

455-23-1001

Railroad Commission of Texas

**DOCUMENT IMAGING AND
ENTERPRISE CONTENT MANAGEMENT
(ECM) PRODUCTS, SOFTWARE, AND
RELATED SERVICES**

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1. Definitions and Acronyms**Addendum:** A modification of the solicitation, issued by RRC and provided by RRC to potential offerors.**American Petroleum Institute Number:** (Ex: API#357-80808) - This is a unique, permanent, numeric identifier assigned for identification purposes to a wellbore. It consists of 10 digits. The first 2 digits are the state code. The next 3 digits are the county code. The last 5 digits are the unique number assigned to identify the wellbore. The state code for Texas is 42 and is not generally displayed on Railroad Commission documents. Since oil leases can include multiple wells, there may be multiple API numbers associated with one RRC oil lease number. There is only one well per gas lease, so each RRC gas lease number is associated with only one API number.**Application Programming Interface (API):** A set of routines, protocols, and tools for building software and applications. A computing interface that defines how other software or components can programmatically consume or use one or more services of an application. These calls and requests are documented and publicly available including conventions, data typing and other examples necessary to provide for interoperability between systems. Public API's are "open" to encourage interoperability and therefore must be properly document, supported and maintained. Contrast this to "private APIs" which may not have these advantages.**Best Value:** Factors to be considered in determining lowest overall cost and value in making state government procurements. See Texas Government Code § 2155.074.**Content Services Platform (CPS):** A set of information technology services and microservices, embodied either as an integrated product suite or as separate applications that share common API'S and repositories, to exploit diverse content types and to serve multiple constituencies and numerous use cases across an organization.**Computer Output Microfilm Writer: (COM)** A system that converts stored data directly to microfilm or microfiche.**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 solicitation, of the respective Parties to the agreement.**CPA:** Texas Comptroller of Public Accounts.**Database:** also called electronic database, any collection of data, or information, that is specially organized for rapid search and retrieval by a computer. Databases are structured to facilitate the storage, retrieval, modification, and deletion of data in conjunction with various data-processing operations.**DIR:** Texas Department of Information Resources.**Digital Imaging:** The conversion of digital files, including, but not limited to, the process of converting digital to microfilm/fiche and microform to digital Objects.**Document Imaging Systems:** Imaging systems including, but not limited to, microfilm, on demand printers, facsimile machines, copiers, multifunction printers, document scanners, COM and archive writers, and document indexing service.

Enterprise Content Management (ECM): Technology used to create, store, distribute, discover, archive, transform and manage unstructured content (such as scanned documents, email, reports, maps, digitized images, and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it.

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

Globally Unique Identifier (GUID) A unique 128-bit number (or hexadecimal canonical textual equivalent) used to identify information in a computer system with the ability to identify something with near certainty and which does not duplicate one that has already been used or created for something else. A GUID may also be referred outside of Microsoft systems as a Universally Unique Identifier (UUID).

Intelligent Character Recognition (ICR): An advanced optical character recognition (handwriting recognition) system that allows fonts and different styles of handwriting to be learned by a computer during processing to improve accuracy and recognition levels.

Information Technology (IT): The design and implementation of computer networks for data processing and communication; may include, but is not limited to, hardware, software, and related services.

JavaScript Object Notation (JSON): An open standard file format, and data interchange format, that uses human-readable text to store and transmit data Objects consisting of attribute–value pairs and array data types (or any other serializable value).

NoSQL: Refers to non SQL or non relational database. A type of database or file format that is more conducive to storage of large data where the mechanism of storage and retrieval of data is modeled in a mean other than the typical tabular relations used in relational databases. Also sometimes called Object Databases.

Non-Proprietary: Conforming to standards that are in the public domain or are widely licensed, and so not restricted to one manufacturer. An open-source platform, browser or framework that allows the user the freedom to modify and improve the end-product and therefore can add, change, or delete functionality when deemed necessary.

Object: images, .pdfs, video, audio, .zip, .tar, compressed files, or any unstructured data or data type.

Object-Based Storage (OBS): A special general class of storage architecture different from typical file storage whereby Objects are additionally categorized and stored with Metadata and a Globally Unique Identifier (*GUID*) indexed to each Object. May also be referred by Microsoft to as Azure BLOB, Binary Large Object, storage mechanism. May also be referred by Amazon as S3, Simple Cloud Storage System.

Optical Character Recognition (OCR): The mechanical or electronic conversion of images of typed, handwritten or printed text into machine-encoded text, whether from a scanned document, a photo of a document, a scene-photo or from subtitle text superimposed on an image

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

Offeror: An individual or entity who submits a response to this solicitation.

Open API: A specification and standard for describing all the necessary core/critical information to describe what an API does and how to invoke it. Unlike RAML, API specifications are JSON based. Compare to RAML.

Optical Mark Recognition (OMR): The process of capturing human-marked data from document forms such as surveys and tests.

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

RAML: A YAML based software language standard to described RESTful API's. The RAML specification provides all the necessary core/critical information to describe what an API does and how to invoke it. The RAML specification allows code fragments that the Open API specification does not. Compare to OPENAPI.

RESTful or REST: Representational State Transfer is a software architectural style that defines more lightweight constrains than SOAP or other web service types that use common stateless HTTP methods such as GET and POST. Web services that conform to this REST architecture style are said to be RESTful.

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

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

SaaS: Software as a Service.

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.

Service Level Agreement (SLA): A standardized service contract that formally defines specifications applicable to performance standards of certain services to be delivered under the agreement.

Solicitation and Contract Documents: Those documents identified as a component of the solicitation, including all exhibits, attachments, and appendices thereto and/or that are incorporated by reference as though fully set forth within, and any addenda that may be issued following issuance date of the original solicitation document set, and those documents identified as a component of the Contract agreement between RRC and the Offeror awarded a contract arising from the solicitation.

Statement of Work (SOW): A document that defines project-specific activities, deliverables, and timelines of work to be delivered under a contract.

Swagger: Originally an open-source framework for developing, building, and consuming RESTful API web services. Recently became more synonymous with the version 1 Open API standard as the standard revised and the Swagger tools were simply expanded to work with revisions of the standard and occupy the current definition of the word.

TX-Ramp: [Senate Bill 475](#), requires the Texas Department of Information Resources (DIR) to establish a state risk and authorization management program that provides “a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that process the data of a state agency.” DIR established a framework for collecting information about cloud services security posture and assessing responses for compliance with required controls and documentation. [Texas Government Code 2054.0593](#) mandates that state agencies as defined by [Texas Government Code 2054.003\(13\)](#) must only enter or renew contracts to receive cloud computing services that comply with TX-RAMP requirements beginning January 1, 2022. There are two levels, Level 1 and Level 2.

