

RAILROAD COMMISSION OF TEXAS
REQUEST FOR OFFER
APPLICATION MAINTENANCE & SUPPORT/APPLICATION
DEVELOPMENT FOR
SALESFORCE AND TOOLS IMPLEMENTATION SERVICES
AND SUPPORT (STISS)



Railroad Commission of Texas

1701 N. Congress Ave,

Austin, TX 78701

Request for Offer (RFO) No. 455-26-1018

Solicitation Posting Date

April 6, 2026

Response Due Date:

May19, 2026

Time (Central Time):

2:00 p.m.

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PART A PROJECT OVERVIEW

A.1. Definitions and Acronyms

When capitalized, the following terms and acronyms have the meaning set forth below in Table 1 Definitions and Acronyms. All other terms have the meaning set forth in Webster's II New College Dictionary

Table 1: Definitions and Acronyms

Addendum/Addenda	Modification to this solicitation, issued by RRC and posted to the Texas Comptroller of Public Accounts ESBD website (http://www.txsmartbuy.com/esbd) prior to Response due date.
Alternative Fuels Safety (AFS)	The Alternative Fuels Safety Department operates programs related to enforcing the State statutes and Commission regulations related to alternative fuels (LPG/CNG/LNG).
Alternative Fuels Online Filing System (AFOS)	A system that allows users to view class and examination schedules related certification for the safe transportation, storage, distribution, and use of the alternative fuels.
Case Administration Service Electronic System (CASES)	A system that allows users to search and view the RRC's case information online, including processed case documents.
Compliance Check	An audit of Vendor's compliance with the Contract may be performed by a third-party auditor, RRC's internal audit department, RRC's contract management

	and/or purchasing staff, or RRC's authorized designees.
Critical Infrastructure Inspection System (CIIS)	A system that tracks infrastructure designated as critical to be inspected for weatherization, allows for penalties to be assessed and helps populate the GIS MAP for submission to Public Utilities Commission (PUC).
Contract	The written agreement, if any, executed by the authorized representative of RRC and the Vendor, that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this solicitation, of the respective parties to the agreement.
Contract Documents	Includes the fully executed agreement between RRC and Vendor and fully executed amendments thereto (if any), Terms and Conditions of the Contract", specifications, solicitation documents, purchase orders, and any exhibits, appendices, and attachments thereto and incorporated therein through written reference.
Contractor	The individual or entity is qualified to provide the goods and/or services sought by RRC pursuant to this solicitation and who is ultimately selected to carry out the

	requirements stipulated in this solicitation and any resulting contract.
Days	The word “days” shall mean calendar days unless otherwise specifically noted. Business days shall mean Monday through Friday except holidays officially listed on the State of Texas Holiday Schedule and/or on which RRC headquarters office is closed.
EDI	Electronic Data Interchange
Event and Registration Management System (EVENTS)	A registration system for RRC conferences, seminars, webinars & other events.
Fiscal Year (FY)	RRC’s FY begins September 1 of one year and concludes August 31 of the following year.
Notice to Proceed (“NTP”)	The formal written authorization issued from RRC to Vendor, which indicates work under the Contract or Workorder issued thereunder is authorized to commence in accordance with the terms and conditions of the Contract and a Workorder issued thereunder and on, but not sooner than, the date specified within the Notice to Proceed.
Mine Inspection & Enforcement Reporting System (MINERS)	An application used to manage surface mining permits, inspections, enforcement activities, and land reclamation oversight.

	It supports internal regulatory workflows, public search and reporting, integrations with legacy systems, and robust document management and reporting capabilities.
MVP	Minimum Viable Product
Offeror	An individual or entity who submits a response to this solicitation.
Party	Individually either RRC or Vendor; collectively, "Parties".
Pipeline Inspection, Permitting, & Evaluation System (PIPES)	An application that allows users to search and upload records associated with the RRC's Pipeline Safety Program.
Purchase Order	RRC's fiscal form or format used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or another authorized instrument.) An RRC Purchase Order may be considered a Contract or one document of a collective set of Contract Documents that comprise a Contract.
RAD	Requests for additional data.
Railroad Commission of Texas (RRC)	The state agency responsible for the issuance of this solicitation.

Railroad Commission Access Management Process (RAMP)	The process by which RRC will manage accounts and provide access to new RRC applications
RRC Authorized Representative	The individual authorized to make decisions on behalf of RRC.
Railroad Commission Mapping Automation Portal (RRC MAP)	The online portal that allows users to identify the regulated entities that make up the supply chain of natural gas within their assigned organization.
Response	An expression of interest submitted by a Offeror to RRC because of this solicitation that contains the Offeror's statement of qualifications and other information evidencing the Offeror's qualifications to perform the services and work required under the Contract
Request For Offer (RFO)	This solicitation document requesting submittal of offer for the work requested. This RFO includes all attachments, appendices and exhibits hereto and/or that are incorporated by reference as though fully set forth within, and any Addenda that may be issued following issuance date of the original RFO document set.
Solicitation and Contract Documents	Those documents identified as a component of the solicitation, including all exhibits, attachments, and appendices thereto and/or that are incorporated by

	reference as though fully set forth within, and any Addenda that may be issued following issuance date of the original solicitation document set, and those documents identified as a component of the Contract agreement between RRC and the Offeror awarded a contract arising from the solicitation.
State	The State of Texas
TAC	Texas Administrative Code
Term	The period during which the Contract remains in force and effect. Extension of the Term shall occur only through written amendment to the Contract, fully executed prior to date of the Contract's then current Term.
Texas Cyber Command (TXCC)	The state agency established in TGC 2063 that is responsible for preventing and responding to cybersecurity incidents that effect governmental entities and critical infrastructure in this state.
Texas Damage Reporting Form (TDRF)	An application wherein users can create, view, and edit TDRF reports.
TGC	Texas Government Code
Vendor	The individual or entity qualified, in RRC's sole determination, to provide the goods and/or services sought by RRC pursuant to this solicitation and who is ultimately

	selected to carry out the requirements stipulated in this solicitation, and any resulting contract and Workorder issued under such contract.
Veteran Heroes United in Business (VetHUB)	As defined within Texas Government Code Chapter 2161 and amended by the Texas Comptroller of Public Accounts in its emergency rules, effective December 2, 2025.
Workorder	A description of a specific job or project arising under the Contract and that includes details applicable to the location(s), goods, services, and incidentals of work to be performed.

A.2. Introduction

In accordance with applicable provisions of Texas Government Code (TGC) Chapters 2054, 2063, 2155, 2156, 2157 and 2261, the RRC issues this Request for Offer (RFO) to qualified entities to submit a response to provide to RRC information technology services and support as described herein and in accordance with all terms, conditions, and specifications contained within the RFO and Contract Documents. Responses must be received by the RRC, Contract Management Section, via email no later than 2:00PM (CT), Tuesday, May 19th, 2026 for Solicitation No. 455-26-1018, Information Technology Services: Salesforce and Tools Implementation Services and Support.

A.3. Background

RRC seeks to procure implementation services from one or more Vendors in order to maintain, support, enhance, and expand RRC's current IT systems. RRC is continuing its commitment to quickly and efficiently transition from outdated and often unsupported applications to a modernized applications suite with readily available support.

The objectives of the Salesforce and Tools Implementation Services and Support RFO shall be to enable the RRC to:

- Respond to industry and leadership needs for modern technology interactions by implementing solutions in the Salesforce Platform.
- Respond to industry and leadership needs for continued modern technology interactions by enhancing existing solutions in the Salesforce Platform.
- Respond to industry, rule and regulation changes by maintaining support for the Salesforce applications.

A.4. RRC Overview

RRC is the State of Texas agency with primary regulatory jurisdiction over the oil and natural gas industry, pipeline transporters, the natural gas and hazardous liquid pipeline industry, natural gas utilities, the alternative fuels Liquefied Petroleum Gas, Compressed Natural Gas, Liquefied Natural Gas (LPG/CNG/LNG) industries, coal surface mining, and uranium exploration operations.

The RRC's stated mission is:

"...To serve Texas by our stewardship of natural resources and the environment, our concern for personal and community safety, and our support of enhanced development and economic vitality for the benefit of Texans."

By continuing to develop and enhance RRC's Salesforce platforms with business processes currently supported by older frameworks, RRC will carry on with its mission of stewardship of natural resources and the environment by allowing us to maintain and enhance current systems to more quickly process user requests.

The more efficient RRC is in processing applications, the more efficient the operators can be. This will improve economic vitality for the benefit of Texans.

A.5. Guiding Principles

The RRC recognizes that ensuring the efficiency and effectiveness of its programs is more than allocating and expending resources responsibly. The RRC seeks to further develop systems, workforce, and infrastructure to address complicated and evolving

challenges to the state's energy industries. Robust and secure information management systems, collaboration to develop innovative solutions, a highly skilled and diverse workforce, and a commitment to sustainability are the pillars that support the efficiency, transparency, accountability, and effectiveness of RRC programs.

A.6. RRC Operational Goals

- Protect public safety and the environment through compliance and enforcement strategies using appropriate tools that are effective, efficient, and transparent.
- Review current rules and forms to ensure relevance to current technology and industry practice in order to more effectively maximize protection of public safety and the environment while minimizing the cost of compliance for the regulated industries.
- Enhance collection of, access to, and use of data to improve RRC programs that ensure public safety and environmental protection.
- Invest in the quality and sustainability of the RRC's employees through needs assessment and professional development creating the optimal workforce.
- Encourage public engagement and increase educational outreach to improve understanding of the RRC's role.

A.7. Current State Challenges

RRC has seen an increase in demand for RRC services to be delivered through IT assets. The RRC's business processes are supported through a blend of methods including manual/paper-based processes, mainframe systems built in the 1960s, web based online filing systems implemented in the past twenty years, and RRC staff-supported desktop systems.

Any contract arising from this solicitation is intended to aid the RRC in its commitment to quickly and efficiently transition from outdated and often unsupported applications to Salesforce, a modernized applications suite with readily available support.

A.8. Stakeholders

The solution shall be leveraged by all divisions within the RRC as well as external operators and the general public.

As of 2025, RRC employs approximately 1000 employees. The RRC is comprised of multiple divisions, each charged with specific responsibilities related to executing the RRC's mission, described in Table 2. RRC Business Divisions and Responsibilities below:

Table 2:RRC Business Divisions and Responsibilities

RRC Business Division	Overview of Responsibilities
Operations	Operations supports The RRC in its mission through a variety of functions, including: • Hearings Division. • Critical Infrastructure Division (CID). • Procurement (Contracts and Purchasing). • Facilities/Fleet/Asset Management and Support Services. • Safety and Continuity of Operations (COOP)., • Ssupport to the State Operations Center when requested. Operations also develops and coordinates internal organizational policies to improve business efficiency and ensure employees have sufficient tools and resources to perform their duties in support of the RRC's mission.
Critical Infrastructure Division	RRC's CID is committed to serving the people of Texas by ensuring the natural gas industry consistently incorporates weatherization and reliability standards and practices to achieve uninterrupted natural gas production throughout the calendar year including periods of severe weather. The CID will vigilantly oversee and manage adherence to weatherization rules, adopted by the RRC, including ensuring companies within the natural gas supply chain register their assets as Critical Infrastructure.
Financial Services Division	The Financial Services Division provides financial services and support to the divisions of the RRC. The division's policies, procedures, computing systems and structures are designed to ensure and maintain the fiscal integrity of the RRC.

RRC Business Division	Overview of Responsibilities
Information Technology Services Division	The Information Technology Services (ITS) Division is responsible for providing automated information management services for the RRC in the central and district offices. The ITS Division resources are dedicated to support the Commission's divisions and leadership with their computing infrastructure needs. The ITS Division is responsible for ensuring the information resources essential to operate RRC activities including hardware, software and applications, are available and performing at optimal levels. System availability is a critical factor for enabling the RRC to meet regulatory requirements and achieve performance objectives. The ITS Division provides Customer Service and Operations, Desktop support, Network Administration, Program and Process Management and Applications Development and Maintenance.
Government Relations Division	Government Relations serves as the RRC's liaison with state leadership and members of the Texas Legislature on matters of policy affecting the RRC and constituent affairs. During legislative sessions, government relations identifies and monitors important issues and legislation that could affect the RRC and industries that fall under the jurisdiction of the RRC. The division also works closely with partner state agencies on issues of mutual interest or jurisdiction, when necessary.
Communications Division	The Communications Division serves as the primary contact with the public, media and stakeholder groups to distribute information about the roles and responsibilities of the RRC in regulating exploration and production of the state's energy resources. The division is responsible for maintaining the RRC's various communications platforms, including the RRC's websites, social media channels, news releases, monthly newsletters, and annual Year in Review reports. In addition, the division coordinates outreach to Texas citizens, industry, domestic and foreign government officials and delegations, through speaking engagements, special event planning and

RRC Business Division	Overview of Responsibilities
	training opportunities. The Communications Division also serves in the RRC ombudsman role and responds to inquiries from the public and industry representatives.
Office of General Counsel Division	The Office of General Counsel includes the General Law Section and the Legal Enforcement Section. The General Counsel is the RRC's legal advisor. The General Law Section provides legal advice to the Commissioners, the Executive Offices, and the various Divisions of the Commission. It handles contracts, open records, records retention, personnel matters, rulemaking, open meetings, and ethics for the Commission. In addition, the General Law Section is responsible for hearings on various matters such as permit renewal, surface mining, and other regulatory issues. The Legal Enforcement Section's primary responsibility is the enforcement of Commission statutes, rules, and regulations concerning safety and pollution in the energy industry. The Legal Enforcement Section supports the Office of the Attorney General in lawsuits regarding Legal Enforcement matters as well as bankruptcies that may affect the Commission. The Legal Enforcement Section also manages other types of hearings including Rule 15 hearings on P-5 renewals.
Hearings Division	The Hearings Division is responsible for scheduling, conducting, and preparing recommendations on hearings concerning oil and gas, gas utilities, pipeline safety, AFS, and surface mining matters within the Commission's jurisdiction. The Commission's hearings are presided over by eight administrative law judges and eight technical examiners.
Oil & Gas Division	The Oil and Gas Division regulates the exploration, production, and transportation of oil and natural gas in Texas. Its statutory role is to: (1) prevent waste of the state's natural resources; (2) to protect the correlative rights of different interest owners; (3) to prevent pollution; and (4) to provide

RRC Business Division	Overview of Responsibilities
	safety in matters such as hydrogen sulfide. The division accomplishes these goals by permitting and reporting requirements; by field inspections, testing programs and monitoring industry activities in the field; and through programs to remediate abandoned wells and sites using fees and taxes paid by industry and the public. The Oil and Gas Division is headquartered in Austin, Texas with nine district offices spread over the state.
Oversight & Safety Division	The Oversight and Safety Division has responsibility for Alternative Fuels, Gas Services and Pipeline Safety. The AFS department enforces both the state law and Commission regulations on the safe transportation, storage, distribution and use of alternative fuels, which includes liquefied petroleum gas (LPG) (commonly referred to as propane); compressed natural gas (CNG) and liquefied natural gas (LNG). The department conducts safety evaluations of stationary facilities and mobile equipment, licensing companies engaged in alternative fuel activities and provides training and licensing to individuals working in the alternative fuels industries. The Gas Services department's responsibilities include establishing and ensuring just and reasonable natural gas utility rates that promote safe, efficient, reliable, cost-based, investor-owned utility service to the citizens of Texas. The department's Market Oversight section participates in contested rate determinations, reviews non-contested filings, collects and publishes natural gas utility tariffs, resolves consumer complaints and informal industry complaints, enforces the Commission's requirements for utilities to file their gas curtailment plans, and administers a communication protocol during times of potential natural gas shortages. The department's Utility Audit section administers the gas utility tax (both in-house and by field audit), audits natural gas utilities to ensure the proper computation and billing of authorized rates, and determines gas utility status.

RRC Business Division	Overview of Responsibilities
	The Pipeline Safety department ensures that the pipelines in Texas' pipeline infrastructure (the largest in the nation) are designed, constructed, operated and maintained safely. The Commission is authorized by the Texas Utilities Code and Texas Natural Resources Code to regulate the safety of intrastate gas, hazardous liquid and CO2 pipelines in the state. The Commission is also certified by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration for the enforcement of federal pipeline safety regulations for intrastate pipeline facilities under the federal Pipeline Safety Act. In addition, the Pipeline Safety department enforces compliance by intrastate pipeline operators with federal and state laws and regulations and promotes public safety and awareness through the pipeline damage prevention program for Texas.
Public Engagement Division	The Office Of Public Engagement serves as a liaison to the citizens of Texas in addressing their questions and concerns and ensures excellent customer responses. They educate the public on the jurisdictional authority of the RRC and the impact of the Texas energy industry to the state, U.S. and global economies, and overall benefits to everyday lives. Additionally, they perform outreach to the public and internal and external stakeholders on state laws, RRC rules, and procedures and processes
Surface Mining & Reclamation Division	The Surface Mining and Reclamation Division (SMRD) is responsible for regulating surface mining for coal and uranium exploration. Companies mining coal/lignite in Texas must have an RRC permit and post a bond for each site they operate. Division personnel also make, at a minimum, monthly visits to mine sites, checking for compliance with coal mining regulations. SMRD also administers the reclamation of dangerous or environmentally harmful abandoned mine sites that were mined prior to the implementation of the federal surface mining law in 1975. Under this program, SMRD

RRC Business Division	Overview of Responsibilities
	ensures the safety of the public and protects the environment by eliminating these hazardous abandoned mines throughout the state.

A.9. Multi-Vendor Solutions (Joint Venture)

Multi-Vendor (e.g., joint ventures) responses will be allowed only if one party is designated as the Prime Contractor. If a Solution is proposed by more than one party, Vendor must list the parties as directed in the Response submission instructions. Additionally, the Response must clearly identify the responsibilities of each party in the Response. Services specified in the response may not be subcontracted without prior written approval of RRC, and approval of a request to subcontract shall not in any way relieve the Prime Contractor of responsibility for the accuracy and adequacy of the work. Additionally, any subcontracting must also be included on the Awarded Vendor's Veteran Heroes United in Business Historically Underutilized Business (VetHUB) Subcontracting Plan (HSP).

A.10. Multiple Responses

A Offeror may not submit more than one response as a Prime Contractor in response to this Solicitation. However, sub-contracting contractors may participate in multiple responses.

A.11. Term of Contract/Period of Performance

Any Contract resulting from this solicitation shall include an original term ending no later than August 31, 2028. At RRC's discretion, the original Contract term may be extended/renewed for up to three (3) additional one-year optional renewal terms ("Renewal Term"). Renewal Terms to any Contract shall be accomplished through a written amendment to the original Contract, fully executed prior to expiration of the Contract, and shall incorporate all terms and conditions of the original Contract as may be amended by mutual agreement between the RRC and Vendor.

A.12. Description of Work

As a result of this solicitation, RRC expects to receive and evaluate Responses and subsequently enter into negotiations that may culminate in a single contract or multiple contracts with multiple Vendors for Salesforce and Tools Implementation Services and Support (STISS) required to maintain, enhance, and expand RRC's current Salesforce systems between RRC and the successful Vendor or Vendors (individually "Party"; collectively, "Parties".) Work may also be specific to building defined integrations among legacy systems, current technology systems, and future systems. Additional instructions and required information regarding a Response that includes a Prime Contractor and Sub-Contractors are provided later in this RFO.

The implementation services include Project Management, Requirements Gathering, Business Analysis, Architecture, Data Modeling, Data Classification, Design, Integration Testing, Systems Testing, Regression Testing, Application Development, Configuration and Customization Services, User Acceptance Testing Preparation and support, Accessibility Testing, Training, and Full Product Documentation. Integration services will include development of applications, communication, and data connectivity solutions. These items are required to maintain, enhance, and integrate with RRC systems, built in the following platforms and frameworks. The platforms and frameworks that these systems are built in include, but are not limited to:

- Salesforce platform.
- Integration tools and other software to include, but not limited to databases, records management, and scheduling in use by RRC, including, but not limited to the following.
 - MuleSoft
 - Informatica
 - GoAnywhere
 - Snowflake
 - Box
 - Neubus
 - Conga

- JIRA
- Copado
- RunMyJobs
- Security tools and techniques in use by RRC.
- Data Classification tools and techniques in use by RRC.
 - In order to meet the compliance requirements of TGC 2063, as well as TXCC standards for data security and maturity, Offeror must be able to create data models that minimize data interference between different entities while sharing common data elements when applicable. All data fields and data assets must be classified using Excel or Informatica (Cloud Data Governance and Catalog (CDGC) in accordance with TXCC data classification protocols.

Offeror must include within their response any additional statements, including any statements arising from Section B.1 Submittal Instructions of this Solicitation, or such other information Offeror deems necessary, valuable, and appropriate to fully inform RRC of Offeror's qualifications, expertise, and superiority in selection as Offeror for Contract award. Vendor shall deliver Services, including but not limited to services detailed under A.16 Initial Workorder and A.17 Future Workorder Possibilities for the RRC. Vendor shall deliver the Services in accordance with the terms and conditions of the Contract while adhering to the highest of applicable professional standards.

