



RAILROAD COMMISSION OF TEXAS

PROPRIETARY SOLE SOURCE SOLICITATION

REQUEST FOR OFFER

SOLICITATION NO. 455-23-1007

INFORMATION TECHNOLOGY SERVICES: GROUND WATER PROTECTION COUNCIL'S RISK BASED

DATA MANAGEMENT SYSTEM (RBDMS®)

Sole Point of Contact:
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Solicitation Issued
June 23, 2023
Responses Due NO LATER THAN
2:00PM (CT) July 25, 2023
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ATTACHMENTS TO THIS SOLICITATION:

Attachment 1: Statement of Services (Includes Appendices A-D)

Attachment 2: Respondent's Statements and Covenants

Attachment 3: Pricing Worksheet

Attachment 4: Vendor Information Security Agreement

Attachment 5: Respondent's Qualifications Statement

Attachment 6: HUB Subcontracting Plan (HSP) Form

Attachment 7: HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment

Attachment 8: Sample RRC Contract

Attachment 9: Progress Payment Affidavit

Attachment 10: Final Payment Affidavit

Attachment 11: Deliverable Acceptance Voucher or Notice of Completion

Attachment 12: Confidentiality and Non-Disclosure Agreement

DEFINITIONS AND ACRONYMS

The following definitions and acronyms apply to this RFO and any resulting Contract:

Addendum/Addenda: Modification to this RFO, issued by RRC and posted to the Texas Comptroller of Public Accounts ESD website (<https://www.txsmartbuy.com/esbd>) prior to Response due date.

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

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

Contractor: The individual or entity qualified to provide the goods and/or services sought by RRC pursuant to this RFO and who is ultimately be selected to carry out the requirements stipulated in this RFO and any resulting contract.

Days: The word “days” shall mean calendar days unless otherwise specifically noted. Business days shall mean Monday through Friday except holidays officially listed on the State of Texas Holiday Schedule and/or on which RRC headquarters office is closed.

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

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

Electronic State Business Daily (“ESBD”): The designated website where state agencies, universities, and municipalities post formal solicitations (over \$25K), addenda to posted solicitations, and awards. The link to the ESBD is <http://www.txsmartbuy.com/esbd>

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

Historical Underutilized Business (“HUB”): As defined within Texas Government Code Chapter 2161.

Information Security Officer (“ISO”): RRC’s Authorized Representative responsible for establishing and maintaining RRC’s enterprise strategies to ensure adequate protection of, for, and through information assets and technologies.

Information Technology (“IT”): the design and implementation of computer networks for data processing and communication. IT may include designing hardware for processing information and

connecting separate components and may include developing software that can efficiently and faultlessly analyze and distribute data.

Information Technology Services (“ITS”): The Information Technology Services Division of the Railroad Commission of Texas.

Mainframe Transformation: RRC’s committed effort to transition from current information technology (“IT”) systems into a flexible, scalable, web-based environment.

Notice to Proceed (“NTP”): The formal written authorization issued from RRC to Vendor, which indicates work under the Contract issued thereunder is authorized to commence in accordance with the terms and conditions of the Contract issued thereunder and on, but not sooner than, the date specified within the Notice to Proceed.

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

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

Respondent: An individual or entity who submits a response to this RFO.

Respondent Documents: A Respondent’s documents submitted in response to this RFO, including all required documents, the acknowledgement of individual and all posted addenda, and any warranty documents required under the contract.

Response: An expression of interest submitted by an Respondent to RRC as a result of this RFO solicitation, and that contains Respondent’s statement of qualifications and other information evidencing Respondent’s qualifications to perform the services and work required under the Contract.

Request for Offer (“RFO”): This solicitation document so titled and all attachments, appendices and exhibits hereto and/or that are incorporated by reference as though fully set forth within, and any Addenda that may be issued following issuance date of the original RFO document set.

The Railroad Commission of Texas (“RRC”): the Texas state agency responsible for issuance of this RFO.

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

RRC Statewide Rules: The official rules of RRC and that are found in 16 TAC Part 1, Chapters 1 through 20. The TAC and RRC Statewide Rules may be found on the Office of the Secretary of State website at (<http://texreg.sos.state.tx.us/>).RRC Statewide Rules.

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

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

Statement Of Services (“SOS”): A broad description of activities, deliverables and expectations applicable to work to be delivered under the resulting Contract or a Work Order issued thereunder.

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

Texas Administrative Code (“TAC”): A compilation of all state agency rules in Texas. There are 17 titles in the TAC. Each title represents a subject category and related agencies are assigned to the appropriate title.

Vendor: The individual or entity qualified, in RRC’s sole determination, to provide the goods and/or services sought by RRC pursuant to this RFO and who is ultimately selected to carry out the requirements stipulated in this RFO, and any resulting contract issued under such contract.

Work Order (“WO”): A description of a specific job or project arising under the Contract and that includes details applicable to the location(s), goods, services, and incidentals of work to be performed.

PART I: NOTICE TO RESPONDENTS

1. Introduction.

In accordance with applicable provisions of Texas Government Code Chapters 2054, 2155, 2156, 2157 and 2261, the Railroad Commission of Texas issues this RFO to qualified entities to submit a response to provide to RRC certain information technology services as further described herein and in accordance with all terms, conditions, and specifications contained within the Solicitation and Contract Documents. Responses shall be received by the Railroad Commission of Texas, Contract Management Section, 1701 N. Congress Avenue, Austin, TX 78701 until 2:00PM (CT), Thursday, July 25, 2023 for RFO No. 455-23-1007, Information Technology Services: Ground Water Protection Council's Risk Based Data Management System (RBDMS®). "These specifications are being advertised under Section 2155.067 of the Texas Government Code. Only offers on items conforming exactly to these specifications, which include proposing only the brand name(s), make, and model number(s) specified, will be considered in determining an award."

- 1.1. **Services, Generally.** The Information Technology Services ("ITS") of the RRC seeks services to include, but may not be limited to, customization, integration, and implementation of one or more of the Ground Water Protection Council's ("GWPC") proprietary, Risk Based Data Management System ("RBDMS®") applications ("Implementation to a Response"), development of one or more work plans and execution of the work necessary and appropriate to customize, integrate, and implement the RBDMS® applications selected by RRC, and hosting, maintenance, support, and training services solutions for RBDMS® applications adopted and implemented by RRC (collectively, the "Services."). This will directly support the agency in its technology modernization efforts.

RRC BELIEVES THAT THE SERVICES SPECIFIED WITHIN THIS RFO MAY BE PROPRIETARY TO ONE VENDOR UNDER TEXAS GOVERNMENT CODE §2155.067; HOWEVER, RRC STRONGLY ENCOURAGES RESPONSES FROM ALL QUALIFIED RESPONDENTS THAT MAY BE ABLE TO PROVIDE THE REQUESTED GOODS AND SERVICES IN ACCORDANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION AND CONTRACT DOCUMENTS.

- 1.2. **Background.** RRC, through its Oil and Gas Division ("RRC O&G Division"), regulates the exploration, production, and transportation of oil and natural gas in Texas. RRC's statutory role is to (1) prevent waste of the state's natural resources, (2) protect the correlative rights of different interest owners, (3) prevent pollution, and (4) regulate safety in matters such as addressing hydrogen sulfide and naturally occurring radioactive material ("NORM") at well sites.

RRC's O&G Division provides regulatory oversight of over 8,200 operators, with over 436,661 wells in the following categories, as of 10/31/22:

- a. 280,369 active wells
- b. 161,356 oil producing wells
- c. 80,281 gas producing wells
- d. 38,732 service wells (injection, disposal, and other)
- e. 156,292 inactive wells

In addition to wells, RRC's O&G Division regulates anyone that transports, handles, stores, discharges, disposes or recycles oil and gas waste subject to RRC's jurisdiction through its

Environmental Permits Section. Examples of environmentally permitted facilities include waste haulers, pits, reclamation plants, landfarms, recyclers, and commercial surface disposal facilities. RRC's O&G Division's business processes are supported through a variety 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 O&G Division's staff-supported desktop systems.

The work described herein is part of RRC's committed effort to transition from cumbersome and time-consuming current information technology ("IT") systems and processes and to modernize RRC's business operations and related IT quickly and efficiently into a flexible, scalable, and agile, web-based environment. Appendix A to this SOS provides Vendor with a high-level survey of relevant RRC O&G Division's mainframe modules and related data.

Since starting transformation in 2019, the RRC has completed a Needs Assessment, See **Appendix D, Needs Assessment Report**, to understand and document the Oil and Gas functional and technical requirements, key business functions, and as-is/to-be business processes. It has also implemented a new Microsoft-based application (named LoneSTAR), in the Azure Cloud environment, to process Oil and Gas forms, data, and transactional reports. The first release included online processes to File a Form P-5 Organizational Report. The P-5 form is required to operate, or renew, as an Oil and Gas operator under the jurisdiction of the RRC. Additional forms implemented include Form W-3C: Certification of Surface Equipment Removal for an Inactive Well and form W-3X: Application for an Extension of Deadline for Plugging an Inactive Well. The first release has given Operators the ability to monitor the P-5 approval process online. It has also provided transparency in completing inactive well compliance in real time. In its initial period of use, the agency has seen manual processes reduced, as a direct result of the more streamlined and efficient P-5 application and renewal process. The first release has also enabled the RRC to fully retire and decommission several mainframe applications, a primary goal of the transformation.

- 1.3. Performance Period.** Any Contract resulting from this RFO shall be effective as of the date executed by the last party signature and shall continue through August 31, 2025. At RRC's discretion, original Contract term may be extended for up to one (1) two (2) year renewal option, followed by a second renewal option of one (1) year renewal term ("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.
- 1.4. Minimum Qualifications.** To be eligible for consideration of contract award, Respondent must meet all minimum qualification requirements as outlined in the Solicitation and Contract Documents, including requirements stated within any part of this RFO and the SOS. A Response must clearly demonstrate Respondent meets the following minimum qualifications:
- 1.4.1.** Five (5) years' experience with customization, implementation, and/or integration of one or more of GWPC's RBDMS® applications with at least one (1) state regulatory agency in the U.S. similar in size to RRC and with IT systems and data similar in complexity to RRC's, as solely determined by RRC;
- 1.4.2.** Completion of at least (3) projects, delivered by Respondent within past five (5) years, that include delivery of information technology services to a state oil and gas regulatory agency in the U.S., with emphasis on regulatory processes for operator, wells, and facility management. Respondent's projects may be three separate projects for a single state oil and gas regulatory agency in the U.S., or from separate projects delivered to more than a single state oil and gas regulatory agency in the U.S. Respondent may include projects that are 50% or more completed before the Response due date.
- 1.4.3.** Respondent possesses successful performance of technology services similar in scope (as judged by RRC) to one or more categories of Services described in *RFO ATTACHMENT 1 Statement of Services (Including Appendices A-D)*. Respondent shall include elaboration of, and details related to, the three (3) projects identified within *RFO Attachment 5: Respondent's Qualifications Statement* and must be included in Tab C Experience and Qualifications, see Section 2.9.3 Experience and Qualifications.
- Respondent is financially solvent and adequately capitalized as judged by RRC.
- 1.5. Costs of Response Preparation.** All costs associated with preparation and submission of a Response, including costs associated with submission of all required documents and all copies of all documents and all costs including travel and related activities associated with optional oral presentations, if required, are to be borne solely by the Respondent. Responses that do not meet all requirements or contain all required documentation specified in this RFO may be rejected as non-responsive in RRC's discretion.

- 1.5. **Protest Procedures.** Any actual or prospective Respondent who is aggrieved in connection with this Solicitation, evaluation, or award of any contract resulting from this Solicitation may formally protest as provided in RRC's rules set forth in 16 Texas Administrative Code §20.1 (see, 16TAC§20.1).

PART II: INSTRUCTIONS TO RESPONDENTS

2. General Response Instructions.

- 2.1. **Strict Adherence to Submission Deadline.** Responses must be received by the Contract Management Section, Railroad Commission of Texas, Austin, Texas **NO LATER THAN** the date and time specified within this RFO, or as revised by Addenda, if any, to this RFO. **RESPONSES RECEIVED AFTER THE DEADLINE DATE AND TIME WILL NOT BE CONSIDERED.** Please see Section 2.3 Response Delivery below.

- 2.1.1. **Schedule of Events.** *TABLE 1 Schedule of Events* provides dates applicable to this RFO. At the sole discretion of RRC, *TABLE 1* may be revised through written Addenda posted to the [Texas Comptroller's ESBD website](#) no later than the Proposal due date and time. Award Date is estimated only; at the RRC's sole discretion, the award may occur at any time after due date of Response and completion of evaluation of Responses received.

TABLE 1: Schedule of Events

Event	Date
Issuance of RFO	<i>June 23, 2023</i>
Submission of HUB Subcontracting Plan (HSP) for RRC Courtesy Review Begins	<i>June 27, 2023</i>
Deadline for Submission of Written Inquiries (no later than 2:00PM CT)	<i>July 07, 2023</i>
Response to Written Inquiries, if any (Addendum posted to ESBD)	<i>July 11, 2023</i>
HUB Subcontracting Plan (HSP) for RRC Courtesy Review Ends	<i>July 17, 2023</i>
Response Due Date (no later than 2:00PM (CT))	<i>July 25, 2023</i>
Award Date	<i>Upon Execution</i>

- 2.2. **Response Labeling/Packing.** Responses shall be placed in an envelope/package and labeled in accordance with address labeling requirements set forth in RFO Section 2.3. It is the Respondent's responsibility to properly label and deliver the Response to RRC by the specified date and time for this RFO.
- 2.3. **Response Delivery.** Any Response submitted by email or by facsimile will be rejected. It is the sole responsibility of the Respondent to select their preferred method of delivery from the delivery methods permitted herein. Failure to adhere to these requirements will cause the Respondent to be considered non-responsive and disqualified from award. Respondents must use the following address labeling information most applicable to the Respondent's chosen delivery method:

<p>US Postal Service: RFO No. 455-23-1007 Railroad Commission of Texas Contract Management Section Sonya Patterson, Contract Manager PO Box 12967 Austin, TX 78711-2967</p>	<p>Overnight or Hand Delivery: RFO No. 455-23-1007 Railroad Commission of Texas Contract Management Section Sonya Patterson, Contract Manager 1701 N. Congress Ave., Room 10.180C Austin, TX 78701</p>
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2.4. Prohibited Communications; Sole Point of Contact.

- 2.4.1.** Upon issuance of this RFO, RRC, its representative(s), and partners (if any) will not answer questions or otherwise discuss the contents of this RFO with any potential Responses or their representatives(s), except for the written inquiries submitted in accordance with Section 2.5, below. 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 Respondent And Respondent's Response.*** Respondents shall rely only on written statements issued through or by RRC's Contract Management Section. This restriction does not preclude discussions between affected parties for the purposes of conducting business not related in any way to this RFO.
- 2.4.2.** For information related to this **RFO No. 455-23-1007**, the Services, and administration of any resulting Contract, RRC's sole Point of Contact shall be Sonya Patterson, Contract Manager, whose contact information is:

Mailing Address	Email
Railroad Commission of Texas Contract Management Section Sonya Patterson, Contract Manager PO Box 12967 Austin, TX 78711-2967	Sonya.Patterson@RRC.Texas.gov
	Phone 512-463-6813

2.5. Inquiries and Addenda

- 2.5.1.** Respondent is solely responsible for thoroughly understanding the RFO and all attachments, exhibits, forms, and addenda, including but not limited to the SOS and Terms and Conditions, and to have performed independent research as needed to provide a clear understanding of the RFO and the work to be performed under any resulting Contract. Should any Respondent find any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the RFO, or should Respondent be in doubt as to the exact meaning of information within the RFO, Respondent should immediately notify in writing via email or email with editable attachment (i.e., MS Word® document) RRC's sole point of contact for this solicitation (see RFO Section 2.4). RRC shall not be responsible for oral instructions or for misinterpretation of the Solicitation and Contract Documents.
- 2.5.2.** Respondents submitting inquiries must reference the relevant RFO page and section and should submit all questions by the inquiry deadline stated within **TABLE 1 Schedule of Events** of this RFO. RRC reserves the right to amend answers prior to the Response submission deadline, and RRC reserves the right to respond to questions received after deadline for submission of written questions. When issuing responses to questions submitted, RRC shall issue Addenda posted to the Texas Comptroller's ESD website.
- 2.5.3.** Addenda issued, if any, shall be posted by RRC to the Texas Comptroller's ESD website (<http://www.txsmartbuy.com/esbd>). It is solely the responsibility of Respondents to check the Texas Comptroller's ESD website for any and all updates to the RFO. A Respondent's failure to check the Texas Comptroller's ESD website for updates shall not release Respondent from the requirements of the Addenda or additional information published within any Addenda.
- 2.6. Historically Underutilized Businesses Requirements**
- Pursuant to [Texas Government Code Chapter 2161](#), state agencies are required to make a good faith effort to increase the contract awards for the purchase of goods or services the state agencies expect to make to HUBs during a fiscal year. Historically Underutilized Businesses are strongly encouraged to respond to this RFO.
- 2.6.1. HUB Subcontracting Plan.** In accordance with [Texas Government Code Chapter 2161](#), each state agency that considers entering into a contract with an expected value of \$100,000 or more shall,

before the agency solicits bids, responses, responses, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. RRC has determined subcontracting opportunities are probable under a contract arising from this RFO, therefore:

- 2.6.1.1. ALL RESPONDENTS, INCLUDING TEXAS CERTIFIED HUBS, MUST SUBMIT A COMPLETED HUB SUBCONTRACTING PLAN (“HSP”) FORM (SEE RFO ATTACHMENT 6 HUB SUBCONTRACTING PLAN AND APPENDIX) WITH THE RESPONSE FOR THE RESPONSE TO BE CONSIDERED RESPONSIVE. A RESPONDENT’S FAILURE TO INCLUDE A COMPLETED HSP FORM WILL BE DEEMED A MATERIAL FAILURE TO COMPLY WITH RFO REQUIREMENTS AND SHALL RESULT IN RRC’S REJECTION OF THE RESPONSE AND RENDERING THE RESPONSE INELIGIBLE FOR AWARD OF A CONTRACT ARISING FROM THIS RFO.**
- 2.6.1.2. RESPONDENTS MUST SUBMIT A COMPLETED HSP FORM ON THE HSP FORM INCLUDED AS RFO ATTACHMENT 6 HUB SUBCONTRACTING PLAN (HSP) FORM; NO ALTERNATE FORMS, INCLUDING ALTERNATE OR PRIOR VERSIONS OF HSP FORMS, WILL BE ACCEPTED.**
- 2.6.1.3. Preliminary HSP Review.** A Respondent may submit a draft of Respondent’s HSP for a preliminary review by RRC’s HUB team. Respondents wishing to take advantage of the preliminary HSP review must submit the HSP no later than the deadline for submission of HSP for preliminary review stated within *TABLE 1 Schedule of Events* of this RFO. Respondents are strongly encouraged to utilize this opportunity for a preliminary review of the HSP. The preliminary review is not an official review of the HSP for determination of responsiveness or contract award but is a preliminary review for compliance with HSP form instructions and required Good Faith Effort.
- 2.6.1.4. Good Faith Effort Required.** In accordance with 34 Texas Administrative Code §20.285(d), any person submitting a bid, response, response, or other applicable expression of interest in response to this RFO shall submit a completed HUB Subcontracting Plan form demonstrating evidence of good faith effort in developing that plan. Good faith effort shall be in full conformance with all directions for demonstration and submission specified in the HSP form (see *RFO ATTACHMENT 6 HUB Subcontracting Plan (HSP) Form*).
- 2.6.1.5. Probable HUB Subcontracting Opportunities.** RRC has identified potential areas of subcontracting opportunities which are listed within *TABLE 2 Potential HUB Subcontracting NIGP Codes* of this RFO. Full commodity and services descriptions may be found on the Texas Comptroller’s website at: <https://comptroller.texas.gov/purchasing/nigp/>. The list is for information purposes only and is not intended as an exhaustive list of subcontracting opportunities related to this RFO. It is solely the responsibility of the Respondent to determine what, if any, subcontracting opportunities are most applicable to the Respondent’s business in performance of work under a Contract arising from this RFO. Respondent is not required to include within an HSP form any or all the commodities or services listed in *TABLE 2 Potential HUB Subcontracting NIGP Codes* of this RFO. Respondents should review the HSP form (see *RFO ATTACHMENT 6 HUB Subcontracting Plan (HSP) Form*) for instructions applicable to identification of specific commodities or services intended for subcontracting.

TABLE 2: Potential HUB Subcontracting NIGP Codes

NIGP Class	NIGP Item	Description (Commodities and Services)
920	07	Applications Software for Microcomputer Systems: Business
920	14	Applications Software for Mainframes and Servers
920	28	Emergency Back-Up, Disaster Recovery Services and Facilities For Data Processing

920	39	Processing System Services, Data (Not Otherwise Classified)
920	40	Programming Services, Computer, Including Mobile Device Applications
920	64	System Implementation and Engineering Services
958	23	Computer Management Services

2.6.1.6. HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report. Pursuant to 34 Texas Administrative Code §20.285(f)(1), as a condition of payment, a prime contractor shall maintain business records documenting compliance with the HUB Subcontracting Plan and shall submit a compliance report to the state contracting agency 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 RFO shall monthly submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (see *RFO Attachment 7 HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report*) for each active Work Order prior to RRC's approval of payment under the Contract.

2.6.1.7. RRC'S HUB Program Administration. For explanation of the RRC's HUB program, for assistance in completing the HSP form, and to obtain HUB lists if web access is not available, Respondents are encouraged to contact RRC's HUB Administration (Phone: 512-936-0806; or email: hub@rrc.texas.gov.)

2.7. Response Requirements

2.7.1. Required Number of Response Originals and Copies. Respondent must submit one (1) paper original, plus three (3) identical paper copies of the Response Responses shall be written only on 8 ½" X 11" white paper using double or 1.5 spacing, and 12-point or larger Times New Roman font. Responses shall be free of any extrinsic items and shall be bound in a three-ring binder. The one (1) clearly marked "original" must include an original ink signature on the Title Page (Tab A) (electronic signatures will not be accepted), and the name and title of the individual signing who must possess the authority to legally bind the Respondent.

RRC reserves the right to require a Respondent to furnish documentary evidence of the Respondent's signature authority. Respondent must also submit one (1) electronic copy of the Response on a USB Flash Drive; the Response file must be readable using Adobe Acrobat Reader DC®, and a USB Flash Drive shall not be encrypted. USB(s) must be labeled with Respondent's name. Response shall be saved in a zip file and the file folder shall contain individual PDF files for each required tab.

Response shall include all required attachments and certifications. The RRC will not accept attachments and certifications submitted after the deadline. Failure to provide all required information in the required format may render the response non-responsive and thus disqualified from consideration. The RRC may reject a proposal that fails to include required contents.

2.7.2. 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 Response and other information submitted to RRC by Respondent are subject to release as public information by RRC. A Response and other submitted information are presumed subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for Respondent to include proprietary or otherwise confidential information in its Response or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire Response is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire Response 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 Response that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by the Respondent as proprietary or confidential will be deemed subject to disclosure pursuant to the PIA. Respondent 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 Respondent or any third party for any materials appearing in the Response.

Respondent 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 the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in at least one of the following formats that is accessible by the public at no additional charge to the State of Texas and/or RRC: *.pdf format compatible with the latest version of Adobe Acrobat®; Microsoft Word®; Microsoft Excel®.

If Respondent's Response contains any information which Respondent claims is confidential and not subject to release under the PIA, Respondent must prepare and deliver to RRC two USB storage devices containing the following information:

One (1) USB Flash Drive, PDF document, containing complete copies of all of Respondent's submissions pursuant to this RFO. Respondents must label this PDF document "**Complete Response Documents, [Respondent's Name], RRC RFO No. 455-23-1007. CONTAINS CONFIDENTIAL INFORMATION.**"

One (1) USB Flash Drive, PDF document, containing copies of all of Respondent's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This document must also contain an appendix which contains clear references to all redacted information including a general description of the redacted information. The Respondent must label this PDF document "**For Public Release: Redacted version of [Respondent's Name], RRC RFO No. 455-23-1007.**"

2.8. Exception to Provisions.

Respondent is strictly prohibited from taking blanket exception to the entire RFO; a Response that includes blanket exception to the entire RFO or that does not include proposed alternative language to exceptions taken, may be disqualified from Contract award. Any exception may be considered negatively during the evaluation and scoring process or may result in a contract not being awarded to Respondent.