Write-Once-Read-Many (WORM)- Objects that are written once but read many times in contrast to traditional disk storage mechanisms which are designed for writing or rewriting data many times.

2. Introduction

The Railroad Commission of Texas intends to enter into a sole source Information Technology Goods and Services Contract with a qualified Vendor for Document Imaging and Enterprise Content Management (ECM) Products, Software and Services, and Related Services.

All work shall be performed in accordance with all terms and conditions of the contract, including, but not limited to, this solicitation and the scope of work and specifications stated herein.

3. Background

RRC maintains records including some records more than one hundred years old and has over 60 million images/62 TB+ of data. These records are used to provide information to the public, and to perform RRC regulatory services.

Currently, RRC's electronic document images are stored on two primary platforms and two secondary platforms. The first of the two primary platforms consist of most of the image files. These files are stored on a remote server location in a system managed and maintained by the current contract Vendor. The remaining image and document files are stored in the second of the two primary platforms, which is a server co-located and managed by the current contract Vendor within the DIR Texas Data Center Services (DCS). The first of the secondary platforms contains additional image files RRC has stored on local file system storage. The second of the secondary platforms contains a small set of files stored on Box. **RRC intends for this project to provide a way for RRC to use a single storage system to maintain all image files and electronic documents.**

RRC previously solicited a similar opportunity for these services and requested that the vendor solutions returned in response would not include a solution that was proprietary. The solutions returned, while satisfying RRC's quality expectations, did not meet this non-proprietary threshold. In light of the unavailability of effective non-proprietary alternatives in the market and bearing in mind the absolute necessity that existing services not be interrupted, RRC is soliciting this work as a proprietary, sole source solution.

Services provided under an awarded contract shall include, but may not be limited to, all current contracted services within Vendor's DIR Cooperative Contract and the specifications stated within this solicitation. Additionally, services under an awarded contract, if any, shall include, but may not be limited to, the following:

- Preparation of documents (hard copy formatting and electronic formatting) for imaging.
- Document imaging.
- Processing and storing of Objects.
- Managing and hosting of Objects.

- Providing electronic access to Objects and records, which may require Vendor providing access to incumbent Vendor's hosting and electronic access environment while interfacing with RRC custom application services.

4. Scope

4.1. Preparation of Documents

Vendor shall provide all goods and/or services, including personnel on site or remote as applicable, necessary to prepare documents for imaging. Examples of goods and/or services in this category may include, but not be limited to, the following:

- Needs assessment and analysis.
- Inventory tracking/chain of custody.
- Document pickup from RRC.
- Document handling.
- Document re-preparation (remediation).
- Indexing and formatting.
- Technology hardware.
- Metadata key entry.
- Return of documents to RRC.

4.2. Imaging Services/Solutions

Vendor shall provide all goods and/or services, including personnel on site or remote as applicable, necessary to provide imaging services/solutions. Examples of goods and/or services in this category may include, but not be limited to, the following:

- Imaging (ICR, OCR, OMR).
- Archive scan quality for documents, microfiche, microfilm, maps, etc.
- Object's enhancement.
- Document conversion of well logs, paper, microfiche, microfilm, and oversize maps for their existing format to a common imaged format agreed upon by the RRC. These common formats shall include but are not limited to any object type.
- Records management.
- Digital retention, storage, and hosting.
- Microfiche or microfilm digitization imaging.
- Interface with RRC systems.

4.3. Enterprise Content Management Services

Vendor shall provide an ECM system. The ECM in this solicitation is for delivery via a Software as a Service (SaaS) solution where the responsibility to provide service and support for Hosting Infrastructure, Software Platform, and Networking aspects are not a responsibility of RRC staff. Vendor will utilize general public or DCS private Cloud Computing to facilitate content management, records management, document management, document storage/imaging/archiving/retrieval, and meta-content related to those documents or content.

The Documents and Content of the ECM system shall include the attributes and overall definitions of an Object Based Storage (OBS) system.

The OBS shall have Write Once Read Many (WORM) Object characteristics without hardware-based WORM constraints. Explicit write protection on each Object after storage must be provided and any alteration of an Object is strictly controlled by a process of creating duplicate Objects, as revisions, to protect a chain of custody of revisions rather than changing or obliterating the original Object.

Vendor shall provide all goods and/or services, including personnel on site or remote as applicable, necessary to provide ECM services via an OBS. Examples of goods and/or services in this category may include but not be limited to IT based ECM software and services such as:

- Hosted solution and associated services.
- Object-Based Storage System with metadata (meta-content) and GUID for each Object.
- Storage of any Object type.
- Chain-of-Custody for Object revisions and all revisions are immutable.
- Archiving.
- Digital retention, storage, and hosting.
- Document management services.
- Document conversion.
- Records management and storage.
- Object repository hosting.
- Object repository maintenance.
- Transactional content management.
- SaaS for public consumption and cloud platform integration.
- Provide for and interface with custom application interfaces of RRC software/systems via the publicly available and open API.
- Accessibility compliance.

- Project Management.
- Information governance.
- Online channel optimization.
- Infrastructure content management.
- Digital asset management.
- Business process management.

4.4. ECM Software Features and Requirements

The Enterprise Content Management (ECM) system shall provide the following features and capabilities:

- API
 - An API that is made publicly documented, viewable, and accessible via the Internet and displayed on the Vendor's public website. The API must be kept up to date with all features and capabilities. The documentation must conform to generally accepted API programming frameworks and API documentation best practices.
 - API documentation provided must conform to industry standards and best practices such as Swagger.io/docs and REST API YAML documentation standards.
- The API shall support traditional Challenge/Response password for authorization for legacy-based application API communication.
- The API shall have features (or methods) to include at least the following operations:
 - Ability to get or retrieve an Object from storage.
 - Ability to put or save an Object to Storage.
 - Ability to get or retrieve an Object's metadata from Storage.
 - Ability to put, save, or add Object's metadata in Storage.
 - Ability to specify a revision replacement of an existing immutable Object in storage without altering the original Object.
 - Ability to version an Object via API.
 - Ability to View and retrieve earlier versions of an immutable Object in storage.
 - Ability to mark an Object as no longer active or current.
 - Shall allow the ability to append to an existing Object.
 - Ability to move Object(s) into or out of longer-term lower cost archival storage programmatically.
 - Ability to tag Objects with a type and each new type does not require a new or separate API/Interface.
- The API shall provide an additional or separate environment for programmatic API testing of Objects without affecting the integrity of the Objects permanently stored.