Offeror shall submit qualifications for any and all applicable services listed in this RFO. Offeror must demonstrate proven experience in their response.

A.13. Warranty

Please see the Warranty and Certification provisions for this RFO in the Sample Contract (Attachment 6 Sample Contract). The selected Vendor will be responsible for providing the Warranties and Certifications in the Sample Contract.

A.14. Project Risks

- Multiple Vendors may be involved on work that overlaps or as joint solution. This will require coordination among parties and potential change management in-flight.

- Funding certainty across multi-year contracts will be dependent on continued legislative approvals.

A.15. Service Level Agreement and Vendor Responsibilities

Please see Attachment 11 for RRC's Service Level Agreement.

A.16. Initial Workorder

RRC is requesting that Offerors analyze the detail of work included in the Workorder items provided and submit a Workplan proposal with related costs to RRC.

A.16.1. IETRS Phase 5 Texas Damage Reporting Form (TDRF) System Replacement

The current TDRF online system is a Commission-maintained application for creating, viewing, and editing TDRF reports. The goal of this project is to implement the TDRF functionality in Salesforce. The objective is to work within the existing Inspection Enforcement Tracking and Reporting System (IETRS) Salesforce framework and create a new TDRF Salesforce application. The TDRF Salesforce application would allow for streamlined processes that would reduce processing time and accessibility for both RRC staff and the regulated community.

Below is the high-level scope of the project:

1. Allow external users (excavators/public- unauthenticated users and operators – authenticated users) to:
 - Login through RAMP (for authenticated users).
 - Submit TDRF forms online – including submitting documentation.
 - System shall create an Incident Report for reports submitted by the external user and link to a parent Incident.
 - Attach files (e.g. photos, proof of training course certification, etc.) when submitting a report (enhancement).
 - Submit multiple incident reports/mass upload (authenticated external user) – previously referred to as “EDI Upload.”
 - Submit violation payments. Implement an online payment option (enhancement).

- Respond to non-compliance items.
2. Allow internal users (RRC staff) to:
 - Process submitted reports and process dockets for non-compliance with the ability to email/mail notices directly within the application.
 - Implement a process that connects to the CASES application for applicable non-compliant dockets (enhancement – currently this is a manual process).
 - Implement an automated tool that gathers and prepares documents for monthly conference. The tool should also be able to automatically close dockets post-conference.
 - Manually record payments from Therefore. - get register number which will bring in payment info into SF.
 - Annotate excavator letters.
 - Maintain internal dashboards for tracking and reporting on workload.
 3. TDRF application connection with PIPES application, as needed, for accurate regulated community contact information.
 4. Generate Letters – including but not limited to docket letters and non-compliance letters.
 5. Migration of Data.

Salesforce system must support the following internal user functionalities:

1. Incident Management
 - Incident and Report Creation: The system must allow for the creation of new incidents and damage reports. An incident is an online collection of one or more reports.
 - Internal Report Creation: Users must be able to create an excavator report from an operator-submitted incident if the excavator report is missing.

- **Automated Matching:** The system must be able to automatically link excavator reports to existing operator reports i.e. Find an existing incident and file a damage report that will be linked to that incident.
- **Manual Matching (Re-parenting):** The system needs a manual utility to link an operator report and an excavator report together if they were submitted individually. This utility should allow users to search for reports by incident date or excavator name.
- **Report Deletion/Un-deletion:** The system needs a utility for internal users to delete and undelete reports.
- **Follow-Up and Notes:** The system should have a feature for analysts to set follow-up dates and make internal, private notes for themselves on each incident. The follow-up date should be a manual field.
- **Workflows and Assignment:** The system should support assigning incidents to specific reviewers.
- **Report Status:** The system must display the incident and report status.

2. Communication & Reporting

- **Automated Letters:** The system must be able to automatically generate and send out various types of letters to operators and excavators, including:
 - No Report Letter
 - Homeowner Letter
 - Final Notice (another No Report letter)
 - Non-Jurisdictional Letter
 - No Penalty Letter
- **Attachments:** The system should allow operators to upload photos or files to their reports. Internal users must also be able to add attachments to reports, such as scanned documentation. Excavators do not have the ability to upload attachments through the public-facing system and instead email them.
- **Data Queries:** The system must have a robust query function for internal users to search for information.

- Requests for Additional Data (RAD): The system should allow for the sending of RADs to operators and excavators when there is conflicting data between two reports.

3. Administrative Functions

- Docket Management: The system must support the creation, withdrawal, scheduling, and closing of dockets. It should also handle related processes such as preparing docket conference materials and processing non-compliant dockets.
- Data Exports: The system needs to support the creation of documents and spreadsheets, as the current system uses Microsoft Excel, Access, and Word to manage conference data.
- User Roles and Access: The system needs to differentiate between user types, such as operators, excavators, and internal reviewers, and provide the appropriate access and functionality for each role.
- System Testing: The system should have a separate test environment for beta testing new features and training employees.
- Integrations: CASES, PIPES, payment portal, Xerox.

A.17. Future Workorder Possibilities

RRC has identified additional efforts that may be implemented under the resulting contract for this RFO at a future time. These efforts are described in more detail below and are included in this RFO for Offerors to understand the type of work (both applications and integrations) that may be issued under the resulting contract. Although information is limited and binding pricing is not available at this time, the following sections describe the process that must be followed for any of these future Workorder possibilities.

A.17.1. CASES Enhancements

Most items in this attachment are already operating in RRC's existing Salesforce environment.

The RRC Case Administration Service Electronic System (CASES) product is built around a Salesforce platform with additional components of Box for document storage and Conga Composer for template creation. CASES facilitates the following processes:

- Tracking violations through compliance activities until case closure.
- Historical record storage and searchability.
- Movement of internal RRC records through various stages of enforcement and hearings processes.
- Generation of correspondence and reports through templates and data merging from stored records.

The CASES product is used primarily by RRC internal staff but also has an externally facing portal accessible for public search and for authorized parties the ability to upload documents to a case.

The CASES product has integration points with RRC legacy systems to share/update information needed for RRC wide continuity of external account and business organization records, as well as payments.

In addition to the above, CASES also has considerable reporting capability of the stored information within the system for creation, storage, and sharing.

CASES was built with the premise of using low code / no code development techniques complemented by custom code where needed to achieve desired outcomes.

During development, and after production deployment, of CASES there were several product enhancements identified and backlogged for potential future functionality improvements. It is anticipated that these enhancements will individually, or in groups, be documented for handling as part of a vendor Workorder. RRC is interested in the dynamics of cost and schedule to deliver an enhancement(s) in an efficient manner.

CASES enhancements may have one or more of the following characteristics:

- Change to the existing product functionality.
- Extension to the existing product functionality.
- Creation of a new module of functionality within the product.

- Architectural change or updates to the product.
- Change / creation of an integration to RRC legacy or new systems.
- Substantial product operational maintenance.

A.17.2. EVENTS Enhancements

The RRC Enterprise-wide Event and Registration Management System (EVENTS) product is built around the Salesforce platform. EVENTS facilitates the following processes:

- Preparing for and performing registration.
- Fee calculation and payment submittal.
- Registration documentation and communications.
- Search capability.
- Reporting capability.
- Events administration.

The EVENTS product is used by RRC internal staff and has an externally facing portal accessible for public users to register for events.

The EVENTS product has an existing integration with the RRC internal electronic payment functionality.

EVENTS was built with the premise of using low code / no code development techniques complemented by custom code where needed to achieve desired outcomes.

During development, and after production deployment, of EVENTS there were several product enhancements identified and backlogged for potential future functionality improvements. It is anticipated that these enhancements will individually, or in groups, be documented for handling as part of a vendor Workorder. RRC is interested in the dynamics of cost and schedule to deliver an enhancement(s) in an efficient manner.

EVENTS product enhancements may have one or more of the following characteristics:

- Change to the existing product functionality.
- Extension to the existing product functionality.
- Creation of a new module of functionality within the product.

- Architectural change or updates to the product.
- Change / creation of an integration to RRC legacy or new systems.
- Change to access and security for the product.
- Substantial product operational maintenance.

A.17.3. PIPES Enhancements

The RRC Pipeline Inspection, Permitting, & Evaluation System (PIPES) product is built around a Salesforce platform with the additional components of Box for document storage and Conga Composer for template creation. PIPES facilitates the following processes:

- Generating Inspection Schedules for the Pipeline Safety department.
- Historical record storage and searchability.
- Collection of relevant information throughout the pipeline inspection process.
- Generation of correspondence and reports through templates and data merging from stored records.

The PIPES product is used primarily by RRC internal staff but also has an externally facing portal accessible for public search and for authorized parties to submit reporting information.

The PIPES product has integration points with RRC legacy systems to share/update information needed for RRC wide continuity of external account and business organization records as well as payments.

In addition to the above, PIPES also has considerable reporting capability of the stored information within the system for creation, storage, and sharing.

PIPES was built with the premise of using low code / no code development techniques complemented by custom code where needed to achieve desired outcomes.

During development, and after production deployment, of PIPES there were several product enhancements identified and backlogged for potential future functionality improvements. It is anticipated that these enhancements will individually, or in groups,

be documented for handling as part of a vendor Workorder. RRC is interested in the dynamics of cost and schedule to deliver an enhancement(s) in an efficient manner.

PIPES enhancements may have one or more of the following characteristics:

- Change to the existing product functionality.
- Extension to the existing product functionality.
- Creation of a new module of functionality within the product.
- Architectural change or updates to the product.
- Change / creation of an integration to RRC legacy or new systems.
- Substantial product operational maintenance.

A.17.4. Critical Infrastructure Inspection System (CIIS) Enhancements

CID has regulatory authority for weatherization of electricity supply chain facilities.

Responsibilities of CID include:

- Tracking critical infrastructure and non-critical facilities in the electricity supply chain.
- Collaborating with other state agencies by securely sharing confidential and non-confidential data.
- Analyzing emergency operations plans developed by natural gas facility operators that produce, treat, process, pressurize, store, and transport natural gas that are included in the electricity supply chain.
- Inspecting gas supply chain and pipeline facilities for compliance with weather preparation standards.
- Tracking and comparing data submitted by operators and collected during inspections.
- Producing confidential and public reports using electricity supply chain and weatherization data.

The CIIS product is used primarily by RRC internal staff but also has an externally facing portal accessible for public search and for authorized parties to submit reporting information such as attestations for weatherization.

The CIIS product has integration points with RRC legacy systems to share/update information needed for RRC wide continuity of external account and business organization records as well as payments.

In addition to the above, CIIS also has considerable reporting capability of the stored information within the system for creation, storage, and sharing.

CIIS was built with the premise of using low code / no code development techniques complemented by custom code where needed to achieve desired outcomes.

During development, and after production deployment, of CIIS there were several product enhancements identified and backlogged for potential future functionality improvements. It is anticipated that these enhancements will individually, or in groups, be documented for handling as part of a vendor Workorder. RRC is interested in the dynamics of cost and schedule to deliver an enhancement(s) in an efficient manner.

CIIS enhancements may have one or more of the following characteristics:

- Change to the existing product functionality.
- Extension to the existing product functionality.
- Creation of a new module of functionality within the product.
- Architectural change or updates to the product.
- Change / creation of an integration to RRC legacy or new systems.
- Substantial product operational maintenance.

A.17.5. RRC MAP Enhancements

CID also has regulatory authority for weatherization of electricity supply chain facilities.

Responsibilities of CID include:

- Tracking critical infrastructure facilities in the electricity supply chain.
- Collaborating with other state agencies by securely sharing confidential and non-confidential data.
- Analyzing emergency operations plans developed by natural gas facility operators that produce, treat, process, pressurize, store, and transport natural gas that are included in the electricity supply chain.

CID is newly established and there is no historical data available.

The RRC MAP product is used primarily Operators to confirm their supply chain and name their suppliers. It is also used by RRC internal staff to review connections, assess disputes, and assist the Operator when needed.

The RRC MAP product has integration points with RRC legacy systems to share/update information needed for RRC wide continuity of external account and business organization records as well as payments.

In addition to the above, RRC MAP was designed to feed the CIIS system as well as the GIS Map that provides the PUC with data for the Critical Supply Chain Map used in weather emergencies.

RRC MAP was built with the premise of using low code / no code development techniques complemented by custom code where needed to achieve desired outcomes.

During development, and after production deployment, of RRC MAP there were several product enhancements identified and backlogged for potential future functionality improvements. It is anticipated that these enhancements will individually, or in groups, be documented for handling as part of a vendor Workorder. RRC is interested in the dynamics of cost and schedule to deliver an enhancement(s) in an efficient manner.

- RRC MAP enhancements may have one or more of the following characteristics:
- Change to the existing product functionality.
- Extension to the existing product functionality.
- Creation of a new module of functionality within the product.
- Architectural change or updates to the product.
- Change / creation of an integration to RRC legacy or new systems.
- Substantial product operational maintenance.

A.17.6. MINERS Enhancements

The Surface Mining and Reclamation Division (SMRD) regulates surface mining for coal or exploration. Mining companies must have a Commission permit and post a bond for each mining site they operate in the state. The SMRD division reviews proposed mining

permit applications to see if the mine will impact the environment and to determine if the procedures proposed to be used in reclaiming the land after mining is finished meet regulatory requirements. Division field personnel make regular visits to mine sites, checking for compliance with Commission rules. The Commission also administers a federal program to reclaim abandoned mine sites that predate federal surface mining laws.

The RRC Mine Inspection & Enforcement Report System (MINERS) Prototype was built around a Salesforce platform with the additional component of Box for document storage or Neubus for records storage and management. The MINERS Prototype demonstrated some of the following processes:

- Scheduling regular or unique inspections.
- Reviewing inspection reports.
- Preparing and managing notifications pertaining to violations.
- Intake of complaints.

The MINERS Prototype was built with the premise of using low code / no code development techniques complemented by custom code where needed to achieve desired outcomes.

The MINERS Prototype is in queue for build-out as a full-featured product for SMRD.

MINERS build-out work will entail one or more of the following:

- Additional breadth and depth of requirements, design, and development to complete the product.
- Change to the existing prototype functionality.
- Extension to the existing prototype functionality.
- Creation of a new module of functionality within the prototype.
- Architectural change or updates to the prototype.
- Creation of an integration(s) to RRC legacy or new systems.

The MINERS product is used primarily by RRC internal staff but also has an externally facing portal accessible for public search and for authorized parties to submit reporting information.

The MINERS product has integration points with RRC legacy systems to share/update information needed for RRC wide continuity of external account and business organization records as well as payments.

In addition to the above, MINERS also has considerable reporting capability of the stored information within the system for creation, storage, and sharing.

MINERS was built with the premise of using low code / no code development techniques complemented by custom code where needed to achieve desired outcomes.

During development, and after production deployment, of MINERS there were several product enhancements identified and backlogged for potential future functionality improvements. It is anticipated that these enhancements will individually, or in groups, be documented for handling as part of a vendor Workorder. RRC is interested in the dynamics of cost and schedule to deliver an enhancement(s) in an efficient manner.

MINERS enhancements may have one or more of the following characteristics:

- Change to the existing product functionality.
- Extension to the existing product functionality.
- Creation of a new module of functionality within the product.
- Architectural change or updates to the product.
- Change / creation of an integration to RRC legacy or new systems.
- Substantial product operational maintenance.

A.17.7. Alternative Fuels Online Filing System (AFOS)

The RRC is responsible for regulating the safe storage, transportation and use of Liquefied Petroleum Gas (LPG, Propane, Butane), Compressed Natural Gas (CNG), and Liquefied Natural Gas (LNG), pursuant to the Texas Natural Resources Code (TNRC). The Commission has also adopted regulations for each fuel type under the Texas Administrative Code, Title 16, Chapters 9, 13, and 14, respectively.

The AFS department enforces both the state statutes and the Commission's regulations on these fuels, by conducting safety evaluations of stationary facilities and mobile equipment, licensing companies engaged in alternative fuel activities, and providing training to individuals working in the alternative fuels industries.

Major AFS business processes include:

- Conducting inspections of mobile and stationary alternative fuel systems through a risk-based evaluation model.
- Investigating accidents and complaints involving alternative fuels transports and installations.
- Processing notices of and approving mobile and stationary alternative fuel installations.
- Licensing companies to perform activities with alternative fuels, including annual license renewal.
- Certifying individuals through rules-based examinations to perform activities with alternative fuels, including annual certification renewal.
- Training individuals on the rules required to safely transfer, service and install LPG for specific certifications, including continuing education requirements, and
- Registering units transporting alternative fuels, including annual registration renewal.

For the AFOS component, RRC intends to enhance the current capabilities of the system to allow the Alternative Fuels regulated community to submit company licensing and individual certification data online. It would also account for modifications that will address newly approved rule changes.

AFOS System Expansion & Optimization This phase focuses on building upon the existing Minimum Viable Product (MVP) by developing additional high-priority internal objects and workflows. The goal is to enhance core system capabilities, streamline internal operations, and prepare the system for external user integration. Key areas include adding the Accidents and Complaints objects.

AFOS External User Portal: Develop an external portal for AFOS system users to review, submit, and track applications (etc.). This phase enhances the system's accessibility and interaction capabilities for external stakeholders.

- Phase 4.1 (4.1) -System Expansion & Optimization to enhance core system capabilities, streamline internal operations.
- Phase 4.2 (4.2) -System Expansion & Optimization to prepare the system for external user integration including adding the Accidents, Administrative Actions and Complaints objects.
- Phase 4 – External: User Portal Development - Develop an external portal for AFOS system users to review, submit, and track applications.

A.17.8. Gas Utility Regulatory Filings and Auditing System

The Gas Services Department within the Oversight & Safety Division provides auditing, market oversight, dispute resolution, and rate analysis and review to ensure that natural gas utilities provide safe and reliable service at just and reasonable rates.

Responsibilities of the Gas Services department include:

- Conducting field utility audits based upon an annual, prioritized Audit Plan.
- Administering/collecting the Gas Utility Pipeline Tax.
- Determining gas utility status.
- Maintaining natural gas utility filings and tariffs to ensure compliance with approved rates.
- Resolving consumer complaints and informal industry complaints.
- Enforcing the Commission's requirements for utilities to file their gas curtailment plans, and,
- Administering a communication protocol during times of potential natural gas shortages.

The Gas Utilities' Audit and Market Oversight component will provide a more user-friendly and efficient online filing system that enables the gas utilities community to comply with regulatory requirements. It will provide functionality to submit regulatory filings online, manage utility company audits, and record and track consumer

complaints. Currently, the regulated industry must mail, fax or email documents to submit the required information. Industry, legislators, and the public have asked for more access to Commission data.

As part of Phase 1 of the Gas Utilities Audit and Market Oversight project, the system will provide Salesforce-based functionality to replace mainframe processes for:

- Gas Utility Company Master Record Management - Comprehensive utility company profile and data management.
- Gas Utility Annual Reports Tracking - Status monitoring, delinquency tracking, and extension management (data entry functionality deferred to later phase).
- Gas Utility Quarterly Tax Reporting - Complete tax reporting workflow including data entry, payment processing, and penalty management.
- Consumer Complaints Processing - Multi-channel complaint intake, investigation tracking, and reporting.

A.18. Assumptions

1. All deliverables will have agreed upon acceptance criteria defined in the associated Deliverable's Expectation Document provided by Vendor that has received RRC approval.
2. An approved Workplan, including related RRC comments and accepted responses, will be carried forth in the Implementation Phase of the Workplan.
3. Vendor will be responsible for ensuring appropriate measures, as defined in the associated design documents agreed upon by RRC and Vendor are in place to secure any sensitive data stored in any environment.
4. All work done for the Workplan that may affect other applications will be identified by the parties in the agreed upon Workplan and coordinated so that production environment of other applications is not adversely affected.
5. Although RRC will be responsible for User Accessibility Testing of the developed system, the Vendor will implement a solution that meets state and federal accessibility requirements.

6. Vendor may use development, testing and tracking tools that are not provided by the RRC, with prior written agreement with RRC and with understanding that the vendor must provide their own licenses and maintenance of these tools. RRC will have access to these tools for the life of the project at no extra cost. Before the Workplan is concluded and tools are no longer available to the RRC, vendor shall be required to provide RRC with all project artifact extracts in a format agreed upon between RRC and Vendor.
7. Vendor will evaluate the organization, roles, location, and quantity of RRC staff and RRC external users targeted for training. Based on this analysis, Vendor will propose methods and media to most effectively deliver training on the product.

A.19. RRC Resources

RRC staff that may be appointed by RRC to support the Vendor Workplan effort include, but are not limited to:

- RRC business users as Subject Matter Experts (SME), and related SME management.
- RRC Information Technology Services (ITS) technical staff in roles of Developer, Database Administrator (DBA), Business Analyst (BA), and others as requested in the Workplan.
- RRC ITS Security staff; including the Information Security Officer.
- RRC's Chief Data Officer.
- State of Texas Shared Technology Services (STS) contacts; and
- RRC ITS project manager(s).

