



Railroad Commission of Texas

REQUEST FOR OFFER

NO. 455-20-1001

INFORMATION TECHNOLOGY SERVICES Data Warehouse/Business Intelligence (DW/BI)

Sole Point of Contact:

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Solicitation Issued

July 21, 2020

Proposals Due *NO LATER THAN*

2:00PM (CT) September 1, 2020

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PART 1: INTRODUCTION

1.1. INTRODUCTION

In accordance with applicable provisions of Texas Government Code Chapters 2054, 2155, 2156, 2157 and 2261, the Railroad Commission of Texas (RRC) issues this RFO to qualified entities to submit an offer to provide to RRC information technology services as described herein and in accordance with all terms, conditions, and specifications contained within the Solicitation and Contract Documents. Offers must be received by the Railroad Commission of Texas, Contract Management Section, 1701 N. Congress Avenue, Austin, TX 78701 no later than 2:00PM (CT), Tuesday, September 1, 2020 for RFO No. 455-20-1001, Information Technology Services: Business Intelligence. ******NOTE**** DUE TO COVID-19 (CORONAVIRUS) RRC IS NOT ACCEPTING HAND DELIVERY RESPONSES. ALL OFFERS MUST BE DELIVERED TO RRC COMMERCIALY SUCH AS: FED-EX, USPS, DHL, UPS, ETC.**

1.2. PROJECT BACKGROUND & OBJECTIVES

RRC seeks to procure software and services for the development of a highly accessible, intuitive, single point of access to the data contained in RRC's information systems, to include a data repository and analytics solution. The selected Vendor must develop, integrate, implement and test, the selected Vendor solution. The selected Vendor is also responsible for providing training and knowledge transfer, hosting, and ongoing support and maintenance services for the solution provided.

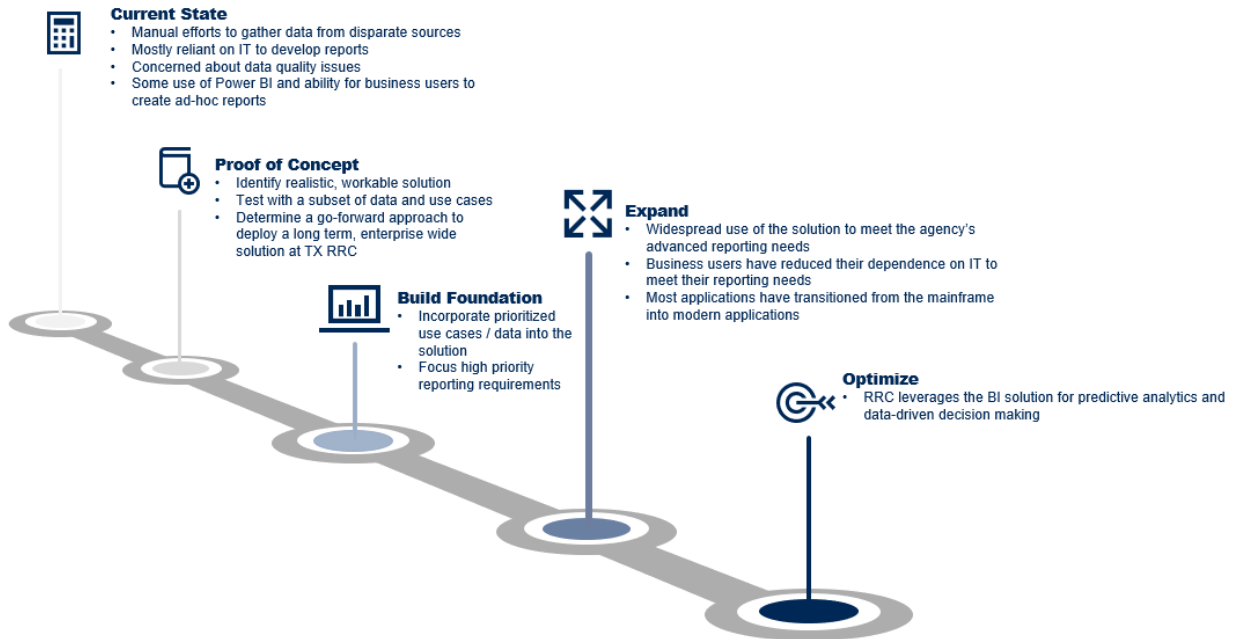
The Data Warehouse/Business Intelligence (DW/BI) project will support RRC's effort to quickly and efficiently transition from cumbersome and time consuming, manually performed processes and existing outdated IT systems and processes into modernized business operations and related information technology that provides a flexible, and scalable, web-based environment.

The objectives of the selected Vendor for this project shall be to:

- Plan, design, and build a logical data warehouse to support relational and non-relational data from disparate sources (e.g., mainframe, RDBMS) which may include but is not limited to:
 - Data transfer mechanisms (e.g., ETL, ELT, Replication etc.) to migrate data from source systems to logical data warehouse.
 - A consumption layer between data users and data sources to help enable traditional reporting, intelligent dashboards, and enable self-service reporting.
- Enable RRC personnel to generate "self-service" reports and perform analytics utilizing clean, historical, and near real time or possibly real time data.
- Improve data transparency and reporting for the RRC, regulated industries, and the public.
- Provide easy access to commonly requested information to eliminate redundant and/or manual data access and retrieval processes.

RRC intends to implement this solution over time, incrementally expanding business intelligence (BI) capabilities throughout the organization (see *Figure 1. Roadmap for Future State of BI Solution scalability* on page 6).

Figure 1: Roadmap for Future State of BI Solution scalability



1.3. AGENCY 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 agency'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."

1.3.1. GUIDING PRINCIPLES

The Railroad Commission recognizes that ensuring the efficiency and effectiveness of its programs is more than allocating and expending resources responsibly. The Commission 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.

1.3.2. AGENCY 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 Commission's role.

1.4. CURRENT STATE CHALLENGES

RRC has seen an increase in demand for agency services to be delivered through IT assets. In particular, RRC possesses valuable data that is desired by the public, industry, and other government entities. Current state challenges regarding data access and dissemination include, but are not limited to, the following:

- An increase in demand for access to data. The agency fields requests from many different customer types, which can include industry, the press, legislators, and the public. These requests are often time sensitive.
- RRC data currently exists in disparate environments which makes it increasingly challenging to respond to requests in a timely manner due to the multiple steps, manual processing, and analysis necessary.
- Gaps exist in both data collection and the ability to export data through ad-hoc queries.
- Limitations in performing key calculations have been identified due to manual processes that could be automated.
- Manual and paper processes can lead to delays in data entry that impact access to real-time data.
- Responding to Requests for Information requires a high level of effort and resources due to the complexities of the queries and/or activities required to export unique data sets from existing RRC mainframe systems.
- Data housed in the mainframe, or other current state systems, may have data quality issues or system limitations that could impact ability to export data or provide it online for self-service, which will need to be considered during future technology initiatives.
- The agency must balance a demand for transparency and open access to data with its responsibility to ensure data security/privacy, both today and going forward as self-service and reporting capabilities are expanded upon.

1.5. STAKEHOLDERS

The DW/BI solution shall be leveraged by all divisions within the agency as their applications are modernized and data is migrated to the solution's data repository.

As of 2020, RRC employs approximately 800 employees. The agency is comprised of multiple divisions, each charged with specific responsibilities related to executing the agency’s mission, described in *Table 1. RRC Business Divisions and Responsibilities* below:

Table 1: RRC Business Divisions and Responsibilities

| RRC Business Division | Overview of Responsibilities |
|---------------------------------|---|
| Administrative | <p>The Administration Division supports the RRC of Texas in its mission through a variety of functions, including: human resources, risk management, information services and records management, contract management and purchasing, facilities management, and support services. The division 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 agency’s mission.</p> |
| Financial Services | <p>The Financial Services Division provides financial services and support to the divisions of the RRC of Texas. The division’s policies, procedures, computing systems and structures are designed to ensure and maintain the fiscal integrity of the agency.</p> |
| Information Technology Services | <p>The Information Technology Services (ITS) Division is responsible for providing automated information management services for the Commission 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.</p> <p>The ITS Division is responsible for ensuring the information resources essential to operate the agency activities including hardware, software and applications, are available and performing at optimal levels. System availability is a critical factor for enabling the agency 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.</p> |
| External Affairs | <p>The External Affairs Division coordinates the government relations, communications, and outreach and ombudsman functions for the RRC. The division identifies and monitors important legislative issues affecting the RRC and the industries that fall under the jurisdiction of the RRC.</p> <p>The External Affairs Division serves as the primary contact with the media and coordinates the agency’s newsletters, social media and websites. In addition, the division coordinates outreach to Texas citizens, industry, domestic and foreign government officials and delegations, through speaking engagements, special event planning and training opportunities.</p> <p>The External Affairs Division also serves as the agency ombudsman and responds to inquiries from the public, state officials, other governmental agencies and industry representatives.</p> |

| RRC Business Division | Overview of Responsibilities |
|---------------------------|--|
| Office of General Counsel | <p>The Office of General Counsel provides legal advice to the Commissioners, Executive Office, and Divisions. The Office of General Counsel includes the Legal Enforcement Section and the General Law Section.</p> <p>The Legal Enforcement Section consists of attorneys and paralegals who are responsible for prosecuting individuals and companies charged with violating Commission rules and regulations. This section administers and collects administrative penalties from operators for rule violations. The Legal Enforcement Section also works with industry and law enforcement to assist in investigation and prosecution of environmental and related violations.</p> <p>The General Law Section advises the Commission on compliance with state and federal laws regarding contracts, open records, records retention, personnel matters, ethics, and handles environmental legal issues related to the Commission's surface mining and oil and gas programs. The section reviews all rulemaking documents, open meetings agendas, and other documents filed for publication in the Texas Register. This section also works with the Office of the Attorney General on all lawsuits to which the RRC is a party.</p> |
| Hearings | <p>The Hearings Division is responsible for scheduling, conducting, and preparing recommendations on hearings concerning oil and gas, gas utilities, pipeline safety, alternative fuels safety, and surface mining matters within the Commission's jurisdiction. The Commission's hearings are presided over by eight administrative law judges and seven technical examiners.</p> |
| Oil & Gas | <p>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 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.</p> |
| Oversight & Safety | <p>Oversight & Safety is comprised of 3 departments - Alternative Fuels Safety, Gas Services and Pipeline Safety.</p> <p>The Alternative Fuels Safety Department operates programs related to enforcing the State statutes and Commission regulations related to alternative fuels (LPG/CNG/LNG). These programs conduct 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. Public education, outreach, and incentive programs are operated in partnership with fuel and equipment suppliers, manufacturers, distributors, and fleet operators.</p> |

| RRC Business Division | Overview of Responsibilities |
|------------------------------|---|
| | <p>The Gas services Department works to make sure a continuous, safe supply of natural gas is available to Texas consumers at the lowest, reasonable price. To change rates for customers within a city's limits, a gas utility must first apply to the city government. When a city and a utility can't agree on a proposed gas rate change, either may appeal to the Commission, which will then set the rates. People living in unincorporated areas of the state are protected directly by the Commission, which has exclusive jurisdiction over gas rates and services in these areas. The Commission also has original jurisdiction over "city gate" rates - the rates for natural gas charged by a supplier to a city distribution system. The division also focuses on regulatory policy and analysis, finding and eliminating natural gas transportation problems, and oversight of intrastate gathering and storage services.</p> <p>The Pipeline Safety Department works to enforce compliance with federal and state laws and regulations by pipeline operators. These regulatory responsibilities extend to more than 1,400 operators of intrastate gathering, transmission, distribution, and master-metered systems. The department is responsible for the enforcement of the damage prevention regulations involving the movement of earth (excavation) surrounding pipeline facilities. The Pipeline Safety department is tasked with overseeing pipeline activities to ensure compliance with state and federal safety regulations and promote public safety and awareness.</p> |
| Surface Mining & Reclamation | <p>The Surface Mining and Reclamation Division (SMRD) is responsible for regulation of surface mining for coal and uranium exploration. Companies mining coal/lignite in Texas must have a Commission permit and post a bond for each site they operate. SMRD reviews the permit, and subsequent permit revisions, to ensure that the permit meets the Federal Regulations. SMRD also reviews regulatory changes and communicates the impacts of the changes on existing permits. Division personnel also make, at a minimum, monthly visits to mine sites, checking for compliance with coal mining regulations.</p> <p>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 ensures the safety of the public and protects the environment by eliminating these hazardous abandoned mines throughout the state. SMRD works closely with industry to help develop solutions to reclamation issues as they arise.</p> |

1.6. OVERVIEW

1.6.1. SCHEDULE OF EVENTS

Table 2. *Schedule of Events* provides dates applicable to this RFO. At the sole discretion of RRC, the Schedule of Events may be revised through written addenda posted to the [Texas Comptroller's ESBD website](#) no later than the Offer due date and time. Award Date is estimated only; at sole discretion of RRC, award may occur at any time after due date of Offer and completion of evaluation of Offers received.

Table 2. Schedule of Events

| Event | Date |
|--|---------------------------|
| Issuance of RFO | Tuesday, July 21, 2020 |
| Submission of HSP for RRC Courtesy Review | Tuesday, July 28, 2020 |
| Deadline for Submission of Written Inquiries (no later than 3:00PM CT) | Monday, August 10, 2020 |
| Deadline for Submission of HSP for Courtesy Review | Tuesday, August 11, 2020 |
| Response to Written Inquiries, if any (Addenda posted to ESBD) | Monday, August 17, 2020 |
| Offer Due Date (no later than 2:00PM CT) | Tuesday September 1, 2020 |
| Award Date (estimated only) | Monday, November 16, 2020 |

1.6.2. SOLE POINT OF CONTACT

For information related to this RFO, the project, and administration of any resulting contract, contact Jesse Herrera, Contract Manager (Phone: 512-463-6736; email: Jesse.Herrera@rrc.texas.gov).

1.6.2.1. PROHIBITED COMMUNICATIONS; SOLE 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 this RFO with any potential Offeror or their representatives(s), except for the written inquiries submitted in accordance with the instructions within this RFO. 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 OFFEROR AND OFFEROR'S OFFER.*

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

The sole point of contact for this RFO No. 455-20-1001 is Jesse Herrera, Contract Manager, whose contact information is:

Table 3. Sole Point of Contact Information

| Mailing Address | Delivery Address | Phone and Email |
|--|--|---|
| Railroad Commission of Texas Contract Management Section Jesse Herrera Contract Manager PO Box 12967 Austin, Texas 78711-2967 | Railroad Commission of Texas Contract Management Section Jesse Herrera Contract Manager 1701 N. Congress Avenue Austin, Texas 78701 | OFFERORS MAY NOT USE THIS EMAIL TO SUBMIT AND OFFER OR RESPONSE TO THIS RFO! jesse.herrera@rrc.texas.gov 512-463-6736 |

1.6.3. OFFER EVALUATION AND CONTRACT AWARD

1.6.3.1. MINIMUM QUALIFICATIONS

To be eligible for consideration, Offeror must meet all minimum qualification requirements as outlined in the Solicitation and Contract Documents, including requirements stated within any part of this RFO and the Statement of Work. An Offer must clearly demonstrate Offeror meets the following minimum qualifications:

- Five (5) years of experience with development, integration, implementation, and/or integration of one or more of Data Warehouse / Business Intelligence solutions, using cloud based platforms with at least one (1) state agency in the U.S. similar in size to RRC and with IT systems and data similar in complexity to RRC’s, as solely determined by RRC;
- Completion of at least three (3) projects, delivered by Offeror within the past five (5) years, that include delivery of information technology services to at least one (1) state agency, with an emphasis on providing a Data Warehouse / Business Intelligence solution for reporting on regulatory data.

1.6.3.2. REVIEW PHASES

Offers shall undergo a minimum of two (2) review phases prior to Contract award, if any.

- The first review will be an administrative review of Offers to determine responsiveness based upon the Offer satisfactorily meeting all submission requirements stipulated in this RFO.
- The second review will be an evaluation of Offers deemed responsive by RRC. The second review shall be an evaluation conducted by an appointed evaluation committee with members using the scoring system set forth within this RFO.

During the second review, RRC solely shall determine whether negotiations or Best and Final Offers (BAFO) are appropriate and/or necessary. RRC may, but not must, invite selected Offerors to deliver oral presentations of Offers and demonstrations of products/solutions included within the Offer. Following completion of both review phases, RRC reserves the right to: (1) conduct studies and other investigations as necessary to evaluate any Offer; (2) reject any or all Offers; and (3) to waive any or all informalities in connection therewith. Submission of Offers confers no legal rights upon any Offeror.

1.6.3.3. EVALUATION CRITERIA

In evaluation of responsive Offers, RRC shall consider the best value standard for purchases of automated information goods or services as set forth in Texas Government Code §2157.003. Factors considered in determining best value shall include: (1) pricing; (2) compliance with advertised specifications, terms, and conditions, and offer requirements; and (3) the qualifications of the Offeror and its personnel.

The responsive offers will be evaluated and scored according to the evaluation criteria listed in *Table 4. 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 4. Evaluation Criteria

| Criteria | Maximum Possible Score |
|------------|------------------------|
| Price/Cost | 25 pts. |

| | |
|-------------------------------|----------|
| Offeror's Approach to RFO | 50 pts. |
| Offeror's Qualifications | 25 pts. |
| Total Base Points | 100 pts. |
| Oral Presentations (Optional) | 15 pts. |
| Grand Total Maximum Score | 115 pts. |

- **Evaluation and scoring of Offeror's Price/Cost**

Offer with the lowest price shall receive 100% of 25 maximum points possible for Price/Cost. All other Offers shall be awarded Price/Cost points based on the following formula:

$$(\text{Lowest price Offer} / \text{Offeror's price}) \times \text{available points} = \text{Offer Price/Cost score}$$

Example: Offer with lowest price (Offeror A) offers price of \$65,000, and Offeror B offers price of \$100,000, and the total points available = 25, Price/Cost points are allocated as follows:

Offer A (lowest price Offer) receives 25 points;

$$\text{Offer B} = (\$65,000/\$100,000) \times 25 = 16.25 \text{ points.}$$

- **Evaluation and scoring of Offeror's Approach to RFO** shall include, but not be limited to, examination of Offeror's solution capabilities, examination of Offeror's approach including but not limited to demonstration of understanding of RFO requirements; and shall include, but not be limited to, examination of Offeror's approach to the project in accordance with requirements of Part 2: Scope of Work (see section 2.1 Project Scope) and the specifications therein.
- **Evaluation and scoring of Offeror's Qualifications** shall include, but not be limited to, examination of qualifications of Offeror's: key personnel, comparable experience and success (as judged by RRC), subcontractor's comparable experience for roles assigned (as judged by RRC), and Vendor Performance Tracking System score, if any.

1.6.3.4. EVALUATION BY RRC EVALUATION COMMITTEE

Each member of RRC's evaluation committee shall conduct an independent review of each responsive Offer submitted and shall score each responsive Offer in accordance with the Evaluation Criteria provided in *Table 4. Evaluation Criteria* of this RFO.

The RRC evaluation committee may request clarification of information or representations made in any Offer before completing evaluation and scoring. All requests for clarification and responses to requests for clarification shall be made in writing and shall become part of the evaluation record. All requests for clarification will come from the RRC Sole Point of Contact listed in *Table 3. Sole Point of Contact Information*.

RRC's Contract Management Section shall compile scores put forth from the evaluation committee members and determine the final average score for each Offeror. At conclusion of scoring, RRC shall determine, in its sole discretion, whether to request oral presentations. Oral presentations, if held, shall also be scored. Only those Offerors that are determined by RRC to be qualified to perform all required work may be invited for oral presentations which may include demonstration aspects of Offerors solution. RRC reserves the right to continue to evaluate Responses until achievement of best value to the State as defined by and in accordance with Texas Government Code §2155.074 and §2155.075.

1.6.3.5. PAST PERFORMANCE

An Offeror's past performance will be measured in compliance with applicable provisions of Texas Government Code Chapters 2155 and 2156. Offerors may fail this selection criterion should one or more of the following conditions apply to Offeror:

- A score of less than C or Legacy Unsatisfactory in the Texas Comptroller's Vendor Performance Tracking System at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>
- Currently under a Corrective Action Plan through RRC;
- Having repeated negative Vendor Performance Reports for the same reason;
- Having a record of repeated non-responsiveness to Vendor Performance issues; and/or
- Having one or more purchase orders that have been cancelled for non-performance in the previous 12 months for non-performance.

To evaluate Offeror's past performance, RRC may also contact other entities including any federal, state, or local government agency. RRC may conduct research and investigation as deemed necessary to fully evaluate Offeror's past performance and may consider notices of termination, cure notices, assessment of liquidated damages, litigation, audit reports, contract non-renewals, and other performance related facts, reports, actions, or information. Any such investigations shall be at the sole discretion of RRC and any negative findings, as determined by RRC, may result in non-award to the Offeror.

1.6.3.6. OFFEROR ORAL PRESENTATIONS AND DEMONSTRATIONS

After initial scoring of responsive Offers, RRC may, but not must, determine it is necessary to interview short-listed Offerors prior to making a final recommendation of award. Short-listed Offerors shall be deemed those falling within a competitive range, as determined by RRC. The competitive range refers to response(s) determined to be reasonably considered for award selection and is an objective means of narrowing the field of Offerors that will participate in subsequent evaluation activities such as oral presentations.

Offeror oral presentations shall be at sole discretion of RRC. Oral presentations, if any, shall provide Offerors who make the short list, an opportunity to: (1) highlight the entity's strengths and unique aspects of Offeror's approach contained within the Offer; and (2) address any questions as compiled by the agency sole point of contact. Offeror oral presentations are not guaranteed and may, but not must, include demonstration of product or solutions proposed as part of the Offer.

Oral presentations, if any, will be held at RRC headquarters in Austin, Texas, or virtually due to COVID-19 or other related public health or safety issues. All expenses associated with responding to and/or attending an oral presentation shall be borne exclusively by the Offeror accepting and/or attending the oral presentation.

1.6.3.7. BEST AND FINAL OFFER (“BAFO”)

At sole discretion of RRC, after completion of initial evaluation, scoring, and oral presentations (if any), RRC may award a Contract or may request BAFOs from one or more Offerors whose scores are sufficient to qualify the Offeror(s) for further consideration and negotiation as determined exclusively by the RRC evaluation committee. In event RRC issues a request for BAFO, Offerors may be permitted to modify an original Offer, and RRC Contract Management will evaluate the BAFOs received.

1.6.3.8. OFFEROR TO PROVIDE BEST PRICE IN OFFER

RRC makes no guarantee of any opportunity to negotiate or provide alternative pricing at any point during the Offer evaluation and contract award process. RRC may restrict the competitive range of Offers to those that represent the greatest number of Offers to effect efficient competition among Offerors and in accordance with the specifications and requirements of this RFO. RRC may seek additional information and solicit BAFOs only from those Offerors whose Offer has been determined to exist within the competitive range.

1.6.3.9. CONTRACT NEGOTIATIONS

RRC reserves the option to negotiate with one or more Offerors whose Offers are deemed responsive. Negotiation elements may include, but shall not be limited to pricing, services, terms and conditions. RRC reserves the right to continue negotiations until the best value for RRC and the State has been determined as achieved.