4.5. ECM Client Software

- Vendor shall provide an Enterprise Content Management client software which can be used in addition to the computerized/programmatic software API, for retrieval of Objects which must at least include the following capabilities and operations:
 - Allow for viewing of an Object from the storage system.
 - Allow for storing an Object into the Object storage system.
 - Allow for searching an Object using metadata indexed criteria linked to the Object which shall include but not be limited to the GUID. Examples of search criteria may include but not be limited to:
 - by county.
 - by company/organization name.
 - by American Petroleum Institute number.
 - by RRC District.
 - by date.
 - Allow the viewing and retrieval of earlier versions of an Object in storage.
 - Allow changing the view state of an Object via a user interface.
 - Allow Object(s) to be marked no longer active or current.
 - Allow the movement of Object(s) into or out of longer-term lower cost archival storage via the user-interface.
 - Allow Objects to be combined or appended to Objects stored in the storage system.
 - Software must conform to WCAG 2.0 or greater and Section 508 compliance for accessibility.
 - Displays responsively in a minimum of tablet sized resolution and pixel constraints that meets industry standard.
 - Provide a user interface for administration of users or support for Kerberos, or SAML integration with existing user administration.
 - Provide ability to disable access for accounts.
 - Include configurable Client Session expiration and set for the shortest reasonable time as requested by RRC.
 - Will explicitly destroy or invalidate the authentication session and not rely on session time out if a user chooses an option that exits the solution.
 - Will limit the user to one login.
- The ECM client software shall also include or provide:
 - Mechanism to annotate an Object using a layer without changing or alteration of the underlying Object.
 - The ability to define workflow around the process of adding or managing Objects in the system including a process by which an Object may be pre-modified during review before being committed to the immutable state.

- Separate mechanisms where Objects are maintained and shared within an organization that are maintained for a short period of time before being removed.
- Administer the entire OBS including defining what metadata to store.
- Provide for the ability to set access controls that limit data and systems access to authorized users only in a least privilege manner.

5. Security

- Vendor shall be solely responsible for security of all RRC materials placed into Vendor's custody. Vendor will comply with 1 TAC [§202.26](#) requiring that all control standards as identified within the DIR Security Control Catalog are met, including but not limited to the following: employees, environment, processing, data handling, storage, and location. Ongoing security monitoring and remediation services for network, storage, processing and physical security will be provided by the Vendor for the location of the hosted services. All data transmitted and or stored will be done so in a secure manner inclusive of encryption of backup solutions. All employees, contractors, or subcontractors who interface with an RRC computer system will pass a background check as prescribed by the DIR, and complete RRC Security Training at least annually.
- Offeror's solution must provide Role-based Security without the movement of data due to changing security. Some Objects must be able to be viewed by the general public. In other cases, Objects in the same container shall be marked as "not public" and thus not viewable by the general public.
- Offeror's solution shall provide the ability to Read-only or Modify (replace) an Object and must be controlled and governed via security processes and settings controlled by RRC authorized staff using ECM software, or via a service-based API.
- Offeror's solution shall provide the ability to switch Objects from publicly accessible, to the alternative state of not viewable shall also be governed by a security process and this configuration can be accomplished either via API or the ECM supplied software.
- Offeror's solution shall provide secure and non-secure instances of Objects that shall be stored in the same networking appliance location without having to "move" the Object to accomplish this.
- Offeror's solution shall provide geo-fence data access from select countries and IP addresses.
- The Offeror's solution must have data classification capability to classify documents and data with customizable labels or tags.
 - Data classification examples include classifying data by sensitivity or mission criticality.
 - The solution should redact any existing PII and PHI, sensitive, confidential and HIPAA related data from being propagated and displayed to general public other than the privileged users.
- The data storage in the Offeror's solution shall support the security protocols, including access, and encryption necessary to accomplish safe storage, transit and processing of

Personally Identifiable Information and any other information categorized as sensitive or confidential.

- The Offeror's solution shall include encryption key handling methodology which should facilitate encryption key storage/safe handling.
- Additional features and capabilities of the Data Storage System:
 - Shall store PCI-DSS data including credit card numbers and bank account numbers.
 - RRC data is required to reside in the United States.
 - Shall support SSL for all internet communications, data in transit and encryption of all Objects and metadata at rest.
 - SSL must be 128-bit encryption or better with TLS 1.2 or greater.
- The Offeror's solution shall ensure all aspects of the SaaS storage, networking and infrastructure including public and private cloud will be compliant with Fed-Ramp Moderate (GovCloud) and TX-RAMP or greater.
- The Offeror's solution shall provide protections against excessive data mining using throttling settings or Web Application Firewall (WAF) device for application aware packet inspection.

6. Reports and Auditing

- The Offeror's solution shall provide a mechanism for self-service, by RRC staff, for reporting and printing of statistics and usage data.
 - Reports shall be available for total system usage and for specific granularity of at least daily usage including, but not limited to:
 - Egress bandwidth size, ingress bandwidth size, total Object requests, total number of Objects, total number of Objects put, total number of Objects read, total requests, latency time, total size of all Objects, average file size of Objects, maximum file size, number of API requests fulfilled, number of API requests failed, etc.
 - System shall provide audit access by RRC and activity and will make audit logs available by self-service or upon request. Audit log requests are required to be fulfilled within 7 days of RRC's request.
 - System will audit user logins, network access, database changes, user access permissions and access changes therein, files accessed by users with date and time stamps, and new user creation.
 - System is required to retain logs a minimum of 120 days.

7. General Requirements

- The Offeror's solution shall provide for the direct serving of Objects via HTTPS URL browser for recognized content-types. Not standard, not recognized content-types will

prompt for download. Supported browsers are required to include latest versions of support for Google Chrome, Microsoft Edge, and Firefox browsers during the life of the system.

