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## 14 INFORMATION PROTECTION PROVISIONS

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### 14.1 General

#### 14.1.1 Survival of Provisions

OAG rights and privileges applicable to OAG Protected Data and SAVNS Data shall survive expiration or any termination of this Contract and shall be perpetual.

As an exception to the foregoing perpetual survival, if certain OAG Protected Data and SAVNS Data become publicly known and made generally available through no action or inaction of the Contractor, then the Contractor may use such publicly known OAG Protected Data and SAVNS Data to the same extent as any other member of the public.

14.1.1.1 If any term or provision of this Contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

#### 14.1.2 Applicability

##### 14.1.2.1 References within the Information Protection Provisions

- 14.1.2.1.1 All references to “OAG” shall mean the Office of the Attorney General.
- 14.1.2.1.2 All references to “OAG CISO” shall mean the Office of the Attorney General Chief Information Security Officer.
- 14.1.2.1.3 All references to “Contractor” shall mean Successful Respondent.
- 14.1.2.1.4 All references to “Contractor’s Agents” shall mean Contractor’s officials, employees, agents, consultants, Subcontractors, and representatives, and all other persons that perform Contract Services on Contractor’s behalf.
- 14.1.2.1.5 All references to “Contract Services” shall include activities within the scope of the executed Contract.
- 14.1.2.1.6 All references to “OAG Protected Data and SAVNS Data” shall have the same meaning as that term within the Definitions section of this RFP.
- 14.1.2.1.7 All references to “OAG Customers” shall mean any person or entity that delivers, receives, accesses, or uses OAG Protected Data and SAVNS Data. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Protected Data and SAVNS Data may have been compromised and includes, without limitation, a failure by Contractor to perform its obligations under Sections [14.2 Data Security](#) and [14.3 Physical and System Security](#).
- 14.1.3 **Inclusion in all Subcontracts**

The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements Contractor has with anyone performing Contract Services on Contractor’s behalf.
- 14.1.4 **Third Parties**

This Contract is between Contractor and the OAG and is not intended to create any independent cause of action by any third-party, individual, or entity against OAG or Contractor.
- 14.1.5 **Termination for Non-Compliance**

In the event that either the Contractor or Contractor’s Agents fail to comply with any of the Information Protection Provisions, OAG may exercise any remedy, including immediate termination of this Contract.
- 14.1.6 **Personnel Briefings, Training, and Acknowledgments**
  - 14.1.6.1 The Contractor shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. Contractor’s Agents accessing OAG Systems must complete OAG required security training and execute any OAG required security agreements, acknowledgments, or certifications. The OAG Contract Manager shall provide direction to the Contractor regarding the acquiring of any necessary access, completion of required security training and execution of required security agreements, acknowledgments, and certifications.
  - 14.1.6.2 The Contractor shall provide annual reorientation sessions and all of the Contractor’s Agents that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of all applicable security documents to ensure that they remain current regarding all applicable security requirements.
- 14.1.7 **Key Person Dependence or Collusion**

The Contractor shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

## **14.2 Data Security**

### **14.2.1 Rights in OAG Protected Data and SAVNS Data**

The Contractor and the Contractor's Agents possess no special right to access, use, or disclose OAG Protected Data and SAVNS Data as a result of the Contractor's contractual or fiduciary relationship with the OAG. As between the OAG and the Contractor, all OAG Protected Data and SAVNS Data shall be considered the property of the OAG and shall be deemed confidential. The Contractor hereby irrevocably assigns, transfers and conveys, and shall cause the Contractor's Agents to irrevocably assign, transfer and convey to the OAG without further consideration all of

its and their right, title, and interest to OAG Protected Data and SAVNS Data. Upon request by the OAG, the Contractor shall execute and deliver and shall cause the Contractor's Agents to execute and deliver to the OAG any documents that may be necessary or desirable under any law to preserve or enable the OAG to enforce its rights with respect to OAG Protected Data and SAVNS Data.

#### **14.2.2 Use of OAG Protected Data and SAVNS Data**

OAG Protected Data and SAVNS Data have been, or will be, provided to the Contractor and the Contractor's Agents solely for use in connection with providing Contract Services. Re-use of OAG Protected Data and SAVNS Data in any form is not permitted. The Contractor agrees that it will not access, use, or disclose OAG Protected Data and SAVNS Data for any purpose not necessary for the performance of its duties under this Contract. Without the OAG's approval (in its sole discretion), neither the Contractor nor the Contractor's Agents shall: (i) use OAG Protected Data and SAVNS Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Protected Data and SAVNS Data to third-parties, including any local, state, or federal legislative body; (iii) commercially exploit OAG Protected Data and SAVNS Data or allow OAG Protected Data and SAVNS Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers.

In the event of any unauthorized disclosure or loss of OAG Protected Data and SAVNS Data, the Contractor shall immediately comply with the Notice subsection ([14.5.2](#)) of the Security Incidents subsection set forth below. The Contractor or the Contractor's Agents may, however, disclose OAG Protected Data and SAVNS Data to the extent required by law or by order of a court or governmental agency; provided that the Contractor shall give the OAG, and shall cause the Contractor's Agents to give the OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with the OAG if the OAG wishes to obtain a protective order or otherwise protect the confidentiality of such OAG Protected Data and SAVNS Data. The OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Protected Data and SAVNS Data.