1.6.3.10. RRC CONTACTS FOLLOWING AWARD

RRC contacts for day-to-day administration of the contract will be determined following contract award. These individuals may appoint one or more delegates to assist in the day-to-day administration of the contract and may notify the Offeror in writing of those delegates.

1.6.3.11. RESERVATION OF RIGHTS

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

- RRC reserves the right to reject an Offer that does not fully comply with the instructions and criteria outlined in this RFO.
- RRC reserves the right to reject any or all Offers and call for new Offers if deemed by RRC to be in the best interest of the State of Texas and the RRC.
- RRC reserves the right to vary any or all provisions set forth in the RFO, at any time prior to execution of a Contract, if RRC deems variance of provision(s) to be in the best interest of the State of Texas and the RRC.
- RRC reserves the right to select none, one, or more than one Offer for Contract Award when RRC determines that such action would be in the best interest of the State of Texas and the RRC.

1.7. PROJECT SCOPE

As a result of this RFO, RRC expects to receive and evaluate Offers and subsequently enter into negotiations that may culminate in a deliverables-based, multiphase contract between RRC and a single, successful Offeror (individually “Party”; collectively, “Parties”.) Additional instructions and required information regarding an Offer that includes a Prime Contractor and Sub-Contractors are provided later in this RFO.

RRC seeks software and services via a deliverables-based, multiphase contract for the Offeror’s creation of a highly accessible, intuitive, single point of access to the data contained in RRC’s information systems, and development of work plans and execution of the work necessary and appropriate to develop, integrate, test, and implement the Offeror’s solution. The Offeror is also responsible for providing training and knowledge transfer, hosting, and ongoing support and maintenance services.

This project is part of a major initiative to move RRC’s data processing from an IBM Mainframe and other non-mainframe systems to a cloud platform. As a result, the solution will be developed iteratively over time as applications and data sets are prioritized by RRC for inclusion.

Software will include a Business Intelligence solution, inclusive of a data repository and analytics capabilities. The solution will load data from existing operational sources and store data in industry standard online analytical processing (OLAP) format as recommended by Offeror. The solution must be cloud ready and integrable with data lakes (see glossary for definitions). The solution shall provide analytics capabilities that vary from basic reporting to advanced analytical reporting such as predictive analytics (although advanced reporting shall not be implemented in early phases of this project until basic reporting needs of the agency are met). The following sections provide additional information regarding the services and solution included in scope for this RFO.

1.7.1. IMPLEMENTATION SERVICES

RRC intends to contract for work related to this RFO incrementally. For example, the initial phase of work will focus on the initial analysis, high-level solution design, development of a Proof of Concept, and formulation of a phased implementation plan. Subsequent phases will be focused on the actual development and deployment of the solution through individually scoped Work Orders.

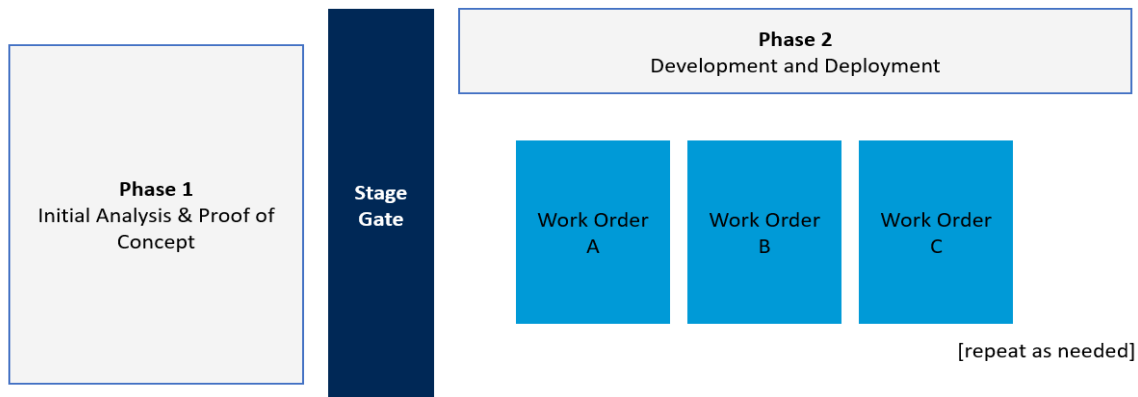
1.7.2. PHASED DEPLOYMENT OVERVIEW

Given RRC’s complex environment, ongoing mainframe modernization efforts, and current state challenges, it is important for the successful Offeror to understand RRC’s technical environment and business objectives in-depth prior to proposing a full-scale implementation plan and technical solution. Therefore, RRC requires a go/no-go stage gate between the two major phases:

- Phase 1 – Initial Analysis and Proof of Concept
- Phase 2 – Development & Deployment

RRC provides no guarantee of the Offeror advancing from Phase 1 into any subsequent phase. Advancement to subsequent phase is at discretion of RRC following consideration of the Phase 1 Offeror Implementation Proposal and the results of Phase 1.

Figure 2. Phase Implementation Approach Overview



1.7.3. PHASE 1 – INITIAL ANALYSIS AND PROOF OF CONCEPT

RRC has determined the most effective communications for work to be performed under the Contract for deliverables within Phase 1, and phases subsequent to Phase 1, is through a formal Work Order Process. Vendor is required to comply with RRC’s Work Order Process designated for this RFO and any Contract awarded as defined in *Attachment 13 RRC Work Order Process*.

Project objectives of Phase 1 include the following:

- Allow the Vendor an opportunity to understand RRC’s environment and challenges in detail prior to developing a full implementation plan.
- Vendor shall engage with RRC technical and business stakeholders to generate understanding and trust in the product and implementation team.
- Vendor shall conduct, demonstrate, and validate the Proof of Concept (POC), meeting defined POC success criteria and highlighting the business value of the solution, as well as its technical fit for RRC.
- Provide the following deliverables to RRC which are further defined in Section 2.1.3.1. below:
 - A project work plan, schedule, and project kick off presentation.
 - A comprehensive analysis report that encompasses the data structures and reporting needs of RRC (“Vendor Analysis Report”).
 - A high-level comprehensive design document (“Vendor Design Document”) describing the Vendor’s proposed solution.
 - A proof of concept (“Vendor Proof of Concept”) of a representative sample of data selected by RRC-using the Vendor’s proposed solution.
 - A proposal for implementation (“Vendor Implementation Proposal”), for one or more RRC subject areas into the Vendor’s proposed solution. This proposal shall ensure that upon implementation by the Vendor, the implemented solution meets or exceeds the reporting needs for the subject areas as determined through the Vendor’s prior analysis of data structures and reporting needs; and
 - A Hosting Proposal for a cloud-based solution to be offered as a SaaS or hosted solution within the Texas Data Center Services.
- Develop the appropriate next steps collaboratively with RRC.

PART 2: SCOPE OF WORK

2.1. PROJECT SCOPE

As a result of this RFO, RRC expects to receive and evaluate Offers and subsequently enter into negotiations that may culminate in a deliverables-based, multiphase contract between RRC and a single, successful Offeror (individually “Party”; collectively, “Parties”.) Additional instructions and required information regarding an Offer that includes a Prime Contractor and Sub-Contractors are provided later in this RFO.

RRC seeks software and services via a deliverables-based, multiphase contract for the Offeror’s creation of a highly accessible, intuitive, single point of access to the data contained in RRC’s information systems, and development of work plans and execution of the work necessary and appropriate to develop, integrate, test, and implement the Offeror’s solution. The Offeror is also responsible for providing training and knowledge transfer, hosting, and ongoing support and maintenance services.

This project is part of a major initiative to move RRC’s data processing from an IBM Mainframe and other non-mainframe systems to a cloud platform. As a result, the solution will be developed iteratively over time as applications and data sets are prioritized by RRC for inclusion.

Software will include a Business Intelligence solution, inclusive of a data repository and analytics capabilities. The solution will load data from existing operational sources and store data in industry standard online analytical processing (OLAP) format as recommended by Offeror. The solution must be cloud ready and integrable with data lakes (see glossary for definitions). The solution shall provide analytics capabilities that vary from basic reporting to advanced analytical reporting such as predictive analytics (although advanced reporting shall not be implemented in early phases of this project until basic reporting needs of the agency are met). The following sections provide additional information regarding the services and solution included in scope for this RFO.

2.1.1. IMPLEMENTATION SERVICES

RRC intends to contract for work related to this RFO incrementally. For example, the initial phase of work will focus on the initial analysis, high-level solution design, development of a Proof of Concept, and formulation of a phased implementation plan. Subsequent phases will be focused on the actual development and deployment of the solution through individually scoped Work Orders.

2.1.2. PHASED DEPLOYMENT OVERVIEW

Given RRC’s complex environment, ongoing mainframe modernization efforts, and current state challenges, it is important for the successful Offeror to understand RRC’s technical environment and business objectives in-depth prior to proposing a full-scale implementation plan and technical solution. Therefore, RRC requires a go/no-go stage gate between the two major phases:

- Phase 1 – Initial Analysis and Proof of Concept
- Phase 2 – Development & Deployment

RRC provides no guarantee of the Offeror advancing from Phase 1 into any subsequent phase. Advancement to subsequent phase is at discretion of RRC following consideration of the Phase 1 Offeror Implementation Proposal and the results of Phase 1.

2.1.3. PHASE 1 – INITIAL ANALYSIS AND PROOF OF CONCEPT

RRC has determined the most effective communications for work to be performed under the Contract for deliverables within Phase 1, and phases subsequent to Phase 1, is through a formal Work Order Process. Vendor must be required to comply with RRC’s Work Order Process designated for this RFO and any Contract awarded as defined in *Attachment 13 RRC Work Order Process*.

Project objectives of Phase 1 include the following:

- Allow the Vendor an opportunity to understand RRC’s environment and challenges in detail prior to developing a full implementation plan.
- Vendor shall engage with RRC technical and business stakeholders to generate understanding and trust in the product and implementation team.
- Vendor shall conduct, demonstrate, and validate the Proof of Concept (POC), meeting defined POC success criteria and highlighting the business value of the solution, as well as its technical fit for RRC.
- Provide the following deliverables to RRC which are further defined in Section 2.1.3.1. below:
 - A project work plan, schedule, and project kick off presentation.
 - A comprehensive analysis report that encompasses the data structures and reporting needs of RRC (“Vendor Analysis Report”).
 - A high-level comprehensive design document (“Vendor Design Document”) describing the Vendor’s proposed solution.
 - A proof of concept (“Vendor Proof of Concept”) of a representative sample of data selected by RRC-using the Vendor’s proposed solution.
 - A proposal for implementation (“Vendor Implementation Proposal”), for one or more RRC subject areas into the Vendor’s proposed solution. This proposal shall ensure that upon implementation by the Vendor, the implemented solution meets or exceeds the reporting needs for the subject areas as determined through the Vendor’s prior analysis of data structures and reporting needs; and
 - A Hosting Proposal for a cloud-based solution to be offered as a SaaS or hosted solution within the Texas Data Center Services.
- Develop the appropriate next steps collaboratively with RRC.

2.1.3.1. DELIVERABLES

2.1.3.1.1. MILESTONE 1 ITEMS-PROJECT INITIATION

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.3.1.1.1. Project Initiation Required Activities

- Vendor shall conduct a Pre-Planning meeting between RRC and Vendor project managers to discuss project, objectives, and logistics for upcoming activities.

- Vendor shall provide a detailed schedule (in Microsoft Project) reflecting project timelines for Vendor's processes, milestones, reporting, and deliverables.
- Vendor shall develop kickoff presentation and preview with RRC project manager.
- Vendor shall provide hold a kick-off meeting with RRC to provide a high-level overview of Vendor's work under the Contract as well as opportunity for introductions of Vendor and RRC's teams.
- Vendor shall gather any relevant background material from RRC to help inform data collection and analysis activities.
- Vendor shall develop Weekly Status Reports and conduct ongoing weekly status meetings with RRC.
- Vendor shall provide weekly updates of the Project Schedule as part of status reporting.

2.1.3.1.1.2. Project Initiation Deliverables

- Project Kickoff Presentation
 - Vendor shall provide a presentation to familiarize team members and stakeholders with the project. It must be provided in Microsoft PowerPoint format. The presentation should include at a minimum the following topics:
 - Project Overview
 - Project Schedule (high level)
 - Objectives and Definitions
 - Implementation Process
 - Artifacts
 - Roles and Responsibilities
 - Introduction to Offeror Staff
 - Keys to Success
 - Next Steps and Upcoming Activities
- Project Schedule and Work Plan
 - Vendor shall create and maintain a work plan and schedule, including Gantt chart(s) and a project calendar in Microsoft Project or similar tool approved by RRC that is developed and maintained in accordance with industry best practices. The schedule will reflect any changes from the baseline plan originally agreed to during the project initiation and be updated/published on a weekly basis. The project schedule will include the following components (at a minimum):
 - A consolidated view of the activities, activity descriptions, and activity durations assigned to stakeholders and Vendor.
 - Resources (RRC, Other Stakeholders, Vendor, and third-party Vendors if appropriate) assigned to each activity and their required level of effort.
 - A list of all required project deliverables tied to the appropriate project milestones.
 - Identification of all key Project Milestones.
 - A critical path analysis and reporting process.

2.1.3.1.2. MILESTONE 2 ITEMS-VENDOR'S ANALYSIS REPORTS

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.3.1.2.1. Vendor's Analysis Reports Required Activities

- Vendor shall review related background documentation including but not limited to:
 - Reports Listing
 - Mainframe Reports Listing
 - Agency Performance Measures Listing
 - Architecture Diagrams
 - Interface Diagrams
 - RRC Strategic Plan
- Vendor shall Meet with designated business and technical stakeholders to understand business objectives, activities taken to-date, the progress on the mainframe modernization effort, and other relevant information
- Vendor shall review relevant legacy system information for the key focus areas of the initial target systems (as identified by RRC) for the solution to understand the architecture, data sets, data quality, and business objectives for data and analytics
- Vendor shall work with RRC to understand the target data sets / application for the Proof of Concept (POC)
- Vendor shall define and scope the POC project including, but not limited to the following items:
 - Limit the scope and success criteria to scenarios that are strategic to the RRC to avoid a long and detailed list of tests that would take too long or be too burdensome on either party.
 - Utilize a limited set of data, to be determined by RRC in collaboration with the Vendor.
- Generate two reports (to be agreed upon by Vendor and RRC), using the recommended reporting tool(s), that replicate existing reports utilized within this subject area.
- Scope of POC should include an example of basic reporting as well as more advanced / complex analysis.
- RRC to define POC Success Criteria

2.1.3.1.2.2. Vendor's Analysis Report Deliverables

Vendor shall develop an Analysis Report that provides an overview of the Vendor's understanding of RRC's current state environment for the applications and data sets in-scope for the near term (2-3 year) incorporation into the DW/BI solution. The report should specifically focus on the following items:

- Analysis of data structures to understand the diverse data environments from which the solution will obtain its data.
- Documentation of high-level guiding principles for design of the solution based on the business and technology needs expressed during interviews.
- Collaborate with RRC personnel to understand the level of data literacy within and across divisions of the RRC (e.g. "Well" means different things to different RRC departments) to inform how access to data in the solution will be managed.

- Perform high-level analysis of reports generation and data access the RRC utilizes and provides internally, to its partners, and to the public, so the solution components are structured to fulfill these needs efficiently.
- Document the purpose of conducting the POC, the steps involved (who will participate, dependencies, expected timeline, how success will be validated)
- Document the POC scope and success criteria (must be measurable and achievable within the agreed time frame).

2.1.3.1.3. MILESTONE 3 ITEMS-VENDOR'S DESIGN DOCUMENT

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.3.1.3.1. Vendor's Design Document Required Activities

- Vendor shall conduct joint application design sessions with RRC and appropriate stakeholders to define design-level requirements for the future state.
- Vendor shall create future state Conceptual Design Documentation.

2.1.3.1.3.2. Vendor's Design Document Required Deliverables

The Vendor's Design Document shall contain at a minimum:

- Solution Architecture and Functional Design that provides a detailed description of, software, and processes necessary to create the Vendor's holistic solution.
- Data Migration Design that provides a detailed explanation of approach to move data from existing and future data structures into the Vendor's solution.
- Technical Design that reflects how the solution will meet technical requirements including scalability to allow incremental expansion in functionality and user base over time.
- Role-Based Permissions that demonstrate how the solution is designed to accommodate different roles (e.g., business user, super user, system administrator, public user, standard report user, etc.)
- Vendor's SDLC on Proof of Concept.

2.1.3.1.4. MILESTONE 4 ITEMS-PROOF OF CONCEPT

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

The activities performed as part of development of the Proof of Concept must be reflective of the Vendor's Software Development Lifecycle (SDLC) approach and methodology that will be leveraged for Phase 2 so RRC can evaluate its fit to RRC's culture and stakeholder needs.

2.1.3.1.4.1. Proof of Concept Required Activities

- Vendor will collaborate with stakeholders to understand the detailed business and technical requirements for the Proof of Concept.

- The Vendor must communicate ahead of time the commitments required from different teams for resources (such as staff time, IT systems, labs, data/information) to properly solicit collaboration.
- If there are any unexpected discoveries, such as the rigidity of an existing system or a change in RRC's expectations, the Vendor must work with stakeholders during these discoveries to align expectations and refine POC scope.
- Vendor will collaborate with stakeholders to understand the detailed business and technical requirements for the Proof of Concept.
 - The Vendor must communicate ahead of time the commitments required from different teams for resources (such as staff time, IT systems, labs, data/information) to properly solicit collaboration.
 - If there are any unexpected discoveries, such as the rigidity of an existing system or a change in RRC's expectations, the Vendor must work with stakeholders during these discoveries to align expectations and refine POC scope.
- Engineer the solution
 - Identify the minimum and key features to make the POC successful. Document and confirm these with RRC.
- Integrate the product with RRC's systems in a test environment, configure the system, and test all technical steps leading up the solution.
 - The POC must use RRC-provided data. The Vendor should assess the quality and accuracy of data to ensure it truly represents the current/future business scenario for the POC. Account for data coming from different sources, which may invalidate POC success in later stages.
- Conduct the demonstrations.
 - The POC shall be a near-final simulation of how RRC's requirements shall be implemented in the new solution. This is intended to be a checkpoint to ensure that the Vendor's solution development approach is in line with RRC's expectations.
- Solicit feedback from RRC to incorporate into subsequent implementation efforts.

2.1.3.1.4.2. Vendor's Proof of Concept Required Deliverables

- Vendor shall document successful demonstration of the POC per approval by RRC (demonstration of the POC shall not warrant automatic acceptance; POC should be considered near-final and reflective of design discussions to-date).
 - Vendor shall demonstrate to RRC the viability of the Vendor's solution to allow RRC Personnel to 'self-service' reports and perform analytics.
 - Vendor shall provide/utilize reporting, analysis, and business intelligence and data cleaning tools proposed as part of the Vendor's solution.
- Vendor shall provide a training environment (e.g., "sandbox" for use by a minimum of 10 RRC personnel (5 from IT and 5 subject matter experts for the given subject) to test and validate the POC.
- Vendor shall document any feedback, outcomes and findings to be considered for the subsequent implementation effort.

2.1.3.1.5. MILESTONE 5 ITEMS VENDOR IMPLEMENTATION PROPOSAL

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.3.1.5.1. Vendor Implementation Proposal Required Activities

Vendor shall develop an Implementation Proposal based on Vendor's due diligence, results of the Proof of Concept, and understanding of RRC's business objectives.

- Vendor shall at minimum:
 - Assess Implementation Requirements focusing on compatibility with existing infrastructure, applications, databases, processes and the workforce. Identify any training, competence and logistical requirements that may need to be addressed in the post-POC phase.
 - Assess Scalability Requirements as identified in Design Document. Scalability is key during deployment for RRC. Understand RRC's mainframe modernization schedule, existing deadlines for other modernization efforts that impact deployment of the solution, etc. to propose a realistic phased approach and timeline for implementation.
 - RRC and Vendor shall collaborate on identifying the sequencing and scope of future Work Orders that would be executed during the contract period for Phase 2. Vendor should provide recommendations and justifications on how to logically break up the work to best achieve RRC's desired results.
- Vendor shall conduct a validation session with appropriate RRC designated SME's to validate assumptions and approach, and update proposal as necessary.
- Vendor shall conduct an executive presentation of the final Implementation Proposal.

2.1.3.1.5.2. Vendor Implementation Proposal Deliverable

Content within Vendor's Implementation Proposal shall include, but not be limited to:

- Explanation of Vendor's recommended sequence for upcoming Work Orders to be executed during the contract period for Phase 2;
- Defined approach to delivering the implementation of each Work Order into the Vendor' solution; and
- The projected timeline and associated fixed costs to implement the agreed upon solution and services.

2.1.3.1.6. MILESTONE 6 ITEMS-VENDOR HOSTING PROPOSAL

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

RRC desires a cloud-based solution. Offeror proposal for hosting must include requirements for all components (software, 3rd party applications and services, etc.).

2.1.3.1.6.1. Vendor Hosting Proposal Required Activities

- The Offeror must provide a response in the Offer to use a Vendor Hosted option and the State of Texas Data Center Services Hosted option, yet recommend one option.

- If the recommendation is for RRC to use a Vendor Hosted solution, the Offeror must provide justification for the agency to not use Texas Data Center Services Hosting Option.

2.1.3.1.6.2. Vendor Hosting Options Deliverable

- Option 1 – Vendor Hosted: Software as a Service (“SaaS”) solution to address managed services for hosting, maintenance, and support related to the Vendor’s solution.
 - Vendor must ensure a proposed SaaS solution clearly meets the NIST standard definition of SaaS (see, NIST Definition of Cloud Computing SP 800-145 at <https://nvlpubs.nist.gov/nistpubs/...800-145.pdf>); and
 - Vendor must provide pricing and details related to hosting, maintenance, and support services applicable to the Offeror’s solution.
- Option 2 – Hosted in State of Texas Data Center: In accordance with Texas Data Center Services (“DCS”) requirements, a hosted solution can be hosted within a State Consolidated Data Center (locations in Austin or San Angelo) within the fully managed services program operating on DCS infrastructure.
 - This program provides all server management functions including system administration, operating system management and patching, base security services, dedicated local area network connectivity, storage services, backup services and disaster recovery services.
 - Should the Vendor propose State Consolidated Data Center hosting as most appropriate for RRC, Offeror must include within its proposal a comprehensive list of infrastructure requirements for DCS infrastructure within the State Data Center to enable RRC to conduct financial review and estimate cost to host the Offeror’s solution within the DCS program.

2.1.4. PHASE 2 – DEVELOPMENT & DEPLOYMENT

The objective of Phase 2 is to iteratively develop and deploy the Vendor’s approved solution in order to incrementally expand DW/BI capabilities across the organization.

RRC will evaluate the Implementation Proposal and results of Phase 1 following its completion. RRC will conduct an internal review to determine whether the Vendor shall receive approval to proceed with Phase 2 work. Upon approval to proceed with Phase 2, RRC and the Vendor must collaborate to review and refine the proposal for the first Work Order of Phase 2. The Work Order Process is defined in *Attachment 13 RRC Work Order Process*.