A.20. High Level Workorder Deliverable Items

The Vendor Workplan must describe a detailed approach for the implementation of each requested Workorder. The Workplan is submitted to the RRC Contract Manager and RRC Program Manager within the requested due date defined in the Workorder.

A.21. Requirements for Workorder Deliverables

1. All written deliverables shall be phrased in terms and language that can be easily understood by non-technical personnel without subject matter expertise

2. All document deliverables (hard copy and electronic) shall be in an editable MS Office format
3. All deliverables shall have well-defined acceptance criteria.
4. Upon Vendor's notification to RRC that a deliverable is complete, Vendor shall use RRC's Notice of Completion ("NOC") to submit the deliverable to RRC's designated project manager and contract manager for review and approval.
5. Within ten (10) business days of RRC's receipt of a submitted deliverable, RRC's project team may inspect each deliverable independently of others and consecutively, evaluate the deliverable for conformance to the applicable deliverable's acceptance criteria. Notwithstanding the completion of more than one deliverable at one time, each deliverable completion entails a separate inspection and evaluation period for the convenience of RRC's project team. In no event shall RRC's project team be required to evaluate and inspect more than one deliverable within any period of ten (10) business days unless otherwise specified in this RFO.
6. RRC project team will either accept or reject the deliverable review.
 - If accepted by the RRC project team, RRC will have ten (10) business days to obtain project stakeholders approval of the deliverable.
 - If rejected by the RRC project team. RRC will provide Vendor with documentation that includes the reasons for rejection. Vendor will have five (5) business days to resubmit the rejected deliverable with corrective actions taken. The review process will restart upon submission of the corrected deliverable.
7. Resubmission of deliverables for evaluation and acceptance shall be performed using the resubmission process above. This procedure may allow the deliverable resubmission process to repeat and/or continue until the deliverable is considered review complete and accepted in writing or the deliverable is rejected in writing and RRC commences termination of the Workorder.
8. Once fully approved, the deliverable is eligible to move forward into the deliverable acceptance process and then with the contract payment process. The invoice payment requirements are discussed in greater detail at *Section A. 41 Invoices*.

A.22. RRC Workorder Process

RRC has determined the most effective process for work to be performed under the Contract is through a formal Workorder Process. Vendor shall be required to comply with RRC's Workorder Process designated for this RFO and any Contract awarded (see Attachment 6 Sample Contract)

Over the course of the Contract, RRC will issue Workorders outlining the business need, tasks, and deliverables required from the Vendor for that specific Workorder. The Vendor, in response to each Workorder, will create and submit a Vendor Workplan outlining how the scope in the Workorder will be approached, an overall cost estimate, and schedule to perform the required work. Specific details for the Workorder are described in Section A.16 Initial Workorder .”

- Throughout the Contract Term, the RRC will request Workplans from the Vendor by submitting written Workorders. Workorders must only be submitted in written form.
- The Workorder is intended provide guidance and clarification on the work expected of the Vendor.
- Workplans requested through Workorders under this contract, will encompass the services described in A.11 “Description of Work”.
- The Vendor will read the description of the Workorder and, either indicate that they can perform the tasks independently, or through partnering with another Vendor, or subcontractor to perform the work listed in the Workorder. Vendor will utilize subcontractors approved under the Vendor’s approved VetHUB Subcontracting Plan.
- Required deliverables will be listed in a Deliverables section of the Workorder.
- Workorders will contain, at a minimum, the following information:
 - Contract name and number and Workorder number.
 - The desired start date.
 - The desired completion date.
 - The number of days Vendor has in order to respond with Workplan.
 - Service level requirements.

- Minimum required deliverables (Vendors may suggest a different deliverable structure in addition to the minimum required deliverables).
- Purpose, background, and reference materials, if applicable.
- Problem statement or Project Approach Overview; and
- The name(s) of the RRC Project Manager(s) and Contract Manager.

A.23. Workorder Amendments

The RRC may, at its discretion, amend the Workorder to conform with a Workplan revision approved by the RRC. The RRC may also further amend a Workorder to add additional detail, requirements, or deliverables, consistent with the Contract.

Workorder Amendments requested by RRC and submitted to the Vendor will follow the same processes as detailed above for the original Workorder process.

A.24. RRC Workorder Expectations of Vendor

1. After each Workorder approval and Workplan acceptance, a project kickoff meeting must be held at RRC's headquarters offices, Austin, TX, at a date and time acceptable to both parties.
 - Note: Project Kickoff Meetings may be held remotely at RRC's sole discretion.
2. In addition to providing high level overview of the project, the project kickoff meeting shall serve as an introduction opportunity between Vendor and RRC project teams.
3. RRC is required, when applicable, to follow the State of Texas DIR Project Delivery Framework process, including Framework Extensions, therefore any response and Workorder response must include creation of artifacts required under the Texas DIR Project Delivery Framework.
4. The Vendor shall use approved RRC documentation templates, standards, and sign-off requirements for documentation when applicable.
5. Prior to start of work on any approved Workorder, the Vendor staff, including but not limited to employees, contract employees, and subcontractors, assigned to or otherwise working on RRC's project, must sign a Vendor Information Security Agreement ("VISA") (see Attachment 2 Vendor Information Security Agreement).

6. After project start, any Vendor staff added to the project must sign RRC's VISA prior to Vendor's added staff member(s) starting work on the project.
7. Pursuant to TGC § 2063.104, Vendor staff with access to a state computer system or database must complete a cybersecurity training program certified by the TXCC under Section 2063.102. Such training must be completed on an annual basis during the term of the contract and any renewal period. Vendor shall verify completion of the program to the RRC in a manner prescribed by the agency to facilitate mandatory annual reporting to the TXCC.
8. Vendor staff must adhere to RRC security requirements and configurations/change management processes (deploy in coordination with other deployments, at night or weekends to avoid conflicts) and based on schedules confirmed with Shared Technology Services ("STS") (Firewall changes, etc.). The RRC Change Management Process (see Attachment 9 Change Management Process). A modified version of the Change Management Process may be mutually agreed upon by RRC and the selected Vendor.
9. Critical Vendor staff must be on site at RRC headquarters during specific times required by RRC. Requests for onsite presence must be done in accordance with RRC policies related to public health concerns or other similar events to protect the health and safety of RRC and Vendor staff.
10. Vendor shall perform all critical project activities on site at RRC headquarters, 1701 N. Congress Avenue, Austin, Texas 78701. Note: may be revised to comply with public health concerns s or other declarations of emergency by the Governor of Texas.
11. RRC, in its sole discretion, will determine "critical" and "non-critical" project activities and Vendor staff.
12. Non-critical project activities may be performed from remote locations within the United States. No remote work shall be conducted or performed outside of the United States, and all data must remain in the United States.
13. Vendor staff working off-site must access RRC's repository using RRC approved tools for remote access.

14. Vendor must provide all equipment required for Vendor staff to perform and complete work required under the Contract.
15. Through RRC's Access Request procedure, RRC will provide to the Vendor project team any network and systems credentials necessary to complete work under the Workorder(s).
16. RRC will provide temporary office space, meeting room(s), security badges and parking permits for Vendor staff while on site to conduct meetings or work sessions.
17. Procedural, reporting, and communication processes and structures for managing the Vendor-provided services will be established through collaborative discussion between the selected Vendor and RRC. These processes and structures will be documented and maintained by Vendor, approved by RRC, and modified and updated on an ongoing basis to reflect changes to the business and operational relationship.
18. Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the RRC Project Manager.
19. If the deliverable cannot be provided within the scheduled time frame, the Vendor is required to contact the RRC Project Manager in writing with a reason for the delay and the proposed remedial actions and revised schedule. The request for a revised schedule must include the impact on related tasks and the overall Workorder.
20. If changes to the schedule, tasks, and timelines of the overall Workorder are agreed to by RRC, RRC Project Manager will provide written approval to the Vendor.

A.25. Deliverable Definition Process

Deliverables under this contract will be defined via Workorders. The Workorder process can be found at Attachment 8 Workorder Process. Vendor will provide pricing on each deliverable and if a Notice to Proceed (NTP) is issued, perform the implementation services described in the RFO in accordance with written Workorders and NTP's issued by RRC, and the Contract Terms and Conditions including the process described in this Workorder Section. RRC does not guarantee any minimum amount of work or Workorders. At the completion of each Workorder/deliverable, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

A.26. Vendor Workplan Requirements

The Vendor shall develop a Workplan for all areas associated with each Workorder for written approval by RRC. The Workplan shall specify, to the greatest degree possible, the activities that are to be undertaken, including a step-by-step timetable and the names or titles of the Vendor's staff involved in each step. This shall include all resource requirements necessary to successfully complete the project. **The Vendor shall provide a DRAFT Workplan for the IETRS Phase 5 Texas Damage Reporting Form System Replacement Workorder discussed in this RFO as part of their response to this RFO.**

The Vendor Workplan must describe a detailed approach for the implementation of each requested Workorder. The Vendor must submit a Workplan to the RRC Project Manager within the requested number of days defined in the Workorder. At a minimum, the Vendor Workplan must contain:

- Contract name and number.
- Workorder name and number.
- The Vendor's Project Manager (Vendor PM) and other contacts assigned to the Workorders.
- Overview and scope of Workorder.
- Vendor's Interpretation of the Workorder.
- Detailed description of the technical approach, including but not limited to:
 - Software development/implementation approach, such as waterfall, iterative, or agile.
 - Proposed architecture of the solution, including the detailed approach for any applicable data interfaces, system interfaces, and data migrations.
 - Planned activities in a hierarchical outline format.
 - Templates, including but not limited to those related to requirements documentation, design, testing, training, etc., that Vendor proposes for use during execution of the Workorder.
 - Techniques, including common and unique that Vendor intends to use in approach to execution of any Workplan and performance of the work. RRC

- recommends an implementation approach that focuses on delivering independent and deployable increments of functionality, as opposed to a single implementation and deployment.
- Examples of each proposed document to be produced under the Workplan, that help RRC understand the level of detail for each artifact.
 - Quality Assurance / Quality Control Procedures, including a description of the process and procedures to be performed by the Vendor to ensure the product meets the user requirements and the quality expected. Include proposed testing procedures, and test cases.
 - Preparation for and assistance to RRC for User Acceptance Testing, including test-fail remediation and re-test.
 - Preparation of training materials, training logistics, and performance of training.
 - Deployment planning and execution.
 - An initial schedule, in hierarchical outline format, by activity and deliverable, and any known dependencies that demonstrates Vendor understanding of problem and work to be performed.
 - RRC staff commitments required for each task and estimated hours. This needs to include a break-out of business area Subject Matter Experts and IT staff (by role) time requirements.
 - The binding deliverable-based cost to complete the Workplan. Provide individual deliverable pricing to complete and produce all deliverables listed on the Workorder. The binding cost provided must be based hourly rates by labor category as provided by Vendor in their response to the RFO, however all payments for work completed will be based on the agreed upon deliverable price and not on the blended hourly rates.
 - Vendor Key personnel and supporting personnel assigned to implement the Workplan and a current resume for key personnel, if one was not previously provided.
 - Deliverable Expectation Document.

- Format to be mutually agreed upon between RRC and Vendor.
- Vendor proposed Deliverable acceptance criteria that will be approved/rejected by RRC.
- Signature of Vendor's Authorized Representative.
- The Workplans submitted by the Vendor may contain evaluation of alternatives and recommended solutions to problems in order to aid the decision-making functions of RRC.

Vendor's signed and dated proposed Workplan will be sent to RRC Program Manager. The Workplan must be signed by Vendor's authorized representative and include the title and printed name of the authorized representative. Vendor's authorized representative represents and warrants that they have authority to bind Vendor to all terms and conditions imposed in the Workplan, including Vendor pricing.

The RRC Program Manager will facilitate review of the Vendor's Workplan and provide comments and/or request changes. The Vendor shall provide responses or updates within 5 days of RRC submitting comments or changes.

RRC will review and may approve Workplans submitted by one or multiple Vendors. Submission of a Workplan does not guarantee that RRC will select one, or multiple workplans. After RRC reviews the submitted Workplans, RRC may authorize a single Workplan to move forward.

If RRC approves the Workplan the Vendor must provide a signed final copy. RRC will issue a Notice to Proceed (NTP) and attach the final Workplan. The Vendor shall commence the work on the date indicated in the NTP.

A.27. Key Anticipated Deliverables for Workorders

Key deliverables anticipated for this Workorder's proposed solution include, but are not limited to:

- Workplan.
- Requirements documentation.
- Design documentation, inclusive of data conversion/migration.

- Development configuration, code, and database, inclusive of any integration development and associated documentation.
- System Testing / Tests documentation.
- RRC User Acceptance Testing support plan.
- Training and User Manuals.
- Knowledge Transfer plan and documentation.
- Deployment Plan including conversion/migration.
- Post-deployment support logistics plan.

Designated application users will perform User Acceptance Testing on all testable work products. The project Core Team will have final authority to accept the functionality of the release and recommend acceptance of deliverables. The RRC Project Manager will monitor the contract and Workplan for completeness. The RRC Project Core Team and RRC Project Manager will review the content and format of project deliverables. RRC Project Sponsors will review and approve the reviewed deliverable.

A.28. Revisions to Approved Vendor Workplan

Any change requests, or change orders initiated by the Vendor through the Workplan that result in a change in cost must be submitted in writing to the RRC Project Manager. The RRC Project Manager will review the request within 10 business days. RRC may require additional information from the Vendor if additional information or clarification is needed in reviewing the request. If the request is approved, the RRC shall amend the Workorder using the Workorder and Workplan processes outlined in this RFO.

Approval of the change request or change order will be provided in the form of a signed, approved change request document, signed by the RRC Project Manager and RRC Contract Manager.

The approved Workplan change request will require the signature or signed date from the Vendor to be submitted for RRC approval. The Vendor will submit requests for change requests to the approved Workplan to the RRC Project Manager as soon as it is realized, but no later than seventy-two (72) business hours if:

- It appears that any completion date or deliverable deadline stated in the Workplan may be exceeded; or
- The Vendor may submit recommended change requests to the Workplan whenever the Vendor believes such revisions are desirable for optimum achievement of Contract and Workorders objectives. The Vendor must obtain written RRC approval of every change request to the Workplan prior to implementation. Each change request must be submitted in writing to the RRC Project Manager. The RRC Project Manager and Contract Manager will provide written notification of the change request status within thirty (30) days to the Vendor unless another time is agreed upon.

A.29. Notice to Proceed

Upon RRC approval of a Vendor Workplan, RRC shall issue a Notice to Proceed (“NTP”) for the initial Workplan deliverable(s). The Notice to Proceed may adopt individual deliverables within a Workplan, or multiple deliverables within a Workplan. The NTP for each deliverable within the Workplan must include the budget and timeline. A Notice to Proceed signed by the RRC Project Manager and Contract Manager authorizes Vendor to immediately begin the Work described in the NTP’s deliverable(s), unless the NTP states a later start date for the Work.

NTP’s for Workplan deliverables that have not been issued may be issued at RRC’s discretion and may require approval of preceding Workplan deliverables.

No work shall begin without a Notice to Proceed signed by RRC Project Manager and Contract Manager. Any work started prior to the applicable NTP shall be at the Vendor’s sole risk.

Vendor shall perform all work in strict accordance with the NTP.

A.30. Deliverable Acceptance

Deliverable acceptance criteria will be well-defined for each deliverable identified in the executed Workplan. All deliverables shall have met the defined acceptance criteria and a time period for review approval, RRC sponsor sign off.

Upon Vendor's determination a deliverable is complete, Vendor shall use RRC's Notice of Completion ("NOC") to submit the deliverables to RRC's designated project manager and contract manager for review and approval.

When RRC receives a NOC from Vendor, RRC's project team shall inspect each deliverable, evaluate the deliverable for conformance to the applicable deliverable's acceptance criteria, and return to Vendor, within the agreed upon time frame set forth in the agreed upon Workorder, the NOC indicating thereupon RRC's acceptance or rejection of the deliverable.

Vendor may consider a deliverable as accepted if RRC fails to deliver to Vendor a rejection of the deliverable within 30 days of receipt of the submitted NOC. In event of rejecting a deliverable, RRC shall provide within, or attached to, the applicable NOC an explanation of deficiencies warranting rejection of the deliverable.

Not later than five (5) business days from receipt of RRC's written rejection of a deliverable, Vendor shall resolve, correct, and resubmit the deliverable for RRC's re-evaluation and determination of acceptance. Resubmission of deliverables for evaluation and acceptance shall be performed using the NOC. This procedure may allow the deliverable resubmission process to repeat and/or continue until the deliverable is considered complete and accepted in writing or the deliverable is rejected in writing and RRC commences termination of the Contract in accordance with the terms and conditions of the Contract.

Deliverables will be considered complete when the RRC Project Manager and Contract Manager have signed-off in writing on the NOC.

A.31. RRC Reliance on Vendor's Workplan and Notice of Completion

In issuing an NTP for implementing a Workplan and in accepting the Vendor's NOC, the RRC acts in reliance on the Vendor's diligence and accuracy in preparing these documents. The Vendor agrees RRC will act in reliance as described in this Contract.

The Vendor must be extremely attentive to the preparation of the Workplan, particularly the budget and the schedule. The Vendor agrees to continue and to complete work assigned under a Workorder within the original budget and schedule in the Vendor's

Workplan unless the RRC agrees to an adjustment. The RRC materially relies on the Vendor's diligence and accuracy in the preparation of Workplan estimates submitted in the Workplans.

The essence of RRC's reliance is the following: 1) partially completed work products, which could be a consequence of inadequately prepared estimates, may be of little or no use to the RRC; and 2) RRC, as an environmental regulatory state agency has limited expertise and knowledge in the field of Information Technology and particularly the applications related to this Contract. The Vendor acknowledges and agrees that the RRC may materially rely on these Vendor-prepared estimates.

The RRC PM and CM will review the Vendor's NOC and may reject or accept the NOC. However, the RRC PM and CM will rely on the Vendor's greater expertise and knowledge.

A.32. General RRC Roles and Responsibilities

- At the completion of each Workorder deliverable, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.
- RRC and Vendor will agree on a reporting structure to support day-to-day operations and reviews of the Vendor's performance. These may include technical, financial, and service level requirements reviews as well as the resolution of other operational issues.
- Information sharing structures that are created by RRC will be utilized by Vendor as a repository defined and maintained by the RRC management team. A regular meeting schedule will be established for the reporting levels outlined in this document. Vendor must provide processes and procedures acceptable to RRC that can be used to manage day-to-day relationship processes and shall include, at a minimum:
 - Dispute resolution.
 - Workorder change management.
 - Performance reporting, Workorder status, outstanding service request status.

A.33. General Vendor Roles and Responsibilities

- Vendor shall provide personnel who have identifiable work experience and education to perform their assigned work. Detailed experience and qualifications for the Vendor's staff members shall be provided to the RRC prior to the staff commencing any work.
- Vendor shall be responsible for project management and performing all other related implementation activities needed for each Workorder.
- Vendor shall identify points of contact for resolving any key questions or issues that may arise. The Vendor's Project Manager shall be responsible for ensuring that these individuals are available to respond to issues in a timely manner.
- Vendor shall be responsible for planning and scheduling activities to accomplish completion of all necessary work described in the RFO, executed Workorder(s).
- As applicable, Vendors must (1) comply with hosting solutions provided by the Department of Information Resources (DIR) Shared Technology Services (STS) or (2) collaborate with RRC to request a DIR exception (best-value-for-the-state justification) to use any other hosting solutions. For additional information on STS offerings, please visit the [DIR STS Website](#).
- Vendor shall indicate their agreement to comply with the confidentiality and non-disclosure requirements stated in this RFO.
- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel without subject matter expertise.
- RRC may request oral presentations.

A.34. Reports and Meetings

- For project documentation, as applicable, Vendor shall use designated RRC templates, standards, and sign-off requirements, or equivalents approved by RRC.
- Vendor shall create, update (weekly at minimum), and provide the RRC with a Workorder schedule throughout the life of the Workorder. Vendor shall provide to RRC's designated Project Manager the schedule and updates thereto.

- Vendor/s is required to provide, in writing, weekly project status reports or on an as-needed basis as directed by the RRC Project Manager.
- Weekly status reports shall be formatted in accordance with RRC requirements.
- The status reports shall cover all work performed and completed during the week in which progress and status is provided and shall specify the work to be performed during the subsequent week. The status reports 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.
- Weekly status reports shall be due to RRC's designated Project Manager each Thursday by 5:00PM (CT).
- Weekly status reports shall include recapitulation of work performed and completed during the seven (7) days immediately preceding the date of submission of the weekly status report and shall also include projected work to be performed during the subsequent week.
- Weekly status reports shall identify any problems encountered or that remain outstanding from prior weekly status reports and include explanation of the cause and resolution of the problem and a proposed resolution to the problem.
- Vendor is required to attend project meetings on an as-needed basis. The duration and frequency of these status meetings will be determined by the RRC Project Manager. Forty-Eight hour minimum notice to attend status meetings will be provided to Vendor by RRC Project Manager.
- Vendor shall be responsible for conducting weekly progress and status meetings with RRC's designated Project Manager and include by invitation such other individuals as deemed necessary for the scope of the meeting.
- RRC's assigned Project Manager shall designate the regular day, time, and location of the meetings, as well as format of the meetings (on site or via remote access via phone or other telecommunications).
- Vendor may be asked to participate in sponsor meetings at the request of the RRC Project Manager.
- Vendor shall be solely responsible for documenting meeting minutes, including meeting summaries, for all meetings with RRC staff.

