

**TxDOT Specification
961-53-46, January 2007**

TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION

SPECIFICATION NO.
TxDOT 961-53-46
DATED: JANUARY 2007

MARKETING, SALE AND DESIGN OF SPECIALTY LICENSE PLATES
PUBLICATION

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1. SCOPE: This solicitation is a Request for Proposal (RFP) for services to provide for the marketing, sale and design of new non-qualifying Specialty License Plates (SLP), including personalized and souvenir plates for the Vehicle Titles and Registration Division (VTR). Additional ancillary services, to be provided by the vendor, shall include, but not limited to, customer service, funds management, reporting, and project management.
2. GOAL AND OBJECTIVES
 - 2.1. Increase revenue generated for the state of Texas through the sale of specialty license plates (Ref. Para. 11.4.).
 - 2.2. Designs shall maintain the safety and legibility of license plates (Ref. Para. 13.1.).
 - 2.3. Provide high quality customer service (Ref. Para. 14.).
3. DEFINITIONS OF TERMS AND ACRONYMS
 - 3.1. PLATE CATEGORIES
 - 3.1.1. Non-Qualifying SLP: SLP with no eligibility requirements available for sale to the general public.
 - 3.1.2. Qualifying SLP: SLP which require proof of eligibility with the initial application, examples: military, military honors, professional, etc.
 - 3.2. PLATE TYPES
 - 3.2.1. Specialty license plate (random plate numbers).
 - 3.2.2. Personalized license plate (custom plate number).
 - 3.2.3. Personalized specialty license plate.
 - 3.2.4. Souvenir license plate (no plate number).
 - 3.2.5. Personalized souvenir license plate.
 - 3.3. ALPHANUMERIC CHARACTER: The unique identifying number or letter combination on the license plate.
 - 3.4. CLASS OF VEHICLE: The type of vehicle a particular plate is allowed to be displayed on, such as passenger car, light truck, motorcycle, etc.

- 3.5. COMMISSION: Texas Transportation Commission.
- 3.6. DLPS: Digital License Plate System.
- 3.7. DMS: (TxDOT) Department Material Specification.
- 3.8. DPPA: Driver Privacy Protection Act.
- 3.9. DPS: Texas Department of Public Safety.
- 3.10. EXISTING SLP: SLP already in production.
- 3.11. FIMS: (TxDOT) Financial Information Management System.
- 3.12. FIN: (TxDOT) Finance Division.
- 3.13. FTP: File Transfer Protocol.
- 3.14. GAAP: General Accepted Accounting Practices.
- 3.15. ISD: (TxDOT) Information Systems Division.
- 3.16. MINIMUM CONTRAST SCORE (MCS): As defined by the software program developed by TxDOT, measuring the contrast of the foreground characters against the background to ensure readability.
- 3.17. MOTOR VEHICLE DATABASE IDENTIFICATION (MVDI): A transaction that allows law enforcement access to motor vehicle data. It will access Registration and Title System (RTS), motor carrier, and motor vehicle dealer information.
- 3.18. NET REVENUE TO THE STATE: Unrestricted contribution to the State General Revenue Fund from the sale of SLP.
- 3.19. Personalized: custom license plate number.
- 3.20. POC: Point-of-Contact.
- 3.21. PM: Vendor Project Manager.
- 3.22. RA: Reflectivity unit of measure, calculated by taking the reflectiveness (from the sheeting), known as candela, divided by luminants/illuminants known as lux divided by the area. $Candela+lux+area=RA$ unit.
- 3.23. ROI: Region of Interest on license plate used to measure law enforcement legibility.
- 3.24. RTS (Registration and Title System): The registration and titling automated statewide system for motor vehicles.
- 3.25. SLP (Specialty License Plates): License plates designed to create awareness of an organization, institution of higher education, or cause, including personalized and souvenir.
- 3.26. SLPAC (Special License Plate Advisory Committee): A TxDOT Committee which recommends plate approval or rejection to the TxDOT Executive Director.
- 3.27. SOUVENIR: SLP not used as registration insignia; a souvenir version of an existing SLP; produced in standard and motorcycle sizes; identified to law enforcement by the use of a smaller font.
- 3.28. SOW: Statement of Work.
- 3.29. SPONSORING ORGANIZATION: Non-profit groups who help fund their cause's activities, programs, or services through the sale of SLP.
- 3.30. TDCJ: Texas Department of Criminal Justice.

- 3.31. **TXONLINE[®]**: The state's official e-government portal allowing motorists to renew vehicle registration through TXONLINE at:

http:// www.texasonline.com.
- 3.32. **VEHICLE REGISTRATION INFORMATION MANAGEMENT SYSTEM (VRIMS)**: VTR's electronic plate production/inventory system.
4. **BACKGROUND**: TxDOT has been responsible for the marketing, sale and design of SLP. These plates have been manufactured by TDCJ and will continue to be unless the Legislature changes this requirement. The marketing, sale and design services described in this RFP shall assist TxDOT in promoting new SLP authorized by Section 504.851 (Ref. Attachment A – Statutes). The statute also allows a vendor to market and sell SLP with the written consent of the sponsoring organization.
5. **REFERENCES**: Respondent shall submit references for all identical and similar services in marketing, sale and design, customer service, and financial reporting which are alike in size and scope that can verify the qualifications and experience requirements for services completed within the past 60 months. References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed. The response may be disqualified if TxDOT is unable to verify qualification and experience requirements from the respondent's references. The response may be disqualified if TxDOT receives negative responses. TxDOT will be the sole judge of references (Ref. Schedule 1 – Respondent References Sheet).
6. **RESPONDENT QUALIFICATIONS AND EXPERIENCE**: The respondent shall:
- 6.1. Be a company engaged in the business of creating consumer product demand for a minimum of three years experience within the last five years. Recent start-up businesses do not meet the requirements of this solicitation.
 - 6.2. Experience in consumer product market research, product branding, creating and placing advertising, media relations, public relations, and sales. Experience in marketing SLP is preferred.
 - 6.3. Have a performance record demonstrating sustained increased product sales for products they have marketed within the last five years.
 - 6.4. Have a minimum of three years of experience within the last five years providing sales processing and funds management services and demonstrate experience in use of GAAP.
 - 6.5. Demonstrate the ability to create a product adhering to pre-specified design criteria (Ref. Para. 13.).
 - 6.6. Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. TxDOT reserves the right to request a copy of the respondent's audited or un-audited financial statement.