#### **14.2.3 Protection of OAG Data and SAVNS Data**

The Contractor shall engage in a continuous cycle of process improvement and vigilance to assess risks, monitor and test security protection, and implement change to protect OAG Protected Data and SAVNS Data. The Contractor agrees to perform such continuous process improvement and to upgrade its security protection during the term of this Contract.

#### **14.2.4 Statutory, Regulatory and Policy Compliance**

Contractor agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Protected Data and SAVNS Data, for which it has received notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to Contractor's obligations under this Contract are included in this Contract.

#### **14.2.5 Data Retention and Destruction**

Within 180 calendar days of Contract award, the Contractor and the OAG shall develop a mutually agreed upon detailed schedule for the retention and possible destruction of OAG Protected Data and SAVNS Data. The schedule will be based upon the Contract Services being performed and the Contractor's limited authorization to access, use and disclose OAG Protected Data and SAVNS Data. The Contractor shall retain all OAG Protected Data and SAVNS Data until such schedule is developed. Subsequent to developing and agreeing upon that schedule, the Contractor shall:

- Retain and destroy OAG Protected Data and SAVNS Data in accordance with the detailed schedule for its retention and destruction (according to data sanitization standards).
- Destroy or purge OAG Protected Data and SAVNS Data in a manner consistent with state policy and federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable.
- Destroy all hard copy OAG Protected Data and SAVNS Data by shredding to effect 5/16-inch-wide or smaller strips and then either incinerating or pulping the shredded material.

14.2.5.1 Within five (5) calendar days (excluding weekends and federal holidays) of destruction or purging, provide the OAG with a completed *Certificate of Destruction for Contractors and Vendors*, a copy of which is attached hereto and included herein as Attachment B.

In the event of Contract expiration or termination for any reason, the Contractor and the Contractor's Agents shall completely purge all OAG Protected Data and SAVNS Data from the information systems of the Contractor and the Contractor's Agents and no OAG Protected Data and SAVNS Data will be retained by the Contractor. All hard-copy OAG Protected Data and SAVNS Data shall be destroyed, in accordance with the detailed retention schedule agreed to by the Contractor and the OAG under [Section 14.2.5. Data Retention and Destruction](#). If immediate purging of all data storage components is not possible, the Contractor agrees that any OAG Protected Data and SAVNS Data remaining in any storage component will be protected to prevent unauthorized disclosures.

Within twenty (20) Business Days of Contract expiration or termination, the Contractor shall provide the OAG with a signed statement detailing the nature of OAG Protected Data and SAVNS Data retained, type of storage media, physical location(s) and any planned destruction date.

In its sole discretion, the OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Protected Data and SAVNS Data.

#### 14.2.6 **Requests to Contractor for Confidential or Public Information**

The Contractor and the Contractor's Agents expressly do not have any actual or implied authority to determine whether any OAG Protected Data and SAVNS Data are public or exempted from disclosure. Texas Government Code Chapter 552 defines the exclusive mechanism for determining whether OAG Protected Data and SAVNS Data are subject to public disclosure. The Contractor is not authorized to respond to public information requests on behalf of the OAG.

The Contractor will direct all requestors for information to the Public Information Coordinator's office. The requestor must deliver requests for public information by one of the following methods:

- By mail specifically addressed to  
Office of the Attorney General  
Public Information Coordinator's Office – Mail Code 070  
P.O. Box 12039  
Austin, TX 78711
- By e-mail to [publicrecords@oag.texas.gov](mailto:publicrecords@oag.texas.gov)
- By facsimile to (512) 494-8017
- By hand delivery during normal Business Hours to the Public Information Coordinator's Office at 209 W. 14th Street, Austin, Texas 78701
- By electronic submission through the OAG's Public Information Request Center at [publicrecords@oag.texas.gov](mailto:publicrecords@oag.texas.gov)

### **14.3 Physical and System Security**

#### 14.3.1 **General/Administrative Protections**

At all times Contractor shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Protected Data and SAVNS Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Protected Data and SAVNS Data are stored, processed, compiled, or transmitted.

##### 14.3.1.1 **Access Protection Lists**

The Contractor (and Contractor's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Protected Data and SAVNS Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this Contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use, or disclose OAG Protected Data and SAVNS Data, as well as any special conditions and limitations applicable to each authorization.



- 14.3.1.1.1 The Contractor shall remove individuals from or change the access rights of individuals on the applicable access protection lists immediately upon such individual no longer requiring certain access. At least monthly, the Contractor shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. At least monthly, the Contractor shall report the results of these reviews and access changes to the OAG Contract Manager.
- 14.3.1.1.2 The OAG shall have the right to review the Contractor's internal protection systems and access protection lists for all areas of the work site(s). The OAG may, with or without cause, and without cost or liability, revoke or deny any or all authorizations of individuals performing services under this Contract. If any authorization is revoked or denied by OAG, then Contractor shall immediately use its best efforts to assist the OAG in preventing access, use, or disclosure of OAG Protected Data and SAVNS Data and the Contractor shall be given notice of the denial.
- 14.3.1.1.3 OAG, in its sole discretion and without consulting Contractor, may immediately terminate OAG system access for anyone performing services under this Contract.
- 14.3.1.1.4 The Contractor shall immediately notify the OAG Contract Manager when any person the Contractor authorized to access the OAG systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.
- 14.3.1.1.5 The Contractor's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus, a log created on January 1, 2017, may be disposed of with all other systems access logs created in 2017 on January 1, 2025. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of the OAG within five (5) Business Days of the request.
- 14.3.1.1.6 The Contractor shall maintain appropriate audit trails to provide accountability for use and updates to OAG Protected Data and SAVNS Data, charges, procedures, and performances. Audit trails maintained by Contractor shall, at a minimum, identify the supporting documentation prepared by Contractor to permit an audit of the system by tracing the activities of individuals through the system. Contractor's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Protected Data and SAVNS Data. Contractor agrees that Contractor's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