EXCEPTIONS TO RRC'S STANDARD TERMS AND CONDITIONS ARE EXPRESSLY DISFAVORED AND MAY RESULT IN A RESPONSE BEING DEEMED NONRESPONSIVE.

2.9 Organization of Response.

All Responses shall have all pages numbered and be organized in a manner that directly corresponds with the identified tabs set forth within this RFO section. Responses shall contain all required information, at a minimum, and be stated in a clear and concise manner. Vague and general responses shall be considered nonresponsive and thereby disqualified from consideration of Contract award. Responses shall include all information Respondent believes is necessary and/or helpful to RRC determining Respondent's qualifications and ability to deliver all goods and services in accordance with this RFO, including the specifications stated within the SOS, and all terms and conditions of the Contract. Respondents shall submit a Response that includes, at a minimum, the following:

- 2.9.1. Title Page (Tab A).** The Response title page must include:
- a. RRC's RFO number: **RFO No. 455-23-1007**;
 - b. Respondent's name and physical address;
 - c. Respondent's Vendor Identification Number (11-digit number issued by the Texas CPA);
 - d. Respondent's Federal Employer Identification Number (9-digit number issued by the IRS); and
 - e. Respondent's authorized agent's signature, printed name, title, and date of signature to Response.
- 2.9.2. Executive Summary (Tab B).** To be eligible for consideration, Respondents must clearly demonstrate Respondent's ability to provide and/or perform all goods and services described in the RFO. Respondent must provide, at a minimum, information that is comprehensive, clear, and that sufficiently supports a determination that Respondent has available the required qualified personnel, knowledge, skills, abilities, organization, facilities, materials, products, and equipment to fulfill all requirements of this RFO and the Contract. Respondent's Executive Summary should include, at a minimum, the following:
- 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 Respondent's opinion, the goods, services, and information technology offered meet or exceed the RFO requirements and objectives;
 - b. Summary of Respondent's qualifications, including licenses and/or certifications if applicable and/or required by this RFO, and statement of Respondent's ability to meet or exceed required minimum qualifications;
 - c. Summary of Respondent's experience in delivery of same or substantially similar services as those required under this RFO, and statement of Respondent's ability to meet or exceed required minimum experience;
 - d. Explanation of Respondent's interpretation and understanding of SOS requirements, including specifications within the scope of work;
 - e. Respondent's identification and explanation of RRC omitted requirements, if any;
 - f. Explanation of Respondent's submitted documentation not otherwise captured or addressed within the RFO, but which Respondent has included as a material component to the Response; and
 - g. Clear, concise, detailed explanation of Respondent's exceptions taken, if any, to terms and/or conditions of this RFO.
- 2.9.2.1.** If Responses includes any services beyond or alternate to those specifically requested, the additional goods and/or services must be clearly identified, defined, and explained within the Response. If Respondent is proposing alternate goods and/or services that do not meet the specific requirements of this RFO, but in the opinion of the Respondent are equivalent or superior to those specifically requested, Respondent must identify and explain in detail within the Executive Summary the alternate goods and/or services and Respondent's belief of the specific features and qualities attributable warranting designation of the alternate goods and/or services as equivalent or superior to those specified within this RFO.
- Respondent should note:** failure to provide sufficient detail and evidence of Respondent's ability to provide all goods and/or services required under the Contract and in accordance with specifications within the SOS shall result in disqualification of the Response.
- 2.9.3. Experience and Qualifications (Tab C).** Tab C shall include elaboration of, and details related to, projects identified within Respondent's Qualifications Statement contained within Tab F Respondent's Submittals.

- 2.9.3.1. Minimum Qualifications.** Respondent shall include examples and detailed descriptions of at least three (3) projects delivered by Respondent within past five (5) years that demonstrate Respondent's ability and qualifications to deliver the goods and services required under a contract arising from this RFO. Respondent shall include projects that represent delivery of information technology services, similar in size and scope to that of the project within this RFO, and that were delivered to one or more state oil and gas regulatory agencies in the U.S.
- 2.9.3.2.** Respondent shall include one or more projects that demonstrate Respondent's experience with customization, implementation, and/or integration of one or more of GWPC's RBDMS® applications delivered to at least one (1) state regulatory agency in the U.S.
- a.** Response shall 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 shall include details that identify the issue(s) and detailed discussion of Respondent's approach in mitigating and/or resolving the identified significant issues.
- 2.9.3.3.** Respondent shall include within Tab C an explanation of any variances, 5% or greater, positive or negative, in completion time and/or costs of any project listed in Tab C and/or Tab D documentation.
- 2.9.3.4.** Respondent shall include within Tab C a list of Respondent's proposed project team key personnel. Respondent shall include a resumé for each project team key member as well as staff members who shall be assigned project management and operations management (day to day) roles or such other assignments to critical project activities and/or segments. Information required includes:
- a.** List of all Respondent's personnel, including sub-vendors, by name and title, 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. Respondent's list under this requirement shall include, at a minimum, identification of Respondent'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, Contract Manager.
- b.** Organizational chart representative of Respondent's project team members, including Respondent's staff and Respondent's subcontractor's staff, titles/roles, chain of command within project structure, and proposed interfacing within Respondent's team and with RRC project team.
- c.** Resumé for each of Respondent's project team key personnel, including sub vendors, 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. Responses shall include, at a minimum, resumé for all Respondent's personnel identified on the Respondent's list submitted for compliance with paragraph 2.9.3.4.a. of this RFO. Resumés shall include, but not be limited to the following required information:
- Relevant certifications and/or licenses;
 - Detailed description of experience, including quantity (months/years), projects, roles, and type of tasks (vendor-onboarded staff shall be fully qualified with the applicable and relevant experience for the task(s) required);
- RRC maintains the authority to approve and/or remove a vendor-staff member from the project and that staff member must be replaced immediately with a staff member of equivalent or greater skill set with the associated costs to be covered by the vendor;
- Detailed information related to time in service with Respondent, including quantity (months/years), projects, roles, and types of tasks; and Relevant education.

2.9.4. Respondent's Approach To Meeting RFO Requirements and Requirements And Objectives (TAB D). Contents of Tab D shall include elaboration of, and details related to, Respondent's approach to meeting the objectives of the RFO. Respondent's approach shall demonstrate Respondent's experience, expertise, and ability to plan and complete all work required under a Contract arising from this RFO. RRC is required to follow the State of Texas DIR Project Delivery Framework, including Framework Extensions, therefore any Response shall include creation of artifacts required under the Texas DIR Project Delivery Framework.

2.9.5. Proposed Pricing (TAB E). A Response shall include pricing information applicable to known deliverables identified within *RFO Attachment 3 Pricing Worksheet*. Pricing information shall be reported as line item, lump sum, with a grand total, and shall include all costs to complete and deliver each and all deliverables. Respondent shall include deliverable and itemized project pricing for each of the **RRC Oil and Gas Business Functions as listed in RFO Attachment 3 – Pricing Worksheet**.

Project and contract delivery shall be through a multiphase contract; progression to each phase subsequent to the current phase is dependent on results of the current phase or later. *Therefore, a Response shall include proposed pricing to complete only current phase deliverables.*

2.9.6. Respondent's Submittals (Tab F). In addition to the Required RRC RFO Attachments, a Respondent shall include within the "Respondent's Submittals" Section any additional statements, or such other information the Respondent deems necessary, valuable, and appropriate to fully inform RRC of the Respondent's qualifications, expertise, and superiority in selection as a Vendor for Contract award. *Respondent's Submittals (Tab F) MUST comply with the requirements of Section 2.9.6.2 Disclosures.*

2.9.6.1. Required RRC RFO Attachments. Within the Response's Section titled "Respondent's Submittals" a Response shall include a properly completed copy of Required RRC RFO Attachments. Failure to include each and all the Required RRC RFO Attachments may result in the Response being deemed nonresponsive to the RFO and disqualified from consideration of Contract award. The Required RRC RFO Attachments applicable to this RFO include:

- a. Respondent's Statements and Covenants
- b. Pricing Worksheet
- c. Vendor Information Security Agreement
- d. Respondent's Qualifications Statement
- e. HUB Subcontracting Plan (HSP) Form

In addition to the Required RRC RFO Attachments, a Respondent shall include within the "Respondent's Submittals" Section any additional statements, including any statements arising from *Section 2.9.6. through 2.9.6.1.* of this RFO, or such other information Respondent deems necessary, valuable, and appropriate to fully inform RRC of Respondent's qualifications, expertise, and superiority in selection as a Vendor for Contract award.

2.9.6.2 Disclosures.

Each Response shall include (within *Tab F Respondent's Submittals*) Respondent's statements addressing the following disclosures:

2.9.6.2.1. Changes in Ownership Conditions. Respondent shall include a statement certifying Respondent will notify RRC of:

- a. Any change in ownership during the period prior to Contract award, and
- b. Any change in ownership during the term of the Contract or any extension or renewal period(s) thereof.

Respondent shall notify RRC in writing, immediately on or before the change in ownership occurs or is identified. Failure of Respondent and/or Vendor to notify RRC as required herein shall be grounds for rejection of the Response and/or termination of the Contract.

2.9.4.2.2. Legal Actions. Respondent shall identify any pending or completed legal actions that were brought against Respondent, Respondent's agents, officers, and/or Respondent's subcontractors, within the five-year period immediately preceding the Response due date and that relate to failure to perform contracted services, breach of contract, mismanagement of a contract, and/or assessment of any penalties or liquidated damages under any contract with any governmental entity. Respondent shall provide details related to jurisdiction of legal action or contract dispute, reason for penalties or liquidated damages, and penalties or liquidated damages amount for each incident.

2.9.4.2.3. Other. In addition to the disclosures stated above, Respondent shall include any disclosures necessary to conform with **RFO Attachment 2 Respondent's Statements and Covenants**. Respondent is strongly encouraged to carefully and thoroughly review each statement and covenant within RFO Attachment 2 to determine applicability of disclosures and to ensure Respondent's Response includes all mandatory disclosure statements applicable to Respondent including, but not limited to, conflicts or potential conflicts of interest (see **RFO Attachment 2 Respondent's Statements and Covenants**).

2.10. RRC RFO Attachments. **TABLE 3 RRC RFO Attachments** of this RFO is provided as a general guide only so that Respondent may note certain RRC RFO Attachments that may be required to be returned with the Response submitted. **TABLE 3 of this RFO is not intended as a minimum, comprehensive, or exhaustive checklist of required elements of a Response.** Respondent solely is responsible for review and understanding of the entire RFO including all terms, conditions, specifications, attachments, and addenda, if any, issued and for ensuring a submitted Response contains all required elements and forms to be considered responsive to the RFO.

TABLE 3. RRC RFO Attachments

Attachment Number	Name	Return with Response?
Attachment 1:	Statement of Services (Including Appendices A-D)	No
Attachment 2	Respondent's Statements and Covenants	Yes
Attachment 3	Pricing Worksheet	Yes
Attachment 4	Vendor Information Security Agreement	Yes
Attachment 5	Respondent's Qualifications Statement	Yes
Attachment 6	HUB Subcontracting Plan (HSP) Form	Yes
Attachment 7	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report	No
Attachment 8	Sample RRC Contract	No
Attachment 9	Progress Payment Affidavit	No
Attachment 10	Final Payment Affidavit	No
Attachment 11	Deliverable Notice of Completion and Acceptance Voucher	No
Attachment 12	Confidentiality and Non-Disclosure Agreement	No

2.11. Response Evaluation and Contract Award. RRC intends to award one or more Contract(s) for information technology services mainframe transformation. To determine highly qualified providers, Responses first shall be evaluated to determine pass/fail of criteria demonstrating responsiveness to this RFO. Responses deemed responsive shall advance to weighted criteria evaluation and scoring. At conclusion of weighted evaluation and scoring RRC shall determine, in its sole discretion, whether to request additional Vendor pricing and/or oral presentations and/or engage in the Best and Final Offer ("BAFO")

process. RRC reserves the right to continue to evaluate Responses until achievement of best value to the State as defined by and in accordance with Texas Government Code §2157.003.

2.11.1. Review Phases. Responses shall undergo a minimum of two (2) review phases prior to Contract award, if any. The first review shall be an administrative review of Responses to determine responsiveness based upon the Response satisfactorily meeting all submission requirements stipulated in this RFO. The second review will be an evaluation of Responses deemed responsive by RRC. The second review shall be an evaluation conducted by an appointed committee with members using a scoring system set forth within this RFO. During the second review, RRC solely shall determine whether negotiations or Best and Final Responses are appropriate and/or necessary. RRC may, in RRC's sole discretion, invite selected Respondents to deliver oral presentations of Responses and demonstrations of products/solutions included within the Response. Following completion of both review phases, RRC may in its sole discretion, issue a Notice of Award to the selected Vendor. RRC reserves the right to conduct studies and other investigations as necessary to evaluate any Response and reserves the right to reject any or all Responses and to waive any or all informalities in connection therewith. Submission of Responses confers no legal rights upon any Respondent.

2.11.2. RESERVED: This Section is intentionally left blank.

2.11.3. Weighted Criteria. Responses that are deemed responsive shall undergo evaluation of weighted criteria and scoring to determine highly qualified Respondents based upon demonstrated competence and detailed credentials. Weighted criteria evaluation shall apply the best value standard for purchase of automated information goods or services as set forth in Texas Government Code §2157.033. Factors that may be considered includes:

- a. Price/Cost (Pricing Worksheet *RFO Attachment 3*);
- b. Respondent's Approach to RFO shall include, but not be limited to, examination of Respondent's approach to organization and presentation of Response, including but not limited to demonstration of understanding of RFO requirements; and shall include, but not be limited to, examination of Respondent's approach to the project in accordance with requirements of *Attachment 1 Statement of Services (Including Appendices A-D)* and the specifications therein.
- c. Respondent's Qualifications shall include, but not be limited to, ability to perform Mainframe Transformation required under the Contract and to promptly and timely provide Mainframe Transformation without delay or interference; examination of qualifications of Respondent's key personnel, Respondent's comparable (as judged by RRC) experience and success, Respondent's subcontractor's comparable (as judged by RRC) experience for roles assigned, Respondent's Texas CPA Vendor Performance Tracking System score (if any). Indicators of Respondent's probable performance under the Contract; indicators may include but not be limited to Respondent's past performance on RRC projects, Respondent's financial resources and Respondent's experience or demonstrated capability and responsibility in delivery of same or substantially similar services.
- d. Respondent's compliance with RFO Response submission requirements; and acceptance of terms and conditions.

The criteria and respective weight to be used in determining the best value for the State are indicated in **TABLE 4** of this RFO.

TABLE 4 Weighted Criteria

Criteria	Maximum Possible Score
Price/Cost	30
Respondent's Approach to RFO	40
Respondent's Qualifications	30
Grand Total Maximum Score	100

2.11.4 Evaluation By RRC Evaluation Committee. Each member of RRC's evaluation committee shall conduct an independent review of each responsive Response submitted and shall score each responsive Response in accordance with the Weighted Criteria provided in **TABLE 4** of this RFO. The RRC evaluation committee may request clarification of information or representations made in one Response or in all Responses before completing evaluation and scoring. Any/all requests for clarification and responses to requests for clarification shall be made in writing and shall become part of the evaluation record. RRC's Contract Management Section shall compile scores put forth from the evaluation committee members and determine the final average score for each Response to establish a competitive range based upon all Response scores.

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

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

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

- 2.11.6. Respondent Oral Presentation.** Respondent oral presentations shall be at sole discretion of RRC. Oral presentations, if any, shall provide Respondent an opportunity to highlight the entity's strengths and unique aspects of Respondent's approach contained within the Response, as well as to address any questions put forth by RRC's evaluation committee members. Respondent oral presentations are not guaranteed and may, but not must, include demonstration of product or solutions proposed as part of the Response.
- 2.11.6.1.** After initial scoring of responsive Respondents, RRC its sole discretion, determine it is necessary to interview short-listed Respondents prior to making a final recommendation of award. Short-listed Respondents shall be deemed those falling within a competitive range, as determined by RRC. The competitive range refers to response(s) determined to be reasonably considered for award selection and is an objective means of narrowing the field of Respondents that will participate in subsequent evaluation activities such as oral presentations.
- 2.11.6.2.** RRC shall employ the following guidelines when determining the competitive range for invitations, if any, to optional oral presentations:
- a. A "natural break" in the scores will determine the competitive range; or the point difference between the first and second ranked Response is less than three points.
 - b. The number of Respondents, if any, invited to oral presentations shall depend upon closeness of scores following evaluation of submitted Responses.
 - c. In determining number, if any, of Responses to be invited for oral presentations, RRC staff shall consider significant gaps in point separation between the top ranked Respondents.
 - d. Only those Respondents that are determined by RRC to be qualified to perform all required work may be invited for oral presentations.
 - e. No more than three (3) Respondents shall be invited for oral presentations.
 - f. Oral presentations, if any, shall be held at RRC headquarters in Austin, Texas.
 - g. All expenses associated with responding to and/or attending an oral presentation shall be borne exclusively by the Respondent accepting and/or attending the oral presentation.
- 2.11.7. Contract Negotiations.** RRC reserves the option to negotiate with one or more Respondents whose Responses are deemed responsive. Negotiation elements may include, but shall not be limited to pricing, services, and terms and conditions. RRC reserves the right to continue negotiations until the best value for RRC and the State has been determined as achieved.
- 2.11.8. Best and Final Offer ("BAFO").** At the sole discretion of RRC, after completion of weighted criteria evaluation, scoring, and oral presentations (if any), RRC may award a Contract or may request BAFOs from one or more Respondents whose scores are sufficient to qualify the Respondent(s) for further consideration and negotiation as determined exclusively by RRC. In event RRC issues a request for BAFO, Respondents may be permitted to modify an original Response, and the RRC Contract Management Section shall evaluate the BAFOs received.
- 2.11.9. RRC Contact(s) Following Award.** RRC contact(s) for day-to-day administration of the Contract shall be determined following Contract award. These individuals may appoint one or more delegates to assist in the day-to-day administration of the Contract and may provide to Vendor a written list of RRC delegates.
- 2.11.10. Reservation of Rights.** In addition to any other rights specified elsewhere in this RFO:
- a. RRC reserves the right to reject a Response that does not fully comply with the instructions and criteria outlined in this RFO.
 - b. RRC reserves the right to reject any or all Responses and call for new Responses if deemed by RRC to be in the best interest of RRC and/or the State of Texas.
 - c. RRC reserves the right to select none, one, or more than one Response for Contract Award when RRC determines that such action would be in the best interest of RRC and/or the State of Texas.

PART III: TERMS AND CONDITIONS

- 3. General Terms and Conditions.** The terms and conditions herein shall be fully incorporated into and constitute part of the RFO and any resulting Contract. Respondent/Vendor shall comply, and Vendor shall require all subcontractors of all tiers to comply with the terms and conditions of the Contract. In the absence of express exclusion in whole or in part from the Response, all terms and conditions are deemed incorporated therein.
- 3.1. Compliance with RFO and Contract.** By submitting a response, acknowledging and accepting the Contract, or delivering any services under the Contract, Vendor acknowledges, accepts, and agrees to all terms, conditions, specifications, provisions, statements, and guidelines of the Contract, including, but not limited to, the RFO. All parts of the RFO are fully incorporated into and constitute part of the Contract for all purposes intended. RRC, in its sole discretion, may disqualify a Response from consideration if RRC determines a Response is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFO.
- 3.2. Misunderstanding or Lack of Information.** Vendor must be thoroughly informed concerning all relevant facts, data, site conditions, and estimates required for the purpose of assembling a Response and concerning all difficulties that may be encountered in managing or operating a project under the Contract or a Work Order issued thereunder.
- 3.2.1.** No plea of ignorance of existing site conditions or difficulties that may be encountered during performance of a Work Order issued under the Contract shall be accepted as an excuse for any failure or omission by Vendor to fulfill in every detail all requirements of the Contract or shall be accepted as a basis for any claim whatsoever for additional compensation to a finalized, negotiated Work Order.
- 3.2.2.** By submitting a Response, each Vendor acknowledges and agrees that it fully understands and shall abide by the terms and conditions of the RFO, and 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.
- 3.3. Ambiguity, Conflict, Exclusionary Specification, or Omission.** If Vendor discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the RFO, Vendor must immediately notify in writing RRC's point of contact for the RFO. If Vendor fails to notify RRC's point of contact for the RFO of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, Vendor's submittal of a Response is done so at the 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.
- 3.4. Right to Amend, Modify, or Withdraw the RFO.** RRC reserves the right to alter, amend, or modify any provisions of the RFO or to rescind, revoke, or withdraw the RFO, in whole or in part, at any time prior to Contract award if such action is determined by RRC to be in the best interest of the State of Texas and/or RRC.
- 3.5. No Alterations or Withdrawals of Response after Deadline.** Responses may not be altered or amended after the Response due date and time specified in the RFO. Any alterations made before the Response due date and time must be initialed by Respondent or Respondent's authorized agent. Responses submitted may not be withdrawn after submission deadline. However, upon receipt of Respondent's written request to withdraw their Response, RRC may, but not must, in its sole discretion approve the request to withdraw a Response.

- 3.6. Attachments.** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response. RRC reserves the right, in its sole discretion, to reject any Respondent terms and conditions or other documents or attachments as part of Respondent's Response.
- 3.7. 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 Offer, 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 Offer and that Offer prices remain valid for 180 calendar days following the Offer due date and time. Upon award of Contract, prices shall remain fixed and guaranteed for the entire Contract period.
- 3.8. Binding Effect of Contract.** An awarded Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.
- 3.9. Rejection of Response and Cancellation of RFO.** Issuance of this RFO does not constitute a commitment on the part of RRC to award a contract. RRC is under no obligation to award any contract as a result of this RFO. RRC maintains sole right and discretion to reject any or all Responses and to cancel the RFO if RRC deems such action as in the best interest of the State of Texas and/or RRC. RRC's waiver of any deviations in any Response will not constitute a modification of the RFO and will not preclude RRC from asserting all rights against Vendor for failure to fully comply with all terms and conditions of the RFO.
- 3.10. Respondent Costs.** Respondent shall bear all costs and expenses associated with preparation and submission of a Response, including costs associated with travel to and attendance of pre-Response site visits, and submission of all required documents and all required copies of documents.
- 3.11. Respondent Identification.** Prior to award of Contract, Vendor must provide Vendor's Texas Identification Number (TIN) issued by the Texas Comptroller of Public Accounts.
- 3.12. Contract Award, Copyright, Reissuance.** A response to the RFO is an offer to contract with the State of Texas through RRC based upon the specifications, terms, and conditions contained in the RFO. The Response shall not become a contract with RRC unless, until, and to the extent RRC issues a fully executed Contract and Notice of Award to a successful Vendor. RRC in its sole discretion reserves the right to reject any or all Responses, all or any part of any Response, waive minor technicalities, negotiate pricing and Contract terms and conditions with all Vendors or no Vendors, and award a Contract in the best interest of the State of Texas and RRC.

Copyrighted Responses are unacceptable and are subject to disqualification as nonresponsive; in addition, RRC reserves the right to disqualify any Response that asserts any copyright on any RRC forms designated by the RFO as a form required to be submitted with Respondent'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 RFO or issue another RFO for the goods and/or services described in this RFO.