Vendor shall develop and submit to RRC a work plan that identifies all work necessary to achieve implementation of RRC’s selected Subject Area(s) for the first Work Order into the Vendor’s Solution in accordance with deliverables required for Phase 2 and subsequent Work Orders issued under this phase. Deliverables required within Phase 2 and subsequent phases, if any, include, but may not be limited to:

- Requirements documentation;
- Design documentation;
- Configuration, development, and integration;
- Testing;
- User training and manuals;
- Deployment; and

- Hosting and ongoing support and maintenance.

2.1.4.1. SOLUTION CAPABILITIES

Software will include a Business Intelligence solution, inclusive of a data repository and analytics capabilities. The solution will load data from existing operational sources and store data in industry standard analytical format. The solution must be cloud ready and integrate well with industry standard data lakes. The solution must provide analytics capabilities that vary from basic reporting to advanced analytical reporting such as predictive analytics (although advanced reporting must not be implemented in early phases of this project until basic reporting needs of the agency are met).

A high-level overview of the capabilities of the future state architecture shall include, but not be limited to the following:

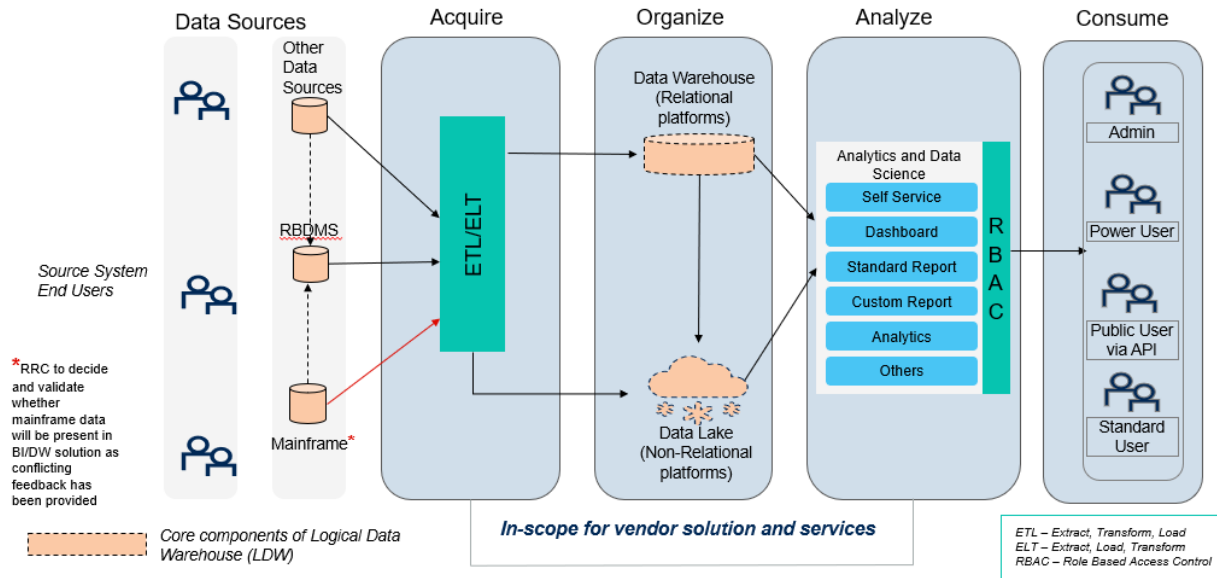
- Vendor should build a Business Intelligence solution that utilizes a modern data repository to store structured data (data warehouse) and accommodate future requirements to store unstructured data (data lake);
- The future Business Intelligence system provided by the vendor should extract data from RRC sources, transform in accordance with business rules, and load into appropriate data structures;
- Vendor shall recommend and develop appropriate reports/dashboards as needed; and
- Vendor shall document the steps in a workflow format used in extracting data from source systems through developing and deploying reports.

Data utilized by the Vendor's solution will come from:

- Existing RRC non-mainframe data repositories such as, but not limited to, Salesforce, Microsoft SQL Server, and Oracle;
- Databases utilized by new processing platforms;
- Future databases that may be needed to retain current mainframe data not handled by the new processing platforms; and
- Spreadsheets or databases maintained by the business areas which are utilized in critical business processes (if not incorporated into future RRC processing platforms).

Note: The solution may also need to extract data from the mainframe. However, Vendor must attempt to avoid this scenario due to potential data quality issues (however reporting requirements and priorities may result in this need).

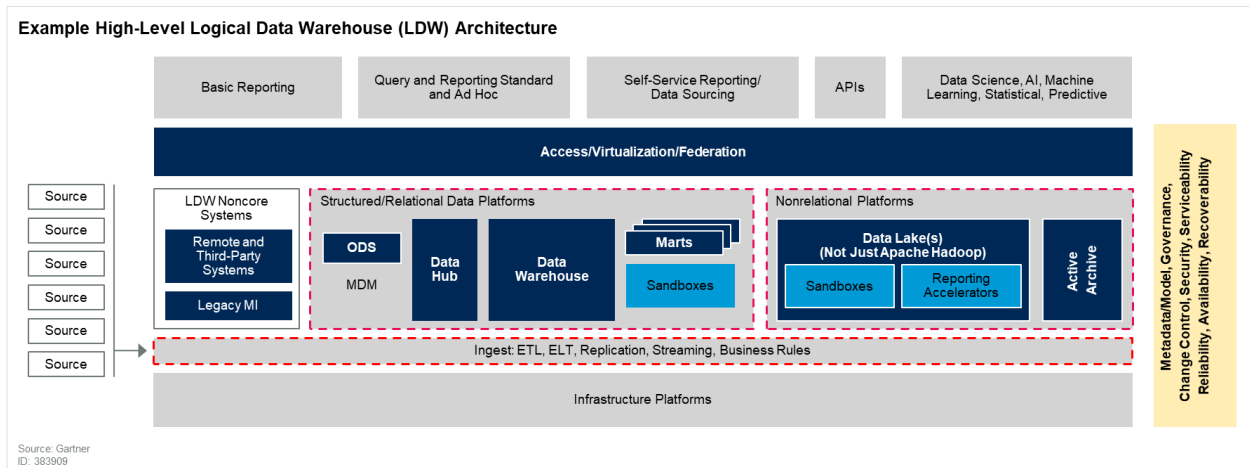
Figure 3. High-level Solution Reference Model



Note: This is a high level Reference Models that may not be fully representative of all the detailed components and needs of RRC. The vendor will be responsible for fully vetting and defining the details during the solicitation process and Phase 1 of the engagement.

Note: In Figure 3, Other Data Sources include Salesforce and Oracle. Standard User is defined as either an internal RRC user or Public User which executes standard reports and queries. Public User via API are users who request sets of data through an interface.

Figure 4. Logical Data Warehouse Architecture



Use cases for Business Intelligence solution ranges from insights obtained out of structured relational data platforms to unstructured nonrelational platforms. A Logical Data Warehouse abstracts the underlying data platforms and presents an access layer through which insights are presented, and therefore may present the ideal choice for RRC target state.

Primary focus areas

2.1.4.2. ONGOING MAINFRAME MODERNIZATION EFFORT

This DW/BI project is one component of RRC’s major initiative to move RRC’s data from a mainframe to a non-mainframe platforms and applications. RRC expects moving data processing from the mainframe

will take 6-8 years. The effort began in September 2019 with a few selected applications. Data cleansing is performed by RRC before, or simultaneously as data is migrated to the modern systems.

As RRC's mainframe modernization effort continues to progress over the years, the original mainframe data – (now residing in the “modern applications”) will be replicated within the data warehouse environment to be provided by the Vendor. The BI solution will sit on top of the data warehouse and enable self-service, ad-hoc reporting capabilities on that data.

Appendix 2 Overview of RRC's Data Environment & Complexities to this SOW provides Offeror with a brief summary of the subject areas (applications) with processing on the RRC mainframe that are a central focus of the initial IT transformation effort.

2.1.4.3. FIXED-PRICE WORK ORDERS CONCEPT & LOGISTICS

RRC has determined the most effective method for work to be performed under the Contract for deliverables within phases subsequent to Phase 1 is through a formal Work Order Process. Vendor shall comply with RRC's Work Order Process designated for this RFO, and any Contract awarded, as defined in *Attachment 13 RRC Work Order Process*.

Offeror will propose in this RFO the software methodology for how a Work Order process will be carried out. The RRC is open to an Agile approach during Phase 2 if the requirements, ETL, artifacts, etc. defined in the Work Order are completed and accepted by RRC. If using an Agile approach, the Offeror will describe the steps or processes to meet the Work Order objectives.

The common deliverables to be expected for each work order are identified below.

2.1.4.4. DELIVERABLES PER WORK ORDER FOR PHASE 2

2.1.4.4.1. MILESTONE 1-PROJECT INITIATION

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.4.4.1.1. Project Initiation Required Activities

- Draft Work Plan and Schedule
- Review and validate with RRC
- Update with any feedback
- Submit Final Work Plan and Schedule
- Develop and maintain Project Schedule and ongoing status reporting.

2.1.4.4.1.2. Project Initiation Deliverables

- Work Plan
 - Completed version of the Work Plan
- Project Schedule
 - Vendor shall create and maintain a work plan and schedule, including Gantt chart(s) and a project calendar in Microsoft Project or similar tool that is approved by RRC that is

developed and maintained in accordance with industry best practices. The schedule will reflect any changes from the baseline plan originally agreed to during the project initiation and be updated/published on a weekly basis. The project schedule will include the following components (at a minimum):

- A consolidated view of the activities, activity descriptions, and activity durations assigned to stakeholders and Vendor;
- Resources (RRC, Other Stakeholders, Vendor, and third-party Vendors if appropriate) assigned to each activity and their required level of effort;
- A list of all required project deliverables tied to the appropriate project milestones;
- Identification of all key Project Milestones; and
- A critical path analysis and reporting process.

2.1.4.4.2. MILESTONE 2-VENDOR'S REQUIREMENTS AND ANALYSIS REPORTS

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.4.4.2.1. Vendor's Requirements and Analysis Reports Required Activities

- Vendor shall conduct appropriate discussions with RRC and business/technical stakeholders to define design-level requirements for the future state solution.

2.1.4.4.2.2. Vendor's Requirements and Analysis Report Deliverables

- Vendor shall develop a Software Requirements Document (SRS) and Requirements Traceability Matrix.

2.1.4.4.3. MILESTONE 3-VENDOR'S DESIGN DOCUMENT

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.4.4.3.1. Vendor's Design Document Required Activities

Vendor shall document and validate critical details with RRC about the future state solution, which can include but is not limited to:

- Report specifications;
- Interface descriptions;
- Detail specifications for business rules, external system interfaces, validations, screen layouts and user interfaces;
- Solution software configuration and setup requirements;
- Specifications for any required solution customizations; and
- Security design and programming specifications.

2.1.4.4.3.2. Vendor's Design Document Required Deliverables

The Vendor's Design Document shall contain at a minimum:

- Conceptual future state design documentation for application, data/content, and integration architectures, and all activities required to achieve the overall application architecture associated with the Work Order.

2.1.4.4.4. MILESTONE 4-DEVELOPMENT

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.4.4.4.1. Development Required Activities

- Develop the Solution based on the requirements of this RFO, approved Implementation Proposal, and detailed design requirements identified in Phase 1 through configuration, interface development, and other applicable development-related activities according to the Vendor's software implementation methodology.
- The Vendor must integrate all components of the solution.
- Vendor must perform all data migration activities as aligned with and applicable to the Work Order.

2.1.4.4.4.2. Vendor Development Migration Plan Deliverable

- Vendor must create a Migration Plan that includes, but is not limited to:
 - scope of source data to be migrated (e.g., source system/database, date range, case type);
 - source to target data mappings for all fields to be migrated;
 - data transformation rules; and
 - data validation and exception rules.

2.1.4.4.5. MILESTONE 5-TESTING

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.4.4.5.1. Testing Required Activities

The vendor shall provide the following items for RRC validation.

- The Vendor shall develop a Test Plan that outlines approach for unit testing, system testing, integration testing, security testing, user acceptance testing (UAT), stress/performance testing, and regression testing (if applicable).
- The Vendor shall Setup and Manage Test Environment.
 - The Vendor must plan, design, and implement a test environment that replicates the production environment and network connectivity.
 - The Vendor must load the test environment with enough data to perform effective testing.
- The Vendor shall develop detailed test conditions, prepare test scripts, and utilize automated testing tools as appropriate to facilitate the testing process.
- The Vendor shall conduct System Testing and Resolve Defects.

- For each defect identified during testing, RRC and the Vendor will use an agreed upon prioritization rating (defined in the Test Plan) indicating the relative sequence to fix defects.
- The Vendor shall submit Final System Testing Results.
 - System testing phase can be exited once exit criteria has been met (as defined in the Test Plan).
- The Vendor shall support User Acceptance Test (UAT) process, defect resolution, and submit UAT results.
 - UAT phase can be exited once exit criteria has been met (as defined in the Test Plan).

2.1.4.4.5.2. Testing Deliverables

- The Vendor shall create a testing plan that, at a minimum, meets the following requirements.
 - Identify approach to complete all testing activities. Specifically address:
 - Systems integration testing per RRC acceptable response times;
 - Stress / performance testing, including pass criteria that can handle the transaction load data;
 - Security / Intrusion testing, including assurances that security controls delineated through TAC 202 are met;
 - Entrance / exit criteria for all testing phases;
 - Defect type descriptions and prioritizations;
 - Test Data Migration approach, including data refresh processes;
 - Automated Test Usage; and
 - User Acceptance Testing Scripts and support; and defect remediation release strategy and regression testing.
- The vendor shall provide system testing and the results of that testing, that at a minimum, meets the following requirements.
 - Vendor must perform end-to-end System Testing inclusive of integration testing and provide all System Test results to RRC that describe the following (at a minimum):
 - Date scenario was executed;
 - Name of person who executed the scenario;
 - Test result status (pass/fail);
 - Defects discovered;
 - Retest dates and results; and
 - Justification for exiting System Test stage.
- Vendor must perform performance testing to validate the eventual 300% full-scale use of the system, including mimicking the anticipated growth in the number of users, data, and storage requirements as the system is deployed. The Vendor must continue performance testing until performance measures are met under full operational conditions.

2.1.4.4.6. MILESTONE 6-TRAINING

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.4.4.6.1. Training Required Activities

RRC seeks to utilize a train-the-trainer approach as well as end user training - based on the size and geographic location of the user group being trained.

- The Vendor must prepare a Training Plan, detailing the different stakeholder groups of trainees and the training methodology and courses to be used for each.
- The Vendor must develop a detailed training curriculum, prepare training materials, and deliver training to users, technical staff, and personnel who will be responsible for training new end users and providing refresher training to other RRC and jurisdiction staff.
- The Vendor must deliver training courses defined in the Training Plan and provide a Training Completion Report.
- The Vendor must provide adequate end user support whether through user manuals or on-line help. The Vendor must prepare a Training Plan, detailing the different stakeholder groups of trainees and the training methodology and courses to be used for each.
- The Vendor must develop a detailed training curriculum, prepare training materials, and deliver training to users, technical staff, and personnel who will be responsible for training new end users and providing refresher training to other RRC and jurisdiction staff.
- The Vendor must deliver training courses defined in the Training Plan and provide a Training Completion Report.
- The Vendor must provide adequate end user support whether through user manuals or on-line help.

2.1.4.4.6.2. Training Deliverables

- Training Plan
 - Vendor shall create a Training Plan and provide training curriculum that describes, but is not limited to the following:
 - Course list;
 - Target audience role descriptions;
 - Specific learning objectives for each user and support role to be used to assess users' readiness to perform their expected roles;
 - Lists of materials, facilities standards, equipment, user profiles, access procedures, work samples, and other items needed for each training session, including items that RRC is to furnish; and
 - Training calendar indicating the specific attendees and locations for all user training sessions; the calendar must also indicate any planned phases or iterations in the delivery of training.
- Training Curriculum and Materials
 - Vendor shall provide training curriculum and materials that includes, but is not limited to the following:
 - Course presentation materials / user manuals (Trainer Version);
 - Course presentation and training materials, to include but not limited to, user guides, desktop reference manuals, tip & trick user guides, desktop reference manuals, tip & tricks sheet, that are current with the configuration and production release;
 - Recorded training videos;

- Student training exercises;
- Pre-assessment and post-assessment materials; and
- Training data specifications for training exercises (if applicable), including training data initialization procedures.

2.1.4.4.7. MILESTONE 7-DEPLOYMENT

At the completion of each milestone, RRC will input a Vendor Performance Tracking report into the Comptroller VPTS system.

2.1.4.4.7.1. Deployment Required Activities

- The vendor shall develop a Deployment Plan.
- The vendor shall confirm the overall readiness of the hosted infrastructure and/or other third-party provided components to support solution and perform other steps as defined in the Deployment Plan, such as final testing and/or data migration.
- The vendor shall deploy the solution.
- The vendor shall provide Go-Live support.
- The vendor shall provide Production Services once the first Work Order is in production.

2.1.4.4.7.2. Deployment Deliverables

2.1.4.4.7.3. Deployment Plan (Go-Live)

The Vendor shall provide a detailed and thorough plan for deployment of the planned functionality (for the Work Order). The Deployment plan shall include, but is not limited to the following items:

- Contingency and rollback plan if deployment is unsuccessful;
- Plan for physical deployment of application components;
- “Smoke test plan” that includes steps to verify that deployed application is functioning correctly;
- Criteria for approving the production use of application;
- Anticipated downtime with user impact;
- Data Synchronization Steps;
- User and service desk communication plan;
- Final deployment approval steps; and
- Duration of deployment activities and required resources.

2.1.4.5. ONGOING SUPPORT AND MAINTENANCE

The Vendor must provide application management, technical support, system enhancements, and other related support activities, such as, but not limited to, Help Desk support, and patch/upgrade support once the first Work Order is in production. Details around how the Offeror will satisfy these requirements should be addressed within the Offer.

2.1.4.6. DELIVERABLE ACCEPTANCE PROCESS

1. All deliverables shall have well-defined acceptance criteria.
2. Upon Vendor's determination a deliverable is complete, Offeror shall use RRC's Deliverable Acceptance Voucher ("DAV") to submit the deliverable to RRC's designated project manager and contract manager for review and approval. An example of the DAV can be found at Attachment 12.
3. Within ten (10) calendar days of RRC's receipt of a submitted deliverable, RRC's project team will inspect each deliverable, evaluate the deliverable for conformance to the applicable deliverable's acceptance criteria, and return to the Vendor the DAV indicating thereupon RRC's acceptance or rejection of the deliverable. Vendor may consider a deliverable as accepted if RRC fails to deliver to the Vendor a rejection of the deliverable within ten (10) calendar days of receipt of the submitted deliverable. In event of rejecting a deliverable, RRC must provide within or attached to the applicable DAV an explanation of deficiencies warranting rejection of the deliverable.
4. 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 DAV. 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.

2.1.5. ASSUMPTIONS

1. Project efforts will require the construction of three individual environments during Phase 2; Development, Test and Production, and the deliverables will include work efforts for all of these environments.
2. After Contract execution, a project kickoff meeting must be held at RRC's headquarters offices, Austin, TX, at a date and time acceptable to both Parties. Note: may be held remotely due to COVID-19 protocols.
3. 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.
4. RRC is required to follow the State of Texas DIR Project Delivery Framework process, including Framework Extensions, therefore any Offer must include creation of artifacts required under the Texas DIR Project Delivery Framework.
5. Prior to start of work on the project all 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 RFO *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. Vendor staff Must adhere to the security requirements implemented by the Texas Department of Information Resources (DIR) to include Security Awareness Training on an annual basis.
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 DCS (Firewall changes, etc.).

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 agency policies related to COVID-19 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 COVID-19 protocols.
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 contract.
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.

2.1.6. ADDITIONAL VENDOR PROJECT MANAGEMENT RESPONSIBILITIES

2.1.6.1. SCHEDULE MANAGEMENT

1. All deliverables shall be provided on the dates within the bilaterally approved project schedule. If a deliverable cannot be provided timely and in accordance with the approved project schedule, Vendor must provide RRC’s designated project manager and contract 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 and contract manager.
2. Vendor shall be responsible for planning and scheduling activities to accomplish completion of all necessary work described in the SOW and executed Contract. Vendor must create and update (weekly at minimum) a project schedule that must be maintained throughout the project lifespan. Vendor must provide to RRC’s designated project manager the schedule and updates thereto.
3. Vendor shall be responsible for project management and diligent execution of all work required under the Contract, including work stated within this SOW. For project documentation, as applicable, Vendor must use designated RRC templates, standards, and sign-off requirements as directed by RRC.

2.1.6.2. STATUS REPORTING

Vendor and RRC shall collaborate on the procedural, reporting, and communication processes and structures for managing Vendor’s provided services. Such processes and structures must be documented and maintained by Vendor (in a SharePoint or Teams site provided by RRC) and modified and updated by Vendor on a periodic and continuous basis to reflect changes to the business and operational relationship.

2.1.6.2.1. STATUS REPORTS

- Vendor must provide RRC's designated project manager with weekly written status reports.
- Weekly status reports must be formatted in accordance with RRC requirements.
- Weekly status reports shall be due to RRC's designated project manager at an agreed upon time.
- Weekly status reports must include summary of work performed and completed during the seven (7) calendar days immediately preceding the date of submission of the weekly status report and must also include projected work to be performed during the subsequent week.
- Weekly status reports must identify any risks or issues 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.

2.1.6.2.2. STATUS MEETINGS

- Vendor shall be responsible for conducting weekly progress and status meetings (for the overall project and individual work streams) with RRC's designated project manager and include by invitation such other individuals as deemed necessary for the scope of the meeting.
- RRC's designated project manager must 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).

2.1.6.3. MEETING MINUTES

- Vendor shall be solely responsible for documenting meeting minutes, including meeting summaries, for all meetings with RRC staff.
- Vendor must provide meeting minutes, including meeting summaries, to RRC's designated project manager within two (2) business days following the meeting to RRC's SharePoint site or designated project management portal.
- Upon Vendor request, and at RRC's sole discretion for approval, RRC's designated project manager may authorize, in writing, an alternate timeframe for delivery of meeting minutes.

2.1.6.4. SERVICE LEVEL REQUIREMENTS (SLR)

The following are the RRC's identified minimum Service Level Requirements (SLRs) that the Vendor shall follow throughout the project. Respondents must include any additional and all applicable SLRs for the project in their Offer. Failure to adhere to the following requirements may subject Vendor to liquidated damages (see section 4.20 Contract Completion and Liquidated Damages).

1. 100% on target project estimation on cost;
2. 95% on schedule milestone completion;
3. 90% of documentation kept up to date including, but not limited to;
 - Phase 1:
 - Project Kickoff Artifacts;
 - Analysis Report;

- Design Documents;
- Proof of Concept;
- Implementation Proposal.
- Phase 2:
 - Requirements documentation;
 - Design documentation;
 - Configuration, development, and integration documentation;
 - Testing documentation;
 - User training and manuals;
 - Deployment, Hosting, and ongoing support and maintenance documentation.

90% of status reports and meeting minutes provided on the scheduled delivery date or at the agreed-to frequency.

2.1.6.5. SERVICE LEVEL AGREEMENT (SLA)

As part of Vendor’s Service Level Agreement (SLA), the implemented solution in Phase 2 must provide a fully redundant environment with a guaranteed service uptime of 99.95%. Vendor will ensure a successful daily backup of the application, database, and associated code to be used by Vendor to restore services in the event of an incident, compromise or total system failure. Vendor is responsible for providing technical support to answer questions and resolve technical issues relating to website hosting, stability and events.

