

STATEMENT OF WORK (SOW)

RRC Salesforce and Tools Implementation Services

Application Maintenance and Support/Application Development

Railroad Commission of Texas

7/09/2022

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PART 1: Introduction and Background

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 SOW to qualified entities to submit a response to provide to RRC information technology services and support as described herein and in accordance with all terms, conditions, and specifications contained within the SOW and Contract Documents. Responses must be received by the Railroad Commission of Texas, Contract Management Section, via email no later than 2:00PM (CT), Thursday July 11th, 2022 for SOW No. 455-22-1027, Information Technology Services: Salesforce and Tools Implementation Services –(STIS).

1.2. Project Background & Objectives

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 RRC is continuing its commitment to quickly and efficiently transition from outdated and often unsupported applications to a modernized applications suite with readily available support.

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

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

1.3. Multi-Vendor Solutions (Joint Ventures)

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

1.4. Multiple Responses

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

1.5. 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."

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

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

1.6. Guiding Principles

The RRC recognizes that ensuring the efficiency and effectiveness of its programs is more than allocating and expending resources responsibly. The RRC seeks to further develop systems, workforce, and infrastructure to address complicated and evolving challenges to the state's energy industries. Robust and secure information management systems, collaboration to develop innovative solutions, a highly skilled and diverse workforce, and a commitment to sustainability are the pillars that support the efficiency, transparency, accountability, and effectiveness of RRC programs.

1.7. 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 RRC's role.

1.8. Current State Challenges

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

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

1.9. Stakeholders

The solution shall be leveraged by all divisions within the agency as well as external operators and interested users.

As of 2021, RRC employs approximately 1000 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
Operations	The Operations 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.
Critical Infrastructure	The Critical Infrastructure Division has regulatory authority for weatherization of electricity supply chain facilities. The Critical Infrastructure Division is responsible for tracking critical infrastructure and non-critical facilities in the electricity supply chain, collaborating with other state agencies by securely sharing confidential and non-confidential data, analyzing emergency operations plans developed by natural gas facility operators that produce, treat, process, pressurize, store, and transport natural gas that are included in the electricity supply chain, inspecting gas supply chain and pipeline facilities for compliance with weatherization rules, tracking and comparing data submitted by operators and collected during inspections, producing confidential and public reports using electricity supply chain and weatherization data.
Financial Services	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.
Information Technology Services	<p>The Information Technology Services (ITS) Division is responsible for providing automated information management services for the RRC in the central and district offices. The ITS Division resources are dedicated to support the Commission's divisions and leadership with their computing infrastructure needs.</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>
Government Relations	Government Relations coordinates the government relations, communications, and outreach and ombudsman functions for the RRC. The division identifies and

RRC Business Division	Overview of Responsibilities
	monitors important legislative issues affecting the RRC and the industries that fall under the jurisdiction of the RRC.
Communications	The Communications 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. The Communications Division also serves as the agency ombudsman and responds to inquiries from the public, state officials, other governmental agencies and industry representatives.
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	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.
Oil & Gas	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

RRC Business Division	Overview of Responsibilities
	<p>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> <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 regulating surface mining for coal and uranium exploration. Companies mining coal/lignite in Texas must have a RRC 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>

RRC Business Division	Overview of Responsibilities
	<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>

PART 2: Project Scope

2.1. Statement of Work

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

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

- Salesforce platform
- Integration tools in use by RRC, including
 - MuleSoft
 - Informatica
 - GoAnywhere
- Security tools and techniques in use by RRC

Vendor must include within the "Vendor's Submittals" section any additional statements, including any statements arising from Section 4.1 *Submittal Instructions* of this SOW, or such other information Vendor deems necessary, valuable, and appropriate to fully inform RRC of Vendor's qualifications, expertise, and superiority in selection as Vendor for Contract award.

2.2. Period of Performance

Vendor shall complete all work under any resulting contract within an original contract term ending no later than August 31, 2024. At RRC's discretion, original Contract term, may be renewed 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

2.3. Warranty

Please see the Warranty and Certification provisions for this SOW in the Sample Contract (*Attachment 7 Sample Contract*). The selected Vendor will be responsible for providing the Warranties and Certifications in Section IV of the Sample Contract.

2.4. Project Risks

- Multiple Vendors may be involved on work that overlaps or as joint solution. This will require coordination among parties and potential change management in-flight.
- Funding certainty across multi-year contracts will be dependent on continued legislative approvals.

2.5. RRC Workorder Expectations of Vendor

1. After each Workorder approval and workplan acceptance, a project kickoff meeting must be held at RRC's headquarters offices, Austin, TX, at a date and time acceptable to both Parties.

Note: Project Kickoff Meetings may be held remotely at RRC's sole discretion.

2. In addition to providing high level overview of the project, the project kickoff meeting shall serve as an introduction opportunity between Vendor and RRC project teams.
3. RRC is required, when applicable, to follow the State of Texas DIR Project Delivery Framework process, including Framework Extensions, therefore any response and Workorder response must include creation of artifacts required under the Texas DIR Project Delivery Framework.
4. The Vendor shall use approved RRC documentation templates, standards, and sign-off requirements for documentation when applicable.
5. Prior to start of work on any approved workorder, the Vendor staff, including but not limited to employees, contract employees, and subcontractors, assigned to or otherwise working on RRC's project, must sign a Vendor Information Security Agreement ("VISA") (see *Attachment 5 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 mandatory 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 Shared Technology Services ("STS") (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 or other declarations of emergency by the Governor of Texas.
11. RRC, in its sole discretion, will determine “critical” and “non-critical” project activities and Vendor staff.
12. Non-critical project activities may be performed from remote locations within the United States. No remote work shall be conducted or performed outside of the United States, and all data must remain in the United States.
13. Vendor staff working off-site must access RRC’s repository using RRC approved tools for remote access.
14. Vendor must provide all equipment required for Vendor staff to perform and complete work required under the Contract.
15. Through RRC’s Access Request procedure, RRC will provide to the Vendor project team any network and systems credentials necessary to complete work under the Workorder(s).
16. RRC will provide temporary office space, meeting room(s), security badges and parking permits for Vendor staff while on site to conduct meetings or work sessions.
17. Procedural, reporting, and communication processes and structures for managing the Vendor-provided services will be established through collaborative discussion between the selected Vendor and RRC. These processes and structures will be documented and maintained by Vendor, approved by RRC, and modified and updated on an ongoing basis to reflect changes to the business and operational relationship.
18. Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the RRC Project Manager.
19. If the deliverable cannot be provided within the scheduled time frame, the Vendor is required to contact the RRC Project Manager in writing with a reason for the delay and the proposed remedial actions and revised schedule. The request for a revised schedule must include the impact on related tasks and the overall Workorder.
20. If changes to the schedule, tasks, and timelines of the overall Workorder are agreed to by RRC, RRC Project Manager will provide written approval to the Vendor.

2.6. General RRC Roles and Responsibilities

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

- Dispute resolution
- Workorder change management
- Performance reporting, Workorder status, outstanding service request status

2.7. General Vendor Roles and Responsibilities

- Vendor shall provide personnel who have identifiable work experience and education to perform their assigned work. Detailed experience and qualifications for the Vendor's staff members shall be provided to the RRC prior to the staff commencing any work.
- Vendor shall be responsible for project management and performing all other related implementation activities needed for each Workorder.
- Vendor shall identify points of contact for resolving any key questions or issues that may arise. Vendor's Project Manager shall be responsible for making those individuals available to respond to issues in a timely manner.
- Vendor shall be responsible for planning and scheduling activities to accomplish completion of all necessary work described in the SOW, executed Workorder(s).
- As applicable, Vendors must (1) comply with hosting solutions provided by the Department of Information Resources (DIR) STS or (2) collaborate with RRC to request a DIR exception (best-value-for-the-state justification) to use any other hosting solutions. For additional information on hosting, please see Attachment 10, DCS Language.
- All data shall be hosted in the United States.
- Vendor shall indicate their agreement to comply with the confidentiality and non-disclosure requirements stated in this SOW.
- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel without subject matter expertise
- Agency may request oral presentations.

2.8. Initial Workorders

The following sections (2.8.1 – Surface Mining and Reclamation Division (SMRD) Inspection and 2.8.2 – SMRD Permitting) describe two work efforts that the agency has identified as priority and needed for immediate implementation. These sections describe more detailed business processes, and high level requirements expected as part of the final implementation of each of the work orders.

2.8.1. Surface Mining and Reclamation Division Inspection system

Please see *Attachment 1 SMRD Inspection system* to this SOW for a more detailed explanation of the Surface Mining and Reclamation Division processes / needs and provide pricing on creating an application to perform the Inspections portion electronically. If you require special assistance accessing this document or require this document in a different format, please contact the Point of Contact, J. Reese Miller, listed in *Table 3 Point of Contact*.

The purpose of this Workorder is to request the submission of an overall Workplan and associated costs for the build-out of the existing Salesforce-based RRC Mining Inspection and

Enforcement Reporting System (MINERS) prototype and implementation of a full Surface Mining and Reclamation Division (SMRD) Inspection system, as provided in this SOW as *Attachment 1*, to include the Workplan, requirements documentation, design, development, integration, testing, training, documentation, knowledge transfer, and deployment of a Salesforce-based application and related business processes.

Major Surface Mining and Reclamation Division inspection business processes include:

Tracking/recording of violations,

- Tracking/recording of complaints,
- Tracking/recording of permits,
- Tracking/recording of Inspections,
- Historical record storage and searchability,
- Inspection schedules and tracking,
- Uploading/storage of video files,
- Send a case and associated documents to the Case Administration Service Electronic System (CASES) application for Enforcement/Hearings proceedings,
- Generation of correspondence and reports through templates and data merging from stored records.

Assumptions

1. All deliverables will have agreed upon acceptance criteria defined in the associated Deliverable's Expectation Document provided by Vendor that has received RRC approval.
2. An approved Workplan, including related RRC comments and accepted responses, will be carried forth in the Implementation Phase of the Workplan.
3. Vendor will be responsible for ensuring appropriate measures, as defined in the associated design documents agreed upon by RRC and Vendor are in place to secure any sensitive data stored in any environment.
4. All work done for the Workplan that may affect other applications will be identified by the parties in the agreed upon Workplan and coordinated so that production environment of other applications is not adversely affected.
5. Although RRC will be responsible for User Accessibility Testing of the developed system, the Vendor will implement a solution that meets state and federal accessibility requirements.
6. Vendor may use development, testing and tracking tools that are not provided by the agency, with prior written agreement with RRC and with understanding that the vendor must provide their own licenses and maintenance of these tools. RRC will have access to these tools for the life of the project at no extra cost. Before the Workplan is concluded and tools are no longer available to the agency, vendor shall be required to provide RRC with all project artifact extracts in a format agreed upon between RRC and Vendor.

7. Vendor will evaluate the organization, roles, location, and quantity of RRC staff and RRC external users targeted for training. Based on this analysis, Vendor will propose methods and media to most effectively deliver training on the product.

Agency Resources

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

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

Scope

This Workorder is requesting the Vendor analyze the detail of work included herein at *Attachment 1 SMRD Inspection system* and submit a Workplan proposal with related costs to RRC.

High Level Workorder Deliverable Items

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

The Vendor Workplan must contain:

- The Work Order name and number.
- The Vendor's Project Manager (Vendor PM) and other contacts assigned to implement the scope of the Workorder.
- Vendor Interpretation of the Workorder.
- Detailed description of the technical approach, including but not limited to:
 - Software development/implementation approach, such as waterfall, iterative, or agile.
 - Proposed architecture of the solution, including the detailed approach for any applicable data interfaces, system interfaces, and data migrations.
 - Templates, including but not limited to those related to requirements documentation, design, testing, training, etc., that Vendor proposes for use to implement the scope of the Workorder.

- Techniques, including common and unique, that Vendor intends to use in approach to execution of any Workplan and performance of the work. RRC recommends an implementation approach that focuses on delivering independent and deployable increments of functionality, as opposed to a single implementation and deployment.
- Examples of each proposed document to be produced under the workplan, that help RRC understand the level of detail for each artifact.
- Quality Assurance / Quality Control procedures that describe the process and procedures to be performed by the Vendor to ensure the product meets the user requirements and the quality expected.
- An initial schedule, in hierarchical outline format, by activity and deliverable, and any known dependencies that demonstrates Vendor understanding of problem and work to be performed.
- RRC staff commitments required for each task and estimated hours.
- Include a break-out of business area SME and IT staff (by role) time requirements.
- The binding cost to complete the Workplan broken out by key deliverables with calculations of resource costs by role for respective deliverables.
- Key Vendor personnel and supporting personnel assigned to implement the Workplan and a current resume for key personnel, if one was not previously provided.
- Deliverable Expectation Document.
 - Format to be mutually agreed upon between RRC and Vendor.
- Vendor proposed Deliverable acceptance criteria.
- Signature of Vendor's Authorized Representative.

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

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

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

2.8.2. Surface Mining and Reclamation Division Permitting system

Please see *Attachment 2 SMRD Permitting system* to this SOW for a more detailed explanation of the Surface Mining and Reclamation Division processes / needs and provide pricing on creating an application to perform the Permitting portion electronically. If you require special assistance accessing this document or require this document in a different format, please contact the Point of Contact, J. Reese Miller, listed in *Table 3 Point of Contact*.

The purpose of this Workorder is to request the submission of an overall Workplan and associated costs for the implementation of a Surface Mining and Reclamation Division (SMRD) Permitting system, as provided in this SOW as *Attachment 1*, to include the Workplan, requirements documentation, design, development, integration, testing, training, documentation, knowledge transfer, and deployment of a Salesforce-based application and related business processes.

Major Surface Mining and Reclamation Division permitting business processes include:

- Tracking/recording of permit applications,
- Tracking/recording of permit application renewals,
- Tracking/recording of permit application revisions,
- Tracking/recording of bond releases,
- Historical permit storage, searchability, and comparison
- Tracking of the days that reports are in review or with other groups
- Uploading of files (the permit application) from industry
- Send a permit application, renewal, bond release or permit revision over to CASES application for Hearings proceedings,
- Generation of correspondence and reports through templates and data merging from stored records.

Assumptions

1. All deliverables will have agreed upon acceptance criteria defined in the associated Deliverable's Expectation Document provided by Vendor that has received RRC approval.
2. An approved Workplan, including related RRC comments and accepted responses, will be carried forth in the Implementation Phase of the Workplan.
3. Vendor will be responsible for ensuring appropriate measures, as defined in the associated design documents agreed upon by RRC and Vendor are in place to secure any sensitive data stored in any environment.

4. All work done for the Workplan that may affect other applications will be identified by the parties in the agreed upon Workplan and coordinated so that production environment of other applications is not adversely affected.
5. Although RRC will be responsible for User Accessibility Testing of the developed system, the Vendor will implement a solution that meets state and federal accessibility requirements.
6. Vendor may use development, testing and tracking tools that are not provided by the agency, with prior written agreement with RRC and with understanding that the Vendor must provide their own licenses and maintenance of these tools. RRC will have access to these tools for the life of the project at no extra cost. Before the Workplan is concluded and tools are no longer available to the agency, Vendor shall be required to provide RRC with all project artifact extracts in a format agreed upon between RRC and Vendor.
7. Vendor will evaluate the organization, roles, location, and quantity of RRC staff and RRC external users targeted for training. Based on this analysis, Vendor will propose methods and media to most effectively deliver training on the product.

Agency Resources

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

1. Surface Mining and Reclamation Division business users as Subject Matter Experts (SME), and related SME management;
2. RRC Information Technology Services (ITS) technical staff in roles of Developer, Database Administrator (DBA), Business Analyst (BA), and others as requested in the Workplan;
3. RRC ITS Security staff;
4. State of Texas STS contacts;
5. RRC ITS project manager(s).

Scope

This Workorder is requesting the Vendor analyze the detail of work included herein and submit a Workplan proposal with related costs to RRC.

High Level Workplan Deliverable Items

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

- The Work Order name and number.
- The Vendor's Project Manager (Vendor PM) and other contacts assigned to implement the scope of the Workorder.

- Vendor Interpretation of the Workorder.
- Detailed description of the technical approach, including but not limited to:
 - Software development/implementation approach, such as waterfall, iterative, or agile.
 - Proposed architecture of the solution, including the detailed approach for any applicable data interfaces, system interfaces, and data migrations.
 - Templates, including but not limited to those related to requirements documentation, design, testing, training, etc., that Vendor proposes for use to implement the scope of the Workorder.
 - Techniques, including common and unique, that Vendor intends to use in approach to execution of any Workplan and performance of the work. RRC recommends an implementation approach that focuses on delivering independent and deployable increments of functionality, as opposed to a single implementation and deployment.
 - Examples of each proposed document to be produced under the workplan, that help RRC understand the level of detail for each artifact.
 - Quality Assurance / Quality Control procedures that describe the process and procedures to be performed by the Vendor to ensure the product meets the user requirements and the quality expected.
 - An initial schedule, in hierarchical outline format, by activity and deliverable, and any known dependencies that demonstrates Vendor understanding of problem and work to be performed.
 - RRC staff commitments required for each task and estimated hours.
 - Include a break-out of business area SME and IT staff (by role) time requirements.
- The binding cost to complete the Workplan broken out by key deliverables with calculations of resource costs by role for respective deliverables.
- Key Vendor personnel and supporting personnel assigned to implement the Workplan and a current resume for key personnel, if one was not previously provided.
- Deliverable Expectation Document.
 - Format to be mutually agreed upon between RRC and Vendor.
- Vendor proposed Deliverable acceptance criteria.
- Signature of Vendor's Authorized Representative.

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

- Workplan.
- Requirements documentation.
- Design documentation, inclusive of data conversion/migration.
- Development configuration, code, and database, inclusive of any integration development and associated documentation.

- System Testing / Tests documentation.
- RRC User Acceptance Testing support plan.
- Training and User Manuals.
- Knowledge Transfer plan and documentation.
- Deployment Plan including conversion/migration.
- Post-deployment support logistics plan.