- 3.13. Limitation on Authority, No Other Obligations.** Vendor shall have no authority to act for or on behalf of the State of Texas and/or RRC except as expressly provided in the fully executed Contract. No other authority, power, or use is granted or implied. Vendor may not incur any debt, obligation, expenses, or liability of any kind on behalf of RRC or the State of Texas
- 3.14. No Other Benefits.** Vendor has no exclusive rights or benefits other than those set forth within the Contract.
- 3.15. Amendments to the Contract.** The Contract may be amended only upon written agreement between RRC and Vendor; however, the Contract may not be amended in a manner that conflicts with the laws of the United States or of the State of Texas. Vendor agrees to amend the Contract and to cooperate in the execution of any contract amendments necessary to effectuate compliance with laws of the State of Texas when such laws require RRC to include additional language in the Contract. During the term of the Contract and any extensions or renewals thereof, RRC reserves the right to request amendments or modifications to the Contract when RRC determines such action to be in the best interests of the State of Texas and/or RRC and for compliance with all applicable state and federal laws, regulations, requirements, and guidelines. Except as otherwise provided in negotiated terms and conditions expressly identified and formalized in the Contract, the entire agreement between RRC and Vendor shall consist of the following documents: the Contract, amendments to the Contract, Purchase Orders, Work Orders and, Change Notices (if any), the RFO (including addenda, if any), and the Response.
- 3.16. Order of Precedence; Prohibited Exceptions.**
- Order of Precedence.** In event of conflict between the RFO and the Contract Documents, the following documents, in order of precedence, shall apply in resolving such conflicts:
- a. The Contract (including expressly identified, negotiated terms and conditions) and Amendments to the Contract, Purchase Orders, Work Orders and Change Notices (if any).
 - b. The RFO and Addenda (if any), and
 - c. Vendor's Response.
- To avoid any doubt, negotiated terms agreed to in writing shall not be construed to create a conflict within the Contract Documents unless the context indicates otherwise; rather these negotiated terms supplement and implement the RFO.
- 3.16.1 Prohibited Exceptions.** Unless expressly accepted in writing by RRC, the following exceptions within any Respondent's Response shall be rejected:
- a. Incorporation of laws of a state other than Texas,
 - b. Any requirements for prepayment,
 - c. Any limitations on RRC's remedies,
 - d. Any requirements that RRC indemnify the Respondent,
 - e. Any requirements that Respondent's documents control in case of conflicts,
 - f. Any requirements that Respondent's documents control even if Respondent accepts or acknowledges the Contract,
 - g. Any requirements to reduce or eliminate required insurance coverages, types, endorsements and limits, and
 - h. Any disclaimer of warranties.

- 3.17. Statement of Services, Performance.** Vendor shall provide the requested Mainframe Transformation in the manner described in this RFO. In event of Vendor's failure to conform to all requirements of this RFO, consequences may include, but not be limited to, RRC's withholding of acceptance and payments under the Contract, RRC's cancellation of all or part of the Contract, RRC's revocation of any prior acceptance and Vendor's refund of amounts paid prior to revocation of acceptance.
- 3.18. Time Limits Enforced.** Time is of the essence in the performance of this Contract. Vendor shall strictly comply with all deadlines, requirements, and standards of performance for this Contract and any Work Order issued thereunder and in execution of the work. Vendor acknowledges and accepts all time limits will be strictly construed and rigidly enforced.
- 3.19. Changes and Changed Conditions.**
- 3.19.1.** RRC's Authorized Representative may, in writing, order changes in the work within the general scope of the Contract or Work Order issued thereunder.
- 3.19.2.** In event Vendor identifies Changed Conditions, Vendor shall not further proceed with work until Vendor has submitted a written notice of Changed Conditions to RRC's Authorized Representative and received from RRC's Authorized Representative an authorization to continue with work.
- 3.19.3.** If Changed Conditions increase or decrease the cost of, or time required for performing the work, Vendor shall assert a claim in writing prior to the making of final request for payment under the Contract, and RRC may issue a written equitable adjustment by change order. However, no adjustment shall be made in favor of Vendor unless Vendor has timely submitted written notice of Changed Conditions and written assertion of claim in conformance with the terms of the Contract. Notwithstanding the forgoing, in absence of a written notice of Changed Conditions having been timely submitted by Vendor, RRC in its sole discretion may waive the requirement therefore and approve Vendor's claim. In the event RRC and Vendor cannot agree upon an equitable adjustment, the dispute shall be decided pursuant to the dispute resolution process contained within the terms and conditions of the Contract.
- 3.19.4.** It is recognized and agreed to by RRC and Vendor that information provided within the RFO, including specifications, attachments and addenda, if any, may not be complete or free from errors, omissions and imperfections, or that the information may require changes or supplementation in order for the work to be completed to the satisfaction of RRC. Accordingly, it is the express intention of RRC and Vendor, notwithstanding any other provisions in the Contract, that any errors, omissions or imperfections in such specifications, exhibits to the RFO, and addenda, if any, or any changes in or supplementation to same or to a Work Order issued by RRC and any resulting delays in the work or increases in Vendor's costs and expenses arising out of such errors, omissions or imperfections shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Vendor, whether for breach of Contract or otherwise; provided, however, that RRC shall be liable to Vendor for the sum stated to be due Vendor in any change order approved and signed by both RRC and Vendor, it being agreed hereby that such sum, together with any extension of time contained within the approved change order, shall constitute full compensation to Vendor for all costs, expenses, and damages to Vendor as permitted under Texas Government Code Chapter 2260.
- 3.19.5. Contract Completion and Liquidated Damages.**
- 3.19.6. Performance Period.** The performance period for work under a Work Order arising under the Contract shall commence on the date stated within the Work Order issued from RRC to the Vendor, and all work under the Work Order shall be completed not later than the specified period within the Work Order.

- 3.19.7. Liquidated Damages Value.** RRC has determined that the completion of the work under a Work Order arising under the Contract is critical to the continuation of business at RRC and that time is of the essence. Vendor's failure to complete any work within the required time specified on the Work Order will or may cause damage to RRC and operations related to Mainframe Transformation efforts. Since exact damages are difficult to determine or forecast, ***the sum of Five Hundred Dollars (\$500.00) per calendar day per incomplete Work Order*** is hereby established by the Parties as a reasonable estimate of just compensation to RRC for failure of Vendor to complete work specified by the date set forth in writing within the Work Order or a written, authorized extension thereto. In the event RRC deems liquidated damages are necessary and appropriate, the total sum of liquidated damages shall be deducted from the money due or to become due to Vendor, not as a penalty, but as liquidated damages and added expense including but not limited to administrative costs to RRC. If RRC declines to assess liquidated damages, this shall not constitute a waiver of liquidated damages in the future. cost(s).
- 3.19.8. Calculation of Liquidated Damages.** Charges for liquidated damages will begin accumulating on the first calendar day following the final completion date set forth within the Work Order or Purchase Order issued from RRC to Vendor or a written, authorized extension thereto, and continue until the date of actual, final completion as established by RRC. Final completion of the Contract will not be issued until all required work under the Contract has been verified by RRC's Authorized Representative as complete.
- 3.19.9. Assignments and Subcontractors.** Vendor shall not assign its rights, or delegate the performance of Vendor's duties, under the Contract without prior written approval of RRC. Any attempted assignment in violation of this provision is void and without effect.
- 3.19.10.** 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.
- 3.19.11.** Subcontractors providing service under the Contract shall meet the same requirements and level of experience as required of the Vendor.
- 3.19.12.** No subcontract under the Contract shall relieve the Vendor of responsibility for delivery of work and services required under the Contract. If Vendor uses a subcontractor for any or all work required, the following conditions shall apply under the listed circumstances:
- a.** Respondents planning to subcontract all or a portion of the work to be performed under this Contract shall identify each proposed subcontractor on the HSP form (see ***RFO Attachment 6 HUB Subcontracting Plan (HSP) Form***).
 - b.** Subcontracting shall be at Vendor's expense.
 - c.** RRC retains the right to review any subcontractor's background and approve or reject the use of Vendor's proposed subcontractors.
 - d.** Vendor shall be the only Vendor for RRC for the Contract. Vendor shall manage Vendor's subcontractors, if any. Vendor shall provide contact information, including mobile phone number and email address, of Vendor's designated point of contact to which RRC and Vendor's subcontractors shall submit any inquiries.

- 3.20. 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 work. When submitting request by email, Vendor shall include as attachments to the email Vendor's invoice, all additional documents required by Contract, and a completed "Vendor's Progress Payment Affidavit" or "Vendor's Final Payment Affidavit," as applicable to the payment request. Vendor shall also mail within three (3) business days the original, signed and notarized Vendor's Progress Payment Affidavit or Vendor's Final Payment Affidavit, as applicable to the payment request, to the RRC designated Contract Manager. Each Vendor's invoice shall reflect a single Contract and all and only services related thereto which have been delivered, inspected, tested, evaluated, and accepted by RRC within the Contract performance period concluding on the invoice date.
- 3.20.1. Compliance with Texas Government Code Chapter 2251 required.** A Vendor awarded a Contract arising from this RFO, and all Vendor's subcontractors, if any, shall comply with all applicable provisions of Texas Government Code Chapter 2251 relating to prompt payment for goods and services under a contract issued by a state agency. Texas Government Code Chapter 2251 requires, in part, that a Vendor that receives payment from a state agency shall pay a subcontractor the appropriate share of the payment not later than the 10th day after the date the Vendor receives the payment; and, the Vendor's subcontractor who receives a payment from the Vendor shall pay a person who supplies goods or a service for which the payment is made, the appropriate share of the payment not later than the 10th day after the date the subcontractor receives the payment. Vendor's compliance with this provision shall be strictly enforced by RRC. RRC reserves the right to request evidence of Vendor's compliance, and evidence of Vendor's subcontractor's compliance with this condition of the Contract.
- 3.20.2. Final Payments.** Upon Respondent's completion of all final, not previously invoiced, work, and upon RRC's acceptance thereof, Vendor shall submit a properly prepared invoice as Vendor's request for final payment under the Contract. Upon Vendor's submittal of a properly prepared, itemized invoice accompanied by all additional documents required by Contract, final payment may be made by RRC in accordance with Texas Government Code Chapter 2251. Vendor's final payment request shall reflect value for 100% of the value of work performed by Vendor and accepted by RRC, but not previously invoiced by Vendor, and shall include invoicing for all retainage, if any, previously withheld and not released under the Contract.
- 3.20.3. Invoice requirements.**
Vendor's invoice must clearly reflect the following:
- a. RRC Contract Number, Work Order Number, and Purchase Order number (as applicable);
 - b. RRC bill to information;
 - c. Vendor name;
 - d. Vendor address;
 - e. Vendor remit payment to information;
 - f. Texas Vendor Identification Number assigned by Texas Comptroller of Public Accounts;
 - g. Invoice date;
 - h. Invoice number (may not be duplicate invoice number from prior invoice submitted);
 - i. Date(s) of delivery of services and/or goods;
 - j. Description of services; and
 - k. Invoice total.
- l. 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.

After the work is complete pursuant to a given work order or purchase order and RRC has accepted the applicable goods and services, Vendor shall have until the last day of the following month to submit an invoice conforming to the above requirements. If an invoice is rejected for failing to conform with the above requirements, Vendor shall have three (3) business days to submit a conforming invoice. Administrative fees for failing to meet either deadline shall be twenty-five dollars (\$25.00) per day deductible from the invoiced sum.

- 3.20.4. Authorization of Payment.** Prior to authorizing payment to Vendor, RRC shall evaluate Vendor's performance in accordance with Contract requirements.
- 3.20.5. Non-Reimbursable Items.** RRC will not reimburse for travel, meals, lodging, or other related expenses unless specifically provided for under the Contract and pre-approved in writing by both the RRC Authorized Representative and RRC Contract Manager assigned to the Contract. In such an event, costs will be invoiced to RRC based on actual expenses, and RRC shall not be liable for reimbursement of expenses that (i) were not preapproved in writing by RRC, or (ii) exceed the current State Travel Regulations. Vendors are required to provide receipts to validate invoicing. State Travel Reimbursement Rates may be found at:
<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>.
Vendors shall note: RRC shall **not** reimburse for travel, meals, lodging, or other related expenses that may be reasonably anticipated as part of the Contract or a Work Order issued thereunder. Vendors shall **not** be reimbursed for travel, meals, lodging, or other related expenses that are reasonable and ordinary in the course of delivery of Automated Information System Services.
- 3.20.6. 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.
- 3.20.7. 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.
- 3.21. Records Maintenance, Retention, and Audit.** Respondent shall maintain and retain all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Respondent for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.
Respondent shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Respondent pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Agency and the State of Texas.
The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

3.22. Indemnification.

3.22.1. Acts or Omissions. RESPONDENT/VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND RRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT/VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT/VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT/VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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

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

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

3.23.1. Claims. RESPONDENT SHALL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF TEXAS AND RRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, SERVICE MARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL, INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RESPONDENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND OR (3) RRC'S AND/OR RESPONDENT'S USE OF OR ACQUISITION OF ANY SERVICE OR OTHER ITEMS PROVIDED TO RRC BY RESPONDENT OR OTHERWISE TO WHICH THE STATE OF TEXAS AND/OR RRC HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THIS CONTRACT. RESPONDENT AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, RESPONDENT WILL REIMBURSE AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF THE AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF AGENCY'S COUNSEL.

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

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

3.24. 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.

- 3.25. 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 of a Contract. Vendor's certificate of insurance shall be fully compliant with all terms and conditions of the Contract. Vendor shall maintain required insurance coverages in accordance with the terms and conditions of the Contract throughout the entire Contract term (including warranty, if applicable.) Vendor shall not proceed with any work under the Contract without RRC's approval of certificate of insurance.
- 3.25.1.** All required insurance coverage must issue from a company or companies that:
- a.** Have both a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.; and
 - b.** Have a Financial Size Category Class of "VII" or better from A. M. Best Company, Inc.
- 3.25.2.** All insurance policies for required coverage must be issued by companies authorized to do business in, and under the laws of, the State of Texas. Certificates of insurance shall be issued on a form approved by the Texas Department of Insurance and be satisfactory to RRC. Certificates of insurance shall specify and/or set forth the following:
- a.** RRC as certificate holder with correct mailing address;
 - b.** Insured's name which must match Vendor's legal name on and within this Contract;
 - c.** Insurance company(ies) affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of the insurance company(ies);
 - d.** Producer of the certificate of insurance with correct address and phone number listed;
 - e.** Additional insured status as required herein;
 - f.** Amount of any deductibles and/or retentions;
 - g.** A 30-day Notice of Cancellation, non-renewal, or reduction in coverage;
 - h.** Contractual liability coverages as required herein;
 - i.** Primary and non-contributing endorsement. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to RRC, with RRC's insurance being excess, secondary, and non-contributing;
 - j.** Waiver of Subrogation endorsement; and
 - k.** Listing of all exclusions and limitations added by endorsement to general liability coverage; however, no endorsements shall restrict, limit, or exclude in any manner whatsoever, coverage required.
- 3.25.3.** All certificates of insurance for required coverage other than workers' compensation and professional liability (as applicable) shall name the State of Texas, RRC, and its officers, directors, and employees as additional insured.
- 3.25.4.** Respondent'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).

3.25.5. Minimum Contractually Required Insurance Types and Coverage:

TABLE 5: Insurance Requirements

Insurance Type	Each Occurrence/Aggregate Limits
<u>Workers' Compensation</u> Required for all Contracts awarded	Within statutory limits/Texas Workers' Compensation Act.
<u>Employer's Liability</u> Bodily Injury by Accident Bodily Injury by Disease Required for all Contracts awarded	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
<u>Commercial General Liability</u> Includes liability arising out of all locations and operations of Vendor, including but not limited to liability assumed under this Contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limits of liability. Required for all Contracts awarded	Bodily Injury and Property Damage \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate \$2,000,000 Product-Completed Operations Aggregate \$1,000,000 Personal Injury and Advertising Liability \$5,000 Medical Expense each person
<u>Automobile Liability</u> Must include liability arising out of any auto and be on business auto form. Required for all Contracts awarded	\$1,000,000 Combined Single Limit (for each accident)
<u>Commercial Umbrella</u> <u>Excess Liability</u> When required by Work Order	\$1,000,000 Each Occurrence/\$1,000,000 General Aggregate \$1,000,000 Each Occurrence/Person

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

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

3.26.1. **Termination or Cancellation for Convenience.**

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

3.26.2. Termination or Cancellation for Cause.

- a. Breach of Material Term.** Either party may, upon giving thirty (30) calendar days' written notice identifying specifically the basis of such notice, terminate the Contract for breach of a material term or condition of the Contract, provided the breaching party must not have cured such breach within the thirty (30) calendar days' period. In the event of such termination, Vendor will be paid for all services accepted prior to the date of the termination. No additional charges or fees will be assessed to RRC for the termination or cancellation.
- b. Vendor Nonperformance.** If Vendor defaults on the Contract after award has been made, RRC reserves the right to cancel the Contract without notice and either reissue the RFO or award the Contract to the next qualified, responsive and responsible Vendor offering the best value to the state as determined by RRC. In such event, the defaulting Vendor will not be considered for award for any Contract arising under the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work differ substantially from the work and/or services under the Contract on which Vendor defaulted. The length of any period of suspension shall be determined by RRC based on the seriousness of the default. In the event of nonperformance default, Vendor shall remain liable for all covenants and indemnities under the Contract. Vendor shall be liable for all costs and expenses, including any attorneys' fees and court costs, incurred by RRC with respect to the enforcement of any remedies listed herein.
- c. Bankruptcy.** Upon the filing of a petition for bankruptcy, or upon the judgment of bankruptcy or insolvency by or against Vendor, RRC may terminate the Contract for cause without notice. Such termination shall be effective upon the date of such filing or upon the date of judgment.
- d. Availability of State Funds, Legislative Action, Necessity of Performance.** The Contract is subject to termination or cancellation, without penalty to RRC, either in whole or in part, subject to the availability of state funds.
- e. Legal Remedies and Damages from Breach of Contract.** RRC expressly reserves all legal remedies to which it may be entitled to collect and all damages directly or indirectly resulting from breach of contract by Vendor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of Vendor. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason and RRC expressly waives no such rights or remedies.
- f. Substitution of Services.** In the event of RRC's termination or cancellation of the Contract for cause, RRC may procure, upon such reasonable terms and in such manner as RRC deems appropriate, substitute services similar to services terminated or canceled. Vendor shall be liable to RRC for any excess or additional costs incurred by RRC in acquiring such services plus court costs and attorneys' fees. RRC's recovery of costs under this section is in addition to any other remedies available to RRC under the Contract and/or under applicable law.

3.26.3. Miscellaneous Termination Provisions.

- a. Recovery of Funds.** RRC reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to RRC under the Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at Vendor's request or if termination or cancellation is for cause. This right is in addition to any other remedies available to RRC under the Contract or under applicable law. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason, and RRC expressly waives no such rights or remedies.

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

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

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

- a. Withholding of income taxes, FICA, or any other taxes or fees;
- b. Industrial worker's compensation insurance coverage;
- c. Participation in any group insurance plans available to employees of the State of Texas;
- d. Participation or contributions by State of Texas to the State Employees Retirement System;
- e. Accumulation of vacation or sick leave, or
- f. Unemployment compensation coverage provided by the state.

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

- 3.30. Labor Activity.** Notwithstanding the foregoing paragraph, in the event any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against Vendor at RRC's facility and such labor activity results in the curtailment or discontinuation of services performed under the Contract, RRC shall have the right during said period to employ any means legally permissible to have the work performed.
- 3.31. 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
- 3.32. Compliance with Other Laws.** Respondent shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. RRC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the Contract to incorporate any modifications necessary for RRC's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.
- 3.33. 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.
- 3.34. Legal Notices.** Any legal notice required or permitted to be delivered under the RFO and/or Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Respondent. Notice given in any other manner shall be deemed effective only when received by the party to be notified. Either party may change its address for notice by providing written notice to the other party in accordance with the terms and conditions herein.
- 3.35. Governing Law and Venue.** The RFO and Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law provisions. The venue of any suit brought under the RFO and/or Contract is fixed in any court of competent jurisdiction in Travis County, Texas unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the RRC. Vendor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.
Nothing in this Section shall be construed as a waiver of sovereign immunity by RRC.
- 3.36. No Waiver.** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the State of Texas or by RRC of any immunities from suit or from liability that the State of Texas or RRC may have by operation of law. Nothing in this Contract should be construed as a waiver of the sovereign immunity of the State of Texas or RRC.

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

- 3.37. Confidential Information; Public Information Act Disclosures.** Information, documentation, and other material in connection with this Solicitation or any resulting Contract may be subject to public disclosure pursuant to Texas Government Code Chapter 552 (the "Public Information Act"). In accordance with Texas Government Code §2252.907, Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Specific forms acceptable to RRC include MS Word®, MS Excel®, and *.pdf files.
- 3.38. Disaster Recovery Plan.** Upon request of RRC, Respondent shall provide to RRC the descriptions of Respondent's business continuity and disaster recovery plans.
- 3.39. Public Disclosure.** Respondent shall not use RRC's name, logo, or other likeness in any press release, marketing material, or other announcement without prior written approval of RRC. RRC does not, and shall not, endorse any Respondent, vendor, commodity, or service. Respondent shall not, and is not authorized to, make or participate in any media releases or public announcements pertaining to the Solicitation, a contract arising from this RFO, the Response, or the services to which they relate with RRC's prior written consent, and then only in accordance with explicit written instructions from RRC.
- 3.40. 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 RFO and Contract expressly states a mutual intent to amend a specific article, section, item, term, or condition of the RFO and/or Contract, general conflicts in language between any attachment and the RFO and Contract shall be construed in favor of the terms and conditions of the RFO and Contract. Unless expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to the RFO and Contract shall be binding upon the parties unless the same is in writing and signed by all Parties through an authorized representative of each Party with authority to bind the Party to the Contract.
- 3.4.1. Severability.** If any provision contained in this RFO and the Contract is held to be unenforceable by a court of law or equity, the RFO and Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 3.4.2. Counterparts.** The Contract issued pursuant to this RFO may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same agreement.

- 3.4.3. Respondent's Statements and Covenants Required.** Respondents must sign and return the *Respondent's Statements and Covenants* (see **RFO Attachment 2 Respondent's Statements and Covenants**) which shall be part of Respondent's Response and shall be fully incorporated by reference and constitute part of the Contract if awarded to Respondent. Failure to include a signed *Respondent's Statements and Covenants* shall result in a Response being deemed nonresponsive and ineligible for Contract award.
- 3.4.3.1. Supplemental Terms and Conditions Applicable to RFO NO. 455-23-1007.**
- 3.4.3.2. Possessory Rights of Material and Equipment.** Pursuant to certain provisions of Texas Natural Resources Code Chapter 91, upon entering into a contract to clean up a site or facility upon which equipment or hydrocarbons are stored, the State of Texas shall have first lien, superior to all preexisting and subsequent liens and security interests, on hydrocarbons stored at a site or facility and in any equipment that is located at the site or facility. A Vendor awarded a Contract under this RFO shall not obtain possessory rights, lien rights, salvage rights, or title to such hydrocarbons or equipment except by formal, written process and agreement in accordance with Texas Natural Resources Code Chapter 89 and any other applicable statute, law, or rule.
- 3.4.3.3. Electrical Items.** All electrical items, if required to perform Work under this contract, shall 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).
- 3.4.3.4. Prohibited Use of State Property.** Respondent is prohibited from using State Property for any purpose other than performing Mainframe Transformation 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.
- 3.4.3.5. Vendor's Identification of Key Personnel.** Upon request of RRC and prior to start of any work related to such request, Vendor shall provide to the requesting RRC Authorized Representative a list of Vendor's personnel, including subcontractors, who shall be assigned to a project management, and/or operations management role and/or such other assignments to critical activities ("Key Personnel Roles"). Vendor's list shall include, at a minimum, identification of Vendor's senior staff within the following types of roles: Project Manager, Site Manager, Operations Manager.
- 3.4.3.6.** 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 Work Order without prior written approval of the RRC Authorized Representative.
- 3.4.3.7.** Vendor solely shall be responsible for ensuring, throughout Contract Term, that Vendor's personnel, including subcontractors, that are assigned to a Key Personnel Role, shall meet all minimum qualifications, certifications, licenses, and experience required by the Solicitation and Contract Documents and federal, state, and local laws, rules, regulations, and ordinances.
- 3.4.3.8.** In event Vendor receives written approval from RRC to replace any personnel assigned a Key Personnel Role, Vendor shall ensure replacement of the personnel shall be with a qualified individual with equal or better qualifications of the previously approved Vendor personnel and at no additional cost to RRC.
- 3.4.3.9. Enhanced Contract Monitoring.** RRC has determined any contract resulting from this RFO may require enhanced monitoring for performance and compliance with the Contract terms and conditions. Vendor receiving a Contract award resulting from this RFO shall be subject to applicable performance evaluation standards.