When financial statements are requested (Ref. Para. 22.2.4.), TxDOT will review the respondent's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service required in the solicitation. TxDOT will be the sole judge in determining the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service. Factors to be reviewed include:

- 6.6.1. Balance sheets.
 - 6.6.2. Net working capital.
 - 6.6.3. Current asset ratio.
 - 6.6.4. Liquidity ratio.
 - 6.6.5. Auditor(s) notes.
 - 6.6.6. Any notes to the financial statements.
7. **PM AND TEAM MEMBERS QUALIFICATIONS:** The respondent shall provide the following key personnel:
- 7.1. **PM:** The respondent shall designate a PM with a minimum of three years experience within the last five years in project management for similar services.
 - 7.2. **TEAM MEMBERS:** The respondent shall designate team members with a minimum of one year of experience within the last three years in the services. Team members shall have the knowledge to develop and implement the service requirements in this solicitation.
8. **PM REQUIREMENTS:** The vendor shall:
- 8.1. Ensure the PM's primary responsibility shall be the day-to-day operation of the service in accordance with the requirements of the purchase order.
 - 8.2. Ensure the PM is a permanent staff employee of the firm and shall make the design and marketing of new SLP Project their first priority and primary responsibility. This person shall serve as the PM and POC to TxDOT.
 - 8.3. Ensure the PM coordinates closely with VTR's contract administrator.
 - 8.4. Ensure PM's attendance at regularly scheduled meetings between the vendor and TxDOT.
9. **PERSONNEL CONTINUITY AND REPLACEMENT**
- 9.1. TxDOT recognizes that events beyond the control of the vendor such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of the PM will require that the vendor propose a replacement. In the event that such a replacement is necessary, vendor agrees that no personnel shall begin work on the project without prior written approval from TxDOT.
 - 9.2. The vendor agrees that the PM and team members assigned to the project shall remain available for the entirety of the project throughout the term of the purchase order as long as that individual is employed by the vendor and until the project is complete.
 - 9.3. If TxDOT determines that the PM or team members are unable to perform in accordance with the service requirements or to communicate effectively, the vendor shall immediately remove that person.
 - 9.4. Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to TxDOT. A profile and references will be requested for the proposed replacement(s). TxDOT may reject any replacement if references or past working performance is questionable or unfavorable. TxDOT will be the sole judge of the qualifications of the proposed replacement personnel. TxDOT reserves the right to approve or disapprove any replacement and will provide approval in writing.

10. VENDOR REQUIREMENTS: The vendor shall:

- 10.1. Adhere to TxDOT Terms and Conditions identified on the solicitation.
- 10.2. **BACKGROUND CHECKS**: Ensure all employees and subcontractors who work on this purchase order have a minimum of seven years county, state, and multi-jurisdictional criminal background checks. TxDOT may request background checks on vendor's current employees who have resided outside of the state of Texas within the last seven years. TxDOT retains the right to request a copy of the background check for any employee.
- 10.3. Have each employee providing services sign and adhere to a TxDOT non-disclosure statement (TxDOT will provide) ensuring customer data is secured in accordance with the DPPA.
- 10.4. Establish an electronic infrastructure and interface coordinated and compatible with TxDOT's RTS and FIMS that will be coordinated upon approval of purchase order.
- 10.5. Validate and test all system applications developed for this service prior to initiating marketing efforts.
- 10.6. Notify TxDOT within 24 hours when SLP becomes unavailable for sale. Provide TxDOT and the County Tax Assessor-Collector's updated order forms within three business days.

11. MARKETING REQUIREMENTS: The vendor shall:

- 11.1. Conduct preliminary research on new SLP, target market size, proposed marketing options in Texas and provide TxDOT a copy of the raw data (in electronic format agreed to by TxDOT and the vendor) from the research.
- 11.2. Provide a written narrative summary report documenting the marketing research results, at the time of proposed plate submission.

NOTE: TxDOT will use this report to evaluate proposed promotional campaigns. The summary report shall be in addition to other information required by the SLPAC. TxDOT will agree to consider any research on qualifying SLP as well as non-qualifying SLP.

- 11.3. Provide statewide marketing services in English and Spanish.
- 11.4. Create, copyright, and execute promotional campaigns targeting the motoring consumer, designed to increase public awareness, stimulate sales, and renewals of new SLP, resulting in an overall increase in revenue for the state. Promotional campaign media may include, but are not limited to print advertisements, audio video and sound files, internet websites, and promotional items. Any campaign material shall be submitted to TxDOT for approval not less than 30 days prior to scheduled usage.
- 11.5. Submit an annual Marketing Plan containing measurable objectives and estimated costs for each year that the purchase order is in effect. The Marketing Plan may be amended if necessary and as mutually agreed upon by TxDOT and the vendor. The vendor shall not execute the plan until approved in writing by TxDOT. TxDOT requires 30 days to review and approve the annual marketing plan. Following the initial annual marketing plan, all subsequent plans shall be presented to TxDOT each year a minimum of 30 working days prior to the anniversary date of the purchase order issuance.
- 11.6. As part of the Marketing Plan, demonstrate how the campaign has appropriately considered the sense of pride each Texan has in our state.
- 11.7. Submit four 90-days SOW to TxDOT during the first year, detailing milestones and contingencies necessary to build the interface for this project. The SOW shall be submitted to TxDOT a minimum of ten calendar days prior to the first day of the 90-day work period.

- 11.8. Allow TxDOT, at its sole discretion, to disapprove or limit any aspect of the marketing plan in accordance with the statute.
- 11.9. Provide applications which represent the complete spectrum of SLP available for purchase in Texas and accept applications and application fees (not registration fees) for all vendor-created SLP.

12. **PRICING REQUIREMENTS:** The vendor shall propose a sales price to maximize revenue to the state.