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

2.8.3. Future Workorder Possibilities

RRC has identified additional efforts that may be implemented under the resulting contract for this solicitation at a future time. These efforts are described in more detail in *Attachment 3 – Future Work Order Possibilities* and are included in this solicitation for respondents to understand the type of work (both applications and integrations) that may be issued under the resulting contract. Although information is limited and binding pricing is not available at this time, the following sections describe the process that must be followed for any of these future workorder possibilities.

2.9. Requirements for Workorder Deliverables

1. All written deliverables shall be phrased in terms and language that can be easily understood by non-technical personnel without subject matter expertise
2. All document deliverables (hard copy and electronic) shall be in an editable MS Office format
3. All deliverables shall have well-defined acceptance criteria.
4. Upon Vendor's notification to RRC that a deliverable is complete, Vendor shall use RRC's Notice of Completion ("NOC") to submit the deliverable to RRC's designated project manager and contract manager for review and approval.
5. Within ten (10) business days of RRC's receipt of a submitted deliverable, RRC's project team may inspect each deliverable independently of others and consecutively, evaluate the deliverable for conformance to the applicable deliverable's acceptance criteria. Notwithstanding the completion of more than one deliverable at one time, each deliverable completion entails a separate inspection and evaluation period for the convenience of RRC's project team. In no event shall RRC's project team be required to evaluate and inspect more than one deliverable within any period of ten (10) business days unless otherwise specified in this solicitation.

- RRC project team will either accept or reject the deliverable review.
 - If accepted by the RRC project team, RRC will have ten (10) business days to obtain project stakeholders approval of the deliverable.
 - If rejected by the RRC project team. RRC will provide Vendor with documentation that includes the reasons for rejection. Vendor will have five (5) business days to resubmit the rejected deliverable with corrective actions taken. The review process will restart upon submission of the corrected deliverable.
- 6. Resubmission of deliverables for evaluation and acceptance shall be performed using the resubmission process above. This procedure may allow the deliverable resubmission process to repeat and/or continue until the deliverable is considered review complete and accepted in writing or the deliverable is rejected in writing and RRC commences termination of the Workorder.
- 7. Once fully approved, the deliverable is eligible to move forward into the deliverable acceptance process and then with the contract payment process. The invoice payment requirements are discussed in greater detail at *Section 2.21 Invoices*.

2.10. Deliverable Definition Process

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

2.11. Workorder Process

RRC has determined the most effective process for work to be performed under the Contract is through a formal Workorder Process. Vendor shall be required to comply with RRC's Workorder Process designated for this SOW and any Contract awarded (see *Attachment 7 Sample Contract*)

Over the course of the Contract, RRC will issue Workorders outlining the business need, tasks, and deliverables required from the Vendor for that specific Workorder. The Vendor, in response to each Workorder, will create and submit a Vendor Workplan outlining how the tasks in the Workorder will be approached, an overall cost estimate, and schedule to perform the required work. Specific details for the Workplan are described in Section 2.13 "Vendor Workplan."

- Throughout the Contract Term, the RRC will request Workplans from the Vendor by submitting written Workorders. Workorders must only be submitted in written form.
- The Workorder is intended provide guidance and clarification on the work expected of the Vendor.

- Workplans requested through Workorders under this contract, will encompass the services described in Section 2.1 “Statement of Work”
- The Vendor will read the description of the Workorder and, either indicate that they can perform the tasks independently, or through partnering with another Vendor, or subcontractor to perform the work listed in the Workorder. Vendor will utilize subcontractors approved under the Vendor’s approved HUB Subcontracting Plan.
- Required deliverables will be listed in a Deliverables section of the Workorder.
- Workorders will contain, at a minimum, the following information:
 - Contract name and number and Workorder number
 - The desired start date;
 - The desired completion date;
 - The number of days Vendor has in order to respond with Workplan;
 - Service level requirements
 - Minimum required deliverables (Vendors may suggest a different deliverable structure in addition to the minimum required deliverables)
 - Purpose, background, and reference materials, if applicable;
 - Problem statement or Project Approach Overview; and
 - The name(s) of the RRC Project Manager(s) and Contract Manager.

2.12. Workorder Amendments

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

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

2.13. Vendor Workplan

The Vendor shall develop a Workplan for all areas associated with each Workorder for written approval by RRC. The Workplan shall specify, to the greatest degree possible, the activities that are to be undertaken, including a step-by-step timetable and the names or titles of the Vendor’s staff involved in each step. This shall include all resource requirements necessary to successfully complete the project. **The Vendor shall provide a DRAFT Workplan for work discussed in Attachments 1 and 2 as part of their response to this SOW.**

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

- The Contract name and number, and Workorder name and number.
- The Vendor's Project Manager (Vendor PM) and other contacts assigned to the Workorders
- Overview and scope of Workorder
- Detailed description of the technical approach, including but not limited to:
 - Software development/implementation approach, such as waterfall, iterative, or agile
 - Proposed architecture of the solution, including the detailed approach for any applicable data interfaces, system interfaces, and data migrations.
 - Planned activities in a hierarchical outline format;
 - Templates, including but not limited to those related to requirements documentation, design, testing, training, etc., that Vendor proposes for use during execution of the Workorder;
 - Techniques, including common and unique that Vendor intends to use in approach to execution of any Workplan and performance of the work; and
 - Examples that describe level of detail for each artifact
 - Quality Assurance / Quality Control Procedures: Describe the process and procedures to be performed by the Vendor to ensure the product meets the user requirements. Include proposed testing procedures, and test cases;
 - Preparation for and assistance to RRC for User Acceptance Testing, including test-fail remediation and re-test;
 - Preparation of training materials, training logistics, and performance of training;
 - Deployment planning and execution;
 - Schedule by activity and deliverable, and any known dependencies that demonstrates Vendor understanding of problem and work to be performed;
 - RRC staff commitments required for each task and estimated hours. This needs to include a break-out of business area Subject Matter Experts and IT staff (by role) time requirements;
 - The binding deliverable-based cost to complete the Workplan. Provide individual deliverable pricing to complete and produce all deliverables listed on the Workorder. The binding cost provided must be based hourly rates by labor category as provided by Vendor in their response to the SOW, however all payments for work completed will be based on the agreed upon deliverable price and not on the blended hourly rates.
 - Key personnel and other personnel assigned to implement the Workplan and a current resume for key personnel, if one was not previously provided;
 - Deliverable Expectation Document;
 - Format to be mutually agreed upon between RRC and Vendor.

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

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

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

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

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

2.14. Revisions to Approved Vendor Workplan

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

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

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

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

2.15. Notice to Proceed

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

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

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

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

2.16. Deliverable Acceptance

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

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

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

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

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

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

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

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

The Vendor must be extremely attentive to the preparation of the Workplan, particularly the budget and the schedule. The Vendor agrees to continue and to complete work assigned under a Workorder within the original budget and schedule in the Vendor's Workplan unless the RRC agrees to an adjustment. The RRC materially relies on the Vendor's diligence and accuracy in the preparation of Workplan estimates submitted in the Workplans.

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

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

2.18. Reports and Meetings

- For project documentation, as applicable, Vendor shall use designated RRC templates, standards, and sign-off requirements, or equivalents approved by RRC.
- Vendor shall create, update (weekly at minimum), and provide the RRC with a Workorder schedule throughout the life of the Workorder. Vendor shall provide to RRC's designated Project Manager the schedule and updates thereto.
- Vendor/s is required to provide, in writing, weekly project status reports or on an as-needed basis as directed by the RRC Project Manager.
- Weekly status reports shall be formatted in accordance with RRC requirements.
- The status reports shall cover all work performed and completed during the week in which progress and status is provided and shall specify the work to be performed during

the subsequent week. The status reports shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.

- Weekly status reports shall be due to RRC's designated Project Manager each Thursday by 5:00PM (CT).
- Weekly status reports shall include recapitulation of work performed and completed during the seven (7) days immediately preceding the date of submission of the weekly status report and shall also include projected work to be performed during the subsequent week.
- Weekly status reports shall identify any problems encountered or that remain outstanding from prior weekly status reports and include explanation of the cause and resolution of the problem and a proposed resolution to the problem.
- Vendor is required to attend project meetings on an as-needed basis. The duration and frequency of these status meetings will be determined by the RRC Project Manager. Forty-Eight hour minimum notice to attend status meetings will be provided to Vendor by RRC Project Manager.
- Vendor shall be responsible for conducting weekly progress and status meetings with RRC's designated Project Manager and include by invitation such other individuals as deemed necessary for the scope of the meeting.
- RRC's assigned Project Manager shall designate the regular day, time, and location of the meetings, as well as format of the meetings (on site or via remote access via phone or other telecommunications.)
- Vendor may be asked to participate in sponsor meetings at the request of the RRC Project Manager.
- Vendor shall be solely responsible for documenting meeting minutes, including meeting summaries, for all meetings with RRC staff.
- Vendor shall provide meeting minutes, including meeting summaries, to RRC's designated Project Manager within two (2) business days following the meeting.
- Upon Vendor request, and at RRC's sole discretion approval, RRC's assigned Project Manager may authorize an alternate timeframe for delivery of meeting minutes.

2.18.1. Project Management & Deliverables

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

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

2.19. Project Completion Criteria

Project will be deemed complete when all deliverables have been reviewed and accepted as complete and Project Warranty period has lapsed.

2.20. Vendor Service Requirements

The following are the RRC's identified minimum Service Requirements that Vendor shall follow throughout the Workorder. The Vendor must include any additional and all applicable service requirements for the Workorder in their Response. Failure to adhere to the following requirements may subject Vendor to liquidated damages (see Section 4.8.23 *Workorder Completion and Liquidated Damages*).

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

2.20.1. Service Change Management

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

2.21. Invoices

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

- RRC Contract Number;
- Vendor's DIR Contract Number;
- RRC Purchase Order Number;
- RRC billing information;
- Vendor name;
- Vendor address;
- Vendor remit payment to information;
- Vendor Texas Identification Number (TIN) assigned by Texas Comptroller of Public Accounts;
- Invoice date;
- Invoice number (may not be duplicate invoice number from prior invoice submitted);

- Date(s) of delivery of services and/or goods; and
- Description of services, including Workorder short description.

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

2.22. Transition Plan

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

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

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

PART 3: Vendor Response Content

3.1. Vendor Response

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

3.1.1. Table of Contents (Section A)

The Table of Contents provided by Vendor must include the following critical elements described in this SOW.

3.1.2. Title Page (Section B)

The Title Page must include the following information:

- RRC's SOW ID Number: SOW No. 455-22-1027;
- Vendor's DIR Contract Number
- Vendor's Name and Address; and
- Vendor's Signature, Printed Name, Title, and Date signed.

3.1.3. Cover Letter (Section C)

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

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

3.1.4. Company Experience & Qualifications (Section D) **Experience**

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

To be eligible for consideration, Offeror must hold an active DBITS contract with Department of Information Services. Vendor must meet all minimum qualification requirements as outlined in the SOW and Contract Documents, including requirements

stated within any part of this SOW and the Attachments. A Response must clearly demonstrate Offeror meets the following minimum qualifications:

- Three (3) years of experience with development, integration, implementation, and/or integration of Salesforce platform business applications leveraging no-code and custom code solutions;
 - Completion of at least three (3) projects, delivered by Offeror within the past three (3) years, that include delivery of information technology services and support to at least one (1) state agency, preferably providing a Salesforce application technology.
 - Demonstrate three (3) years of experience with development, integration, implementation, using cloud-based platform applications, with at least one (1) regulatory agency in the U.S. similar in size to RRC and with IT systems and data similar in complexity to that of the RRC, as solely determined by RRC.
 - Offeror's projects may be three separate projects for a single state regulatory agency, or from separate projects delivered to more than a single public or private entity. An Offeror's project experience must include at least one state agency.

Response must include discussion of significant issues encountered on one or more projects or project milestones similar in scope and size to that of RRC's project. Response must include details that identify the issue(s) and detailed discussion of Offeror's approach in mitigating and/or resolving the identified significant issues.

Security

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

- Security Architecture;
- Security Control Development
 - Vendor ensures that security controls described in the respective security plans are designed, developed, and implemented;
- Security Planning
 - Vendor ensures that agreed-upon security controls, planned or in place, are fully documented. The security plan also provides a complete characterization or description of the information system as well as attachments or references to key documents supporting the agency's information security program (e.g., configuration management plan, contingency plan, incident response plan, and risk assessment;

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

Compliance

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

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

Development and Testing

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

- Development Approach
 - Description of configuration methodology and approach to configuration.
 - Description of any development approaches and tools used to script, code, or otherwise "develop" the solution (outside of configuration) that may be necessary to meet RRC's requirements.
- Test Strategy

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

- Unit Testing;
- Integration and "end-to-end" System Testing;
- Performance and Reliability Testing (including stress testing);

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

Knowledge Transfer and Training Approach

- The Vendor must describe their approach and ability to provide:
 - 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 Vendor shall describe and provide the types of documentation that the Vendor has that can be leveraged for training and knowledge transfer activities.

3.1.5. Staff Resumes & References (Section E)

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

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

3.1.6. Mandatory Disclosures (Section F) **Conflicts or Potential Conflicts of Interest**

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

Changes in Ownership Conditions

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

Legal Actions

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

3.1.7. Pricing (Section G)

Vendor must return *Attachment 6 Pricing Worksheet* in this section. The completed attachment shall detail the binding pricing for the deliverables-based services requested in this SOW.

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

If the Commission chooses to continue additional engagements with the Vendor via approved Work Orders or change requests, the hourly rates described in *Hourly Rate Pricing* of the *Attachment 6 Pricing Worksheet* will be binding for the remainder of the Contract. The RRC shall determine whether negotiations or Best and Final Offers (BAFOs) are necessary.

PART 4: Instructions to Vendors**4.1. Submittal Instructions**

Responses must be emailed to the Contract Management Section, Railroad Commission of Texas Contract Manager listed in *Table 2: Delivery Options* below NO LATER THAN the date and time specified within this SOW, or as revised by Addenda, if any, to this SOW. RESPONSES RECEIVED AFTER THE DEADLINE DATE AND TIME WILL NOT BE CONSIDERED. ****

In order for response to be considered responsive Vendor must submit one (1) electronic copy submitted by email to the Contract Manager whose information is listed in *Table 2 Delivery Options*.

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

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

Table 2. Delivery Options

<u>Email Delivery</u>
SOW No. 455-22--1027 Railroad Commission of Texas Contract Management Section J. Reese Miller, Contract Manager reese.miller@rrc.texas.gov

4.2. Prohibited Communications, Point of Contact

Upon issuance of this SOW, RRC, its representative(s) and partners (if any) will not answer questions or otherwise discuss the contents of the SOW with any Vendor or their representative(s), except for the written inquiries submitted in accordance with the instructions within this SOW at *Section 4.6.1. Questions and Answers*. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **FAILURE TO ADHERE TO THIS RESTRICTION MAY DISQUALIFY VENDOR AND VENDOR'S RESPONSE.**

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

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

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

Table 3: Point of Contact

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

4.3. 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®; or Microsoft Excel®.

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

One PDF containing complete copies of all of Offeror’s submissions pursuant to this SOW. Offeror must name this file “Complete Offer Documents, [Offeror’s Name], RRC SOW No. 455-22--1027. CONTAINS CONFIDENTIAL INFORMATION.”

One PDF containing copies of all of Offeror’s submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This PDF must also contain an Appendix which contains clear references to all redacted information including a general

description of the redacted information. Offeror must name this file “For Public Release: Redacted version of [Offeror’s Name], RRC SOW No. 455-22-1027.”

4.4. Exception to Provisions

Vendor is strictly prohibited from taking blanket exception to this entire SOW. **ANY RESPONSE THAT INCLUDES BLANKET EXCEPTION TO THIS ENTIRE SOW OR THAT DOES NOT INCLUDE PROPOSED ALTERNATIVE LANGUAGE TO EXCEPTIONS TAKEN, MAY BE DISQUALIFIED FROM CONSIDERATION OF CONTRACT AWARD. ANY EXCEPTION TAKEN MAY RESULT IN A CONTRACT NOT BEING AWARDED TO VENDOR.** Within the Cover Letter (Section C) of the Vendor’s Response, Vendor must explicitly state either “Vendor takes no exception to any part of this SOW” or specifically and clearly declare any and all exceptions taken.

4.5. Organization of Response

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

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

4.6. Schedule of Events and Response Guidelines:

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

Table 4: Schedule of Events

Date	Activity
June 9, 2022	Distribute SOW to prospective Vendors
June 20, 2022 2:00 PM CT	Deadline for submitting questions
June 29,2022	Agency response to Questions
July 11, 2022 2:00 PM CT	Deadline for submitting responses to SOW

4.6.1. Question and Answers:

Vendors must submit all questions regarding this SOW by email to the point of contact listed in Table 3. Questions regarding this SOW will be accepted by the date and time specified in the table above. The Agency will respond to questions received no later than the date and time specified above.

Inquiries and Comments must reference:**SOW 455-22-1027-RRC Salesforce and Tool Implementation Services**

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

4.7. Response Evaluation Criteria

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

The responses will be evaluated and scored according to the evaluation criteria listed in *Table 5 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.

EVALUATION CRITERIA

Table 5: Evaluation Criteria

Criteria	Maximum Possible Score
Experience and Qualifications	25
Vendor's Workplan for SMRD Inspection system	25
Vendor's Workplan for SMRD Permitting system	25
Price	25
Total Base Points	100

4.8. Additional Agency Terms and Conditions

Standard Terms and Conditions per the RRC Purchase Order and Contract shall apply.

4.8.1. Retainage

RRC will retain 10% of deliverable funds until completion of each workorder as verified by Project Manager and Contract Manager. Payments are subject to acceptance of deliverables and will be paid out upon acceptance of all deliverables in the Workorder.

4.8.2. Confidentiality and Non Disclosure

Contractor shall be required to sign all confidentiality agreements as deemed appropriate by RRC.

4.8.3. Conflict between PO and DIR Contract

In the event of a conflict between the Purchase Order/Contract and the DIR Contract, the DIR Contract term shall control.

4.8.4. Shared Technology Services & Application & Server Locations

The Cooperative Contracts and STS programs are governed by separate Government Code provisions, and therefore have unique requirements. Agencies within the STS program are required to have approved STS 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.