ATTACHMENTS

Attachment 1: Statement of Services (Includes Appendices A-D)

Attachment 2: Respondent's Statements and Covenants

Attachment 3: Pricing Worksheet

Attachment 4: Vendor Information Security Agreement

Attachment 5: Respondent's Qualifications Statement

Attachment 6: HUB Subcontracting Plan (HSP) Form

Attachment 7: HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment

Attachment 8: Sample RRC Contract

Attachment 9: Progress Payment Affidavit

Attachment 10: Final Payment Affidavit

Attachment 11: Deliverable Notice of Completion and Acceptance Voucher

Attachment 12: Confidentiality and Non-Disclosure Agreement

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1. STATEMENT OF SERVICE

The RRC requests the Respondent to submit an offer addressing each of the items specified below:

- a. A strategic approach to implementing the remaining components of Mainframe Transformation, as defined in *Appendix A - RRC Oil and Gas Business Functions, Section 1.2*. These 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.
- b. An architectural approach for any anticipated modifications to the platform to allow for the remaining components to be implemented 'efficiently.'
- c. A timeline for the remaining components of Mainframe Transformation.
- d. A detailed description of the implementation methodology to be used for each component.
- e. The Vendor's proposed release grouping and sequence, if different from what RRC provided in *Appendix A - RRC Oil and Gas Business Functions*. These releases must contain all high-level activities necessary to customize, integrate, and implement the major components as defined in *Appendix A - RRC Oil and Gas Business Functions*. The groupings must also contain high-level pricing and the methodology to be used to estimate the pricing of each anticipated grouping.

RRC intends to continue to expand its RBDMS platform to include the remaining Oil and Gas Applications and processes. As part of this engagement, Vendor shall expect to develop and submit to RRC, one or more work plans appropriate to Vendor's performance of all work necessary to achieve customization, integration, and implementation of RRC's selected RBDMS® applications in accordance with deliverables specifications agreed to in writing by the Parties. RRC is organizing the work in 2 sections. First, a set of "Initial Work Orders" for Respondent's to include a detailed Work Plan as part of the Respondent's offer to this RFO, and "Future Work Orders" for work components RRC anticipates awarding in the future, but within this contract.

2. INITIAL WORK ORDERS

Based on internal prioritizations, and the RBDMS components implemented to date, RRC has elected 2 initial Work Orders (Drilling Permits and Completions Applications) as priorities and needed for immediate implementation. The sections below describe more detailed business processes, and high-level requirements expected as part of the final implementation of each of the Work Orders.

2.1. DRILLING PERMITS APPLICATION WORK ORDER

The purpose of this Work Order is to request the submission of an overall Work Plan and associated cost for the implementation of the Drilling Permits Application in RBDMS. The Work Plan's required elements are described in Section 4 of this RFO. Please see *Appendix B – Drilling Permit Requirements* for high-level requirements for the Drilling Permitting process. Major Drilling Permitting business processes include:

- a. Filing of New Forms
- b. Review of Forms (post-Submission)
- c. Approval of Forms
- d. Form Status Checks

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2.1.1. ASSUMPTIONS

- a. All deliverables will have agreed upon acceptance criteria defined in the associated Deliverable's Expectation Document provided by Vendor that has received RRC approval.
- b. An approved Workplan, including related RRC comments and accepted responses, will be carried forth in the Implementation Phase of the Workplan.
- c. Vendor will be responsible for ensuring appropriate measures, as defined in the associated design documents agreed upon by RRC and Vendor, to secure any sensitive data stored in any environment.
- d. All work done for the Work Plan that may affect other applications will be identified by the parties in the agreed upon Work Plan and coordinated so that the production environment of other applications is not adversely affected.
- e. 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.
- f. Vendor may use development, testing, and tracking tools that are not provided by the agency, with a prior written agreement with RRC and with the 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 Work Plan is concluded and tools are no longer available to the agency, the vendor shall be required to provide RRC with all project artifact extracts in a format agreed upon between RRC and Vendor.
- g. 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.

2.1.1.1. AGENCY RESOURCES

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

- a. Drilling Permits business users as Subject Matter Experts (SME), and related SME management;
- b. RRC Information Technology Services (ITS) technical staff in roles of Developer, Database Administrator (DBA), Business Analyst (BA), and others as requested in the Work Plan;
- c. RRC ITS Security staff;
- d. State of Texas Shared Technology Services (STS) contacts;
- e. RRC ITS project manager(s).

2.1.1.2. SCOPE

This Work Order requests the Vendor analyze the details of the work included herein *Attachment 1 Statement of Work* and in *Appendix B – Drilling Permit Requirements* and submit a Work Plan proposal with related costs to RRC. The Vendor Work Plan must describe a detailed approach for implementing this Work Order and follow the Work Plan requirements described in Section 4.

2.2. COMPLETIONS APPLICATION WORK ORDER

The purpose of this Work Order is to request the submission of an overall Work Plan and associated cost for the implementation of the Completions Application in RBDMS. The Work Plan's required elements are described in Section 4 of this RFO. Please see *Appendix C – Completions Requirements* for high-level requirements for the Completions process. Major Completion business processes include:

- a. Filing of New Forms
- b. Review of Forms (post-Submission)
- c. Approval of Forms

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d. Form Status Checks

2.2.1. **ASSUMPTIONS**

- a. All deliverables will have agreed upon acceptance criteria defined in the associated Deliverable's Expectation Document provided by Vendor that has received RRC approval.
- b. An approved Workplan, including related RRC comments and accepted responses, will be carried forth in the Implementation Phase of the Workplan.
- c. 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.
- d. All work done for the Work Plan that may affect other applications will be identified by the parties in the agreed upon Work Plan and coordinated so that production environment of other applications is not adversely affected.
- e. 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.
- f. 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 Work Plan 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.
- g. 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.

2.2.1.1. **AGENCY RESOURCES**

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

- a. Completion of business users as Subject Matter Experts (SME), and related SME management;
- b. RRC Information Technology Services (ITS) technical staff in roles of Developer, Database Administrator (DBA), Business Analyst (BA), and others as requested in the Work Plan;
- c. RRC ITS Security staff;
- d. State of Texas Shared Technology Services (STS) contacts;
- e. RRC ITS project manager(s).

2.2.1.2. **SCOPE**

This Work Order is requesting the Vendor analyze the detail of work included herein in Part II Statement of Work and in *Appendix C – Completions Requirements* and submit a Work Plan proposal with related costs to RRC. The Vendor Work Plan must describe a detailed approach for implementing this Work Order and follow the Work Plan requirements described herein Section 4.

3. **FUTURE WORK ORDERS**

RRC has included additional efforts related to its Oil and Gas Business Functions that may be implemented under the resulting contract for this solicitation at a future time. These efforts are described in more detail in *Appendix A – Oil and Gas Business Functions* and are included in this solicitation for respondents to understand the type of work that may be issued under the resulting contract. Although the information is not as robust as the initial 2 work orders and binding pricing is

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not expected at this time, the Offer must include a high-level cost estimate and the timeline for implementing these future Work Orders.

4. WORK ORDER AND WORK PLAN PROCESSES

4.1. WORK ORDER DESCRIPTION

RRC has determined that a formal Work Order Process is the most effective process for work to be performed under the Contract. Vendor shall be required to comply with RRC's Work Order Process designated for this RFO and any Contract awarded.

Over the course of the Contract, RRC will issue Work Orders outlining the business need, tasks, and deliverables required from the Vendor for that specific Work Order. In response to each Work Order, the Vendor will create and submit a Vendor Work Plan outlining how the tasks in the Work Order will be approached, an overall cost estimate, and a schedule to perform the required work. Specific details for the Work Plan are described herein Section 4.4, "Work Plan Description." Respondent should note that RRC guarantees no minimum number or minimum dollar amount for Work Orders that may be issued.

- a. Throughout the Contract Term, the RRC will request Work Plans from the Vendor by submitting written Workorders. Work Orders may only be submitted in written form.
- b. The Work Order is intended to provide guidance and clarification on the work expected of the Vendor.
- c. Work Plans requested through Work Orders under this contract, will encompass the services described herein *Attachment 1 – Statement of Work*.
- d. The Vendor will read the description of the Work Order 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.

4.2. WORK ORDER ELEMENTS

At any time during the contract, RRC may issue a work order. Work orders must be in writing and each Work Order shall include:

- a. The Contract Number and Name;
- b. The Work Order Number;
- c. Expected/desired start and end dates for the Work described in the Work Order;
- d. The number of days Vendor has in order to respond with a Work Plan;
- e. Minimum required deliverables (Vendors may suggest a different deliverable structure in addition to the minimum required deliverables)
- f. The name and contact information of the RRC Project Manager and any other RRC contacts;
- g. A detailed description of the Work to be performed, including purpose, background, and reference materials, if applicable; and
- h. Any additional information or requirements at the discretion of RRC.

4.3. WORK ORDER AMENDMENTS

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

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

4.4. WORK PLAN DESCRIPTION

The Vendor shall develop a Work Plan for all areas associated with each Work Order for written approval by RRC. To the greatest degree possible, the Work Plan shall specify the activities 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.

- 4.4.1.** The Vendor Workplan must describe a detailed approach for the implementation of each requested Work Order. The Vendor must submit a Work Plan to the RRC Project Manager RRC Contract Manager within the requested number of days defined in the Work Order. The work plan is a proposal to be prepared at the Vendor's expense. The Vendor is encouraged to request clarification from RRC on any elements of the Work Order that may not be clear. This will likely expedite the drafting and review of the Work Plan.

4.5. WORK PLAN ELEMENTS

Work Plans must be in writing, and each Work plan shall include, at a minimum:

- a. The Vendor's name;
- b. The Contract Number and Name;
- c. The Work Order number;
- d. The name and contact information of the Vendor's Project Manager;
- e. Detailed description of the technical approach and steps the Vendor will undertake to complete the Work, 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 Work Order. The binding cost

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- provided must be based hourly rates by labor category as provided by Vendor in their response to the RFO, however all payments for work completed will be based on the agreed upon deliverable price and not on the blended hourly rates.
- Key personnel and other personnel assigned to implement the Work Plan 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
 - Any additional information requested in the Work Order; and
 - f. 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
 - g. 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.

4.6. WORK PLAN SUBMISSION

The Vendor's signed and dated proposed Work Plan will be sent to RRC Project Manager and RRC Contract Manager. The Work Plan 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 Work Plan, including Vendor pricing.

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4.7. WORK PLAN REVIEW

- 4.7.1. RRC may review the Work Plan and either approve it or request changes or clarifications. If RRC requests changes, Vendor shall re-submit the Work Plan to the RRC Project Manager within seven calendar days. RRC may specify a different deadline for Work Plan re-submission.
- 4.7.2. 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.
- 4.7.3. If RRC approves the Work Plan, the Vendor must provide a signed final copy. RRC will issue a Notice to Proceed (NTP) and attach the final Work Plan. The Vendor shall commence the work on the date indicated in the NTP.

4.8. WORK PLAN AMENDMENTS

- 4.8.1. Any change requests, or change orders initiated by the Vendor to the Work Plan that results 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 Work Order using the Work Order and Work Plan processes outlined in this RFO. 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.
- 4.8.2. 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.
- 4.8.3. The Vendor will submit requests for change requests to the approved Work Plan to the RRC Project Manager as soon as it is realized, but no later than, seventy-two (72) business hours if:
 - a. It appears that any completion date or deliverable deadline stated in the Work Plan may be exceeded;
or
 - b. The Vendor believes such revisions are desirable for optimum achievement of Contract and Work Orders objectives. The Vendor must obtain written RRC approval of every change request to the Work Plan prior to implementation.

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5. NOTICE TO PROCEED

- 5.1. Upon RRC approval of a Vendor Work Plan, RRC will issue a Notice to Proceed (“NTP”) for the applicable Work Plan deliverable(s). No work shall begin without a Notice to Proceed signed by RRC Project Manager and Contract Manager.
- 5.2. The NTP may adopt individual deliverables within a Work Plan, or multiple deliverables within a Work Plan. The NTP for each deliverable within the Work Plan 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 Work Plan for that deliverable, unless the NTP states a later start date for the Work.

6. DELIVERABLE ACCEPTANCE

- 6.1. Deliverable acceptance criteria will be well-defined for each deliverable identified in the executed Work Plan. All deliverables shall have met the defined acceptance criteria to be considered complete and for RRC to accept the deliverable and approve it for payment.
- 6.2. 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.
- 6.3. 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 Work Plan, the NOC indicating thereupon RRC’s acceptance or rejection of the deliverable.
- 6.4. 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.
- 6.5. Not later than five (5) business days from receipt of RRC’s written rejection of a deliverable, or otherwise a timeline proposed by the Vendor and accepted by RRC, 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.
- 6.6. Deliverables will be considered complete when the RRC Project Manager and Contract Manager have signed-off in writing on the NOC.

7. ASSUMPTIONS

- a. After Contract execution, a project kickoff meeting shall be held at RRC’s headquarters offices, in Austin, TX, at a date and time acceptable to both Parties. Kickoff may be held remotely, as agreed to, by the vendor and RRC as part of project pre-planning activities.
- b. 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.
- c. Prior to the start of work on the project all Vendor staff (including but not limited to employees, contract employees, and subcontractors) assigned to or otherwise working on RRC’s project shall sign a “Vendor Information Security Agreement” (see Attachment 3).

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- d. After the project start, any Vendor staff added to the project shall sign RRC's Vendor information security agreement prior to Vendor's added staff member(s) starting work on the project.
- e. Vendor staff may be expected to be on-site at RRC headquarters during specific times as required by the RRC.
- f. Vendor shall perform all critical project activities on-site at RRC headquarters, 1701 N. Congress Avenue, Austin, Texas 78701.
- g. RRC, in its sole discretion, shall determine "critical" and "non-critical" project activities.
- h. Non-critical project activities may be performed from remote locations within the contiguous United States. No remote work shall be conducted or performed outside the contiguous U.S., and all data shall remain in the U.S.
- i. Vendor staff working off-site shall access RRC's repository using RRC-approved tools for remote access.
- j. Vendor shall provide all equipment required for Vendor staff to perform and complete work required under the Contract.
- k. Through RRC's Access Request procedure, RRC shall provide to the Vendor project team any network and systems credentials necessary to complete work under the contract.
- l. RRC shall provide temporary office space, meeting room(s), security badges, and parking permits for Vendor staff while on-site to conduct meetings or work sessions.
- m. Work executed within the current phase and subsequent phases shall be in accordance with RRC's Work Order Process more fully defined within the RFO Part II.
- n. RRC staff shall be granted access to all environments, tools, subscriptions, and applications, upon request, to carry out development, deployments, and support work.

8. VENDOR RESPONSIBILITIES

- a. All deliverables shall be provided on the dates within the bilaterally approved project schedule. If a deliverable cannot be provided timely and per the approved project schedule, the 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.
- b. Vendor shall be responsible for planning and scheduling activities to accomplish the completion of all necessary work described in the SOW and executed Contract.
- c. Vendor shall create and update (weekly at a minimum) a project schedule that shall be maintained throughout the project lifespan.
- d. Vendor shall provide to RRC's designated project manager the schedule and updates thereto.
- e. Vendor shall be responsible for project management and diligent prosecution and execution of all work required under the Contract, including work stated within this SOW and that is necessary and appropriate to customize, integrate, and implement the RBDMS® products selected by RRC. For project documentation, as applicable,
- f. Vendor shall use designated RRC templates, standards, and sign-off requirements.
- g. 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.

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- h. Vendor shall provide RRC's designated project manager with weekly written status reports.
- i. Weekly status reports shall be formatted in accordance with RRC requirements.
- j. Weekly status reports shall be due to RRC's designated project manager each Friday by 5:00 PM (CT).
- k. Weekly status reports shall include a recapitulation of work performed and completed during the 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.
- l. Weekly status reports shall identify any problems encountered or that remain outstanding from prior weekly status reports and include an explanation of the cause, resolution, and a proposed resolution to the problem.
- m. 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.
- n. RRC's designated project manager shall designate the regular day, time, and location of the meetings, as well as the format of the meetings (on-site or via remote access via phone or other telecommunications.)
- o. Vendor shall be solely responsible for documenting meeting minutes, including meeting summaries, for all meetings with RRC staff.
- p. Vendor shall provide meeting minutes, including meeting summaries, to RRC's designated project manager within two (2) business days following the meeting.
- q. Upon Vendor request, and at RRC's sole discretion approval, RRC's designated project manager may authorize an alternate timeframe for delivery of meeting minutes.

9. RRC RELIANCE ON VENDOR'S WORKPLAN AND NOTICE OF COMPLETION

- a. In issuing a NTP for implementing a Work Plan deliverable and in accepting the Vendor's NOC, the RRC acts in reliance on the Vendor's diligence and accuracy in preparing these documents or products. The Vendor agrees RRC will act in reliance as described in this Contract.
- b. The Vendor must be extremely attentive to the preparation of the Work Plan, particularly the budget and the schedule. The Vendor agrees to continue and to complete work assigned under a Work Order within the original budget and schedule in the Vendor's Work Plan unless the RRC agrees to an adjustment. The RRC materially relies on the Vendor's diligence and accuracy in the preparation of Work Plan estimates submitted in the Work Plans.
- c. The essence of RRC's reliance is the following:
 - partially completed work products, which could be a consequence of inadequately prepared estimates, may be of little or no use to the RRC; and
 - 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.
- d. 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.

10. REPORTS AND MEETINGS

- a. For project documentation, as applicable, Vendor shall use designated RRC templates, standards, and sign-off requirements, or equivalents approved by RRC.

ATTACHMENT 1
STATEMENT OF SERVICES

- b. Vendor shall create, update (weekly at minimum), and provide the RRC with a Work Plan schedule throughout the life of the Work Plan. Vendor shall provide to RRC's designated Project Manager the schedule and updates thereto.
- c. Vendor is required to provide, in writing, weekly project status reports or on an as-needed basis as directed by the RRC Project Manager.
- d. Weekly status reports shall be formatted in accordance with RRC requirements.
- e. The status reports shall cover all work performed and completed during the week in which progress and status are 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.
- f. Weekly status reports shall be due to RRC's designated Project Manager each Friday by 5:00 PM (CT), or on a date and time agreed by Vendor and RRC before the project starts.
- g. Weekly status reports shall include a 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.
- h. Weekly status reports shall identify any problems encountered or that remain outstanding from prior weekly status reports and include an explanation of the cause, resolution, and a proposed resolution to the problem.
- i. 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. Sufficient notice to attend status meetings will be provided to Vendor by RRC Project Manager.
- j. 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.
- k. RRC's assigned Project Manager shall designate the regular day, time, and location of the meetings, as well as the format of the meetings (on-site or via remote access via phone or other telecommunications.)
- l. Vendor may be asked to participate in sponsor meetings at the request of the RRC Project Manager. These meetings may be on-site unless otherwise communicated by RRC Project Manager.
- m. Vendor shall be solely responsible for documenting meeting minutes, including meeting summaries, for all meetings with RRC staff.
- n. 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.

ATTACHMENT 1
STATEMENT OF SERVICES

11. PROJECT MANAGEMENT & DELIVERABLES

11.1. All deliverables shall be provided on the dates within the bilaterally approved Work Plan schedule.

11.1.1. If a deliverable cannot be provided timely and in accordance with the approved Work Plan 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.

11.2. 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.

12. PROJECT COMPLETION CRITERIA

The project will be deemed complete when all deliverables have been reviewed and accepted as complete and the project warranty period has lapsed.

13. VENDOR SERVICE REQUIREMENTS

The following are the RRC's identified minimum Service Requirements that Vendor shall follow throughout all contract Work Orders.

a. The Vendor must include any additional and all applicable service requirements for all contract Work Orders in their Response. Failure to adhere to the following requirements may subject Vendor to liquidated damages (see Section 3.20 Contract Completion and Liquidated Damages).

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

14. INVOICES

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

- a.** RRC Contract Number;
- b.** Vendor's DIR Contract Number;
- c.** RRC Purchase Order Number;
- d.** RRC billing information;
- e.** Vendor name;
- f.** Vendor address;
- g.** Vendor remit payment to information;
- h.** Vendor Texas Identification Number (TIN) assigned by Texas Comptroller of Public Accounts;
- i.** Invoice date;
- j.** Invoice number (may not be duplicate invoice number from prior invoice submitted);
- k.** Date(s) of delivery of services and/or goods; and
- l.** Description of services, including Work Order short description.
- m.** 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.

APPENDIX A
OIL AND GAS BUSINESS FUNCTIONS

SUMMARY:

Contents within provide an overview of the size and complexity of RRC's oil and gas regulatory responsibilities. RRC has a web-based portal that provides online filing for many high-volume activities, while the RRC mainframe is the system of record for all oil and gas data. Reducing dependence on aging mainframe technology is a primary factor supporting acquisition, customization, implementation, and integration of GWPC's RBDMS® applications. The details of these business functions have been previously evaluated and compared against the components of the RBDMS platform to assess the extent to which its functional capabilities meet RRC's business needs. This assessment can be found in Appendix D, Needs Assessment Report.

1.1. RRC OIL AND GAS ONLINE FILING STATISTICS

Table 1: Online Filings reports volume of online filings for high volume forms submitted through the RRC Online portal.

Table 1: Online Filings

Type of Online Filing	Total Volume (September 2021 to August 2022)
Production Reports	2,565,939
Drilling Permits (W-1)	13,808
Completion Reports (W-2/G-1)	19,311
Annual Injection/Disposal Well Monitoring Reports (H-10)	45,712
Oil Well Status Reports (W-10)	150,448
Gas Well Status Reports (G-10)	68,445
Exceptions to Statewide Rule 13	4,706
Digital Well Logs	10,618

1.2. RRC OIL AND GAS BUSINESS FUNCTIONS

RRC oil and gas business functions to be addressed by this contract are currently implemented in RRC's mainframe and online systems. The following text summarizes areas of affected business processes.

- a. Well management
 - Permitting of producing, injection, disposal, and other types of wells
 - Compliance activities for all well types
 - Production reporting, including commingling
 - Proration and allowables calculation and management
 - Flaring and venting
- b. Lease management
 - Creation, consolidation, and unitization of oil and gas leases
 - Transfer of leases between operators
 - Management of P4 gatherers, purchasers, and other filings
 - Severance or seal of leases
- c. Field management
 - Creation of fields

APPENDIX A

OIL AND GAS BUSINESS FUNCTIONS

- Field rules
 - Hydrogen Sulfide (H₂S) field management
- d. Facility management
- Permitting or authorization of facilities under RRC's jurisdiction
 - Compliance activities related to facilities and movement of products and waste
- e. Other functions

Appendix B Drilling Permit Requirements

THIS IS THE 2019 COLLECTION OF DRILLING PERMITS; THESE REQUIREMENTS WILL BE FURTHER DEFINED AS PART OF THE ANALYSIS ACTIVITIES OF THE WORK ORDER AND WORK PLAN IMPLEMENTATION. NOTE: ALL FORMS ASSOCIATED WITH THE DRILLING PERMITTING PROCESS ARE AVAILABLE ON RRC'S WEBSITE.

- LoneSTAR shall be capable of generating an Application for Permit to Drill, Recomplete, Re-Enter (W-1).
- LoneSTAR shall be capable of allowing a user to permit one or more wellbores when submitting a W-1.
- LoneSTAR shall be capable of including the following permitted well types on a W-1: Oil (O), Gas (G), Oil & Gas (B), Injection/Disposal (I), Storage (R), Service (S), Water Supply (V), Cathodic Protection (C), and Exploratory Test (T).
- LoneSTAR shall be capable of including the following types of wellbore profile filings for a W-1: Vertical wellbore, horizontal wellbore, directional wellbore, and sidetrack.
- LoneSTAR shall be capable of allowing a user to enter supplemental information on a W-1 if the user indicates a well is Horizontally or Directionally drilled.
- LoneSTAR shall be capable of allowing a user to enter well and permit specific information on a W-1.
- LoneSTAR shall be capable of allowing a user to enter information on oil and gas Fields Information related to a W-1.
- LoneSTAR shall be capable of allowing a user to select one or many oil and gas fields on a drilling permit.
- LoneSTAR shall be capable of allowing a user to associate or remove association to one-to-many Oil Fields to a W-1.
- LoneSTAR shall be capable of allowing a user to select oil and gas Fields.
- LoneSTAR shall be capable of allowing a user to enter information currently on the W-1 Field Addendum form.
- LoneSTAR shall be capable of allowing a user to enter information currently on the W-1A form if indicating that one or more fields associated with the W-1 are applying for substandard acreage.
- LoneSTAR shall allow a user to enter information related to substandard acreage on the W-1.
- LoneSTAR shall be capable of allowing a user to indicate that an Operator filing a W-1 has Pooling Authority.
- LoneSTAR shall be capable of allowing a user to associate a Completion Report to a W-1.
- LoneSTAR shall be capable of allowing a user to view and select information on Statewide Rule 13 formations related to a W-1.
- LoneSTAR shall be capable of allowing a user to initiate a SWR 13 exception request and set business rules for approval.
- LoneSTAR shall be capable of allowing a user to enter a description of proposed work associated with a W-1.
- LoneSTAR shall be capable of displaying an indicator if a groundwater determination is needed for an existing well.
- LoneStar shall be capable of analyzing whether a groundwater determination is needed.
- LoneSTAR shall be capable of allowing applicants the ability to initiate a Groundwater Protection Determination (GW-2).