12.1. **MINIMUM PLATE FEES: (provided for your information only)** The minimum current annual price (initial and renewals) for each plate type is:

- 12.1.1. Specialty license plate \$30.
- 12.1.2. Personalized license plate \$40.
- 12.1.3. Personalized specialty license plate \$70.
- 12.1.4. Souvenir license plate \$20.
- 12.1.5. Personalized souvenir license plate \$40.

12.2. **FEE SCHEDULE:** The vendor shall:

- 12.2.1. Submit a planned schedule of new SLP fees by plate type within 30 days of issuance of purchase order for approval by the Transportation Commission. Additional plate types may be proposed.

NOTE: It currently takes a minimum of four months process to set or change plate fees. Once the fees have been approved, the vendor cannot vary the price without submitting a new pricing structure for approval. Approval of the plate fee schedule shall follow the law.

- 12.2.2. SLP fees shall be for 12 month periods and must be renewed each 12 month period.

12.3. **TxDOT COSTS**

- 12.3.1. TxDOT may require the vendor to reimburse TxDOT in advance of initiating work on the first SLP, not more than one-half of TxDOT's anticipated costs in connection with the purchase order.
- 12.3.2. The vendor shall pay TxDOT \$8 per set of two SLP. This amount is subject to change based on materials cost.
- 12.3.3. The vendor shall pay TxDOT \$3640 in costs for each new approved SLP in advance before initiating work by TxDOT.
- 12.3.4. The vendor shall pay TxDOT \$895 in advance to redesign an existing plate, and \$3640 to convert a standard plate to motorcycle size and vice versa before TxDOT initiates any work.

12.4. **STATE REVENUE:** The minimum acceptable percentage for state revenue sharing of the plate application price is:

NOTE: These percentages do not include the current costs for manufacturing a set of plates.

- 12.4.1. 20 percent of the initial application fee.
- 12.4.2. 30 percent of the first year renewal fee.
- 12.4.3. 40 percent of the renewal fee from the second year on.

12.4.4. The respondent may propose a higher percentage of revenue sharing. The higher percentage will be one factor used to determine best value when evaluating responses
 (Ref. Schedule 2 – Fee Schedule and Percent State Revenue Share).

12.5. SPONSORING ORGANIZATIONS: If the vendor:

12.5.1. Elects to sell an existing SLP, the sponsor portion shall remain consistent with current statutory guidelines, i.e., \$22 for each specialty or personalized specialty plate, \$10 for each souvenir plate sold, and \$20 for a souvenir personalized plate.

12.5.2. Creates new SLP designs with a sponsor, the vendor and sponsor shall be responsible for negotiating a mutually agreeable sponsor compensation amount. Vendor shall obtain and show TxDOT written evidence of owner approval to use trademarked graphics when submitting designs.

12.6. TOTAL FEE CALCULATION EXAMPLE (SAMPLE SLP PRICE)

Initial \$100	=	(vendor profit + marketing costs) \$72	+	((20% x SLP App. fee) + \$8) \$28
1st year Renewal \$100	=	(vendor profit + marketing costs) \$70	+	(30% SLP App. fee) \$30
2nd year + Renewals \$100	=	(vendor profit + marketing costs) \$60	+	(40% SLP App. fee) \$40

13. GENERAL DESIGN REQUIREMENTS: The vendor shall design original new SLP, based on sound market research, which will generate significant revenue. The vendor shall design new SLP that do not compete directly for sales with existing SLP. When designing new SLP the vendor shall adhere to the following standards: (Ref. Attachment B – Plates Specifications and Graphics).

13.1. LAW ENFORCEMENT LEGIBILITY: A MCS of 90 shall be required by TxDOT for the ROI for all new or redesigned SLP to ensure readability and legibility. Software will be provided by TxDOT free of charge to assist the vendor to determine the MCS for all plate designs prior to submittal to TxDOT for approval.

13.1.1. Digital image in an approved format (i.e., jpg or bmp) of the proposed license plate graphic shall be submitted at the time the plate design is proposed.

13.1.2. The ROI for a six character plate shall be centered horizontally on the plate. The ROI for a five character plate shall be positioned on the left, right, or centered. Any area outside the ROI shall be ignored from the calculation. A graphic image, or any portion of it, inside the ROI, shall not interfere with the legibility. There shall be a second ROI, for the jurisdiction ID, "TEXAS."
 (Ref. Attachment B – Plates Specifications and Graphics).

13.2. PUBLIC SAFETY REFLECTIVITY: A minimum of 30 RA is required for all new or redesigned SLP to ensure nighttime visibility. This score shall be calculated using a retroreflectometer test for the entire passenger vehicle plate, using the number "1" as the alphanumeric.

13.3. PLATE MANUFACTURER: All SLP shall be manufactured at TDCJ. On occasion, TDCJ will have prison lockdowns at which time, there will be a temporary delay in manufacturing.

13.4. PLATE TEXTURE: SLP are flat with no debossing or embossing. No additional materials shall be added to the SLP.

- 13.5. DESIGN AND COLOR OPTIONS: White sheeting is currently available for plate manufacture, but vendor may add colored or preprinted sheeting. DLPS colors are currently available to print graphics and backgrounds although all colors are not achievable.
- 13.5.1. TxDOT may restrict the background color, or color combinations, if the DPS determines it necessary for law enforcement purposes, or tests indicate it does not meet reflectivity or contrast standards (Ref. Attachment B – Plates Specifications and Graphics).
- 13.5.2. Graphic designs may be used on SLP as long as they do not interfere with law enforcement legibility or safety reflectivity.
- 13.5.3. Graphic designs may cover the entire printable area of the plate.
- 13.6. DESIGN SOFTWARE: New SLP designs shall be submitted in a format as directed by TxDOT. SLP graphics shall be sent to TxDOT using Adobe Illustrator 10, in an uncompressed file. The file shall be sent via secure FTP, or other method as approved by TxDOT.
- 13.7. TESTING: At TxDOT's option, TxDOT may test all proposed base sheeting and inks for durability using a weatherometer prior to use.
- 13.7.1. Any materials that do not meet the requirements shall not be used. TxDOT will make reasonable efforts to provide results as quickly as possible but vendor should be aware this test takes a minimum of three months to simulate plate use.
- 13.7.2. TxDOT will test a prototype of the new SLP for reflectivity and minimum contrast score.
- 13.8. ADDITIONAL REQUIREMENTS
- 13.8.1. Each approved license plate design will remain the property of TxDOT. At the end of the purchase order, vendor shall transfer any intellectual property or licenses resulting from this purchase order that are held by the vendor or affiliated organization.
- 13.8.2. TxDOT will have final approval of plate design and terms, within bounds of the statute. TxDOT will make reasonable efforts to approve or disapprove the design as quickly as possible but the vendor should be aware this takes a minimum of 25 working days from the date of receipt. Approval will be made in writing (Ref. Attachment E – SLP Approval Process).
- 13.8.3. SLP standards may change due to new requirements established by statute or TxDOT policy and procedures.
- 13.9. PASSENGER, TRUCK AND TRAILER PLATES
- 13.9.1. Plate Size: 6 inches X 12 inches.
- 13.9.2. Font Specs
- 13.9.2.1. Font name: TXDLP2.5.
- 13.9.2.2. Maximum height: 2.5 inches.
- 13.9.2.3. Maximum width: 1 inch.
- 13.9.2.4. Minimum spacing between each character is: 3/8 inch.
- 13.9.2.5. The space the character occupies is constant and the characters are centered in this space.