#### **14.3.2 Prohibition on AI Training and Automated Processing**

The Contractor is expressly prohibited from using OAG Data, directly or indirectly, for the purpose of training, developing, or enhancing any artificial intelligence (AI) models, machine learning algorithms, automated decision-making systems, or similar technologies without the express prior written consent of the OAG. This prohibition extends to any AI-related data processing by the Contractor or any third party.

#### **14.3.3 Vulnerability Scans**

The Contractor shall perform vulnerability scans on Contractor applications that receive, process, store, transmit, access or protect sensitive OAG Protected Data and SAVNS Data. These scans shall be performed on both the Application and/or Operating System (OS) on at least a quarterly basis. In addition, the Contractor shall perform scans for any major system change in the application, OS, or server to identify any potential vulnerabilities that are introduced with the release of new software or hardware.

The Contractor shall provide a report to the OAG Contract Manager within two (2) Business Days after the scan has been performed. To track all previous and/or new security vulnerabilities that may exist within a system, a Plan of Action and Milestones spreadsheet shall be utilized for each system/application. This spreadsheet will be a means for both the OAG and the Contractor to track the status of previous and newly discovered security vulnerabilities with the details of the steps taken to completion.



- 14.3.3.1 Remediation of critical and high vulnerabilities is required within thirty (30) calendar days unless the effort can be shown to be problematic. Remediation of medium vulnerabilities are on a case-by-case basis agreed to by the parties within sixty (60) calendar days. Remediations of low vulnerabilities is not required.

#### 14.3.4 **Physical Security**

The computer site and related infrastructures (e.g. information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Protected Data and SAVNS Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

- 14.3.4.1 Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to, alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. The Contractor shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.
- 14.3.4.2 The Contractor agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management
- 14.3.4.3 In situations such as remote terminals, or office work sites where all the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with [NIST SP 800-63-3, Digital Identity Guidelines](#).
- 14.3.4.4 The Contractor shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

#### 14.3.5 **Logical/Information System Protections**

- 14.3.5.1 The Contractor shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

- Independent oversight of systems administrators and programmers
- Restriction of user, operator, and administrator accounts in accordance with job duties
- Authentication of users to the operating system and application software programs
- Adherence to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords
- Establishment of an authorization process for user access and privileges; any access not granted is prohibited
- Maintenance of Access Protection Lists that details the rights and privileges with respect to each such user
- Audit trails for user account adds, deletes, and changes, as well as access attempts and updates to individual data records
- Protection to prevent unauthorized processing in or changes to software, systems, and OAG Protected Data and SAVNS Data in the production environment.

The Contractor shall implement protection for the prevention, detection and correction of processing failure or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Protected Data and SAVNS Data.

- 14.3.5.2 The Contractor shall implement counter-protection against malicious software on the Contractor's internal systems used in Contract performance.
- 14.3.5.3 The Contractor shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.
- 14.3.5.4 The Contractor shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.
- 14.3.5.5 The Contractor shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

- 14.3.5.6 The Contractor shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

**14.3.6 Security Control Assessment**

The Contractor will engage a third-party or independently complete an annual security assessment and produce a report. The Contractor will provide the annual assessment report to the OAG.

The Contractor will engage a third-party to conduct an annual SOC 2 Assessment and produce a report. The Contractor will provide the annual audit report to the OAG.

**14.3.7 Cloud-Based Solutions**

TX-RAMP certification is required for Cloud-based solutions. Current TX-RAMP certification requirements can be found at [Texas Risk and Authorization Management Program \(TX-RAMP\)](#), Texas Department of Information Resources.

Cloud-based solutions proposed by the Contractor must be FedRAMP authorized. TX-RAMP certification is also required for cloud-based solutions and will be granted for cloud-based solutions that have achieved a FedRAMP authorization.

**14.3.8 Encryption**

OAG Protected Data and SAVNS Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission and during transport (i.e., the physical moving of media containing OAG Protected Data and SAVNS Data). OAG Protected Data and SAVNS Data must be encrypted using current FIPS-validated cryptographic modules. The OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to the Contractor by the OAG Contract Manager. The Contractor shall adhere to mutually agreed upon procedures for data transmission.

OAG Protected Data and SAVNS Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by the Contractor. The Contractor may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to the Contractor by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by Contractor, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to Contractor Information Systems backup procedure.