Vendor is responsible for ensuring security patches and software revisions are evaluated and applied in a timely manner -- inclusive of regression testing and coordination of user acceptance testing by RRC.

Vendor will work with RRC to properly classify the severity level of any issue reported in accordance with the SLA.

Table 5:RRC Service Level Agreement Requirements

| Category | Performance Metric | Description | Response Time | Target Resolution Time |
|------------------|--------------------|--|---|--|
| Cross-Functional | Response Time | RRC requires Vendor to notify RRC of high severity/priority Defects and/or Incidents | Defects = \leq 15 elapsed minutes, Incidents = \leq 30 minutes | Defect Response within 15 minutes, \geq 95%, Incident Response within 30 minutes, = 100% |

| Category | Performance Metric | Description | Response Time | Target Resolution Time |
|------------------|--------------------|--|-------------------|--|
| Cross-Functional | Resolution Time | <p>Defect Level 1:</p> <p>Complete Work Stoppage: Critical Functions Impacted.</p> <p>Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available. Service is down or unavailable.</p> <p>Severity 1 issues identified by RRC require Vendor to have dedicated resources available to work on the issue on an ongoing basis until system is fully productional and operational.</p> | 4 business hours | Defect Level 1: ≤ 4 hours 95% of the time |
| Cross-Functional | Resolution Time | <p>Defect Level 2:</p> <p>Major functionality is impacted, or significant performance degradation is experienced. The issue is persistent and affects many users and/or major functionality. No reasonable workaround is available. Service is operational but highly degraded in performance to the point of major impact on usage.</p> | 8 business hours | Defect Level 2: ≤ 8 hours 95% of the time |
| Cross-Functional | Resolution Time | <p>Defect Level 3:</p> <p>System experiences performance issue(s) or a</p> | 48 business hours | Defect Level 3: ≤ 2 business |

| Category | Performance Metric | Description | Response Time | Target Resolution Time |
|---------------------------------------|----------------------------------|--|--|------------------------|
| | | bug is affecting some but not all users. Short-term workaround is available, but not scalable. Service is operational but partially degraded for some or all customers, and an acceptable workaround or solution exists. | | days 95% of the time |
| Cross-Functional | Root Cause Analysis (RCA) timing | Vendor to provide Root Cause Analysis for all specified Defect Levels and/or Incidents. | Within 5 business days of reported failure or as agreed upon | 98% of the time |
| Cross-Functional | Reporting | Schedule adherence | Provision of reports within the defined timelines in accordance with approved project schedules. | 100% of the time |
| SaaS (hosted solution), as applicable | Availability | Overall System Availability | Sun-Sat, 0000-2400 | 99.95% |

1. These SLA/SLR's outlined are a minimum example and additional SLA's for performance issues, availability, support/incidents, reporting, and/or loss of service, as deemed applicable, should be included in the Offeror's response to the RFO.
2. Specific SLA/SLR's and details including response times, target resolution times, and other criteria must be communicated and agreed to by all parties at the conclusion of Phase 1 (Needs Assessment) and prior to beginning any Phase 2 (Implementation) work as required by a RRC Work Order.

2.1.6.6. 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 16 RRC Change Management Process*). A modified version of the Change Management Process may be mutually agreed upon by RRC and the selected Vendor.

PART 3: INSTRUCTIONS TO OFFERORS

3.1. SUBMITTAL INSTRUCTIONS

Offers must be received in the Contract Management Section, Railroad Commission of Texas, Austin, Texas NO LATER THAN the date and time specified within this RFO, or as revised by Addenda, if any, to this RFO. OFFERS RECEIVED AFTER THE DEADLINE DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNREVIEWED. ******NOTE**** DUE TO COVID-19 (CORONAVIRUS) RRC IS NOT ACCEPTING HAND DELIVERY RESPONSES. ALL OFFERS MUST BE DELIVERED TO RRC COMMERCIALY SUCH AS: FED-EX, USPS, DHL, UPS, ETC.**

3.1.1. OFFER LABELING/PACKAGING

Offers shall be placed in an envelope/package and labeled with RFO No. 455-20-1001, Contract Manager’s name (see *Table 3 Sole Point of Contact Information* of this RFO), and the Offer due date and time. It is the Offeror’s responsibility to properly label and deliver the Offer to RRC by the specified date and time for this RFO, see section 3.1.3 *Offer Delivery* for method of delivery.

3.1.2. REQUIRED NUMBER OF OFFER ORIGINALS AND COPIES

Offeror must submit one (1) paper original, plus ten (10) paper copies of the Offer. The paper original must include an original ink signature (electronic signatures will not be accepted), and the name and title of the individual signing who must possess the authority to legally bind the Offeror. RRC reserves the right to require an Offeror to furnish documentary evidence of Offeror’s signature authority. Offeror must also submit one (1) electronic copy of the Offer on a USB storage device. The Offer file must be readable using Adobe Acrobat Reader DC®, and neither the file nor the electronic storage device (USB) shall be encrypted. USBs must be labeled with Offeror’s name.

3.1.3. OFFER DELIVERY

ANY OFFER SUBMITTED BY EMAIL OR BY FACSIMILE WILL BE REJECTED. ******NOTE**** DUE TO COVID-19 (CORONAVIRUS) RRC IS NOT ACCEPTING HAND DELIVERY RESPONSES. ALL OFFERS MUST BE DELIVERED TO RRC COMMERCIALY SUCH AS: FED-EX, USPS, DHL, UPS, ETC.** It is the sole responsibility of an Offeror to select their preferred method of delivery from the delivery methods permitted herein. Failure to adhere to these requirements will cause the Offer to be considered non-responsive and disqualified from award. Offerors must use the following address labeling information most applicable to Offeror’s chosen delivery method:

Table 6. Delivery Options and Address

| <u>United States Postal Delivery</u> | <u>Commercial Delivery</u> |
|--|--|
| RFO No. 455-20-1001 Railroad Commission of Texas Contract Management Section Jesse Herrera, Contract Manager PO Box 12967 Austin, TX 78711-2967 | RFO No. 455-20-1001 Railroad Commission of Texas Contract Management Section Jesse Herrera, Contract Manager 1701 N. Congress Ave. Austin, TX 78701 |

3.1.4. CONFIDENTIAL INFORMATION; PUBLIC INFORMATION ACT DISCLOSURES

RRC is a governmental body subject to the Texas Public Information Act (“PIA”), Texas Government Code 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 above. 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 Texas Government Code §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®; Microsoft Excel®; or, hard copy (paper).

If Offeror’s Offer contains any information which Offeror claims is confidential and not subject to release under the PIA Offeror must prepare and deliver to RRC four USB storage devices containing the following information:

- Two (2) USB storage devices containing complete copies of all of Offeror’s submissions pursuant to this RFO. Offeror must mark these “Complete Offer Documents, [Offeror’s Name], RRC RFO No. 455-20-1001. CONTAINS CONFIDENTIAL INFORMATION.”
- Two (2) USB storage devices, each containing copies of all of Offeror’s submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. Each of these USB storage devices must also contain an Appendix which contains clear references to all redacted information including a general description of the redacted information. Offeror must mark these USB storage devices “For Public Release: Redacted version of [Offeror’s Name], RRC RFO No. 455-20-1001.”

3.1.5. EXCEPTION TO PROVISIONS

Offeror is strictly prohibited from taking blanket exception to this entire RFO. Any Offer 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 Offeror. Within the Executive Summary (Tab A) of the Offer, 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.

3.1.6. MULTI-CONTRACTOR SOLUTIONS (JOINT VENTURES)

Multi-Contractor (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, Offeror must list the parties as directed in the Offer submission instructions. Additionally, the Offer must clearly identify the responsibilities of each party in the Offer. Services specified in the offer 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.

Multi-Contractor offers must be a consolidated response with all cost items included in the pricing providing in the Offer response.

3.1.7. MULTIPLE OFFERS

An Offeror may not submit more than one offer as a Prime Contractor in response to this RFO. However, sub-contracting contractors may participate in multiple offers.

3.1.8. PERFORMANCE PERIOD.

Vendor shall complete all work under any resulting multiphase contract within an original contract term ending no later than August 31, 2022. At RRC's discretion, original Contract term, to include Phase 1 and additional phases of work related to development, implementation, and integration of DW/BI solution may be extended for up to two (2) additional one-year optional renewal terms ("Renewal Term"). Renewal Terms to any Contract shall be accomplished through 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

3.1.9. COSTS OF OFFER PREPARATION.

All costs associated with preparation and submission of an Offer, including costs associated with submission of all required documents and all copies of all documents and all costs associated with optional oral presentations, if required, are to be borne solely by the Offeror. All costs associated with performance and delivery of the Services as defined by this RFO must be included in the Offer. Offers that do not meet all requirements or contain all required documentation specified in this RFO will be rejected as non-responsive.

3.1.10. PROTEST PROCEDURES.

Any actual or prospective Offeror who is aggrieved in connection with this Solicitation, evaluation, or award of any contract resulting from this Solicitation may formally protest as provided in RRC's rules set forth in 16 Texas Administrative Code §20.1 (see, [16TAC§20.1](#)).Inquiries and Addenda

Offeror is solely responsible for thoroughly understanding the RFO and all attachments, exhibits, forms, and addenda, if any, issued. Should any Offeror find any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the RFO, or should Offeror be in doubt as to the exact meaning of information within the RFO, Offeror should immediately notify in writing via email or email with editable attachment (i.e., MS Word® document) RRC's sole point of contact for this solicitation (see *Table 3. Sole Point of Contact Information* in this RFO). RRC shall not be responsible for oral instructions or for misinterpretation of the Solicitation and Contract Documents.

Offerors submitting inquiries must reference the relevant RFO page and section and should submit all questions by the inquiry deadline stated within *Table 2. Schedule of Events* of this RFO. RRC reserves the

right to respond to questions received after deadline for submission of written questions. When issuing response to questions submitted, RRC must issue Addenda posted to the Texas Comptroller's ESBD website.

Addenda issued, if any, must be posted by RRC to the Texas Comptroller's ESBD website (<http://www.txsmartbuy.com/sp>). RRC in its sole discretion may respond to questions received after the deadline. RRC reserves the right to amend answers prior to the Offer submission deadline. It is the sole responsibility of Offeror to check the Texas Comptroller's ESBD website for any and all updates to the RFO. An Offeror's failure to check the Texas Comptroller's ESBD website for updates shall not release Offeror from the requirements of Addenda or additional information published within any Addenda.

3.1.11. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) REQUIREMENTS

Pursuant to Texas Government Code Chapter 2161, 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 during a fiscal year to HUBs. Historically Underutilized Businesses (HUBs) are strongly encouraged to respond to this RFO.

3.1.12. HUB SUBCONTRACTING PLAN.

In accordance with Texas Government Code Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more must, before the agency solicits bids, offers or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. RRC has determined subcontracting opportunities are probable with this RFO, therefore:

ALL OFFERORS, INCLUDING TEXAS CERTIFIED HUBS, MUST SUBMIT A COMPLETED HUB SUBCONTRACTING PLAN ("HSP") FORM (SEE ATTACHMENT 4 HUB SUBCONTRACTING PLAN) WITH THE OFFER FOR THE OFFER 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 OFFER AND RENDERING THE OFFER INELIGIBLE FOR AWARD OF A CONTRACT ARISING FROM THIS RFO.

OFFERORS MUST SUBMIT A COMPLETED HSP FORM ON THE SPECIFIED HSP FORM INCLUDED AS ATTACHMENT 4 HUB SUBCONTRACTING PLAN TO THIS RFO; NO ALTERNATE FORMS, INCLUDING ALTERNATE OR PRIOR VERSIONS OF HSP FORMS, WILL BE ACCEPTED.

3.1.13. GOOD FAITH EFFORT REQUIRED.

In accordance with 34 Texas Administrative Code §20.285(d), any person submitting a bid, Offer, offer or other applicable expression of interest in obtaining a contract with the state shall submit a completed HUB subcontracting plan demonstrating evidence of good faith effort in developing that plan. Good faith effort must be in full conformance with all directions for demonstration and submission specified in the HSP form (see *Attachment 4 HUB Subcontracting Plan*).

3.1.14. PROBABLE HUB SUBCONTRACTING OPPORTUNITIES.

RRC has identified potential areas of subcontracting opportunities which are listed within *Table 7. Potential HUB Subcontracting NIGP Codes* of this RFO. Full commodity and services descriptions may be found on the Texas Comptroller's website at: <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 the sole responsibility of an Offeror to determine what, if any, subcontracting opportunities are most applicable to the Offeror’s business in 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 7 Potential HUB Subcontracting NIGP Codes* of this RFO. Offerors should review the HSP form (see *Attachment 4 Hub Subcontracting Plan Form*) for instructions that require identification of specific commodities or services intended for subcontracting.

Table 7. Potential HUB Subcontracting NIGP Codes

| NIGP Class Code | NIGP Item Code | Description (Commodities & Services) |
|------------------------|-----------------------|---|
| 920 | 07 | Applications Software for Microcomputer 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 (Not Otherwise Classified) |
| 920 | 40 | Programming Services, Computer |
| 920 | 45 | Software Maintenance & Support Services |
| 920 | 64 | System Implementation and Engineering Services |
| 920 | 91 | Training, Computer Base, Software |
| 958 | 23 | Computer Management Services |
| 962 | 69 | Personnel Services |
| 209 | 13 | Application Software Services |

3.1.15. 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 contract must maintain business records documenting compliance with the HUB subcontracting plan and must submit a compliance report to the state contracting agency each month. Therefore, as a condition of payment under the Contract, from start date of Contract through completion date of Contract, a prime Contractor (Offeror) awarded a Contract arising from this RFO must monthly submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report prior to RRC’s approval of payment under the Contract (see *Attachment 5 Hub Subcontract Plan (HSP) Prime Contract Progress Assessment Report*).

3.1.16. RRC’S HUB PROGRAM ADMINISTRATION.

For 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 via email: hub@rrc.texas.gov

3.2. ORGANIZATION OF OFFER

All Offers submitted must be bound, organized, and arranged to correspond directly with the identified tabs of this RFO. Offers 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 Offer in the manner set forth in this RFO may result in disqualification. Conciseness and clarity of content must be emphasized. Offeror must provide all information that the

Offeror believes would be helpful to RRC in establishing Offeror'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, Offeror must clearly demonstrate Offeror's ability to provide and/or perform all goods and services described in the RFO. Offeror must provide, at a minimum, information that is comprehensive, clear, and that sufficiently supports a determination that Offeror 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.

3.2.1. TITLE PAGE (TAB A)

The Title Page must include the following information:

- RRC's RFO ID Number: RFO No. 455-20-1001;
- Offeror's Name and Address;
- Offeror's State of Texas Taxpayer Number (if available);
- Offeror's Federal Employer's Identification Number; and
- Offeror's Authorized Agent's Signature, Printed Name, Title, and Date signed.

3.2.2. COVER LETTER (TAB B)

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

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

3.2.3. TABLE OF CONTENTS (TAB C)

The Table of Contents provides the organizational structure for the Offer and includes the critical elements described in this RFO.

3.2.4. COMPANY EXPERIENCE & QUALIFICATIONS (TAB D)

3.2.5. COMPANY BACKGROUND

- Provide a statement giving a brief history of your company, how it is organized, and how its available products and resources will be used to meet RRC's requirements. The Offeror must submit the following information:
 - What type of entity it is — for example, a corporation or a partnership.
 - The total number of years the company has been in business and, if applicable, the number of years under the present business name.
 - The number of years that the company has been providing the application(s).

- A description of the company's operations: facilities, business and objectives, and the number of employees. A brief summary of company's product portfolio, including number of distinct products sold and/or services provided.
- If any subcontractors are proposed, provide the above information for all subcontractors as well. Additionally, provide a description of how the corporate relationship with your proposed subcontractors has contributed to the success of past projects.

3.2.6. EXPERIENCE

- Describe experience providing similar services as detailed in this RFO.
 - 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 – Complete the *Attachment 3 Offeror's Qualifications Statement* per instructions below.
 - Demonstrate five (5) years of experience with development, integration, implementation, and/or integration of one or more of business intelligence solutions, using cloud based platforms, with at least one (1) state regulatory agency in the U.S. similar in size to RRC and with IT systems and data similar in complexity to RRC's, as solely determined by RRC.
 - Completion of at least three (3) projects, delivered by Offeror within past five (5) years, that include delivery of information technology services to at least one (1) state agency, with an emphasis on providing a business intelligence solution for reporting on regulatory data.
 - 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. An Offeror's project experience must come from at least one state agency.
- In a separate page following to *Attachment 3 Offeror's Qualification Statement*, Offer 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. Offer must include details that identify the issue(s) and detailed discussion of Offeror's approach in mitigating and/or resolving the identified significant issues.
- In a separate page following to *Attachment 3 Offeror's Qualification Statement*, Offeror must include an explanation of any variances, 5% or greater, positive or negative, in completion time and/or costs of any project listed in *Attachment 3 Offeror's Qualifications Statement*.

3.2.7. PRODUCT OVERVIEW (TAB E)

3.2.8. PRODUCT INFORMATION

- Offeror must identify the major components of all in-scope the proposed solution, including any software that will be implemented. Minimum software proposed must include the components illustrated in *Figure 3. High-Level Solution Reference Model*. Note: For the analytics component, RRC currently uses Microsoft Power BI, but RRC requests that the Offeror propose the best analytics

tool(s) to meet RRC's requirements as the Offeror sees fit. Appropriate justification of why this solution was proposed should be included in this section.

- Describe the version of the software proposed;
 - Identify the module(s) of the software proposed; and
 - Identify all 3rd party systems/products that are required for the proposed solution to function correctly and to achieve the benefits identified in the proposed solution. Identify who is responsible for purchasing and maintaining licenses for this software and submit any Service Agreements Service Level Agreements or SaaS Agreements for review.
- Offeror must describe the product profile for the product the Offeror is proposing, including: (1) how many maintenance-paying customers; (2) time in market; (3) product growth strategy and objectives; (4) significant functional enhancements or additions; (5) significant technical and/or architecture developments; (6) product acquisition vs. internal development strategy; (7) product differentiators and software delivery strategy (e.g., SaaS, hosted, single-tenant, multi-tenant, etc.); and (8) any industry offerings relevant to the Public Services industry.
 - Offeror must provide information to represent customer and revenue growth/loss trends in the marketplace, and number of active projects.
 - Costs for the software shall be provided in the pricing section of the Offeror, however the Offeror should provide information on option(s) for how RRC would procure the software (e.g., through the Offeror, through a direct contract with the software company, etc.).

3.2.8.1. FUNCTIONAL SOLUTION

3.2.8.1.1. PRODUCT CAPABILITIES AND FUNCTIONS

In addition to the requirements stated above, Offeror must detail any other product capabilities and functions that may be of interest to RRC. Areas of interest to RRC include but are not limited to:

- RRC's key focus areas;
- How the Offeror will support different user roles (e.g., power user, public user, admin, standard user);
- Scalability (e.g., how can product scale as RRC's BI solution capabilities and maturity grows); and
- Varying use cases (e.g., legislative requirements, federal mandates, items considered public information, internal reporting etc.).

3.2.8.1.2. SKILL SET REQUIREMENTS OF PERSONNEL

Offeror must describe the skills, roles and responsibilities needed to use, configure, and support their product, as outlined in this proposal.

3.2.8.2. TECHNICAL SOLUTION

3.2.8.2.1. CONCEPTUAL DESIGN

Offeror must describe at a high-level the Conceptual Design the Offeror envisions for the solution in an easy to understand diagram. The diagram should provide an overview of the proposed solution components including but not limited to applications, integration, data repository(s), analytics tool(s), etc. If appropriate, the diagram can also demonstrate how the solution will expand and evolve over time to meet RRC's needs.

3.2.8.2.2. SYSTEM ARCHITECTURE

Offeror must describe the Proposed Architectural Solution that will enable and support the Offeror’s solution. The Offeror’s approach, at a minimum, must take the following topics into consideration while providing the details:

- Product Solution and Software Development Tools and Languages;
- Database Type and Structure;
- Proposed 3rd Party Software Components (if applicable); and
- Proposed Middleware and Frameworks.

3.2.8.2.3. 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 take the following topics into consideration while providing the details:

- Security Architecture;
- Security Level Management (Role-based access);
- Security procedures and protocols; and
- Ability to lock down access to data by user roles and permissions.

3.2.8.2.4. PROPOSED APPLICATION ARCHITECTURE

Offeror must identify of all supported technology platforms (including supported version numbers) using the table structure provided in *Table 8: Proposed Application Architecture & Platforms*.

Table 8. Proposed Application Architecture & Platforms

| Technology | Platforms (including version numbers) |
|----------------------------------|--|
| Server Operating Systems | <i>Offeror to provide information</i> |
| Databases | <i>Offeror to provide information</i> |
| Integration Middleware | <i>Offeror to provide information</i> |
| Web Browser Compatibility | <i>Offeror to provide information</i> |
| Reporting Tools | <i>Offeror to provide information</i> |

3.2.9. INTEGRATION

Offeror must describe their overall approach and strategy for integrating the proposed solution into the existing RRC environment. Offeror must describe any industry standards that will be followed, as well as approach to testing the integration.

3.2.10. DATA MIGRATION

Offeror must describe its strategy and level of involvement for migrating data from RRC source systems into the proposed solution. This section should include, at a minimum, the following items:

- Description of the methodology to be used in developing migration specifications and the identification of any potential issues;

- Description of all constraints and risks associated with data migration for this project and how the Offeror will address these to ensure a successful migration;
- Description of Technology and tools to be used;
- Roles and responsibilities of Offeror vs. RRC and other stakeholders;
- Description of any iterative data migration proposed, including proposed number of mock runs for data migration;
- Description of anticipated work sessions with RRC staff to validate and test the migration; and
- Description of Offeror's experience migrating data from mainframe sources in previous experience, including identifying any proposed staff that has experience in this area.

3.2.10.1.1. REPORTING & ANALYTICS

Offeror's solution must support complex reporting needs, data analysis, and business intelligence. Offeror must provide detailed information regarding:

- Design approach and methodology for reporting and analysis.
- Development approach and methodology for reporting and analysis.
- Relevant technology, tools, and capabilities of proposed solution.
- Methodology for estimating level of effort for reports of low, medium, and high complexity and how that will inform Work Order planning during Phase 2.

3.2.10.1.2. COMPLIANCE

RRC is subject to various regulations including, but not limited to, the Texas Administrative Code (TAC) and the DIR's 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:

- TAC 202 (Security Standards);
- TAC 206 (Accessibility Standards for Websites);
- TAC 213 (Accessibility standards for anything else); and
- DIR's Data Classification Management Policy.

3.2.11. IMPLEMENTATION APPROACH & UNDERSTANDING (TAB F)

3.2.12. SCHEDULE AND WORK PLAN

Offeror must submit an implementation schedule and high-level work plan to meet the requirements and deliverables of this solicitation. The schedule should identify an overall timeline, with key start dates and end dates for major project milestones, including any phased deployments proposed and assumptions that correspond to the section below: Implementation Approach & Deployment Plan.

For the purposes of estimating the project schedule, please consider the following:

- Vendor must complete all work under any resulting multiphase contract within an original contract term ending no later than August 31, 2022.