- 13.9.3. Alphanumeric patterns shall be included on all SLP; six or fewer characters for passenger vehicles.
- 13.9.4. The word "TEXAS" shall be printed at the top, centered, and 1/2 inch from the top of the plate. The font shall be a modified Arial Black 101 pt. or equally readable font as approved in writing by TxDOT. The word "TRUCK" will also be printed at the top of the plate, below "TEXAS", as required.
- 13.10. **MOTORCYCLE PLATES:** The alphanumeric font for a motorcycle plate shall be:
 - 13.10.1. Plate Size: 4 inches X 7 inches.
 - 13.10.2. Font Specs
 - 13.10.2.1. Font name: TXDLP2.5.
 - 13.10.2.2. Maximum height: 1 – 1/2 inch.
 - 13.10.2.3. Maximum width: 3/4 inch.
 - 13.10.2.4. Minimum spacing between each character is: 1/4 inch.
 - 13.10.2.5. The space the character occupies is constant and the characters are centered in this space.
 - 13.10.3. Alphanumeric patterns shall be included on all SLP, using five or fewer characters for motorcycles.
- 13.11. **SOUVENIR LICENSE PLATES:** The vendor may sell a souvenir version of the new SLP if TxDOT agrees (Ref. Attachment B – Plates Specifications and Graphics).
 - 13.11.1. Plate Size: 6 inches X 12 inches or 4 inches X 7 inches.
 - 13.11.2. Font Specs: Any font may be used as long as the font height is 3/4 inch.
 - 13.11.3. A souvenir license plate is not an insignia of registration for a motor vehicle and shall not be used on a vehicle, including a motorcycle.
 - 13.11.4. Each souvenir license plate shall be clearly identifiable to law enforcement officers and others as a souvenir license plate. Souvenir plates cannot use standard license plate fonts.
 - 13.11.5. Souvenir license plates are exempted from law enforcement legibility requirements.
- 14. **CUSTOMER SERVICE REQUIREMENTS:** The vendor shall:
 - 14.1. Provide statewide customer support to the motoring public and county tax assessor collectors in the processing of new SLP.
 - 14.2. Maintain a customer service center in Texas, open for business at a minimum normal business hours; 8 a.m. to 5 p.m., Monday through Friday, Central Time. Maintain office closures or minimal staffing to the approved list of Texas state and federal holidays.
 - 14.3. Respond to telephone and written inquiries in English or Spanish regarding general SLP questions to include, but not be limited to: Application questions, status of the new SLP orders, fees, refunds, verify availability of new SLP, plate rejections.
 - 14.4. Prepare and submit notification letters for acceptance, rejection of plate requests and refunds of fees to the appropriate customers within three business days. TxDOT will approve the verbiage of any standard written customer correspondence prepared by the vendor prior to use.
 - 14.5. Address complaints received from its customers within three business days.

- 14.6. Provide copies of all customer complaints to TxDOT monthly in an electronic format designated by TxDOT.
- 14.7. Demonstrate an average answer delay (the time a customer waits in queue to be answered) of no more than 30 seconds.
- 14.8. Maintain a four percent or less abandoned call rate per month.
- 14.9. Process new SLP applications, and generate refunds as necessary.
15. **APPLICATION PROCESSING REQUIREMENTS:** The vendor shall provide data entry services to process new applications and funds (Ref. Attachment C – Application Flow).
 - 15.1. **APPLICATION SUBMITTAL PORTAL:** TXONLINE® is the recommended portal for submitting all new SLP applications.

NOTE: There is a fee for each transaction processed through TXONLINE. TxDOT will consider alternative processing methods proposed by the respondent with the same or lower cost to the state.
 - 15.2. **APPLICATION SUBMITTAL PROCESS:** The vendor shall: Submit the following fields of information electronically to TxDOT in a format specified by TxDOT.
 - 15.2.1. Plate number, if a personalized plate.
 - 15.2.2. County of residence.
 - 15.2.3. Customer name.
 - 15.2.4. Address.
 - 15.2.5. City, state and zip code.
 - 15.2.6. Other fields as required.
 - 15.3. **PERSONALIZED LICENSE PLATES:** The vendor shall:
 - 15.3.1. Examine all personalized license plate applications for the following criteria:
 - 15.3.1.1. Does it have a sexual connotation?
 - 15.3.1.2. Is it vulgar or inappropriate?
 - 15.3.1.3. Is it a derogatory reference to an individual or group?
 - 15.3.1.4. Is it a reference to alcohol, illegal activities, or substances?
 - 15.3.1.5. Is it misrepresentation of law enforcement or other government entities?
 - 15.3.1.6. Does it conflict with current plate patterns?
 - 15.3.1.7. Does it exceed the maximum six alphanumeric characters on general issue or five characters if the license plate has a design on the side?
 - 15.3.1.8. Is it listed in the objectionable file for those plates already identified as objectionable?
 - 15.3.1.9. Other criteria as determined by TxDOT.