Appendix B Drilling Permit Requirements

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- LoneSTAR shall be capable of allowing a user to associate one or more Groundwater Protection Determination Requests with a W-1.
- LoneSTAR shall be capable of allowing user to enter information on Operator Assertions related to a W-1.
- LoneSTAR shall be capable of allowing a user to upload and populate a W-1 as an Electronic Data Download (EDD).
- LoneSTAR shall be capable of allowing a user to upload and file a W-1 through a B2G interface.
- LoneSTAR shall be capable of calculating a fee for a submitted W-1.
- LoneSTAR shall be capable of displaying a checklist for reviewers on a W-1.
- LoneSTAR shall be capable of reviewing tasks' statuses associated with a submitted W-1.
- LoneSTAR shall be capable of confirming that an Internal User entered RMS number exists in the RMS system.
- LoneSTAR shall be capable of allowing a reviewer to select and enter parameters to generate correspondence associated with a W-1.
- LoneSTAR shall be capable of allowing a reviewer to generate exception letters when processing a W-1.
- LoneSTAR shall be capable of sending exception letters prior to a permit approval.
- LoneSTAR shall be capable of allowing a reviewer to enter restrictions associated with a final determination on a submitted W-1.
- LoneSTAR shall be capable of allowing a user to generate a Permit when approving a W-1.
- LoneSTAR shall be capable of displaying financial assurances associated to a specific drilling permit.

APPENDIX C
COMPLETIONS REQUIREMENTS

This is the 2019 collection of Completions requirements; these requirements will be further defined as part of the analysis activities of the Work Order and Work Plan implementation.

- LoneSTAR shall be capable of allowing a user to submit a Completion Report.
- LoneSTAR shall be capable of allowing a user to upload and populate a Completion Report as an EDD.
- LoneSTAR shall be capable of allowing a user to upload and file a Completion Report through a B2G interface.
- LoneSTAR shall be capable of allowing a user to enter well information related to a Completion Report.
- LoneSTAR shall be capable of allowing a user to select the well types on a Well Completion report.
- LoneSTAR shall be capable of allowing a user to enter W-2 data on a Completion Report.
- LoneSTAR shall be capable of allowing a user to enter and select G-1 data on a Completion Report.
- LoneSTAR shall be capable of pre-populating the completion online form with data from the approved well permit.
- LoneSTAR shall be capable of providing a link to the GIS application to display the location of the API.
- LoneSTAR shall be capable of allowing a user to select Field data included on the W-1 Field Addendum on a Completion Report.
- LoneSTAR shall be capable of allowing a user to enter one or more formation records on a Completion Report.
- LoneSTAR shall be capable of allowing a user to enter geologic information associated with a Completion Report.
- LoneSTAR shall be capable of allowing a user to enter Wellbore, Well Feature, Cement, and Cement Class information on a well associated with a Completion Report.
- LoneSTAR shall be capable of allowing users to select a W-15 to pre-populate the Features and Cement data in the completion form.
- LoneSTAR shall be capable of allowing a user to enter Completion and Perforation information on a well associated with a Completion Report
- LoneSTAR shall be capable of allowing a user to enter Completion Intervals and Perforation information associated to a well on a Completion Report.
- LoneSTAR shall be capable of allowing a user to enter information on Tests and associate completed tests when submitting a Completion Report.
- LoneSTAR shall be capable of allowing a user to enter information on the work completed on a well associated with a Completion Report.
- LoneSTAR shall be capable of allowing a user to associate one or more Groundwater Protection Determination Requests with a Completion Report.
- LoneSTAR shall be capable of allowing a user to upload and associate multiple Well Log files to a Completion Report.
- LoneSTAR shall be capable of allowing a user to enter data on a Directional Survey submission associated to a Completion Report.

APPENDIX C
COMPLETIONS REQUIREMENTS

- LoneSTAR shall be capable of allowing a user to indicate that an Operator filing a Completion Report has Pooling Authority.
- LoneSTAR shall be capable of allowing a user to associate documents and reports to a Completion Report as a file upload.
- LoneSTAR shall be capable of allowing a user to enter and select data related to the W-12 inclination information on a Completion Report.
- LoneSTAR shall be capable of creating a PDF from the data in the completion form for the RRC L-1 form.
- LoneSTAR shall be capable of creating a PDF from the data in the completion form for the RRC W-4 form.
- LoneSTAR shall be capable of creating a PDF from the data in the completion form for the RRC G-5 form.
- LoneSTAR shall be capable of creating a PDF from the data in the completion form for the RRC G-10 form.
- LoneSTAR shall be capable of receiving Operator reported well stimulation disclosure information from FracFocus.
- LoneSTAR shall be capable of displaying Operator reported well stimulation disclosure information from FracFocus.
- LoneSTAR shall be capable of Notifying Operators that their FracFocus submission is overdue per SWR29.
- LoneSTAR shall be capable of Notifying Operators that their FracFocus submission has become a compliance issue per Statewide Rule (SWR) 29.
- LoneSTAR shall be capable of generating a P-4 form snapshot.
- LoneSTAR shall be capable of allowing a user to enter information on a P-4.
- LoneSTAR shall be capable of allowing a user to associate a P-4 to a Completion Report.
- LoneSTAR shall be capable of allowing a user to enter P-4 related information on a form.
- LoneSTAR shall be capable of allowing user to enter P-4 related data needed to approve a completion report.
- LoneSTAR shall be capable of reviewing tasks' statuses associated with a submitted P-4.
- LoneSTAR shall provide the ability for External Users to delete a Packet if it has not been previously submitted.
- LoneSTAR shall provide the ability for Internal Users to delete a packet regardless of status.
- LoneSTAR shall be capable of allowing Internal User to provide an overall status for a Completions Packet.
- LoneSTAR shall be capable of generating a Completions Packet notice when an Internal Users sets the overall Completions Packet status.
- LoneSTAR shall be capable of allowing user the ability to search for packets.
- LoneSTAR shall be capable of associating one to many online forms to create a packet.
- LoneSTAR shall be capable of displaying a packet overview page for a single packet.
- LoneSTAR shall be capable of allowing Internal Users the ability to lock, unlock individual online forms within a packet. Locking prevents External Users from updating the locked component.

APPENDIX C
COMPLETIONS REQUIREMENTS

- LoneSTAR shall be capable of allowing Internal Users the ability to lock, unlock individual online form steps within an online form with a packet. Locking prevents External Users from updating the locked component.
- LoneSTAR shall be capable of requiring specific forms to be included in a packet.
- LoneSTAR shall be capable of allowing Internal user to manually add or remove online forms from a packet.
- LoneSTAR shall be capable of allowing Internal Users the ability to disposition individual online forms within a packet.
- LoneSTAR shall be capable of allowing Internal Users the ability to disposition the overall packet.
- LoneSTAR shall provide the ability for Internal User to associate a packet to other packets.
- LoneSTAR shall be able to display changes within a packet when the packet is returned from an External user.
- LoneSTAR shall be capable of displaying attachments within a packet.
- LoneSTAR shall provide the ability for Internal User to assign or unassign user to individual online forms within a packet.
- LoneSTAR shall be capable of displaying error and warning messages in the packet overview page.
- LoneSTAR shall be capable of indicating that the corresponding drilling permit has an approved completion report when a completion report is approved.
- LoneSTAR shall be capable of generating a Completion Report.
- LoneSTAR shall be capable of reviewing tasks' statuses associated with a submitted Completion Report.

APPENDIX D
NEEDS ASSESSMENT REPORT



APPENDIX D
NEEDS ASSESSMENT REPORT

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1 EXECUTIVE SUMMARY

Built in 1988, RBDMS is a suite of integrated software products that helps State agencies regulate, oversee, and manage oil, gas and Underground Injection Control (UIC) facilities and activities. For over 30 years, GWPC has implemented RBDMS in 20 States and provided oil and gas well management subject matter expertise to many more. Originally a Microsoft Access application, today RBDMS is a modern, web-enabled, service-oriented enterprise application. RBDMS' success and longevity as an industry leader is largely attributed to its capacity for customization required by States while maintaining core capabilities applicable across all States.

The first step in considering RBDMS for implementation is determining the degree to which RBDMS meets the needs of the target State regulatory agency. This is achieved through a needs assessment process. GWPC has successfully completed many needs assessment projects, with the most recent being California, Alaska, and North Dakota. National interest in RBDMS continues to grow, with the Texas Railroad Commission (RRC) representing the fourth State regulatory agency in the last five years to move forward with a comprehensive RBDMS needs assessment project. The results of this effort are described throughout this document.

The RRC RBDMS needs assessment was guided by a methodology built upon industry best practices and lessons learned from experience spanning 30 years. The methodology drove a process that began with a detailed examination of RRC RBDMS capabilities and requirements organized along functional, technical, and data tracks. Working closely with RRC subject matter experts, information was reviewed and analyzed with the objective of identifying and documenting gaps between RBDMS and RRC's needs. Each track operated independently, so weekly checkpoints were implemented to facilitate communication between tracks resulting in a more comprehensive fit/gap analysis. The primary output was an inventory of new and modified components; whereby a component represents a discrete work item required to deliver one or more RBDMS capabilities. Web pages, batch processes, and data conversion sources are examples of component types.

RBDMS is a mature, enterprise system with features and capabilities supported by over 2000 functional components, 170+ technical components, and more than 4000 data elements across 6 databases. Despite this, implementing RBDMS for RRC will be a significant undertaking with many challenges. The first step in mitigating these challenges is acknowledging they exist and putting in place a strategy to manage them. The RBDMS delivery release strategy serves this purpose. The knowledge gained during the RRC RBDMS needs assessment effort and our experience implementing RBDMS in other large states, helped shape our recommended release strategy for RRC. The release strategy communicates the number of software releases required to implement the solution, and the capabilities delivered in each release. Below is the proposed RBDMS release strategy for RRC.

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Figure 1 - RRC RBDMS Proposed Release Strategy

The following key considerations and constraints helped inform the proposed RBDMS release strategy for RRC:

- Data bridging – keeping RBDMS and RRC legacy systems in sync until the final release is delivered
- Budget/cost – release 1 budget is known and fixed; funding for releases 2, 3, and 4 are yet to be secured
- Functional grouping – avoid splitting critical dependencies across multiple releases
- Stakeholder impacts – manage resource constraints and mitigate business area disruptions

Additional details regarding the release strategy approach are described in Section 4, Release Strategy. Each release delivers capabilities based on defined components. These components are outlined in detail in the Functional Components by Release section (See Section 4.1) and the Functional Component Spreadsheets (See Section 6).

The RRC RBDMS needs assessment concludes with a comprehensive set of findings that communicate how RBDMS will be enhanced to support RRC's needs. Overall, although RRC is a very large organization with many processes unique to RRC, RBDMS "out of the box" can support a great deal of RRC requirements with limited to no changes necessary. However, those capabilities unique to RRC represent significant enhancements to RBDMS. For example, the capabilities listed below will be new to RBDMS and represent a significant effort and degree of complexity.

- Environmental Permitting
- P5 Renewal Batch
- Well Management (Field Management and Production Allowables)

APPENDIX D NEEDS ASSESSMENT REPORT

- Permanent system interfaces – Salesforce (CASES), payment portal, Inspection Compliance Enforcement (ICE), and others

On the technical front, RBDMS is well aligned with RRC's technical requirements. Gaps do exist, but largely in areas seen with most implementations of RBDMS. Those areas being security, integration, and document management. For example, RRC will leverage ForgeRock for external user security with single sign-on. This will be new to RBDMS. RRC also integrates with a central print vendor and performs address verification. These integrations, including various utilities such as MuleSoft, are unique to RRC and as such require enhancements to the RBDMS technical architecture.

With respect to data, the RBDMS relational data model is well-suited to support customization across implementations. Where capabilities align between RBDMS and RRC, so do the data structures and corresponding elements. For the RRC implementation of RBDMS, effort and complexity are derived from the following challenges unique to RRC:

- Quantity of RRC data sources
- Diversity of RRC data source technologies; mainframe, Oracle, spreadsheets, flat files, etc.
- Redundancy of data across RRC data sources; identifying source of truth
- Data synchronization between RBDMS and RRC over four releases
- New data structures to support new functional and technical capabilities

These challenges also require significant effort on the part of RRC's technical staff and subject matter experts. As a result, additional planning and expectation setting is needed.

Despite the effort and challenges described, the needs assessment findings confirm our pre-assessment assertion that RBDMS is a good fit for RRC. Out of the box, RBDMS delivers much of the functionality required for RRC. Where customization of existing capabilities and new functionality are required, we will leverage our experience, methodology, technology, and tools to deliver RBDMS on time and on budget.

2 RBDMS FUNCTIONAL COMPONENT TYPES AND RELATIONSHIPS

This section provides an overview of the different RBDMS functional component types and how they interact with each other. RBDMS component types include batch jobs, electronic data deliverables (EDDs) and business to government (B2G) capabilities, interfaces, notices, online forms, pages, reports and workflows.

2.1 Batch Jobs

Batch Jobs are automated processes that typically run on a defined schedule and process large record sets of varying structures. For example, a batch job could be used to generate and send an annual notice to all active operators in RBDMS. This batch job would trigger once a year, would typically run after hours,

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and would generate all the needed notices based on the defined rules. Depending on business need, a batch job may be triggered by a workflow or from a user action on a page. Batch job components are numbered uniquely in the Functional Component Spreadsheet, Component # column, with a leading label of "BD".

2.2 EDDs/B2Gs

RBDMS data intake processes Electronic Data Delivery (EDD) and Business to Government (B2G) assist in the population of online forms (see Section 2.4). Large operators may prefer to submit online forms electronically instead of manually entering them through online forms, so EDDs and B2Gs help to automate submissions. Excel, XML, or Text file layouts are supported for EDDs while B2Gs supports XML layouts. EDDs are uploaded within an online form in order to populate it and B2Gs take this a step further by allowing operators to upload an XML file populated with online form data into a directory for automated processing by RBDMS. EDD/B2G components are numbered uniquely in the Functional Component Spreadsheet, Component # column, with a leading label of "EICD".

2.3 Interfaces

Two types of interface components are available in RBDMS and are described below. Interface components are numbered uniquely in the Functional Component Spreadsheet, Component # column, with a leading label of "INT".

2.3.1 Permanent Interfaces

Permanent interfaces are integrations between RBDMS and another system (payment processing, for example). These types of interfaces are typically service calls but can also be direct data movement. Permanent interfaces will remain in place after Release 4 of RBDMS.

2.3.2 Temporary Bridges

Temporary bridges are used to move data from RBDMS to another database or vice versa during the phased implementation of RBDMS. As a legacy system is retired, so are the temporary bridges to it. After Release 4 of RBDMS, no temporary bridges should remain active.

2.4 Notices

Two types of notice components are available in RBDMS and are described below. Notice components are numbered uniquely in the Functional Component Spreadsheet, Component # column, with a leading label of "ND".

2.4.1 Outbound Notices

Notices are documents generated from RBDMS that typically require mailing to users through the central print facility. Notices are most often generated from a workflow as a result of an online form submission, however a notice could also be generated from a user action on a page.

2.4.2 Snapshots

Snapshots store point-in-time data captured in an RBDMS online form (see Section 2.5). This is useful, for example, when a user needs to see the history of what an online form looked like when an operator submitted it. The final reviewer may change the data before approving it, so snapshots keep a record of

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different points in the life of an online form. Snapshots can then be viewed within RBDMS in a user-friendly format.

2.5 Online Forms

Online Forms are the web-based equivalent of a paper form. Online Forms are the primary method for entering, validating, and processing data in RBDMS. Internal RRC users can submit forms (based on a received paper form) or oil & gas operators and other external users can submit online forms. Online forms contain data validation rules that are enforced prior to an online form submission. Online forms are self-guided, multi-step “wizard like” entry sections where the user is prompted to enter data across several screens. Although not required, most online forms are reviewed by one or more internal users after they are submitted. The review processes, which are defined in system workflows (see Section 2.8), can be very complex and have many branches depending on different conditions. Once an online form is approved, the associated workflow also handles post-approval tasks such as accepting the submitted data, generating PDF notices, emailing the form submitter, and other necessary tasks. Online form components are numbered uniquely in the Functional Component Spreadsheet, Component # column, with a leading label of “OFD”.

2.6 Pages

Pages are components used to display and search for data in RBDMS. Two types of pages are available in RBDMS and are described below. Page components are numbered uniquely in the Functional Component Spreadsheet, Component # column, with a leading label of “PD”.

2.6.1 List Pages

List pages display many records of the same type (such as well records) in a grid format, allowing the user to search, sort, filter and export the data.

2.6.2 Detail Pages

Detail pages show detailed data about a specific RBDMS record (such as all data pertaining to a single well).

2.7 Reports

Reports are pre-defined views of RBDMS data that can be output in several different formats, including PDF, Excel, and Word. Reports are used by internal users for analyzing metrics and data in RBDMS. In some cases, a report may be generated and uploaded to a website available to the public in order to provide system data. Report components are numbered uniquely in the Functional Component Spreadsheet, Component # column, with a leading label of “RD”.

2.8 Workflows

Workflows are used to facilitate online form reviews (typically through one or more user tasks), and post-approval tasks such as generating email notifications, notices, snapshots, and migrating data. Workflow components are numbered uniquely in the Functional Component Spreadsheet, Component # column, with a leading label of “WD”.

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2.9 RBDMS Component Relationships

2.9.1 RBDMS Application Flow

This section describes the typical flow for getting data into RBDMS through an online form. These steps are:

1. A user enters data via an online form, one section at a time. In addition to directly entering data online, external users may also send in paper forms where internal users complete the online form on their behalf.
 - (1a) Alternatively, a user may choose to upload data files to populate an online form, instead of manually entering data. This can be accomplished through either an EDD or B2G.
2. The user then submits the online form for review, which triggers a workflow.
3. An internal user or users, depending on the particular workflow design, reviews the online form and completes review tasks.
 - (3a) Instead of approving an online form, an internal user may return the online form to the submitter for corrections or reject the online form submission entirely.
4. Once all review tasks are approved, the workflow performs approval tasks such as migrating the online form data into the main application for display on List and Detail pages. The workflow can also generate outbound notices, alerts, emails, and snapshots. Once all workflow tasks are complete, the workflow closes.
5. Once data is migrated to the main application, users can view it through the List and Detail pages. There are many options to sort, filter, and search for data.

For a diagram of these basic and alternate flows, see the Detail tab within the attached diagram named *RBDMS Component Relationships*.

2.9.2 RBDMS Application Areas

RBDMS is comprised of an Online Forms area and a Pages area. Data from online forms is not available to view on pages until online form content has been approved.

Online forms, workflows, EDDs/B2Gs, and snapshots are part of the Online Forms area. Workflows support the approval and processing of an online form, snapshots are point-in-time data captured from an online form, and EDDs/B2Gs are used to populate data in online forms.

List pages and detail pages are part of the Pages area. These pages display data that is housed within RBDMS.

Notices and batch jobs are part of both the Online Forms and Pages areas. Permanent interfaces and temporary bridges are also part of both the Online Forms and Pages areas. Additionally, permanent interfaces and temporary bridges interact with external systems.

For a diagram of these areas, see the High-Level tab within the attached diagram named *RBDMS Component Relationships*.

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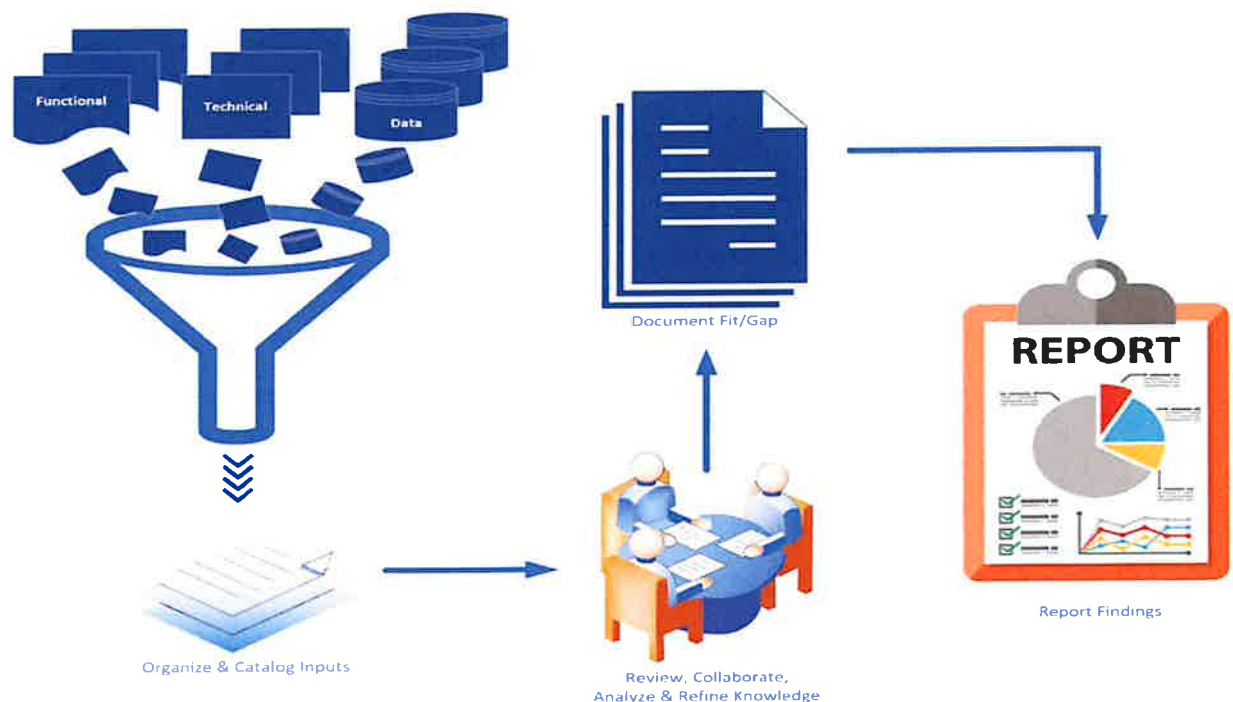
3 METHODOLOGY

The comprehensive needs assessment described in this document is the result of a highly collaborative and detail-oriented process. With the primary goal of transitioning RRC from its legacy mainframe to RBDMS, the needs assessment approach was anchored to business objectives, technical considerations, and data/legacy systems. Additional considerations included stakeholder needs and the impact on business operations.

Figure 2 - *Needs Assessment Methodology* illustrates the needs assessment methodology distilled down to five key tasks:

- Identify and collect information from RRC sources including functional, technical, and data requirements
- Organize and catalog input data
- With RRC subject matter experts (SMEs), review, analyze, and refine knowledge of information
- Document fit/gap results
- Produce detailed assessment report with findings and fit/gap solutions

Figure 2 - Needs Assessment Methodology



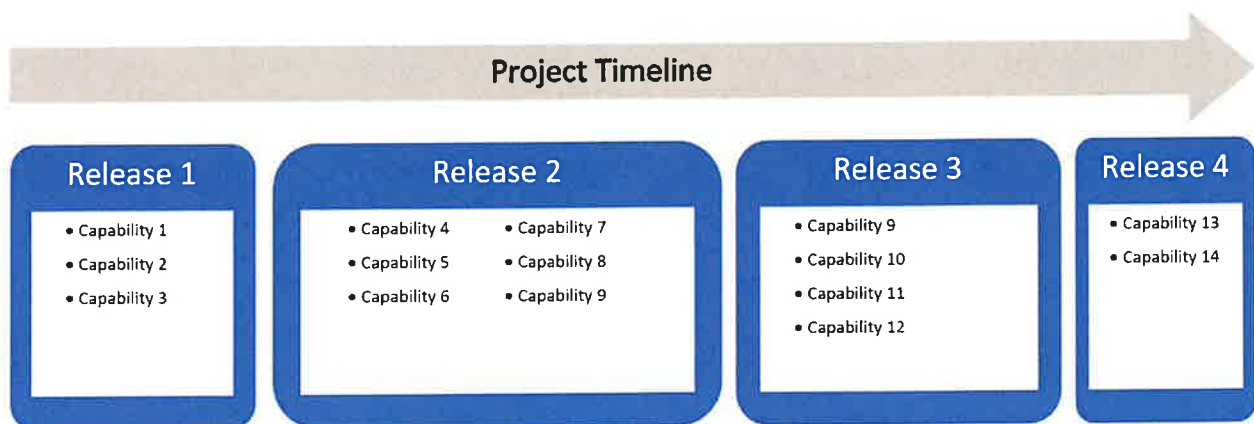
This methodology aligns with the following modernization analysis tracks: functional, technical, and data. Each track has unique inputs and outputs, but they all share two key outcomes: (1) identify gaps between RRC's needs

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and RBDMS' capabilities, and (2) document how RBDMS can be modified to reconcile those gaps.