- System must provide the following items:
 - “query-in-place” display of Objects without transfer (for recognized content-types).
 - The direct streaming of video and audio Objects.
 - The system may also have an alternative ECM software-based interface for additional display of Objects without a browser. Those functionalities may be more complex operations such as administering permissions and security processes for Object display, reporting, or complex meta-content searches.
 - Each Object shall possess a unique URL although security processes may prevent that Object from display at that URL.
- The Offeror’s solution shall provide a mechanism using Optical Character Recognition (OCR) to read data on a form in typewritten format and convert the data to an electronic format.
 - This electronic data must be accessible via Application Programming Interface (API), JSON file, or other fixed file so that information can be transferred from the ECM software to other IT systems.
- The Offeror’s solution shall provide the ability to store metadata (meta-content) for each Object which provides information relative to the file. For example, data such as: Operator name, keys (such as American Petroleum Institute #, Case ID#), county, district, etc.
- For performance and scalability reasons, the preferred embodiment is a NoSQL database, or computed/algorithmic location storage for the Object with JSON files stored with each Object containing the metadata.
- The system shall provide no intrinsic limit for the number of distinct name/value pairs representing this metadata/meta-content except by limit of total disk space size or file size limit.
- The Offeror’s solution shall ensure that storage retrieval shall identify one or more Objects via a metadata content-only search of a minimum standard of 60TB of Objects in under 30 seconds.
- The ability to retrieve an Object by GUID or computed storage location shall be near instant.
- Shall provide the ability to perform large file uploading via chunking.
- Shall provide a mechanism to supplement additional metadata via an API or imported data file in cases where Objects are scanned in by a separate process.
- Shall provide for data which is geo-replicated on redundant storage.
- Data duplication shall be in real-time and in at least two different locations within the United States.
- Shall provide the ability to store a single Object size of at least 1TB.

- Shall support at least 100 parent folders, or containers, or buckets, or years so that Objects can be organized for optimum storage and retrieval speed.
- Each bucket, or folder or container shall provide for at least 10TB of data.

8. Data Migration Support Services

All Objects and metadata, including any other relevant rights to derived data, are the sole property of the RRC and title shall remain solely vested with RRC. The Vendor shall provide access to the data including assistance in transferring these Objects to any new platform or technology as RRC may determine on an on-going basis or from time to time.

Migration: Vendor will provide services and assistance from time to time on as RRC requires to migrate certain Image Profiles, existing Objects, including all metadata connected with these Objects while preserving referential integrity of the Objects from any existing legacy platform to any new described solution should RRC deem it is in its best interest.

9. Source Media Return

RRC may require source media to be destroyed instead of returned. Vendor will provide a schedule for Source Media Return for each project subject to RRC acceptance and approval.

- Upon completion of imaging and uploading of the images in the individual project. Boxes may be returned at the time of the next scheduled box pickup.
- All boxes that have been scanned, imaged, and processed shall be returned to RRC in the same box and with contents in the same order that it was provided to Vendor.
- If the original box is damaged while in Vendor's possession, the box contents must be transitioned to a replacement box with an identical box label. If contents within the original box are damaged/destroyed, RRC must be contacted to determine the process for document replacement.

10. End of Engagement Transition Plan

Vendor's Offer shall include an end of engagement plan that, at a minimum, describes applicable transitioning of hardware, software and data network licenses and contracts, key personnel roles (Vendor staff responsibilities transferring to RRC staff), knowledge transfer facilitated through documentation, accommodation and technology spaces, and Objects and any associated metadata, etc. Vendor's Offer shall include a detailed, proposed sample End of Engagement Plan and shall include a transition plan that addresses the orderly transition to RRC, or a successor Vendor, of all services provided by Vendor to RRC.

At the request of the RRC, and within 30 days of the request, Vendor must deliver in bulk all Objects, corresponding databases, indexes, primary keys, metadata, and any other data deemed necessary by RRC, in a commonly consumed format agreeable to the RRC, data dictionary and any relevant information for the purposes of data migration at no additional charge.

Upon RRC demand, Vendor must make available its services to migrate all existing Objects, metadata, and documents from the Vendor's platform to any new platform chosen by RRC. These services shall extend to the preservation of referential integrity of the Objects and data to its metadata.

The Vendor shall propose "bulk-transfer" capabilities, such as, but not limited to Amazon AWS Snowball, temporary bandwidth increases, or other means, as well as proposed mechanisms to transfer large quantities of existing data to conduct all initial and post migration services within this section, such that the data migration proceeds in a reasonable time, defined as not-to-exceed eight months. If more than eight months is needed to transfer data during the initial migration or the post migration, Vendor shall demonstrate a mitigation plan with any steps which can be taken to decrease this time period from the time period it believes to be possible.

11. Service Level Agreement

Vendor shall ensure all interfaces and interactions between Vendor's Hosted Services and RRC's applications, systems, and users are delivered in a continuous, uninterrupted manner to ensure highest level of data integrity. Vendor shall provide the following as part of a Service Level Agreement:

- Online searchable web services using key meta-data reference.
- Redundant Operation Services.
- Backup and Recovery Services.
- Webservice availability 99.9%.
- Reserved Service Capacity to ensure storage availability and performance.
- Vendor will work with RRC to properly classify the severity level of any issue reported in accordance with the SLA.

11.1. Service Standard

- Unless otherwise provided for in this SOW, the Hosted Services will be available to RRC 99.9% of the time during each calendar month.
- Vendor shall perform and ensure completion of a successful daily backup of applications, database, and associated code to be used to restore services in the event of an incident, compromise, or system failure. Vendor is solely responsible to RRC for operations of any center providing Hosted Services under the Contract and for ensuring security, backup, and disaster recovery processes and procedures are in place for all Hosted Services, Licensed Applications, and services delivered under the Contract.

- Vendor shall ensure security patches and revisions of Vendor's Hosted Services and Licensed Applications, including software, are evaluated, and applied in a prompt and timely manner. Vendor's evaluation and application of patches, revisions, and/or modifications shall include Vendor's performance and coordination of regression testing and user acceptance testing by RRC. Delivery and performance of remediation of any security vulnerability within Vendor's Hosted Services and Licensed Applications, including software, is the sole responsibility of Vendor and shall be provided at no additional charge to RRC.
- Vendor shall work with RRC to properly classify the severity level of any issue reported in accordance with SLA.

Table 1: Severity Level Descriptions and Requirements

Severity	Description	Response Time	Target Resolution Time
Severity 1	<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.</p>	4 business hours	4 business hours
Severity 2	<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	8 business hours
Severity 3	<p>System experiences performance issue(s) or a 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.</p>	48 business hours	48 business hours

11.2. System Monitoring and Measurement

Vendor will provide for monitoring of System Availability on an ongoing basis. All measurements of System Availability will be calculated monthly for each calendar month during the Term. Vendor is required to permit RRC to perform an audit for data leakage or loss, and Vendor shall fully cooperate with RRC in any such audit.

11.3. Correction of Defects and Deficiencies

The Vendor will correct, at its expense, digital imaging defects that deviated from specifications, including deficiencies in Object quality caused by processing. The Vendor will rework any assignments that have an error rate exceeding the RRC's tolerance for errors, at no charge to the RRC. The Vendor will review all images for quality and adherence to the RRC quality agreement with the Vendor and will correct deficiencies at no charge to the RRC for the life of the contracted service.