Agency In-scope applications and servers are located within the DIR STS Data Center. The successful Vendor will coordinate access and work with the agency and the STS Vendor.

4.8.5. Accessibility Requirements

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.

4.8.6. Vendor Information Security Agreement

The purpose of the Railroad Commission of Texas (“RRC”) *Vendor Information Security Agreement (Attachment 5)* is to establish the rules for Vendor access to RRC Information Resources and support services, Vendor responsibilities, and protection of RRC information.

4.8.7. Compliance with SOW 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 SOW. All parts of the SOW are fully incorporated into and constitute part of the Contract for all purposes intended. RRC, at its sole discretion, may disqualify a Response from consideration if RRC determines a Response is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in the SOW.

4.8.8. Misunderstanding or Lack of Information

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

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.

By submitting a response, each Vendor acknowledges and agrees that it fully understands and shall abide by the terms and conditions of the SOW, and that Vendor shall not make any claims for, or has any rights to, cancellation or relief without consequences because of any misunderstanding or lack of information.

4.8.9. Ambiguity, Conflict, Exclusionary Specification, or Omission

If Vendor discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the SOW, Vendor must immediately notify in writing RRC's point of contact for the Contract. If Vendor fails to notify RRC's point of contact for the Contract of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, Vendor's submittal of a Response is done so at Vendor's own risk, and if awarded a contract, Vendor shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

4.8.10. Right to Amend, Modify, or Withdraw the SOW

RRC reserves the right to alter, amend, or modify any provisions of the SOW or to rescind, revoke, or withdraw the SOW, 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.

4.8.11. No Alterations or Withdrawals of Response after Deadline

Responses cannot be altered or amended after the Response due date and time specified in Part 2 of the SOW. Any alterations made before the Response due date and time must be initialed by Vendor or Vendor's authorized agent. Responses submitted cannot be withdrawn after submission deadline. However, upon receipt of Vendor's written request to withdraw their Response, RRC may, but not must, in its sole discretion approve the request to withdraw a Response.

4.8.12. Attachments

Any terms and conditions attached to Vendor's Response will not be considered unless specifically referred to in the Response. RRC reserves the right, in its sole discretion, to reject any Vendor terms and conditions or other documents or attachments as part of Vendor's Response.

4.8.13. Binding Effect of Response

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

4.8.14. 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.

4.8.15. Tie Responses

Vendor is advised that consistent and continued tie Responses could cause rejection of Responses by RRC.

4.8.16. Rejection of Responses and Cancellation of SOW

Issuance of this SOW 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 SOW. RRC maintains sole right and discretion to reject any or all Responses and to cancel the SOW if RRC deems such action as in the best interest of the State of Texas and/or RRC. RRC's waiver of any deviations in any Response will not constitute a modification of the SOW and will not preclude RRC from asserting all rights against Vendor for failure to fully comply with all terms and conditions of the SOW.

4.8.17. Vendor Costs

Vendor shall bear all costs and expenses associated with preparation and submission of a Response, including costs associated with submission of all required documents and all copies of all documents. Response 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.

4.8.18. Contract Award, Copyright, Reissuance

A response to the SOW is an Offer to contract with the State of Texas through RRC based upon the specifications, terms, and conditions contained in the SOW. The Response shall not become a contract with RRC unless, until, and to the extent RRC issues a fully executed Contract and Notice of Award to the successful Vendor. RRC in its sole discretion reserves the right to reject any or all Responses, all or any part of any Response, waive minor technicalities, negotiate pricing and Contract terms and conditions with all Vendors or no Vendors, and award a Contract in the best interests of the State of Texas and RRC.

COPYRIGHTED RESPONSES ARE UNACCEPTABLE AND ARE SUBJECT TO DISQUALIFICATION AS NONRESPONSIVE. RRC RESERVES THE RIGHT TO DISQUALIFY ANY RESPONSE THAT ASSERTS ANY COPYRIGHT ON ANY RRC FORMS DESIGNATED BY THE SOW AS A FORM REQUIRED TO BE SUBMITTED WITH VENDOR'S RESPONSE.

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 SOW or issue another SOW for the goods and/or services described in this SOW.

4.8.19. No Other Benefits

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

4.8.20. Prohibited Exceptions

Unless expressly accepted in writing by RRC, the following exceptions within any Vendor's Response shall be rejected:

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

4.8.21. Statement of Work, Performance

Vendor shall provide the requested services in the manner described in this SOW. In event of Vendor's failure to conform to all requirements of this SOW, 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.

4.8.22. Time Limits Enforced

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

**4.8.23. Workorder Completion and Liquidated Damages.
Workorder Period.**

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

Liquidated Damages Value

RRC has determined that the completion of each Workorder under the Contract is critical to meet RRC's regulatory obligations, and the Contractor's failure to complete any Workorder 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 Workorder 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 Workorder by the date set forth in writing within the Workorder 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 Workorder or written, authorized extension thereto.

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 Workorder or written, authorized extension thereto, and continue until the date of actual, final completion date as established by RRC. Final completion of each Workorder will not be issued until all required work under the Workorder has been completed, as verified by RRC.

4.8.24. Assignments and Subcontractors.

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.

No work may be subcontracted or performed by a subcontractor that is not listed in and approved by DIR in Respondent's DIR HUB Subcontracting Plan.

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

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

- Subcontracting shall be at Vendor's expense.
- RRC retains the right to review any subcontractor's background and approve or reject the use of Vendor's proposed subcontractors.
- Vendor shall be the only Vendor for RRC under 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.

4.8.25. 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 Vendor'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 the Contract as applicable to the payment request, as email attachments. Vendor shall also mail within three (3) business days of receipt of payment 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.

Compliance with Texas Government Code Chapter 2251 required.

A Vendor awarded a Contract arising from this SOW, 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 receiving 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.

Progress Payments. Note: This Contract requires 10% retainage withheld on all progress payments.

Payment requests under the Contract shall be deliverables-based. Upon Vendor's completion of one or more deliverables, and 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 **90%** of the value the invoiced deliverable(s) completed by Vendor and accepted by RRC.

Final Payments

Upon Vendor's completion of all final, not previously invoiced, deliverables, 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 provided. Within three (3) business days of receipt of payment, Vendor must provide a notarized and completed "Final Payment Affidavit"

4.8.26. 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 (Vendor) awarded a Contract arising from this SOW must monthly submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report prior to RRC's approval of payment under the Contract. Monthly Progress Assessment Reports must be submitted to hub@rrc.texas.gov.

4.8.27. 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://fm.xcpa.texas.gov/fmx/travel/texttravel/rates/current.php>.

4.8.28. 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.

4.8.29. 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.

4.8.30. 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.

4.8.31. 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.

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 specify and/or set forth the following:

- RRC as certificate holder with correct mailing address;
- Insured's name which must match Vendor's legal name on and within this Contract;
- 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);
- Producer of the certificate of insurance with correct address and phone number listed;
- Additional insured status as required herein;
- Amount of any deductibles and/or retentions;
- A 30 day Notice of Cancellation, non-renewal, or reduction in coverage;
- Contractual liability coverages as required herein;
- 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;
- Waiver of Subrogation endorsement; and
- Listing of all exclusions and limitations added by endorsement to general liability coverage; however, no endorsements shall restrict, limit, or exclude in any manner whatsoever, coverage required.

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

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

Minimum Contractually Required Insurance Types and Coverage

Table 6. Minimum Contractually Required Insurance Types & Coverage

Insurance Type	Each Occurrence/Aggregate
<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

**4.8.32. Termination or Cancellation for Cause.
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.

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 SOW 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 statement 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.

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.

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.

Miscellaneous Termination Provisions

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.

4.8.33. 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:

- Withholding of income taxes, FICA, or any other taxes or fees;
- Industrial worker's compensation insurance coverage;
- Participation in any group insurance plans available to employees of the State of Texas;
- Participation or contributions by State of Texas to the State Employees Retirement System;
- Accumulation of vacation or sick leave, or

- Unemployment compensation coverage provided by the state.

4.8.34. Force Majeure

Any delays in or failure of performance by either party, except in respect of the obligation of payments under the SOW 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 Vendor.

4.8.35. 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.

4.8.36. 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.

4.8.37. 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.

4.8.38. 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.

4.8.39. Public Disclosure

Vendor 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 SOW 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, Vendor shall not, and is not authorized to, make or participate in any media releases or public announcements pertaining to the SOW, a contract arising from this SOW, Vendor's Response, or the services to which they relate.

4.8.40. 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 SOW and Contract expressly states a mutual intent to amend a specific article, section, item, term, or condition of the SOW and/or Contract, general conflicts in language between any attachment and the SOW and Contract shall be construed in favor of the terms and conditions of the SOW and Contract. Unless expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to the SOW 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.

4.8.41. Vendor's Statements and Covenants Required

Vendors must sign and return the *Vendor's Statements and Covenants* form (see *Attachment 4 Vendor's Statements and Covenants*) which shall be part of Vendor's Response and shall be fully incorporated by reference and constitute part of the Contract if awarded to Vendor. Failure to include a signed *Vendor's Statements and Covenants* form shall result in a Response being deemed nonresponsive and ineligible for Contract award.

4.8.42. 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).

4.8.43. Secure Erasure of Data

All equipment provided to RRC by Vendor 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.

4.8.44. Prohibited Use of State Property

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

- State Property includes, but is not limited to, RRC's office space, identification badges, RRC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any RRC issued software, and the RRC Virtual Private Network (VPN client), and any other resources of RRC.
- Vendor shall not remove State Property from the United States.
- Vendor may not use any computing device to access Agency's network or e-mail while outside of the United States. Vendor 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 Vendor, Vendor 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 Vendor's use of State Property that exceeds the contract scope. Vendor shall fully reimburse such charges to Agency within ten (10) calendar days of Vendor'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.

4.8.45. 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.

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.

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 SOW and Contract Documents.

In the event Vendor receives written approval from RRC to replace any personnel assigned a Key Personnel Role, Vendor shall ensure replacement of the personnel with qualified persons with equal or better qualifications than the previously approved Vendor personnel.

PART 5: **Attachments**

Attachment 1	SMRD Inspection system
Attachment 2	SMRD Permitting system
Attachment 3	Future Workorder Possibilities
Attachment 4	Vendor's Statements and Covenants
Attachment 5	Vendor Information Security Agreement
Attachment 6	Pricing Worksheet
Attachment 7	Sample Contract
Attachment 8	Work Order Process
Attachment 9	Change Management Process
Attachment 10	DCS Language

ATTACHMENT 1
SURFACE MINING AND RECLAMATION DIVISION INSPECTION AND ENFORCEMENT SYSTEM

PART 1: Surface Mining and Reclamation Division – Inspection and Enforcement System

Overview.

Below is a High-Level overview for the build-out of the SMRD Inspection application known as MINERS. Further analysis will be needed to fully understand and implement the requirements to be gathered.

1.1. Inspection system Overview

The Surface Mining and Reclamation Division (SMRD) regulates surface mining for coal or exploration. Mining companies must have a Commission permit and post a bond for each mining site they operate in the state. The SMRD division reviews proposed mining permit applications to see if the mine will impact the environment and to determine if the procedures proposed to be used in reclaiming the land after mining is finished meet regulatory requirements. Division field personnel make regular visits to mine sites, checking for compliance with Commission rules. The Commission also administers a federal program to reclaim abandoned mine sites that predate federal surface mining laws.

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

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

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

The MINERS Prototype is now ready for build-out as a full-featured product for SMRD.

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

- Additional breadth and depth of requirements, design, and development to complete the product
- Change to the existing prototype functionality
- Extension to the existing prototype functionality
- Creation of a new module of functionality within the prototype
- Architectural change or updates to the prototype

- Creation of an integration(s) to RRC legacy or new systems.

PART 2: Processes

Listed below are examples of Review Processes with descriptions.

2.1. Inspection Process Flowchart

The Initial review involves an Administrative Review, Technical Review, and Manager Review of application permits for new coal mines.

2.1.1. Permission Sets

Five Permission Sets were created for the MINERS environment. They are listed below:

1. IETRS M - MINERS Inspection & Enforcement

Permission set gives users Edit access to MINERS applications and fields on related records

2. IETRS M - MINERS Penalty and Point Score

Only those users with this permission set will be able to edit SMRD Account Names in conjunction with a validation rule.

3. IETRS M - MINERS READ ONLY

Permission set gives users Read Only access to non-MINERS users

4. IETRS M - MINERS Super User

The MINERS application's most restricted permissions are Read Only A single Profile is being used for all MINERS users. This permission set allows edit permissions for those who have been designated as Super Users.

5. IETRS SM Object Record Type Assignments

Assigns Surface Mining record types for Regulated Entities (Accounts), Inspection Packages, Inspections, Incidents, Complaints, and Inspection Schedules

2.1.2. Approval Processes

There is one approval process for the MINERS environment. It is called “SMRD Inspection Report Approval Process.”

The process is initiated when a user uploads a Document Type of “Inspection Report” to an Inspection Package record and marks the file as “Final” during the upload process. At this time, the "Date Inspection Report Completed" on the Inspection Package changes to the current date (refresh the page if needed) and the Status changes to “Inspection Report Review.” The manager is then notified to review and act on the approval request.

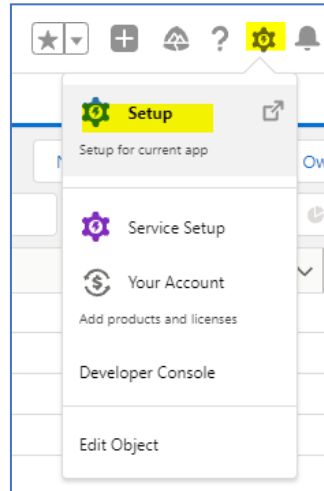
Additional details can be found by navigating to the Approval Processes section within the Setup menu in Salesforce.

PART 3: Existing Structure of MINERS

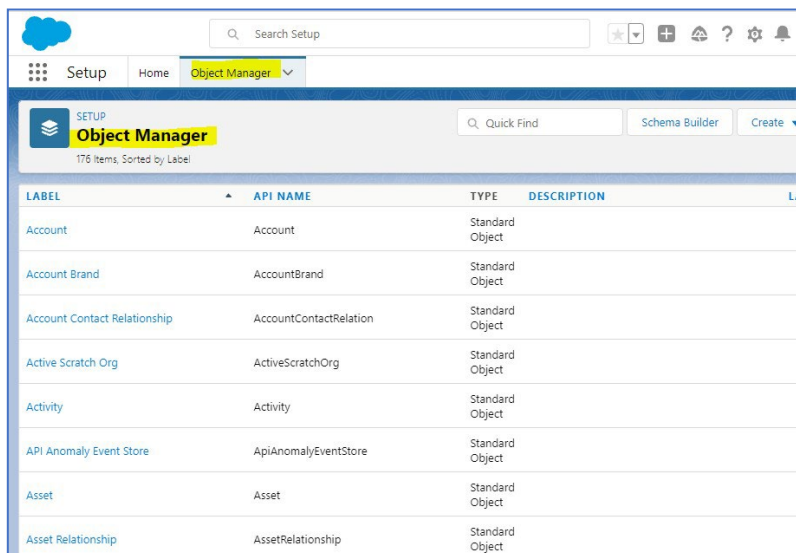
3.1. Object Definitions and Configuration - MINERS

The sections below describe objects and features specific to the MINERS workstream. These objects are shown in the conceptual data model in the Data Design Overview section of the IETRS Shared Technical Design Document. Several of these objects are also found in the IETRS Shared Technical Design Document and IETRS PIPES Technical Design Document, but this section discusses the information specific to MINERS. As these features are not yet live and have not been tested by end users, the design information for the purposes of the TDDs has been kept separate.

For a complete and up-to-date list of objects, fields, lookup filters, record types, and other information related to objects, please navigate to the Object Manager in Setup. To navigate here, log in as a System Admin, click on the gear icon in the top-right corner, then click Setup.



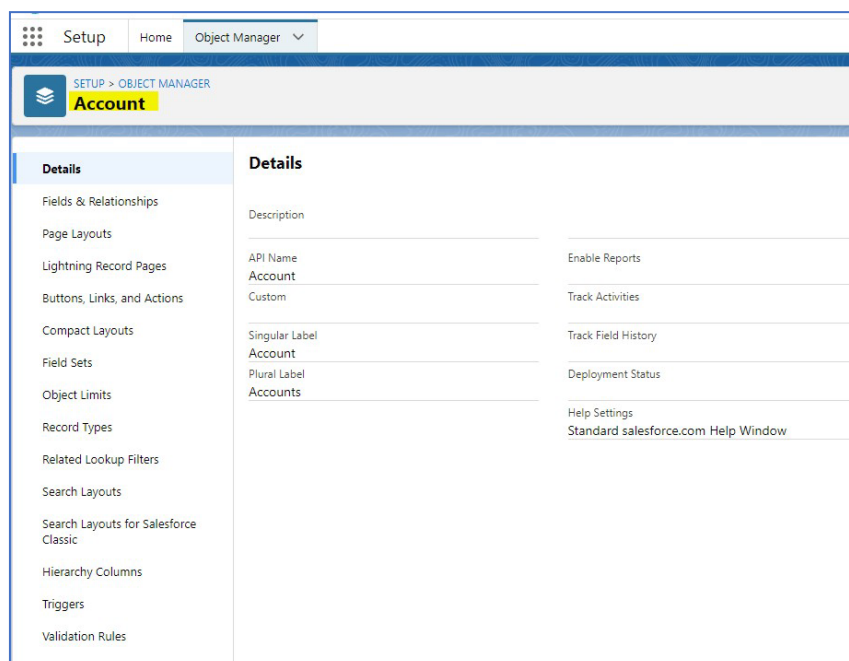
From here, click the Object Manager tab. Then, you'll see a list of all objects in the system.