3.1 Functional Needs Assessment Methodology

The functional needs assessment approach began with developing a draft release strategy. As illustrated in Figure 3, a release strategy communicates the project timeline, the number of releases within that timeline, and the major functional capabilities that comprise each release. This high-level view informs



the three analysis paths and can be revised as needed over the course of the assessment.

Figure 3 - Generic Release Strategy

The functional team collaborated with RRC leadership to prepare a preliminary implementation release strategy based on several key factors, including, but not limited to:

- **Business Capability Priority** – high priority business capabilities should be released earlier rather than later
- **Program Readiness** – prioritize based on business capability maturity and stability
- **Interdependence Across Business Capabilities** – avoid separating interdependent business capabilities across multiple releases and creating bifurcated processes
- **Legacy Systems** – consider legacy system obsolescence risks
- **Data Bridging** – keeping RBDMS and RRC legacy systems in sync until the final release is delivered
- **Data Conversion** – limit the number of temporary bridges where possible
- **Stakeholder Impact** – evaluate transition impacts on each user population
- **RBDMS Dependencies** – include RBDMS dependent capabilities in a single release
- **Budget/Cost** – release 1 budget is known and fixed; funding for releases 2, 3, and 4 are yet to be secured

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Next, our team evaluated the RRC's business needs against the current versions of RBDMS. This is called a fit/gap analysis. The analysis was guided by the RBDMS Functional Architecture (FA) Diagram shown in

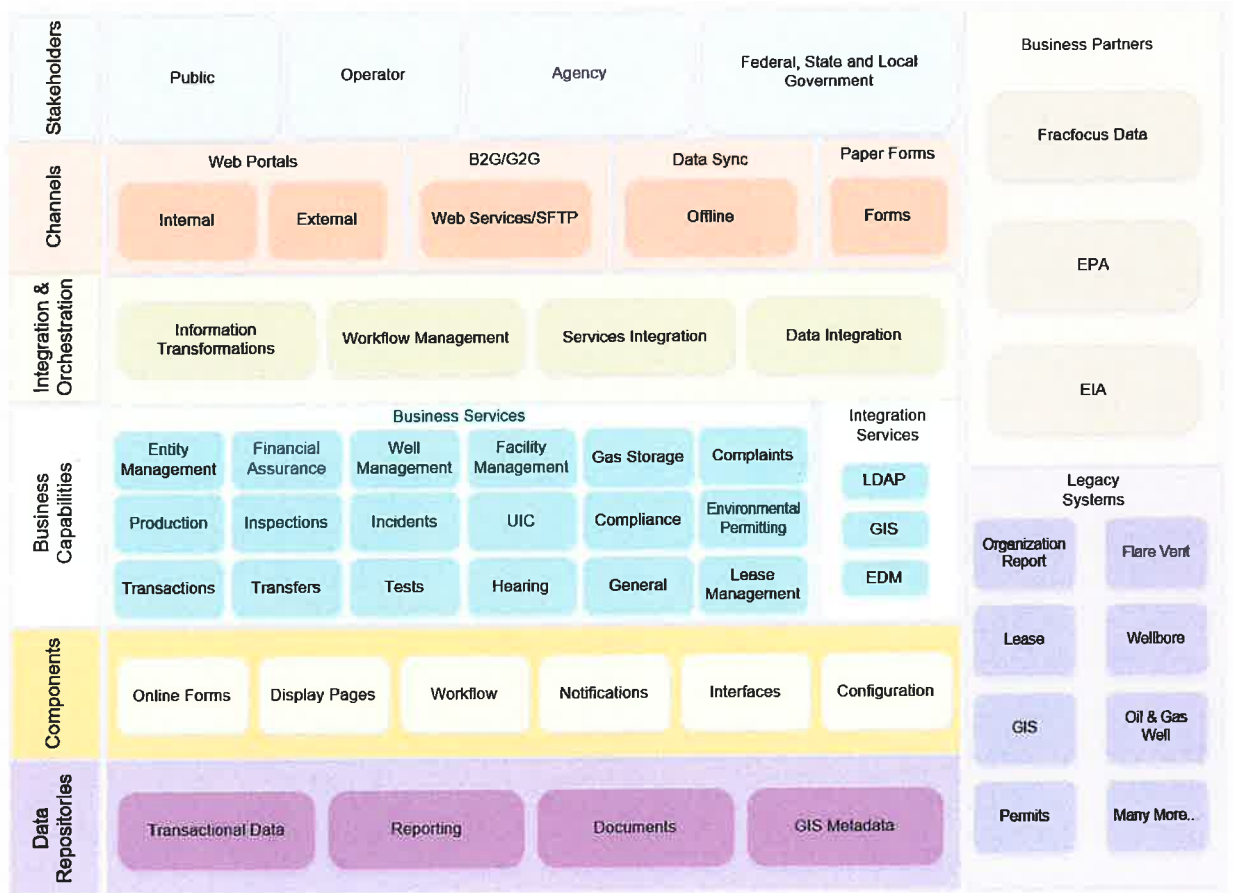


Figure 4, which provides a complete functional view of RBDMS. The fit/gap focused primarily on the eighteen business capabilities shown in the center of the figure; however, the analysis included each item in the FA diagram.

Figure 4 - Functional Architecture Diagram

The Functional Architecture includes the following layers:

Stakeholders – Stakeholders are defined as any person or group of individuals, internal or external to the organization, who will be impacted by the changes or who could have an impact on the success of the project.

Channels – Channels are specifically designed for information exchange. The FA considers any means of communication from a web portal to a paper form as a channel.

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Integration & Orchestration – This tier includes software services that work in the background for data transfer/migration, task management, and workflow. These services can be shared by many components.

Business Capabilities – The RBDMS product is divided into eighteen business capabilities: Complaints, Compliance, Entity Management, Environmental Permitting, Facility Management, Financial Assurance, General, Hearing, Incidents, Inspections, Lease Management, Production, Tests, Transactions, Transfers, UIC, Gas Storage and Well Management.

Each of these capabilities represents essential functions, processes, and technology organized around specific business needs, including what the business does or could potentially do. These RBDMS capabilities often reflect the shared needs of Oil and Gas regulators across the country.

Integration Services – These are service components that connect RBDMS business services to other services such as a GIS.

Components – Components are the software artifacts that make up the application. These are discrete elements that include batch processes, interfaces, notices, online forms, pages, reports, workflow, and supplemental documentation. Each component can be mapped to system requirements.

Data Repositories – Data repositories are used for data storage including both transactional data and metadata.

Business Partners – These groups either interface with RBDMS or occupy oversight roles.

Legacy Systems – Analysis of legacy applications and source data is important to the functional approach, and critical to both data conversion and temporary legacy interfaces.

The fit/gap analysis required commitment to an organized and thorough process. For the RRC needs assessment, we utilized an approach applied successfully on similar projects that involved fit/gaps of the RBDMS solution.

Figure 5 shows the high-level steps that comprise our functional needs assessment approach.

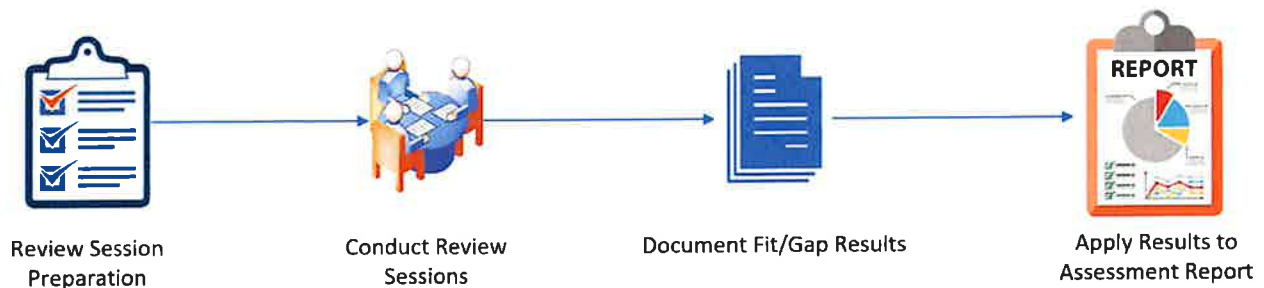


Figure 5 - Functional Assessment Approach

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Each identified functional requirement included the detail necessary to inform the creation of one or more functional components. Functional components were the key input to level of effort estimations.

Estimating a functional component level of effort required knowing the size of the effort and its complexity.

The component type for each functional component defines what type of RBDMS component is required, which is a driver in determining the complexity of the change. Using the information derived in the functional assessment sessions and analysis conducted outside those sessions, a component type, complexity rating, and modification type was applied to each functional component. With component type, complexity, and modification type defined, a level of effort was determined.

When determining a level of effort for an online form section, the number of fields and grids, the business and validation rules, and user interface features are key considerations. For a workflow, the level of effort includes the complexity of the online form review process, the complexity of migrating the online form data to the page data area, and the complexity of other workflow steps. The level of effort for an outbound notice includes the creation of the PDF notice template and the level of effort for a snapshot includes the configuration for collecting the point-in-time data. The workflow, however, includes the level of effort required to *create* the PDF and the snapshot data.

Apply Results to Assessment Report

In this final step, we applied a component type and complexity rating to each functional component for inclusion in the final Needs Assessment Report. Represented in tables and charts, key reporting results included counts by project release and component complexity.

The functional needs assessment also serves as key input for both the technical and data assessments. Key inputs include new or modified functional components driving technical modification or features, legacy system mapping to business capabilities, and impacted users.

3.2 Technical Needs Assessment Methodology

Over the past two decades, RBDMS transitioned from a simple, stand-alone Microsoft Access application to its current state as a modern, n-tier, service-oriented, distributed web application. Over this transition period, the challenge was how to make it easier for states to customize RBDMS for their needs while providing an avenue for product enhancements to be shared across states without disrupting the integrity of the core system. To address this challenge, GWPC re-built RBDMS from the ground up while preserving core capabilities and data structures.

Today's RBDMS is highly configurable and built upon open standards. This allows states to customize RBDMS to support their specific needs in areas such as business rules, workflows, interfaces, online forms, and user interface. In addition to configuration, the RBDMS technical architecture is designed to decouple core logic from common external systems supporting database management and other system capabilities. These technical

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innovations enable GWPC to implement RBDMS across multiple states with desired customizations that may remain with the State implementation or implemented into the core product for use by other states.

As a leader in Oil and Gas exploration and production, the Railroad Commission of Texas will modernize their oil and gas regulation system while also shaping new RBDMS capabilities and enhancements which benefit both RRC and the broader RBDMS community. The technical needs assessment was a key early step in this process and, along with the functional needs assessment, shaped our understanding of the changes required to support RRC and its stakeholders.

To guide the assessment process and shape the overall scope, the technical needs assessment leveraged the current RBDMS architecture categories listed below. These seventeen categories represent key RBDMS technical components and were used to organize discussions during the assessment sessions.

- Alerts
- Audit
- Batch
- Business Rules
- Data Integrity
- Data Management
- Document Management
- Infrastructure
- Integration
- Notifications
- Online Forms
- Operation
- Performance
- Reports
- Security
- User Interaction
- Workflows

Note that while a Functional Component of type "Online Form" would represent an actual Online Form type defined by the business area, the "Online Forms" architecture category would capture changes needed to the RBDMS Online Forms architecture in order to support the functional needs. The same applies for other types that overlap between Functional and Technical.

The RBDMS logical architecture diagram (Figure 6) conveys a logical view of the RBDMS application with a focus on how RBDMS application components and services are organized, and how such components and services support the application. The logical architecture served as a key reference tool throughout the assessment process.

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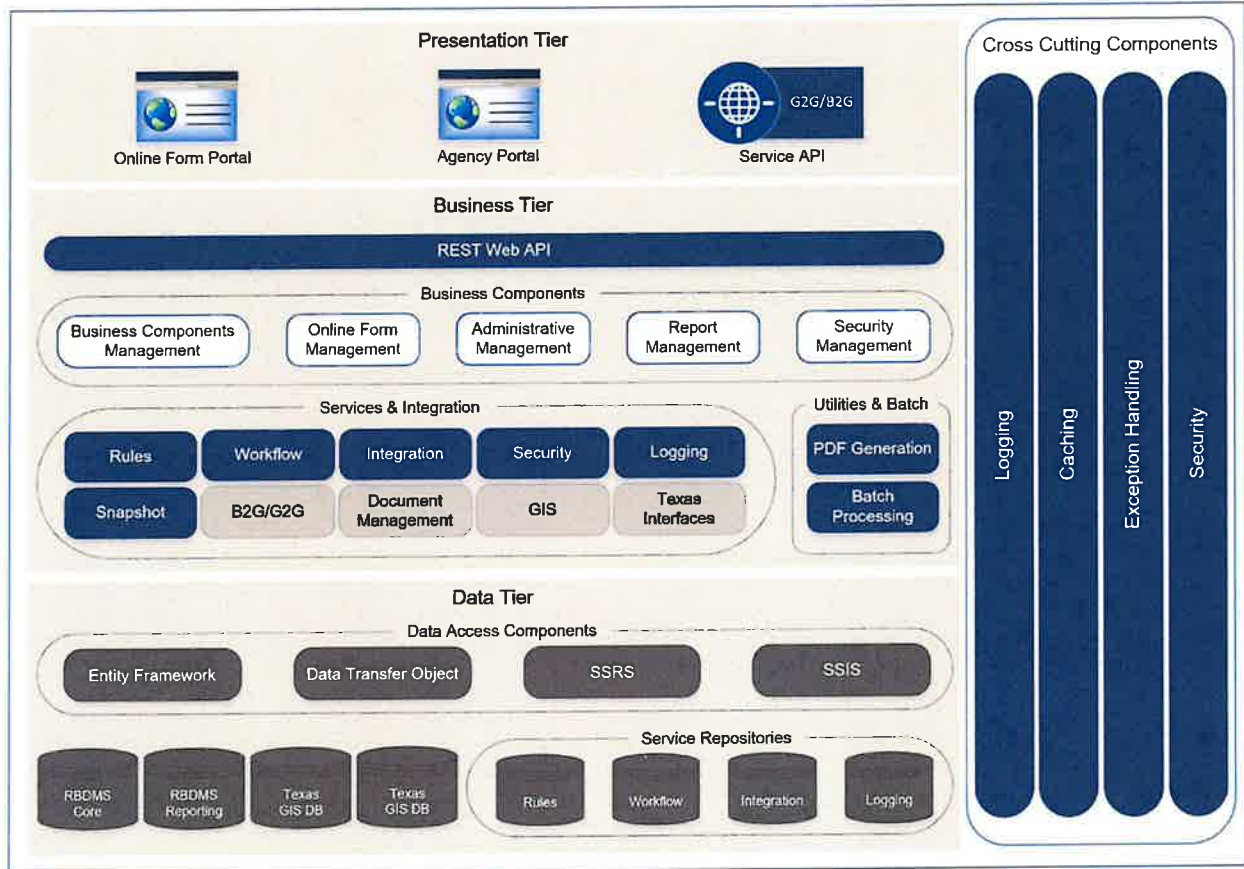


Figure 6 - RBDMS Logical Architecture

The technical needs assessment followed a disciplined, organized, and thorough process whereby the correct information was gathered, catalogued, analyzed, and applied. Like the functional needs assessment, the approach was structured around the four key steps illustrated in Figure 7.

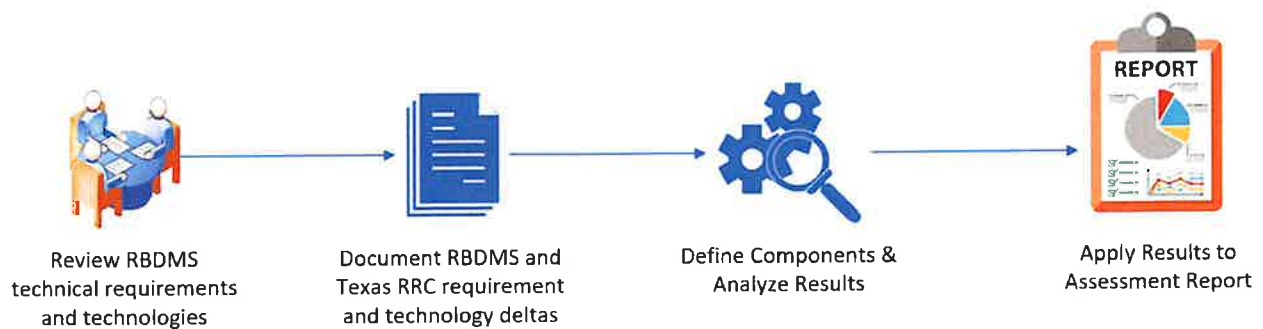


Figure 7 - Technical Assessment Approach

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Review RBDMS Technical Requirements and Technologies

In this step, we anchored RRC RBDMS technical requirements to current RBDMS technical requirements organized by architecture categories (e.g. Security, Workflows, Business Rules, Data Management, etc.). During this process, detailed discussions and demonstrations of current RBDMS technologies, and as important, current RRC technologies occurred. These discussions and demonstrations helped inform our understanding of RRC's RBDMS technology needs, constraints, and where compatibility with current RBDMS features exists.

Document RBDMS Requirements and Technology Deltas

In this next step, we conducted interactive and collaborative technical assessment sessions to review and evaluate current RBDMS technical requirements against RRC's RBDMS technical requirements and/or technology considerations. Assessment sessions focused on requirements organized by one or more architecture categories. During these sessions, each RBDMS technical requirement was discussed. As material differences were identified between existing RBDMS technical requirements and the needs of RRC, such differences were documented. Often, these differences became new RBDMS requirements or changes to existing requirements.

Define Components and Analyze Results

Here, we analyzed technical requirement deltas and transformed those requirements into discrete technical components. As each technical assessment session was completed, the results were documented in a format that communicated new requirements and those that differed from the original. In addition to the description and disposition, each documented requirement included the detail necessary to inform the creation of one or more technical components. Technical components were the key input to level of effort estimations.

Estimating a technical component level of effort required knowing the size of the effort and its complexity. The component type for each technical component defines what type of change is required, which is a driver in determining the size of the change. Using the information derived in the technical assessment sessions and analysis conducted outside those sessions, a component type and complexity rating was applied to each technical component. With component type and complexity defined, a level of effort was determined.

Apply Results to Assessment Report

In this final step, we applied a component type and complexity rating to each technical component for inclusion in the final Needs Assessment Report. Represented in tables and charts, key reporting results included counts by project release and component complexity.

3.3 Data Needs Assessment Methodology

Like the functional and technical assessments, the data needs assessment followed a disciplined, organized, and thorough process whereby the correct information was gathered, catalogued, analyzed, and applied. Figure 8 - *Data Needs Assessment Approach* describes the key tasks that support our data needs assessment approach.

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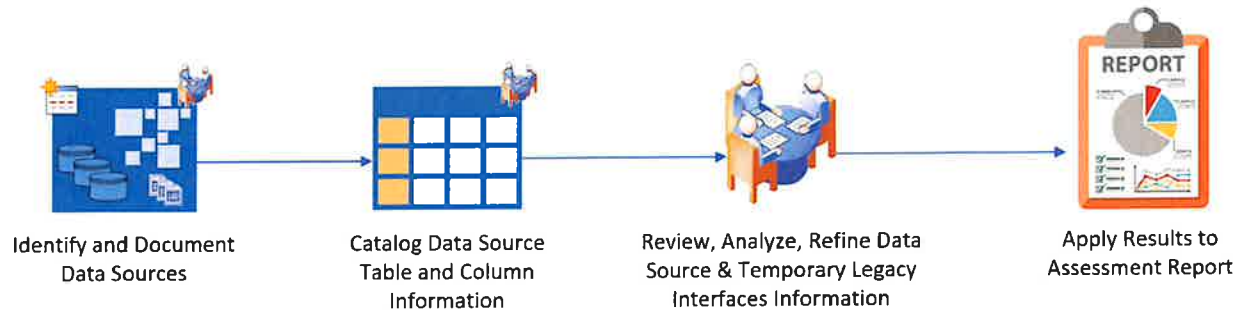


Figure 8 - Data Needs Assessment Approach

Identify and Document Data Sources

To guide the assessment process and shape the overall scope, the data needs assessment leveraged the current RBDMS data model and an inventory of data sources identified as candidates for conversion for the project. This stage of the process was a combination of data gathering and collaboration with technical and functional subject matter experts.

This information fed a data needs assessment document (spreadsheet) which included the following information:

- High-level description of the contents of each data source including related functional capabilities.
- Technology/platform of the data source (e.g. Oracle, MS Access, MS Excel, etc.).
- Data source exclusions (i.e., a listing of data sources that will not be candidates for conversion as part of the project). This mitigates “surprises” later in the project and helps answer questions for new resources joining the project who did not participate in the initial assessment.

Catalog Data Source Table and Column Information

The next step involved cataloging data source contents in the data needs assessment process. This entailed collecting detailed information for each data source, including:

- A list of source objects (tables, tabs, copylibs, etc.)
- Number of records in each table
- A list of columns in each table including data type

Review, Analyze, Refine Data Source & Temporary Bridges Information

With data sources identified and details captured, we met with RRC source system subject matter experts (SMEs) to review the data source information collected, add missing details, and make refinements as needed. Additions and changes were applied directly in the data needs assessment document. During this process, we completed the following tasks:

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- Determined and documented release number for data sources identified as candidates for conversion.
- Assigned primary functional capability. Functional capabilities included areas such as Entity Management, Well Management, and Production Where a data source may associate to multiple functional capabilities, we only assign a primary value. This prevented double-counting data source information as identified by a specified table name.
 - In a limited number of cases, a functional capability was spread across multiple releases. In this case, we used all information available to split the conversion and bridging effort across the releases as accurately as possible.
- Identified and documented temporary bridges based on the release strategy and input from the functional needs assessment. During the time between the first release and the final deployment, RBDMS will become the source of data required by legacy systems to support capabilities not yet implemented in RBDMS. Conversely, RBDMS may require data from legacy systems to support its capabilities. Focusing on Phase II of the RRC project, we identified data being converted to RBDMS that must also continue to be updated in the original data source until the necessary functional capabilities are implemented in RBDMS. We used a *Temporary Bridges* tab in the *Data Needs Assessment* document to capture the following details:
 - Description including the direction of the temporary bridge – (i.e. Legacy Data Source to RBDMS, or vice versa)
 - Data source
 - Data target
 - Estimated number of source tables (based on functional capability)
 - Interface frequency (e.g. real-time, hourly, daily, etc.)
 - Release (each temporary bridge is typically active only for a specific release, as the “ownership” of functional capabilities will change with each release, thus changing the bridging requirements)

The process of defining the release strategy and the accompanying temporary bridges was iterative and required collaborative review sessions.

Apply Results to Assessment Report

With a completed data needs assessment document, we defined the level of effort for creating the Extract, Transform, and Load (ETL) jobs for each data conversion and temporary bridge. Level of effort is based on many key factors, including:

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- The number and complexity of source tables for each functional capability
- The number and complexity of target tables for each functional capability (if known)
- Additional information gathered regarding specific areas that may have increased or decreased complexity or potential for re-use
- The number and complexity of temporary bridges

4 RELEASE STRATEGY

With any software implementation effort, the delivery strategy and timing are subject to numerous considerations such as cost, staff resources, legacy system impacts, business processes, and much more. A well-defined release strategy examines these considerations and puts in place a framework for delivering the software in a manner that meets the needs of its stakeholders while mitigating risks and unforeseen challenges.

Armed with knowledge from previous, successful implementations of RBDMS, we worked with RRC to define a release strategy that fits their needs. The release strategy communicates the number of software releases required to implement the solution, and the capabilities delivered in each release. The release strategy presented in this document includes all components identified during the needs assessment. The actual components to be implemented will be further refined in the Implementation Proposal based on additional considerations such as component priority and cost constraints.