- RRC estimates Phase 1 should take approximately 3-4 months depending upon the Offeror's implementation strategy. Phase 2 would then be comprised of the remaining original contract term.

3.2.12.1. STAFFING REQUIREMENTS AND PROPOSED ORGANIZATIONAL CHART

Offeror must include in this section a list of the Offeror's proposed project team key personnel. Offeror must include a resume for each project team key member as well as staff members who will be assigned project management and operations management (day to day) roles or such other assignments to critical project activities and/or segments.

Information required includes:

- List of all Offeror's personnel, including subcontractors, by name and title, who will be assigned to RRC's project in a project management or operations management role and/or such other assignments to critical project activities and/or segments. Offeror's list under this requirement must include, at a minimum, identification of Offeror's senior project staff within the following types of roles (or similar alternatives): Project Manager, Project Technical Architect, Project Data Architect, Project Lead Developer, Project Business Analyst, Project Quality Assurance Manager, and Project Contract Manager.
- Organizational chart representative of Offeror's project team members, including Offeror's staff and Offeror's subcontractor's staff, titles/roles, chain of command within project structure, and proposed interfacing within Offeror's team and with RRC project team.

3.2.13. PROJECT MANAGEMENT APPROACH

The Offeror should describe their approach to overall project management and integration of all activities required by the RFO. This section should include:

- Project Management Methodology (and compliance with Project Management Institute standards);
- Communications Management Approach;
- Issue Resolution Methodology;
- Risk Management Methodology;
 - Describe approach to risk management.
 - The Offeror must identify key implementation risks and risk mitigation strategies of the solution based on prior Offeror experiences.
 - Offeror must provide a sample risk register that will be used throughout project implementation to identify, monitor and control risk and its compliance with the Texas Project Delivery Framework.
- Quality Management Methodology;
 - Description of quality management approach and methodology.
 - Proposed metrics for reporting on quality throughout the project and its compliance with the Texas Project Delivery Framework.
- Configuration Management Methodology; and
- Change Control Methodology;

- Recommendations on governance and how the Offeror will ensure the required structure and processes are in place and supported throughout the implementation.

Include how the Offeror will fulfill the additional requirements identified in *Section 2.1.6 Additional Vendor Project Management Responsibilities* related to status reporting, schedule management, and meeting minutes, etc.

3.2.14. IMPLEMENTATION APPROACH & DEPLOYMENT STRATEGY (TAB G)

The Offeror shall demonstrate a clear and concise understanding of the project and clarify any major issues or concerns. This section shall include a narrative overview of how the proposed solution will be implemented to optimally meet and/or exceed RRC's requirements. Offeror's approach must demonstrate Offeror's experience, expertise, and ability to plan and complete all work required under a Contract arising from this RFO.

The implementation of this project will occur iteratively through the use of Work Orders, including a phased delivery of functionality to various user groups to mitigate implementation risk and mirror progress in the mainframe modernization initiative. The iterative software development approach should result in early prototypes and review of actual system functionality, and end users interacting with the solution early in the project.

3.2.15. IMPLEMENTATION APPROACH & METHODOLOGY

Offer must include elaboration of, and details related to, the following:

- Introduction / summary of Offeror's approach to meeting the objectives of the RFO.
- Offeror must provide a narrative that identifies the implementation lifecycle approach that the Offeror will apply to the Project (appropriate to the scope, magnitude, and complexity of the solution).
- Offeror should describe their approach to implementing Iterative Waterfall projects and fully describe all stages of development and major activities that shall occur.
- For each work stream, Offeror will provide a well-articulated and concise narrative that fully describes the Offeror's methods, tools, accelerators, frameworks, etc., associated with the Offeror's proposed approach to fulfill the roles and responsibilities described.
 - Phase 1 – Describe how the Offeror will approach developing the required deliverables, with particular focus on the Proof of Concept and the Implementation Proposal.
 - Phase 2 – Describe how the Offeror will work with RRC to scope the Work Orders, how the Offeror will estimate the cost of Work Orders, and how the Offeror will develop and deploy the software iteratively.
- Include any and all assumptions the Offeror is making with respect to RRC's role/staffing as well as the role and contribution of any key third parties the Offeror is including in its proposal.
- Describe in detail how the Offeror will organize its team and leverage its methodology to deliver an enterprise wide solution while achieving deployment synergies resulting in a cost-effective, high quality, and accelerated deployment.
- Describe how the Offeror proposes to execute a phased approach with RRC's project teams to seamlessly transition to the required support structures and processes with minimal business disruption.

- Describe how the Offeror proposes to continue to implement subsequent phases while simultaneously providing the necessary support and maintenance for Work Orders that are already in or have gone into production.
- RRC is required to follow the State of Texas DIR Project Delivery Framework process, including Framework Extensions, therefore any Offer must include creation of artifacts required under the Texas DIR Project Delivery Framework. Describe experience developing Texas Project Delivery Framework artifacts.

3.2.16. REQUIREMENTS DEVELOPMENT & DESIGN

The Offeror must provide their proposed requirements analysis and design approach for the implementation. This information must include the Offeror's approach to meeting the following activities.

- Requirements Analysis
 - Offeror's proposed strategy to validate and elaborate on the original functional and technical requirements from the RFO to ensure common understanding of expectations of solution as a prerequisite to the design stage.
 - Offeror's proposed approach to requirements/user story management and traceability throughout all stages of the project (analysis, design, development, testing, and deployment). Identify a tool, if any, that will be used (e.g., JIRA.).

- Design

Offeror must provide their approach to detailed requirements gathering (e.g., design-level requirements) that should address the following:

- Review of current state business process documentation and interviews with RRC Staff to ensure understanding of the RRC's existing business operations and existing challenges;
- Review of current artefacts, such as existing forms, screens, and reports to ensure accurate inputs and outputs are accounted for in the design of the future solution;
- Visioning workshops and discussions to: (1) identify opportunities to streamline existing processes through automation and the Offeror's solution capabilities; and (2) collect detailed design requirements for configuration of the reports;
- Approach to conducting joint application design sessions with RRC stakeholders, any prototyping that will occur, and how RRC stakeholders will be exposed, early on and throughout the design/development process, to how the system will look and function;
- Approach to documenting design-level requirements, including design-level user stories and/or report specifications; and
- Approach to validating and finalizing design specifications as a prerequisite to the Development stage.

3.2.16.1. DEVELOPMENT AND TESTING

The Offeror 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 Offeror 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 Offeror 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 Offeror definition of a “defect” and an “enhancement”);
- The Offeror 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 Offeror should describe the role(s) they expect RRC to perform during each test phase. In this description, Offerors should clearly identify the activities the agency will be responsible for performing and avoid generic terms, such as “jointly” and “collaborate.”

3.2.17. KNOWLEDGE TRANSFER AND TRAINING APPROACH

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

3.2.18. PRODUCTION SUPPORT AND TRANSITION

- Production Support and Transition Approach

- The Offeror must provide their proposed production support and transition approach. The Offeror's proposal must provide information that can be used by the RRC to evaluate the Offeror's knowledge of, and intended approach to, provide production support and transition.
- Offeror must provide labor categories and hourly rates.
- Description of the production preparation and support proposed.
- Description of the transition approach and methodology proposed, including how the Offeror will manage working software in production while also continuing to develop new technology for future deployment.
- **Maintenance & Operations and Support**
 - This section should address the Offeror's approach and methodology to provide optional application management, technical support, system enhancements, and other related support activities.
 - Proposed software license agreements and maintenance agreements.
 - As an initial, general response to this section, describe Offeror's approach to service level management and provide a response to the Service Level Requirements identified by RRC in Section 2.1.6.4 including: proposed measurements; proposed service levels; strategy for documenting service levels and performance against such service levels; and format and frequency of reporting. Specify the mechanisms, tools and techniques Offeror intends to put in place to meet, measure, report and improve upon these service levels.
 - Patch/Upgrade Support:
 - Offerors must clearly and succinctly describe patch and upgrade support services and service levels to ensure that a high-quality release management strategy can be executed during and after implementation;
 - Offerors must describe release strategy and typical schedule (quarterly, annually) with respect to patches, point upgrades, and major release upgrades. As part of this response, Offeror must address their position on version compliance to remain on support and any options clients may have to defer patches/upgrades;
 - Offerors must describe what tools and documentation are provided to facilitate a high-quality patch or upgrade effort;
 - Offerors must describe any differences in patch/upgrade support options and services for client hosted vs. single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered; and
 - Offerors must describe any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.

3.2.19. ENHANCEMENTS

- Offeror must provide a description of their management approach to application enhancements, such as assessment of change impact, estimation of required effort to implement the change, and change approval requirements.
- Offeror must provide a description of the technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment.
- Offeror must describe their approach to process future enhancement requests, including methodology for pricing and future available resources to fulfill enhancement requests.

3.2.20. ASSUMPTIONS / EXCEPTIONS (TAB H)

- Offeror must identify all assumptions made about project scope that inform the project approach and costs included within the Offer.
- Offeror must provide an explanation of submitted documentation not otherwise captured or addressed within the RFO, but which Offeror has included as a material component to the Offer.
- Offeror must provide a clear, concise, detailed explanation of Offeror's exceptions taken, if any, to terms and/or conditions of this RFO.
- If Offer includes any services beyond or alternate to those specifically requested, the additional goods and/or services must be clearly identified, defined, and explained within the Offer. If Offeror is proposing alternate goods and/or services that do not meet the specific requirements of this RFO, but in the opinion of the Offeror are equivalent or superior to those specifically requested, Offeror must identify and explain in detail within this section the alternate goods and/or services and Offeror's belief of the specific features and qualities attributable warranting designation of the alternate goods and/or services as equivalent or superior to those specified within this RFO.

3.2.21. STAFF RESUMES & REFERENCES (TAB I)

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. Offer must include, at a minimum, resumes for all Offeror's personnel identified on Offeror's list submitted for compliance with Section: 3.2.12.1 Staffing Requirements and Proposed Organizational Chart. 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.

3.2.22. MANDATORY DISCLOSURES (TAB J)

3.2.23. 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.

3.2.24. 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.

3.2.25. 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.

3.2.26. PRICING (TAB K)

An Offer shall include pricing information applicable to Phase 1 known deliverables identified within the Statement of Work, Phase 2 Work Orders, and yearly Production Support & Hosting costs. Pricing information shall be reported within the Pricing Workbook (see *Attachment 6 Pricing Workbook*). Offerors should verify the calculated prices are correct and sum accurately.

Describe all hardware, software and service components required (including product maintenance rates and associated privileges for bug fixes, upgrades and new versions), with associated prices. Also include costs for recommended or required training and professional services. Independent of the quote for RRC's specific requirements, please provide details of all available licensing options (perpetual, non-perpetual, subscription-based or other).

Project and contract delivery shall be completed through a multiphase contract; progression to each phase subsequent to Phase 1 is dependent on results of Phase 1 or later. An Offer must include proposed pricing to complete Phase 1 deliverables and an estimation of costs for Phase 2 and Production Support.

As part of completion of the Phase 1 deliverables, Offeror shall provide within the Implementation Offer, proposed pricing for Offeror's recommendation of Data Warehouse/Business Intelligence applications deemed most appropriate to accommodate RRC needs and the applicable pricing for delivering the customization, integration, and implementation of Offeror's recommended Data Warehouse/Business Intelligence applications.

3.2.27. REQUIRED RRC RFO ATTACHMENTS (TAB L)

Within this section of the Offer, an Offer must include a properly completed copy of the required RRC RFO Attachments listed below. Failure to include each and all the Required RRC RFO Attachments will result in the Offer being deemed nonresponsive to the RFO and disqualified from consideration of Contract award. The Required RRC RFO Attachments applicable to this RFO include:

- RFO Attachment 1: Offeror's Statements and Covenants
- RFO Attachment 2: Vendor Information Security Agreement (VISA)
- RFO Attachment 3: Offeror's Qualifications Statement
- RFO Attachment 4: HUB Subcontracting Plan form

- RFO Attachment 6: Pricing Workbook

Table 9 RRC RFO Attachments below is provided *as a general guide only* so that Offeror may note certain RRC RFO Attachments that are required to be returned with the Offer submitted. **Table 9. RRC RFO Attachments of this RFO is not intended as a minimum, comprehensive, or exhaustive checklist of required elements of an Offer.** Offeror is solely responsible for review and understanding of the entire RFO including all terms, conditions, specifications, attachments, and addenda, if any, issued and for ensuring a submitted Offer contains all required elements and forms to be considered responsive to the RFO.

Table 9. RRC RFO Attachments

| <u>Attachments</u> | <u>Return with Offer</u> |
|---|---------------------------------|
| Attachment 1: Offeror’s Statements and Covenants | Yes |
| Attachment 2: Vendor Information Security Agreement | Yes |
| Attachment 3: Offeror’s Qualifications Statement | Yes |
| Attachment 4: HUB Subcontract Plan (HSP) form | Yes |
| Attachment 5: HUB Subcontract Plan Prime Contractor Progress Assessment Report (PAR) | No |
| Attachment 6: Pricing Workbook | Yes |
| Attachment 7: Performance Bond | No |
| Attachment 8: Surety Consent to Final Payment | No |
| Attachment 9: Progress Payment Affidavit | No |
| Attachment 10: Final Payment Affidavit | No |
| Attachment 11: Sample RRC Contract | No |
| Attachment 12: Deliverable Acceptance Voucher | No |
| Attachment 13: RRC Work Order Process | No |
| Attachment 14: RRC Notice to Proceed Process | No |
| Attachment 15: RRC Sample Notice to Proceed | No |
| Attachment 16: RRC Change Management Process | No |
| Attachment 17: RRC Change Request Form | No |

In addition to the Required RRC RFO Attachments, an Offeror must include within the “Offeror’s Submittals” section any additional statements, including any statements arising from *section 3.1 Submittal Instructions* of this RFO, 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.

PART 4: GENERAL TERMS AND CONDITIONS

4.1. COMPLIANCE WITH RFO AND CONTRACT

By submitting a response, acknowledging and accepting the Contract, or delivering any services under the Contract, 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, at its sole discretion, may disqualify an Offer from consideration if RRC determines an Offer is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in the RFO.

4.2. MISUNDERSTANDING OR LACK OF INFORMATION

Offerors submitting an Offer to the RFO must be thoroughly informed concerning all relevant facts, data, site conditions, and estimates required for the purpose of assembling an Offer and concerning all difficulties that may be encountered in managing or operating the project under the Contract.

4.2.1. No plea of ignorance of existing site conditions or difficulties that may be encountered during performance of the work 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.

4.2.2. 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 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.

4.3. 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 Contract. If Offeror fails to notify RRC's point of contact for the Contract of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, Offeror's submittal of an Offer 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.

4.4. 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.

4.5. NO ALTERATIONS OR WITHDRAWALS OF OFFER AFTER DEADLINE

Offers cannot be altered or amended after the Offer due date and time specified in Part II of the RFO. Any alterations made before the Offer due date and time must be initialed by Offeror or Offeror's authorized agent. Offers submitted cannot be withdrawn after submission deadline. However, upon receipt of Offeror's written request to withdraw their Offer, RRC may, but not must, in its sole discretion approve the request to withdraw an Offer.

4.6. ATTACHMENTS

Any terms and conditions attached to Offeror's Offer will not be considered unless specifically referred to in the Offer. 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 Offer.

4.7. BINDING EFFECT OF OFFER

Unless otherwise agreed in writing and signed by RRC, Offeror agrees to and is bound by the information and documentation provided with the Offer, including prices quoted for services. By submitting an Offer Offeror commits to providing the goods and services required at the prices set forth in the Offer and that Offer prices remain valid for 180 calendar days following the Offer due date and time. Upon award of Contract, prices shall remain fixed and guaranteed for the entire Contract period.

4.8. 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.

4.9. TIE OFFERS

Consistent and continued tie Offers could cause rejection of Offers by RRC.

4.10. REJECTION OF OFFER 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 Offers 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 Offer 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.

4.11. OFFEROR COSTS

Offeror shall bear all costs and expenses associated with preparation and submission of an Offer, including costs associated with submission of all required documents and all copies of all documents. 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 SOW; no alternate pricing or additional costs will be paid.

4.12. OFFEROR IDENTIFICATION

Prior to award of Contract, Vendor must provide Vendor's Texas Identification Number (TIN) issued by the Texas Comptroller of Public Accounts.

4.13. 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 Offer shall not become a contract with RRC unless, until, and to the extent RRC issues a fully executed Contract and Notice of Award to the successful Vendor. RRC in its sole discretion reserves the right to reject any or all Offers, all or any part

of any Offer, waive minor technicalities, negotiate pricing and Contract terms and conditions with all Vendors or no Vendors, and award a Contract in the best interests of the State of Texas and RRC.

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

Prior to 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 issue another RFO for the goods and/or services described in this RFO.

4.14. LIMITATION ON AUTHORITY, NO OTHER OBLIGATIONS

Vendor will 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.

4.15. NO OTHER BENEFITS

Vendor has no exclusive rights or benefits other than those set forth within the Contract.

4.16. 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, Change Notices (if any), the RFO (including addenda, if any), and the Offer.

4.17. ORDER OF PRECEDENCE; PROHIBITED EXCEPTIONS

4.17.1. ORDER OF PRECEDENCE.

In event of 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,

- b. The RFO and Addenda (if any), and
- c. The Offer.

4.17.2. PROHIBITED EXCEPTIONS

Unless expressly accepted in writing by RRC, the following exceptions within any Offeror's Offer 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.

4.18. STATEMENT OF WORK, PERFORMANCE

Vendor shall provide the requested services in the manner described in this RFO. In 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.

4.19. 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 in execution of the work. Vendor acknowledges and accepts all time limits will be strictly construed and rigidly enforced.

4.20. WORK ORDER COMPLETION AND LIQUIDATED DAMAGES.

4.20.1. WORK ORDER PERIOD.

Work Orders shall be issued under the Contract and must be completed within the specified number of days noted, and commencing on the date stated, in the Notice to Proceed of the Work Order.

4.20.2. LIQUIDATED DAMAGES VALUE

RRC has determined that the completion of each Work Order under the Contract is critical to meet RRC's regulatory obligations, and the Contractor's failure to complete any Work Order within the required time will cause damage to RRC and operations related to Information Technology Services. Since exact damages are difficult to determine or forecast, **the sum of three percent (3%) of the total Work Order value charged per calendar day** is hereby established by the Parties as a reasonable estimate of just compensation to RRC for failure of Contractor to complete work specified in a Work Order by the date set forth in writing within the Work Order or written, authorized extension thereto. Said sum will be deducted from the money due or to become due to Contractor, not as a penalty, but as liquidated damages and added expense including administrative and inspection costs for each and every calendar day the

work or any portion thereof shall remain incomplete after the expiration of the time limit set forth in writing within the Work Order or written, authorized extension thereto.

4.20.3. CALCULATION OF LIQUIDATED DAMAGES

Charges for liquidated damages will begin accumulating on the first calendar day following the final completion date set forth in writing within the Work Order or written, authorized extension thereto, and continue until the date of actual, final completion date as established by RRC. Final completion of each Work Order will not be issued until all required work under the Work Order has been completed, as verified by RRC.

4.21. ASSIGNMENTS AND SUBCONTRACTORS.

Vendor shall not assign Vendor's rights, or delegate the performance of Vendor's duties, under the Contract without prior written consent of RRC. Any attempted assignment in violation of this provision is void and without effect.

4.21.1. 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.

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

4.21.3. 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 *Attachment 4 Hub Subcontracting Plan Form*).
- 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.

4.22. 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 one or more deliverables. When submitting request by email, Vendor shall include Vendor's invoice, all additional documents required by Contract, and a completed "Vendor's Progress Payment Affidavit" or "Vendor's Final Payment Affidavit," as applicable to the payment request, as attachments to the email. Vendor shall also mail within three (3) business days the original, signed and notarized Vendor's Progress Payment Affidavit or Vendor's Final Payment Affidavit, as applicable to the payment request, to RRC designated Contract Manager. Each Vendor's invoice shall reflect a single Contract and all and only items related thereto which have been delivered, inspected, tested, evaluated, and accepted by RRC within the Contract performance period concluding on the invoice date.

4.22.1. COMPLIANCE WITH TEXAS GOVERNMENT CODE 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 Texas Government Code Chapter 2251 relating to prompt payment for goods and services under a contract issued by a state agency. Texas Government Code 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.

4.22.2. PROGRESS PAYMENTS. NOTE: THIS CONTRACT REQUIRES 5% RETAINAGE WITHHELD ON ALL PROGRESS PAYMENTS.

Payment requests under the Contract shall be deliverables-based unless otherwise approved in writing by RRC. Upon Offeror's completion of one or more deliverables, and upon RRC's acceptance thereof, Vendor shall submit a properly prepared, itemized invoice accompanied by all additional documents required by Contract, as a Contract progress payment equal to **95%** of the value the invoiced deliverable(s) completed by Offeror and accepted by RRC. Each invoice and all additional documents required by Contract shall be accompanied by a completed "Progress Payment Affidavit" (see Attachment 9.)

4.22.3. FINAL PAYMENTS

Upon Offeror's completion of all final, not previously invoiced, deliverables, and upon RRC's acceptance thereof, Vendor shall submit a properly prepared invoice as Vendor's request for final payment under the Contract. Upon Vendor's submittal of a properly prepared, itemized invoice accompanied by all additional documents required by Contract, final payment may be made by RRC in accordance with Texas Government Code Chapter 2251. Vendor's final payment request shall reflect value for 100% of the value of work performed by Vendor and accepted by RRC, but not previously invoiced by Vendor, and shall include invoicing for all retainage previously withheld under the Contract. Vendor's final payment invoice and additional documents required by the Contract shall be accompanied by a completed "Final Payment Affidavit" (see Attachment 10.)

4.23. INVOICE REQUIREMENTS

4.23.1. VENDOR'S INVOICE MUST CLEARLY REFLECT THE FOLLOWING:

- a.** RRC Contract Number;
- b.** RRC Purchase Order Number;
- c.** RRC bill to information;
- d.** Vendor company name;
- e.** Vendor address;
- f.** Vendor remit payment to information;
- g.** Vendor Texas Identification Number (TIN) assigned by Texas Comptroller of Public Accounts;
- h.** Invoice date;
- i.** Invoice number (may not be duplicate invoice number from prior invoice submitted);

- j. Date(s) of delivery of services and/or goods; and
- k. Description of services.

4.23.2. 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.

4.24. AUTHORIZATION OF PAYMENT

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

4.25. NON-REIMBURSABLE ITEMS

RRC will not reimburse for travel, meals, lodging, or other related expenses unless specifically provided for under the Contract and approved in writing by an authorized RRC representative. 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; and (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://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>.

4.26. 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.

4.27. 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) calendar days any funds erroneously paid by RRC or which are not expressly authorized under the Contract.

4.28. RECORDS MAINTENANCE, RETENTION, AND AUDIT

Vendor 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 Vendor 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.

Vendor 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 Vendor pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Agency 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.

4.29. INDEMNIFICATION

4.29.1. 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, SUBVENDORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBVENDORS 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.

4.29.2. 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.

4.30. INFRINGEMENT: PATENT, TRADEMARK, COPYRIGHT, AND OTHER INTELLECTUAL PROPERTY

4.30.1. 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, SERVICEMARK, 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 SERVICES 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 AGENCY 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 AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OFFEROR OR IF AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND OFFEROR WILL PAY ALL REASONABLE COSTS OF AGENCY'S COUNSEL.