11.4. Service Level Credits Against Fees

In the event Unscheduled Downtime occurs, RRC will be entitled to credits against its subsequent payment of Annual License Fee for Hosted Services according to the following formula: If system availability is below 99.9%, but above 97.9%, in any calendar month, RRC's next due Annual License Fee will be reduced by 5% of the prorated, Monthly Subscription Fee (Annual License Fee amount divided by 12) accrued for the total duration of unscheduled downtime in excess of the Service Standard. If system availability is below 97.9% or below, RRC's Annual License Fee obligation will be reduced by 50% of the prorated Monthly Subscription Fee accrued for the total duration of the Unscheduled Downtime in excess of the Service Standard. In the event RRC has no subsequent payment obligations owing to Vendor, Vendor shall issue a refund of credits owed to RRC within 30 days of Vendor receiving written notice of RRC's request for credit refund.

11.5. Termination For Performance Deficiencies

Vendor acknowledges that System Availability is important to RRC's business processes. Accordingly, RRC may terminate the Contract if (i) Vendor fails to meet the Service Standard three (3) or more times during any twelve (12) month period; or (ii) System Availability for any single calendar month falls below 90%; or (iii) System is unavailable for any consecutive 48-hour period within the month.

12. Training

Vendor is required to provide all goods and/or services, including personnel, on site or remote as applicable, necessary to provide training services/solutions. This will include as applicable, but not be limited to, the following:

- Written documentation of procedures to be followed (manuals, desk references, operation guides).
- End user training on projects completed prior to final implementation of solution.
- Vendor personnel, who are knowledgeable in the use of the equipment or procedures at hand, to provide in person training.
- Instructional videos.
- Reference material.

Methods of contact to answer and resolve end-user questions. If Vendor's proposed services for any of the items contained in this SOW require RRC and/ or end user training, Vendor's proposal shall include a detailed description of the training and shall include all costs associated with the training.

13. Work Effort/ Solutions

Upon RRC issuance of a request for work, Vendor will analyze and will provide a document containing work efforts/solutions and the associated cost per work efforts/solutions (such as, but not limited to, prepared boxes, number of Objects incorporated into the ECM, indexed records, workplan with schedule, tasks and resource identification). All requested work efforts/solutions will include a workplan, project schedule, resource identification and associated line-item cost. All costs for service must be included within the Offerors proposed solution.

14. Authorization to begin work/Purchase Order

A signed Purchase Order authorizes Vendor to immediately begin the Work described in the document containing work efforts/solutions document discussed above unless the document states a later start date for all or part of the Work, or if the Purchase Order is a Limited Purchase Order that permits the Vendor to begin only a portion of the Work.

15. Pricing

Respondent proposed pricing must include all items listed within *Table 2 Price Sheet*.

Pricing provided to RRC must be configured to show actual price, not percentage discount from MSRP. In the event that the document imaging items listed in the pricing sheets do not adequately align with the Respondent's line-of-business/offerings, Respondent may add unique or miscellaneous document imaging product/services/solutions, as long as the offering is with the scope of Document Imaging as defined in this solicitation.

If RRC is required to purchase licenses, hardware, or other items on behalf of the vendor for vendor to perform work for RRC, vendor will provide an invoice credit on the first invoice to reimburse RRC for full cost of items to be used by vendor.

Additionally, Respondent shall include cost estimate for the transition of 62 TB+ of existing data from the current two primary and two secondary platforms into a single storage system.

THE RESPONDENT IS STRONGLY ENCOURAGED TO PROVIDE ITS BEST PRICE IN ITS PROPOSAL.

Table 2: Price Sheet

Product Category				Unit of Measure	Price
Document Imaging					
Black and White Image Capture	Low (200 DPI)	Index Field - Type 1	16-30 Characters		
Black and White Image Capture	Medium (300 DPI)	Index Field - Type 1	31-45 Characters		
Black and White Image Capture	High (400 DPI)	Index Field - Type 2	Up to 15 Characters		
Black and White Image Capture	Very High (600 DPI +)	Index Field - Type 2	16-30 Characters		
Black and White Image Capture	Preservation < 600 PPI	Index Field - Type 2	31-45 Characters		
Black and White Image Capture	Preservation >= 600 PPI	Searchable PDF Documents	Scanned images with text portions		
Color Image Capture Service/Solution	Medium (300 DPI)	Special Document Handling Service/Solution	Handling includes overnight vault storage services		
Color Image Capture Service/Solution	High (400 DPI)	Special Document Handling	Special handling for fragile materials		
Color Image Capture Service/Solution	Very High (600 DPI +)	Special Document Handling	Handling includes stringent environmental requirements/solutions		
Color Image Capture Service/Solution	Preservation < 600 PPI	Capture from Special Formats Service/Solution	Photographic prints		
Color Image Capture Service/Solution	Preservation >= 600 PPI	Capture from Special Formats	Photographic negatives		
Large Format Image Capture Service/Solution	Medium (300 DPI)	Capture from Special Formats Service/Solution	Newspapers		

Large Format Image Capture Service/Solution	High (400 DPI)	Capture from Special Formats Service/Solution	X-Rays		
Large Format Image Capture Service/Solution	Very High (600 DPI +)	Capture from Special Formats Service/Solution	Manuscripts		
Transparent Media Image Service/Solution	Medium (1200 PPI)	Capture from Special Formats Service/Solution	Drawings		
Transparent Media Image Service/Solution	High (2400 PPI))	Capture from Special Formats Service/Solution	Bound Books		
Transparent Media Image Service/Solution	Very High (4000 PPI+)	Enhancing Images Service/Solution	Bit depth		
Image Processing Service/Solution	Low (200 DPI)	Enhancing Images Service/Solution	Resolution		
Image Processing Service/Solution	Medium (300 DPI)	Enhancing Images Service/Solution	Tonal dynamic range		
Image Processing Service/Solution	High (400 DPI)	Enhancing Images Service/Solution	Contrast		
Image Processing Service/Solution	Very High (600 DPI +)	Enhancing Images Service/Solution	Color space		
Image Processing Service/Solution	Preservation < 600 PPI	Delivery Media	CD		
Image Processing Service/Solution	Preservation >= 600 PPI	Delivery Media	DVD		
Microfiche Conversion Service/Solution	Conversion of microfiche to digital Images	Delivery Media	USB		
Microfiche Conversion Service/Solution	Conversion of microfilm to digital Images	Delivery Media	External hard drive		
Index Field - Type 1	Up to 15 Characters	Transportation of Source Material	Secure carrier charge for each box in shipment		
Secure Document Destruction Service/Solution	Non-Paper Destruction	Secure Document Destruction	Paper Destruction		

	Service/solution		Service/Solution			
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16. Service Requirements

- Vendor will provide estimates for work requested by RRC according to the Work Effort/ solutions outlined in Section 13.
- Vendor will not begin work until RRC issues a signed Purchase Order for each Work Effort/Solution.