The result for this deliverable is a release phasing strategy that spans four major software releases. The sequencing and capabilities of these releases is designed to limit disruption to stakeholders, minimize dependency on temporary interfaces, and validate the technical components of RBDMS early in the process. The result is a step-by-step approach to both retire the existing mainframe application and build upon the robust capability of RBDMS in each software release.

The release strategy is anchored to the focus areas outlined by the RRC (P-5, UIC, Environmental Permitting), but also works within the budget allowed for Release 1. This proposed release strategy means that UIC, Environmental Permitting, and the P-5 Renewal batch become available after the first release, and eliminates the need for several, expensive temporary bridges that would result from trying to make all three focus areas available at that time. By deferring Environmental Permitting and UIC, over 85% of P-5 related components and requirements can be delivered in the first release. Payment processing will also be available in the first release.

Because of the interdependence of UIC and Well Management capabilities, most of Release 2 is dedicated to delivering all components needed to permit, review, and manage wells. Release 2 also introduces limited production functionality. This release will represent the largest piece of mainframe functionality being retired as RBDMS becomes the system of record for all Well data.

Release 3 introduces Environmental Permitting capabilities and will allow Operators to submit several permit applications within RBDMS. This release also provides the ability for an Operator to report injection volumes. This release introduces many of the management tools for oil and gas data related to Compliance, Transfers, and Lease Management. Release 4 delivers the remaining capabilities including additions to Well Management and Environmental Permitting.

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Executive decisions were made to keep the current RRC ICE application as the system of record for inspections as well as keeping the existing Oil Field Clean Up (OFCU) application intact and not bringing that functionality into RBDMS.

A detailed breakdown of components by release are outlined in Section 4.1 Functional Components by Release. For a complete inventory of all RRC RBDMS components identified during the needs assessment, see the Functional Component Spreadsheets Section 6 Appendices and Attachments.

Figure 9 - *RRC RBDMS Proposed Release Strategy* illustrates the four major releases and the associated business capabilities delivered. Note that most of the business capabilities are fully implemented within a single release while others, such as General, Well Management, Environmental Permitting will have functionality distributed across multiple releases.

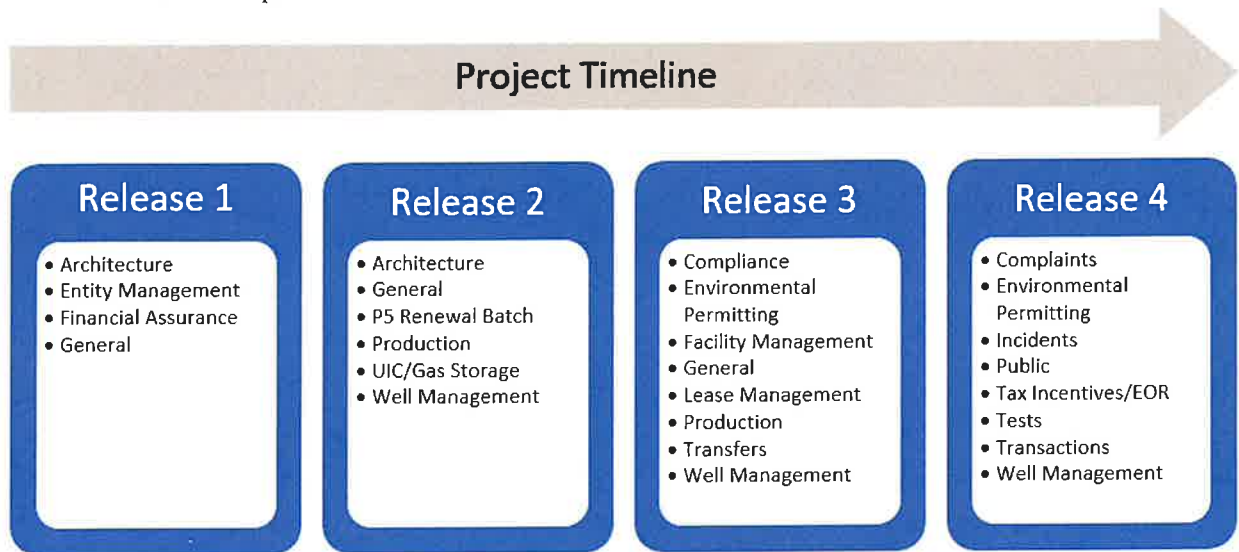


Figure 9 - RRC RBDMS Proposed Release Strategy

4.1 Functional Components by Release

Functional components were derived from a combination of baseline RBDMS functional requirements, RRC functional requirements, and the baseline RBDMS application. The RBDMS baseline consists of 949 components. Each component was evaluated during numerous RBDMS deep dive sessions with the RRC SMEs. The outcome of the sessions is a master component spreadsheet specific to RRC. The RRC component list contains 1593 functional components. Of those, 911 were reused from the RBDMS baseline and 682 are new components specific to RRC. In addition, 537 RBDMS baseline components are not required in the RRC implementation of RBDMS and are not included in the graphs and tables in the remainder of this document other than Figure 10.

The RBDMS Functional Component Types are divided into 8 categories, summarized from Section 2.

- Batch Jobs (BD): Processes that will typically run in the background to find triggers or patterns in the data

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- EDDs/B2Gs (EICD): Forms auto-populate from a file upload
- Interfaces (INT): Two types of interface components are described below.
 - Permanent Interfaces: Permanent interfaces between RBDMS and another system
 - Temporary Bridges: Temporary bridges between RBDMS and a legacy system to support the release strategy
- Notices (ND): Two types of notices are available in RBDMS and are described below.
 - Outbound Notices: Correspondences generated as a PDF document. (Depicted in graphics below as “Notices”)
 - Snapshots: Point-in-time online form data captured in the RBDMS database which can be viewed within RBDMS in a user-friendly format
- Online Forms (OFD): The web-based equivalent of a paper form. Online forms have robust User Interface (UI) logic and business rule data validations, and trigger workflows upon submission.
 - Online Form Sections – Individual sections that make up an online form. Online forms contain multiple sections, some of which are common to all online forms and some of which are customized for the specific type of online form
- Pages (PD): Pages in RBDMS may contain one or more sections. Two types of pages are available in RBDMS and are described below.
 - List pages: List pages display many records of the same type (such as well records) in a grid format, allowing the user to search, sort, filter and export the data.
 - Detail pages: Detail pages show detailed data about a specific RBDMS record (such as all data pertaining to a single well).
- Reports (RD): System-wide custom-built reports
- Workflows (WD): Facilitates online form reviews and post-approval tasks

Figure 10 shows a summary of the RRC functional components.

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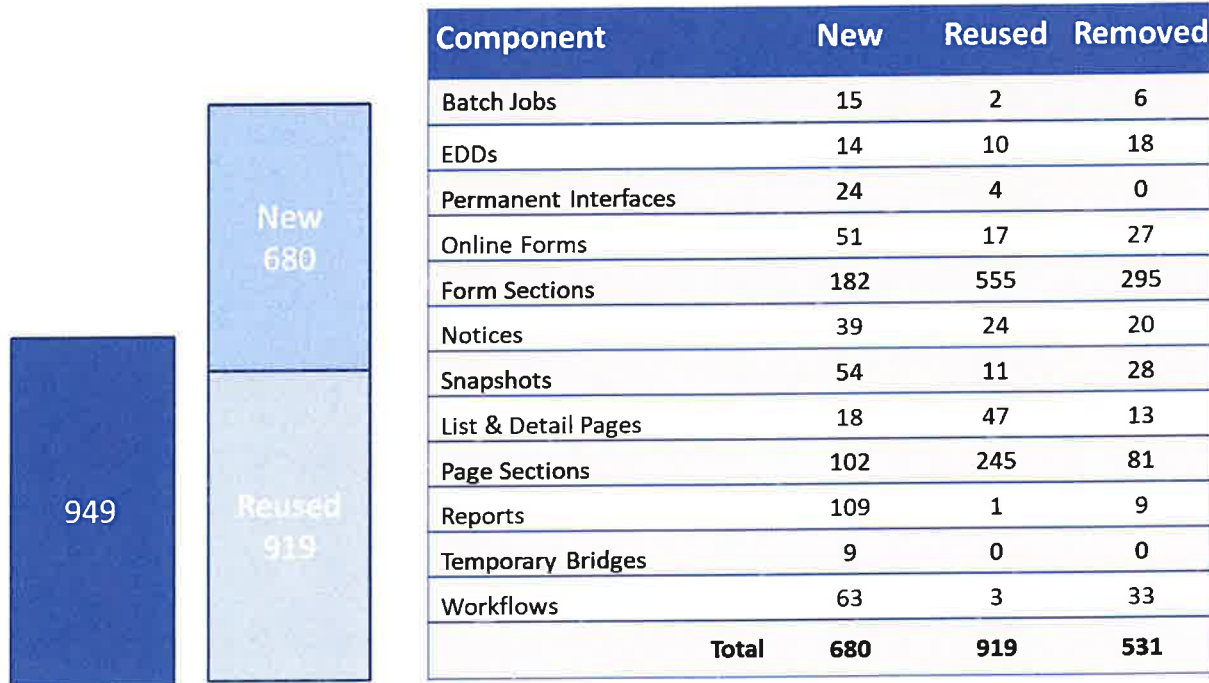


Figure 10 - RRC Functional Components by Modification Type

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RRC's implementation of RBDMS is proposed to be completed in four distinct releases. Figure 11 shows RBDMS functional components by component type within each of the four releases. Several detailed spreadsheets are in the appendix. For a detailed description of all components see the [Functional Component Spreadsheet \(includes temporary bridges\)](#) spreadsheet. For the components by functional capability see the [Functional Components by Functional Capability](#) spreadsheet and for functional components by release and functional capability see the [Functional Components by Release and Functional Capability](#) spreadsheet.

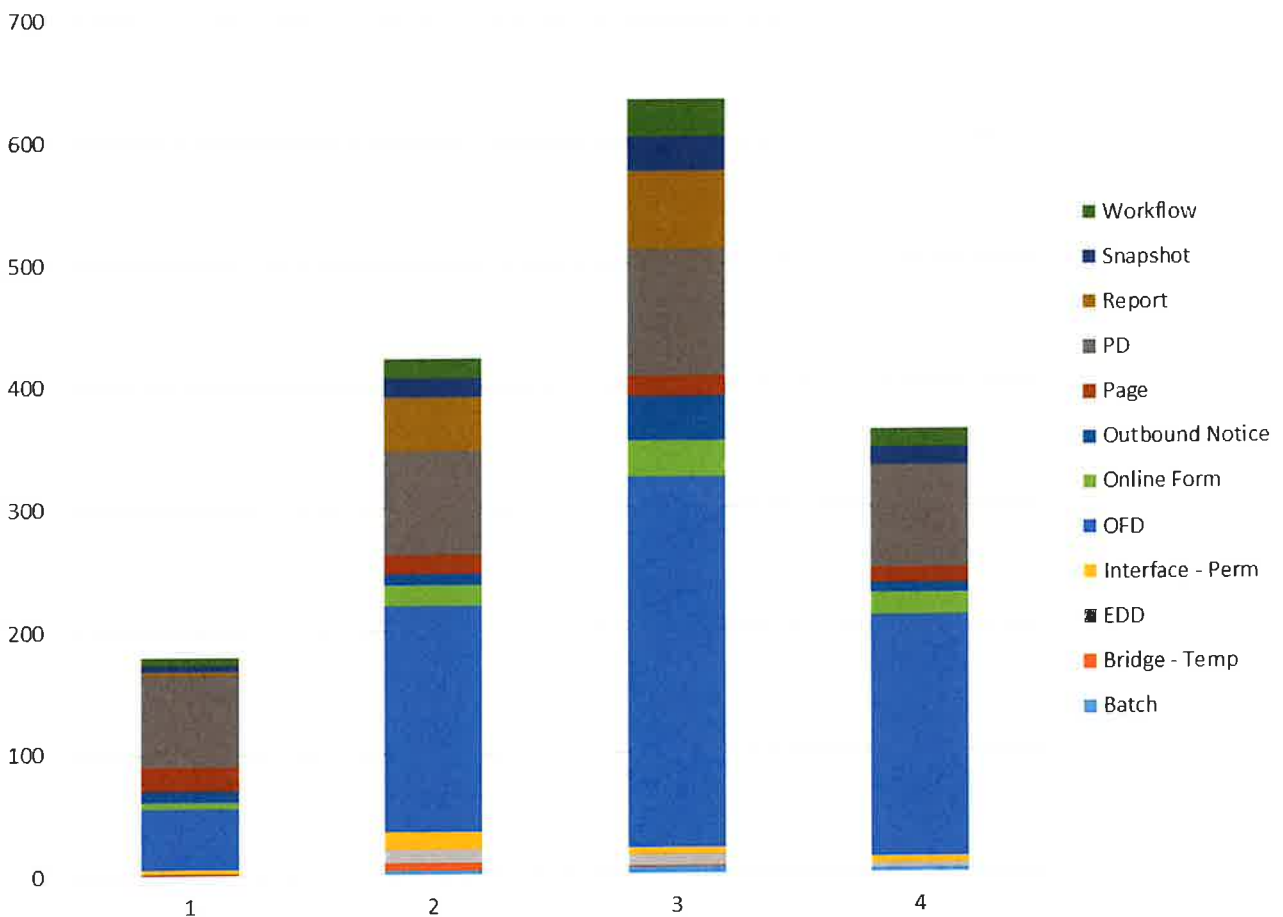


Figure 11 - Functional Components by Release & Category

Table 1 below shows the number off functional components by release and category. Of the 1600 functional components defined to support RRC's implementation of RBDMS, 179 will be delivered in the first release. An additional 424 components will be delivered in the second release, 634 in the third release followed by 363 in the fourth release.

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Component Type	Release 1	Release 2	Release 3	Release 4
Batch Jobs	0	5	7	5
EDDs	0	11	9	4
Online Forms	5	17	29	17
Form Sections	50	185	304	198
Notices	9	9	36	9
List & Detail Pages	20	16	17	12
Page Sections	75	84	104	84
Permanent Interfaces	4	14	5	5
Reports	3	44	63	0
Snapshots	5	16	29	15
Temporary Bridges	2	6	1	0
Workflows	6	16	30	14
Total	179	423	634	363
Grand Total	1599			

Table 1 - Functional Components by Release & Category

For each functional component, complexity is another important element. Complexity is a key input to both cost and resource considerations. The complexity of the component ranges from very low to very high. One caveat to that rule has to do with Online Forms and List & Detail Pages as these components have sub-components. Since each sub-component can have varying complexities it is nearly impossible to calculate a complexity for parent-level components and parent-level components are not used in any calculation other than deriving the number of Online Forms and Pages. The estimation process does not use parent-level components in any way. However, to be able to sort and filter the component spreadsheet a default complexity of Average is added to all online Forms and List & Detail Pages. The complexity of all other components is based on several factors including the items below:

- Number of fields captured or displayed
- Number and complexity of validations applied
- Number and complexity of business rules applied
- Number and complexity of integration points
- Risk factors such as undefined dependencies or outstanding project decisions

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Figure 12 shows the distribution of component complexity across each release. 25% of the components are identified as very low, 40% are low, 32% are average, 3% are high and 1% are very high complexity.

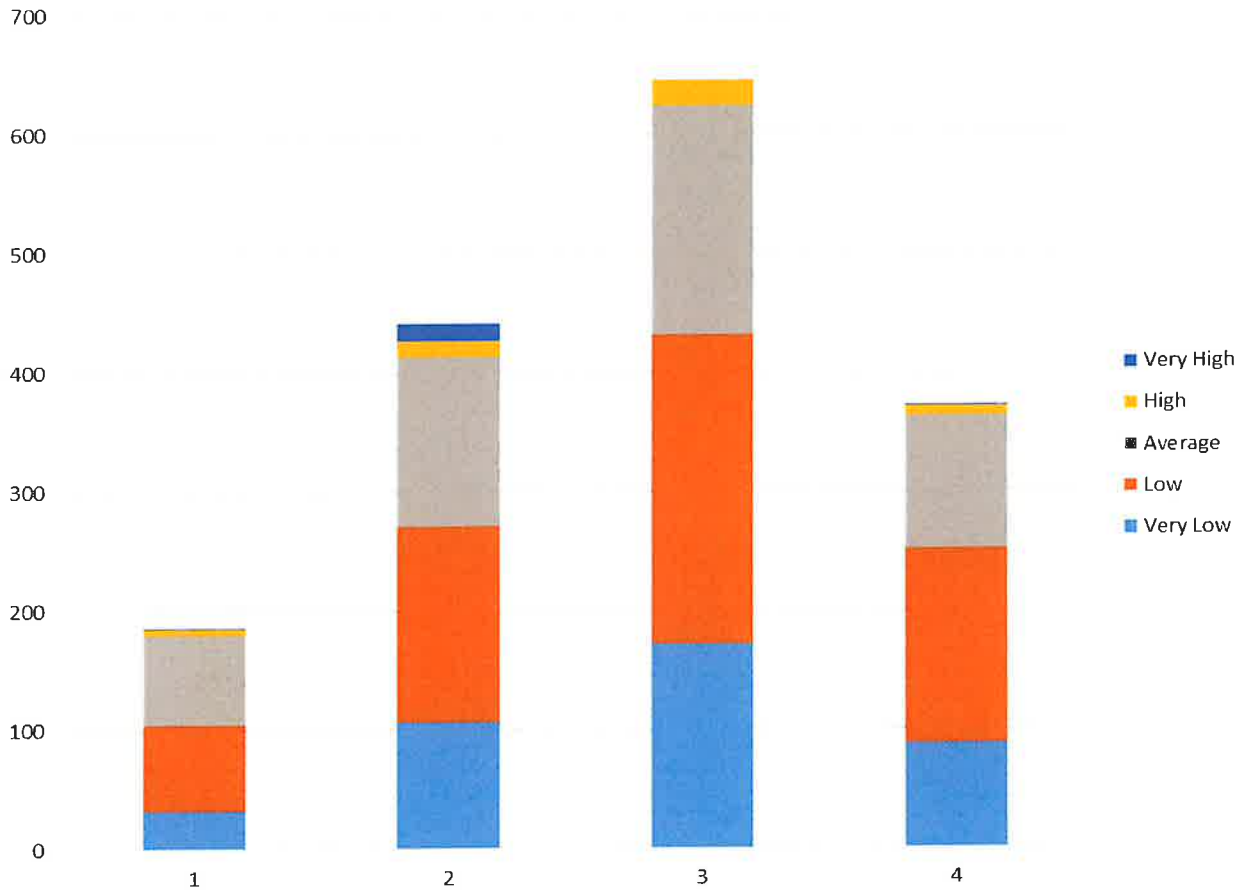


Figure 12 - Functional Components by Release & Complexity

Table 2 shows the number of functional components by release and complexity.

Complexity	Release 1	Release 2	Release 3	Release 4	Total
Very High	1	12	0	1	14
High	5	12	20	8	45
Average	75	137	193	108	513
Low	66	155	254	159	634
Very Low	32	107	167	87	393
Total	179	423	634	363	1599

Table 2 - Functional Components by Release & Complexity

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Each functional component is also measured by modification type. Modification type captures the degree of reuse for design and code modifications required to bring the baseline RBDMS component in line with RRC requirements. Another way of looking at the modification type is that it measures the size of the gap found between the RBDMS baseline and the RRC implementation. New components represent a major gap, Reuse – 4 represents a very large gap all the way down to Reuse – 0 that represents a very small to no gap. Modification types are:

- New (a new component for RBDMS 3.0 – major gap)
- Reuse – 4 (80% of the component requires modification – very large gap)
- Reuse – 3 (60% of the component requires modification – large gap)
- Reuse – 2 (40% of the component requires modification – medium gap)
- Reuse – 1 (20% of the component requires modification – small gap)
- Reuse – 0 (Limited to no modifications – very small to no gap)

Online Forms and Pages have subcomponents that roll up to indicate the modification type for the parent component. If we were able to reuse an existing RBDMS Online Form or Page, the Mod Type will be Reuse (1, 2, 3 or 4). If it is new to RBDMS the Mod Type will be New even if some of the subcomponents are Reuse.

If a requirement did not map to an existing component, then a new component was created. Figure 13 shows the modification type counts by release. A modification type of New is the costliest and requires the most time, followed by Reuse – 4, Reuse – 3, Reuse – 2, Reuse – 1 with Reuse – 0 requiring the least cost and time.

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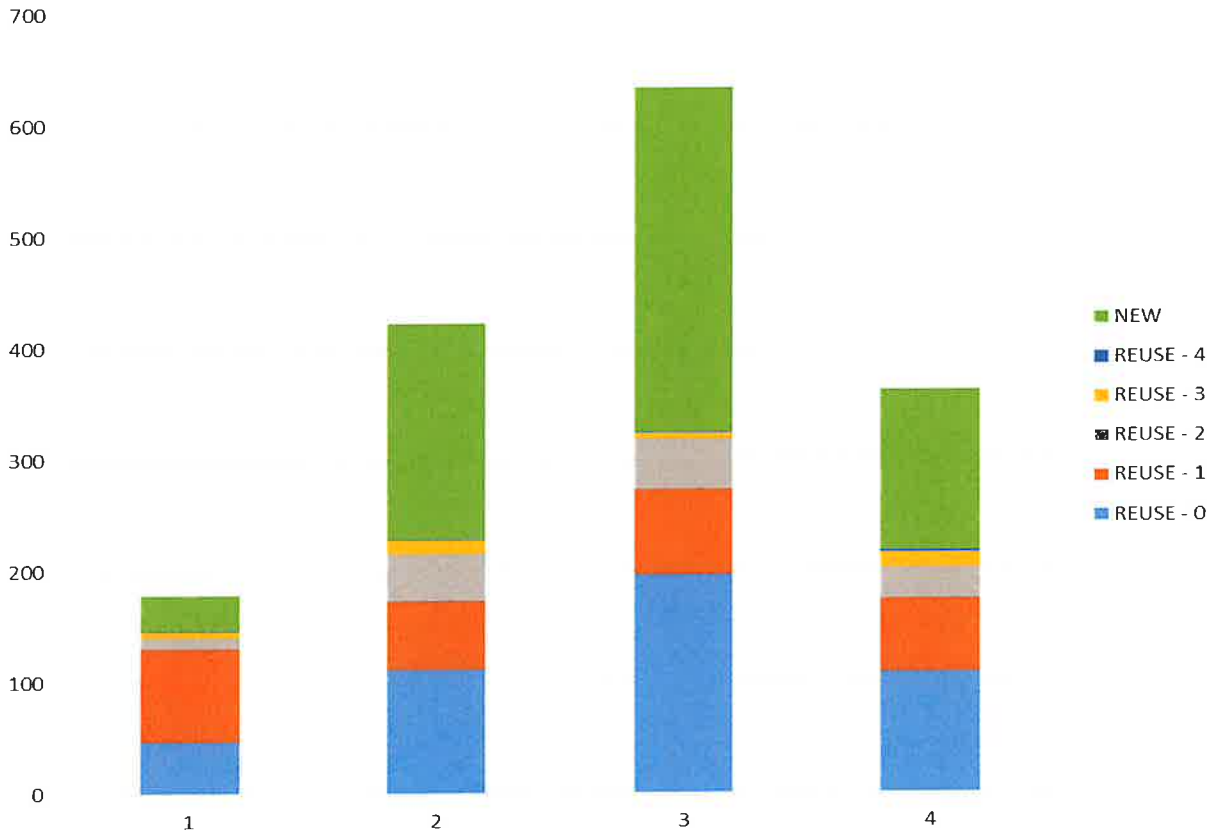


Figure 13 - Functional Components by Release & Modification Type

Table 3 shows the number of functional components by release and modification type.