4.30.2. 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.

4.30.3. 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.

4.31. 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) calendar days after Vendor's receipt of RRC's written notice of amount due. This provision survives the termination or expiration of the Contract.

4.32. INSURANCE REQUIREMENTS

Time is of the essence. Vendor shall submit to RRC a complete, current, certificate of insurance not later than ten (10) calendar days after RRC's issuance of written Notice of Intent to Award.

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.

4.32.1. 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.

4.32.2. 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 30day 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.

- 4.32.3.** 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.
- 4.32.4.** Offeror’s Proposal 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).
- 4.32.5. MINIMUM CONTRACTUALLY REQUIRED INSURANCE TYPES AND COVERAGE**

Table 10. Minimum Contractually Required Insurance Types & Coverage

| Insurance Type | Each Occurrence/Aggregate |
|---|---|
| <u>Workers’ Compensation</u> | Within statutory limits/Texas Workers’ Compensation Act. |
| <u>Employer’s Liability</u> Bodily Injury by Accident Bodily Injury by Disease | \$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit |
| <u>Commercial General Liability</u> Includes liability arising out of all locations and operations of Offeror, 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. | <u>Bodily Injury and Property Damage</u> \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit \$2,000,000 Product-Completed Operations Aggregate Limit \$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> Errors and Omissions Liability policy | \$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit |
| <u>Cyber Liability</u> Including first and third party coverages: loss or damage to electronic data, extra expenses incurred to avoid or minimize RRC system shutdown or failure, notification costs, network security liability, network privacy liability, crime coverage (computer fraud, funds transfer fraud, cyber terrorism). | \$5,000,000 Each Occurrence \$10,000,000 Aggregate |

4.33. 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:

4.33.1. TERMINATION OR CANCELLATION FOR CONVENIENCE.

a. Mutual Agreement

Upon the mutual written agreement of RRC and Vendor, the Contract may be terminated or canceled.

b. 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) calendar days written notice to Vendor.

4.33.2. TERMINATION OR CANCELLATION FOR CAUSE.

a. Breach of Material Term

Either party may, upon giving thirty (30) calendar 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) calendar 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) calendar days of the termination or cancellation.

If RRC does not receive the refund within thirty (30) calendar days, the Contract amount and monthly invoice will be reduced during the next billing cycle based on the services canceled.

b. 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.

c. 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.

d. Availability of State Funds, Legislative Action, Necessity of Performance

The Contract is subject to termination or cancellation, without penalty to RRC, in either whole or in part, subject to the availability of state funds. RRC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If RRC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either RRC's or Vendor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or canceled and be deemed null and void. In the event of a termination or cancellation under this Part, RRC will not be liable to Vendor for any damages which are caused or associated with such termination or cancellation, and RRC will not be required to give prior notice.

e. 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.

f. 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.

4.33.3. IMPLEMENTATION OF TERMINATION.

Vendor shall terminate all work under the Contract to the extent and on the date specified 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.

4.33.4. 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.

b. 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.

4.34. 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.

4.35. INDEPENDENT VENDOR

Vendor shall serve as an independent Vendor in providing services under this 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.

4.36. 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, 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) calendar days, RRC may terminate the Contract immediately upon written notification to the Offeror.

4.37. 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.

4.38. DISPUTE RESOLUTION

Disputes arising under the Contract shall be resolved in accordance with the dispute resolution process provided in Texas Government Code 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.

4.39. COMPLIANCE WITH OTHER LAWS

Vendor shall comply with all laws, regulations, requirements and guidelines applicable to any 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.

4.40. PERMITS, LICENSES, CERTIFICATIONS

Vendor shall obtain and maintain all permits, licenses, 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.

4.41. 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.

4.42. 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 convenience, 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.**

4.43. NO WAIVER

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.

4.44. 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 Texas Government Code Chapter 552 (the "Public Information Act"). In accordance with Texas Government Code §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.

4.45. DISASTER RECOVERY PLAN

Upon request of RRC, Respondent shall provide to RRC the descriptions of Respondent's business continuity and disaster recovery plans.

4.46. PUBLIC DISCLOSURE

Respondent shall not use RRC's name, logo, or other likeness in any press release, marketing material, or other announcement; no public disclosures or news releases pertaining to the RFP or any resulting Contract shall be made without prior written approval of RRC. RRC does not, and shall not, endorse any vendor, commodity, or service. Without obtaining RRC's prior written consent, Respondent 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 RFP, Respondent's Proposal, or the services to which they relate.

4.47. 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.

4.48. PRICE ESCALATION

During the Term of this Agreement the Pricing Workbook (see Attachment 6), shall be subject to adjustment on each anniversary of the Effective Contract Execution Date in accordance with the change in the U.S Bureau of Labor Statics Consumer Price Index ("CPI") as published by the Government of United States. The CPI will be determined based on the percentage increase in the CPI for the twelve (12) month period ending with the calendar month which is three (3) months prior to each anniversary of the Effective Contract Execution Date.

4.49. 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.

4.50. 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.

4.51. OFFEROR'S STATEMENTS AND COVENANTS REQUIRED

Offerors must sign and return the *Offeror's Statements and Covenants* form (see *Attachment 1 Offeror's Statements and Covenants*) which shall be part of Offeror's Offer 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 an Offer being deemed nonresponsive and ineligible for Contract award.

PART 5: SPECIAL TERMS AND CONDITIONS APPLICABLE TO RFO No. 455-20-1001

5.1. PERFORMANCE BONDS

TIME IS OF THE ESSENCE. REQUIRED BONDS SHALL BE SUBMITTED TO RRC NOT LATER THAN TEN (10) CALENDAR DAYS AFTER RRC ISSUES A NOTICE OF INTENT TO AWARD. If Offeror fails to submit required bonds within the time stipulated herein, RRC may disqualify the Offeror from Contract award. In such circumstances, RRC shall be authorized to proceed with award to the next qualified, responsive and responsible Offeror offering the best value to the state as determined by the RRC. If the total awarded Contract price exceeds \$100,000, Offeror shall execute a "Performance Bond" (see *Attachment 7 Performance Bond*) to RRC in the amount of the total contract price. The performance bond is payable to the State in the full amount of the total awarded Contract price and is solely for the protection of the State and is conditioned on the faithful performance of the Contract in accordance with the Contract Documents.

Each required bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Texas and on forms (see *Attachment 7 Performance Bond*) provided by RRC and approved by the Attorney General of Texas. Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code. All Performance Bonds shall be executed by sureties which are licensed to do business in the State of Texas and which are included in the list of companies in the current U.S. Department of the Treasury Circular 570, "Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies," Sections 9304 through 9308 of Title 31 of the U.S. Code Annotated. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Texas Government Code Chapter 2253. If for any reason a performance bond is not honored by the Surety, the Contractor shall fully indemnify and hold RRC harmless of and from any costs, losses, obligations, or liabilities it incurs as a result.

5.2. ELECTRICAL ITEMS

All electrical items (if required under the Contract) must meet all applicable OSHA standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

5.3. SECURE ERASURE OF DATA

All equipment provided to RRC by Offeror that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC Chapter 202.

5.4. PROHIBITED USE OF STATE PROPERTY

Offeror is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.

5.4.1. 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.

5.4.2. Offeror shall not remove State Property from the United States.

5.4.3. Offeror may not use any computing device to access Agency's network or e-mail while outside of the United States. Respondent shall not perform any maintenance services on State Property unless the contract expressly authorizes such services. During the time that State Property is in the possession of Respondent, Respondent shall be responsible for (i) all repair and replacement charges incurred by Agency that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Respondent's use of State Property that exceeds the contract scope. Respondent shall fully reimburse such charges to Agency within ten (10) calendar days of Respondent's receipt of Agency's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Agency under contract, at law, or in equity.

5.5. VENDOR IDENTIFICATION OF KEY PERSONNEL

Prior to start of any work required under the Contract, Vendor must receive written approval of Vendor's list of all Vendor's personnel, including subcontractors, who shall be assigned to RRC's project in a project management or operations management role and/or such other assignments to critical project activities and/or segments ("Key Personnel Roles"). Vendor's list shall include, at a minimum, identification of Vendor's senior project staff within the following types of roles: Project Manager, Project Technical Architect, Project Technical Director, Project Business Analyst, Project Quality Assurance Manager, Project Contract Manager.

- 5.5.1. 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 Contract, throughout the life of the Contract, without prior written consent of RRC.
- 5.5.2. Vendor shall be solely 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.
- 5.5.3. 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.

5.6. WORK ORDER PROCESS

RRC has determined the most effective communications for work to be performed under the Contract for deliverables within phases subsequent to Phase 1 is through a formal Work Order Process. Vendor shall be required to comply with RRC's Work Order Process designated for this RFO and any Contract awarded (see *Attachment 13 RRC Work Order Process*).

PART 6: APPENDICES

| | |
|------------|---|
| Appendix 1 | Glossary of Terms |
| Appendix 2 | Overview of RRC's Data Environment & Complexities |
| Appendix 3 | Overview of RRC's Oil and Gas Regulatory Responsibilities |

APPENDIX 1 GLOSSARY OF TERMS

For purposes of this RFO, the following definitions and acronyms apply:

Addendum: A modification to this RFO, issued by RRC and posted to the Texas Comptroller of Public Accounts ESBD website (<http://www.txsmartbuy.com/sp>) prior to the due date of Offers.

Best Value: Factors to be considered in determining lowest overall cost and value in making state government procurements.

Business Intelligence (BI): A set of methodologies, processes, platforms, applications, architectures, and technologies that transform raw data into meaningful and useful information used to enable more effective strategic, tactical, and operational insights and decision-making.

CNG: Compressed natural gas.

Contract: The written agreement, if any, executed by the authorized representative of the RRC and the selected Offeror, that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFO, of the respective Parties to the agreement.

Data Lake: A system or repository of enterprise data including raw copies of source system data and transformed data used for tasks such as reporting.

Data mart: A subset structure of the data warehouse environment, typically oriented to serve the needs of a specific business unit, team, region, or functional subject area, and designed to provide easy access to frequently needed data.

Data warehouse: A read-only collection of subject-oriented, historical, non-volatile/unchanging data stored and structured for queries and analyses used in support of an organization's executives and managers in decision-making processes.

DCS: The Data Center Services program, overseen by Texas Department of Information Resource ("DIR"), that enables state agencies to access data center computing as a managed service, rather than owning hardware, software, and hiring staff to operate and maintain IT infrastructure at an individual agency level.

Deliverable: A unit or increment of work required by the Contract, including such items as goods, services, reports, or documents.

FY: Fiscal Year; RRC's FY begins September 1 of one year and concludes August 31 of the following year.

HUB: Historically Underutilized Business as defined by Texas Government Code Chapter 2161.

ISO: Information Security Officer; RRC's Authorized Representative responsible for establishing and maintaining RRC's enterprise strategies to ensure adequate protection of, for, and through information assets and technologies.

IMS/VSAM: IBM mainframe file formats.

IT: Information technology; the design and implementation of computer networks for data processing and communication. IT may include designing hardware for processing information and connecting separate components and may include developing software that can efficiently and faultlessly analyze and distribute data.

LNG: Liquefied natural gas.

LoneSTAR: LoneSTAR is the Texas implementation of RBDMS. See RBDMS below.

LPG: Liquefied petroleum gas.

O&G Division: The Oil and Gas Division of the Railroad Commission of Texas.

Offer: A response submitted to RRC as a result of this RFO solicitation.

Offer Documents: An Offeror's documents submitted in response to this RFO, including all required documents, the acknowledgement of individual and all posted addenda, and any warranty documents required under the contract.

Offeror: An individual or entity who submits a response to this RFO and who may be awarded a contract to deliver goods or services to RRC.

PDF: Portable Document Format; a file format used to present documents in a manner independent of application software, hardware, and operating systems.

RBDMS: (now referred to as LoneSTAR): Risk Based Database Management System; RBDMS is the Oil & Gas transactional system from which Mainframe applications are being migrated from.

RFO: This Request for Offers document and all exhibits, attachments, and appendices 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.

RRC: The Railroad Commission of Texas, and the state agency responsible for issuance of this RFO.

RRC Authorized Representative: The individual authorized to make decisions on behalf of RRC.

SLA: Service Level Agreement; part of a standardized service contract that formally defines specifications applicable to performance standards of services to be delivered under the agreement.

Solicitation and Contract Documents: Those documents identified as a component of the RFO, 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 RFO document set, and those documents identified as a component of the Contract agreement between RRC and the Offeror awarded a contract arising from the RFO.

SOW: Statement of Work; a document that defines project-specific activities, deliverables, and timelines of work to be delivered under a contract. Scope of Work; a section within a Statement of Work that provides detailed specifications of the goods and/or services to be provided under the agreement.

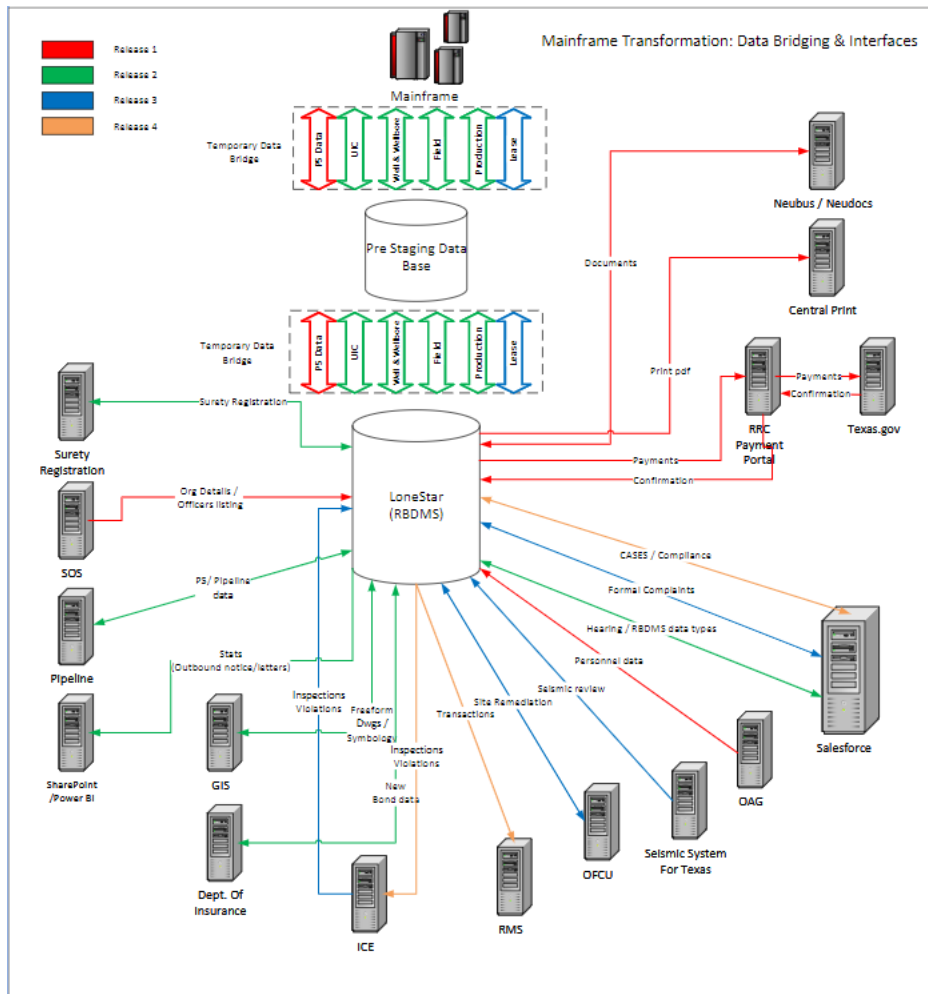
Texas Project Delivery Framework: The Texas Department of Information Resources has created a Project Delivery Framework designed for major, large-scale IT projects. More information can be found at the following link (<https://dir.texas.gov/View-Resources/Pages/Content.aspx?id=16>).

APPENDIX 2

OVERVIEW OF RRC'S DATA ENVIRONMENT & COMPLEXITIES

This Appendix 2 provides an overview of RRC's data environments and complexities. For purposes of this Appendix 2, an application is a collection of related data processes that support a specific business area. An RRC application can have processes occurring on and off the mainframe. *Figure 5. Mainframe Transformation Overview* below represents the release strategy for moving mainframe applications to LoneSTAR (RDBMS). Overview of various interfaces is represented by:

Figure 5. Mainframe Transformation Overview



- Mainframe – IMS/VSAM
 - RRC data exists in disparate environments. Much of the data resides in an IBM Mainframe, where originally all the agencies data processing occurred, in IMS (hierarchical) databases. The mainframe IMS databases have a naming convention that helps indicate what application data an IMS database contains. Mainframe data consists of 30 IMS databases comprised of 347 segments and a few VSAM files which are utilized like database tables. As applications are migrated off the mainframe, the data associated with these applications will be migrated

off as well. No data residing in an IMS database will be directly input into the new reporting/analytics solution. The IMS data will be cleaned and copied off the mainframe to be utilized in a new processing platform (RBDMS). The proposed solution will utilize the data from that RBDMS.

- Non-mainframe – Oracle
 - *Table 11. Oracle Table Overview* contains information related to RRC Oracle tables. The Oracle databases are utilized by on-line Java applications.
- Non-mainframe – Other
 - RRC has a Geographic Information System from which some data may be required for this solicitation. RRC expects that this data is of little significance for this solicitation.

Considerations

Data is shared between the mainframe applications and non-mainframe applications. This occurs by FTPing files from one environment to the other and using data ‘bridging’ via software from Rocket Software. In addition, data may be manipulated using scripts after it is copied from the mainframe in preparation for use by non-mainframe systems. RRC is working to improve documentation for tracking the flow of data between these environments and to determine what data on the mainframe is not transferred off the mainframe at all.

Some RRC business areas utilize Excel or Microsoft Access to capture and manipulate data. Some of this data maybe in scope to be incorporated into the new processing platforms RRC will be migrating to and thus will probably be incorporated from these platforms data repositories into the Offeror’s solution.

Tools

RRC has procured a few data management tools, such as Informatica and Power BI, in relation to this effort. The Offeror may suggest additional or different tools.

Table 11. Oracle Table Overview (May not be complete)

| Application Short Name | Database Schema Owner | Number of Tables | Number of Look-up tables |
|------------------------|---|------------------|--------------------------|
| ICE | T_INS_OWN(107) | 107 | 30 |
| ICE | T_STG_INS_OWN(16) for data sync staging | 16 | |
| GW1 | GW1_OWN(21) | 21 | 10 |
| S13E | SWR13EX_OWN(19) | 19 | 5 |
| DWL | DWL_OWN(18) | 18 | 8 |

| Application Short Name | Database Schema Owner | Number of Tables | Number of Look-up tables |
|------------------------|---|------------------|--------------------------|
| POPS | POPS_OWNER(28) | 28 | 13 |
| PPRM | RM_OWNER(69) | 69 | 25 |
| STACK | SK_INTERNAL_OWNER(11) | 11 | 5 |
| EDMS | PROD.EDS_OWNER(607 tables but only reporting on tables with VH5_ and VUI_ tables) There are 106 tables with these two prefixes. | 106 | |
| W15 | W15_OWNER | 15 | 6 |
| H9 | H9_OWNER | 42 | 21 |
| H15 | H15_OWNER | 17 | 7 |
| H5 | H5_OWNER | 23 | 13 |
| Waste Hauler | WH_OWNER | 28 | 6 |
| ST1 | ST1_OWNER | 26 | 12 |
| CRMS | CR_INTERNAL_OWNER(34) | 34 | 16 |
| DP | DP_OWNER(42) (y) | 42 | 15 |
| CMPL | CMPL_OWNER(210) (y) | 210 | 81 |
| GW10 | GW10_OWNER(64)(y) | 64 | 26 |
| PDQ | (RRCBIP/RRCDW)PDQ_OWNER | 24 | |
| EWA | DataSourceOracleEWA - DP_EWA_OWNER (for online reporting) | 54 | |

| Application Short Name | Database Schema Owner | Number of Tables | Number of Look-up tables |
|------------------------|---|------------------|--------------------------|
| H10 | H10_OWNER(70) | 70 | 23 |
| LUPD | LUPD_OWNER(16) | 16 | 4 |
| OFCU | OFCU_OWNER(359) | 359 | 125 |
| P4/P5 | P5_OWNER(71) some tables are not used, only P4 tables are used | 71 | 20 |
| PLI | GM_OWNER(59) | 59 | 27 |
| PR | PROD_PR_OWNER(39) | 39 | 6 |
| RMS | RM_OWNER(69) | 69 | 27 |
| SECURITY | PROD_EW_OWNER(114 tables) | 114 | 54 |
| TDRF | TPD_OWNER(99 tables) | 99 | 58 |
| | PROD_OG_OWNER: 71 tables shared by multiple applications, | 71 | |
| | PROD_LOAD_OWNER: 211 tables, 5 views (staging data tables for data transfer, ETL processes) | 211 | |
| REBATE | REBATE_DBA | 35 | |
| TARIFF | GU_DBA | 61 | |
| AFRED | AFRED_DBA | 10 | |
| LIS | LPG_DBA – going to be part of IETRS | 313 | |
| TERP | TERP_OWNER | 48 | |

| Application Short Name | Database Schema Owner | Number of Tables | Number of Look-up tables |
|------------------------|---|------------------|--------------------------|
| HAZWST | HW_DBA | 39 | |
| USPS | USPS_USR() | | |
| GP | GP_DBA | 59 | |
| DOE | DOE_OWNER | 45 | |
| EOR | EOR_DBA | 22 | |
| PES | PE_INTERNAL_OWNER (164) – going to be part of IETRS | 164 | |
| SMPI | SMPI_OWNER(110) – going to be part of IETRS | 110 | |

Select IMS Database Specifics

The following segments represent **an example** for the type of data the potential first Work Order would contain.

IMS database information concerning IMS records:

One IMS record consists of a single entry in the root segment and all the subordinate segment occurrences related to it. Every database record has a single root segment entry but may have any number of segment occurrences beneath it.

Organization Reporting and Financial Assurance Management (OR) IMS database

Is comprised of 128,700 IMS records in ORP700 which has 23 segments.