- Vendor shall provide meeting minutes, including meeting summaries, to RRC's designated Project Manager within two (2) business days following the meeting.
- Upon Vendor request, and at RRC's sole discretion approval, RRC's assigned Project Manager may authorize an alternate timeframe for delivery of meeting minutes.

A.35. Project Management & Deliverables

All deliverables shall be provided on the dates within the bilaterally approved Workplan schedule. If a deliverable cannot be provided timely and in accordance with the approved Workplan schedule Vendor shall provide RRC's designated Project Manager written notice of delay prior to the deliverable due date and include a proposed revised schedule plus an analysis and conclusion of impact on related tasks and the overall project. Alterations or deviations from the approved schedule shall not occur unless Vendor receives written approval from RRC's designated Project Manager.

Vendor and RRC shall collaborate on the procedural, reporting, and communication processes and structures for managing Vendor's provided services. Such processes and structures shall be documented and maintained by Vendor (in a repository accessible to RRC project management), approved by RRC, and modified and updated by Vendor on a periodic and continuous basis to reflect changes to the business and operational relationship.

A.36. Project Completion Criteria

Project will be deemed complete when all deliverables have been reviewed and accepted as complete, in writing by RRC, and Project Warranty period has lapsed.

A.37. Vendor Service Requirements

The following are the RRC's identified minimum Service Requirements that Vendor shall follow throughout the Workorder. The Vendor must include any additional and all applicable service requirements for the Workorder in their Response. Failure to adhere to the following requirements may subject Vendor to liquidated damages (see Attachment 7 Item 26 Workorder Completion and Liquidated Damages Workorder Period).

All deliverables must be completed and approved by the date in the respective NTP and within the agreed-upon pricing.

A.38. Service Change Management

For any changes to services provided, or additional work requested, the RRC will use the existing RRC Change Management Process (see Attachment 9 Change Management Process). A modified version of the Change Management Process may be mutually agreed upon by RRC and the selected Vendor.

A.39. Transition Plan

The Vendor must define the approach and cost of transitioning any and all support activities to RRC staff, in the event RRC decides to take over, the transition plan must describe all applicable considerations for transition from project to in-production activities and any associated training and skill requirements.

This plan will detail the activities and necessary handoffs to transition from project to an in-production system(s). The plan must define at a minimum:

- Identification of key transition staff.
- Logistics considerations.
- Transfer of knowledge.
- Detailed timeframes for transition.
- Identification of risk factors.
- Training needs.
- Cost.
- Risks; and
- Roles and responsibilities for support.

A.40. Invoices

Vendor's invoice must be submitted to invoices@rrc.texas.gov and the RRC Contract Manager and Project Manager. Vendor's invoice must clearly include the following:

- RRC Contract Number.
- RRC Purchase Order Number.

- RRC billing information.
- Vendor name.
- Vendor address.
- Vendor remit payment to information.
- Vendor Texas Identification Number (TIN) assigned by Texas Comptroller of Public Accounts.
- Invoice date.
- Invoice number (may not be duplicate invoice number from prior invoice submitted).
- Date(s) of delivery of services and/or goods; and
- Description of services, including Workorder short description.

Vendor's invoices submitted to and received by RRC, but which fail to conform to all invoice requirements stipulated within the Contract Documents will be returned to Vendor unpaid or will be held by RRC until all requirements for submittal of revised invoice and/or additional documents required by the Contract are satisfied.

PART B INSTRUCTIONS TO VENDORS

B.1. Submittal Instructions

Responses must be emailed to the Contract Management Section, RRC Contract Manager listed in Table 3: Delivery Options below NO LATER THAN the date and time specified within this RFO, or as revised by Addenda, if any, to this RFO.

***** RESPONSES RECEIVED AFTER THE DEADLINE DATE AND TIME WILL NOT BE CONSIDERED. ****

In order for response to be considered responsive Vendor must submit one (1) electronic copy submitted by email to the Contract Manager whose information is listed in Table 3 Delivery Options.

RESPONSES THAT DO NOT MEET ALL REQUIREMENTS OR CONTAIN ALL REQUIRED DOCUMENTATION SPECIFIED IN THIS RFO WILL BE REJECTED AS NON-RESPONSIVE.

ANY RESPONSE SUBMITTED BY FACSIMILE, MAIL, OR OTHER METHOD WILL BE REJECTED. ONLY EMAIL RESPONSES ARE ACCEPTABLE. FAILURE TO ADHERE TO THESE REQUIREMENTS WILL CAUSE THE VENDOR TO BE CONSIDERED NON-RESPONSIVE AND DISQUALIFIED FROM AWARD.

Table 3: Delivery Options

<u>Email Delivery</u>
RFO No. 455-26-1018 Railroad Commission of Texas Contract Management Section J. Reese Miller, Contract Manager reese.miller@rrc.texas.gov

B.2. Prohibited Communications, Point of Contact

Upon issuance of this RFO, RRC, its representative(s) and partners (if any) will not answer questions or otherwise discuss the contents of the RFO with any Vendor or their representative(s), except for the written inquiries submitted in accordance with the instructions within this RFO at Section B.7 Questions and Answers. Attempts to ask

questions by phone or in person will not be allowed or recognized as valid. FAILURE TO ADHERE TO THIS RESTRICTION MAY DISQUALIFY VENDOR AND VENDOR'S RESPONSE.

This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Vendors shall rely only on written statements issued through or by RRC's Contract Management Section. This restriction does not preclude discussion between affected parties for the purposes of conducting business not related in any way to this RFO.

The point of contact for this RFO is J. Reese Miller, Contract Manager, unless otherwise stated in writing by RRC's Contract Management Section.

Table 4:Point of Contact

<u>Point of Contact Information</u>
J. Reese Miller, Contract Manager Railroad Commission of Texas Contract Management Section reese.miller@rrc.texas.gov

B.3. Confidential Information, Public Information Act Disclosure

RRC is a governmental body subject to the Texas Public Information Act ("PIA"), TGC Chapter 552. Any Offer and other information submitted to RRC by Offeror are subject to release as public information by RRC. An Offer and other submitted information are presumed subject to disclosure unless a specific exception to disclosure under the PIA applies. **If it is necessary for Offeror to include proprietary or otherwise confidential information in its Offer or other submitted information, the Offeror must clearly label that proprietary or confidential information and identify the legal basis for confidentiality.** Merely making a blanket claim that the entire Offer is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire Offer subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Offer that are considered by the

Offeror to be proprietary or confidential must be clearly labeled as described in this section. Any information which is not clearly identified by the Offeror as proprietary or confidential will be deemed subject to disclosure pursuant to the PIA. Offeror will be deemed to have irrevocably waived, and to have agreed to fully indemnify the State of Texas and the RRC against any claim of infringement by RRC regarding the intellectual property rights of Offeror or any third party for any materials appearing in the Offer.

Offeror is required to make any information created or exchanged with a state governmental entity as defined by TGC §2252.907(d) pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in at least one of the following formats that is accessible by the public at no additional charge to the State of Texas and/or RRC: pdf format compatible with the latest version of Adobe Acrobat®; Microsoft Word®; or Microsoft Excel®.

If Offeror's Offer contains any information which Offeror claims is confidential and not subject to release under the PIA Offeror must prepare its response and email its submission with the following attachments:

One PDF containing complete copies of all of Offeror's submissions pursuant to this RFO. Offeror must name this file "Complete Offer Documents, [Offeror's Name], RRC RFO No. 455-26-1018. CONTAINS CONFIDENTIAL INFORMATION."

One PDF containing copies of all of Offeror's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This PDF must also contain an Appendix which contains clear references to all redacted information including a general description of the redacted information. Offeror must name this file "For Public Release: Redacted version of [Offeror's Name], RRC RFO No. 455-26-1018."

B.4. Exceptions to Provisions

Vendor is strictly prohibited from taking blanket exception to this entire RFO. **Any response that includes blanket exception to this entire RFO or that does not include proposed alternative language to exceptions taken, may be disqualified from consideration of contract award. Any exception taken may result in a**

contract not being awarded to Vendor. Within the Response, Offeror must explicitly state either “Offeror takes no exception to any part of this RFO” or specifically and clearly declare any and all exceptions taken.

B.5. Organization of Response

The RRC will select the Vendor(s) that offers the best value as determined by the information provided in the Vendor’s Response. The following information shall be provided in the Vendor’s Response:

All Responses must be submitted by email in PDF format, containing clearly identified sections that correspond directly with the identified sections of this RFO. Responses must be complete, concise, and include all required information; **VAGUE AND GENERAL RESPONSES SHALL BE CONSIDERED NONRESPONSIVE AND DISQUALIFIED FROM CONTRACT AWARD. ALL PAGES MUST BE NUMBERED. FAILURE TO ORDER THE RESPONSE IN THE MANNER SET FORTH IN THIS RFO MAY RESULT IN DISQUALIFICATION.** Conciseness and clarity of content must be emphasized. Vendor must provide all information that the Vendor believes would be helpful to RRC in establishing Vendor’s ability to perform the services described in this RFO and to comply with the requirements of this RFO and the Contract.

To be eligible for consideration, Vendor must clearly demonstrate Vendor’s ability to provide and/or perform all goods and services described in the RFO. Vendor must provide, at a minimum, information that is comprehensive, clear, and that sufficiently supports a determination that Vendor has available the required qualified personnel, knowledge, skills, abilities, organization, facilities, materials, products, and equipment to fulfill all requirements of this RFO and the Contract.

B.5.1. Title Page (Section A)

The Title Page must include the following information:

- RRC’s RFO ID Number: RFO No. 455-26-1018.
- Vendor’s Name and Address; and
- Vendor’s Authorized Representative Signature, Printed Name, Title, and Date signed.

B.5.2. Cover Letter (Section B)

The cover letter must include the title, address and telephone number of the person or persons authorized to represent the Vendor regarding all matters related to the Response and any Contract subsequently awarded to said Vendor. This letter must be signed by a person(s) authorized to bind the company to all commitments made in the Response.

The cover letter should provide a high-level overview of Response, including identification and brief summary of goods, services and information technology included in the Response and explanation of how, in Vendor's opinion, the goods, services, and information technology offered meet or exceed the RFO requirements and objectives.

B.5.3. Company Experience & Qualifications (Section C) **Experience**

- Describe experience providing similar services as detailed in this RFO related to Salesforce application development, implementation, and support.
 - Include number of years of experience serving the public sector and the size of these projects.
 - Summary of focus on supporting regulatory agencies, including any state oil and gas regulatory agencies.
- Minimum Qualifications.

To be eligible for consideration, Offeror must hold an active DBITS contract with Department of Information Resources. Vendor must meet all minimum qualification requirements as outlined in the RFO and Contract Documents, including requirements stated within any part of this RFO and the Attachments. A Response must clearly demonstrate Offeror meets the following minimum qualifications:

- Three (3) years of experience with development, integration, implementation, and/or integration of Salesforce platform business applications leveraging no-code and custom code solutions.

- Completion of at least three (3) projects, delivered by Offeror within the past three (3) years, that include delivery of information technology services and support to at least one (1) state agency, preferably providing a Salesforce application technology.
- Demonstrate three (3) years of experience with development, integration, implementation, using cloud-based platform applications, with at least one (1) regulatory agency in the U.S. similar in size to RRC and with IT systems and data similar in complexity to that of the RRC, as solely determined by RRC.
 - Offeror's projects may be three separate projects for a single state regulatory agency, or from separate projects delivered to more than a single public or private entity. Offeror's project experience must include at least one state agency.

Response must include discussion of significant issues encountered on one or more projects or project milestones similar in scope and size to that of RRC's project.

Response must include details that identify the issue(s) and detailed discussion of Offeror's approach in mitigating and/or resolving the identified significant issues.

Security

Offeror must describe the Proposed System Security Approach that will enable and support the Offeror's solution. The Offeror's approach, at a minimum, must consider and address the following:

- Security Architecture.
- Security Control Development.
 - Vendor ensures that security controls described in the respective security plans are designed, developed, and implemented.
- Security Planning.
 - Vendor ensures that agreed-upon security controls, planned or in place, are fully documented. The security plan also provides a complete characterization or description of the information system as well as attachments or references

to key documents supporting the RRC's information security program (e.g., configuration management plan, contingency plan, incident response plan, and risk assessment).

- Security Continuous Monitoring.
 - Vendor ensures that controls continue to be effective in their application through periodic testing and evaluation. Security control monitoring (i.e., verifying the continued effectiveness of those controls over time) and reporting the security status of the information.
- Security Level Management (Role-based access).
- Security procedures and protocols; and
- Ability to lock down access to data by user roles and permissions.

Compliance

RRC is subject to various regulations including, but not limited to, the Texas Administrative Code (TAC) and the TXCC Data Classification and Management Policy. Offeror must provide information on how its solution is able to maintain compliance with, but not limited to, the following:

- TXCC's Contract Security Standards.
- TXCC's Contract Data Security Standards.
- TAC 202 (Security Standards).
- TAC 206 (Accessibility Standards for Websites); and
- TAC 213 (Accessibility Standards for Electronic and Information Resources).

Development and Testing

The Vendor must provide their proposed development and testing approach for the implementation. This information must include at least the following:

- Development Approach.
 - Description of configuration methodology and approach to configuration.

- Description of any development approaches and tools used to script, code, or otherwise “develop” the solution (outside of configuration) that may be necessary to meet RRC’s requirements.
- Test Strategy.

The Vendor must describe their approach and ability to test and validate the functionality of the implemented solution against the documented acceptance criteria and user stories. The Vendor should address the following in relation to their test strategy:

- Unit Testing.
- Integration and “end-to-end” System Testing.
- Performance and Reliability Testing (including stress testing).
- Functional and User Acceptance Testing.
- Regression Testing.
- Data Migration Testing (including testing migrated data as part of system testing and UAT).
- Test Plans.
- Test Scripts (including approach to test script development and traceability to ensure end-to-end and comprehensive testing of entire solution prior to deployment).
- Issue Management and Resolution (to include Vendor definition of a “defect” and an “enhancement”).
- The Vendor must also describe the entrance and exit criteria for each test phase (e.g., Development/Unit Test, System Test, UAT, Performance Test, etc.); and
- The Vendor should describe the role(s) they expect RRC to perform during each test phase. In this description, Vendors should clearly identify the activities the RRC will be responsible for performing and avoid generic terms, such as “jointly” and “collaborate”.

Knowledge Transfer and Training Approach

- The Vendor must describe their approach and ability to provide:
 - o Initial Product Training.
 - o Train the Trainer sessions.
 - o Configuration Training sessions.
 - o Application and System Administration Training sessions; and
 - o End user training manuals and user guides/reference sheets.
- The Vendor shall describe and provide the types of documentation that the Vendor has that can be leveraged for training and knowledge transfer activities.

B.5.4. Staff Resumes & References (Section D)

Resume for each of Offeror's project team key personnel, including subcontractors, who are assigned to the project, are assigned to a project management or operations management role on the project, and/or are assigned to critical project activities and/or work segments. Resumes must include, but not be limited to the following required information:

- Relevant certifications.
- Detailed description of experience, including quantity (months/years), projects, roles, and type of tasks.
- Detailed information related to time in service with Offeror, including quantity (months/years), projects, roles, and types of tasks.
- Relevant education; and
- Work performed on any of the projects included in the Offer as references.

B.5.5. Mandatory Disclosures (Section E)

Conflicts or Potential Conflicts of Interest

Offeror must provide a statement of any conflicts or potential conflicts of interest for the Offeror or the Offeror's employees, who will, or may provide services under the Contract. Failure to disclose all conflicts or potential conflicts of interest may result in the Offeror being disqualified and may result in cancellation of any Contract awarded.

Changes in Ownership Conditions

The Offer must include Offeror's certification that Offeror will notify the RRC of any ownership change. If Offeror experiences a substantial change in ownership during the period prior to Contract award, or if Offeror experiences a substantial change in ownership during the term of the Contract or any extension thereof, Offeror must notify the RRC in writing, immediately on or before the change in ownership occurs or is identified. Failure of Offeror and/or Offeror to notify the RRC as required herein shall be sufficient grounds for rejection of an Offeror's Offer and/or termination of the Contract.

Legal Actions

Offeror must identify any pending or completed legal actions against Offeror during the past five (5) years related to services performed. Offeror must specifically describe any legal actions related to failure to perform contracted services, breach of contract, or general mismanagement of a contract that have been brought against the Offeror or any of the individuals who will be working with RRC. The Offeror must also state whether during the last five (5) years the Offeror has been assessed any penalties or liquidated damages under any existing or past contract with any governmental entity. If so, the Offeror must indicate the public jurisdiction, the reason for the penalty or liquidated damages, and the penalty or liquidated damage amount of each incident.

B.5.6. Pricing (Section F)

Vendor must return Attachment 5 Pricing Worksheet in this section. The completed attachment shall detail the binding pricing for the deliverables-based services requested in this RFO.

For reference and for the purpose of calculating the binding cost for all deliverables, Offeror shall provide blended hourly rates for skillsets listed as well as any additional skillsets that Offeror believes they may possibly use during the duration of the contract. Offeror must only use skillsets that are defined in their response to perform Workorders.

If the Commission chooses to continue additional engagements with the Offeror via approved Workorders or change requests, the hourly rates described in Hourly Rate Pricing of the Attachment 5 Pricing Worksheet will be binding for the remainder of the

Contract. The RRC shall determine whether negotiations or Best and Final Offers (BAFOs) are necessary.

B.6. Anticipated Schedule of Events; Response Guidelines

The following dates represent the RRC's desired schedule of events associated with this RFO. RRC reserves the right to modify these dates at any time, with appropriate notice to prospective Vendors.

Table 5: Anticipated Schedule of Events

Date	Activity
April 6, 2026	Distribute RFO to prospective Vendors
April 9, 2026	Offerors Submission of HSP for RRC Courtesy VetHUB review begins
April 17, 2026	Deadline for submission of written inquiries (no later than 2:00PM CT)
April, 27, 2026	Response to written inquiries, if any (Addendum posted to ESBD)
May 5, 2026	Offeror's deadline for submission of HSP for courtesy VetHUB review ends
May 19, 2026	Response due date (no later than 2:00PM CT)

B.7. Questions and Answers

Offerors must submit all questions regarding this RFO by email to the point of contact listed in Table 4. Questions regarding this RFO will be accepted by the date and time specified in the table above. The RRC will respond to questions received no later than the date and time specified above.

Inquiries and Comments must reference:

RFO 455-26-1018-RRC Salesforce and Tool Implementation Services and Support

By submission of an inquiry, Offeror acknowledges that the applicable inquiry and official answer may be shared with other Offerors and therefore Offerors will not include

any confidential or proprietary information in such inquiries. The RRC will not identify the Offeror that submitted any particular inquiry.

B.8. Response Evaluation Criteria

In evaluation of responsive Responses, RRC shall consider the best value standard for purchases of automated information goods or services as set forth in TGC §2155.075. Factors considered in determining best value shall include: (1) Experience and Qualifications; (2) Vendor's approach to RFO; (3) Vendor's draft Workplan as requested in Section A 16; (4) Vendor's proposed Price. RRC may also request vendor(s) to provide presentations as a part of the evaluation process.

Responses will be evaluated and scored according to the evaluation criteria listed in Table 6 Evaluation Criteria below. Scoring shall include relative weight of each criterion as indicated by the maximum possible score, in points, as indicated within the table.

Table 6:Evaluation Criteria

Criteria	Maximum Possible Score
Experience and Qualifications	50
Offeror's Workplan for Workorder 1	25
Price	25
Total Basis Points	100

PART C ATTACHMENTS INCLUDED WITH SOLICITATION

Table 7 RRC Attachments is provided as a general guide only so that Offeror may note certain RRC solicitation Attachments that may be required to be returned with the Response submitted. Table 7 RRC Attachments is not intended as a minimum, comprehensive, or exhaustive checklist of required elements of a Response. Offeror solely is responsible for review and understanding of the entire solicitation including all terms, conditions, specifications, attachments, and addenda, if any, issued and for ensuring a submitted Response contains all required elements and forms to be considered responsive to the solicitation.