- 15.3.2. TxDOT shall make available an updated "DO NOT ISSUE" list for the vendor to use initially in approving the alpha-numeric combinations.
 - 15.3.3. Submit a list daily of approved personalized plates for final approval in writing by TxDOT. The vendor can expect a decision from TxDOT 24 hours of submission.
 - 15.3.3.1. If TxDOT deems a customer selection is inappropriate, the personalized license plate selection shall not be issued.
 - 15.3.3.2. The vendor shall refund the plate cost to the customer and not process the order or send the funds to TxDOT, if the personalized combination is not approved.
 - 15.4. Hold all personalized plate selections not renewed for 60 calendar days from the date of expiration before making them available for re-issue.
 - 15.5. REJECTIONS: The vendor shall:
 - 15.5.1. Return the rejected application and corresponding revenue along with a letter to the customer explaining the reason for rejection as well as any instructions required for resubmission.
 - 15.5.2. Make all reject letters available to TxDOT via secure FTP site.
 - 15.5.3. Provide TxDOT a monthly summary listing of all rejected items, including a reason for the rejection.
 - 15.6. ORIGINAL APPLICATION HANDLING: The vendor shall maintain a hard copy or an electronic version of all applications to comply with established document retention guidelines.
16. FUNDS MANAGEMENT REQUIREMENTS (REF. ATTACHMENT D – TXDOT FUNDS MANAGEMENT)
- 16.1. FUNDS PROCESSING AND DEPOSITS: The vendor shall:
 - 16.1.1. Follow the transaction processing procedures of TxDOT within 72 hours of receipt of application.
 - 16.1.2. Use the TxDOT pre-determined statistical code as provided by TxDOT for each application and its corresponding revenue to correspond with internal department processes and systems.
 - 16.1.3. Electronically track each application and corresponding revenue in a record, preferably, a text file which can be uploaded into the TxDOT FIN system that, at a minimum, contains the following information:
 - 16.1.3.1. Date.
 - 16.1.3.2. Name of applicant.
 - 16.1.3.3. Method of payment.
 - 16.1.3.4. Amount of payment.
 - 16.1.3.5. Name of person who processed and entered data.
 - 16.1.3.6. Name of payee (if different from applicant).
 - 16.1.3.7. Check number/trace number.
 - 16.1.3.8. Statistical codes.
 - 16.1.4. Refund processing of returned plates:

- 16.1.4.1. The vendor shall process refund requests through TxDOT only when an unused, non-personalized SLP, refused by the customer, can be returned to inventory and can be reissued to another customer.
 - 16.1.4.2. TxDOT shall refund the \$8 TxDOT fee by warrant, issued to the customer, after TxDOT has invalidated the plate in RTS.
 - 16.1.4.3. Once funds for sales are received by TxDOT, refunds for hot checks, credit charged backs and returned personalized plates will not be issued to the vendor.
- 16.2. **AUDITING:** The vendor shall:
- 16.2.1. Stamp all applications with date received.
 - 16.2.2. Examine each application to ensure information is complete, including verifying the name, phone number, mailing address, city, state, zip code, and Texas county of residence.
 - 16.2.3. Submit to periodic and unannounced audits by an auditor of TxDOT's choosing.
- 16.3. **INVOICE RECONCILIATION:** The vendor shall:
- 16.3.1. Submit 100 percent of funds collected to the Texas Comptroller of Public Accounts via ACH/wire transfer to the account of TxDOT. Deposits must be submitted within 72 hours of receipt as per state statute.
 - 16.3.2. Submit a daily transaction file via flat file (in accordance to Section 14). Financial Management Requirements, 14.1.2. and 14.1.3. Reconciling applications with funds received by VTR and provide TxDOT electronic access to the vendor's files.
 - 16.3.3. Submit a weekly invoice system, summarize total amounts due based on types of plates sold during the previous week by Monday midnight, service dates and invoice numbers. TxDOT will remit to the vendor weekly, all funds due except TxDOT production costs and the state revenue share for all plates sold.
 - 16.3.4. In the event the vendor receives a new SLP order together with an existing, non-participating SLP order from the same customer, the funds and the applications shall be processed together, for customer service continuity. No funds will be returned to the vendor for the sale of existing, non-participating SLP.
 - 16.3.5. TxDOT will entertain alternative solutions for handling funds as long as it doesn't increase the state's cost.
17. **REPORTING REQUIREMENTS:** The vendor shall submit the following reports in an electronic format as directed by TxDOT:
- 17.1. Daily (by midnight), Weekly (by the following Monday midnight) and Monthly Sales (by first Monday midnight) report(s) summarizing revenue collected, plate types issued, refunds, and showing each processed application or transaction which contains:
 - 17.1.1. Date application was received.
 - 17.1.2. Received by name.
 - 17.1.3. Name of applicant.
 - 17.1.4. Name of payee (if different from applicant).
 - 17.1.5. Method of payment.
 - 17.1.6. Returned or refunds (require proof of deposit date).