Figure 6. Organization Reporting and Financial Assurance Management (OR) IMS database

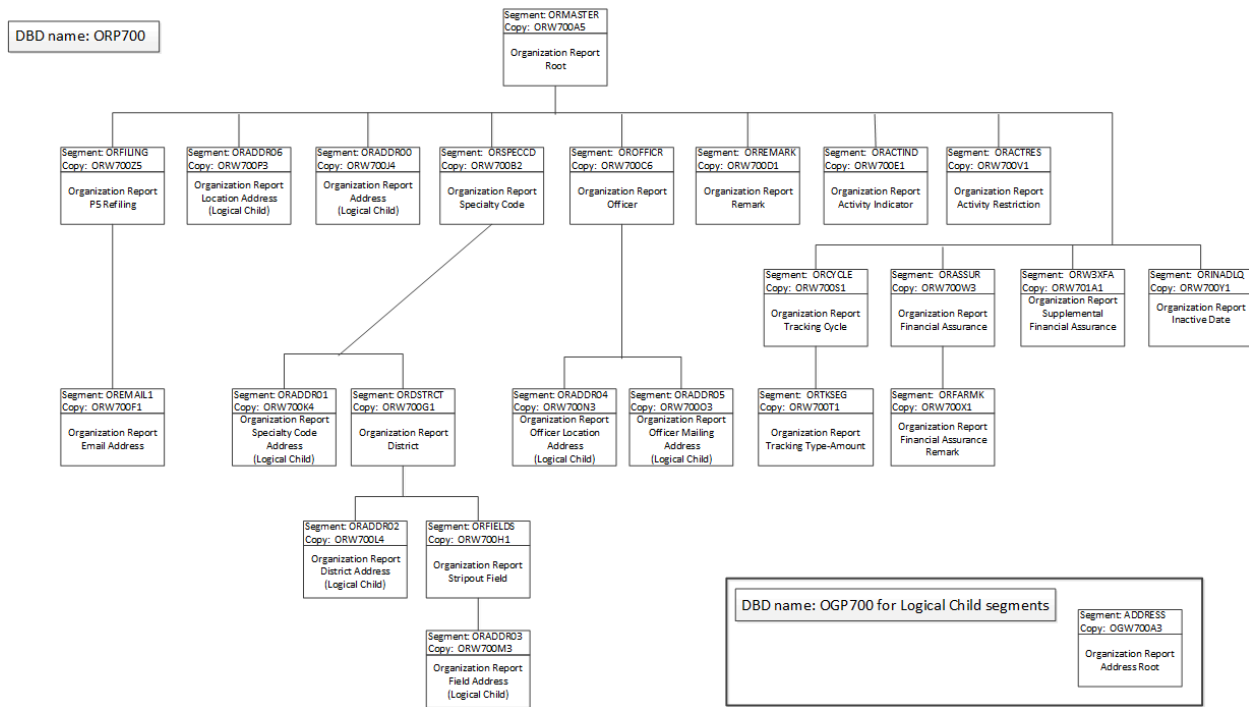
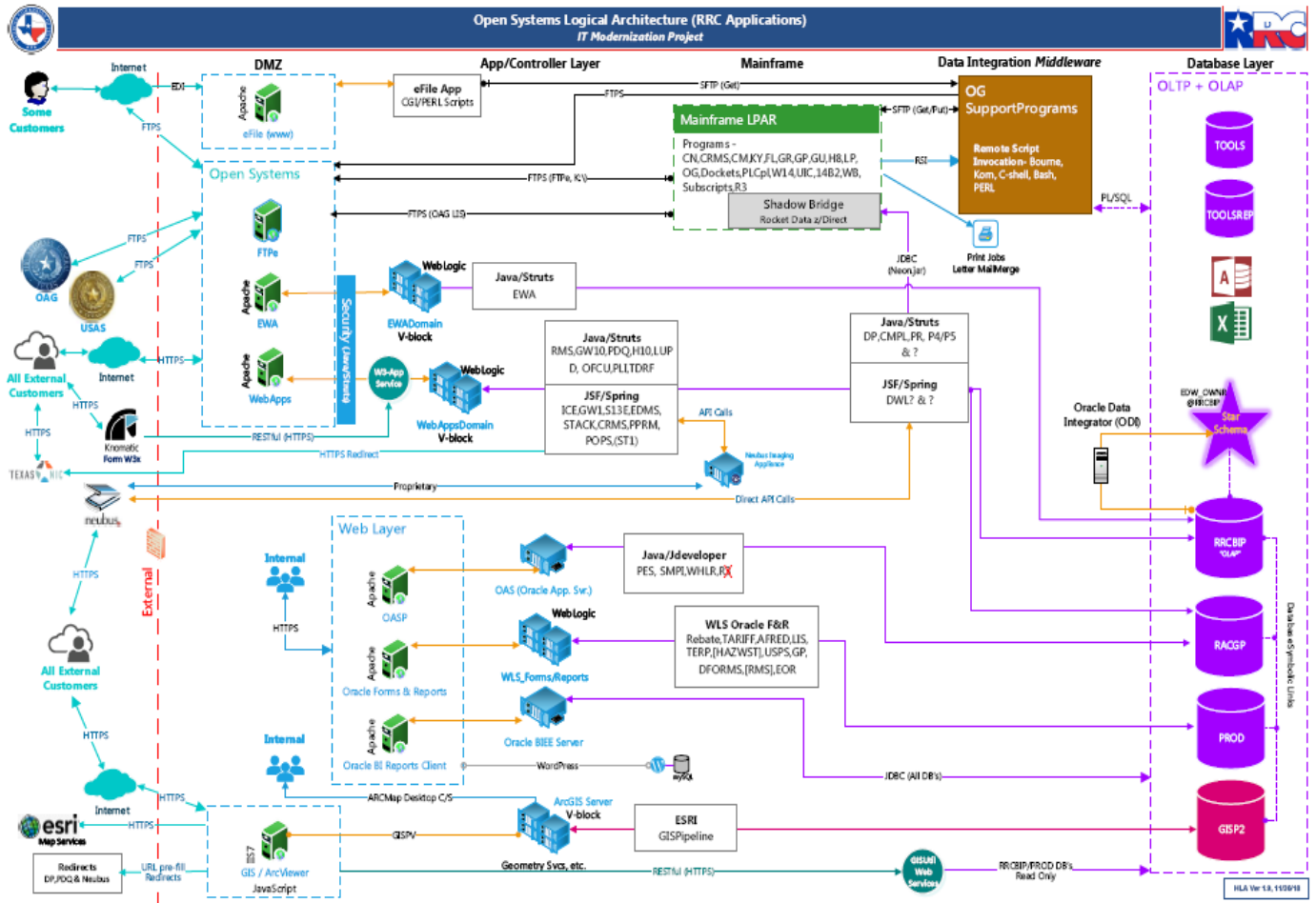


Table 12: List of Mainframe segments (similar to tables) for Organization Reporting

| IMS Segment | # Fields | IMS Segment | # Fields | IMS Segment | # Fields |
|-------------|----------|-------------|----------|-------------|----------|
| ORMASTER | 49 | ORACTRES | 3 | ORADDR04 | 12 |
| ORFILING | 47 | ORCYCLE | 1 | ORADDR05 | 12 |
| ORADDR06 | 12 | ORASSUR | 48 | ORTKSEG | 7 |
| ORADDR00 | 12 | ORW3XFA | 16 | ORFARMK | 3 |
| ORSPECCD | 3 | ORINADLQ | 11 | ORADDR02 | 12 |
| OROFFICR | 18 | OREMAIL1 | 2 | ORFIELDS | 3 |
| ORREMARK | 3 | ORADDR01 | 12 | ORADDR03 | 12 |
| ORACTIND | 3 | ORDISTRCT | 2 | | |

Figure 7. RRC Data Processing Environment



APPENDIX 3
OVERVIEW OF RRC’S OIL AND GAS REGULATORY RESPONSIBILITIES

Summary

This Appendix 3 provides an overview of size and complexity of RRC’s oil and gas regulatory responsibilities. RRC has a web-based portal that provides online filing for many high-volume activities, while the RRC mainframe is the system of record for all oil and gas data. Reducing dependence on aging mainframe technology is a primary factor driving this project. Within RRC’s Oil & Gas Division, RRC has identified several focus areas as potential starting points for implementation.

RRC Oil and Gas Online Filing Statistics

Table 13. Online Filings reports volume of online filings for high volume forms submitted through the RRC Online portal. Additional statistics are provided with each of the initial areas of focus. Note: Reports in this context are forms/applications submitted to RRC and are not considered a report in the context of a Data Warehouse.

Table 13. Online Filings

| Type of Online Filing | Total Volume (September 2017 to August 2018) |
|--|---|
| Production Reports | 2,385,999 |
| Drilling Permits (W-1) | 17,023 |
| Completion Reports (W-2/G-1) | 17,840 |
| Annual Injection/Disposal Well Monitoring Reports (H-10) | 46,800 |
| Oil Well Status Reports (W-10) | 86,215 |
| Gas Well Status Reports (G-10) | 48,309 |
| Groundwater Advisory Protection Determinations (GW-1) | 12,370 |
| Exceptions to Statewide Rule 13 | 5,504 |
| Digital Well Logs | 8,048 |
| Organization Report (P-5) forms | 7,462 total for 8,233 active operators |
| Inactive Well (W-3X) forms | 28,408 |
| Certification of Surface Equipment Removal for an Inactive Well (W-3C) forms | 9,805 |

RRC Oil and Gas Mainframe Applications

Table 14. *RRC Oil and Gas Mainframe Applications* provides a high-level review of RRC mainframe applications that are the system of record for oil and gas data and processing at RRC. Note: There are additional business areas not depicted in Table 14.

Table 14. *RRC Oil & Gas Mainframe Application*

| APPLICATION | DESCRIPTION |
|-------------------------------|---|
| Managing Operators | |
| Organization Report (P-5) | All companies regulated by RRC and engaged in a business related to the Texas oil and gas industry are required to file Form P-5 (and its related forms) annually. These forms reflect the organization of the company, officer names, type of company, appropriate address, types of oil and gas related activities they are engaged in, and the type of financial assurance selected to cover all operations. This system tracks organizations and their officers in violation of RRC's rules and regulations, once a final order has been issued by the RRC Commissioners. |
| Lease/P-4 | This application tracks the companies an operator has designated, by lease, as the gatherer or purchaser for oil and gas. This application also tracks leases in violation of RRC rules and regulations by issuing oil severances and gas seals. |
| Permitting | |
| Drilling Permits | This application maintains information of permit applications, approved permits, and permit amendments. This application receives permit data from the online filing module in RRC Online. |
| Commingling | This application maintains information related to the P-17 form, which must be filed to commingle production (liquid) from two or more leases/wells. |
| Flare Vent | This application manages flare/vent permits (Statewide Rule 32). |
| Hydrogen Sulfide | This application identifies those fields in the state which produce hydrogen sulfide gas above the limits prescribed in RRC statewide rules and keeps track of where the operators' emergency contingency plans are located. |
| Natural Gas Policy Act (NGPA) | This application maintains information about applications for category determination of various sections under the Natural Gas Policy Act of 1978. |

| APPLICATION | DESCRIPTION |
|-------------------------------------|---|
| Wells | |
| Wellbore | This application maintains technical data on wellbores, starting with permitting, completion through to plugging. |
| Oil & Gas Well | <p>This application manages data that is specific to an individual well within a wellbore, such as cycle dates, status, classification, schedule, status reports, etc.</p> <p>Data for allowable production is stored within this application.</p> |
| Underground Injection Control | The application maintains information for oil and gas disposal, injection, and storage wells in the state and generates appropriate reports. |
| Inactive Well Plugging & Monitoring | This application maintains a well history of requests for extensions and violations related to statewide rule 14(b)(2). |
| Managing Production | |
| Field | <p>This application maintains information related to oil and gas fields, including absolute open flow fields. It provides access to the general oil and gas information pertaining to individual fields, such as:</p> <ul style="list-style-type: none"> field rules; field remarks; field allocation formulas and their corresponding factors; 49(b) calculations for 49(b) gas fields; allowable statistics for 26 months; production statistics for 24 months; and monthly market demand information for prorated gas fields. |
| Production Reports | All oil and gas production and disposition data are reported monthly. This application handles the editing, storing and reports generation for this data, including pre-printed correction letters and on-line screens to enter corrected amounts. |
| Oil | This application manages oil allowable and production data. |
| Gas | This application manages gas allowable and production data. |
| Schedule Snapshot | Maintain the Snapshot Database; a snapshot of what a well looks like (per cycle) for the past 26 months. This database is in District & Field Number, Cycle Key, Operator name, Lease and well number order. This is one way to track when there was an operator change or when a well came on or off schedule. |

| APPLICATION | DESCRIPTION |
|-----------------------------------|---|
| Historical Ledger | <p>This application manages historical information related to lease-level oil and gas production, product dispositions, and allowables. It contains data beginning in January 1993 and carrying forward to 27 months prior to the present date.</p> <p>The Historical Ledger data is incremented monthly as the Oil and Gas Roll process 'rolls off' selected data from the 26-month Oil and Gas systems.</p> |
| Facilities | |
| Pits | This application maintains information for waste pits. |
| Gas Plant | <p>The application tracks monthly reports for gas processing plants in the state.</p> <p>The federal government also uses these figures as part of nationwide statistics on processed gas, imported gas, and exported gas.</p> |
| Tracking of Activities | |
| Liquid Hydrocarbon Leaks & Spills | This application maintains information on all losses of crude oil and liquid hydrocarbons that amount to more than 5 barrels. |
| Purchaser System | This application tracks gas purchasers and the monthly report filed by the purchaser indicating the amount of gas purchased, including shrinkage, line loss, plant fuel, compressor use, etc. |
| Tracking | <p>This application maintains information related to the Monthly Transportation and Storage Report (Form T-1).</p> <p>The main purpose of the T-1 process is to trace the physical movement of liquid hydrocarbons (crude and condensate) and not the purchasing and selling of materials.</p> |
| Electronic Data Interchange | This application provides the mechanism for companies to submit Form T-1 via Electronic Data Interchange (EDI). |
| Support Functions | |
| Oil & Gas Regulation | <p>This application performs utility or maintenance type functions for other RRC applications that administer and regulate the oil and gas industry, such as:</p> <ul style="list-style-type: none"> printing reports; generating download files; or data conversions. |
| County | This application maintains county-related information within the State of Texas. It provides on-line access to the county code and name, as well as the annual testing month for the counties. |
| Mapping | This application compiles information from operator, well and other databases for use by mapping services. |

PART 7: ATTACHMENTS

ATTACHMENT LIST

| | |
|---------------|---|
| Attachment 1 | Offeror's Statements and Covenants |
| Attachment 2 | Vendor Information Security Agreement |
| Attachment 3 | Offeror's Qualifications Statement |
| Attachment 4 | HUB Subcontracting Plan |
| Attachment 5 | HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) |
| Attachment 6 | Pricing Workbook |
| Attachment 7 | Performance Bond |
| Attachment 8 | Surety Consent to Final Payment |
| Attachment 9 | Progress Payment Affidavit |
| Attachment 10 | Final Payment Affidavit |
| Attachment 11 | Sample RRC Contract |
| Attachment 12 | Deliverable Acceptance Voucher |
| Attachment 13 | RRC Work Order Process |
| Attachment 14 | RRC Notice to Proceed Process |
| Attachment 15 | Sample RRC Notice to Proceed |
| Attachment 16 | RRC Change Management Process |
| Attachment 17 | RRC Change Request Form |

ATTACHMENT 1
OFFEROR'S STATEMENTS AND COVENANTS

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

1. The provisions of RRC Solicitation No. 455-20-1001 apply to Vendor and all of Vendor'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 otherwise are interested in the SOW or any contract resulting from it.
2. Vendor's intends to furnish the requested goods and/or services at the prices quoted in its Response, and notwithstanding any disclaimers in Vendor's Response and notwithstanding any other provision of the SOW or the Contract to the contrary, Vendor warrants and guarantees that all services will meet all specifications of the Contract.
3. Vendor's prices include all costs of Vendor in providing the requested items that meet all specifications of the SOW, and Vendor's prices will remain firm for acceptance for a minimum of one hundred eighty (180) calendar days from deadline for submission of Response.
4. Each of Vendor's employees, including replacement employees hired in the future, will possess the qualifications, education, training, experience, and certifications required to perform the Services in the manner required by the SOW.
5. Vendor represents and warrants that Vendor's provision of goods 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 Texas Government Code §2155.003, Vendor 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
7. Contract.
8. Vendor represents and warrants that RRC's payments to Vendor and Vendor's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code §§556.005 or 556.0055.

Vendor 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 Vendor 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.

Vendor represents and warrants that Vendor 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 Vendor and Vendor's employees. RRC shall not be liable for any taxes resulting from this Contract.

9. Vendor represents and warrants that in accordance with Texas Government Code §2155.005, neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, 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
10. Response to any competitor or any other person engaged in the same line of business as Vendor.

- By submitting a Response, Vendor represents and warrants that the individual submitting this Vendor's Statements and Covenants and the documents made part of the Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that
11. may result from the submission of the Response.

12. Vendor certifies that if a Texas address is shown as the address of the Vendor within the Response, Vendor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

13. Under Texas Family Code §231.006, regarding child support, Vendor certifies that the individual or business entity named in the Response and any Contract resulting from Vendor's Response to the SOW 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, in event of Contract award, Vendor agrees to provide, prior to Contract award, the name and Social Security Number for each person with 25% or
14. greater ownership interest in the business entity.

14. Under Texas Government Code §669.003, Vendor certifies that it does not employ, or has disclosed its employment of, any former executive head of RRC. Vendor must provide the following information (or indicate "N/A" if not applicable) in Vendor's Response.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

15. **Position with Vendor:** _____

Date of Employment with Vendor: _____

Vendor 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 Vendor has not been found to be liable for such practices in such proceedings.

Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade 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 Texas Government Code §2155.4441, Vendor 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 Texas Government Code §2270.002, Vendor certifies that either (i) it meets an exemption criterion under Texas Government Code §2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. **Vendor shall state in its Response any facts that make it exempt from the boycott certification.**

18. Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.

19. Vendor 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.

21. If Vendor is submitting a Response for the purchase or lease of computer equipment, then Vendor hereby certifies its compliance with Texas Health and Safety Code Chapter 361, Subchapter Y, and Texas Commission on Environmental Quality rules in 30 Texas Administrative Code Chapter 328.

22. 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 Texas Government Code §2054.519. Such training is required to occur during the contract term and any renewal period, if applicable. Vendor shall provide RRC with verification of the completion of the requisite training.

23. Within the five (5) calendar years immediately preceding the submission of Vendor's Response, Vendor is not aware of and has received no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Vendor that would or could impair Vendor's performance under any contract resulting from the SOW, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of Vendor's Response. If Vendor is unable to make such representation and warranty, Vendor 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 Vendor's performance under any contract resulting from the SOW, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of Vendor's Response. In addition, Vendor 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 the SOW.

24. Vendor and each of Vendor'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.

Neither Vendor 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 Vendor has fully advised RRC of the facts and circumstances in its Response.

25. Vendor has read and agrees to all terms and conditions of the SOW, unless Vendor specifically takes an exception and offers an alternative provision in Vendor's Response.

26. Pursuant to Texas Government Code §572.069, Vendor warrants and certifies Vendor will not employ any former RRC officer or employee, who in any manner participated in the procurement or Contract negotiation of the SOW, before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. 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 the Contract, as well as their hire or contract date. Vendor shall also
28. 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 Vendor or termination of the Contract.

29. As applicable, prior to submitting the signed Contract to RRC, Vendor shall comply with Texas Government Code §2252.908, relating to Disclosure of Interested Parties, by accessing the Texas Ethics Commission (TEC) portal (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), reviewing the instructional video, creating a username and password, and completing and electronically filing with the TEC the "Certificate of Interested Parties".

30. Vendor certifies that for contracts for services Vendor 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 to perform duties within Texas; and
- b) All persons, including subcontractors, assigned by the Vendor to perform work pursuant to the Contract, within the United States of America.

31. If it is determined that Vendor has violated the certification set forth in this section, the (1) Vendor 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, Vendor shall be responsible for all costs incurred by RRC to obtain substitute services to replace the terminated Contract.

Vendor acknowledges and agrees that, to the extent Vendor 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 Vendor is otherwise owed under the contract may be applied toward any debt Vendor owes the State of Texas until the debt is paid in full. These provisions are effective at any time Vendor owes any such debt or delinquency.

32. In accordance with Texas Government Code §552.372, Vendor 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 Vendor 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 Vendor or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to RRC. Except as provided by Texas Government Code §552.374(c), the requirements of Texas Government Code Chapter 552, Subchapter J, may apply to the Contract and the Vendor agrees that the Contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to 34 Texas Administrative Code §20.306, if applicable to the SOW, Vendor claims the preference(s) checked below:

33. *Table 1. Vendor Preferences pursuant to 34 TAC 20.036*

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

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

Vendor 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.

36. Vendor currently is, and for the Contract term duration shall remain, in compliance with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and shall maintain a drug-free work environment. The final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place 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.

37. Vendor agrees Vendor 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.

38. Vendor represents and warrants that all articles and services provided by Vendor and Vendor'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.

39. Vendor represents and warrants that Vendor currently does, and for the Contract term duration shall, comply with all requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments; additionally, Vendor shall not place any Vendor's employee at a worksite and Vendor shall not permit any Vendor employee, or any employee of Vendor'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.

40. Vendor 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 Contractor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the U. S. General Services Administration.

41. Vendor represents and warrants that all statements and information prepared and submitted in this document and Vendor's 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, are a material breach of the Contract and may void Vendor's Response and the Contract if awarded.

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

Vendor 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 Railroad Commission of Texas (“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 <http://inside/divisions/its/security/security.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 Railroad Commission auditing requirements, including, but not limited to, the auditing of the Vendor's work; and
7. I hereby agree that all software used by the Vendor representative in providing goods or services to the RRC is properly licensed.

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 Statement of Work issued pursuant to that Contract.

Vendor Printed Name

Vendor Representative's Printed Name

Vendor Representative Signature

Date Signed

ATTACHMENT 3
OFFEROR'S 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 1. 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 2. Principals in Firm and Years' Experience in ITS Products & Services Industry

| NAME | TITLE | PHONE | NO. OF YEARS |
|------|-------|-------|--------------|
| | | | |
| | | | |
| | | | |

Table 3. FIRM HISTORY: List firm history below, including any other business names used.

| 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 4. Percentage of Average Annual Gross Revenue by Category

| | | |
|------------------------------|-----------------------|---------------------------|
| Software Development _____ % | SaaS Products _____ % | Other IT Services _____ % |
|------------------------------|-----------------------|---------------------------|

FINANCIAL CAPABILITIES

Table 5. FINANCIAL INFORMATION SUMMARIZED BELOW WAS PREPARED BY:

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

Table 6. FINANCIAL STATEMENT SUMMARY:

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

Table 7. 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 8. Bonding Company Information

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

Table 9. Banking References

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

OFFEROR’S EXPERIENCE RECORD

LIST NO MORE THAN THREE (3) SUCCESSFUL PROJECTS THAT HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS MEASURED BACKWARDS FROM THE ISSUE DATE OF THIS SOLICITATION, AND THAT BEST DEMONSTRATE CURRENT QUALIFICATIONS RELATED TO THE WORK INCLUDED WITHIN PART 2: SCOPE OF WORK SECTION 2.1 PROJECT SCOPE OF THIS RFO.