The screenshot shows the Salesforce Object Manager interface. At the top, there is a search bar labeled "Search Setup" and a navigation menu with "Setup", "Home", and "Object Manager". Below the navigation, the "Object Manager" section is displayed with a "Quick Find" search bar and "Schema Builder" and "Create" buttons. A table lists 176 items, sorted by label. The table has columns for LABEL, API NAME, TYPE, and DESCRIPTION. The visible rows are:

LABEL	API NAME	TYPE	DESCRIPTION
Account	Account	Standard Object	
Account Brand	AccountBrand	Standard Object	
Account Contact Relationship	AccountContactRelation	Standard Object	
Active Scratch Org	ActiveScratchOrg	Standard Object	
Activity	Activity	Standard Object	
API Anomaly Event Store	ApiAnomalyEventStore	Standard Object	
Asset	Asset	Standard Object	
Asset Relationship	AssetRelationship	Standard Object	

Click on an object to find more information related to it like the fields, record types, validation rules and more.



The screenshot shows the details page for the "Account" object in Salesforce. The page is titled "Account" and has a navigation menu with "Setup", "Home", and "Object Manager". The "Details" section is active, showing a list of configuration options on the left and a "Details" section on the right. The "Details" section includes:

- Description
- API Name: Account
- Enable Reports
- Custom
- Track Activities
- Singular Label: Account
- Track Field History
- Plural Label: Accounts
- Deployment Status
- Help Settings: Standard salesforce.com Help Window

Additionally, for more information about a particular field, click on Fields and Relationships, then select a field, and then click Where is this used?

Account

Fields & Relationships

182+ Items, Sorted by Field Label

Organization (Parent)	IETRS_Organization_Parent__c	Lookup(Account)
Organization Contact Details	IETRS_Organization_Contact_Details__c	Formula (Text)
Organization ID	IETRS_Organization_ID_onUnitandRE__c	Formula (Text)
Organization ID	IETRS_Company_ID__c	Text(255) (External ID)
Organization Info	IETRS_Organization_Info_ofRegEntity__c	Formula (Text)
Organization Type	IETRS_Organization_Type__c	Picklist

Account Custom Field

Organization ID

Back to Account Fields

Validation Rules (0)

Custom Field Definition Detail

Edit Set Field-Level Security View Field Accessibility Where is this used?

Field Information

Field Label	Organization ID	Object Name	Account
Field Name	IETRS_Company_ID	Data Type	Text
API Name	IETRS_Company_ID__c		
Description	The natural key for pipeline companies		
Help Text			
Data Owner			
Field Usage			
Data Sensitivity Level			
Compliance Categorization			
Created By	Chelsea Waldheim, 8/19/2019 10:33 AM	Modified By	Steve McKee, 2/24/2021 2:17 PM

This screen shows the user all places in the system where this field is used, including custom code, report types, process builders and flows.

Where is this used?
Organization ID

Here are the references to this field, sorted alphabetically by reference type. This list is limited to the first 2000 entries.

Reference Type	Reference Label
ApexClass	IETRS AccountTransferTest
ApexClass	IETRS Account_SplitTest
ApexClass	IETRS Custom_Report_PDF
ApexClass	IETRS Custom_Report_PDFTest
ApexClass	IETRS I_TestUtils
ApexClass	IETRS InspMilesCountyTrigTest
ApexClass	IETRS InspScheduleServices
ApexClass	IETRS InspectionSearchCtrlTest
ApexClass	IETRS PLI_Company_Extract
ApexClass	IETRS PLI_Extract_Test
ApexClass	IETRS PLI_TDR_Extract
ApexClass	IETRS InspPkgReadinessValidation_Test
ApexClass	IETRS EDI_NotifDetail_Batch_Test
ApexClass	IETRS Delinquent_Letters_RepTest
CustomField	IETRS Organization_Rep_Address
CustomField	IETRS Company_ID_IP
CustomField	IETRS Account_ID
CustomField	IETRS Organization_Info_ofRegEntity
CustomField	IETRS Organization_Company_ID
Flow	IETRS C - Invocable Case Subject/Styles
Flow	IETRS I - Create Inspection Package from Incident
Flow	IETRS I - Create Inspections Package from Complaint
Flow	IETRS I - Inspection Package Created
Flow	IETRS C - Invocable Case Subject/Styles

Furthermore, since Salesforce’s core technology uses a runtime engine that materializes all application data from metadata, the user interface will be approached through the object model. **The image below is a representative example of the IETRS solution. It is not a perfect replication of what will be delivered in the production solution. It is meant to provide the reader with an overlay for understanding how the definition of the objects is presented in the user interface.**

The screenshot shows a Salesforce record page for an inspection (INS-0003). The top navigation bar includes 'IETRS', 'Inspections', 'Cases', 'Inspectable Entities', 'Inspect Criteria', 'Assigned Staff', 'Regulated Entities', 'Dashboards', and 'Reports'. The main content area is divided into several sections:

- Buttons:** Located at the top right, including 'New Contact', 'Edit', and 'New Opportunity'.
- Components:** Located on the right side, including 'Inspection Assignments (1)' and 'Inspection Entities (1)'. The 'Inspection Entities' section includes a map view.
- Fields:** The main details section on the left, including 'Inspection Type', 'Documentation', 'Inspection Organization Source', 'Complaint', 'Inspection ID', 'Inspection Entity', 'Inspection Information', 'Inspection Status', 'Start Date and Time', 'End Date and Time', 'Created By', and 'Last Modified By'.
- Related List:** Located at the bottom, showing 'Inspection Criteria (1)' with columns for 'INSPECTION CRITERIA ID', 'INSTRUCTIONS', and 'IS COMPLETE'.

Each of the following sub-sections as shown in the visual above will be defined, as applicable, for the object:

- **Record Types:** offer different business processes through the ability to filter picklists, display contextual fields, enable permission access, and inform workflow behaviors.
- **Page Layouts:** control the layout and organization of buttons, fields, custom links, and related lists on record pages. It can also help determine which fields are visible, read only, and required which will customize the content of record pages for users.
 - **Fields:** will typically be presented in the UI through the details section of the screen. Form field control behaviors will be inherited from the definition of the field.
 - **Related Lists:** the section in the page layout that includes configured child records from lookup relationships to view, create, or modify.
- **Custom Button & Links:** consolidate object-related actions into a streamlined interface or integrate with external URLs, applications, or systems directly in the Page Layout.
- **Workflow Rules & Flows:** automate organization standard processes by using a workflow rule. To add a user interface to the automated process with a wizard-like experience, a Flow can be utilized to facilitate the workflow.
 - **Flow Component:** to enable a centralized experience, a Flow can be added as a component to a page to easily allow the user to step through a guided form.
- **List Views:** is the mechanism to view, filter, and sort object records. Clicking the record link in the list view will navigate the user to the respective page layout shown above. This was shown in the previous Database Design Overview section above.
- **Custom Development:** in the event that declarative development as described in the previous bullets cannot meet the business use case, Visualforce, Lightning Components, or Apex can be used to extend the Salesforce Platform.

3.1.1. Account

This standard object contains information related to Operators and their sub-entities.

3.1.1.1. Record Types

For MINERS, three new record types were created to create the hierarchical relationships needed.

1. Mine
2. Permit
3. Inspectable Unit

The relationships are such that an Account can have many Mines, a Mine can have many Permits, and a Permit can have many Inspectable Units. The relationships between the record types are illustrated below:

- Account
 - Mine
 - Permit
 - Inspectable Unit

- Inspectable Unit
 - Permit
 - Inspectable Unit
 - Inspectable Unit
- Mine
- Permit
 - Inspectable Unit
 - Inspectable Unit

3.1.1.2. Fields

Field Name	API Name	Field Values	Field Type	Description
24 Hour Phone	IETRS_24_Hour_Phone__c	N/A	Phone	24-hour phone at the Organization level
Account ID	IETRS_Account_ID__c	N/A	Formula (Text)	Unique Account number
Account Name	Name	N/A	Name	Account Name
Account Owner	OwnerId	N/A	Lookup (User)	Typically, the user who created the Account record, but it can be reassigned
Account Record Type	RecordTypeId	N/A	Record Type	Record Type of the record
Assigned Inspector	IETRS_Assigned_Inspector__c	N/A	Lookup (User)	Inspector assigned to the Account
Billing Address	BillingAddress	N/A	Address	Billing address
Business Area	IETRS_Business_Area__c	- Oil and Gas - Pipeline Safety - Alternative Fuels - Surface Mining - Gas Services	Picklist	Business Area of the Account
Cessation Order	IETRS_Cessation_Order__c	N/A	Checkbox	Cessation Order mandated by Commission Action
Commission Action	IETRS_Commission_Action__c	N/A	Formula (Text)	If Cessation Order is mandated, the

Field Name	API Name	Field Values	Field Type	Description
				Commission Action flag appears
County	IETRS_County__c	N/A	Lookup (County)	County in which the Account is located
Created By	CreatedById	N/A	Lookup (User)	User who created the record
Date of Last Inspection	IETRS_M_Date_Last_Inspection__c	N/A	Date	Date of the last inspection of the Account
Description	Description	N/A	Long Text Area (131072)	Free text to add context
Last Inspection	IETRS_Last_Inspection__c	N/A	Lookup (Inspection)	Link of the Inspection ID of the most recent Inspection
Last Modified By	LastModifiedById	N/A	Lookup (User)	User who last modified the record
Mine	IETRS_Mine_of_Unit__c	N/A	Lookup (Account)	Link to the specific Mine that the record is related to
Mining Operator	IETRS_M_Mining_Operator_of_Mining_Permit__c	N/A	Lookup (Account)	Link to the specific Mining Operator that the record is related to
Organization Type	IETRS_Organization_Type__c	<ul style="list-style-type: none"> - Corporation - Estate - Joint Venture - LLC - Limited Partnership - Partnership - Sole Proprietorship - Trust - Other-Master Meter 	Picklist	Type of Organization

Field Name	API Name	Field Values	Field Type	Description
		<ul style="list-style-type: none"> - Other-Housing Authority - Other-Municipality - Other-Trail Park - Other-Municipal Gas District - Other-Non Profit - Other-Gas Distribution System - Other-Master Operator - Other-Agency - Other-Texas Government Organization - Other 		
Parent Account	ParentId	N/A	Hierarchy	Account directly above this Account in the hierarchy
Permitted Mine	IETRS_Mine__c	N/A	Lookup (Account)	Link to the specific Permitted Mine that the record is related to
Representative	IETRS_Representative__c	N/A	Lookup (Contact)	Contact associated to the Account
Representative Email	IETRS_Representative_Email__c	N/A	Formula (Text)	Email of the Contact
Representative Fax	IETRS_Representative_Fax__c	N/A	Formula (Text)	Fax of the Contact
Representative Phone	IETRS_Representative_Phone__c	N/A	Formula (Text)	Phone of the Contact
Representative Title	IETRS_Representative_Title__c	N/A	Formula (Text)	Title of the Contact
Shipping Address	ShippingAddress	N/A	Address	Shipping address

Field Name	API Name	Field Values	Field Type	Description
Total Violations	IETRS_Total_Violations_c	N/A	Roll-Up Summary (COUNT Violation)	Total Violations of all Inspections associated to this Account
Total Violations Amount	IETRS_Total_Violations_Amount_c	N/A	Roll-Up Summary (SUM Violation)	Total penalty amounts of all Inspections associated to this Account
Type	Type	- Coal - Uranium	Picklist	Type of Permit
Uncorrected Violations	IETRS_Uncorrected_Violations_c	N/A	Roll-Up Summary (COUNT Violation)	Total Uncorrected Violations of all Inspections associated to this Account

3.1.1.3. Validation Rules

Validation Rule Name	Description
Assigned_Inspector_Edit_Owner_Manager	Only the Manager can change the Assigned Inspector on the record.
SMRD_Accnt_Name_Change_Director_Manager	Account Names can only be changed by specific members of SMRD. SMRD Account Name Edit permission restricted to Directors and Managers.

3.1.1.4. Custom Buttons

Name	Description
Upload File	Allows user to create a new Files & Correspondence record related to the Account record.
New Comment	Allows user to create a new Remark record related to the Account record.

3.1.2. Calendar/Events

This standard object contains information related to the Salesforce Calendar. The information for the calendar is stored in the Event object. Users are able to create new Events and relate them to other objects throughout the system. They can do this by navigating to the Calendar object, clicking 'New Event,' and entering the appropriate details afterwards. No new fields

were added to this object for the MINERS environment. To relate to an Inspection Package, the user needs to change the dropdown in the “Related To” field to “Inspection Packages.”

3.1.2.1. Fields

Field Name	API Name	Field Values Type	Field Type	Description
All-Day Event	IsAllDayEvent	N/A	Checkbox	Yes or No checkbox
Assigned To	OwnerId	N/A	Lookup (User, Calendar)	Internal user assigned to this record
Created By	CreatedById	N/A	Lookup (User)	Who created this record
Date	ActivityDate	N/A	Date/Time	Date when the activity occurred/will occur
Description	Description	N/A	Long Text Area (32000)	Free text field
Duration	DuractionInMinutes	N/A	Number (8,0)	Duration of the event
Email	Email	N/A	Email	Email
End	EndDateTime	N/A	Date/Time	End Date and Time
Event Record Type	RecordTypeId	N/A	Record Type	Record type of the record
Event Subtype	EventSubtype	N/A	Picklist	Subtype of the record
Last Modified By	LastModifiedById	N/A	Lookup (User)	Who modified this record last
Location	Location	N/A	Text (255)	Location of the event
Name	WhoId	N/A	Lookup (Contact, Lead)	External user associated to the event
Phone	Phone	N/A	Phone	Phone number associated to the event
Private	IsPrivate	N/A	Checkbox	Yes or No checkbox
Public	IsVisibleInSelfService	N/A	Checkbox	Yes or No checkbox
Related To	WhatId	N/A	Lookup (several)	For a complete list of possible lookup objects, please see the Object Manager

Field Name	API Name	Field Values Type	Field Type	Description
Reminder Set	IsReminderSet	N/A	Checkbox	Yes or No checkbox
Repeat	IsRecurrence2	N/A	Checkbox	Yes or No checkbox
Show Time As	ShowAs	N/A	Picklist	Options for showing time as a different type
Start	StartDateTime	N/A	Date/Time	Start date and time of the event
Subject	Subject	- Call - Email - Meeting - Send Letter/Quote - Other	Picklist	Subject for the event
Time	ActivityDateTime	N/A	Date/Time	Time when the activity occurred/will occur
Type	Type	- Email - Meeting - Other - Call	Picklist	Type of event

3.1.3. Complaint

This custom object contains information related to Complaints, including but not limited to who submitted the complaint, details of that report, the status of the complaint, and any related inspection information.

3.1.3.1. Record Types

One new record type was developed for the MINERS environment. It's labeled "Surface Mining."

3.1.3.2. Fields

Field Name	API Name	Field Values	Field Type	Description
24 Hour Complaint Contacted	IETRS_Hour_Complaint_Contacted_c	N/A	Checkbox	Yes or no checkbox

Field Name	API Name	Field Values	Field Type	Description
Anonymity Requested	IETRS_Anonymity_Requested_c	N/A	Checkbox	Yes or no checkbox
Business Area	IETRS_Business_Area_c	- Surface Mining	Picklist	Business Area of the inspection
Complainant Address	IETRS_Complainant_Address_c	N/A	Text (255)	Address of the complainant
Complainant Alternate Phone	IETRS_Complainant_Alternate_Phone_c	N/A	Phone	Other phone of the complainant
Complainant Email Address	IETRS_Complainant_Email_Address_c	N/A	Text (255)	Email address of the complainant
Complainant Name	IETRS_Complainant_Name_c	N/A	Text (255)	Name of the complainant
Complainant Phone Number	IETRS_Complainant_Phone_Number_c	N/A	Phone	Phone of the complainant
Complaint Capture Method	IETRS_Complaint_Capture_Method_c	- Telephonic - Email - Letter - RRC Office - Gov Office - Oil & Gas - RRC Field - Other Agency - Fax - Portal - Other	Picklist	How the complaint was reported
Complaint Capture Method Description	IETRS_Capture_Method_Description_c	N/A	Text Area (255)	Description of how the complaint was reported
Complaint Close Date	IETRS_Complaint_Close_Date_c	N/A	Date	Date when complaint was closed

Field Name	API Name	Field Values	Field Type	Description
Complaint Description	IETRS_Complaint_Description_c	N/A	Long Text Area (131072)	Other notes about the complaint
Complaint Description Type	IETRS_Complaint_Description_Type_c	<ul style="list-style-type: none"> - Defective Equipment - Environmental - Exposed Pipeline - Fumes/Odor - Incorrect Locates - Leaking Material - Neglect - Noise - Other - R-O-W Maintenance - Safety Hazard - Unsafe Operations 	Picklist	Type of description provided
Complaint Location	IETRS_Complaint_Location_c	N/A	Text (255)	Where the complainant reported seeing something reportable.
Complaint Referred Type	IETRS_Complaint_Referred_Type_c	<ul style="list-style-type: none"> - Field - Headquarters - Other Agency - Other - Closed - NA 	Picklist	The type of referred complaint, if any
Complaint Reported Date/Time	IETRS_Complaint_Reported_Date_Time_c	N/A	Date/Time	When the complaint was reported

Field Name	API Name	Field Values	Field Type	Description
Complaint Resolution Description	IETRS_Complaint_Resolution_Description_c	N/A	Long Text Area (32768)	How the complaint was resolved.
Complaint Resolution Status	IETRS_Complaint_Resolution_Status_c	- Pending - Closed	Picklist	Status of the complaint
Inspectable Unit	IETRS_Inspectable_Unit_c	N/A	Lookup (Account)	Link to the related Inspection Unit
Inspection (SMRD)	IETRS_SMRD_Inspection_c	N/A	Lookup (Inspection Package)	Link to the related Inspection Package
Inspection Deadline	IETRS_Inspection_Deadline_c	N/A	Formula (Date)	7 days after the Complaint Reported Date
Investigator	IETRS_Investigator_c	N/A	Lookup (User)	The investigator assigned to this complaint
Lead Inspector	IETRS_Lead_Inspector_c	N/A	Lookup (User)	The inspector assigned to this inspection
List of Persons Contacted	IETRS_List_of_Persons_Contacted_c	N/A	Text Area (255)	List of persons contacted
Mine	IETRS_Mine_c	N/A	Lookup (Account)	Link to the related Mine
Mining Operator	IETRS_Mining_Operator_c	N/A	Lookup (Account)	Link to the related Mining Operator
Mining Permit	IETRS_Mining_Permit_c	N/A	Lookup (Account)	Link to the related Mining Permit
Notice Date 1	IETRS_Notice_Date_1_c	N/A	Date	1st Notice Date
Notice Date 2	IETRS_Notice_Date_2_c	N/A	Date	2nd Notice Date
Notice Date 3	IETRS_Notice_Date_3_c	N/A	Date	3rd Notice Date
Notice Date 4	IETRS_Notice_Date_4_c	N/A	Date	4th Notice Date

Field Name	API Name	Field Values	Field Type	Description
Office Investigation Complete	IETRS_Office_Investigation_Complete_c	N/A	Date	Date investigation completed
Results Provided to Complainant	IETRS_Results_Provided_to_Complainant_c	N/A	Date	Date results provided to complainant
Results Provided to Operator	IETRS_Results_Provided_to_Operator_c	N/A	Date	Date results provided to operator
Target Date 1	IETRS_Target_Date_1_c	N/A	Date	1st Target Date
Target Date 2	IETRS_Target_Date_2_c	N/A	Date	2nd Target Date
Target Date 3	IETRS_Target_Date_3_c	N/A	Date	3rd Target Date
Target Date 4	IETRS_Target_Date_4_c	N/A	Date	4th Target Date

3.1.3.3. Validation Rules

Validation Rule Name	Description
Inspection_Not_Warranted_Status	The Office Investigation Complete Date must be provided in order to set the Inspection Status of this Complaint to Inspection Not Warranted.