## **14.4 Security Audit**

**14.4.1 Right to Audit, Investigate, and Inspect**

Without requiring prior notification, the Contractor and the Contractor's Agents shall permit the OAG or the State Auditor of Texas, to:

- Monitor and observe the operations of, and perform security investigations, audits, and reviews of the operations and records of, the Contractor and the Contractor's Agents.
- Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system.
- Enter unannounced into the offices and places of business of the Contractor and the Contractor's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where the Contractor or the Contractor's Agents are found to be non-compliant with physical and/or data security protection.

- 14.4.1.1 Any audit of documents shall be conducted at the Contractor's principal place of business and/or the location(s) of the Contractor's operations during the Contractor's normal business hours and at the OAG's expense. The Contractor shall provide to the OAG and such auditors and inspectors as the OAG may designate in writing, on the Contractor's premises, (or if the audit is being performed of a Contractor's Agent, the Agent's premises, if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, at least one (1) workstation connected to each Contractor system subject to the audit, utilities and office-

related equipment and duplicating services as the OAG or such auditors and inspectors may reasonably require to perform the audits.

- 14.4.1.2 The Contractor shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of the Contractor or the Contractor's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the Contract.

## **14.5 Security Incidents**

### **14.5.1 Response to Security Incidents**

The Contractor shall detect and respond to Security Incidents which might occur. The Contractor shall respond to the Security Incident in accordance with the approved and agreed-upon Data Security Plan in Section 7.6.3. The OAG, in its discretion, may withhold 50% of the Contractor's monthly invoices for each month until an OAG-approved incident response plan is in place.

### **14.5.2 Notice**

In the event of an OAG Protected Data and SAVNS Data Security Incident, physical or logical, risk mitigation and notification must be made within 24 hours of the discovery or possible discovery to the OAG CISO and the OAG Contract Manager, by telephone and by electronic mail, of the Security Incident and the initial risk mitigation steps taken.

Within twenty-four (24) hours of the discovery, the Contractor shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing Attachment C, *Security Incident Report for Contractors and Vendors* to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum, the nature of the incident (e.g., data loss/corruption/intrusion), cause(s), mitigation efforts, corrective actions, and estimated recovery time.

- 14.5.2.1 Each day thereafter until the investigation is complete, the Contractor shall:

- Provide the OAG CISO, or the OAG CISO's designee, with a daily oral or electronic mail report regarding the investigation status and current risk analysis.
- Confer with the OAG CISO or the OAG CISO's designee, regarding the proper course of the investigation and risk mitigation.

- 14.5.2.2 Whenever daily oral reports are provided, the Contractor shall provide, by close of business each Friday, an electronic mail report detailing the foregoing daily requirements.

### **14.5.3 Final Report**

Within five (5) Business Days of completing the risk analysis and investigation, the Contractor shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

- A detailed explanation of the cause(s) of the Security Incident.
- A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Protected Data and SAVNS Data affected
- A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to the OAG that states the date the Contractor implemented the cure and a description of how the cure protects against the possibility of a recurrence

- 14.5.3.1 If the cure has not been put in place by the time the report is submitted, the Contractor shall, within thirty (30) calendar days after submission of the Final Report, provide a certification to the OAG that states the date the Contractor implemented the cure and a description of how the cure protects against the possibility of a recurrence.

- 14.5.3.2 If the Contractor fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, the Contractor agrees the OAG may exercise any remedy in equity, provided by law, or identified in the Contract.

#### 14.5.4 **Independent Right to Investigate**

The OAG reserves the right to conduct an independent investigation of any Security Incident, and should the OAG choose to do so, the Contractor shall cooperate fully, making resources, personnel and systems access available.

### **14.6 Remedial Action**

#### 14.6.1 **Remedies Not Exclusive: Injunctive Relief**

14.6.1.1 The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Contract, or at law or in equity. The OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that the OAG may have at law or equity.

14.6.1.2 If injunctive or other equitable relief is available, the Contractor agrees that the OAG shall not be required to post bond or other security as a condition of such relief.

#### 14.6.2 **Notice and Compensation to Third Parties**

14.6.2.1 In the event of a Security Incident, third-party or individual data may be compromised, and the OAG and the Contractor agree that the actual harm to such third-parties caused by the Security Incident is difficult to estimate.

14.6.2.2 Furthermore, the OAG and the Contractor agree that a reasonable forecast of just compensation is for the Contractor to provide to individuals whose personal, confidential or privileged data were compromised or likely compromised as a result of the Security Incident:

- Notification of the event
- Actual damages sustained by the individual as a result of the Security Incident and any prescribed statutory damages
- One (1) year of credit monitoring services, at no cost to each such individual, entity, or the OAG

14.6.2.3 Subject to OAG review and approval, the Contractor shall provide notice of the Security Incident, with such notice to include:

- A brief description of what happened.
- A description, to the extent possible, of the types of personal data that were involved in the Security Breach (e.g., full name, SSN, date of birth, home address, account number, etc.)
- A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches
- Contact procedures for those wishing to ask questions or learn additional data, including a toll-free telephone number, website and postal address
- Provide detailed instructions to take advantage of any credit monitoring or other service the Contractor shall offer
- Contact information for the Federal Trade Commission website, including specific publications

14.6.2.4 Notice of the Security Incident shall comply with [Section 504 of the Rehabilitation Act of 1973](#), with accommodations that may include establishing a Telecommunications Device for the Deaf (TDD) or posting a larger-type notice on the website containing notice. The Contractor and the OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither Party shall unreasonably withhold such agreement; however, the notice method must comply with the notification requirements of [Section 521.053, Texas Business and Commerce Code](#) (as currently enacted or subsequently amended). The Contractor must also comply with Section 521.053's "consumer reporting agency" notification requirements.