After Vendor receives a fully executed Contract, a kickoff meeting may be held via teleconference or at RRC’s headquarters offices located at 1701 North Congress, Austin, TX, at a date and time acceptable to both parties. In addition to providing high level overview of the effort or solution, the project kick-off meeting will serve as an introduction opportunity between Vendor and RRC team(s.)

- Prior to start of work, all Vendor staff (including but not limited to employees, contract employees, and subcontractors) assigned to or otherwise working on RRC’s effort or solution, shall sign a “Vendor Information Security Agreement” (see *Attachment A Vendor Information Security Agreement*).
- If a work effort or solution requires the use of RRC computer systems, prior to the start of work, all Vendor staff (including but not limited to employees, contract employees, and subcontractors) assigned to or otherwise working on RRC’s effort or solution are required to complete RRC’s Information Security Training.
- Vendor staff shall be on site at RRC headquarters during specific times required by RRC.
- Work effort or solution activities may be performed from remote locations within the United States; no remote work will be conducted outside of the U.S.
- Vendor staff working off-site may access RRC’s repository using RRC approved tools for remote access.
- Vendor shall provide all equipment and office supplies/consumables required for Vendor staff to perform and complete work required under the contract.
- The Vendor shall request relevant network access and systems credentials necessary to complete work under the contract through RRC’s Access Request procedure.
- RRC shall provide temporary office space, meeting room(s), security badges and parking permits for Vendor staff while on site to conduct meetings or work sessions when needed.

17. Invoice Requirements

To the extent the Awarded Contractor is not a Texas state agency, payment for services will be made by RRC in accordance with the State of Texas Prompt Payment Law; Chapter 2251 of the Texas Government Code. If the Awarded Contractor is a Texas state agency, payment for services will be made by RRC in accordance with the Interagency Cooperation Act; Chapter 771 of the Texas Government Code. The awarded Contractor shall not begin or provide any

services until issuance of a Contract by RRC. RRC does not guarantee a specific compensation to the Contractor throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed. Vendor's invoice must clearly reflect the following:

- RRC Contract Number.
- RRC Bill to Information.
- Vendor Name.
- Vendor Address.
- Vendor Remit Payment to Information.
- Vendor Identification Number assigned by Texas Comptroller of Public Accounts.
- Invoice Date.
- Invoice Number (may not be duplicate invoice number from prior invoice submitted).
- Date(s) of Deliver of Service(s) and/or Goods.
- Description of Services.

18. Vendor Responsibilities

- In the event that a Work Plan is needed as part of a Work Effort/Solution all items required under the work effort/solution shall be provided on the dates within the approved workplan and associated project schedule. If deliverables cannot be provided timely and in accordance with the approved effort or solution schedule, Vendor shall provide RRC's project manager written notice of delay prior to the deliverable due date and include a proposed revised schedule plus an analysis and conclusion of impact on related tasks and the overall project. Alterations or deviations from the approved workplan or associated schedule shall not occur unless Vendor receives written approval from RRC's designated contract manager and project manager.
- In the case that RRC determines that it must obtain licenses, equipment, materials, or other products needed for Vendor staff to perform their work, Vendor(s) will provide RRC with credits on invoices in the amount of the cost of those items used by the vendor staff. Prior to authorizing work to begin, RRC will provide vendor(s) with estimated license, equipment, material, and other product costs for items that RRC may be required to obtain for the year. Costs could change as licenses/contracts are renewed and vendor(s) will be notified accordingly.
- Vendor shall be responsible for planning and scheduling activities to accomplish completion of all necessary work described in the SOW, the executed Contract, and any Work Effort/Solution. Vendor is required to create and update (bi-weekly at minimum) the associated effort or solution schedule that is required to be maintained throughout the effort or solution lifespan. Vendor shall provide to RRC's designated contract manager and project manager the schedule and any updates thereto.

- Vendor shall be responsible for project management and diligent prosecution and execution of all work required under the Contract, including work stated within this SOW and any Work Effort/Solution necessary and appropriate to customize, integrate, and implement the effort or solution selected by RRC. Vendor shall use RRC and Vendor agreed upon templates, standards, and sign-off requirements.
- Vendor and RRC shall collaborate on the procedural, reporting, and communication processes and structures for managing Vendor's provided services. Such processes and structures shall be documented and maintained by Vendor (in a repository accessible to RRC contract manager and project manager), approved by RRC, and modified and updated by Vendor on a periodic and continuous basis to reflect changes to the business and operational relationship.
- Vendor shall be responsible for conducting weekly progress and status meetings with RRC's designated contract manager and project manager and may include other individuals as deemed necessary for the scope of the meeting for efforts or solutions when RRC deems status reports are necessary.

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

19. Period of Performance

The original term of this Contract shall be effective as of September 1, 2023 and shall continue through August 31, 2025 unless extended by written amendment or terminated in accordance with the RRC Standard Terms and Conditions. RRC reserves the right to renew the Contract for up to three (3) 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

20. Draft Project Work Plan

Respondent shall develop a Draft Project Work Plan for all areas associated with this SOW for written approval by RRC. The Draft Project Work Plan shall specify, to the greatest degree possible, the activities that are to be undertaken, including a step-by-step timetable and the names or titles of the Vendor's staff involved in each step. This shall include all resource requirements necessary to successfully complete the project. The Respondent shall provide a Draft Project Work Plan as part of their response to this SOW. Vendor shall provide a draft high-level Project Work Plan addressing the tasks specified in the SOW, which shall include:

- A description of key activities and milestones.

- A detailed technical approach for the transition of the existing 62 TB of data from the current two primary and two secondary platforms into one storage system.
- A detailed methodology description of the Vendor's approach to analyze, assess, validate, document and complete imaging and ECM tasks.
- A detailed description of the Vendor's approach to security, training, service level agreement, and end of engagement transition plan.
- A description of the resources necessary from Agency to support the process, including estimates of time needed from Agency's subject matter experts and high-level analysis of data gathering requirements.
- Any assumptions and dependencies of the project.