3.1.3.4. Custom Buttons

Name	Description
Upload Complaint File	Allows user to create a new Files & Correspondence record related to the Complaint record.

3.1.4. Files

In the Files object, MINERS users are able to store and access files from the following Library: Forms and Documents – SMRD. Inspectors use this to store all regulation and technical checklists as well as any other documents, so they access to them at any time.

3.1.5. Files & Correspondence

This custom object contains all information related to the uploaded file. Previews are available for standard formats like .pdf and .doc. This object serves a similar purpose to the Files & Correspondence objects in the CASES and PIPES environments, except with fewer capabilities per MINERS requirements. For example, currently, there are no related lists associated to this object in MINERS and there are no features to allow emails to be sent out.

Similar to the other environments, users are able to relate this object to MINERS specific objects like Mining Permit, Exploration Permit, Mining Operator, Mine, and Inspectable Unit. Two other fields were added for MINERS: Cover Letter Only (checkbox) and Inspection Report Title (text).

The following Document Types were added for the MINERS environment:

- Annual Impoundment Certifications
- Bonding documentation
- Cessation Order
- ERA Maintenance
- Final Action Letter
- Inspection Report
- Insurance documentation
- Long-Term Stream monitoring
- Memo
- Notice of Violation
- NOV Inspector Statement
- NOV Termination Letter
- Pond Inspection Reports
- Quarterly Reporting
- Seep Status Reports
- Self-Reporting of Non-Compliance
- Surface and Ground monitoring
- Uranium Mine Operations
- Video

3.1.5.1. Fields

Field Name	API Name	Field Values Type	Field Type	Description
Box File Id	IETRS_Box_File_Id__c	N/A	Hidden text	The unique Box identifier for the file
Box Folder Link	IETRS_Box_Folder_Link__c	N/A	Formula (Text)	Link to the Box folder that the file is in. Looks first at the Parent Case record for the folder Id. If not present, looks for the folder id in the record itself. Otherwise, links to folder id 0 (the root folder).

Field Name	API Name	Field Values Type	Field Type	Description
Business Area or Division	IETRS_Business_Area_Division__c	- Oil and Gas - Alternative Fuels - Surface Mining - Pipeline Safety - Hearings - Legal Enforcement - N/A	Picklist	Populated with user profile when using the uploader, controlling picklist for the available document types below
Comments	IETRS_Comments__c	N/A	Text	The comments/text sent in the correspondence
Complaint	IETRS_Complaint__c	N/A	Lookup (Complaint)	Relationship to allow attachments on Complaint records
Confidential	IETRS_Confidential__c	N/A	Checkbox	Yes or no checkbox
Cover Letter Only	IETRS_Cover_Letter_Only__c	N/A	Checkbox	Yes or no checkbox
Created By	CreatedById	N/A	Lookup (User)	User who created the record
Date Filed	IETRS_Date_Filed__c	N/A	Date	Date the document was filed
Date Received	IETRS_Date_Received__c	N/A	Date	Date the document was received
Delivery Method	IETRS_Delivery_Method__c	Email Mail	Picklist	The method it was delivered
Document Type	IETRS_Document_Type__c	See Object Manager for a complete list of types	Picklist	Identifies the type of supporting document
Document Type of Other	IETRS_Document_Type_of_Other__c	N/A	Text (255)	Used when the "Other" Document Type is selected

Field Name	API Name	Field Values Type	Field Type	Description
Draft	IETRS_Draft__c	N/A	Checkbox	Indicator if document is a draft
Email Body	IETRS_Email_Body__c	N/A	Long Text Area	If the correspondence is an email, then enter the body for the email to be sent
Email Subject	IETRS_Subject__c	N/A	Text Area	If the correspondence is an email, then enter the Subject for the email to be sent
Exploration Permit	IETRS_Exploration_Permit__c	N/A	Lookup (Account)	Relationship to the applicable Account record
File Format	IETRS_File_Format__c	N/A	Text	Standard representing the encoding of a data file. This is often denoted by a software application that can view/edit the document (example - "Word" document)
File Name	IETRS_File_Name__c	N/A	Text (255)	Name of the file uploaded through a component for box
File Size (bytes)	IETRS_File_Size__c	N/A	Text	Size of the attachment as measured in kilobytes
Incident	IETRS_Incident__c	N/A	Lookup (Incident)	Relationship to allow attachments on Incident records
Inspectable Unit	IETRS_Inspectable_Unit__c	N/A	Lookup (Account)	Relationship to the applicable Account record
Inspection	IETRS_Inspection__c	N/A	Lookup (Inspection)	Relationship to allow attachments on Inspection records
Inspection Report Title	IETRS_Inspection_Report_Title__c	N/A	Text (100)	Free text field.
Inspection Package	IETRS_Inspection_Package__c	N/A	Lookup (Inspection Package)	Relationship to allow attachments on Inspection Package records
Last Modified By	LastModifiedById	N/A	Lookup (User)	User who last modified record
Mine	IETRS_Mine__c	N/A	Lookup (Account)	Relationship to the applicable Account record

Field Name	API Name	Field Values Type	Field Type	Description
Mining Operator	IETRS_Mining_Operator_c	N/A	Lookup (Account)	Relationship to the applicable Account record
Mining Permit	IETRS_Mining_Permit_c	N/A	Lookup (Account)	Relationship to the applicable Account record
Notification	IETRS_Notification__c	N/A	Lookup (Notification)	Relationship to allow attachments on Notification records
Organization	IETRS_Organization__c	N/A	Lookup (Account)	The name of the Organization associated with the File
Original File Name	IETRS_OrigFileName_c	N/A	Text	Original File Name
Owner	OwnerId	N/A	Lookup (User, Group)	User who is designated as owner of record
Privileged	IETRS_Privileged__c	N/A	Checkbox	A checked "Privileged" box indicates that a document is privileged
Regulated Fee	IETRS_Regulated_Fee_c	N/A	Lookup	Pulls in the regulated fee amount
Sent Date/Time	IETRS_InsSent_Date_Time_c	N/A	Date/Time	Date and time that the correspondence took place
Share with Legal as Evidence	IETRS_Share_Legal_Evidence_c	N/A	Checkbox	Indicator that document can be shared with legal as evidence
Supplemental	IETRS_Supplemental__c	N/A	Checkbox	Yes or no checkbox
Violation	IETRS_Violation__c	N/A	Lookup (Violation)	Relationship to allow relationship with a violation

3.1.5.2. Validation Rules

Validation Rule Name	Description
Cover_Letter_Only_Requires_Comment_SMRD	A Comment is mandatory for all Cover Letters
SMRD_No_Edit_if_IP_Complete	You cannot edit the record because the related Inspection is Complete

3.1.6. Inspection Package

This custom object contains all information related to the Inspection of the Inspectable Units.

3.1.6.1. Record Types

For MINERS, two new record types were created for this object.

1. Inspection Package – Surface Mining – Coal
2. Inspection Package – Surface Mining – Uranium

3.1.6.2. Fields

Field Name	API Name	Field Values	Field Type	Description
30 Day Operator Notice Deadline	IETRS_30_Day_Dea dline_c	N/A	Date	Date of the deadline
Begin Date	IETRS_Begin_Date_ _c	N/A	Date	Start of the inspection
Bond Release 30 Day Inspection Deadline	IETRS_Bond_Releas e_30_Day_Insp_Dea dline_c	N/A	Date	Date of the deadline
Bond Release Received	IETRS_Bond_Releas e_Received_c	N/A	Date	When the document was received
Business Area	IETRS_Business_Ar ea_c	- Surface Mining	Picklist	Business Area of the inspection
Cessation Order Issued	IETRS_M_Cessation_ _Order_Issued_c	N/A	Checkbox	Yes or no checkbox
Cessation Order Issued - Last Inspection	IETRS_Cessation_O rder_Last_Inspection _c	N/A	Formula (Checkbox)	Yes or no checkbox
Complaint	IETRS_Complaint_ c	N/A	Lookup (Complaint)	Displays the Complaint related to the Inspection Package, if any.
County	IETRS_M_Inspectab leUnit_County_c	N/A	Formula (Text)	Displays the County of the Mine that the Inspectable Unit is related to.
Current ALJ Status	IETRS_Current_ALJ _Status_c	N/A	Text Area (255)	Free text area
Date Inspection Completed	IETRS_M_Date_Ins pection_Completed_ _c	N/A	Date	Date when inspection ended

Field Name	API Name	Field Values	Field Type	Description
Date of Last Inspection	IETRS_M_Date_of_Last_Inspection_c	N/A	Date	Date of last inspection
Days to Complete Report	IETRS_Days_to_Complete_Report_c	N/A	Formula (Number)	Calculation of days between Completion of Inspection, and Approval of Inspection Report by Manager
Description	IETRS_Description_c	N/A	Long Text Area (32768)	Free text area
Inspectable Unit	IETRS_Inspectable_Unit_c	N/A	Lookup (Account)	Link to the related Inspection Unit
Inspection Report Approved	IETRS_Inspection_Report_Approved_c	N/A	Date	Date reported approved
Inspection Report Complete	IETRS_Inspection_Report_Complete_c	N/A	Date	Date report completed
Inspection Report Signed/Sent	IETRS_Inspection_Report_Signed_Sent_c	N/A	Date	Date report signed/sent
Inspection Sub-Type	IETRS_Inspection_Sub_Type_c	- Complaint - Bond Release - Exploration - ERP - Well Plugging - Follow-up	Picklist	Sub-type of the inspection
Inspection Type	IETRS_Inspection_Type_c	- Complete - Partial - Special - Standard	Picklist	Type of inspection
Land Use Requested	IETRS_Land_Use_Requested_c	N/A	Text Area (255)	Free text area
Last Rainfall	IETRS_Last_Rainfall_c	N/A	Date	Date of last rainfall

Field Name	API Name	Field Values	Field Type	Description
Last Reported Rainfall	Last_Reported_Rainfall_c	N/A	Date	Date of last reported rainfall
Lead Inspector	IETRS_Lead_Inspector_c	N/A	Lookup (User)	The inspector assigned to this inspection
Mine	IETRS_Mine__c	N/A	Lookup (Account)	Link to the related Mine
Mining Operator	IETRS_Mining_Operator_c	N/A	Lookup (Account)	Link to the related Mining Operator
Mining Permit	IETRS_Mining_Permit_c	N/A	Lookup (Account)	Link to the related Mining Permit
Notification Sent	IETRS_Bond_Release_Notification_Sent__c	N/A	Date	Date notification sent
NOV Issued	IETRS_M_NOV_Challenged__c	N/A	Checkbox	Yes or no checkbox
NOV Issued on Last Inspection	IETRS_NOV_Issued_on_Last_Inspection__c	N/A	Formula (Checkbox)	Yes or no checkbox
Operator Notice Received	IETRS_Operator_Notice_Received_c	N/A	Date	Date notification received
OSM Attended	IETRS_OSM_Attended_c	N/A	Checkbox	Yes or no checkbox
OSM Notification Sent	IETRS_OSM_Notification_Sent_c	N/A	Checkbox	Yes or no checkbox
Phase I Acreage Requested	IETRS_Phase_I_Acreage_Requested_c	N/A	Number (5,0)	Acreage requested
Phase I Acreage Used	IETRS_Phase_I_Acreage_Used_c	N/A	Number (5,0)	Acreage used
Phase II Acreage Requested	IETRS_Phase_II_Acreage_Requested__c	N/A	Number (5,0)	Acreage requested
Phase II Acreage Used	IETRS_Phase_II_Acreage_Used_c	N/A	Number (5,0)	Acreage used
Phase III Acreage Requested	IETRS_Phase_III_Acreage_Requested_c	N/A	Number (5,0)	Acreage requested

Field Name	API Name	Field Values	Field Type	Description
Phase III Acreage Used	IETRS_Phase_III_Acreage_Used__c	N/A	Number (5,0)	Acreage used
Rainfall Reported at Last Inspection	Rainfall_Reported_at_Last_Inspection__c	N/A	Number (2,0)	Amount of rain previously reported
Rainfall Since Last Inspection	IETRS_M_Rainfall_Since_Last_Inspection__c	N/A	Number (3,2)	Amount of rain since last inspection
Recipients of Notification	IETRS_Recipients_Bond_Release_Notification__c	N/A	Long Text Area (1000)	Free text area
Recipients of Secondary Notification	IETRS_Recipients_of_Secondary_Notification__c	N/A	Long Text Area (1000)	Free text area
Record Type	RecordTypeId	N/A	Record Type	Record Type of the record
Secondary Notice Sent	IETRS_Bond_Release_Secondary_Notice_Sent__c	N/A	Date	Date notification sent
Status	IETRS_Status__c	- Complete - Initial - Inspection Report Approved - Inspection Report Pending Adjustments - Inspection Report Review - Work in Progress	Picklist	Status of the inspection
Total Acreage Requested	IETRS_Total_Acreage_Requested__c	N/A	Number (3,2)	Total acreage requested
Total Pending Violations	IETRS_Total_Pending_Violations__c	N/A	Number (18,0)	Total pending violations
Type of Mine	IETRS_Type_of_Mine__c	N/A	Formula (Text)	Type of Mine
Uncorrected Status	IETRS_Uncorrected_Status__c	- Closed	Picklist	Uncorrected status of the related violations

Field Name	API Name	Field Values	Field Type	Description
		<ul style="list-style-type: none"> - Waiting for POC - POC is Delinquent - POC Ext Waiting for Approval - POC Ext Approved - POC Ext Denied - POC Waiting for Approval - POC Rejected - POC Approved - Waiting for Completion - Complete - No Status 		
Year to Date Rainfall	IETRS_M_Year_to_Date_Rainfall_c	N/A	Number (3,2)	Year to date rainfall
YTD Rainfall Last Inspection	YTD_Rainfall_Last_Inspection_c	N/A	Number (2,0)	YTD rainfall as of the last inspection

3.1.6.3. Validation Rules

Validation Rule Name	Description
IETRS_M_30_Day_Deadline_Dir_Mmgr_Only	Only SMRD Director and Manager Roles can edit fields related to 30 Day Deadlines.
IETRS_M_Require_Description_on_Follow_up	A Follow-up Description is required for a Follow-up Inspection Sub-Type.
IETRS_M_Status_Complete_LOCKED	Record cannot be edited after Status is Complete. Contact your System Administrator for assistance.

3.1.6.4. Custom Buttons

Name	Description
Upload Inspection File	Allows user to create a new Files & Correspondence record related to the Inspection Package record.

3.1.7. Violation

This object allows user to document violations found during the inspection process. Each Violation is related to the specific Regulatory that the operator violated.

3.1.7.1.