Table 5: RRC Attachments Included with Solicitation

Attachments	Return with Response
Attachment 1: Offeror's Statements and Covenants	Yes
Attachment 2: Vendor Information Security Agreement	Yes
Attachment 3 Qualification Statement	Yes
Attachment 4 VetHUB Instructions & VetHUB Subcontracting Plan (HSP)	Yes
Attachment 5: Pricing Worksheet	Yes
Attachment 6: RRC Sample Contract	No
Attachment 7: RRC Terms and Conditions	No
Attachment 8: RRC Workorder Process	No
Attachment 9: RRC Change Management Process	No
Attachment 10 RRC Change Request Form	No

Attachment 1

Offeror's Statements and Covenants

By signature hereto, Offeror makes and agrees to the following certifications, covenants, representations, statements, and warranties, as applicable:

1. The provisions in RFO No. 455-26-1018 apply to Offeror and all of Offeror's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or who otherwise are interested in the RFO or the Contract arising therefrom.
2. Offeror certifies Offeror's intent to furnish the requested goods and/or services at the prices quoted in its Response, and notwithstanding any disclaimers in Offeror's Response and notwithstanding any other provision of the RFO or the Contract to the contrary, Offeror warrants and guarantees that all goods and services shall meet all specifications of the Contract.
3. Offeror certifies Offeror's prices include all costs of Offeror in providing the requested items that meet all specifications of this RFO, and that its prices will remain firm for acceptance for a minimum of one hundred eighty (180) days from deadline for submission of Response or issuance of Workorder.
4. Each of Offeror's employees, including replacement employees hired in the future, shall possess the qualifications, education, training, experience, and certifications required to perform the services in the manner required by the RFO.
5. Offeror represents and warrants that Offeror's provision of goods and/or services, or other performance under the Contract, will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
6. Pursuant to TGC Section 2155.003, Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Offeror represents and warrants that RRC's payments to Offeror and Offeror's receipt of appropriated or other funds under the Contract are not prohibited by TGC §§556.005 or 556.0055.
8. Offeror represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171. In addition, if Offeror is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies:

Vendor certifies that it holds a permit issued by the Texas Comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.
9. Offeror represents and warrants that Offeror shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Offeror and Offeror's employees. RRC shall not be liable for any taxes resulting from this Contract.
10. Offeror represents and warrants that in accordance with TGC §2155.005, neither Offeror nor the firm, corporation, partnership, or institution represented by Offeror, nor anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code Chapter 15, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Offeror.

Offeror assigns to RRC all of Offeror's rights, title and interest in and to all claims and causes of action Offeror may have under the antitrust laws of Texas or the United States for overcharges associated with this RFO or any resulting contract.
11. By submitting a Response, Offeror represents and warrants that the individual submitting this Offeror's Statements and Covenants and the documents made part of the Response is authorized to sign such documents on behalf of the Offeror and

to bind the Offeror under any contract that may result from the submission of the Response.

12. Offeror certifies that if a Texas address is shown as the address of Offeror within the Response, Offeror qualifies as a Texas Bidder as defined in TGC §2155.444(c).
13. Under Texas Family Code §231.006, regarding child support, Offeror certifies that the individual or business entity named in the Response and any Contract resulting from the Response to this RFO is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, pursuant to Texas Family Code §231.006(j), in event of Contract award, Offeror agrees to provide, prior to Contract award, the name and Social Security Number for each person with 25% or greater ownership interest in the business entity.
14. Under TGC §669.003, Offeror certifies that it does not employ, or has disclosed its employment of, any former executive head of RRC. Offeror must provide the following information in the Response.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Offeror: _____

Date of Employment with Offeror: _____

15. Offeror has not been the subject of allegations of deceptive trade practices violations under Texas Business and Commerce Code Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit, and Offeror has not been found to be liable for such practices in such proceedings.

Offeror certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

- 16.** In accordance with TGC §2155.4441, Offeror agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 17.** Pursuant to TGC §2271.002, Offeror certifies that either (i) it meets an exemption criterion under TGC §2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this solicitation. Offeror shall state any facts that make it exempt from the boycott certification in its Proposal.
- 18.** Pursuant to TGC §2272.003, Offeror certifies that either (i) it meets an exemption criterion under TGC §2272.002; or (ii) it is not an abortion provider or an affiliate of an abortion provider during the term of the Contract resulting from this solicitation.
- 19.** Pursuant to TGC §2274.002, Offeror certifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.
- 20.** Pursuant to TGC §2274.002, Offeror certifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- 21.** Offeror represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by TGC §2252.152.
- 22.** Offeror certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 23.** If Offeror is submitting a Response for the purchase or lease of computer equipment, then Offeror certifies its compliance with Texas Health and Safety Code Chapter 361, Subchapter Y, and Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
- 24.** Offeror shall ensure that any Offeror employee or subcontractor employee who has access to a state computer system or database shall complete a cybersecurity training program certified by the TXCC under TGC § 2063.102. Pursuant to TGC §

2063.104, such training must be completed during the Contract term and any renewal period. Offeror shall verify completion of the program to RRC to facilitate the agency's mandatory annual reporting to the TXCC.

- 25.** Offeror represents and warrants that within the five (5) calendar years immediately preceding the submission of the Response, Offeror is not aware of and has received no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Offeror, or any of the individuals or entities included in Offeror's Response, that would or could impair Offeror's performance under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of the Response. If Offeror is unable to make such representation and warranty, Offeror instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Offeror's performance under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of the Response. In addition, Offeror represents and warrants that it shall notify RRC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update RRC shall constitute breach of contract and may result in immediate termination of any agreement resulting from this RFO.
- 26.** Offeror represents and warrants that Offeror and each of Offeror's subcontractors have the requisite resources, qualifications, and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of RRC's objectives.
- 27.** Offeror represents and warrants that neither Offeror nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, identified in the Response has been convicted of a felony criminal offense, or that if such a conviction has occurred Offeror has fully advised RRC of the facts and circumstances in its Response.

- 28.** Offeror has read and agrees to all terms and conditions of this RFO, unless Offeror specifically takes an exception and proposes an alternative provision in Offeror's Response (see RFO section B.4 Exception to Provisions.)
- 29.** Pursuant to TGC §572.069, Offeror warrants and certifies Offeror will not employ any former state officer or employee, including an RRC officer or employee, who in any manner participated in a procurement process or contract negotiations for RRC involving Offeror within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers and employees whose state service or employment ceased on or after September 1, 2015.
- Offeror shall disclose any current or former employees or subcontractors who are current or former employees of the State of Texas and shall disclose their role or position relative to the provision of services under the Contract, as well as their hire or contract date. Offeror shall also disclose any proposed personnel who are related by marriage or within the second degree of consanguinity to any current or former employees of the State.
- Failure to fully disclose the information required under this paragraph may result in disqualification of Offeror's Response or termination of the Contract.
- 30.** Offeror represents and warrants that if selected for award of a Contract arising from this RFO, prior to submitting the signed Contract to RRC, Vendor shall comply with TGC §2252.908, relating to Disclosure of Interested Parties, by accessing the Texas Ethics Commission ("TEC") portal (<https://www.ethics.state.tx.us/filinginfo/1295/>), reviewing the instructional video, creating a username and password, and completing and electronically filing with the TEC the "Certificate of Interested Parties".
- 31.** Offeror certifies that for contracts for services Offeror shall utilize the [U.S. Department of Homeland Security's E-Verify](#) system during the term of the Contract to determine the eligibility of:
- A.** All persons employed by Offeror to perform duties within Texas; and

B. All persons, including subcontractors, assigned by Offeror to perform work pursuant to the Contract, within the United States of America.

If it is determined that Offeror has violated the certification set forth in this section, the (1) Offeror shall be in breach of the Contract, (2) RRC shall have the option to terminate the Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to RRC under the Contract, Offeror shall be responsible for all costs incurred by RRC to obtain substitute services to replace the terminated Contract.

- 32.** Offeror acknowledges and agrees that, to the extent Offeror owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Offeror is otherwise owed under the Contract may be applied toward any debt Offeror owes the State of Texas until the debt is paid in full. These provisions are effective at any time Offeror owes any such debt or delinquency.
- 33.** In accordance with TGC §552.372, Offeror agrees to (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to RRC for the duration of the Contract, (2) promptly provide to RRC any contracting information related to the Contract that is in the custody or possession of the Offeror on request of RRC, and (3) on termination or expiration of the Contract, either provide at no cost to RRC all contracting information related to the Contract that is in the custody or possession of the Offeror or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to RRC. Except as provided by TGC §552.374(c), the requirements of TGC Chapter 552, Subchapter J, may apply to the Contract and the Offeror agrees that the Contract can be terminated if the Offeror knowingly or intentionally fails to comply with a requirement of that subchapter.
- 34.** Pursuant to [34 Texas Administrative Code §20.306](#), if applicable to the RFO, Offeror claims the preference(s) checked below:

- | | |
|--|---|
| ☐ Supplies, materials, or equipment produced in TX or Offered by TX bidder or TX bidder that is owned by a service-disabled veteran | ☐ Rubberized asphalt paving material |
| ☐ Agricultural products produced or grown in TX | ☐ Foods of Higher Nutritional Value |
| ☐ Agriculture products and services Offered by TX bidders | ☐ Recycled motor oil and lubricants |
| ☐ Products produced at facilities located on formerly contaminated property | ☐ USA produced supplies, materials, or equipment |
| ☐ Products and services from economically depressed or blighted areas | ☐ Products of persons with mental or physical disabilities |
| ☐ Contractors that meet or exceed air quality standards | ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel |
| ☐ Recycled or Reused Computer Equipment of Other | |

35. Pursuant to TGC §§2155.004, 2155.006, 2155.0061, and 2261.053, Offeror certifies that the individual or business entity named in this Response is not ineligible to receive the Contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.

36. Offeror represents and warrants Offeror currently is, and for the Contract term duration shall remain, in compliance with the requirements of 42 U.S.C. Ch. 126, §12101, et. seq., the Americans With Disabilities Act, and its implementing regulations, as each may be amended.

37. Offeror represents and warrants Offeror currently is, and for the Contract term duration shall remain, in compliance with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§8101-8106.) and maintain a drug-free work

environment. The final rule, government-wide requirements for drug-free workplace (grants), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Workplace Act of 1988 is fully incorporated by reference and shall constitute part of the Contract, and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

- 38.** Offeror agrees Offeror shall comply with all applicable provisions found within 41 CFR §60-1.4, related to Equal Employment Opportunity. Applicable provisions include, but are not limited to, the following: Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age.
- 39.** Offeror represents and warrants that all articles and services provided by Offeror and Offeror's subcontractors under the Contract shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15), state, local, and industry related statutes, rules, regulations, and codes.
- 40.** Offeror represents and warrants that Offeror currently is, and for the Contract term duration shall remain, in compliance with all requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments; additionally, Offeror shall not place any Offeror's employee at a worksite and Offeror shall not permit any Offeror employee, or any employee of Offeror's subcontractor to perform any work on behalf of or for the benefit of the State of Texas and/or RRC without first ensuring the employee's authorization to lawfully work in the United States.
- 41.** Offeror certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the [State of Texas Debarred Vendor List](#) maintained by the Texas Comptroller of Public Accounts and

the [System for Award Management](#) (SAM) maintained by the U. S. General Services Administration.

- 42.** Offeror represents and warrants that all statements and information prepared and submitted in this document and the Response are current, complete, true, and accurate. Submitting a Response with a false statement, and/or material misrepresentations made during the performance of a Contract, each are a material breach of the Contract and may void the submitted Response and the resulting Contract.
- 43.** Pursuant to Section 2063.408(d)-(f) of the TGC, relating to cloud computing state risk and authorization management program, Offeror represents and warrants that it complies with the requirements of the state risk and authorization management program and Offeror agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.
- 44.** Offeror certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Offeror's business. Offeror acknowledges that such a vaccine or recovery requirement would make Offeror ineligible for a state-funded contract.
- 45.** Pursuant to Government Code Section 2275.0102, Offeror certifies that neither it nor its parent company, nor any affiliate of Offeror or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.
- 46.** Pursuant to Section 2155.003 of the TGC, Offeror represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.
- 47.** In accordance with Section 2254.033 of the TGC, relating to consulting services, Offeror certifies that it does not employ an individual who has been employed by RRC or another agency at any time during the two years preceding the submission

of the Response or, in the alternative, Offeror has disclosed in its Response the following: (i) the nature of the previous employment with RRC or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

- 48.** Offeror represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
- 49.** Offeror represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the RRC during the twelve (12) month period immediately prior to the date of execution of the contract.
- 50.** Offeror certifies that neither it, nor its holding companies or subsidiaries, is: (a) Listed in Section 889 of the 2019 National Defense Authorization Act; (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

If it is determined that Offeror has violated the certifications set forth in this Section, then (1) Respondent shall be in breach of contract, (2) RRC shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to RRC under the contract, Offeror shall be responsible for all costs incurred by RRC to obtain substitute services to replace the terminated contract.

- 51.** Under Section 2155.0061 and 2261.053 of the TGC, the Offeror certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

- 52.** By submitting the Response, Offeror represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Offeror and to bind the Offeror under any contract that may result from the submission of this Response.
- 53.** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

Authorized representative on behalf of Offeror must complete and sign the following:

Offeror Name

Federal Employer Identification Number

Signature of Authorized Representative

Date signed

Printed Name & Title of Authorized Representative

Attachment 2

Vendor Information Security Agreement

Purpose

The purpose of the RRC Vendor Information Security Agreement is to establish the rules for Vendor access to RRC Information Resources and support services, Vendor responsibilities, and protection of RRC information.

Definition of Vendor

I hereby acknowledge and agree that the term “Vendor representative” throughout this Agreement refers to any employee, subcontractor, subcontractor’s employee or any other representative of the primary Vendor.

Vendor Access

I hereby acknowledge and agree that: (1) I have read and thoroughly understand the RRC Information Security Guidelines and Policies; (2) I hereby agree to comply with all such Information Security Policies and Guidelines; (3) I have been informed that each of these Policies or Guidelines can be accessed at any time on the RRC Intranet from an RRC internal workstation at <https://inside/divisions/its/index.html>; and (4) each such RRC Policy or Guideline is hereby incorporated into this Agreement as if set out in full, including any amendment to any such Policy or Guideline that may be adopted from time to time during the term of the Contract with Vendor.

1. I hereby agree to:

- A.** Only access data that is necessary to address contractual obligations.
- B.** Not retain RRC system, application or user data outside of RRC computer systems.
- C.** Only use RRC information and Information Resources for the purpose(s) stated in the Contract with Vendor.
- D.** Not divulge to any other person or organization or deliver to any other person or organization any credential, badge, access card or any other RRC information acquired by Vendor in the course of doing business with the RRC unless the

applicable Contract with Vendor expressly permits such disclosure or, unless prior, express written consent is received from a duly authorized representative of the RRC; and

- E. Not disclose any configuration, systems management, security, application or associated information to any person or organization outside of authorized RRC representatives unless prior, express written consent is received from a duly authorized representative of the RRC.

- 2. I hereby agree to direct any request or question regarding the applicable Contract with the Vendor to the following Vendor Contract Manager or to any designated successor:

Name of Contract Manager: _____

E-mail Address for Contract Manager: _____

Telephone Number for Contract Manager: _____

- 3. I hereby acknowledge and agree that Vendor's authorized representative must provide the RRC a list of all Vendor employees or other representatives authorized to perform work under the applicable Contract with Vendor. I further acknowledge and agree that this list may be revised from time to time and that the revised list must be provided to the RRC within 24 hours of any change in Vendor employees or other representatives; and, provided, further, that if my name fails to appear on this list, I shall be deemed separated from employment by or no longer an authorized representative of Vendor and must immediately surrender the identification badge/access card provided to me as well as surrender any equipment or supplies provided to me by the RRC;
- 4. I hereby agree to acquire an identification badge/access card from the RRC; and further agree that it must always be worn and displayed by me while on RRC premises. I further agree to surrender the identification badge/access card as well as any equipment or supplies provided to me by the RRC immediately following: (1) the termination date of the Contract with Vendor; (2) RRC's receipt of notice from Vendor that I am no longer employed by or representing Vendor; or (3) receipt by

Vendor of a written request by the RRC, issued in the RRC's sole discretion, seeking that I terminate all work on the Contract with Vendor;

5. I hereby agree to immediately report any security incident directly to the designated Vendor Contact and the RRC Information Security Officer;
6. I hereby agree to comply with all State of Texas and RRC auditing requirements, including, but not limited to, the auditing of the Vendor's work;
7. I hereby agree that all software used by the Vendor representative in providing goods or services to the RRC is properly licensed.
8. I hereby agree that in contracts for cloud computing services, Vendor shall at all times abide by TGC § 2063.408 and adhere to the state risk and authorization management program (TX-RAMP) of the TXCC as applicable; as a precondition to entering into a cloud computing services contract or a renewal or extension of an existing contract, Vendor shall provide proof of compliance with the state risk and authorization management program as applicable.
9. I hereby agree while accessing RRC Information Resources to periodically provide evidence of compliance with RRC Information Security Guidelines and Policies and state law to the RRC Information Security Officer upon request according to reporting parameters specified by the RRC Information Security Officer. Whenever RRC data is stored outside of a state facility, Vendor shall either allow RRC to conduct a data security audit or provide a SOC 2 Type-2 report upon request.

I hereby agree that my failure to comply with any of the provisions of this Agreement constitutes grounds for the RRC, in its sole discretion, to terminate my services effective immediately; and that without further notice and at the RRC's sole discretion, any such failure on my part to comply with any of the above provisions of this Agreement shall also constitute grounds for termination of the entire Contract with Vendor or RFO issued pursuant to that Contract

Person authorized to bind the Vendor
printed name

Date

Person authorized to bind the Vendor Signature

Vendor Representative printed name

Date

Vendor Representative Signature

Attachment 3

Qualifications Statement

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH OFFEROR'S RESPONSE. Failure to answer any question or provide the requested information may result in the Offer being deemed non-responsive. Complete all blocks; if a question or information request is not applicable to Offeror, complete that item with "not applicable" or "N/A". If additional space is required for a complete response, provide the additional information on 8 x 11 ½ paper with Offeror's letterhead, and include reference to specific page number, item, and section of this Offeror's Qualifications Statement applicable to the information.

Table 6: General Firm Information

FIRM			
ADDRESS			
PHONE		FAX	
E-MAIL			
Is your firm: Individual _____ Partnership _____ Corporation _____			
If incorporated, under the laws of the State of _____ with principal place of business in _____			

Table 7: Principals in Firm & Years experience in ITS Products & Services Industry

NAME	TITLE	PHONE	NO. OF YEARS

Table 8: Firm History

List firm history below, including any other business names used.

From		to		Firm Name	
From		to		Firm Name	
From		to		Firm Name	
From		to		Firm Name	

Has firm, under its current or former name(s) ever failed to complete a project, defaulted on a contract, or been engaged in litigation over a contract? ____ Yes ____ No. If yes, provide details of most recent occurrence on separate sheet(s) and attach to this form as instructed within the introduction of this form.

OFFEROR'S CAPABILITIES

FIRM'S AVERAGE ANNUAL GROSS REVENUE \$ _____

Percentage of this revenue by categories:

Table 9: Percentage of Average Annual Gross Revenue by Category

Software Development _____ %	SaaS Products _____ %	Other IT Services _____ %
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FINANCIAL CAPABILITIES

Table 10: Financial Information Summarized Below Was Prepared By:

ACCOUNTING FIRM		Address	
City/State/Zip		E-Mail	
Prepared by (name):		Phone	

Table 11. Financial Statement Summary:

Current Assets		Current Liabilities	
Fixed Assets		Net Worth	
Total Assets		Total Liab. & Net Worth	

Table 12. Bonding References:

Indicate agency/surety through which bonding will be obtained.

AGENCY		Address	
City/State/Zip		E-Mail	
Phone		Fax	
Agent's Name		Agent's Phone	
Name of Power of Attorney from Bond Company		Expiration Date	

Table 13. Bonding Company Information

BONDING COMPANY		Address	
City/State/Zip		Email	
Phone		Fax	
Name of Representative		Phone	

Table 14. Banking References

BANK		Address	
City/State/Zip		E-Mail	
Bank Contact Name		Phone	
Checking Acct. Numbers		Fax	
Loan Acct. Numbers			
CD/MM Acct. Numbers			

Attachment 4

Veteran Heroes United in Business (VetHUB) Documents

Pursuant to [TGC Chapter 2161](#) and amended by the Texas Comptroller of Public Accounts in its emergency rules, effective December 2, 2025, state agencies are required to make a good faith effort to increase the contract awards for the purchase of goods or services the state agencies expect to make to VetHUBs during a fiscal year. Veteran Heroes United in Business are strongly encouraged to respond to this RFO.

HUB Subcontracting Plan.

In accordance with TGC Chapter 2161 and amended by the Texas Comptroller of Public Accounts in its emergency rules, effective December 2, 2025, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, responses, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. RRC has determined subcontracting opportunities are probable under a contract arising from this RFO, therefore:

ALL OFFERORS, INCLUDING TEXAS CERTIFIED VetHUBS, MUST SUBMIT A COMPLETED HUB SUBCONTRACTING PLAN ("HSP") FORM (SEE **HUB SUBCONTRACTING PLAN (HSP) FORM**) WITH THE RESPONSE FOR THE RESPONSE TO BE CONSIDERED RESPONSIVE. AN OFFEROR'S FAILURE TO INCLUDE A COMPLETED HSP FORM WILL BE DEEMED A MATERIAL FAILURE TO COMPLY WITH RFO REQUIREMENTS AND SHALL RESULT IN RRC'S REJECTION OF THE RESPONSE AND RENDERING THE RESPONSE INELIGIBLE FOR AWARD OF A CONTRACT ARISING FROM THIS RFO. OFFERORS MUST SUBMIT A COMPLETED HSP FORM INCLUDED BELOW. NO ALTERNATE FORMS, INCLUDING ALTERNATE OR PRIOR VERSIONS OF HSP FORMS, WILL BE ACCEPTED.