- 17.1.7. Proof of deposit.
- 17.1.8. Plate number.
- 17.1.9. Type of plate.
- 17.2. Monthly Call Center Report (by following Monday midnight) indicating the average answer delay (the time a customer waits in queue to be answered), call volume and abandonment rates.
- 17.3. Monthly Customer Service Report (by following Monday midnight) indicating correspondence volume and turn around time.
- 17.4. Annual Summary Report (by following Monday midnight) providing an overview of all vendor performance areas.
- 17.5. Metrics used to measure sales and revenue increases or decreases.
- 17.6. Other reports as deemed necessary by TxDOT.
- 18. **QUALITY ASSURANCE PLAN:** The vendor shall provide a comprehensive, continuous, and measurable quality assurance program. The plan shall include:
 - 18.1. Strategies and processes to promote quality.
 - 18.2. Procedures to periodically measure and report quality performance to TxDOT throughout the contract period.
 - 18.3. No less than quarterly internal audits and the employment of external audit firms to conduct audits of its operations when requested by TxDOT.
 - 18.4. Controls to be used within the project to assure quality and consistency throughout the life of the project.
- 19. **BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN:** The respondent shall submit a business continuity and disaster recovery plan (limit one page). The disaster recovery plan shall cover how the recovery of the data and service shall be maintained in case of fire, theft, natural disaster, or technical difficulty. The vendor shall be responsible for all costs of the disaster recovery plan. The disaster recovery plan may include the transfer of this service to a subcontractor as approved in writing by TxDOT.
- 20. **PERFORMANCE REQUIREMENTS:** The executed purchase order shall contain provisions of minimum performance levels. TxDOT will evaluate the vendor's performance within 12 months of the start of the purchase order and at a minimum, annually thereafter. Failure to meet minimum expected performance shall result in payment of liquidated damages to the state.
 - 20.1. Implement a robust promotional and marketing campaign which will increase SLP revenue for the state. The minimum expected performance level is expected to be no less than an increase in net revenue of 50 percent per year over the life of the purchase order. Net revenue equals TxDOT and unrestricted general revenue.
 - 20.2. Create new SLP designs that adhere to the TxDOT design standards.
 - 20.3. Maintain a call center and demonstrate an average answer delay of no more than 30 seconds.
 - 20.4. Maintain a 4 percent or less abandoned call rate per month.
 - 20.5. Deposit funds within 72 hours of receipt according to TxDOT policy.

21. **TxDOT REQUIREMENTS:** TxDOT will:
- 21.1. Provide a contract manager and designated POC. This individual may be both contract manager and TxDOT's POC.
 - 21.2. Provide management oversight, technical assistance and written approval of all finished products provided by the vendor prior to release or implementation of any material developed.
 - 21.3. Schedule periodic meetings with the vendor to monitor progress of work.

NOTE: TxDOT will not pay for any travel expenses to and from scheduled periodic meetings.
 - 21.4. Approve or disapprove, in writing, any campaign material before usage.
 - 21.5. Approve each marketing plan. TxDOT may disapprove or limit any aspect of the marketing plans.
 - 21.6. Provide contract administration, perform periodic audits or field reviews as needed to ensure that the vendor is operating the program under the requirements of state law, the terms of the program rules contained in 43 TAC, Chapter 25, Subchapter G and the purchase order.
22. **RESPONSE SUBMISSION:** Failure by the respondent to submit the documentation listed below shall disqualify the respondent from further consideration. The response submission will be submitted in the following format:
- 22.1. **GENERAL FORMAT:** The respondent shall submit one signed and dated original (marked Original) and six copies (marked Copy). The submission shall be in separate loose leaf binders on one sided 8-1/2 X 11 inch paper and shall be tab-indexed corresponding to the sections listed below. Plastic spine-bound or wire bound submittals are highly discouraged. Include only the information specified for each section.
 - 22.2. **ORIGINAL RESPONSE:** The original response shall be tab indexed and include the following sections:
 - 22.2.1. **Section 1 – Original, Signed and Dated Execution of Proposal (Ref. Schedule 4 – Execution of Proposal).**
 - 22.2.2. **Section 2 – Fee Schedule and Percent State Revenue Share:** Submit the proposed fees for a new "Non-Qualifying" plate and the percent state revenue share percentage for the initial sale, state percent of the first renewal period; state percent of second and subsequent renewal periods (Ref. Schedule 2 – Fee Schedule and Percent State Revenue Share).
 - 22.2.3. **Section 3 – Company History and Profile:** Shall include:
 - 22.2.3.1. A brief description of the company, including the company name, address, phone number, legal status (i.e., corporation, partnership, etc.).
 - 22.2.3.2. Name, phone number and email address of the person TxDOT should contact with any questions regarding the response submission.
 - 22.2.3.3. Name and title of person signing the response.
 - 22.2.4. **Section 4 – Financial Standing:** Submit the most recent two years audited financial statements, or if audited financial statements are unavailable, un-audited financial statements shall be submitted and certified as true, correct and accurate by the chief financial officer or treasurer of the respondent's company (Ref. Para. 6.6.).

- 22.2.5. Section 5 – Respondent Qualifications and Experience: The respondent shall demonstrate successful past performance through submission of documentation showing relevant qualifications and experience. Respondent shall:
- 22.2.5.1. Provide a brief summary of experience in consumer product market research, product branding, creating and placing advertising, media relations, public relations, sales and the general nature of previous work your company has performed in three of the last five years.
 - 22.2.5.2. Provide the number of years in business, size, and scope of operation.
 - 22.2.5.3. If company has more than one office, staff sizes of each office shall be provided. If the project is to be a joint venture, all member firms shall be listed and staff members listed accordingly.
 - 22.2.5.4. Provide a recent performance record demonstrating sustained increased product sales within the last five years.
 - 22.2.5.5. Demonstrate a minimum of three years within the last five years experience providing sales processing and funds management services.
 - 22.2.5.6. Include evidence demonstrating the ability to create a product adhering to pre-specified design criteria.
- 22.2.6. Section 6 – PM and Team Members Qualifications (Ref. Para. 7.): The respondent shall:
- 22.2.6.1. Propose qualified PM and team members to accomplish the project in the required timeframe and quality for TxDOT. The respondent shall briefly explain the need for and duties of each position on the proposed staff.
 - 22.2.6.2. Provide profiles or narratives, for the PM and each team member designated to develop and carry out the project under the purchase order. Profiles shall include name and title, description of projects worked on over the past three years, estimated percentage of time staff member shall be dedicated to the project and description of skills and experience.
- 22.2.7. Section 7 – Marketing and Promotional Activities: Respondent shall describe their approach to meeting the marketing and promotional requirements as specified in Para. 11. in the order presented. Provide examples and evidence of ability to increase public awareness and stimulate sales of consumer products.
- NOTE: TxDOT has provided additional general information on Attachment F-1 Revenue Collected, F-2 Texas Vehicle Registration Projections 2006-2030 and F-3 Vehicle Titles and Registration FY 2005 Information.
- 22.2.8. Section 8 – Proposed Design Ideas.
- 22.2.8.1. Provide a list of 20 SLP design ideas which would appeal to diverse target markets and market sizes (Ref. Attachments E – SLP Approval Process).
 - 22.2.8.2. Describe approach to meeting the design requirements and standards as specified in Para.13. and Attachment B – Plate Specifications and Graphics.