Field Name	API Name	Field Values	Field Type	Description
Abatement Completion Due	IETRS_Abatement_Completion_Due_c	N/A	Date	Date that abatement completion is due
Abatement Completion Required	IETRS_Abatement_Completion_Required_c	N/A	Checkbox	Yes or no checkbox
Action Recommended Date	Action_Recommended_Date_c	N/A	Date	Recommended date that a violation should be brought into compliance
Case	IETRS_Case__c	N/A	Lookup (Case)	Associated Case
Case Business Area	IETRS_Case_Business_Area_Picklist_c	- Oil and Gas - Pipeline Safety - Alternative Fuels - Surface Mining	Picklist	Shows Business Area of Case
Comments	IETRS_Comments__c	N/A	Long Text Area	Additional narrative about the violation
Compliance Date	IETRS_Compliance_Date_c	N/A	Date	Date that compliance is achieved for this violation
Compliance Date	IETRS_Compliance_Date_c	N/A	Date	Date that compliance is achieved for this violation
Compliance Met?	IETRS_Compliance_Met_c	N/A	Checkbox	Yes/No indicator denoting whether this violation has been brought into compliance

Field Name	API Name	Field Values	Field Type	Description
Created By	CreatedById	N/A	Lookup (User)	User who created the record
Days out of Compliance	IETRS_Days_out_of_Compliance_c	N/A	Number	The total number of days the entity has been out of compliance
Description	IETRS_Description_c	N/A	Long Text Area	Text description of the violation. Once the regulatory code is filled, this will be auto-populated. Alternate names: Violation Description (O&G), Rule Reference (AFS), Violation Description (SMRD), Notes (PS)
Enforcement Comment	IETRS_Enforcement_Comment_c	N/A	Long Text Area	Comments required when setting Enforcement Requested to true - moved from Inspection Package
Enforcement Requested	IETRS_Enforcement_Requested_c	N/A	Checkbox	Indicates if the inspector is recommending an enforcement action.
Enhanced?	IETRS_Enhanced_c	N/A	Checkbox	Yes/No indicator denoting whether the penalty amount(s) are enhanced from the standard values
Enhancement Reason	IETRS_Enhancement_Reason_c	<ul style="list-style-type: none"> - Impacted Residential/Public Area - Hazardous Material Release - Reportable Incident/Accident - Exceeding Pressure Control Limits - Time Out of Compliance - Affected Area in Excess of 100 Square Ft. - Reckless Conduct or Operator 	Picklist	Reason for enhancing the penalty amount(s)

Field Name	API Name	Field Values	Field Type	Description
		- Intentional Conduct of Operator - Straight Penalty Not Per Day Rated		
Entity Name at Inspection	IETRS_Entity_Name_at_Inspection__c	N/A	Text (255)	The name of the regulated entity at the time of the inspection. This will be automatically written to this field and be read-only when the inspection is started
Factors Contributing to Major Violation	IETRS_Factors_Con_to_Major_Violation__c	N/A	Long Text Area	Free Text Factors
Filing	IETRS_Filing__c	N/A	Lookup (Filing)	Associated Filing
First Day of Non-Compliance	IETRS_First_Day_of_Non-Compliance__c	N/A	Date	The first day the entity was not in compliance. MM/DD/YYYY
Inspection	IETRS_Inspection__c	N/A	Lookup (Inspection)	Associated Inspection
Inspection Group	IETRS_Inspection_Group__c	N/A	Lookup (Inspection Group)	Group contain the original inspection and all re-inspections related to a violation
Inspection Package	IETRS_Inspection_Package__c	N/A	Lookup (Inspection Package)	Will be set automatically with the Inspection Package the Inspection is a part of when the violation is created
Issue Date	IETRS_Issue_Date__c	N/A	Date	Date a violation was issued. Alternate name: Violation Discover Date (O&G)
Last Modified By	LastModifiedById	N/A	Lookup (User)	User who last modified the record
Major Violation	IETRS_Major_Violation__c	N/A	Checkbox	Categorization of the impact of a violation to public safety and/or the environment

Field Name	API Name	Field Values	Field Type	Description
Non-Compliance Counter	IETRS_Non_Compliance_Counter_c	N/A	Formula (Number)	Used with process and flow to determine how many non-compliant Violations are on a Case.
NOV – Date Challenged	IETRS_NOV_Date_Challenged_c	N/A	Date	Date the NOV was challenged
NOV Challenge Description	NOV_Challenge_Description_c	N/A	Long Text Area (5000)	Free text field
Organization	IETRS_Organization__c	N/A	Lookup (Account)	Related Organization
Penalty Amount	IETRS_Penalty_Amount_2_c	N/A	Currency	Penalty Amount for Violation
Penalty Fee Paid	IETRS_Penalty_Fee_Paid_c	N/A	Date	Date fee was paid
Penalty Rate per Day	IETRS_PenaltyRateperDay_c	N/A	Number	The daily dollar amount assigned to the penalty
Plan of Corrections	IETRS_Plan_of_Corrections_c	N/A	Lookup (Plan of Correction)	The related Plan of Correction with the Violation
Point Score	IETRS_Point_Score__c	N/A	Number (3,0)	Assigned by inspectors for evaluating the violation
Previous Inspection (Reqd for Repeat)	IETRS_Previous_Inspection_c	N/A	Lookup (Inspection)	For previous Violations on the Inspection
Public Portal – Record Visible	IETRS_Public_Portal_Record_Visible_c	N/A	Checkbox	Marked True if the Violation is visible on the public portal
Reason for Violation Removal	IETRS_Reason_for_Violation_Removal_c	N/A	Text	Enter the reason this violation is removed
Recommended Enhancement Amount	IETRS_Recommended_Enhancement_Amount_c	N/A	Currency (16, 2)	Amount of enhancement to the violation
Regulated Entity	IETRS_Regulated_Entity_c	N/A	Master-Detail (Account)	Associated Account/Regulated Entity

Field Name	API Name	Field Values	Field Type	Description
Regulated Entity Name for Search	IETRS_Reg_Entity_Name_for_Search_c	N/A	Text (255)	This field does not need to be added to the layouts but will be populated by a workflow when the regulated entity lookup field is set on the Violation record. This text field lets the Incident record to be returned in search results when searching for the Regulated Entity.
Regulatory Code	IETRS_Item_Violated_c	N/A	Lookup (Regulatory Codes)	Identifies the rule, regulation, or statute violated
Regulatory Code Description	IETRS_Item_Violated_Description_c	N/A	Long Text Area	Will be populated by the system with the description of the regulatory code selected
Re-inspection Required	IETRS_Re-Inspection_Required_c	N/A	Checkbox	Indicator whether a re-inspection is required in the case of non-compliance. Alternate names: Back check Required (O&G), Follow-Up (AFS)
State	IETRS_State_c	- Corrected - Repeat - Uncorrected	Picklist	Indicator of whether the violation has been corrected or not or if it's a repeat violation
Status	IETRS_Status_c	- Approved - Closed - Complete - Delinquent - Final Action - Legal Enforcement - Ongoing - Pending - Pending Hearings - Rejected - Terminated		Status of the violation

Field Name	API Name	Field Values	Field Type	Description
		- Vacated		
Status Date	IETRS_Status_Date__c	N/A	Date	The date of when the status was updated. MM/DD/YYYY
Violation	Name	N/A	Auto Number	Unique identifier for a violation. "VIOLATION – {0000000001}"
Violation Location	IETRS_Violation_Location__c	N/A	Long Text Area (32768)	Location of the violation
Violation Number	IETRS_Violation_Number__c	N/A	Number	The number of the Violation in the list of Violations
Violation Severity	IETRS_ViolationSeverity__c	N/A	Number	Categorization of the impact of a violation to public safety and/or the environment. Ranges from 1-70, 70 being the highest severity. Only used for SMRD
Violation Type	IETRS_Violation_Type__c	N/A	Formula (Text)	The Violation Type of the associated Regulatory Code

3.1.7.2. Custom Buttons

Name	Description
Create a Case	Allows user to create a Case from the Violation record.
Upload Violation File	Allows user to create a new Files & Correspondence record related to the Violation record.
Upload Complaint File	Allows user to create a new Files & Correspondence record related to the Complaint record.

Attachment 2

Surface Mining and Reclamation Division Permitting System

PART 4: Surface Mining and Reclamation Division – Permitting System Overview.

Below is a High-Level overview for the build-out of the SMRD Permitting system application known as SMRD OPS. Further analysis will be needed to fully understand and implement the requirements to be gathered.

4.1. Permitting system Overview

The Surface Mining and Reclamation Division (SMRD) regulates surface mining for coal or exploration. Mining companies must have a Commission permit and post a bond for each mining site they operate in the state. The SMRD division reviews proposed mining permit applications to see if the mine will impact the environment and to determine if the procedures proposed to be used in reclaiming the land after mining is finished and will meet regulatory requirements.

4.2. Online Permitting System

The system needs to have a public portal that will:

- allow external users to complete and track permit applications and forms, including uploading applicable documents
- create a searchable .pdf that is concatenated from multiple uploaded files.
- contain a timekeeping function which SMRD calls “The Clock”. This is a timekeeping function that will track the number of days that a project has been under the purview of SMRD, industry, Hearings division, etc. There are different deadlines for different projects and phases. Some deadlines are a legislative mandates, some are SMRD determined. Sometimes, the SMRD Director can add additional time to a project.
 - The clock starts, stops and restarts at different times of a project and is counted for SMRD, industry, hearings, outside review, etc.
 - Deviation from 120-day Clock – applicant may request and receive an extension from a RRC Administrative Law Judge, in which case, industry is granted another round of TA/TAA review. If this occurs, application may be reopened once a judge-granted extension letter is uploaded to software and reviewed and approved by PM. A new day-count clock variable is initiated.
- track changes to the permit over time, while keeping a record of the changes and allowing for comparisons between the versions.
- have checklists to show industry submitters which sections of the permit have and have not been completed during the submission process and the review process.
- store and track working files as well as a checklist of map layers on the working files.
- store uploaded CAD (Computer Aided Design) files and allow new CAD layers to be stored and compared.

- allow tracking of RRC SMRD comments and resolution of those comments.
- produce reports and letters that are built from SMRD comments on permit action documents and other information including mine name, location and appropriate points of contact.
- The code shall include internal documentation and/or commenting to facilitate future changes when the 16 TAC 12 rule is updated.
- The code shall be accompanied by design diagrams, architectural diagrams and entity relationship diagrams for the purpose of continual maintenance of the system.
- A maintenance service agreement for at least one year shall be included.
- allow external public users to search for permits
- allow integration with existing Salesforce Payment Portal for processing form fees.

4.3.Reports, Documents, and Notices

The system needs to be able to:

- Generate reports for internal users, including performance measure reports and staff analytics.
- Accept document uploads from external users.
- Generate different types of letters/notices.
- Generate reports for external users.

- **User Manuals for the E-permitting system.** This shall be two manuals that can be utilized by SMRD Staff as well as the coal industry. These manuals will be in Word format, as well as linked in the web portal. An accompanying video, suitable to YouTube hosting, shall also be prepared.
- **User manual for SMRD will include but not be limited to information about how to:**
 - View the submittals
 - Write comments
 - Track comments over subsequent submittals
 - Compare multiple versions of a submittal simultaneously
 - Approve permit actions
 - View and modify checklists
 - View all approved permit actions and all previous submittals
 - Other user functions which the RRC PM or the Vendor proposes.
- **User manual for Industry will include information about how to**
 - Upload submittals
 - View comments from SMRD
 - Respond to SMRD comments
 - View some checklists
 - Upload additional materials
 - View the final approved permit actions and all previous submittals

PART 5: Processes

Listed below are examples of Review Processes with descriptions.

5.1. Initial Permit Application Review

The Initial review involves an Administrative Review, Technical Review, and Manager Review of application permits for new coal mines.

5.1.1. Permit Application Steps

1. Application Arrives – applicant submittal of permit application triggers workflow.
 - Application submitted by applicant – The applicant has entered all of their information and is ready for SMRD review. Once the applicant has submitted their permit materials, they can no longer change the information, unless SMRD grants permission. SMRD has 7 days to determine if the application is complete.
 - Regulatory clock start at Day 0 (day the application is declared complete) – reviewers

have a legislated 120 days to complete the standard phases of a permit application review. The standard phases include the original review, the first technical analysis (TA), the first technical analysis addendum (TAA), and the second TAA. The reviewers' 120-day clock pauses each time the application is transferred out of SMRD's control or when the applicant requests the clock (and review) be stopped.

- Applicant receives a notice of receipt – system shall generate a document or pop-up dialogue that can be emailed/saved/printed so that the applicant can retain a copy for their records.
- Manager role should receive an alert – at this time on the Manager has access to the permit application.

2. Manager Assigns Tasks

- Manager assigns a Project Manager (PM) role.
- Manager assigns Review Team, a list of people and the permit sections which then are to review.
- PM is alerted via email.

3. Project Manager (PM) Receives Project

- PM sets project timeline as Day # - Project Manager sets due dates as Day # out of 120. This will be used by the software to compute due dates and trigger reminder emails. The clock starts and stops as the permit application changes hands between SMRD and the coal industry.
- PM triggers email to be sent out to members of Review Team.

4. Permit Review

- Reviewers go through permit application and mark deficiencies – deficiencies are used in the generation of the TA.
- Reviewers write summary notes – summary notes are a record-of-reason for the deficiencies.
- Once a reviewer marks Review Complete, they are locked out at PM's discretion.

5. Technical Analysis Issued

- PM oversees the generation of TA.
- PM enters TA review with Manager and Director – PM, Manager, and Director must each sign-off on the TA before it can be sent to applicant in that order. Once the PM signs-off, then no edits can be made to the content of the TA. If any role rejects the TA, it must go through the sign off process again.
- All edits must be done by the PM or the Reviewer.

5.1.2. Permit Application Work Flow

Below is a brief explanation of the desired permit application workflow within the web portal as well as additional information for the vendor. This process will be similar to permit renewals, permit revisions as well as bond releases.

The user roles and permissions are as follows:

- Industry/Applicant
 - Can input information
 - Cannot see draft comments, SMRD checklists or draft letters.
- Public
 - Can only view the submitted industry applications as well as SMRD comment letters and Technical Assessments
- Manager
 - Can review the Review Team's draft comments
 - Cannot change or delete the Review Team's draft comments
 - Can view the application
 - Can write comments on the application
- Project Manager
 - Can reopen the application for industry
 - Can view the application
 - Can write comments on the application
 - Cannot change or delete the Review Team's draft comments
- Review Team
 - Can view the application
 - Can write comments on the application
 - Can respond to industry response to initial comments
- Director
 - Can view the application
 - Can write comments on the application
 - Cannot change or delete the Review Team's draft comments
 - Can give final sign-off on outgoing letters and Technical Assessments

5.2. Renewal Permit Application Review

The permits issued by SMRD have expiration dates and can be renewed upon submittal of a renewal permit application. These permits are typically issued for a period of five years and expire automatically unless renewal is requested by the Permittee.

Once a mine ceases coal production, it transitions to a Reclamation Only permit, and it does not have an expiration date (by Rule).

The Renewal review follows the same process as an initial permit application.

5.3. Bond Release Review

The Bond Release review follows the same process as an initial permit application.

5.4. Permit Revision Review

The permit review process is similar to the permit application review, but usually simplified. Only a selection of sections are modified

Attachment 3-Future Workorder Possibilities

The first three items on this attachment (CASES Enhancement, Events enhancements and PIPES enhancements are already operating in RRC's existing Salesforce environment. The remaining items listed in this document may need to be developed, configured, and implemented into the same Salesforce environment.

CASES Enhancements

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

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

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

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

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

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

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

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

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

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

Events Enhancements

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

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

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

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

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

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

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

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

PIPES Enhancements

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

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

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

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

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

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

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

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

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

Gas Utility Oversight

The Gas Services Department within the Oversight & Safety Division provides auditing, market oversight, dispute resolution, and rate analysis and review to ensure that natural gas utilities provide safe and reliable service at just and reasonable rates. Work involving this area would include replacement of the legacy (mainframe and other) systems supporting Gas Services responsibilities as outlined below.

Responsibilities of the Gas Services department include:

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

Gas Services Statistics (as of Fiscal Year 2020)

Table 2: Gas Services Statistics as of FY 2020

Activity	Amount
Number of Gas Utilities	220
Number of Audits Conducted	135
Total Gas Utility Pipeline Tax Collected	\$32,683,474
Tariff Filings (approximate per year)	170,000

Integrations

Below are some examples of integrations / services that may need to be built among RRC legacy systems, current technology systems, and future systems with our integrations tools.

Name of Service	Types of Activities in Service	Inputs	Outputs
CASES service	Create a Case	Type of case, all required data	Case number
	Close a Case	Case number, any other required fields	Success indicator
Drilling Permit service	Get list of permits	API Number	Permit numbers and dates
	Get permit restrictions	Permit number	List of permit restrictions
Well service	Get location	API Number	GIS coordinate data
	Get well information	API Number	Well data

Attachment 4
Vendor's STATEMENTS and Covenants

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

8. The provisions of RRC Solicitation No. 455-22--1027 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 Contract.
14. 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.
15. 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.

16. 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.
17. 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 Response to any competitor or any other person engaged in the same line of business as Vendor.
18. 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 may result from the submission of the Response.
19. 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.
20. 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 greater ownership interest in the business entity.
21. 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: _____

Position with Vendor: _____

Date of Employment with Vendor: _____

22. 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.

23. 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.
24. 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.
25. Pursuant to Texas Government Code §2271.002, Vendor certifies that either (i) it meets an exemption criterion under Texas Government Code §2271.002; 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.**
26. Pursuant to Texas Government Code §2272.003, Respondent certifies that either (i) it meets an exemption criterion under Texas Government Code §2272.002; or (ii) it is not an abortion provider or an affiliate of an abortion provider during the term of the Contract resulting from this solicitation.
27. Pursuant to Texas Government Code §2274.002 as added by SB 13 (87R), Respondent certifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.
28. Pursuant to Texas Government Code §2274.002 as added by SB 19 (87R), Respondent certifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

34. 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.
35. 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.
36. 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.
37. 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.
38. 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 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.
39. 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".

40. 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.

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.

41. 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.
42. 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.
43. Pursuant to 34 Texas Administrative Code §20.306, if applicable to the SOW, Vendor claims the preference(s) checked below:

Table 3. 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 |

44. 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.
45. 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.
46. 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.
47. 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.

- 48. 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.
- 49. 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.
- 50. 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.
- 51. 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.
- 52. Vendor certifies that it shall comply at all times with the state risk and authorization management program in Section 2054.0593 of the Texas Government Code as applicable.

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

Vendor Name

Date Signed

Federal Employer Identification Number

Signature of Authorized Representative

Printed Name & Title of Authorized Representative

Attachment 5
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.

6. 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.

7. 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: _____

8. 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;
9. 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;
10. I hereby agree to immediately report any security incident directly to the designated Vendor Contact and the RRC Information Security Officer;
11. 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;
12. I hereby agree that all software used by the Vendor representative in providing goods or services to the RRC is properly licensed.
13. I hereby agree that in contracts for cloud computing services, Vendor shall at all times abide by Texas Government Code Section 2054.0593 and adhere to the state risk and authorization management program of the Department of Information Resources as applicable; as a precondition to entering into a cloud computing services contract or a renewal or extension of an existing contract, Vendor shall provide proof of compliance with the state risk and authorization management program as applicable.

14. I hereby agree while accessing RRC Information Resources to periodically provide evidence of compliance with RRC Information Security Guidelines and Policies and state law to the RRC Information Security Officer upon request according to reporting parameters specified by the RRC Information Security Officer. Whenever RRC data is stored outside of a state facility, Vendor shall either allow RRC to conduct a data security audit or provide a SOC 2 Type-2 report upon request.

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

Person authorized to bind the Vendor
printed name

Date

Person authorized to bind the Vendor
Signature

Vendor Representative printed name

Date

Vendor Representative Signature

Attachment 6 Pricing Worksheet

The Pricing Worksheet provides the framework for detailed cost information for the project delivered in the SMRD Inspection Workorder and the SMRD Permitting Workorder. The Pricing Worksheet must be the only document containing proposed pricing information in the offer.