14.6.2.5 If the OAG, in its sole discretion, elects to send notice of the Security Incident in lieu of the Contractor sending notice, the Contractor shall reimburse to the OAG all costs associated with preparing and providing notice. If the Contractor does not reimburse such cost within thirty (30) calendar days of request, the OAG shall have the right to collect such cost by offsetting or reducing any future payments owed to Contractor.

### **14.7 Commencement of Legal Action**

The Contractor shall not commence any legal proceeding on the OAG's behalf without the OAG's express written consent.

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## **15 TERMS AND CONDITIONS**

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***NOTE:*** Additional OAG Terms and Conditions are incorporated herein as Attachment A.





# Summary Release Version



STATE OF TEXAS  
OFFICE OF THE ATTORNEY GENERAL  
RESPONSE TO RFO #302-25-02213

## SYLOGIST

### 1. COMPANY QUALIFICATIONS

# 2025

Date of Submission  
March 7, 2025

Created by  
**NATHAN BRANSCOME**  
SENIOR DIRECTOR VSS

Phone: (775) 721-4500  
Email : Nathan.branscome@Sylogist.com

Created for  
**STATE OF TEXAS**  
OFFICE OF THE ATTORNEY  
GENERAL

Phone : (512) 475-4489  
Email : roxanne.koltermann@oag.texas.gov

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This PDF Utilizes Bookmarks for rapid navigation and Appendices are included as labeled separate files.

## Organizational Summary

SylogistGov, Inc. provides SylogistGov Victim Services Suite (VSS), the next-generation solution designed to transform victim notification and support services for criminal justice organizations. Unlike traditional victim notification systems, SylogistGov VSS goes beyond notifications, offering a comprehensive suite of tools and features tailored specifically to meet the needs of victim assistance programs and criminal justice organizations. SylogistGov VSS supports victim engagement strategies, case management, offender mediation, resource management, event management, grants management, and more through its modular approach.

Sylogist has successfully implemented VSS solutions for the states of Texas, Indiana, South Dakota, Virginia, and Oregon, and is in the planning phases of implementation in two new states in the first quarter of 2025. These implementations have included the replacement of existing victim notification system installations in 4 states. Leveraging this expertise, we are proposing the unification of Victim Notification in Texas under the Texas Department of Criminal Justice Integrated Victim Services System (IVSS). This unification will provide a single point of contact serving victims and interested parties seeking notification, services, and offender updates throughout the full criminal justice cycle, and even providing notification to victims if their tracked offender re-offends.

Sylogist has working partnerships and experience with a growing number of JMS (Jail Management System), OMS (Offender Management Systems), and CMS (Case/Court Management System) vendors, and its flexible API can translate and intake data from nearly any system, either through direct API or batch read interface. Sylogist's integration framework is highly adaptable, accommodating state-specific requirements by allowing rapid reconfiguration of workflows and data mappings. This ensures compatibility with various data schemas and operational processes and makes legislative and regulatory changes easy and affordable to integrate. The platform also provides near-real-time notifications based on custody changes, court events, and other key triggers, with robust validation processes to maintain data accuracy and reduce erroneous alerts.

SylogistGov is confident that we can meet the requirements of the RFP through existing system capabilities, and with limited configuration and customization.

### **SylogistGov VSS Climbs Above the Rest in Victim Services**

While able to meet the capabilities of other systems, SylogistGov VSS brings a host of capabilities that no other commercially available victims notification system provides, including:

- The ability to report any data including charting and analysis and build your own reporting queries, to save the reports for reuse as needed, and to share such reports with others. This reporting capability goes way beyond the simple queries you get now, where you can filter for one or two attributes.
- The ability for a victim to register only once and be provided ongoing notification for an offender/defendant no matter how much time since the last incarceration.

- The ability for victims to specify days on which they do not want to receive non-emergency notifications.
- The ability for victims to specify what methods of notification (e.g., just this email address, just text for this phone number) they wish to receive after hours notifications should one occur.
- The ability for victims to specify what methods of notification should be used for each category of notification.
- The ability for victims to view recent notifications from their portal dashboard and to stop notification calls from their portal account.
- The ability to let victims define their relationship with the offender/defendant.
- The ability to allow local victim/witness staff to proxy register a victim and validate their victim status.
- The ability for victims or their proxies to identify the types of crime involved.
- The ability to provide additional types of notifications to validated victims.
- The ability to manually create a notification concerning one or many offenders/defendants.
- The ability to modify notifications including: the ability to review the text of a notification before sending it, the ability to modify the text of a notification, including all text components, as needed, and the ability to add special text statements that can be injected into specific event notifications.
- The ability to change the re-call schedule for phone calls.
- The ability to specify how many voicemails should be left on a phone number for a notification.
- The ability to allow victims to confirm phone calls without having to remember a PIN code.
- The ability to change the re-call schema if a notification voicemail was provided.
- The ability to stop calling all phones for a victim once a notification is confirmed on one of the phones.
- The ability to determine if the victim received notification some other way when one method fails.
- The ability to track and view every communication with a victim.
- The ability to trace a notification all the way back to the raw data provided by the agency.
- The ability to see all email and text notifications that are returned undeliverable and to see replies to emails and texts.
- The ability to set alert thresholds on the count of each notification event.
- The ability to set wait times for a type of notification
- The ability to specify types of delivery allowed for notification events.
- The ability to add new types of notifications and develop the message text for them.
- The ability to add links, FAQs, news items, downloadable publications, and other content to the portal without vendor assistance.