Preliminary HSP Review.

An Offeror may submit a draft of Offeror's HSP for a preliminary review by RRC's HUB team. Offerors wishing to take advantage of the preliminary HSP review must submit the HSP no later than the deadline for submission of HSP for preliminary review stated within **TABLE 2 of Solicitation Document: Anticipated Schedule of Events** of this RFO. Offerors are strongly encouraged to utilize this opportunity for a preliminary review of the HSP. The preliminary review is not an official review of the HSP for determination of responsiveness or contract award but is a preliminary review for compliance with HSP form instructions and required Good Faith Effort. Good Faith Effort Required. In accordance with 34 Texas Administrative Code §20.285(d), any person submitting a bid, response, offer, or other applicable expressions of interest in response to this RFO shall submit a completed HUB Subcontracting Plan form demonstrating evidence of good faith effort in developing that plan. Good faith effort shall be in full conformance with all directions for demonstration and submission specified in the HSP form below.

Probable HUB Subcontracting Opportunities.

RRC has identified potential areas of subcontracting opportunities which are listed within TABLE 1 Potential HUB Subcontracting NIGP Codes below. Full commodity and service descriptions may be found on the Texas Comptroller's website <https://comptroller.texas.gov/purchasing/nigp/>). The list is for information purposes only and is not intended as an exhaustive list of subcontracting opportunities related to this RFO. It is solely the responsibility of an Offeror to determine what, if any, subcontracting opportunities are most applicable to the Offeror's business in the performance of work under a Contract arising from this RFO. Offeror is not required to include within an HSP form any or all the commodities or services listed in Table 1 of this Attachment 4 below. Offerors should review the HSP form in this document for instructions applicable to the identification of specific commodities or services intended for subcontracting.

Table 15: Potential HUB Subcontracting NIGP Codes

NIGP Class	NIGP Item	NIGP Codes Description (Commodities and Services)
920	07	Applications Software for Minicomputer Systems: Business
920	14	Applications Software for Minicomputer Systems
920	28	Emergency Back -Up Services and Facilities for Data Processing
920	39	Processing System Services, Data
920	40	Programming Services Computer
920	64	System Implementation and Engineering Services
958	23	Computer Management Services

HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report.

Pursuant to 34 Texas Administrative Code §20.285(f)(1), as a condition of payment, a prime contractor shall maintain business records documenting compliance with the HUB Subcontracting Plan and shall submit a compliance report to the state contracting agency on the 10th of each month. Therefore, as a condition of payment under the Contract, from the start date of the Contract through the completion date of Contract, a prime contractor (Vendor) awarded a Contract arising from this RFO shall monthly submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report for each active Workorder prior to RRC's approval of payment under the Contract.

RRC's HUB Program Administration.

For an explanation of the RRC's HUB program, for assistance in completing the HSP form, and to obtain HUB lists if web access is not available, Offerors are encouraged to contact RRC's HUB Administration (Phone: 737-308-1842; or email:

hub@rrc.texas.gov.)



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

- ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation
-



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: When a state agency requires a subcontracting plan, a bid, proposal, offer, or other applicable expression of interest for the contract must contain a plan to be considered responsive.

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs shall qualify for meeting the HUB goal.

In accordance with Texas government Code Chapter 2161, Subchapter F 2161.252(b) a proposal that does not contain a HUB Subcontracting Plan (HSP) is non-responsive; and in accordance with Texas Administrative Code 20.285(b)(3), A state agency may reject if the state agency determines that a HUB subcontracting plan that was not developed in good faith or the good faith effort was not completed or incomplete, the state agency shall reject the response. Subcontracting Opportunities:

Subcontracting Opportunities:

920-07 Applications Software for Minicomputer Systems: Business
 920-14 Applications Software for Minicomputer Systems
 920-28 Emergency Back-Up Services and Facilities for Data Processing
 920-39 Processing System Services, Data
 920-40 Programming Services, Computer
 920-64 System Implementation and Engineering Services
 958-23 Computer management Services

As a courtesy, we will conduct a pre-screening of your DRAFT HSP prior to the Proposal Submission Deadline date.

Your DRAFT HSP must only be submitted to the HUB Coordinator via email: hub@rrc.texas.gov.
 See dates in Section B6 Anticipated Schedule of Events, Table 5: Anticipated Schedule of Events

For questions or assistance in completing your HSP, please contact: Michael Herman at: michael.herman@rrc.texas.gov

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: _____

Requisition # 455-26-1018

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB.

Item #	Subcontracting Opportunity Description	HUBs Percentage of the contract expected to be subcontracted to HUBs.	Non-HUBs Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%
2		%	%
3		%	%
4		%	%
5		%	%
6		%	%
7		%	%
8		%	%
9		%	%
10		%	%
11		%	%
12		%	%
13		%	%
14		%	%
15		%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

Enter your company's name here: _____

Requisition #: 455-26-1018 _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs	Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%
17		%	%
18		%	%
19		%	%
20		%	%
21		%	%
22		%	%
23		%	%
24		%	%
25		%	%
26		%	%
27		%	%
28		%	%
29		%	%
30		%	%
31		%	%
32		%	%
33		%	%
34		%	%
35		%	%
36		%	%
37		%	%
38		%	%
39		%	%
40		%	%
41		%	%
42		%	%
43		%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%

Enter your company's name here: _____

Requisition #: 455-26-1018

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature_____
Printed Name_____
Title_____
Date
(mm/dd/yyyy)

Reminder:

- If you responded "**Yes**" to **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" to **SECTION 2, Item c** and "**Yes**" to **Item d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d**, you must complete³ an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

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IMPORTANT: If you responded “Yes” to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf>

Item Number: _____ Description: _____

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: 455-26-1018

IMPORTANT: If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- ☐ - Yes (If Yes, continue to SECTION B-4.)
- ☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "**A**" signifies that the company is a Texas certified HUB.
- b.** List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition # 455-26-1018: _____

SECTION B 4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves disabled veterans.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____.

Central Time

Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves disabled veterans.

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable

Attachment 5

Pricing Worksheet

The Pricing Worksheet provides the framework for detailed cost information for the projects delivered under this agreement. The Pricing Worksheet must be the only document containing proposed pricing information in the offer.

Offerors must provide the cost of each deliverable associated with the IETRS Phase 5 Texas Damage Reporting Form (TDRF) System Replacement (Workorder 1) Deliverable, including all software, hardware, software customization, implementation services, and deployment services and activities required to support the POC and final deliverables. Offerors must provide the total price of the IETRS Phase 5 Texas Damage Reporting Form (TDRF) System Replacement (Workorder 1) deliverable in Table 1 Workorder Pricing. The total price should be the sum of Line Items 1-11.

Table 1: Workorder Pricing

<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
1	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) Workplan	\$
2	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) Requirements documentation	\$
4	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) Design documentation, inclusive of data conversion/migration	\$
5	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) RRC User Acceptance Testing support plan	\$
6	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) System Testing / Tests documentation	\$
7	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) Development configuration,	\$

<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
	code, and database, inclusive of any integration development and associated documentation	
8	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) Training and User Manuals	\$
9	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) Knowledge Transfer plan and documentation	\$
10	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) Deployment Plan including conversion/migration	\$
11	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) Post-deployment support logistics plan	\$
12	IETRS Phase 5 Texas Damage Reporting Form (TDRF) (Workorder 1) Total Price	\$

Table 2- Hourly Rate Pricing:

Offerors are to list the blended hourly rate for each Skillset listed/proposed for Line Items 1-8. The blended hourly rates for each skillset must be guaranteed through the duration of the contract. If a skillset that a Offeror believes they may use to support RRC in this project is not included in this list, please include below.

Table 2: Hourly Rate Pricing

<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
1	Blended Hourly Rate for Project Manager Services	\$
2	Blended Hourly Rate for Architect Services	\$
3	Blended Hourly Rate for Business Analyst Services	\$
4	Blended Hourly Rate for Systems Analyst Services	\$

5	Blended Hourly Rate for Data Analyst Services	\$
6	Blended Hourly Rate for Developer Services	\$
7	Blended Hourly Rate for Tester Services	\$
8	Blended Hourly Rate for Trainer Services	\$
9		\$
10		\$

Attachment 6
RRC Sample Contract

SAMPLE CONTRACT NO. 455-26-1018

between

RAILROAD COMMISSION OF TEXAS

and

VENDOR NAME

for

SOLICITATION TITLE

THIS AGREEMENT ("Contract") is made and entered into by the State of Texas, through the **RAILROAD COMMISSION OF TEXAS** ("RRC"), a state agency located at 1701 N. Congress Avenue, Austin, Texas 78701 and **VENDOR LEGAL NAME** ("Vendor"), located at Vendor's Complete Street Address - NO PO Box (individually "Party"; collectively "Parties").

WITNESSETH

WHEREAS, TGC Chapters 2155 and 2157 provide for RRC's authority to procure information technology goods and/or services and RRC intends to acquire certain information technology goods and/or services, namely Information Technology Services: Salesforce and Tools Implementation Services and Support, and

WHEREAS, in accordance with applicable provisions of TGC Chapters, 2155, 2157 and 2261, RRC has selected a Vendor to provide the desired brief description of services referenced within the RRC RFO No. 455-26-1018, and the Vendor has agreed to provide the desired Information Technology Services: Salesforce and Tools Implementation Services and Support referenced within RFO No. 455-26-1018, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of RFO No. 455-26-1018 including but not limited to insurance, bonding requirements (if any), and specifications within the RFO or Workorders, constitute part of this Contract No. 455-26-1018.

NOW, THEREFORE, RRC and Vendor, for and in consideration of the mutual promises, obligations, and benefits hereof, contract as follows:

I. CONTRACT DOCUMENTS

1.01. SERVICES REQUIRED. In accordance with the terms and conditions of this Contract, including all Contract Documents incorporated by reference, Vendor shall deliver throughout the term of the Contract including renewal or extension periods (if any), – Information Technology Services: Salesforce and Tools Implementation Services and Support (“Services”), including all labor, qualified personnel, management, coordination, equipment, materials, insurance, bonding (if applicable), and incidentals to fulfill all requirements and deliver all goods and/or services required under the Contract in accordance with applicable method protocols, industry/trade best practices, and all rules, regulations, and laws related thereto. Contract Documents include:

- a. This Contract No. 455-26-1018;
- b. Exhibit A, RFO No. 455-26-1018, including all associated attachments, appendices, exhibits, and addenda; and
- c. Exhibit B, Vendor’s Offer, dated Month, DD, YYYY (Vendor’s Offer).

1.02. INCORPORATED BY REFERENCE. All elements listed in 1.01.a. through 1.01.c. are attached and hereby incorporated by reference and constitute part of the Contract as if fully set forth herein.

1.03. ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this Contract No. 455-26-1018 shall take precedence over the other Contract Documents. Any inconsistency among the Contract Documents shall be resolved applying the order of priority as listed below:

- a. This Contract No. 455-26-1018; then
- b. Exhibit A, RFO No. 455-26-1018; and then
- c. Exhibit B, Vendor’s Proposal.

II. TERM

2.01. CONTRACT AWARD.

- a. The original term of this Contract shall be from date of the last Party's signature, and shall continue through original term end date ("Original Term"), unless terminated earlier as provided in RFO No. 455-26-1018, and/or section 2.02. set forth below.

As stated in Section A.11 of RFO No. 455-26-1018, prior to expiration of the Original Term or subsequent renewal term, as applicable, RRC may extend this Contract, by written amendment, for up to three (3) additional one (1) year optional renewal terms.

- b. Notwithstanding the termination or expiration of this Contract, any provisions regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, limitation of liability, limitation of distribution, and warranties shall survive the termination or expiration dates of this Contract.

2.02. TERMINATION.

- a. **Termination for Cause.** RRC may terminate this Contract immediately for cause by providing written notice to Vendor of such termination if Vendor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Vendor will be responsible for paying damages to RRC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or RRC resulting from Vendor's non-performance. Notwithstanding the foregoing, Vendor shall not be liable for damages that Vendor could not reasonably foresee on entry into this Contract. In the event of termination for cause, Vendor will not be eligible for consideration in the re-solicitation, if any, and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.

b. Termination for Convenience. RRC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice ("Notice of Termination") to Vendor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by RRC under this subsection, Vendor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 2.02.c.

c. Implementation of Termination. Vendor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by RRC to preserve the work in progress. In the event of termination by RRC, RRC shall pay Vendor for all work satisfactorily performed up to the effective date of termination.

2.03. NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, RRC and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to TGC Chapter 2260.

III. CONSIDERATION AND SERVICES

3.01. CONTRACT LIMIT, FEES AND EXPENSES. The total amount of fees to be paid under this Contract through the Original Term and additional (extended or renewal) terms, if any, shall not exceed CONTRACT AMOUNT IN WORDS (\$###,###,###.##). This Contract not-to-exceed amount may be changed only through written Amendment to the Contract.

3.02. SERVICES.

- a. Vendor shall provide the goods and services necessary and reasonably inferable to complete the work described in RFO No. 455-26-1018.
- b. Vendor's services shall include all disciplines agreed upon between the Parties and all related usual and customary consultant and other

services necessary and reasonably inferable to deliver all services in accordance with RRC's specifications and the terms and conditions of this Contract.

- c. Additional goods and services are those services which shall be provided ONLY if authorized or confirmed in writing by RRC, and which are in addition to the goods and services contained within the scope and content of RRC's specifications and Vendor's Proposal in response to the RFO No. 455-26-1018. In the event additional goods and services are proposed by Vendor, Vendor shall not proceed therewith except only after Vendor's receipt of RRC's written acceptance of the additional services proposed.
- d. The Description of Work (Section A.12 of RFO No. 455-26-1018) Initial Workorder (Section A.18 of RFO No. 455-26-1018) and Future Workorder Possibilities (Section A.19 of RFO No. 455-26-1018) describes the intended project scope and character. The Parties agree it is Vendor's responsibility to review and understand requirements of the entire RFO and any Workorders, including specifications therein, and to provide deliverables, including information resources services, to achieve those objectives.
- e. Vendor agrees and acknowledges that RRC is entering into this Contract in reliance on Vendor's represented professional abilities with respect to performing the services, duties, and obligations under this Contract. Vendor, and Vendor's consultants and subcontractors (if any) shall perform all services pursuant to this contract diligently and shall endeavor to further the interest of RRC in accordance with RRC's requirements and procedures and the standards of care and performance as described herein. Vendor agrees to use its best efforts to perform the Services (i) in accordance with the usual and customary professional standards of care, skill and diligence consistent with industry best practices for vendors that provide services for projects that are similar in size, scope, and budget to that within this Contract,

and (ii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to Vendor that will limit or prevent performance by Vendor of the services required under the RFO and the Contract. Vendor hereby agrees to correct, at its own cost, any of its services, and the services of its consultants and subcontractors (if any) that do not meet this standard of care.

- f. Vendor's services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Vendor's services by RRC shall relieve Vendor of any of its duties or release it from any liability, it being understood that RRC is, at all times, relying upon Vendor for its skill and knowledge in performing Vendor's services. RRC shall have the right to reject any of Vendor's goods/services in accordance with the terms and conditions of RFO No. 455-26-1018.
- g. Vendor agrees to furnish efficient business administration and superintendence and to use Vendor's best efforts to fulfill the Contract requirements in an expeditious and economical manner consistent with the interest of RRC and Vendor's professional skill and care.
- h. Vendor shall allocate adequate time, personnel and resources as necessary to deliver goods and/or perform services and work under the Contract. Changes of Vendor's key personnel identified in Vendor's Proposal shall not be made without prior written approval of RRC. Vendor's day-to-day project team will be led by Vendor's Project Manager unless otherwise directed by RRC or prevented by factors beyond the control of Vendor. Vendor's Project Manager shall act on behalf of Vendor with respect to all phases of Vendor's goods and/or services delivery and shall be available as required for the benefit of the project and RRC.

3.03. PAYMENTS TO VENDOR.

- a. Payments to Vendor will be made in accordance with the terms and conditions of the Contract, and within thirty (30) days from receipt of a complete, correct, and approved invoice or statement of payment in accordance with TGC Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Vendor will be paid for completion of work accepted and approved by RRC.
- b. Vendor shall invoice RRC for work accepted and approved by RRC. Vendor shall submit invoices as specified in RFO No. 455-26-1018

IV. FUNDING.

4.01. STATE FUNDING. It is understood that all obligations of RRC hereunder are subject to the availability of state funds, federal grant(s) and/or other federal funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In such event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

V. VENDOR PERSONNEL.

5.01. REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Vendor shall have available, under direct employment and supervision and/or subcontract agreement fully incorporating the terms and conditions of the Contract Documents, the required qualified and properly licensed (as applicable) personnel to properly fulfill all the terms and conditions of the Contract.

VI. NOTICES.

6.01. LEGAL NOTICES.

- a. Any legal notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Vendor at the address set forth below:

For RRC: Railroad Commission of Texas
Administration Division-Contract Management
P.O. Box 12967
Austin, Texas, 78711-2967
Attention: Theresa Lopez
Phone: 512-463-6953
Fax: 512-936-6402
Email: theresa.lopez@rrc.texas.gov

For Vendor: Vendor Legal Name
Full Mailing Address

Attention: _____
Phone: _____
Fax: _____
Email: _____

- b. Legal notice given in any other manner shall be deemed effective only if, and when, received by the Party. Either Party may change its address for notice by written notice to the other Party as provided herein.

VII. MISCELLANEOUS PROVISIONS.

7.01. GOVERNING LAW AND VENUE. This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law provisions. The venue of any suit brought under this Contract is fixed in any court of competent jurisdiction in Travis County, Texas unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the RRC. Vendor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Nothing in this Section shall be construed as a waiver of sovereign immunity by RRC.

7.02. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract No. 455-26-1018 shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

7.03. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract. Vendor acknowledges Contract is effective for the period specified in the Contract. Any services performed by Vendor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Vendor.

7.04. SOVEREIGN IMMUNITY. The Parties agree and acknowledge that nothing contained in RFO No. 455-26-1018, Vendor's Offer, or this Contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the State of Texas. RRC and the State of Texas retain all legal defenses and immunities available to each. RRC does not waive any privileges, rights, defenses, remedies, or immunities, available to RRC as an agency of the State of Texas or otherwise available to RRC.

7.05. PROHIBITION ON CONTRACTING WITH COMPANIES BOYCOTTING ISRAEL. In accordance with TGC §2270.002, Vendor hereby represents and warrants that it does not, and shall not for the duration of the Contract, boycott Israel as the term is defined by TGC §808.001(1).

7.06. PROHIBITION ON CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS. Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by TGC §2252.152.

7.07. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signature to this Contract, Vendor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Vendor signs this Contract with a false statement or it is subsequently determined that Vendor has violated any of the

representations, warranties, guarantees, certifications or affirmations included in this Contract, Vendor shall be in default under this Contract, and RRC may terminate or void this Contract for cause and pursue other remedies available to RRC under this Contract and applicable law.

7.08. ENTIRE CONTRACT AND MODIFICATION. This Contract No. 455-26-1018 and all Contract Documents referenced in Section 1.01. herein constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

EXECUTION SIGNATURES. The Parties agree the Contract and any written Amendments thereto necessary for the consummation of the transaction contemplated by the Contract may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each Party as if it were physically executed. The Parties to this Contract have electronically executed this Contract which shall be deemed an original. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Contract on behalf of the respective Parties.

RAILROAD COMMISSION OF TEXAS

VENDOR LEGAL NAME

Wei Wang
Executive Director

Printed Name: _____
Title: _____

Date of Execution

Date of Execution

RRC use only below this line. _____

Division. Director: _____

Asst. Executive Director: _____

Director of Operations: _____

Office of General Counsel: _____

Attachment 7

Terms and Conditions

- 1. General Terms and Conditions.** The terms and conditions herein shall be fully incorporated into and constitute part of the RFO and any resulting Contract. Offeror/Vendor shall comply, and Offeror/Vendor shall require all subcontractors of all tiers to comply with the terms and conditions of the Contract. In the absence of express exclusion in whole or in part from the Response, all terms and conditions are deemed incorporated therein.
- 2. Compliance with RFO and Contract.** By submitting a response, acknowledging and accepting the Contract, or delivering any services under the Contract, Offeror/Vendor acknowledges, accepts, and agrees to all terms, conditions, specifications, provisions, statements, and guidelines of the Contract, including, but not limited to, the RFO. All parts of the RFO are fully incorporated into and constitute part of the Contract for all purposes intended. RRC, in its sole discretion, may disqualify a Response from consideration if RRC determines a Response is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFO.
- 3. Misunderstanding or Lack of Information.** Offerors must be thoroughly informed concerning all relevant facts, data, site conditions, and estimates required for the purpose of assembling a Response and concerning all difficulties that may be encountered in managing or operating a project under the Contract or a Workorder issued thereunder.