At line 1-11 of *Table 1-Workorder 6 & 7 Pricing*, Vendors must provide the cost of each deliverable associated with the SMRD Inspection system (Workorder 6) Deliverable, including all software, hardware, software customization, implementation services, and deployment services and activities required to support the POC and final deliverables. At line 13, Vendors must provide the total price of the Alternative Fuels Safety Modernization (Workorder 6) deliverable. The total price should be the sum of lines 1-11.

At line 13-23 of *Table 1-Workorder 6 & 7 Pricing*, Vendors must provide the cost of each deliverable associated with the SMRD Permitting system (Workorder 7) Deliverable, including all software, hardware, software customization, implementation services, and deployment services and activities required to support the POC and final deliverables. At line 24, Vendors must provide the total price of the SMRD Permitting system (Workorder 7) Deliverable.

At line 1-8 of *Table 2- Hourly Rate Pricing*, Vendors are to list the blended hourly rate for each Skillset listed/proposed. The blended hourly rates for each skillset must be guaranteed through the duration of the contract. If a skillset that a Vendor believes they may use to support RRC in this project is not included in this list, please include below.

Table 4: Workorder 6 & 7 Pricing

<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
1	SMRD Inspection system (Workorder 6) Workplan	\$
2	SMRD Inspection system (Workorder 6) Requirements documentation	\$
4	SMRD Inspection system (Workorder 6) Design documentation, inclusive of data conversion/migration	\$
5	SMRD Inspection system (Workorder 6) RRC User Acceptance Testing support plan	\$
6	SMRD Inspection system (Workorder 6) System Testing / Tests documentation	\$
7	SMRD Inspection system (Workorder 6) Development configuration, code, and database,	\$

	inclusive of any integration development and associated documentation	
<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
8	SMRD Inspection system (Workorder 6) Training and User Manuals	\$
9	SMRD Inspection system (Workorder 6) Knowledge Transfer plan and documentation	\$
10	SMRD Inspection system (Workorder 6) Deployment Plan including conversion/migration	\$
11	SMRD Inspection system (Workorder 6) Post- deployment support logistics plan	\$
12	SMRD Inspection system (Workorder 6) Total Price	\$
13	SMRD Permitting system (Workorder 7) Workplan	\$
14	SMRD Permitting system (Workorder 7) Requirements documentation	\$
15	SMRD Permitting system (Workorder 7) Design documentation, inclusive of data conversion/migration	\$
16	SMRD Permitting system (Workorder 7) Development configuration, code, and database, inclusive of any integration development and associated documentation	\$
17	SMRD Permitting system (Workorder 7) System Testing/Tests documentation	\$
18	SMRD Permitting system (Workorder 7) RRC User Acceptance Testing support plan	\$
19	SMRD Permitting system (Workorder 7) Training and User Manuals	\$

20	SMRD Permitting system (Workorder 7) Knowledge Transfer plan and documentation	\$
21	SMRD Permitting system (Workorder 7) Deployment Plan including conversion/migration	\$
22	SMRD Permitting system (Workorder 7) Post- deployment support logistics plan	\$
<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
23	SMRD Permitting system (Workorder 7) Analysis for an expandable platform for additional environmental permitting areas	\$
24	SMRD Permitting system (Workorder 7) Total Price	\$

Table 5: Hourly Rate Pricing

<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
1	Blended Hourly Rate for Project Manager Services	\$
2	Blended Hourly Rate for Architect Services	\$
3	Blended Hourly Rate for Business Analyst Services	\$
4	Blended Hourly Rate for Systems Analyst Services	\$
5	Blended Hourly Rate for Data Analyst Services	\$
6	Blended Hourly Rate for Developer Services	\$
7	Blended Hourly Rate for Tester Services	\$
8	Blended Hourly Rate for Trainer Services	\$
9		
10		

Attachment 7
RRC Sample Contract

SAMPLE CONTRACT NO. 455-22-1027
between
RAILROAD COMMISSION OF TEXAS
and
VENDOR
for
Salesforce and Tools Implementation Services

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** (“Vendor”), located at **PHYSICAL ADDRESS, CITY, STATE, ZIP CODE** (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 (“Salesforce and Tools Implementation Services (STIS)”), and

WHEREAS, in accordance with applicable provisions of Texas Government Code Chapters, 2155, 2157 and 2261, RRC has selected Vendor to provide the desired Salesforce and Tools Implementation Services solution referenced within the RRC SOW No. 455-22-1027 (“SOW No. 455-22-1027”), and the Vendor has agreed to provide the desired Salesforce and Tools Implementation Services solution referenced within SOW No. 455-22-1027, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of SOW No. 455-22-1027 including but not limited to insurance and specifications within the Statement of Work, constitute part of this Contract No. 455-22-1027.

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

I. CONTRACT DOCUMENTS

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 **Salesforce and Tools Implementation Services** solution (“Services”), including all labor, qualified personnel,

management, coordination, equipment, materials, insurance, bonding, 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. 455-22-1027;
- b. Exhibit A, SOW No. 455-22-1027, including all associated attachments, appendices, exhibits, and addenda; and
- c. Exhibit B, Vendor's Offer, dated Month DD, YYYY (Vendor's Name Offer), including Original Pricing dated Month, DD, YYYY.

1.2 INCORPORATED BY REFERENCE. All elements listed in 1.1.a. through 1.1.c. 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, this Contract No. 455-22-1027 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. Vendor's DIR Contract # DIR-XXX-#####
- b. Exhibit A, This Contract No. 455-22-1027; then
- c. Exhibit B, SOW No. 455-22-1027; and then
- d. Exhibit C, Vendor's Offer.

II. TERM

2.1 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, 2024 ("Original Term"), unless terminated earlier as provided in SOW No. 455-22-1027, 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 three (3) additional 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.

2.2 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 statement 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 statement 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.

2.3 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 **DOLLAR AMOUNT IN WORDS AND ZERO CENTS (\$XXX,XXX.XX)**. 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. 455-22-1027.
- 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. 455-22-1027. 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 Statement of Work (SOW No. 455-22-1027) 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. 455-22-1027.
- 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. 455-22-1027.

IV. WARRANTIES AND CERTIFICATIONS

4.1 WARRANTIES.

In addition to all warranties established or implied by law, Vendor warrants that:

- All goods, services, and property provided conform to this Contract and to all representations made or provided by Vendor for the purpose of inducing the RRC to enter this Contract, and are merchantable, fit for the purpose intended, of best quality and workmanship, and free from all deficiencies in media, material, workmanship, and quality;
- All goods, services, and property provided conform to standards established for such goods in accordance with any applicable laws and regulations, including the Occupational Safety and Health Act (29 U.S.C. §§ 651-678);
- All services are performed in a professional and workmanlike manner, consistent with relevant accepted standards and practices.
- If the Contract provides for the sale or lease of software, Vendor warrants that software is user friendly, acceptable to RRC, and accessible to RRC's internal and external users in accordance with the Department of Information Resources guidance on accessibility for persons with disabilities. Graphical user interfaces must be implemented according to modern standards and capabilities unless stated otherwise in this Contract.

The warranties set forth above are effective upon RRC's issuance of final payment under the Contract or Work Order, and for 12 months thereafter. Nonconformities are not deemed waived by RRC's failure to notify Vendor upon receipt of goods, property or completion of services or by payment of invoice. Vendor shall, at its expense, repair or replace any goods and property and re-perform any services that are found to be or that become nonconforming or defective. If, after notice of a claim under these warranties, Vendor fails to promptly repair, replace, or re-perform as required, RRC may undertake its own remedial action and Vendor shall reimburse the RRC for all costs of such action. If RRC does not choose to repair, replace, or re-perform in place of the Vendor, Vendor shall promptly refund to RRC the full purchase price paid for the entire Work. Nothing in this Contract shall act as a waiver of any other applicable warranty, express or implied, benefitting the RRC.

4.2 NONCONFORMITIES AND DEFECTS

- Vendor shall inform RRC of any defects or nonconformities Vendor discovers in goods, services, or products provided by Vendor. Vendor agrees that defects or other non-conformities in a product, good, or service may not be readily apparent, including, but not limited to contracts for software development. In the case of software development contracts, defects or non-conformities may not become apparent until after testing is complete and the RRC determines a project phase is over.
- Despite initial approval by RRC, RRC reserves the right during the term of the Contract or warranty set forth in this Section IV to determine in its sole discretion that a non-conformity or defect exists in a good, service, or product provided by Vendor. After RRC informs Vendor of its determination, Vendor shall immediately take such curative measures as are necessary for the good, service, or product to become acceptable to RRC and to minimize adverse effects or damages to RRC, but in no event shall the cure be made later than (30) days after receiving notice of RRC's determination. Curative measures are limited to remediation of the unsatisfactory work without change to the applicable specifications and without regard to the amount of the effort expended on the original deliverable. Cure to all defects and nonconformities must take place by the end of the warranty term or the warranty will be extended until all defects and nonconformities are cured.

4.3 METHOD OF TEMPORARILY CURING SOFTWARE DEFECTS AND NON-CONFORMITIES.

This provision governs temporary curative measures taken where a defect or non-conformity arises during the term of the Contract or applicable warranty for the sale or lease of software. However, this provision should not be construed to exclude other methods of bringing software back into compliance with the terms of the Contract or warranty. In software contracts, Vendor may implement a patch or workaround to temporarily cure a defect or non-conformity while a permanent solution is being worked out, provided that the RRC approves such temporary measures. Software must continue to meet all acceptance tests throughout the warranty period. Changes to software are to be kept minimally disruptive to the RRC's internal and external users. Other measures to temporarily cure a software defect or nonconformity must likewise be approved by the RRC prior to implementation.

4.4 SURVIVAL OF OBLIGATIONS.

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four years beyond the termination or completion of the Contract, or until four years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in RRC's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

V. FUNDING.

5.1 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.

VI. VENDOR PERSONNEL.

6.1 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.

VII. NOTICES.

7.1 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

Administration Division-Contract Management

P.O. Box 12967

Austin, Texas, 78711-2967

Attention: Theresa Lopez

Phone: 512-463-6953

Fax: 512-936-6402

Email: theresa.lopez@rrc.texas.gov

For Vendor:

Vendor Legal Name

Full Mailing Address

City, State Zip

Attention: _____

Phone: _____

Fax: _____

Email: _____

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

to the other Party as provided herein.

VIII. MISCELLANEOUS PROVISIONS.

8.1 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.**

8.2 SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract No. 455-22-1027 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.

8.3 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.

8.4 SOVEREIGN IMMUNITY. The Parties agree and acknowledge that nothing contained in SOW No. 455-22-1027, 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.

8.5 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.

8.6 ENTIRE CONTRACT AND MODIFICATION. This Contract No. 455-22-1027 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

Wei Wang
Executive Director

Printed Name
Title: _____

Date of Execution

Date of Execution

===== RRC use only below this line.

Div. Director: _____
CM Director: _____
Procurement Director _____
OGC: _____

Attachment 8-
RRC Work Order Process

1. INTRODUCTION

RRC may order applicational services as described within the Statement of Work applicable to a Contract arising from SOW No. 455-22-1027 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 9

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 RRC project Change Control Board members (as designated by RRC) will review; approve, defer, or reject; and prioritize all change requests. The RRC Project Manager will have authority to approve schedule changes where major milestone dates and/or Vendor quoted prices are not impacted.

Procedure

1. The person requesting the change will complete the Change Request Form provided by RRC.
2. The form is to be emailed to the RRC Project Manager.
3. The RRC Project Manager will log the request in the Change Management Tracking Log.
4. The RRC Business Analyst and Technical Lead will assess the impact (impact to the project schedule, cost, resources and risks), and communicate the results to the RRC Project Manager.
5. The RRC Project Manager will update the Change Request Form with the impact results and include the Change Request as an agenda item for the next RRC project Sponsors meeting, or project Change Control Board meeting. The RRC Project Manager will provide a copy of the Change Request Form and the latest version of the Change Management Tracking Log to the meeting attendees.
6. The RRC project Change Control Board members will evaluate the Change Request and determine a disposition.

7. If the change is approved, the RRC Change Control Board will provide priority of the change in relation to the original scope of the project.
8. The RRC Project Manager and RRC Contract Manager will issue a Notice to Proceed for the Change Order if it is approved and results in a change of cost, a change to the project completion date, or to the related workorder/contract. Otherwise, the RRC Project Manager will communicate the Change Request disposition to the Vendor Project Manager.
9. The RRC Project Manager will update the disposition of the requested change in the Change Management Tracking Log.

Notes

1. If the RRC Change Control Board's 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 RRC IT Steering Committee (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 Information Technology Steering Committee (ITSC) at the discretion of the Sponsor(s).
3. For Emergency Requests, the RRC Project Manager can schedule a short notice RRC project Change Control Board meeting or request an email vote of the members.
 - 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 61: 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.
10/20/2021	Don McGrew	Updated to reflect more current nomenclature and

		specify limited use of an NTP.
5/27/2022	Edgar Chavez and David Stone	Revising to clarify RRC nominates the change control board and define the acronym ITSC.

ATTACHMENT 10
SERVICE MANAGEMENT MANUAL
Enterprise Policies

[Title]

Policy Document

Doc. No.: POL-604-10

Version: [Status]

Version Date: [Publish Date]



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Data Center Services

RFO Language for DCS Customers seeking IT Solutions

October 2020

All Data Center Services (DCS) designated agencies are required to include DCS hosting requirements language below in Requests for Offers (RFOs) that include IT infrastructure as either a hosted solution or a Software as a Service (SaaS) solution. The intent of this language is: 1) to give respondents a clear understanding of the requirement to use the State's DCS program public or private cloud, 2) how respondents should propose technical solutions hosted in DCS, and 3) to communicate how respondents are expected to integrate with the DCS program vendors and services throughout the life of their contract. The areas highlighted in yellow indicate places where the agency should customize the wording to fit their specific agency, situation, or RFO structure.

RFO Language:

Data Center Services (DCS) Infrastructure Requirements

The Texas Legislature, by action of House Bill 1516, 79th Legislature (Regular Session), established the foundation of a shared technology infrastructure and directed Department of Information Resources (DIR) to coordinate a statewide program to consolidate infrastructure services. Section 2054.391 requires State agencies included in the Data Center Services (DCS) program to use such services, unless otherwise approved by DIR through a Data Center Services Exemption. DIR currently has executed multi-vendor contracts to provide data center managed services for DIR Customers.

All hosted solutions offered in response to this RFO (including custom developed application, COTS, and Portal or Website managed content) must host the application or solution in the DCS program, using either public or private cloud compute and DCS managed services provided.

Respondents should comprehensively list their infrastructure or compute requirements, to be hosted in either a DCS public or private cloud, for financial review by the Railroad Commission of Texas ("RRC"). The RRC will facilitate the process to request an estimate of the cost to host the solution within the DCS program.

If the Respondent intends to propose Software as a Service (SaaS), then the Respondent must demonstrate that the solution must clearly meets the National Institute of Standards and Technology (NIST) standard definition of SaaS (NIST Definition of Cloud Computing SP 800-145). The RRC will be required to request and receive from DIR a DCS program exemption before a contract can be awarded to a Respondent.

More details about the DCS Vendor Contracts, MSAs and SOWs may be found on DIR's website at: www.dir.texas.gov.

Respondents should provide one technical solution: either SaaS or DCS hosted and managed. If your proposal is for a hosted solution, it will need to be hosted in the State's DCS program, which offers both public and private cloud hosting options. 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. Respondents should indicate whether it is

proposing fully managed or semi managed DCS infrastructure hosting and compute solutions required.

Respondents are not required to estimate the cost to host within the DCS program; however, Respondents are required to provide complete technical specifications in order for the RRC to estimate.

Collectively, the DCS contracts provide participating Customers mainframe and server operations, both public and private cloud services, disaster recovery, and bulk print and mail services.

DCS Public and Private Cloud Compute and Software Acquisition

As a participating entity in the DCS program, RRC is required to acquire all in-scope infrastructure compute, services, and software through the DCS program. Respondents must include complete compute and software infrastructure requirements in their response in order for RRC to estimate DCS costs.

The Successful Respondent is required to participate in the procurement process, including submitting the request for service into the DCS ServiceNow Tool, participating in the requirements gathering sessions, and validating the acquisition proposals received. Proper long-range planning is required in order to ensure compute is provisioned to meet project schedules.

DCS Process Management

The Successful Respondent will be required to participate in the defined DCS processes for incident management, problem management, change management, release management, configuration management, and request management. In the General Vendor Roles and Responsibilities described in this RFO Section 2.7, the Respondent must describe its interactions with the DCS program.

DCS Public Cloud

Industry leading public cloud services available from DIR Shared Technology Services are hardened public cloud virtual data center solutions with a focus on aligning the DCS Operating Model with Industry Best Practices, technical and security assurances, and onboarding of public cloud services through AWS, Azure, and Google.

Leveraging Cloud Native tooling, the DCS Cloud Service model is poised to align to the value of Cloud Service Providers by evolving capabilities with investment in Service Evolution of the Public Cloud. Our expanded Public Cloud model delivers IaaS, PaaS, and SaaS services with products and tooling built for and within the Public Cloud to leverage the full benefits of Public Cloud services with the security assurances of DCS.

Sandbox Public Cloud Support

This operational model is intended for environments with use cases such as proof-of-concepts, sandbox, and lower lifecycle development and testing activities which can operate with network

restrictions preventing communication with the STS Consolidated Data Centers and unsolicited inbound internet communication. Network connectivity to this environment is thru a secure customer VPN connection provisioned by the DCS managed service provider.

Native public cloud console access to Public Cloud IaaS services (with minimal restrictions) is available enabling customer flexibility operating in the Public Cloud.

Customers are fully responsible for services provisioned within the Sandbox support environments, with minimal SCP support provided.

Semi-Managed Public Cloud Support

The Semi-Managed Cloud operational model is intended for environments where the Customer is responsible for operating system management and monitoring, application level support and associated incident and change management. This environment requires connectivity through a DCS managed Direct Connect/Virtual Cross Connect (VXC) solution, delivering integration of private cloud resources with public cloud resources including STS assurances.

DCS solutions enabled for Customers include the following operational functions for the semi managed environments.