*All items in this packet are working drafts and contingent upon Commissioners Court approval.*

- The ability for resource providers to apply for inclusion in a provider directory and to manage the provider information.
- The ability to have a portal that is unique to the state/agency, to determine what can or should appear in the portal, to define the presentation of information, and for which new content and features can be added specific to the state/agency.
- The ability to extend the solution and add new features quickly.
- The ability to conduct a spontaneous outreach to victims, providers, or anyone else in the system based on common information (crime type, service provided, etc.)

### **A Unified Extensible Suite of Services**

SylogistGov VSS is a sophisticated suite of modules that can be added on after the original system implementation. Though the installation begins with the Victim Notification product, the Case Management system upon which it is built, and the portal, the system is then extendable with affordable modules that support a variety of victim services and restorative justice capabilities.

The vision for SylogistGov VSS is to provide a single location for victims of crime to access all of their needs from services, to notification, to restorative justice, to compensation and restitution, and more. We want to end the era of victims being required to reach out to numerous agencies and non-profits just to learn and apply for services that that state laws and constitutions entitle them too.

Here are a few highlights of the service modules we provide:

#### **Victim/Offender Dialog:**

Amongst the restorative justice practices VOD is one of the most powerful, but also one that comes with significant risks. Our VOD module was developed in partnership with the Texas Department of Criminal Justice, who have set the standard for the field. It provides a safe and controlled environment that prevents excess, unwanted, or accidental contact, and the ability to review and monitor exchanges to ensure that the safety, well-being and rights of all parties are protected.

#### **Victim Compensation and Restitution:**

The newest tool in the VSS set is our Victims Compensation System allowing the management of Victims Compensation Claims in addition to restitution and recovery. With an existing victim and offender database, managed safely in state hands, the compensation module can work in concert with the rest of the VSS suite to provide a powerful tool for both managing claims and managing the collection and payout of court ordered restitution.

#### **Case Management:**

Though part of the base solution, the inclusion of case management cannot be ignored. Allowing victims services staff to support access to services for victims of crime, collect



important reporting data for state required or federal VOCA reports, and provide a continuous linkage between victims and their advocates, the SylogistGov VSS Case Management system goes far beyond its competitors.

### **A System that puts Safety, Security, and State Control First**

In a time when security breaches are common and data management by external vendors is frequently suspect, Sylogist offers a solution that puts security first, and directly in the hands of the state that owns it. Installed in a FedRAMP/FISMA certified and state-owned Microsoft Government Community Cloud tenant owned by the Texas Department of Criminal Justice, you will have complete visibility and transparency in how your data is handled and where it is stored. Served by SylogistGov VSS, victim and offender data in Texas:

- Will NEVER leave the bounds of state and government owned systems and file stores.
- Will ALWAYS be available, accessible, and under control of State of Texas staff.
- Will NEVER be shared, mined, transferred, used as the basis for other products, or otherwise commodified by Sylogist (unless explicitly directed to by the state).

### **Prior Implementations**

#### **Indiana Department of Correction (IDOC)**

IDOC replaced the VINE system due to security, cost, and reliability issues. Sylogist implemented the core of a new notification system in seven weeks, improving customization and service for victims. The system enhanced victim notifications, law enforcement alerts, facility emergency alerts, sex offender registration processes, parole hearing management, and victim outreach efforts. It also set the foundation for expanding justice system capabilities with expansions and enhancements continuing today.

#### **Texas Department of Criminal Justice (TDCJ)**

TDCJ replaced VINE with the VSS powered IVSS solution that integrated the Texas Crime Victim Clearinghouse and Victim Offender Mediation Dialogue (VOMD). The Integrated Victim Services System improved data visibility, interoperability, and privacy. It introduced individual and general notifications, allowing for tailored notifications based on victim relationships or requests.

#### **Virginia Department of Corrections (VADOC)**

VADOC implemented VSS as a notification and case management solution to replace VINE and enhance victim services collaboration across state agencies. The system improved transparency, reporting, and agency-specific features, including collaboration spaces for the Virginia Parole Board and Attorney General's Office. It introduced blackout logic for contact-free days and agency-specific notification formats.

#### **Oregon Department of Corrections (ODOC)**

ODOC sought a transparent and flexible victim notification system with improved data protection to replace the VINE system. The system allows for manual outreach during emergencies (e.g., wildfire evacuations) and enables victims to customize after-hours notification preferences. The success

of the system has lead to statewide expansion and continued planning for new features such as linkage to state Medicaid databases to ensure federal compliance with requirements for incarcerated individuals.