21. Additional RRC Terms and Considerations

- Vendor shall indicate their agreement to comply with the confidentiality and non-disclosure requirements as required by RRC.
- All items of this agreement shall be done in accordance with the Service Level Agreement.
- Agency may request oral presentations.
- Agency In-scope applications and servers are located within the DIR DCS Data Center. The successful Vendor will coordinate access and work with the agency and the DCS Vendor.
- In the event of a conflict between the Purchase Order and the DIR Contract, the DIR Contract term shall control.
- The Cooperative Contracts and Data Center Services programs are governed by separate [Government Code Section 2054.382](#), and therefore have unique requirements. Agencies within the DCS program are required to have approved DCS exemptions in addition to any exemptions or Statements of Work (SOWs) approvals that may be needed or may have already been approved through the DIR Cooperative Contracts program.
- Under [Texas Government Code, Chapter 2054](#), Subchapter M, and DIR implementing rules, state agencies must procure electronic and information resources (EIR) that complies with the Accessibility Standards defined in the Texas Administrative Codes [1 TAC 206](#), [1 TAC 213](#), and in the [Worldwide Web Consortium WCAG 2.0 AA](#) technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.
- Vendor must ensure any work product developed complies with the above requirements and technical standard, as applicable.
- 1 TAC § 213.18(e) – Unless an exception is approved by the executive director of the state agency pursuant to § 2054.460, Texas Government Code, and § 213.17 of this chapter, or unless an exemption is approved by the [Department of Information Resources], pursuant to § 2054.460, Texas Government Code, and § 213.17 of this chapter, all electronic and information resources [EIR] products developed, procured or changed through a procured services contract, and all electronic and information resource services provided through

hosted or managed services contracts, shall comply with the provisions of Chapter 206 and Chapter 213 of this title, as applicable.

- 1 TAC § 213.18(d) – This subchapter applies to EIR developed, procured, or changed by an agency, or developed, procured, or changed by a contractor under a contract with an agency which requires the use of such product, or requires the use, to a significant extent, of such product in the performance of a service or the furnishing of a product.
- Vendor Information Security Agreement - The purpose of the RRC Vendor Information Security Agreement is to establish the rules for Vendor access to RRC Information Resources and support services, Vendor responsibilities, and protection of RRC information.

22. Schedule of Events and Response Guidelines:

The following dates represent the RRC’s desired schedule of events associated with this Statement of Work inquiry. RRC reserves the right to modify these dates at any time, with appropriate notice to prospective Vendor.

Table 3: Schedule of Events

Date	Activity
March 31, 2023	ISSUANCE OF SOW
April 14, 2023 2:00 PM CT	DEADLINE FOR SUBMITTING QUESTIONS (NO LATER THAN 1:00 PM CT)
April 21, 2023	AGENCY RESPONSE TO WRITTEN QUESTIONS
April 28, 2023 2:00 PM CT	RESPONSE DUE DATE (NO LATER THAN 2:00 PM CT)
May 31, 2023	ANTICIPATED AWARD

23. Question and Answers:

Vendor must submit all questions regarding this SOW by email to the point of contact below. Questions regarding this SOW will be accepted by the date and time specified in the table above. RRC will respond to questions received no later than the date and time specified above.

By submission of an inquiry, Vendor acknowledges that the applicable inquiry and official answer may be shared with other Vendors and therefore Vendor will not include any confidential or proprietary information in such inquiries. RRC will not identify the Vendor that submitted any particular inquiry.

24. Vendor Response

Response Due Date: April 28, 2023 by 2:00 PM CT

Formal responses MUST be e-mailed to reese.miller@rrc.texas.gov.

Hand Delivery: The RRC will not be accepting physical delivery for this solicitation**Responses, Inquiries, and comments must reference: RRC Solicitation No. 455-23-1001, and DIR Contract Number.**

Response should be submitted in following format:

- Company Experience with similar projects.
- Narrative on how the Vendor will meet each requirement, including a Draft Project Work Plan with technical approach.
- Pricing and Estimated Timeline.
- Contact Information.

All written deliverables shall be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).

Respondent shall demonstrate its knowledge and expertise of the environment (e.g., platforms, software, applications, network, tools, etc.) for which work is to be performed.

- Outline of capability to deliver the required services, including process, functional and technical expertise.
- Agreed-on SOW for services.
- Project plans for project services or transition.

25. Response Evaluation Criteria**Responses to this solicitation will be evaluated on a Pass/Fail basis.**

Vendor response shall provide evidence of its service capabilities, including but not limited to the following:

- Experience levels/resumes for technical staff working on the project.
- Vendor shall include an outline of its capability to deliver the required services, including process, functional and technical expertise.
- Vendor may also include the types of information that it anticipates providing as part of each deliverable.
- A description of key activities and milestones.
- A detailed methodology description of the Vendor's approach to analyze, assess, validate, document and complete imaging and ECM tasks.
- A detailed description of the Vendor's approach to security, training, service level agreement, and end of engagement transition plan.
- Competitive pricing for document imaging and management services.

- Competitive pricing for Monthly hosting and storage costs.
- Competitive pricing for staff resources used on the project.
- Project plan with technical approach that includes the method for planning and sizing of work to be performed including the Draft Project Work Plan with technical approach (overview of proposed solution, quality control and performance measurement approach).
- Vendor Experience, History, and the most recent letter grade score in the CPA Vendor Performance System.
- Price

Table 4: Evaluation Criteria

Criteria	Maximum Possible Score
Project Plan with technical approach	Pass/Fail
Experience	Pass/Fail
Price	Pass/Fail
Total	Pass/Fail

26. RRC Attachments:

- Attachment A Vendor Information Security Agreement.
- Attachment B-RRC Sample Contract
- Attachment C DIR DCS RFO Language.

27. Point of Contact:

All communications for this SOW must be directed through the Agency Point of Contact:

J. Reese Miller, CTCM, CTCD

Contract Manager

Railroad Commission of Texas

1701 N. Congress Avenue Austin, TX 78701

Ph: 512-463-6752

Email: reese.miller@rrc.texas.gov

28. DIR SIGNATURE OF SOW

DIR USE ONLY BELOW THIS LINE _____

Texas Department of Information Resources SOW Number: 000688

DocuSigned by:
Lynn Hodde
0822F0E300F24F3...