- 22.2.9. Section 9 – Customer Service Requirements: Describe the approach to meeting the customer service requirements as specified in Para 14. in the order presented. Provide examples and evidence of ability to provide customer services, to include telephone and written correspondence in English and Spanish.
- 22.2.10. Section 10 – Application Processing Requirements: Describe the approach to meeting the application processing requirements as specified in Para. 15. in the order presented. Provide examples of ability to interface with external IT systems similar to TxDOT's RTS via TXONLINE[®] and FIMS.
- 22.2.11. Section 11 – Funds Management Requirements: Describe the approach to meeting the funds management requirements as specified in Para 16. in the order presented. Provide examples of abilities to comply with requirements similar to the TxDOT Funds Management and Cost Accounting Policy, Procedures and Systems (Ref. Attachment D – TxDOT Funds Management).
- 22.2.12. Section 12 – Reporting Requirements: Describe the approach to meeting the reporting requirements as specified in Para. 17. in the order presented. Provide examples of ability to generate monthly sales reports.
- 22.2.13. Section 13 – Quality Assurance Plan: Describe approach to meeting performance requirements (Ref. Para.18.).
- 22.2.14. Section 14 – Business Continuity and Disaster Recovery Plan: Respondent shall submit a business continuity and disaster recovery plan detailing how they propose to meet the specifications in the event vendor service is interrupted. The plan shall detail the vendor's backup and recovery process (Ref. Para. 19.).
- 22.2.15. Section 15 – Schedule 1 – Respondent Reference Sheet.
- 22.2.16. Section 16 – HUB Subcontracting Plan (included only with original signed response).
- 22.3. CD REQUIREMENT: The respondent shall submit Section 1 through Section 16 on a CD with the original signed and dated submittal.
- 22.4. COPIES: The six reproduced copies (marked Copy) shall include Section 3 through Section 15.
- 23. RESPONSE EVALUATION: Only complete responses with the required submittal documents (Ref. Schedule 3 – Minimum Qualifications Requirements) and meeting the minimum qualifications (Ref. Attachment G – Minimum Response Submission Requirements) will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive.
 - 23.1. STEP 1 – INITIAL EVALUATION: A TxDOT evaluation committee will evaluate and score each response based on established criteria. Respondents shall not contact members of the evaluation team.
 - 23.1.1. All responses will be evaluated according to the respondent's ability to meet best value and satisfy TxDOT requirements.
 - 23.1.2. Respondent qualifications and response submission information will comprise 90 percent of the initial evaluation total.
 - 23.1.3. Revenue to state will comprise 10 percent of the initial evaluation total.
 - 23.2. STEP 2 – ORAL PRESENTATION AND DISCUSSION: TxDOT may request that the top selected respondents give a presentation to TxDOT. A TxDOT evaluation committee will evaluate and score each presentation. Respondents shall not contact members of the evaluation team prior to or subsequent to the presentation.

- 23.2.1. TxDOT will provide an agenda for the presentation.
- 23.2.2. Respondents should be prepared to address any questions that may be asked by TxDOT evaluators.
- 23.2.3. Proposed key personnel may be expected to attend and participate in the presentation. TxDOT will notify the respondent with a list of titles or individuals who should attend the presentation. TxDOT will advise each respondent in writing of the location, date and time of their scheduled presentation. Preferably, a minimum of two weeks notice will be given to the respondent(s) selected for the oral presentation phase; however, there may be times when a shorter time frame is required.
- 23.2.4. Respondents may be asked to present an oral presentation of a marketing campaign for a sample, newly created SLP. TxDOT may request the respondent provide a presentation of Marketing plan overview and plate proposed fee schedule for all proposed plate types.
- 23.2.5. After oral presentations, TxDOT reserves the right to continue discussions or negotiations with selected respondents.
- 23.3. **STEP 3 – BEST AND FINAL OFFER (BAFO):** TxDOT may determine to award the purchase order for the service without requesting a BAFO, if it is in the best interest of TxDOT. TxDOT reserves the right to request a BAFO from selected respondent(s). The respondent(s) shall submit a final price and any added value or incentives. If more than one respondent reaches this level, the negotiated terms, references, BAFO and best value will be considered in the award, but TxDOT will make the final determination on what is the best value and solution for TxDOT.
24. **AWARD:** TxDOT reserves the right to award a purchase order to the company that provides the best service and value to TxDOT in performance of this service. TxDOT will be the sole judge of best value. Best value criteria may include, but is not limited to:
 - 24.1. Responsiveness to and completeness of the solicitation requirements.
 - 24.2. Proposals showing creativity and marketing skill.
 - 24.3. Experience in successfully providing similar types of services.
 - 24.4. Reasonability that the vendor will increase net state revenue.
25. **POST-AWARD MEETING:** The vendor shall attend a post-award meeting in Austin, Texas with the TxDOT representatives within 20 calendar days after the award of purchase order. The purpose of the meeting is to discuss the terms and conditions of the purchase order and to provide additional information regarding work plans, which shall be executed by both parties, wherein vendor(s) and TxDOT shall identify specific goals, strategies and activities planned for meeting particular program area objectives. The vendor shall provide a list of applicable questions and concerns no later than ten working days before the meeting.

NOTE: TxDOT will not pay for any travel expenses for this and other meetings.
26. **CANCELLATION AUTHORIZATION:** The vendor may cancel the purchase order resulting from this proposal, without penalty, by providing 90 calendar days written notice to TxDOT. TxDOT may cancel any resulting purchase order per Part I, Para. 20.2., of the TxDOT Terms and Conditions.

NOTE: This is an exception to Part I, Para. 20.2. of TxDOT Terms and Conditions, latest revision.

27. **CHANGES IN WORK:** If TxDOT finds it necessary to require corrections to completed work due to errors made by the vendor; the vendor shall correct the work at no cost to TxDOT. If the vendor does not make the corrections in within 3 days, TxDOT reserves the right to make the corrections and back charge the vendor.
28. **LIQUIDATED DAMAGES:** In the event the vendor fails to meet the minimum expected performance levels, TxDOT may, at its sole discretion, require the vendor to pay liquidated damages. Failure to perform includes, but is not limited to, failure to increase revenue generated for the state of Texas through the sale of SLP and provide high quality customer service. Failure will result in the state of Texas damages in the amount of:
- 28.1. The approximate amount of loss to the general revenue for failure to perform.
- 28.2. The cost of twenty administrative personnel (temporaries) for six months for failure to provide customer service as stated in Section 20.