- Native Public Cloud console available with full read access to the cloud environment.
- Specific console roles can be discussed with PCM.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Advanced analytics and data correlation greatly extend the success of forensic research and investigation.
- Capture Azure events via OMS logs; AWS events via Cloud Trails and Cloud Watch; GCP events via Cloud Operations Suite.
- Cloud Access Security Broker solution spanning AWS, Azure and GCP providing sophisticated analytics to identify violation of policy and combat cyberthreats.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Utilizing the Security Instrumentation platform (SIP) to measure against cybersecurity KPI and targets. Tests effectiveness of network, endpoint and cloud controls.
- Advanced, customizable reporting with comprehensive API access and integration across multiple platforms.
- Endpoint protection online or offline with integration into tools such as Windows System Center for compliance and regulatory requirements and mandates.

The DCS Service Component Provider (SCP) is responsible for:

- Provisioning and deprovisioning,
- Enabling Customer console and IaaS access,
- Acquiring, installing, and patching the operating system,

- Installing and maintaining antivirus,
- Performing SIEM logging, critical watch reporting and security incident response, and
- Asset discovery and Configuration Management Database (CMDB) integration.

Fully Managed Public Cloud Support

The Fully managed Cloud operational model is intended for environments where the DCS Service Component Provider (SCP) is responsible for all aspects of the service lifecycle including provisioning, deprovisioning, ongoing operating system (OS) support, monitoring, environment maintenance, Customer incident request, change requests, and service requests. Connectivity over a new or previously existing Virtual Cross Connect (VXC) between on-premises CDC resources and cloud resources enables the extension of STS assurances to the hybrid environment.

DCS solutions enabled for Customers include the following operational functions for the fully managed environments.

- Native Public Cloud console available with full read access to the cloud environment.
- Read access to view inventory and state information of cloud resources.
- Usage and cost reporting and budget management.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Advanced analytics and data correlation greatly extend the success of forensic research and investigation.
- Capture Azure events via OMS logs; AWS events via Cloud Trails and Cloud Watch; GCP events via Cloud Operations Suite.
- Cloud Access Security Broker solution spanning AWS, Azure and GCP providing sophisticated analytics to identify violation of policy and combat cyberthreats.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Utilizing the Security Instrumentation platform (SIP) to measure against cybersecurity KPI and targets. Tests effectiveness of network, endpoint and cloud controls.
- Advanced, customizable reporting with comprehensive API access and integration across multiple platforms.
- Endpoint protection online or offline with integration into tools such as Windows System Center for compliance and regulatory requirements and mandates.
- Real-time intervention, blocking, and prevention for any in-process runtime attacks, includes,
- Integration with 3rd party tools across the entire cloud native lifecycle.
- Web Application Firewall protecting applications in the cloud with consistent policies and management capabilities as on-premise solutions (optional).

The DCS SCP is responsible for:

- Provisioning and deprovisioning,
- Enabling Customer console and IaaS access,

- Acquiring, installing, and patching the operating system,
- Ongoing operating system (OS) support,
- Installing and maintaining antivirus,
- Monitoring and environment maintenance,
- Performing SIEM logging, critical watch reporting and security incident response,
- Customer incident request, change requests, and service requests, and
- Asset discovery and CMDB integration.

Platform as a Service (PaaS)

DCS managed Direct Connect/Virtual Cross Connect (VXC) will be required for integration between the CDC and the Cloud Service Provider PaaS environments.

DCS solutions enabled for Customers include the following operational functions for PaaS environments.

- Native Public Cloud console available with full read access to the cloud environment.
- PaaS access management provisioned in alignment with DCS program service responsibility matrix distinguishing Customer and service provider responsibilities.
- Read access to view inventory and state information of cloud resources.
- Usage and cost reporting and budget management.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Advanced analytics and data correlation greatly extend the success of forensic research and investigation.
- Capture Azure events via OMS logs; AWS events via Cloud Trails and Cloud Watch; GCP events via Cloud Operations Suite.
- Cloud Access Security Broker solution spanning AWS, Azure and GCP providing sophisticated analytics to identify violation of policy and combat cyberthreats.
- SaaS based log aggregation services to capture, extract, transform and load pertinent security and event details from Public cloud management environments.
- Utilizing the Security Instrumentation platform (SIP) to measure against cybersecurity KPI and targets. Tests effectiveness of network, endpoint and cloud controls.
- Advanced, customizable reporting with comprehensive API access and integration across multiple platforms.
- Endpoint protection online or offline with integration into tools such as Windows System Center for compliance and regulatory requirements and mandates.
- Real-time intervention, blocking, and prevention for any in-process runtime attacks, includes.
- Integration with 3rd party tools across the entire cloud native lifecycle.
- Web Application Firewall protecting applications in the cloud with consistent policies and management capabilities as on-premise solutions (optional).

The DCS SCP is responsible for:

- Maintenance and enablement of VXC and VPC/VNET ,

- Integration between public cloud IaaS services and PaaS service as needed,
- All cloud deployments,
- Enabling Customer console and PaaS access, and
- Asset/Service discovery and CMDB integration.

Virtual Cross Connect (VXC)

The DCS Service Component Provider (SCP) uses Megaport to provide a virtual networking solution that allows Customers to securely connect to multiple Cloud Providers without having to establish direct connections between the individual customer and Cloud Provider.

VXCs provide dedicated bandwidth for the Customer to a Cloud Provider location, including traffic segmentation. AWS and Google require one VXC per DIR Customer, whereas Azure requires two. Two VXCs are recommended for improved network resiliency.

The DCS Service Component Provider (SCP) is responsible for provisioning and management of VXCs.

Virtual Private Cloud (VPC)

A VPC is a public cloud networking construct roughly analogous to a VLAN in current Consolidated Data Centers (CDCs). It is designed to enable network and security services to the workloads that run inside the public cloud.

VPCs go by different names based on the Public Cloud provider: Google and AWS calls them VPCs, while Azure calls them VNETs. DCS prefers to use VPCs to mean the network construct used by the Public Cloud Provider.

The DCS Service Component Provider (SCP) is responsible for provisioning and management of VPCs.

DCS Private Cloud

The Data Center Services program maintains two consolidated data centers geographically separated in order to provide disaster recovery. The Texas Private Cloud (TPC) provides technology infrastructure compute and storage based on standard reference models and managed services options.

Fully-managed or Semi-managed support services are available for all compute platforms with multiple service levels.

- Consolidated Fully Managed - Premier Plus
- Consolidated Fully Managed - Premier Plus (UNIX)
- Consolidated Fully Managed - Premier

- Consolidated Fully Managed - Premier (UNIX)
- Consolidated Semi Managed - Standard
- Consolidated Limited Managed – Sandbox

The DCS program supports operating system standards that include:

- Microsoft Windows,
- Red Hat Linux,
- SUSE Linux,
- OES Linux,
- AIX (non-standard - by advanced exception approval only), and
- Oracle Linux (Enterprise Exadata and Fractional Oracle only).

Data is protected by the Dell EMC Data Protection Suite, which writes to replicated tapeless systems in the alternate data center for Disaster Recovery purposes.

All DCS compute platforms use DCS enterprise SAN storage except for the Fractional Intel VxRail hyper-converged infrastructure (HCI) that uses an internal VSAN technology.

The DCS program offers CDC virtual compute solutions for Intel (Windows / Linux), and IBM Power System Platforms (by exception approval only) based on customer business needs. See below for more information.

Fractional Intel Virtualization (Consolidated Data Center)

The Fractional Intel Virtualization solution is an Infrastructure as a Service (IaaS) providing an Intel virtualized environment based on VCE/VBlock converged infrastructure, Dell EMC VxRail hyperconverged infrastructure (HCI) or the Cisco UCS compute systems supporting Windows and Linux operating systems.

Reliability is supported with the use of VMware virtualization and high availability clustering. Flexible configurations are available in 1vCPU and/or 2GB memory increments. Maximum limits are 500GB memory and 72vCPU for HCI or 64vCPU for VBlock.

Optionally, Customer-dedicated Cisco Intel UCS blades are supported with Customer-specified compute, memory, and hypervisor or bare metal configurations that leverage the shared VBlock or UCS infrastructure.

Enterprise SAN Storage

The DCS program provides enterprise SAN storage services using a four-tiered approach. The tiered storage methodology supports the use of various types of data storage architecture, pricing, and recovery. The solution is based on Dell EMC Vmax Enterprise Storage, is protected by redundant architecture, and can be replicated to an alternate Consolidated Data Center (CDC).

Non-HCI Server SAN Storage Tiers

- Tier 0 - All SSD storage: Highest IOPS and fastest response times

- Tier 1 – Ultra high-performance storage: Generally, for very high database transactions
- Tier 2 – High performance storage: OS and production databases requiring high performance
- Tier 3 – Medium performance storage: Standard storage requirements

HCI VMware vSAN Storage Tiers

The VxRail HCI uses VMware vSAN which provides all flash storage to the hyper-converged environment. VMware vSAN is a hyper-converged, software-defined storage (SDS) product developed by VMware that pools together direct-attached storage devices across a VMware vSphere cluster to create a distributed, shared data store.

HCI Server vSAN Storage Tiers

- Tier 1 – Ultra high-performance storage: Generally, for very high database transactions
- Tier 2 – High performance storage: OS and production databases requiring high performance
- Tier 3 – Medium performance storage: Standard storage requirements

Private Cloud Managed Support Services (available for all compute platforms)

Fully Managed Private Cloud

The Service Component Provider (SCP) is responsible for all aspects of the IaaS lifecycle, including provisioning the:

- Ongoing operating system (OS) support,
- Ongoing database and middleware support (where optional services are selected),
- Hardware maintenance,
- Incident, change and Customer service requests,
- Service Catalog Requests,
- Asset discovery and CMDB integration,
- All base security functions (e.g. antivirus, patching, SIEM), and
- Optional advanced security available.

Semi-Managed Private Cloud

The Customer is responsible for OS support and all application level support as summarized below.

SCP Responsibilities

- Provisioning
- Acquiring, installing, and patching the OS
- Installing and maintaining antivirus protection
- Performing SIEM logging, critical watch reporting and security incident response
- Performing hardware container maintenance and reboots
- Responding to incidents and Service Catalog requests related to hardware
- Asset discovery and CMDB integration

Customer Responsibilities

- OS management
- Monitoring
- Creating and managing incidents, change requests, and Service Catalog requests

Database Standards

Database management support for multiple database platforms are classified as two groups. Each platform allows for support and management of a database environment with Customer privileged access and with varied availability requirements for each unique Customer.

Standard Databases

- Oracle
- MS SQL
- MySQL
- DB2

Non-Standard Databases

- Sybase
- Informix
- Adabas

Oracle Database Offerings

Enterprise Exadata

Enterprise Exadata is an option for Oracle Real Application Cluster (RAC) databases requiring high performance and high availability. Enterprise Exadata is a shared Oracle engineered system that provides an isolated multi-tenant environment. Enterprise Exadata provides virtual machine clusters consisting of two Oracle virtual machines with a minimum configuration of 4 cores and 64 GB RAM each and up to 9600 GB of storage and can be scaled up with additional cores, memory and storage.

Exadata Configuration Options	Cores	RAM	Storage (GB)
Enterprise Exadata VM Cluster Small	4 + 4	64 + 64	9600
Enterprise Exadata VM Cluster Medium	6 + 6	96 + 96	14400
Enterprise Exadata VM Cluster Large	8 + 8	128 + 128	19200
Enterprise Exadata VM Additional cores (2+2)	2 + 2	32 + 32	4800
Enterprise Exadata VM Additional RAM (8 GB + 8GB)	-	8 + 8	-

Enterprise Exadata VM Additional ASM Storage 512 GB	-	-	512
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Enterprise Exadata Minimum Oracle Database Software and Option requirements:

- Oracle Enterprise Edition
- Oracle Real Application Clusters (RAC)
- Oracle Diagnostics Pack
- Oracle Tuning Pack
- Oracle Database Vault
- Oracle Advanced Security
- Database Lifecycle Management Pack
- Oracle Cloud Management Pack
- Oracle Partitioning

Fractional Oracle

Fractional Oracle is a potential refresh target for small databases and Oracle applications. Fractional Oracle alleviates the software licensing issues with running Oracle Database software on VMware because it allows for sub-capacity licensing on Intel. It also provides better scalability and resiliency than bare metal servers. Fractional Oracle runs on the same converged infrastructure hardware (VBlock Cisco blades) as Fractional Intel and takes advantage of existing support resource units. However, Oracle Linux KVM is used as the virtualization software instead of VMware. Fractional Oracle supports Oracle Linux, RHEL, and Windows virtual machine operating systems.

Minimum Fractional Oracle vCPUs is 2 and can be scaled in increments of 2 to a maximum of 60 vCPU. Virtual memory can be allocated in 2 GB increments up 500 GB.

Minimum Oracle Database software requirements for Fractional Oracle.

Oracle Standard or Enterprise Edition version 19c.

Oracle RAC is not required in the Fractional Oracle environment, but it is an available option for databases requiring high availability.

Database Services Support Options

The DCS Database support options provide DCS Customers with greater flexibility to support application development, release initiatives, and aggressive application business availability requirements. The DCS program uses a two-level approach to support.

Fully Managed: Maintains the level of support that has historically been provided for databases.

Semi-Managed: The Customer has the majority of privileges and responsibilities but retains service provider support for availability, monitoring, maintenance, backups, patching and upgrades.

Private Cloud Hardware and Software Currency

The DCS hardware infrastructure is refreshed on a 60-month refresh cycle. Operating software, database software, and application utility tools are required to be within n or $n-1$ of the currently supported versions of the software manufacturer. The Respondent is required to ensure the application software developed for <app name> will support the DCS standard hardware and software platforms as described in the DCS Standard Configurations.

Level I Help Desk

If needed for the solution, the Successful Respondent is required to maintain a Level I help desk to triage all calls prior to submitting an incident to the DCS Support Center. Once the Successful Respondent has determined or suspects the cause of an incident is related to a DCS infrastructure component, the Successful Respondent will log into the DCS Support Center's system to report the incident in accordance with the DCS Services Management Manual.

Functions Retained by RRC – Not Provided by Data Center Services

For clarity, the following services are not provided by DCS Service Providers. In developing your response, the Respondent should clearly understand that the requestor (agency) performs these functions as needed.

- End-user computing, including desktop, mobile, and LAN-attached multi-function devices.
- Network support, including WAN/LAN support outside of the State data centers, voice/phone support.
- Help desk (Level I – all services).
- Expert troubleshooting and support for all non-DCS services.
- Technology planning, strategies, and visioning.
- Project management.
- Disaster recovery planning and testing for all retained services.
- Business continuity planning for agency processes.
- Packaged imaging systems (scanners, servers, optical disks, etc.).
- Coordination of data center print services, including coordinating form changes with business units, volume trending.
- Data security, security design and policy development, systems access requests (directory/file, ID creation and removal, determination of access rights).
- Logical database administration.
- Application development, support, maintenance, and monitoring.
- Electronic payment processing services.
- Data import and export to the environment (FTP services).
- Reporting services.

Shared Technology Services/Customer Program Responsibilities Overview

Services	STS	Customer
Systems/Environment Monitoring		
<ul style="list-style-type: none"> IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, Database) 	R	
<ul style="list-style-type: none"> Application 		R
Security Monitoring and Management		
<ul style="list-style-type: none"> IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, Database) - Solutions, Monitoring, Management, Patching, SIEM, CSOC (ITD/ITP, Malware, DDOS, logging). STS SIEM is for STS managed environments (IaaS/PaaS) events 	R	
<ul style="list-style-type: none"> Application 		R
Network Provisioning and support -Direct Connect and Public Cloud Virtual networking (e.g., VPC, VNET, firewalls)		
	R	
IaaS/PaaS Compute, Storage and Services Provisioning		
	R	
Support Services		
<ul style="list-style-type: none"> Incident, Request, Change, Problem, Availability, Management 	R	
<ul style="list-style-type: none"> IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, DB) 	R	
<ul style="list-style-type: none"> Application 		R
<ul style="list-style-type: none"> Installation and Upgrade Support (Software Services) 	R	
Service Request Management (e.g. startup shutdown services for IaaS, PaaS environment support)		
	R	
Event Management		
<ul style="list-style-type: none"> IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, DB) 	R	
<ul style="list-style-type: none"> Application 		R
Asset & Configuration Management		
<ul style="list-style-type: none"> IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, DB) 	R	
<ul style="list-style-type: none"> Application - Software discovered is populated in STS CMDB. Agency responsibility for Business and relationship correlation of application data in MSI provided APM (Application Portfolio Management System) 		R
Backup and Recovery		
	R	
Disaster Recovery		
	R	
Production Scheduling - Application level scheduling is responsibility of customer		
	R	R
Availability Management (IaaS, PaaS)	R	
Identity and Access Management		

Services	STS	Customer
<ul style="list-style-type: none"> IaaS/PaaS (Network, Compute, Service, Storage and OS, Middleware, DB) - Privileged Access Management for STS Provider managed Id's 	R	
<ul style="list-style-type: none"> Application - Includes DB where Customer not choosing Optional STS DB support services 		R
<ul style="list-style-type: none"> Account Lifecycle Management-For respective areas of support responsibility 	R	R
<ul style="list-style-type: none"> Active Directory - Customer Owned AD with access granted to STS as required for delivery of managed services. Customer and SCP co-exist with responsibility for respective identities. 	R	R

1 Document Control

1.1 Revision History

Version	Date	Author	Title and Company	Description
5.0	10/5/2020	Sally Ward	DIR	Updated for Transition
6.0	5/4/2021	Cyndi Barcio	Process Analyst, Capgemini	Converted to Policy Document from Ancillary
7.0	8/15/2021	Cyndi Barcio	Process Analyst, Capgemini	Updated to template for FY2021 Currency

1.2 SP Process Owner Approval

Version	Name	Title and Company	Date	Signature
N/A				

1.3 QA Review and Approval

Version	Name	Title and Company	Date	Signature
5.0	Cyndi Barcio	Process Analyst, Capgemini	10/5/2020	Approved
6.0	Cyndi Barcio	Process Analyst, Capgemini	5/4/2021	Approved
7.0	Cyndi Barcio	Process Analyst, Capgemini	8/15/2021	Approved

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Chief Procurement officer

Date

Title