Table 10. Project 1 of 3

| | | | | | |
|--|--|-----------------------------------|--------------|-----------|--|
| Project Name | | | | | |
| Project Location | | Contract Amount | Beginning \$ | Ending \$ | |
| Project Owner & Type (Private, Gov't) | | Address | | | |
| City | | State | | Zip | |
| Project Owner’s Rep familiar with project | | Phone | | Fax | |
| Contract Start Date (Date of Notice to Proceed) | | Contract Duration (Calendar Days) | | | |
| If time extensions were added to the contract as a result of Vendor’s responsibilities, provide a short explanation of each occurrence/extension. | | | | | |
| Project description, Vendor’s types of services delivered under the project contract, and explanation of why project is comparable to this contract. | | | | | |

Table 11. Project 2 of 3

| | | | | | |
|--|--|-----------------------------------|--------------|-----------|--|
| Project Name | | | | | |
| Project Location | | Contract Amount | Beginning \$ | Ending \$ | |
| Project Owner & Type (Private, Gov't) | | Address | | | |
| City | | State | | Zip | |
| Project Owner’s Rep familiar with project | | Phone | | Fax | |
| Contract Start Date (Date of Notice to Proceed) | | Contract Duration (Calendar Days) | | | |
| If time extensions were added to the contract as a result of Vendor’s responsibilities, provide a short explanation of each occurrence/extension. | | | | | |
| Project description, Vendor’s types of services delivered under the project contract, and explanation of why project is comparable to this contract. | | | | | |

OFFEROR'S EXPERIENCE RECORD (continued)

Table 12. Project 3 of 3

| | | | | | |
|--|--|-----------------------------------|--------------|-----------|--|
| Project Name | | | | | |
| Project Location | | Contract Amount | Beginning \$ | Ending \$ | |
| Project Owner & Type (Private, Gov't) | | Address | | | |
| City | | State | | Zip | |
| Project Owner's Rep familiar with project | | Phone | | Fax | |
| Contract Start Date (Date of Notice to Proceed) | | Contract Duration (Calendar Days) | | | |
| If time extensions were added to the contract as a result of Vendor's responsibilities, provide a short explanation of each occurrence/extension. | | | | | |
| Project description, Vendor's types of services delivered under the project contract, and explanation of why project is comparable to this contract. | | | | | |

OFFEROR'S DESIGNATED PROJECT MANAGER'S INFORMATION:

Table 13. Offeror's Designated Project Manager's Information

| PROJECT MANAGER'S NAME | CURRENT TITLE | NO. YEARS EMPLOYED BY VENDOR | NO. YEARS TOTAL EXPERIENCE* |
|------------------------|---------------|------------------------------|-----------------------------|
| | | | |

*Include only experience within information technology services industry.

OFFEROR’S DESIGNATED PROJECT MANAGER’S EXPERIENCE RECORD:

LIST NO MORE THAN THREE (3) SUCCESSFUL PROJECTS THAT HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS MEASURED BACKWARDS FROM THE ISSUE DATE OF THIS SOLICITATION, AND THAT BEST DEMONSTRATE **OFFEROR’S DESIGNATED PROJECT MANAGER’S** KNOWLEDGE AND PROJECT MANAGEMENT EXPERIENCE RELATED TO PROJECTS OF SIMILAR SCOPE AND SIZE AS THE WORK INCLUDED WITHIN ATTACHMENT 3: OFFEROR’S QUALIFICATION STATEMENT OF THIS RFO. INFORMATION PROVIDED IN THIS SECTION SHOULD INCLUDE ONLY THAT WHICH IS RELATED TO OFFEROR’S DESIGNATED PROJECT MANAGER.

Table 14. Offeror's Designated Project Manager's Experience Record, Project 1 of 3

| | | | | | |
|--|--|-------------------------------------|--------------|-----------|--|
| Project Name | | Project Manager’s Title on Project: | | | |
| Project Location | | Contract Amount | Beginning \$ | Ending \$ | |
| Project Owner & Type (Private, Gov’t) | | Address | | | |
| City | | State | | Zip | |
| Project Owner’s Rep familiar with project | | Phone | | Fax | |
| Contract Start Date (Date of Notice to Proceed) | | Contract Duration (Calendar Days) | | | |
| Project description; Project Manager’s responsibilities under the project contract, and explanation of why project is comparable to this contract. | | | | | |

Table 15. Offeror's Designated Project Manager's Experience Record, Project 2 of 3

| | | | | | |
|--|--|------------------------------------|--------------|-----------|--|
| Project Name | | Project Manger’s Title on Project: | | | |
| Project Location | | Contract Amount | Beginning \$ | Ending \$ | |
| Project Owner & Type (Private, Gov’t) | | Address | | | |
| City | | State | | Zip | |
| Project Owner’s Rep familiar with project | | Phone | | Fax | |
| Contract Start Date (Date of Notice to Proceed) | | Contract Duration (Calendar Days) | | | |
| Project description; Project Manager’s responsibilities under the project contract, and explanation of why project is comparable to this contract. | | | | | |

OFFEROR'S DESIGNATED PROJECT MANAGER'S EXPERIENCE RECORD: (CONTINUED)

Table 16. Offeror's Designated Project Manager's Experience Record, Project 3 of 3

| | | | | | |
|--|-------------------------------------|--------------|-----------|--|--|
| Project Name | Project Manager's Title on Project: | | | | |
| Project Location | Contract Amount | Beginning \$ | Ending \$ | | |
| Project Owner & Type (Private, Gov't) | Address | | | | |
| City | State | | Zip | | |
| Project Owner's Rep familiar with project | Phone | | Fax | | |
| Contract Start Date (Date of Notice to Proceed) | Contract Duration (Calendar Days) | | | | |
| Project description; Project Manager's responsibilities under the project contract, and explanation of why project is comparable to this contract. | | | | | |

OFFEROR'S HUB AND PREVIOUS RRC CONTRACTING EXPERIENCE:

Please indicate if Offeror is a **Texas Certified** Historically Underutilized Business (HUB): _____ YES _____ NO

If yes, please indicate gender and ethnicity: Gender: _____ Male _____ Female

Ethnicity: _____ (Asian Pacific Islander, Black American, Hispanic American, Native American, American Woman, or Service-Disabled Veteran)

Has Offeror ever performed prior work under contract with RRC? _____ YES _____ NO

If yes, list the most recent project contract number(s): _____

I hereby certify that all information provided above and attached is true and correct. Furthermore, I hereby authorize you to contact the references listed above and authorize release of information from such references to Railroad Commission of Texas. I hereby certify that my firm is not debarred or suspended from performing work for the U.S.A. or the State of Texas.

 Offeror Name

 Signature of Owner or Officer

 Title of Person Signing

Date



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 with which you do not have a continuous contract* in place for more than five (5) years 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 with which you do not have a continuous contract* in place for more than five (5) years 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

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



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: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), 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 with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

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 #: _____

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 (i.e., Non-HUB).

| Item # | Subcontracting Opportunity Description | HUBs | | Non-HUBs |
|---|--|--|--|--|
| | | Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years . | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years . | 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: | | % | % | % |

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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 **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **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.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

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 with which you do not have a continuous contract* in place for more than five (5) years . | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years . | 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: | | % | % | % |

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

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 monthly 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://www.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 <small>(mm/dd/yyyy)</small> |
|-----------|--------------|-------|-------------------------------------|

Reminder:

- If you responded "Yes" to SECTION 2, Items c or 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 complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

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| | |
|---------------------------------------|----------------------|
| Enter your company's name here: _____ | Requisition #: _____ |
|---------------------------------------|----------------------|

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://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.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 <small>(Do not enter Social Security Numbers.)</small> | Date Notice Sent <small>(mm/dd/yyyy)</small> | 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 <small>(mm/dd/yyyy)</small> | 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 #: _____

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 <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small> | 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.

ATTACHMENT 6
PRICING WORKBOOK

Offeror must complete and submit the Pricing Workbook according to the instructions provided in the workbook. Attachment 6 Pricing Workbook excel spreadsheet posted separately on Electronic State Business Daily (ESBD).

The Pricing Workbook provides the framework for providing detailed cost information for the project delivered in Phase 1, Phase 2 Work Orders, Maintenance, Software Licensing and Production Support & Hosting. The Pricing Workbook must be the only document containing proposed pricing information in the offer.

The Pricing Workbook is in MS Excel format, and consists of the following tabs:

Table 1. Pricing Workbook Structure

| Tab # | Pricing Workbook Tab Title |
|--------------|-----------------------------------|
| 1 | Instructions |
| 2 | Total Price |
| 4 | Phase 1 Services |
| 5 | Phase 2 Services |
| 6 | Production Support & Hosting |
| 7 | Pricing Assumptions |
| 8 | Hourly Rate T&M Services |

ATTACHMENT 7
PERFORMANCE BOND

STATE OF TEXAS

RFO Number 455-20-1001

COUNTY OF _____

Contract Number 455-20-1001

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as PRINCIPAL,

And _____, as SURETY(IES),

Surety Address:

Surety Phone _____
Surety Fax: _____
Surety Email: _____

are hereby held and firmly bound unto the State of Texas in the penal sum of:
_____ Dollars (\$ _____)

for the payment, whereof, the said PRINCIPAL and SURETY(IES) bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the PRINCIPAL entered into a certain contract dated _____, 20___, hereto attached, and made a part hereof, with the State of Texas, acting by and through the Railroad Commission of Texas, to commence and complete certain public works described as:

RFO # 455-20-1001
Data Warehouse Business Intelligence

NOW THEREFORE, the conditions of this obligation are such that, if the PRINCIPAL shall promptly make payment to all claimants as defined in TITLE 10, TEXAS GOVERNMENT CODE, CHAPTER 2253, as amended, supplying labor and materials in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the SURETY(IES) being hereby waived, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right to action under the bond as provided in TITLE 10, TEXAS GOVERNMENT CODE, CHAPTER 2253, as amended.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this ____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

By: _____

By: _____

ATTACHMENT 8
SURETY CONSENT TO FINAL PAYMENT

RFO NUMBER: 455-20-1001 **CONTRACT NUMBER** 455-20-1001

PROJECT TITLE: _____

PROJECT LOCATION: _____ **CONTRACT DATE:** _____

PROJECT OWNER: Railroad Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78701

CONTRACTOR: _____
(Name)

(Address)

(City, State, Zip Code)

SURETY COMPANY: _____
(Name)

(Address)

(City, State, Zip Code)

on bond of _____, Contractor, the Surety Company hereby approves of the final payment by Owner to Contractor on the above Contract, and agrees that final payment to the Contractor shall not relieve Surety Company of any of its obligations to Owner as set forth in said Surety Company's bond.

IN WITNESS WHEREOF,

Surety Company has hereunto set its hand this _____ day of _____, 20_____.

SURETY COMPANY:

By: _____
(Signature)

(Printed Name)

(Title)

ATTACHMENT 9
CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF TEXAS RFO NUMBER: 455-20-1001

COUNTY OF: _____ CONTRACT NUMBER: 455-20-1001

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared

_____ who being duly sworn, on oath,
says that he/she is a duly authorized representative of
_____, CONTRACTOR, and all terms of
the Contract for the completion of certain public works described as

Data Warehouse Business Intelligence

_____ have been satisfactorily completed to the extent indicated on the attached voucher and that ALL sums of money due for payrolls, bills for material and equipment, and other indebtedness connected with the Work for which OWNER or its property might in any way be responsible, to the best of his/her knowledge and belief have been paid or will be paid or otherwise satisfied within ten days after receipt of the requested payment from the OWNER, or within the period of time required by Title 10, Texas Government Code, Section 2251.022.

Affiant agrees to indemnify and hold Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project. Affiant further agrees to indemnify and hold harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project.

Payments to subcontractors for labor and/or materials which are pending or disputed as of the date hereof are:

| <u>Individual or Company Name</u> | <u>Mailing Address</u> | <u>Amount Owed</u> |
|-----------------------------------|------------------------|--------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Instructions: Affidavit must be signed by an individual owner, a partner in a partnership, or by a person authorized by bylaws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership.

Signature

Title

Sworn to and subscribed before me this _____ day of _____ 20____.

(SEAL)

Notary Public in and for

_____ County, Texas

ATTACHMENT 10
CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF TEXAS

RFO NUMBER: 455-20-1001

COUNTY OF: _____

CONTRACT NUMBER: 455-20-1001

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared

_____ who being duly sworn, on oath,
says that he/she is a duly authorized representative of

_____, CONTRACTOR, and all terms of
the Contract for the completion of certain public works described as

Data Warehouse Business Intelligence

_____ have been satisfactorily completed and that ALL sums of money due for payrolls, bills for material and equipment, and other indebtedness connected with the Work for which Owner or its property might in any way be responsible, to the best of his/her knowledge and belief have been paid or will be paid or otherwise satisfied within ten days after receipt of the requested payment from the RRC, or within the period of time required by Title 10, Texas Government Code, Section 2251.022. Payments not made in full as of the date of this affidavit are listed below.

Affiant agrees to indemnify and hold RRC harmless from any liens, debts or obligations which arise from labor or materials provided by or through Affiant to the Contract Work. Affiant further agrees to indemnify and hold harmless all real property on which the work was performed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project.

Final payments to subcontractors for labor and/or materials which are pending or disputed as of the date of this Affidavit are:

| <u>Individual or Company Name</u> | <u>Mailing Address</u> | <u>Amount Owed</u> |
|-----------------------------------|------------------------|--------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Instructions: Affidavit must be signed by an individual owner, a partner in a partnership, or by a person authorized by bylaws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership.

Signature

Title

Sworn to and subscribed before me this _____ day of _____ 20____.
(SEAL)

Notary Public in and for

_____ County, Texas

ATTACHMENT 11
RRC SAMPLE CONTRACT

SAMPLE CONTRACT NO. 455-20-1001
between
RAILROAD COMMISSION OF TEXAS
and
VENDOR NAME
for
Data Warehouse Business Intelligence

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, Texas Government Code 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 software and services for the development of a highly accessible, intuitive, single point of access to the data contained in RRC’s information systems, to include a data repository and analytics solution (“Data Warehouse/Business Intelligence solution”), and

WHEREAS, in accordance with applicable provisions of Texas Government Code Chapters, 2155, 2157 and 2261, RRC has selected Vendor to provide the desired Data Warehouse/Business Intelligence solution referenced within the RRC Request for Offer No. 455-20-1001 (“RFO No. 455-20-1001”), and the Vendor has agreed to provide the desired Data Warehouse/Business Intelligence solution referenced within RFO No. 455-20-1001, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of RFO No. 455-20-1001 including but not limited to insurance, bonding requirements (if any), and specifications within the Statement of Work, constitute part of this Contract No. 455-20-1001.

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), the Data Warehouse/Business Intelligence solution (“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. 455-20-1001;
- b. Exhibit A, RFO No. 455-20-1001, 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. 455-20-1001 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. 455-20-1001; then
- b. Exhibit A, RFO No. 455-20-1001; 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 August 31, 2022 ("Original Term"), unless terminated earlier as provided in RFO No. 455-20-1001, section 3.1.8. and/or section 2.02. set forth below, Part IV, and/or Section 2.02. set forth below.

Prior to expiration of the Original Term or subsequent renewal term, as applicable, RRC may extend this Contract, by written amendment, for up to two (2) additional one (1) one-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 Texas Government Code 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. 455-20-1001.
- 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. 455-20-1001. 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 Scope of Work (Part 2 of RFO No. 455-20-1001) describes the intended project scope and character. The Parties agree it is Vendor's responsibility to review and understand requirements of the entire Statement of Work, 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 Statement of Work 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. 455-20-1001.
 - 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 Texas Government Code 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. 455-20-1001.

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.

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. 455-20-1001, 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 Texas Government Code §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 Texas Government Code §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 Texas Government Code §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. 455-20-1001 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.

Div. Director: _____

CM Director: _____

OGC: _____

ATTACHMENT 12
DELIVERABLE ACCEPTANCE VOUCHER

Vendor Name: _____ Contract #: 455-20-1001 _____
Deliverable #: _____ Resubmit or Final? _____
Original Date Due: _____ Resubmit Date: _____
Orig, Date Submitted: _____ Resubmit #: _____
Deliverable Price: \$ _____ Retainage? _____
Approved to Pay: \$ _____ Deliverable Name: _____

Deliverable Description, including contractual acceptance criteria: _____

If resubmit, describe changes,/improvements put forth in this version of Deliverable: _____

RRC use only:

Deliverable Accepted: _____ Deliverable Rejected: _____
Comments related to rejection (deficiencies, etc.) or acceptance (noted improvements, quality, etc.)

RRC Contract Manager Signature

RRC Project Manager Signature

RRC Contract Manager Printed Name

RRC Project Manager Printed Name

Date

Date

Deliverable Acceptance Voucher(s) must accompany all payment requests. Failure to include appropriate Deliverable Acceptance Voucher(s) may result in processing delays or rejection of payment request.

ATTACHMENT 13-
RRC WORK ORDER PROCESS

1. INTRODUCTION

RRC may order applicational services as described within the Statement of Work applicable to a Contract arising from RFO No. 455-20-1001 only by issuing Work Orders as described below. Where the Work is referenced in the Procedures for Work Orders, it is referencing applicational services of the Statement of Work. Vendor should note: RRC guarantees no minimum number or minimum dollar amount of Work Orders that may be issued.

2. WORK ORDERS

AT ANY TIME DURING THE CONTRACT, RRC MAY ISSUE A WORK ORDER. WORK ORDERS MUST BE IN WRITING.

Each Work Order shall include:

- The Contract Number and Name;
- The Work Order Number;
- Estimated start and end dates for the Work described in the Work Order;
- 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 Work Order may include additional information or requirements at the discretion of RRC.

3. WORK PLANS

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

Each Work Plan shall include:

- The Vendor's name;
- The Contract Number and Name;
- The Work Order 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 Work Order;

- An itemized budget that conforms to the Contract price list;
- Any additional information requested in the Work Order; and
- Vendor's signature, with printed name and title.
- Vendor must comply with requirements of any applicable HUB Subcontracting Plan. All Work Plans must include confirmation statement that all subcontractors to be used on a Work Plan are listed on the Vendor's HSP. Vendor shall amend an applicable HSP in accordance with HSP requirements.

4. WORK PLAN REVIEW

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

Vendor agrees to continue and to complete work assigned under a Work Order within the original estimate or budget provided in the Vendor's Work Plan 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 Work Order and, therefore, materially relies on the Vendor's diligence in the preparation of estimates submitted for approval in the Work Plans. 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 14
RRC NOTICE TO PROCEED PROCESS

1. Introduction

Upon RRC approval of a Work Plan, RRC must issue a Notice to Proceed. The Notice to Proceed adopts the Work Plan, including the budget and timeline. A signed Notice to Proceed authorizes Vendor to immediately begin the Work described in the Work Plan, unless the Work Plan states a later start date for all or part of the Work, or if the Notice to Proceed is a Limited Notice to Proceed that permits the Vendor to begin only a portion of the Work.

Upon receipt of a Limited Notice to Proceed, Vendor must begin the portion of the Work that has been approved. Vendor must perform all work in strict accordance with the Notice to Proceed.

2. Notice To Proceed Process

RRC will formally request work from the Vendor through Notices to Proceed (NTPs).

Vendor may be simultaneously performing work under multiple NTPs. Requests to Vendor personnel by RRC staff to perform work not contained on an issued Notice to Proceed must be referred to the RRC Contract Manager.

All NTPs shall be signed by the RRC Contract Manager and Project Manager. The Vendor shall not begin work on any item unless it is associated with a specific NTP and approved by RRC Contract Manager and Project Manager.

Notice to Proceed and associated work shall not exceed the estimate. If during performance of the work, the Vendor determines that the actual number of hours required will exceed the estimate, prior to exceeding the estimate, the Vendor will submit a Change Request for the number of hours. RRC will review Vendor's Change Request for approval. If Vendor's Change Request is accepted, RRC will provide written approval of the Change Request.

NTPs may require Vendor to provide a Work Plan, including an estimate to complete the Work request, in a time and format specified by RRC.

If required by the NTP, the Work Plan will include a brief technical approach, the labor categories, the hourly rate and number of hours per labor category. Hourly rates and labor categories shall be in accordance with the awarded contract. See the following webpage for Work Plan (project plan) information: <http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=16%3B>

RRC Project Manager and Contract Manager will review the Vendor's written estimate for any proposed Change Request. RRC Contract Manager will respond in writing to the Vendor's written estimate within 10 business days of receipt. If RRC is not in agreement with the estimate, then it will request an updated estimate or withdraw the Work request. If RRC is in agreement, then RRC will issue or update the appropriate NTP. Work shall not begin until Vendor receives a signed NTP.

For all Notice to Proceeds, Vendor will submit key personnel time sheets and weekly status reports as specified in the Contract Scope of Work.

The NTP shall contain, at a minimum, the following information:

- Contract number and name;
- Date of Issuance
- Notice to Proceed/Deliverable number and name;
- Brief Description of Work to be performed or issue to be resolved
- Date of Expected Completion
- Maximum dollar amount (aka not-to-exceed).
- Retainage Amount (if any)
- Amount to invoice
- Statement of contract execution date.
- Date that Vendor may begin work
- Signatures of Authorized RRC representatives.

ATTACHMENT 15
SAMPLE NOTICE TO PROCEED
Railroad Commission of Texas (RRC)

VENDOR NAME

Contract No. 455-20-1001

Notice to Proceed

| | |
|---------------------------------------|-------------------------|
| Date: | <u>MM/DD/YYYY</u> |
| Deliverable Number: | <u>Deliverable ##</u> |
| Deliverable Name: | <u>Deliverable Name</u> |
| Deliverable Due Date | <u>MM/DD/YYYY</u> |
| Deliverable Contractual Price: | <u>\$0.00</u> |
| Deliverable Retainage Amount (if any) | <u>\$0.00</u> |
| Invoice Amount: | <u>\$0.00</u> |

Contract No. **455-20-1001** for the DATA WAREHOUSE BUSINESS INTELLIGENCE has been executed as of MONTH DAY, YEAR. RRC is now providing VENDOR NAME with a Notice to Proceed (NTP) for Deliverable ## (DELIVERABLE NAME), as defined in the Contract.

Activities for the referenced deliverable may begin on the date this NTP is signed by the RRC.

This NTP does not authorize VENDOR NAME to perform work on any other deliverable except Deliverable ##.

Railroad Commission of Texas

Jesse Herrera, CPPB, CTCM, CTCD
RRC Contract Manager

Date

Chris Miller, MBA, PMP
RRC Project Manager

Date

ATTACHMENT 16
RRC CHANGE MANAGEMENT PROCESS

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 Work Plan; 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.

Procedure

1. The person requesting the change will complete the Change Request Form located at Attachment 17.
2. The form is to be emailed to the Project Manager.
3. The Project Manager will log the request in the Change Management Tracking Log.
4. 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.
5. 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.
6. The project sponsors will evaluate the Change Request and determine a disposition.
7. If the change is approved, the project sponsors will provide priority of the change in relation with the original scope of the project.
8. The Project Manager and Contract Manager will issue a Notice to Proceed for the Change Order
9. The Project Manager will update the disposition of the requested change in the Change Management Tracking Log.

Notes

1. 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 Agency approved Fiscal Year work.
2. Disagreements in the Change Requests disposition may be escalated to the ITSC at the discretion of the Sponsors.
3. 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 1: Document Change History

| Date | Change made by | Description of Change |
|-------------|-----------------------|---|
| 6/8/2017 | Edgar Chavez | Initial draft of the 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 the RRC PM and CM will issue an NTP to the vendor to start work on the Change Request. |
| | | |
| | | |

ATTACHMENT 17
CHANGE REQUEST FORM

Change Request Information

Requestor's Name: _____ Date: _____ Change Request #: _____

Change Description

Justification for Change

Impacts of Proposed Change

Impact (to be completed by RRC Business Analyst and Technical Lead)

Estimated level of effort in person hours: _____

Impact to the Project Cost: _____

Impact to the Project Schedule: _____

Impact on IT resources: _____

Impact on Program Area resources: _____

Impact to agency systems or architecture: _____

Other impacts: _____

Will the change require a contractual modification? _____