No plea of ignorance of existing site conditions or difficulties that may be encountered during the performance of a Workorder issued under the Contract shall be accepted as an excuse for any failure or omission by Vendor to fulfill in every detail all requirements of the Contract or shall be accepted as a basis for any claim whatsoever for additional compensation to a finalized, negotiated Workorder.

By submitting a Response, each Offeror acknowledges and agrees that it fully understands and shall abide by the terms and conditions of the RFO, and that the

Offeror shall not make any claims for, or has any rights to, cancellation or relief without consequences because of any misunderstanding or lack of information.

- 4. Ambiguity, Conflict, Exclusionary Specification, or Omission.** If Offeror discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the RFO, Offeror must immediately notify in writing RRC's point of contact for the RFO. If Offeror fails to notify RRC's point of contact for the RFO of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, Offeror's submittal of a Response is done so at Offeror's own risk, and if awarded a Contract, Offeror shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction.
- 5. Right to Amend, Modify, or Withdraw the RFO.** RRC reserves the right to alter, amend, or modify any provisions of the RFO or to rescind, revoke, or withdraw the RFO, in whole or in part, at any time prior to Contract award if such action is determined by RRC to be in the best interest of the State of Texas and/or RRC.
- 6. No Alterations or Withdrawals of Response after Deadline.** Responses may not be altered or amended after the Response due date and time specified in the RFO. Any alterations made before the Response due date and time must be initialed by Offeror or Offeror's authorized agent. Responses submitted may not be withdrawn after submission deadline. However, upon receipt of Offeror's written request to withdraw their Response, RRC may, but not must, in its sole discretion approve the request to withdraw a Response.
- 7. Attachments.** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response. RRC reserves the right, in its sole discretion, to reject any Offeror terms and conditions or other documents or attachments as part of Offeror's Response.
- 8. Binding Effect of Response.** Unless otherwise agreed in writing and signed by RRC, Offeror agrees to and is bound by the information and documentation provided with the Response. Upon award of Contract, negotiated prices shall remain fixed and guaranteed for the entire Contract period. By submitting an offer Vendor commits to providing the goods and services required at the prices set forth in the Offer and that Offer remains valid for 180 days following the offer due date and time.

- 9. Tie Offers.** Consistent and continued tie offers could cause rejection of Offers by RRC.
- 10. Binding Effect of Contract.** An awarded Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.
- 11. Rejection of Response and Cancellation of RFO.** Issuance of this RFO does not constitute a commitment on the part of RRC to award a contract. RRC is under no obligation to award any contract as a result of this RFO. RRC maintains sole right and discretion to reject any or all Responses and to cancel the RFO if RRC deems such action as in the best interest of the State of Texas and/or RRC. RRC's waiver of any deviations in any Response will not constitute a modification of the RFO and will not preclude RRC from asserting all rights against Vendor for failure to fully comply with all terms and conditions of the RFO.
- 12. Offeror Costs.** Offeror shall bear all costs and expenses, including costs of preparing and submitting required number of copies, associated with the preparation and submission of a Response. Vendors Offer pricing includes all costs and expenses associated with performance of the work in accordance with the requirements, terms and conditions of the Contract documents including any specifications and the RFO; no alternate pricing or additional costs will be paid.
- 13. Offeror Identification.** Prior to the award of the Contract, Vendor must provide the Vendor's Texas Identification Number (TIN) issued by the Texas Comptroller of Public Accounts.
- 14. Contract Award, Copyright, Reissuance.** A response to the RFO is an offer to contract with the State of Texas through RRC based upon the specifications, terms, and conditions contained in the RFO. The Response shall not become a contract with RRC unless, until, and to the extent, RRC issues a fully executed Contract and Notice of Award to a successful Vendor. RRC in its sole discretion reserves the right to reject any or all Responses, all or any part of any Response, waive minor technicalities, negotiate pricing and Contract terms and conditions with all Vendors or no Vendors, and award a Contract in the best interest of the State of Texas and RRC.

Copyrighted Responses are unacceptable and are subject to disqualification as nonresponsive; in addition, RRC reserves the right to disqualify any Response that asserts any copyright on any RRC forms designated by the RFO as a form required to be submitted with Offeror's Response.

Prior to the issuance of a Contract, RRC reserves the right to make any corrections or include additional requirements necessary for RRC's compliance with all federal and state laws, regulations, rules, policies, and best practices. RRC reserves the right to at any time reissue the RFO or issues another RFO for the goods and/or services described in this RFO.

- 15. Limitation on Authority, No Other Obligations.** Offeror/Vendor shall have no authority to act for or on behalf of the State of Texas and/or RRC except as expressly provided in the fully executed Contract. No other authority, power, or use is granted or implied. Vendor may not incur any debt, obligation, expenses, or liability of any kind on behalf of RRC or the State of Texas.
- 16. No Other Benefits.** Vendor has no exclusive rights or benefits other than those set forth within the Contract.
- 17. Amendments to the Contract.** The Contract may be amended only upon written agreement between RRC and Vendor; however, the Contract may not be amended in a manner that conflicts with the laws of the United States or of the State of Texas. Vendor agrees to amend the Contract and to cooperate in the execution of any contract amendments necessary to effectuate compliance with laws of the State of Texas when such laws require RRC to include additional language in the Contract. During the term of the Contract and any extensions or renewals thereof, RRC reserves the right to request amendments or modifications to the Contract when RRC determines such action to be in the best interests of the State of Texas and/or RRC and for compliance with all applicable state and federal laws, regulations, requirements, and guidelines. Except as otherwise provided in negotiated terms and conditions expressly identified and formalized in the Contract, the entire agreement between RRC and Vendor shall consist of the following documents: the Contract,

amendments to the Contract, Purchase Orders, Workorders and, Change Notices (if any), the RFO (including addenda, if any), and the Response.

Order of Precedence; Prohibited Exceptions.

18. Order of Precedence. In the event of a conflict between the RFO and the Contract Documents, the following documents, in order of precedence, shall apply in resolving such conflicts:

- A.** The Contract (including expressly identified, negotiated terms and conditions) and Amendments to the Contract, Purchase Orders, Workorders, and Change Notices (if any).
- B.** The RFO and Addenda (if any), and
- C.** Vendor's Response.

19. Prohibited Exceptions. Unless expressly accepted in writing by RRC, the following exceptions within any Offeror's Response shall be rejected:

- A.** Incorporation of laws of a state other than Texas,
- B.** Any requirements for prepayment,
- C.** Any limitations on RRC's remedies,
- D.** Any requirements that RRC indemnify the Offeror,
- E.** Any requirements that Offeror's documents control in case of conflicts,
- F.** Any requirements that Offeror's documents control even if Offeror accepts or acknowledges the Contract,
- G.** Any requirements to reduce or eliminate required insurance coverages, types, endorsements and limits, and
- H.** Any disclaimer of warranties.

20. Statement of Services, Performance. Vendor shall provide the requested Services in the manner described in this RFO. In the event of Vendor's failure to conform to all requirements of this RFO, consequences may include, but not be limited to, RRC's withholding of acceptance and payments under the Contract, RRC's cancellation of

all or part of the Contract, RRC's revocation of any prior acceptance and Vendor's refund of amounts paid prior to revocation of acceptance.

21. Response to Workorder Mandatory. Vendor shall submit a response for each Workorder that RRC issues. Failure to respond to a Workorder is a breach of contract.

22. Time Limits Enforced. Time is of the essence in the performance of this Contract. Vendor shall strictly comply with all deadlines, requirements, and standards of performance for this Contract and any Workorder issued thereunder and in the execution of the work. Vendor acknowledges and accepts all time limits will be strictly construed and rigidly enforced.

23. Changes and Changed Conditions.

RRC's Authorized Representative may, in writing, order changes in the work within the general scope of the Contract or Workorder issued thereunder.

In the event Vendor identifies Changed Conditions, Vendor shall not further proceed with work until Vendor has submitted a written notice of Changed Conditions to RRC's Authorized Representative and received from RRC's Authorized Representative authorization to continue with work.

If Changed Conditions increase or decrease the cost of, or time required for performing the work, Vendor shall assert a claim in writing prior to the making of final request for payment under the Contract, and RRC may issue a written equitable adjustment by change order. However, no adjustment shall be made in favor of Vendor unless Vendor has timely submitted written notice of Change Conditions and written assertion of claim in conformance with the terms of the Contract.

Notwithstanding the forgoing, in absence of a written notice of Changed Conditions having been timely submitted by Vendor, RRC in its sole discretion may waive the requirement therefore and approve Vendor's claim. In the event RRC and Vendor cannot agree upon an equitable adjustment, the dispute shall be decided pursuant to the dispute resolution process contained within the terms and conditions of the Contract.

It is recognized and agreed to by RRC and Vendor that information provided within the RFO, including specifications, attachments and addenda, if any, may not be complete or free from errors, omissions and imperfections, or that the information may require changes or supplementation in order for the work to be completed to the satisfaction of RRC. Accordingly, it is the express intention of RRC and Vendor, notwithstanding any other provisions in the Contract, that any errors, omissions or imperfections in such specifications, exhibits to the RFO, and addenda, if any, or any changes in or supplementation to same or to a Workorder issued by RRC and any resulting delays in the work or increases in Vendor's costs and expenses arising out of such errors, omissions or imperfections shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Vendor, whether for breach of Contract or otherwise; provided, however, that RRC shall be liable to Vendor for the sum stated to be due Vendor in any change order approved and signed by both RRC and Vendor, it being agreed hereby that such sum, together with any extension of time contained within the approved change order, shall constitute full compensation to Vendor for all costs, expenses, and damages to Vendor as permitted under TGC Chapter 2260.

Contract Completion and Liquidated Damages.

24. Performance Period. The performance period for work under a Workorder arising under the Contract shall commence on the date stated within the Workorder issued from RRC to the Vendor, and all work under the Workorder shall be completed not later than the specified period within the Workorder.

25. Workorder Completion and Workorder Period. Workorders shall be issued under the Contract and must be completed within the specified dates noted in the Workplan, and commencing on the date stated, in the Notice to Proceed of the Workorder

26. Calculation of Liquidated Damages. Charges for liquidated damages will begin accumulating on the first day following the final completion date set forth within the Workorder or Purchase Order issued from RRC to Vendor or a written, authorized extension thereto, and continue until the date of actual, final completion as

established by RRC. Final completion of the Contract will not be issued until all required work under the Contract has been verified by RRC's Authorized Representative as complete.

27. Assignments and Subcontractors. Offeror/Vendor shall not assign its rights, or delegate the performance of Vendor's duties, under the Contract without prior written approval of RRC. Notwithstanding this provision, it is mutually understood and agreed that vendor may subcontract with others for some or all of the services to be performed."

Vendor must submit to RRC's Authorized Representative any proposed subcontractor and shall receive from RRC's Authorized Representative, written approval of the subcontractor prior to Vendor authorizing subcontractor's performance of any work under the Contract.

Subcontractors providing service under the Contract shall meet the same requirements and level of experience as required of the Vendor.

No subcontract under the Contract shall relieve the Vendor of responsibility for delivery of work and services required under the Contract. If Vendor uses a subcontractor for any or all work required, the following conditions shall apply under the listed circumstances:

- A.** Offerors planning to subcontract all or a portion of the work to be performed under this Contract shall identify each proposed subcontractor on the HSP form (see RFO Attachment 4 VetHUB Subcontracting Plan Form (HSP)).
- B.** Subcontracting shall be at Vendor's expense.
- C.** RRC retains the right to review any subcontractor's background and approve or reject the use of Vendor's proposed subcontractors.
- D.** Vendor shall be the only Vendor for RRC for the Contract. Vendor shall manage Vendor's subcontractors, if any. Vendor shall provide contact information, including mobile phone number and email address, of Vendor's designated point of contact to which RRC and Vendor's subcontractors shall submit any inquiries.

28. Payments to Vendor. Vendor shall submit by email to RRC's designated point of contact all requests for payment. Payment requests shall be submitted upon Offeror's completion of and RRC's acceptance of work. When submitting request by email, Vendor shall include as attachments to the email Vendor's invoice and all additional documents required by Contract; including a completed "Vendor's Progress Assessment Report as applicable to the payment request, to the RRC designated Contract Manager. Each Vendor's invoice shall reflect a single Contract and all and only services related thereto which have been delivered, inspected, tested, evaluated, and accepted by RRC within the Contract performance period concluding on the invoice date. Upon Vendor's submittal of a properly prepared, itemized invoice accompanied by all additional documents required by Contract, payment shall be made by RRC in accordance with TGC Chapter 2251.

29. Compliance with TGC Chapter 2251 required. A Vendor awarded a Contract arising from this RFO, and all Vendor's subcontractors, if any, shall comply with all applicable provisions of TGC Chapter 2251 relating to prompt payment for goods and services under a contract issued by a state agency. TGC Chapter 2251 requires, in part, that a Vendor that receives payment from a state agency shall pay a subcontractor the appropriate share of the payment not later than the 10th day after the date the Vendor receives the payment; and, the Vendor's subcontractor who receives a payment from the Vendor shall pay a person who supplies goods or a service for which the payment is made, the appropriate share of the payment not later than the 10th day after the date the subcontractor receives the payment. Vendor's compliance with this provision shall be strictly enforced by RRC. RRC reserves the right to request evidence of Vendor's compliance, and evidence of Vendor's subcontractor's compliance with this condition of the Contract.

30. Invoice requirements.

Vendor's invoice must clearly reflect the following:

- A. RRC Contract Number, Workorder, and Purchase Order number (as applicable);
- B. RRC bill to information;
- C. Vendor name;

- D. Vendor address;
- E. Vendor remit payment to information;
- F. Vendor's Texas Vendor Identification Number (TIN) assigned by Texas Comptroller of Public Accounts;
- G. Invoice date;
- H. Invoice number (may not be duplicate invoice number from prior invoice submitted);
- I. Date(s) of delivery of services and/or goods; and
- J. Description of Services.
- K. Invoices should be emailed to invoices@rrc.texas.gov and reese.miller@rrc.texas.gov.

Vendor's invoices submitted to and received by RRC, but which fail to conform to all invoice requirements stipulated within the Contract Documents will be returned to Vendor unpaid or will be held by RRC until all requirements for submittal of revised invoice and/or additional documents required by the Contract are satisfied. Vendors will have five (5) business days to correct and resubmit non-conforming invoices.

31. Authorization of Payment. Prior to authorizing payment to Vendor, RRC shall evaluate Vendor's performance in accordance with Contract requirements.

32. Non-Reimbursable Items. RRC will not reimburse for travel, meals, lodging, or other related expenses unless specifically provided for under the Contract and pre-approved in writing by both the RRC Authorized Representative and RRC Contract Manager assigned to the Contract. In such an event, costs will be invoiced to RRC based on actual expenses, and RRC shall not be liable for reimbursement of expenses that (i) were not preapproved in writing by RRC, or (ii) exceed the current State Travel Regulations. Vendors are required to provide receipts to validate invoicing. State Travel Reimbursement Rates may be found at: <https://fm.x.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>. Vendors shall note: RRC shall not reimburse for travel, meals, lodging, or other related expenses that may be reasonably anticipated as part of the Contract or a Workorder issued thereunder. Vendors shall not be reimbursed for travel, meals, lodging, or other

related expenses that are reasonable and ordinary in the course of providing Services.

33. No Prepayments. RRC will not prepay for any services provided to RRC by Vendor in performance of services or work under the Contract. RRC shall not make down payments, deposits, pay advances, advance deposits, or any other payments that are not made specifically for properly documented completed services approved for payment by and satisfactorily provided to RRC.

34. Refunds. Upon Vendor's discovery of any erroneous payment from RRC to Vendor of any funds, or upon receipt of written notice of erroneous payments issued by RRC, Vendor shall promptly refund or credit within thirty (30) days any funds erroneously paid by RRC or which are not expressly authorized under the Contract.

35. Records Maintenance, Retention, and Audit. Offeror shall maintain and retain all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Offeror for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

Offeror shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Offeror pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by RRC and the State of Texas.

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Indemnification.

- 36. Acts or Omissions.** OFFEROR/VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND RRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OFFEROR/VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY OFFEROR/VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND OFFEROR/VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 37.** RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RRC AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RESPONDENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) RRC'S AND/OR RESPONDENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO RRC BY RESPONDENT OR OTHERWISE TO WHICH RRC HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THE CONTRACT. RESPONDENT AND RRC AGREE

TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, RESPONDENT WILL REIMBURSE RRC AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF RRC DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF RRC IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, RRC WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF RRC'S COUNSEL.

38. Texas/Workers' Compensation/Unemployment Insurance; Including Indemnity.

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. RRC AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS RRC, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS,

CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringement: Patent, Trademark, Copyright, and Other Intellectual Property.

39. Claims. OFFEROR SHALL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF TEXAS AND RRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, SERVICE MARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL, INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF OFFEROR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND OR (3) RRC'S AND/OR OFFEROR'S USE OF OR ACQUISITION OF ANY SERVICE OR OTHER ITEMS PROVIDED TO RRC BY OFFEROR OR OTHERWISE TO WHICH THE STATE OF TEXAS AND/OR RRC HAS ACCESS AS A RESULT OF OFFEROR'S PERFORMANCE UNDER THIS CONTRACT.

OFFEROR AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. OFFEROR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE

COORDINATED BY OFFEROR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND OFFEROR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, OFFEROR WILL REIMBURSE RRC AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF RRC DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OFFEROR OR IF THE RRC IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, RRC WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND OFFEROR WILL PAY ALL REASONABLE COSTS OF RRC'S COUNSEL.

40. Notice. If Vendor becomes aware of an actual or potential claim, or RRC provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against RRC, shall), at Vendor's sole option and expense; (i) procure for RRC the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that RRC's use is non-infringing.

41. Limitations. Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to RRC's specific instructions, (iv) any intellectual property right owned by or licensed to RRC, or (v) any use of the product or service by RRC that is not in conformity with the terms of any applicable license agreement.

42. Personal Injury, Property Damage. Vendor shall be liable for any bodily injury or personal injury to any individual caused by any of Vendor's employees during any assignment under the terms of the Contract. In the event of loss, destruction, or damage to any State of Texas or RRC property by Vendor's employees, Vendor shall indemnify the State of Texas and RRC and pay to the State of Texas and/or

RRC the full cost of repair, reconstruction, or replacement at RRC's election. Vendor shall reimburse the State of Texas and/or RRC for such property damage within thirty (30) days after Vendor's receipt of RRC's written notice of amount due. This provision survives the termination or expiration of the Contract.

43. Insurance Requirements. Time is of the essence. Vendor shall submit to RRC a complete, current, certificate of insurance not later than ten (10) days after RRC's issuance of written Notice of Intent to Award of a Contract. Vendor's certificate of insurance shall be fully compliant with all terms and conditions of the Contract. Vendor shall maintain required insurance coverages in accordance with the terms and conditions of the Contract throughout the entire Contract term (including warranty, if applicable.) Vendor shall not proceed with any work under the Contract without RRC's approval of certificate of insurance.

All required insurance coverage must issue from a company or companies that:

- A.** Have both a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.; and
- B.** Have a Financial Size Category Class of "VII" or better from A. M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business in, and under the laws of, the State of Texas. Certificates of insurance shall be issued on a form approved by the Texas Department of Insurance and be satisfactory to RRC. Certificates of insurance shall specify and/or set forth the following:

- A.** RRC as certificate holder with correct mailing address;
- B.** Insured's name which must match Vendor's legal name on and within this Contract;
- C.** Insurance company(ies) affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of the insurance company(ies);

- D. Producer of the certificate of insurance with correct address and phone number listed;
- E. Additional insured status as required herein;
- F. Amount of any deductibles and/or retentions;
- G. A 30-day Notice of Cancellation, non-renewal, or reduction in coverage;
- H. Contractual liability coverages as required herein;
- I. Primary and non-contributing endorsement. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to RRC, with RRC's insurance being excess, secondary, and non-contributing;
- J. Waiver of Subrogation endorsement; and
- K. Listing of all exclusions and limitations added by endorsement to general liability coverage; however, no endorsements shall restrict, limit, or exclude in any manner whatsoever, coverage required.

All certificates of insurance for required coverage other than workers' compensation and professional liability (as applicable) shall name the State of Texas, RRC, and its officers, directors, and employees as additional insured.

Offeror's Response shall include proof of minimum required insurance types and limits of coverage. Proof of insurance may be provided in the form of current certificates of insurance (e.g., an Acord™ form).