NOTE: This provision is not intended as a penalty but as liquidated damages.

29. **CONFIDENTIALITY OR BREACH OF SECURITY**

- 29.1. TxDOT is governed by laws and regulations that make certain information confidential as well as specifying how public information is released. Vendor and its employees shall not divulge any information relative to TxDOT business to any third party without the prior written approval of TxDOT.
- 29.2. Vendor shall maintain compliance with all federal and state confidentiality laws.
- 29.3. If the vendor or its employees make any unauthorized disclosures of information available in performance of the contract or violate terms of the contract regarding the confidentiality of information and computer security, the contract may be immediately terminated by TxDOT.
- 29.4. Vendor shall immediately notify TxDOT's authorized representative upon the discovery of any breach of confidentiality or security. Vendor shall immediately provide all information related to any breach in writing to the TxDOT project manager. TxDOT reserves the right to conduct an investigation of any breach without vendor's participation.
- 29.5. New and existing SLP customer data may not be "mined"; sold, disclosed, or used to for the purpose of bulk distribution of surveys, customer retention or marketing solicitations by the vendor or third parties.

NOTE: release of motorists' personal information is restricted under the DPPA. TxDOT does not provide an "Opt-In" mechanism for either individual or marketing releases (Ref. Attachment A – Statutes).

- 29.6. The vendor shall adhere to the Texas Department of Information Resources web site guidelines for Privacy and Security in the design and operation of their interfacing web site. This information can be found at the following web site:

<http://www.dir.state.tx.us/standards/srrpub11.htm>.

30. **SUBCONTRACTING:** Subcontracting is allowed under the following circumstances.

- 30.1. Subcontractors providing service under the purchase order shall meet the same service requirements and provide the same quality of service required of the vendor.
- 30.2. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.
- 30.3. The vendor shall be the only contact for TxDOT and subcontractor(s).

- 30.4. The vendor shall maintain all project management, schedules, performance and responsibilities for subcontractors. The vendor shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.
- 30.5. TxDOT reserves the right to request the removal of vendor's subcontractor staff deemed unsatisfactory by TxDOT.
- 30.6. Subcontracting shall be at the vendor's expense.
- 30.7. It is the respondent's determination if they choose to subcontract any of the work under this purchase order with a Texas Certified Historically Underutilized Business (HUB) or other businesses.
- 30.7.1. If TxDOT has determined that subcontracting opportunities are probable, the class and items in which HUBS may be registered will be noted in the solicitation.
- 30.7.2. The respondent shall identify all proposed subcontractors at the time of response submittal. The required forms with video instructions on how to complete the HUB Subcontracting Plan forms can be found at the following website:
- <http://www.tbpc.state.tx.us/hub/forms/hubsubcontplan.html>.
- 30.8. **HSP PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT:** After award the vendor shall report all HUB and non-HUB subcontractor information using the HSP Prime Contractor Progress Assessment Report form. One copy of this report shall be submitted monthly to TxDOT's Business Opportunity Programs Office, and one copy shall be submitted with the invoice. Only actual payments made to subcontractors are to be reported. These reports will be required monthly even during months when no payments to subcontractors have been made. TxDOT may verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors.
- 30.9. TxDOT retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.
31. **AMENDMENTS:** TxDOT and the vendor reserve the right to amend the purchase order by mutual written agreement at any time during the term of service, as may be necessary to achieve the highest quality of production by the most efficient and cost-effective means or to include a different element or special feature that was not contemplated or fully developed the time of solicitation or changes due to changes in technology, statute, and TxDOT policy or procedures. The amendment process will be accomplished through a Purchase Order Change Notice (POCN).
32. **TRANSITION PERIOD**
- 32.1. **BEGINNING PHASE:** If the purchase order is awarded to a new vendor, the new vendor shall agree to a transition phase for a period of 90 days. These 90 days shall commence on a date confirmed in writing by TxDOT at the time of award. The new vendor shall be responsible to contact the previous vendor and request the transfer of all publications, documents, property, equipment, other material which TxDOT retains ownership right and any additional material related to work provided under the previous purchase order. TxDOT will provide assistance as needed for the efficient and smooth transfer of all material to the new vendor.

- 32.2. **ENDING PHASE:** At the termination date of the purchase order, the current vendor(s) shall cooperate fully, with the subsequent vendor(s), to transfer all publications, documents, property, equipment, and other material in which TxDOT retains ownership rights. This includes any additional material related to work provided under the current purchase order. During this transition period, this purchase order may be extended for an additional 60 or 90 days at the same price and terms and conditions to allow for the transition of all TxDOT data, material and education of purchase order requirements to the new vendor(s) and to allow the current vendor time to complete any project(s) in progress.
33. **CONFLICT OF INTEREST:** The vendor or vendor's subcontractor(s) covenants that it does not have, nor shall it acquire any interest that would conflict in any manner with the performance of its obligations in regard to services authorized.
34. **CONTRACT ADMINISTRATION:** Administration of the purchase order is a joint responsibility of the TxDOT Division and TxDOT Purchasing. TxDOT Purchasing staff will be responsible for administering the contractual business relationship with the vendor.
- 34.1. Any proposed changes to work to be performed, whether initiated by TxDOT or the vendor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized TxDOT purchasing agent.
- 34.2. Upon issuance of purchase order, TxDOT will designate an individual who will serve as the Contract Manager and POC between the agency and the vendor. The Contract Manager does not have any express or implied authority to vary the terms of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual's contract management and contract administration responsibilities include, but are not limited to:
- 34.2.1. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.
 - 34.2.2. Managing the financial aspects of the contract including approval of payments.
 - 34.2.3. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
 - 34.2.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
 - 34.2.5. Other areas as identified by the Texas Building and Procurement Commission state of Texas Contract Management Guide, latest edition.