Lynn Hodde

DIR Authorized Signature

Printed Name

8/28/2023 | 7:10 AM CDT

Deputy CPO

Date

Title

CONTRACT NO. 455-23-1001
between
RAILROAD COMMISSION OF TEXAS
and
NEUBUS, INC.
for
Document Imaging & Electronic Content Management

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 **NEUBUS, INC.** (“Vendor”), located at **2300 Greenhill Drive, Building 9, Suite 900, Round Rock, Texas 78664** (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 implementation services and support required to maintain, enhance, and expand RRC’s current system (“Document Imaging and Electronic Content Management”), and

WHEREAS, in accordance with applicable provisions of Texas Government Code Chapters, 2155, 2157 and 2261, RRC has selected Vendor to provide the desired Document Imaging and Electronic Content Management solution referenced within the RRC SOW No. 455-23-1001 (“SOW No. 455-23-1001”), and the Vendor has agreed to provide the desired Document Imaging and Electronic Content Management solution referenced within SOW No. 455-23-1001, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of SOW No. 455-23-1001 including but not limited to insurance and specifications within the Statement of Work, constitute part of this Contract No. 455-23-1001.

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

I. CONTRACT DOCUMENTS

1.1 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 Document Imaging and Electronic Content Management solution (“Services”), including all labor, qualified personnel, management, coordination, equipment, materials, insurance, 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. Vendor’s DIR contract: DIR-CPO-4407.
- b. This Contract No. 455-23-1001;
- c. Exhibit A, SOW No. 455-23-1001, including all associated attachments, appendices, exhibits, and addenda; and
- d. Exhibit B, Vendor’s Offer, dated April 28, 2023 (Neubus’ Offer), including Original Pricing.

- e. Exhibit C, Vendor's Transmittal Letter-Best and Final Offer (Neubus' BAFO) dated June 12, 2023.

1.2 INCORPORATED BY REFERENCE. All elements listed in 1.1.a. through 1.1.e. are attached and hereby incorporated by reference and constitute part of the Contract as if fully set forth herein.

1.3 ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, any inconsistency among the Contract Documents shall be resolved applying the order of priority as listed below:

- a. DIR-CPO-4407.
- b. This Contract No. 455-23-1001; then
- c. Exhibit A, SOW No. 455-23-1001; then
- d. Exhibit B, Vendor's Offer; and then
- e. Exhibit C, Vendor's Transmittal Letter-Best and Final Offer (Neubus' BAFO)

II. TERM

2.1 CONTRACT AWARD.

- a. The original term of this Contract shall be from September 1, 2023, and shall continue through August 31, 2025 ("Original Term"), unless terminated earlier as provided in SOW No. 455-23-1001, and/or section 2.2 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 three (3) additional one-year optional renewal terms as set forth below.

- First Optional Renewal: September 1, 2025 – August 31, 2026
 - Second Optional Renewal: September 1, 2026 – August 31, 2027
 - Third Optional Renewal: September 1, 2027 – August 31, 2028
- 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.

2.2 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 2.02c.
- 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.

2.3 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

3.1 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 **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)**. This Contract not-to-exceed amount may be changed only through written Amendment to the Contract.

3.2 SERVICES.

- a.** Vendor shall provide the goods and services necessary and reasonably inferable to complete the work described in SOW No. 455-23-1001.
- b.** Vendor's services shall include all disciplines agreed upon between the Parties and all related usual, customary 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 Offer in response to the SOW No. 455-23-1001. 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 (SOW No. 455-23-1001) 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 SOW No. 455-23-1001.
- 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.

3.3 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 SOW No. 455-23-1001. Vendor's invoice must be submitted to invoices@rrc.texas.gov, the RRC Project Manager, and the RRC Contract Manager.

IV. FUNDING

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

V. VENDOR PERSONNEL

5.1 REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Vendor shall have available, under direct employment and supervision and/or subcontract agreement fully incorporating the terms and conditions of the Contract Documents, the required qualified and properly

licensed (as applicable) personnel to properly fulfill all the terms and conditions of the Contract.

VI. NOTICES

6.1 LEGAL NOTICES.

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

For RRC:

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

For Vendor:

Neubus, Inc.
2300 Greenhill Drive, Building 9, Suite 900
Round Rock, Texas 78664
 Attention: Christopher Albury
 Phone: (512) 833-6197
 Email: calbury@neubus.com

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

VII. MISCELLANEOUS PROVISIONS

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

7.2 SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract No. 455-23-1001 shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

7.3 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.

7.4 SOVEREIGN IMMUNITY. The Parties agree and acknowledge that nothing contained in SOW No. 455-23-1001, 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.

7.5 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).

7.6 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.

7.7 PROHIBITION ON CONTRACTING WITH COMPANIES ENGAGED IN BOYCOTTING ENERGY COMPANIES. Vendor represents and warrants that pursuant to Texas Government Code §2274.002 as added by SB 13 (87R), Vendor (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

7.8 PROHIBITION ON CONTRACTING WITH COMPANIES ENGAGED IN DISCRIMINATION AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS. Vendor represents and warrants that Vendor (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

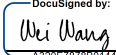
7.9 FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signature to this Contract, Vendor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Vendor signs this Contract with a false statement or it is subsequently determined that Vendor has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

7.10 ENTIRE CONTRACT AND MODIFICATION. This Contract No. 455-23-1001 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. *Notwithstanding anything herein to the contrary, this Contract shall take effect no earlier than August 22, 2023, the date of the next open meeting of the Railroad Commission of Texas.* In anticipation that this Contract is likely to be approved by RRC's governing body at the next open meeting, RRC's authorized representative may elect for convenience and to expedite the execution of this Contract to sign on the line below prior to said date. *If RRC's authorized representative below elects to sign this Contract prior to the date of the next open meeting, RRC's representative certifies that his or her authority to enter into this Contract is expressly contingent on approval of this Contract by the Commission at the next open meeting. If the Commission approves this Contract, signature authority for RRC is effective on the date of August 22, 2023 or the date that RRC's representative signs below, whichever occurs last. The Parties agree that execution of this Contract is contingent on Commission approval. If the Commission does not approve this Contract at the next open meeting, this Contract shall not take effect.* Otherwise, by the signatures below, each signatory represents and warrants that they have the authority as of the date of their respective signature to enter into this Contract on behalf of the respective Parties.

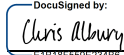
RAILROAD COMMISSION OF TEXAS

NEUBUS, INC.

DocuSigned by:

A320E7878901444

Wei Wang
Executive Director
7/20/2023





Date of Execution

DocuSigned by:

E1B18F559E234B6

Christopher Albury
Title: CEO
7/19/2023

Date of Execution

_____RRC use only below this line.

Division Director: 
Assistant Executive Director: 
Director of Operations: 
Office of General Counsel: 

7/18/2023
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