44. Minimum Contractually Required Insurance Types and Coverage:

Table 16: Insurance Requirements

Insurance Type	Each Occurrence/Aggregate Limits
<u>Workers' Compensation</u>	Within statutory limits/Texas Workers' Compensation Act.
<u>Employer's Liability</u>	\$1,000,000 Each Accident
Bodily Injury by Accident	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
<u>Commercial General Liability</u>	Bodily Injury and Property Damage

Includes liability arising out of all locations and operations of Vendor, including but not limited to liability assumed under this Contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limits of liability.	\$1,000,000 Each Occurrence/\$2,000,000 General Aggregate \$2,000,000 Product-Completed Operations Aggregate \$1,000,000 Personal Injury and Advertising Liability \$5,000 Medical Expense each person
<u>Automobile Liability</u> Must include liability arising out of any auto and be on business auto form.	\$1,000,000 Combined Single Limit (for each accident)
<u>Professional Liability</u>	\$1,000,000 Each Occurrence/\$1,000,000 General Aggregate

45. Failure to Obtain, Maintain, or Renew Required Insurance. Failure to obtain, maintain, and/or renew the required insurance shall constitute a material breach of and default under this Contract. If Vendor fails to remedy such breach within five (5) business days after written notice by RRC, Vendor shall be liable for any and all costs, liabilities, damages and penalties resulting to the State of Texas and RRC from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Vendor by RRC. In the event of any failure by Vendor to comply with the provisions of this Contract, RRC may, without in any way compromising or waiving any right or remedy at law or in equity, on written notice to Vendor, purchase such insurance, at Vendor's expense, provided that RRC shall have no obligation to do so and if RRC shall do so, Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

46. Termination and Cancellation. The Contract may be terminated, canceled, or cancellation of services may occur, in whole or in part, in any one or more of the following circumstances:

A. Termination or Cancellation for Convenience.

- i. **Mutual Agreement.** Upon the mutual written agreement of RRC and Vendor, the Contract may be terminated or canceled.
- ii. **RRC Cancellation upon Thirty (30) Days' Notice.** RRC may in its sole discretion terminate, cancel the Contract, or cancel specific services of the Contract with thirty (30) days' written notice to Vendor.

B. Termination or Cancellation for Cause.

- i. **Breach of Material Term.** Either party may, upon giving thirty (30) days' written notice identifying specifically the basis of such notice, terminate the Contract for breach of a material term or condition of the Contract, provided the breaching party must not have cured such breach within the thirty (30) days' period. In the event of such termination, Vendor will be paid for all services accepted prior to the date of the termination. No additional charges or fees will be assessed to RRC for the termination or cancellation.
Upon termination or cancellation under this provision, Vendor shall refund to RRC any amounts attributable to the terminated or canceled months within thirty (30) days, the Contract amount and monthly invoice will be reduced during the next billing cycle based on the services cancelled.
- ii. **Vendor Nonperformance.** If Vendor defaults on the Contract after award has been made, RRC reserves the right to cancel the Contract without notice and either reissue the RFO or award the Contract to the next qualified, responsive and responsible Vendor offering the best value to the state as determined by RRC. In such event, the defaulting Vendor will not be considered for award for any Contract arising under the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work differ substantially from the work and/or services under the Contract on which Vendor defaulted. The length of any period of suspension shall be determined by RRC based on the seriousness of the default. In the event of nonperformance default, Vendor shall remain liable for all covenants and indemnities under the Contract. Vendor shall be liable for all costs and

expenses, including any attorneys' fees and court costs, incurred by RRC with respect to the enforcement of any remedies listed herein.

- iii. **Bankruptcy.** Upon the filing of a petition for bankruptcy, or upon the judgment of bankruptcy or insolvency by or against Vendor, RRC may terminate the Contract for cause without notice. Such termination shall be effective upon the date of such filing or upon the date of judgment.
- iv. **Availability of State Funds, Legislative Action, Necessity of Performance.** The Contract is subject to termination or cancellation, without penalty to RRC, either in whole or in part, subject to the availability of state funds.
- v. **Legal Remedies and Damages from Breach of Contract.** RRC expressly reserves all legal remedies to which it may be entitled to collect and all damages directly or indirectly resulting from breach of contract by Vendor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of Vendor. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason and RRC expressly waives no such rights or remedies.
- vi. **Substitution of Services.** In the event of RRC's termination or cancellation of the Contract for cause, RRC may procure, upon such reasonable terms and in such manner as RRC deems appropriate, substitute services similar to services terminated or canceled. Vendor shall be liable to RRC for any excess or additional costs incurred by RRC in acquiring such services plus court costs and attorneys' fees. RRC's recovery of costs under this section is in addition to any other remedies available to RRC under the Contract and/or under applicable law.

47. Miscellaneous Termination Provisions.

- A. Recovery of Funds.** RRC reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to RRC under the Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at Vendor's request or if termination or cancellation

is for cause. This right is in addition to any other remedies available to RRC under the Contract or under applicable law. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason, and RRC expressly waives no such rights or remedies.

48. Notice of Termination or Cancellation Delivery. Any termination by RRC of the Contract which requires written notice may be accomplished by RRC's delivery to Vendor of a notice of termination or cancellation specifying that the Contract is terminated or canceled.

49. Federal, State, and Local Requirements. Vendor shall demonstrate onsite compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Forms W-2 to common law employees. Vendor shall be solely responsible for both federal and state unemployment insurance coverage and standard Worker's Compensation Insurance coverage for Vendor's employees. Vendor shall comply with all federal and state employment tax laws and withholding requirements. The State of Texas shall not be liable to Vendor and Vendor's employees for any unemployment, workers' compensation, or federal or state tax withholding requirements. Vendor shall indemnify the State of Texas and RRC and shall pay all costs, penalties, or losses resulting from Vendor's omission or breach of this section.

50. Independent Vendor. Vendor shall serve as an independent Vendor in providing services under the Contract. Vendor's employees are not and shall not be construed as employees or agents of the State of Texas. Subject only to the terms of this Contract, Vendor shall have the sole right to supervise, manage, operate, control, and direct performance of its duties under this Contract. Nothing contained in the Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for RRC whatsoever with respect to the indebtedness, liabilities, and obligations of Vendor or any other party. Vendor shall be solely responsible for, and RRC shall have no obligation with respect to:

A. Withholding of income taxes, FICA, or any other taxes or fees;

- B.** Industrial worker's compensation insurance coverage;
- C.** Participation in any group insurance plans available to employees of the State of Texas;
- D.** Participation or contributions by State of Texas to the State Employees Retirement System;
- E.** Accumulation of vacation or sick leave, or
- F.** Unemployment compensation coverage provided by the state.

51. Force Majeure. Any delays in or failure of performance by either party, except in respect of the obligation of payments under the RFO or Contract, shall not constitute default hereunder if and to the extent such delays or failure of performance are caused by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent, herein called "Force Majeure," including acts of God or the public enemy, sabotage, war, mobilization, revolution, civil unrest, riots, strikes, lockouts, epidemics, fires, accidents, breakdowns, floods, earthquakes, hurricanes or any other natural disaster or governmental actions. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligences to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, RRC may terminate the Contract immediately upon written notification to the Offeror.

52. Labor Activity. Notwithstanding the foregoing paragraph, in the event any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against Vendor at RRC's facility and such labor activity results in the curtailment or discontinuation of services performed under the Contract, RRC shall have the right during said period to employ any means legally permissible to have the work performed.

53. Dispute Resolution. Disputes arising under the Contract shall be resolved in accordance with the dispute resolution process provided in TGC Chapter 2260 and

in accordance with 16 Texas Administrative Code Chapter 20, Subchapter A, Division 2.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by RRC nor any other conduct of any representative of RRC relating to the Contract shall be considered a waiver of sovereign immunity to suit.

54. Compliance with Other Laws. Offeror shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. RRC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the Contract to incorporate any modifications necessary for RRC's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

55. Permits, Licenses, Certifications. Vendor shall obtain and maintain all permits, licenses, insurance, waiver, permit, qualification, certification, or other authorizations as may be required for performance of the work under the Contract. Upon request by RRC, Vendor shall furnish to RRC certified copies of required permits, licenses, or other required authorizations. Vendor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Vendor shall be responsible for payment of any such government obligations not paid by Vendor's subcontractors during performance of the Contract.

56. Legal Notices. Any legal notice required or permitted to be delivered under the RFO and/or Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Offeror. Notice given in any other manner shall be deemed effective only when received by the party to be notified. Either party may change its address for notice by providing written notice to the other party in accordance with the terms and conditions herein.

57. Governing Law and Venue. The RFO and Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law provisions. The venue of any suit brought under the RFO and/or Contract is fixed in any court of competent jurisdiction in Travis County, Texas unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the RRC. Vendor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Nothing in this Section shall be construed as a waiver of sovereign immunity by RRC.

58. No Waiver. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the State of Texas or by RRC of any immunities from suit or from liability that the State of Texas or RRC may have by operation of law. Nothing in the Contract should be construed as a waiver of the sovereign immunity of the State of Texas.

This contract does not constitute or should not be construed as a waiver of any of the privileges, rights, defenses remedies, or immunities available to the State of Texas or RRC. The failure to enforce, or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available, to the State of Texas and RRC under the Contract or under applicable law does not constitute a waiver of such privileges, rights, defenses, or immunities available to RRC by entering into a Contract or by its conduct prior, or subsequent to entering into a Contract.

Failure of either Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the contract will not be construed as a waiver of any continuing or successive breach.

- 59. Buy Texas.** In accordance with TGC §2155.4441, the State of Texas requires that during the performance of a contract for services, Vendor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.
- 60. Confidential Information; Public Information Act Disclosures.** Information, documentation, and other material in connection with this Solicitation or any resulting Contract may be subject to public disclosure pursuant to TGC Chapter 552 (the "Public Information Act"). In accordance with TGC §2252.907, Offeror is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Specific forms acceptable to RRC include MS Word®, MS Excel®, and *.pdf files.
- 61. Public Disclosure.** Offeror shall not use RRC's name, logo, or other likeness in any press release, marketing material, or other announcement without prior written approval of RRC. RRC does not, and shall not, endorse any Offeror, vendor, commodity, or service. Offeror shall not, and is not authorized to, make or participate in any media releases or public announcements pertaining to the Solicitation, a contract arising from this RFO, the Response, or the services to which they relate with RRC's prior written consent, and then only in accordance with explicit written instructions from RRC.
- 62. Entire Contract And Modification.** The Contract and its integrated attachment(s) constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Unless an integrated attachment to the RFO and Contract expressly states a mutual intent to amend a specific article, section, item, term, or condition of the RFO and/or Contract, general conflicts in language between any attachment and the RFO and Contract shall be construed in favor of the terms and conditions of the RFO and Contract. Unless expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to the RFO and Contract shall be binding upon

the parties unless the same is in writing and signed by all Parties through an authorized representative of each Party with authority to bind the Party to the Contract.

63. Severability. If any provision contained in this RFO and the Contract is held to be unenforceable by a court of law or equity, the RFO and Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

64. Counterparts. The Contract issued pursuant to this RFO may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same agreement.

65. Vendor Representations, Certifications, and Affirmations. A Vendor who submits a signed Offer agrees, certifies, and affirms the Vendor shall comply with the representations, certifications, warranties, and affirmations herein. In the event Vendor submits an Offer with a false statement, or it is determined after Contract award that Vendor has violated any representations, certifications, warranties, and affirmations included in the RFO, Offer and/or Contract, Vendor shall be deemed in default of the Contract, and RRC may terminate or void the Contract for cause and pursue all remedies available to RRC under the Contract and applicable law.

66. Offeror's Statements and Covenants Required. Offerors must sign and return the Offeror's Statements and Covenants form (see RFO Attachment 1 Offeror's Statements and Covenants) which shall be part of Offeror's Response and shall be fully incorporated by reference and constitute part of the Contract if awarded to Offeror. Failure to include a signed Offeror's Statements and Covenants form shall result in a Response being deemed nonresponsive and ineligible for Contract award.

67. Prior Employment. Pursuant to TGC §572.069 Vendor warrants and certifies Vendor will not employ any former RRC officer or employee, who participated in the procurement or Contract negotiation of this RFO, before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn,

Vendor shall disclose any current or former employees or subcontractors who are current or former employees of the State of Texas and shall disclose their role or

position relative to the provision of services under a Contract, as well as their hire or contract date. Vendor shall also disclose any proposed personnel who are related by marriage or within the second degree of consanguinity to any current or former employees of the State. Failure to fully disclose the information required under this paragraph may result in disqualification of Vendor's Offer or termination of the contract.

- 68. Felony Criminal Convictions.** Vendor represents and warrants that Vendor and Vendor's employees have not been convicted of a felony criminal offense or that if such a conviction has occurred, Vendor has fully advised RRC as to the facts and circumstances surrounding the conviction.
- 69. Warranties.** Notwithstanding any disclaimers in Vendor's Offer and notwithstanding any other provision of the RFO or the Contract to the contrary, vendor warrants and guarantees that all services will meet all specifications of the contract.
- 70. Vendor Business Continuity Plan.** In accordance with 13 TAC §6394(a)(9), upon request of RRC, Vendor shall provide to the RRC the description of its business continuity and disaster recovery plan.
- 71. Prohibited Use of State Property.** Offeror is prohibited from using State Property for any purpose other than performing Site Remediation Services authorized under the Contract. State Property includes, but is not limited to, RRC's office space, identification badges, RRC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any RRC issued software, and the RRC Virtual Private Network (VPN client)), and any other resources of RRC.
- 72. Vendor's Identification of Key Personnel.** Upon request of RRC and prior to start of any work related to such request, Vendor shall provide to the requesting RRC Authorized Representative a list of Vendor's personnel, including subcontractors, who shall be assigned to a project management, and/or operations management role and/or such other assignments to critical activities ("Key Personnel Roles"). Vendor's list shall include, at a minimum, identification of Vendor's senior staff within the following types of roles: Project Manager, Site Manager, Operations Manager.

Upon receipt of written approval of Vendor's list under this article, Vendor shall not reassign, transfer, or delegate any Key Personnel Roles, responsibilities, tasks or duties under the Workorder without prior written approval of the RRC Authorized Representative.

Vendor solely shall be responsible for ensuring, throughout Contract Term, that Vendor's personnel, including subcontractors, that are assigned to a Key Personnel Role, shall meet all minimum qualifications, certifications, licenses, and experience required by the Solicitation and Contract Documents and federal, state, and local laws, rules, regulations, and ordinances.

In event Vendor receives written approval from RRC to replace any personnel assigned a Key Personnel Role, Vendor shall ensure replacement of the personnel shall be with a qualified individual with equal or better qualifications of the previously approved Vendor personnel and at no additional cost to RRC.

73. Enhanced Contract Monitoring. RRC has determined any contract resulting from this RFO may require enhanced monitoring for performance and compliance with the Contract terms and conditions. Vendor receiving a Contract award resulting from this RFO shall be subject to applicable performance evaluation standards.

74. Cyber Training. Vendor shall ensure that any Vendor employee or subcontractor employee who has access to a state computer system or database shall complete a cybersecurity training program certified under Section 2063.102 of the TGC. Such training is required to occur during the contract term and the renewal period. Vendor shall provide RRC with verification of the completion of the requisite training.

75. Security Controls. In accordance with Section 2054.138 of the TGC and the cybersecurity standards established by the TXCC under Chapter 2063, Vendor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to RRC as evidence of Vendor's compliance with the required controls.

76. Debt to State. Vendor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

Attachment 8

RRC Workorder Process

1. Introduction.

RRC may order applicational services as described within the RFO applicable to a Contract arising from RFO No. 455-26-1018 only by issuing Workorders as described below. Where the Work is referenced in the Procedures for Workorders, it is referencing applicational services of the RFO. Vendor should note: RRC guarantees no minimum number or minimum dollar amount of Workorders that may be issued.

2. Workorders.

**AT ANY TIME DURING THE CONTRACT, RRC MAY ISSUE A WORKORDER.
WORKORDERS MUST BE IN WRITING.**

Each Workorder shall include:

- The Contract Number and Name;
- The Workorder Number;
- Estimated start and end dates for the Work described in the Workorder;
- The name and contact information of the RRC Project Manager and any other RRC contacts; and
- A detailed description of the Work to be performed.
- A Workorder may include additional information or requirements at the discretion of RRC.

3. Workplans

Within 14 days after RRC issues a Workorder, Vendor must submit a written Workplan to the RRC Project Manager. RRC may specify a different deadline for Workplan submission. The Workplan is a proposal to be prepared at the Vendor's expense.

Each Workplan shall include:

- The Vendor's name;

- The Contract Number and Name;
- The Workorder number;
- The name and contact information of the Vendor's Project Manager;
- A description of the steps the Vendor will undertake to complete the Work;
- A timeline for completion of the Work, including dates for all milestones and deliverables;
- Key personnel that will be assigned to the Workorder;
- An itemized budget that conforms to the Contract price list;
- Any additional information requested in the Workorder; and
- Vendor's signature, with printed name and title.
- Vendor must comply with requirements of any applicable HUB Subcontracting Plan. All Workplans must include confirmation statement that all subcontractors to be used on a Workplan are listed on the Vendor's HSP. Vendor shall amend an applicable HSP in accordance with HSP requirements.

4. Workplan Review

RRC may review the Workplan and either approve it or request changes. If RRC requests changes, Vendor shall re-submit the Workplan to the RRC Project Manager within fourteen days. RRC may specify a different deadline for Workplan re-submission.

Vendor agrees to continue and to complete work assigned under a Workorder within the original estimate or budget provided in the Vendor's Workplan unless the RRC agrees to an adjustment. The RRC budgets for and encumbers funds only up to the not-to-exceed dollar amount contained in each Workorder and, therefore, materially relies on the Vendor's diligence in the preparation of estimates submitted for approval in the Workplans. The essence of the reliance is that partially completed work products, which could be a consequence of inadequately prepared estimates, may be of little or no use to the RRC. The Vendor acknowledges and agrees that the RRC may materially rely on these Vendor-prepared estimates.

Attachment 9

RRC Change Management Process

1. Purpose

The purpose of this change management process is to implement controls on how project changes will be requested, prioritized, approved and implemented. A change is defined as a request for:

- Modifications to approved project scope;
- Modifications to approved project budget;
- Modifications to functionality in the approved software requirement specification;
- Modifications to design features in the approved software design document;
- Modifications to major milestones dates as defined in the Workplan; and
- Other items as deemed appropriate by the Chief Information Officer.

The project sponsors will review; approve or disapprove; and prioritize all change requests. The Project Manager will have authority to approve schedule changes where major milestone dates are not impacted.

2. Procedure

- A.** The person requesting the change will complete the Change Request Form located at Attachment 10.
- B.** The form is to be emailed to the Project Manager.
- C.** The Project Manager will log the request in the Change Management Tracking Log.
- D.** The Business Analyst and Technical Lead will assess the impact (impact to the project schedule, cost, resources and risks), and communicate the results to the Project Manager.
- E.** The Project Manager will update the Change Request Form with the impact results and include the Change Request as an agenda item for the next sponsors meeting, providing a copy of Change Request Form and the latest version of the Change Management Tracking Log.

- F.** The project sponsors will evaluate the Change Request and determine a disposition.
- G.** If the change is approved, the project sponsors will provide priority of the change in relation with the original scope of the project.
- H.** The Project Manager and Contract Manager will issue a Notice to Proceed for the Change Order
- I.** The Project Manager will update the disposition of the requested change in the Change Management Tracking Log.

3. Notes

- A.** If the sponsors' approved Change Request has an impact greater than ITS discretionary threshold of hours for software development efforts, the impacts of the Change Request will be presented to the ITSC by the division requesting the change. ITSC may determine a different disposition or the priority in which the change request will be completed against other RRC approved Fiscal Year work.
- B.** Disagreements in the Change Requests disposition may be escalated to the ITSC at the discretion of the Sponsors.
- C.** For Emergency Requests, the Project Manager can schedule a short notice sponsors meeting or request an email vote.
 - Emergency Requests will be considered items that, if not processed and implemented immediately, will greatly impact the project or program schedule, budget, resources and or quality of the product. The RRC Chief Information Officer will determine what constitutes an emergency.

Table 17 Document Change History]

Date	Change made by	Description of Change
6/8/2017	Edgar Chavez	Initial Draft of Change Management Process
6/30/2020	J. Reese Miller	Revising Draft to meet accessibility requirements. Also added step 8 in the procedure. Step 8 states that RRC PM and CM will issue an NTP to the vendor to start work on the Change Request.
1/20/2026	J. Reese Miller	Revising document to match RRC Solicitation Template Documents

Attachment 10

RRC Change Request Form

RRC Change Request Form		
v2.0 10-20-2021		
Originator		
Originator's Name and Organization:	Date Submitted:	Perceived Priority:
Project Name:		☐ Critical ☐ Important ☐ Desirable
Description of Request:		
Reason for Change (Benefits):		
Implications of Not Making This Change:		
Related Change Requests, if any:		
Attachments/References:		
RRC Assessment Results:		
RRC Project Manager		
Name:	Date Rec'd:	
Accepted for Investigation? (Y/N): _____	Change Request ID:01	
Comments:		
Investigation Assigned To:	Start Date:	Due Date:

Disposition		
Change Board Decision: (Approve / Defer / Reject)	Date of Decision:	
Comments:	Effective Date:	
Approvals		
Project Manager:	Date:	
Business Area SME	Date:	
Business Area SME	Date:	
Chief Data Officer	Date:	
ITS Service Delivery Directory Director	Date:	
Chief Information Officer	Date:	
Contract Manager (if required):	Date:	