### **South Dakota Attorney General's Office**

Unlike other states, South Dakota did not replace an existing system but implemented a victim services solution based on Indiana's SAVIN Dynamics template. It introduced victim verification, limited notification options for interested parties, and specialized law enforcement and attorney portals. The system integrated with USDOJ data exchange standards and featured automated phone notifications and proxy registration.

## **Your Core Sylogist Implementation Team**

The SylogistGov VSS delivery team brings decades of experience with a PMP certified Delivery Director bringing 27 years of experience, a product owner and lead engineer with 30 years experience in development and delivery, a solution architect with 24 years experience, and our contract manager and client service partner who bring 20 years of public sector victim services and public safety experience. Our dedicated team is public service focused, and ready to deliver a unified system for the state of Texas.

## **What our Customers Say**

*"This system revolutionized our Victim Services Unit and what we are able to offer victims. There is not enough space to express our gratitude and appreciation for the system's capabilities."*

Amber Leake

Victim Services Director

Virginia Department of Corrections

Amber also recently said at a National Association of Victim Assistance in Corrections meeting about the change to the Sylogist solution: *"I had a Pinto, I asked for a Camry, I got a Lamborghini!"*

*"This allows ODOC to manage the notification system utilizing best practices, emergency management protocols, and maintains 100% control of its content. "*

Parrish VanWert

Correctional Service Division Contracts Administrator

Oregon Department of Corrections

*"We were able to configure and implement the system in a very short timeframe while working with and migrating from antiquated legacy systems within our agency. I cannot imagine working this well with any other vendor."*

Angie McCown

Victim Services Division Director

Texas Department of Criminal Justice

At the end of the day SylogistGov VSS provides the most flexible and transparent notification capability on the market, all while ensuring state ownership of your data. We thank you for the consideration of the Sylogist offer and look forward to continuing to provide Texans with the best in victims services.

## Description of Offeror's Business and Legal Relationships

1. Offeror shall provide a description of the business (and if this is a joint venture, describe all businesses involved in the venture) including:

Business name: SylogistGov, Inc.

Address: 10354 W. Chatfield Avenue, Suite 200, Littleton, CO 80127

Type of Organization: C-Corporation

Date of formation: 08-28-1989

State of Charter and Corporate charter number: Delaware – File#: 2206174

FEIN: 52-1664004

### Description:

Located in Littleton, CO, SylogistGov Inc., ([www.sylogist.com](http://www.sylogist.com)), is a well-established and profitable business that has been serving federal and state government agencies, as well as not-for-profit/NGO organizations across the United States. We operate globally with 200 employees and supporting governments and non-profits in the United States, Canada, and the United Kingdom.

Sylogist specializes in providing comprehensive solutions for the public sector. With over 2,000 customers globally, including all levels of government, non-profit and non-governmental organizations, educational institutions, and public compliance-driven and funded companies, we have a proven track record in delivering successful solutions. Our company maintains industry-leading profitability, a strong balance sheet, a history of successful acquisitions, and a portfolio of mission-critical SaaS solutions.

Since July 2010, Sylogist has been offering Victim Notification Systems, successfully transitioning states such as Indiana, Texas, Virginia, and South Dakota to our SylogistGov Victim Services Solution. As a trusted Microsoft partner, we leverage Microsoft Dynamics 365 CRM and SharePoint at the core of our proprietary intellectual property. SylogistGov is highly regarded for its enterprise-level case management, grantor money management, and justice solutions.

To ensure the highest quality and value in our operations, we maintain a dedicated and experienced staff of public sector and nonprofit accounting professionals across all primary disciplines within our company. From Executive Management to Sales, Marketing, Client Services, Customer Care, and Research and Development, our team possesses the expertise necessary to deliver successful projects. With a focus on publicly funded organizations, Sylogist offers a unique blend of experience and subject matter expertise, reducing the overall risk associated with Victim Notification projects. Our staff boasts an average tenure of 9 years for both professional services and technical support. Moreover, our solution framework aligns with Microsoft's extensive research

and development investments in the Dynamics 365 application platforms, providing unparalleled investment protection.

2. Offeror shall provide the name(s) and provide a description(s) of any relationship(s) with any individual or entity that are, or may be, in any way related, directly or indirectly, in Preparation of a response and/or Performance of contract. This requirement to disclose and describe information includes any individual(s) and/or entity(ies) that provide financing or otherwise financially support, or expect to financially support, the Offeror in its performance of services under the Contract. If the business is a division or subsidiary of any other organization, the summary shall include the following information about the parent organization:

Business name: Sylogist Ltd

Address: Suite 401, 5920-1A Street SW Calgary, AB T2H 0G3

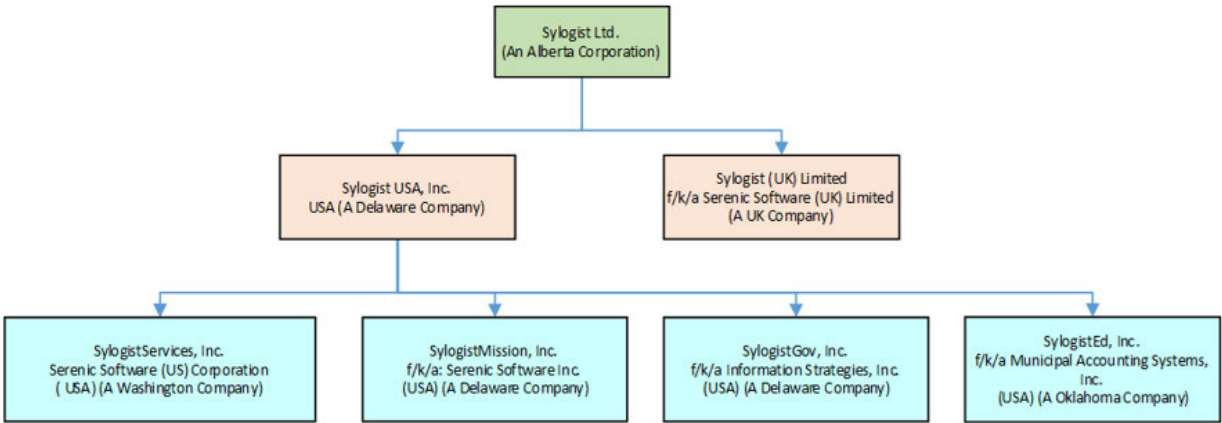
Type of Organization: C-Corporation

Date of formation: 01-01-2008

State of Charter and Corporate charter number: Alberta & Corporate Access Number: 2013692831

FEIN: N/A

Description:



Sylogist Ltd., provides mission-critical SaaS solutions to over 2,000 public sector customers globally across the government, non-profit, and education market segments. The Company's stock is traded on the Toronto Stock Exchange under the symbol SYZ. In addition, Sylogist Ltd. is the ultimate parent company to SylogistGov Inc. Information about Sylogist, inclusive of full financial statements together with Management’s Discussion and Analysis, can be found at

www.sedarplus.ca or at www.sylogist.com.

## Description of Contractors

Business name: Westpark Communications, L.P.

Address: 8917 Louetta Rd Suite 400, Spring, TX 77379

Type of organization: Call Center

Date of formation: March 1, 1968

State of charter and corporate charter number: Texas, 800903255

Listing of each principle partner or officer:

- Ted Edwards, Partner
- Edna Wesneski, Partner

Joshua Patten, Officer

FEIN: 26-1490834

**Description of Services:** Westpark Communications provides call center support for the SylogistGov VSS solution, and comprises approximately 7% of the contribution to the financial scope of the project. Westpark serves only as a call center, and does not implement or provide system or exchange support.



## Past Performance References

Please see Forms C submitted as part of the online submission of this document for Sylogist's references, and Form E submitted providing release of liability.

**SAVINS FORM B PRICING SUMMARY TABLE**

Pricing Tiers	Population Start	Population End	Startup & Implementation Costs*	Annual Jail Service Fee	Annual Court Service Fee*	Total Annual Fee per Tier (both Jails and Courts)
0	5,000,000	Unlimited	\$3500	\$130,655	\$33,451	\$164,116
1	3,000,000	4,999,999	\$2500	\$102,774	\$26,186	\$128,960
2	2,000,000	2,999,999	\$2500	\$74,465	\$18,966	\$93,431
3	1,000,000	1,999,999	\$2500	\$52,227	\$12,995	\$65,222
4	400,000	999,999	\$1750	\$36,731	\$9,139	\$45,870
5	250,000	399,999	\$1750	\$24,445	\$6,194	\$30,639
6	100,000	249,999	\$1750	\$12,268	\$3,052	\$15,320
7	50,000	99,999	\$1750	\$8,394	\$2,088	\$10,482
8	20,000	49,999	\$1500	\$5,452	\$1,180	\$6,632
9	0	19,999	\$1500	\$3,444	\$857	\$4,301

\*Startup & Implementation costs are waived for all present participants in the OAG SAVNS Grant program who participate in Phase I of the project.



## RENTAL SALES SERVICE



Customer name: *Gillespie County*

Date: 04/17/25

Contact:

Phone Number:

Fax Number:

E-Mail Address:

**Nueces Power Equipment**

**Adam Regalado**

cell: 210-861-6880

adam@npetex.com

BUY BOARD CONTRACT #

*740-24*

Purchase Order #:

Quote is good for 30 days

Equipment Description	DAY	WEEK	MONTH	ROUND TRIP DELIVERY/PICK-UP
Wirtgen WR200 Reclaimer	-	6,500.00	19,500.00	1,200.00
84" Padfoot roller		1,377.00	4,131.00	1,200.00
84" smooth drum roller		1,283.00	3,847.50	1,200.00
Wirtgen WR200 800L pump add on		2,430.00	2,430.00	
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
NPE 4697 FM 1516 North Converse, TX 78109 210-310-0066 Fax 210-666-2071	\$ -	\$ 11,590.00	\$ 29,908.50	Equipment
	\$ -	\$ -	\$ -	Damage waiver
		\$ 3,600.00	\$ 3,600.00	Delivery
	\$ -	\$ 15,190.00	\$ 33,508.50	Sub-Total
				Tax
				Diesel Fuel Surcharge
	\$ -	\$ 21.07	\$ 54.37	H.E.T.
	\$ -	\$ 15,211.07	\$ 33,562.87	TOTAL

Thank you for the opportunity to be your construction equipment partner in Central Texas

*All items in this packet are working drafts and contingent upon Commissioners Court approval.*