Modification Type	Release 1	Release 2	Release 3	Release 4	Total
NEW	32	194	309	145	680
REUSE - 4	1	1	1	2	5
REUSE - 3	5	12	5	13	35
REUSE - 2	10	42	45	28	125
REUSE - 1	84	62	77	66	289
REUSE - 0	47	112	197	109	465
Total	179	423	634	362	1599

Table 3 - Functional Components by Release & Modification Type

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4.2 Technical Components by Release

RBDMS technical components are framework and foundational software objects implemented programmatically and/or through configuration to support RBDMS technical and functional capabilities. Each technical component is derived from one or more RBDMS technical requirements. From these requirements, we identified and documented new technical components required to support the capabilities described. Baseline technical components, which are components included in the base RBDMS product, are not included in the counts as they do not represent changes needed for RRC RBDMS. Technical components related to the hosting solution are also not included in the counts as they are addressed in detail as part of the infrastructure implementation solution. In addition to release number, component number, component name and description, each component includes the following descriptive properties:

- **Technical Architecture Category** - The architecture category of the component. These span the components and tiers from the RBDMS Logical Architecture diagram, along with cross-cutting capabilities (Figure 6 - RBDMS Logical Architecture).
- **Component Type** - The type of architecture work required by this component. This can be one of the following values:
 - RBDMS Frameworks - Core architecture changes to support application modules.
 - RBDMS Services - Supporting application architecture changes which are part of the application.
 - Other Tools & Services - Module to support integration with a third-party product.
 - RBDMS User Interface - Architecture changes to support user interface standards within the application.
- **Complexity** - The complexity of the component ranging from Very Low to Very High. Complexity is derived from the following key considerations:
 - Estimated level of design, code, and test effort in time
 - Estimated amount of available reuse
 - Estimated impact to core RBDMS frameworks
 - Estimated impact to RBDMS application and services
- **Modification Type** - A measure of each identified gap using the following scale:
 - Reuse – 1 (20% of the component requires modification).
 - Reuse – 2 (40% of the component requires modification).
 - Reuse – 3 (60% of the component requires modification).
 - Reuse – 4 (80% of the component requires modification).

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- New (a new component for RBDMS).
- Ref & Data Cleanup (No programmatic modification, only reference data and minor cleanup).
- Baseline (a baseline component for RBDMS).
- Hosting - SaaS (a component related to the SaaS hosting solution for RBDMS).
- Hosting - DIR (a component related to the DIR hosting solution for RBDMS).
- User Impact - Notes impacts to users or business processes
- Priority - The requirement's priority – Must Have, Should Have, Could Have and Would Like to Have
- Technical Requirements - A listing of the technical requirements supported by this component

The resulting RRC RBDMS technical component count is as follows:

- Across all releases – 48 components
- Release 1 - 20 components
 - Audit (1)
 - Document Management (3)
 - Infrastructure (1)
 - Integration (4)
 - Notifications (3)
 - Online Forms (3)
 - Security (4)
 - Workflow (1)
- Release 2 - 28 components
 - Batch (2)
 - Document Management (12)
 - Infrastructure (1)
 - Integration (9)
 - Online Forms (2)
 - User Interaction (2)

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RRC's implementation of RBDMS is proposed to be completed in four distinct releases. Figure 14 - *Technical Components by Release & Category* shows RBDMS technical components by technical architecture category within each of the two releases containing technical components.

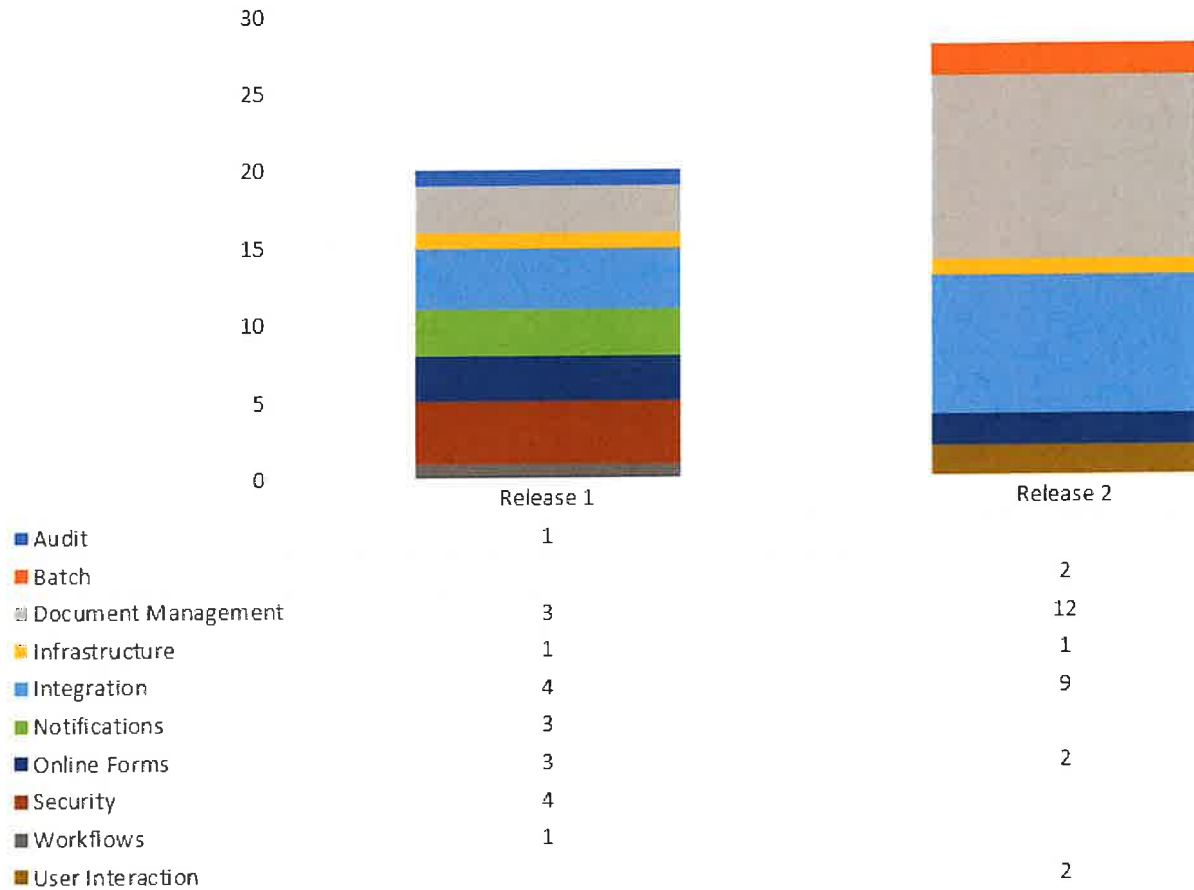


Figure 14 - Technical Components by Release & Category

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For each technical component, complexity is another important element. Complexity is a key input to both cost and resource considerations. Figure 15 - *Technical Components by Release & Complexity* shows the distribution of component complexity across each release. 23 of the 48 components are identified as very low to low complexity, while the other 25 are considered average to very high complexity.

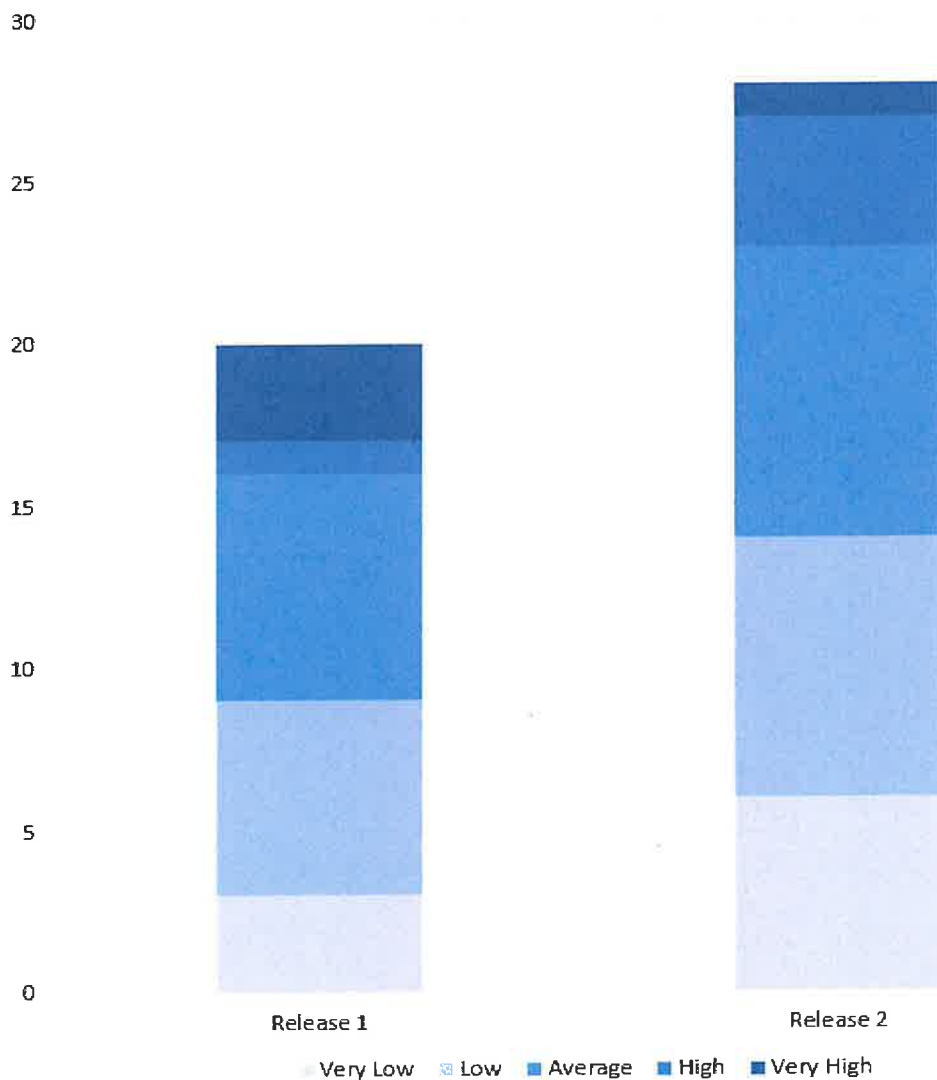


Figure 15 - Technical Components by Release & Complexity

Table 4 lists all new technical components. Additional details can be found in the attached spreadsheet named *Technical Components.xlsx*, including the complete list of baseline and hosting-related components.

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Component #	Component Name	Tech Arch Category	Complexity	Release
TECC004	Add NeuDocs Document Management connectors to RBDMS Integration Service and update RBDMS framework as needed	Document Management	Average	R1
TECC007	Add NeubusP Document Management connectors to RBDMS Integration Service and update RBDMS framework as needed	Document Management	Average	R1
TECC008	Enhance online forms Document Upload framework to support Neubus documents and URL based document references	Document Management	Average	R1
TECC012	RBDMS framework support for RRC central print.	Integration	Very High	R1
TECC015	Add HTML based email content support for notifications to RBDMS Integration service SMTP connector	Notifications	Low	R1
TECC016	Support CC in RBDMS transmitted email notifications	Notifications	Low	R1
TECC018	Create postal address verification connector in RBDMS Integration service to use Melissa Data address verification service.	Notifications	Average	R1
TECC021	Modify RBDMS online form framework navigation display to support horizontal navigation	Online Forms	Very High	R1
TECC022	Create RBDMS integration with RRC external user authentication provider (ForgeRock) using SAML2.0	Integration	Average	R1
TECC023	Implement RBDMS framework support for OAUTH2 integration with non-RBDMS services.	Integration	Low	R1
TECC024	Enhance existing SMTP integration to support email content encryption	Security	Low	R1
TECC025	Add RBDMS framework support for encryption of URL query string variables	Security	Very Low	R1
TECC026	Update RBDMS password complexity logic to support RRC requirements	Security	Low	R1
TECC027	Update RBDMS to support RRC's session timeout rules	Security	Low	R1
TECC040	Implement ForgeRock for external user single sign-on	Integration	Very Low	R1

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Component #	Component Name	Tech Arch Category	Complexity	Release
TECC041	Add system audit fields to all database tables	Audit	Very Low	R1
TECC042	Setup and configure Microsoft Azure DevOps. This includes hosting, work item tracking, and source control.	Infrastructure	Very High	R1
TECC044	Modify workflow framework to track user task history for reporting on time taken to complete an online form	Workflow	High	R1
TECC047	Snapshot service support for PDF output of dynamic snapshot views with page headers and footers	Online Forms	Average	R1
TECC051	The system shall hide review steps and review information from external users	Online Forms	Average	R1
TECC003	Create RBDMS batch processing framework to support ad-hoc, re-runnable, and cancelable batch jobs. Includes error handling and notifications.	Batch	High	R2
TECC014	Modify existing GIS mapping integration to support RRC's GIS mapping application and services.	Integration	Low	R2
TECC019	Create RBDMS online form packet solution leveraging existing Online Forms framework.	Online Forms	Very High	R2
TECC020	Modify RBDMS online form framework to support conditional section display	Online Forms	Average	R2
TECC045	Setup and configure RBDMS data replication to support GIS integration	Integration	High	R2
TECC046	Support GIS data model changes	Integration	Low	R2
TECC048	The system shall provide the ability to send an email to a configurable email address whenever a batch failure occurs.	Batch	Low	R2
TECC049	The system shall provide application monitoring with AppDynamics.	Infrastructure	High	R2
TECC050	Update NeuDocs Document Management connector in RBDMS Integration Service to be a single consolidated link to view documents by entity and update RBDMS framework as needed. Update NeuDocs service to connect through MuleSoft.	Document Management	Average	R2
TECC052	The system shall have the ability to	Document	Very Low	R2

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Component #	Component Name	Tech Arch Category	Complexity	Release
	merge multiple PDF documents into a single PDF document	Management		
TECC053	The system shall warn the user via popup if Internet Explorer is used, since this is a discontinued browser.	User Interaction	Low	R2
TECC054	The system shall warn the user via popup if the user's session is about to expire.	User Interaction	Low	R2
TECC055	The system shall support OAUTH integration with external (non-RBDMS) systems	Integration	Low	R2
TECC056	Refactor Melissa Data Address Validation to connect through MuleSoft.	Integration	Very Low	R2
TECC057	Refactor RRC Payment Portal to connect through MuleSoft.	Integration	Very Low	R2
TECC058	Refactor Secretary of State interface to connect through MuleSoft.	Integration	Very Low	R2
TECC059	Refactor NeubusP service to connect through MuleSoft.	Integration	Very Low	R2
TECC060	Refactor ForgeRock service to connect through MuleSoft.	Integration	Very Low	R2
TECC061	Integrate Active PDF WebGrabber for Notice PDF generation.	Document Management	Average	R2
TECC062	Refactor ND152 to be generated with Active PDF WebGrabber	Document Management	Average	R2
TECC063	Refactor ND153 to be generated with Active PDF WebGrabber	Document Management	Average	R2
TECC064	Refactor ND154 to be generated with Active PDF WebGrabber	Document Management	Average	R2
TECC065	Refactor ND155 to be generated with Active PDF WebGrabber	Document Management	Average	R2
TECC066	Refactor ND156 to be generated with Active PDF WebGrabber	Document Management	Average	R2
TECC067	Refactor ND001 to be generated with Active PDF WebGrabber	Document Management	High	R2
TECC068	Refactor ND003 to be generated with Active PDF WebGrabber	Document Management	Average	R2
TECC069	Refactor ND150 to be generated with Active PDF WebGrabber	Document Management	Low	R2
TECC070	Refactor ND151 to be generated with Active PDF WebGrabber	Document Management	Low	R2

Table 4 - Technical Components

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4.3 Data Components by Release

As described in the methodology, the team worked closely with RRC technical and functional resources to identify the data sources that serve as “systems of record” for each functional capability included in the scope of the project.

Figure 16 shows the number of data sources for each release, by data source type, based on our proposed release strategy.

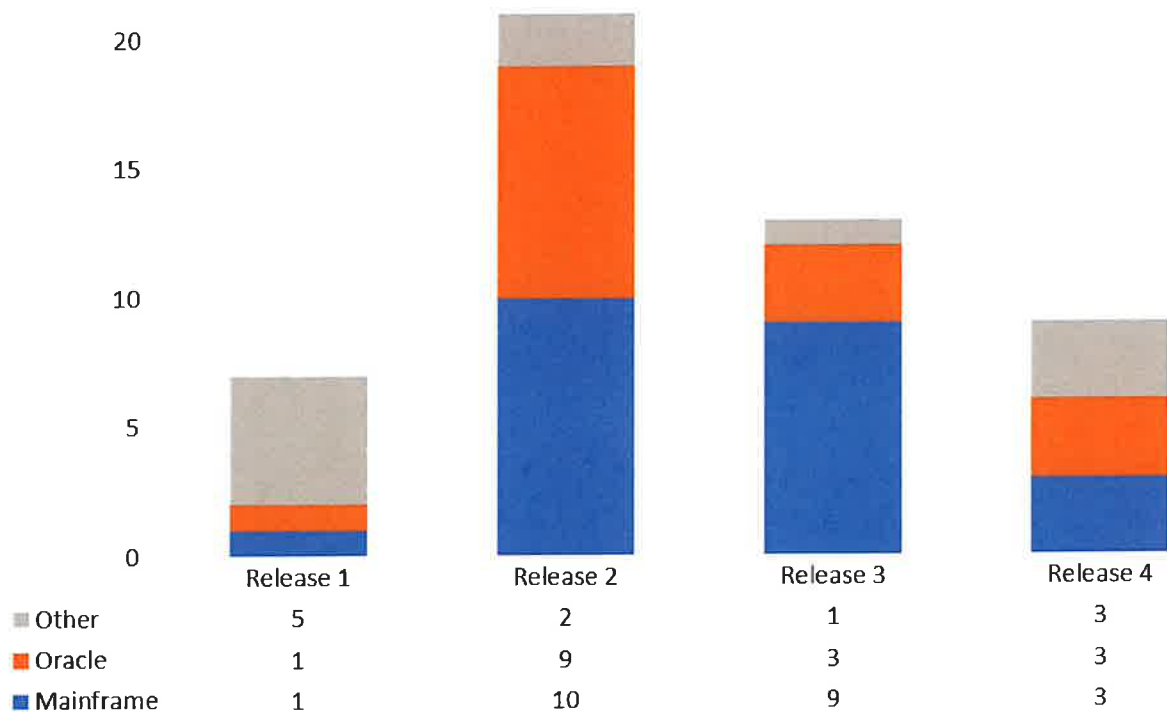


Figure 16 - Data Conversion Sources by Release

Next, each data source was assigned an estimated level of complexity for the data conversion effort of Low, Medium, or High.

When assigning level of complexity for each data source, we looked at several criteria, including:

- The count of data elements in each object
- The complexity of the data source (number of objects, number of links between objects, number of lookups required for reference data, etc.)
- The relative similarity or dissimilarity between the layout of the data elements in the data source vs the RBDMS database

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Figure 17 shows the number of data sources for each release, by complexity, based on our proposed release strategy.

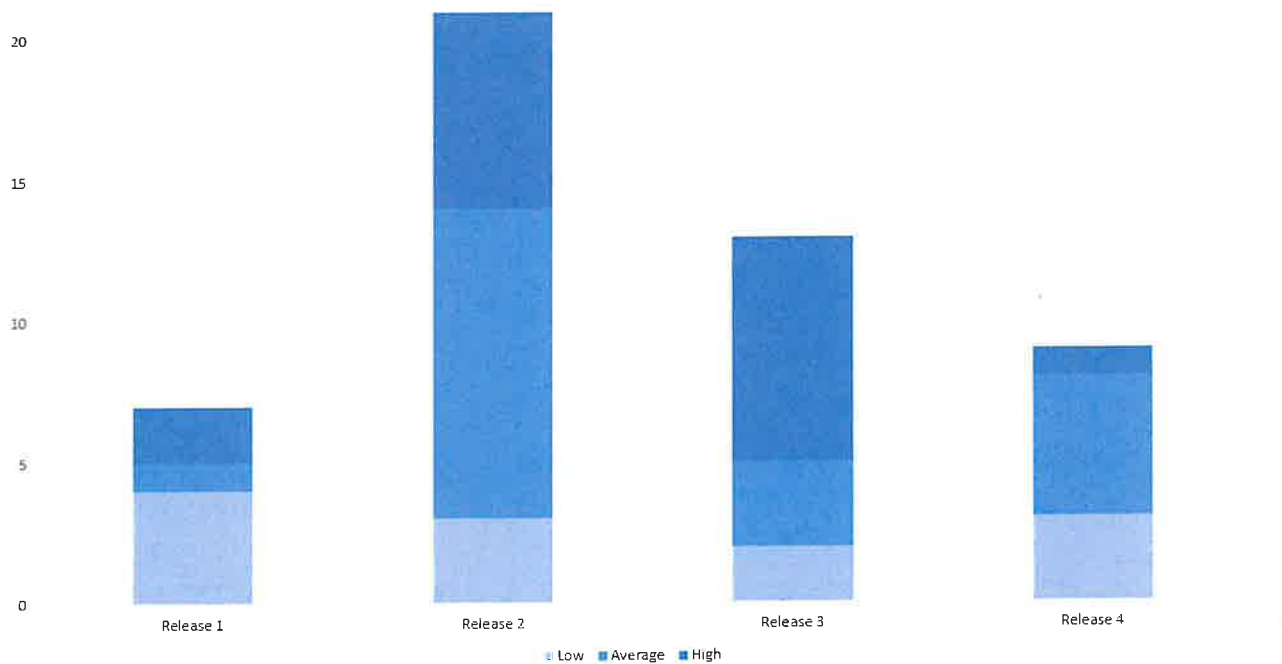


Figure 17 - Complexity of Data Conversion Sources by Release

The next step was to determine the relative size of each data conversion – that is, the number of objects to be converted. The “objects” that we counted differed for each data source type as follows:

- Mainframe – the number of copylibs in each mainframe application that have been identified as candidates for data conversion. If there are multiple versions of the same copylibs (as they change over time), only the latest is counted so as not to over-count the number of objects.
- Oracle (or other relational database) – the number of tables identified as conversion candidates. System tables, internal application configuration tables, reference tables, etc., are not included.
- MS Access – the number of tables identified as conversion candidates. System tables, internal application configuration tables, reference tables, etc., are not included.
- MS Excel – the number of tabs in the spreadsheet identified as conversion candidates.

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Figure 18 shows the number of objects for each release, by data source, based on our proposed release strategy.

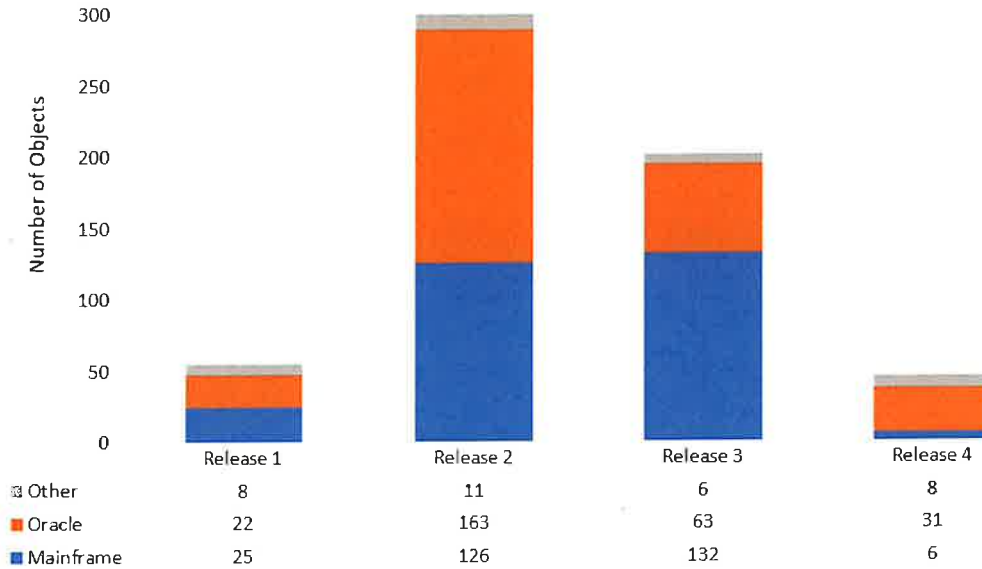


Figure 18 - Data Conversion Objects by Release

See Section 5.3 for additional detail about determining the level of effort required for data conversion.

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5 REPORT OF FINDINGS

The findings described in this section are the product of our four-month, collaborative, deep dive into RRC's needs for transitioning from the mainframe to RBDMS. Organized by assessment track (Functional, Technical, and Data), the findings focus on aspects of an RBDMS implementation unique to RRC.

5.1 Functional Findings

The functional requirements serve as the foundation for the implementation of RBDMS. The RRC implementation of RBDMS has 1158 requirements split across all business capabilities. The RBDMS functional requirements were reviewed during the functional deep dive sessions. Figure 19 shows the total number of requirements by functional capability. 162 RBDMS baseline requirements were removed and are not included in the counts below. Most of the removed requirements were inspections and Incidents related. For a detailed description of each requirement refer to the [Functional Requirements Spreadsheet](#).

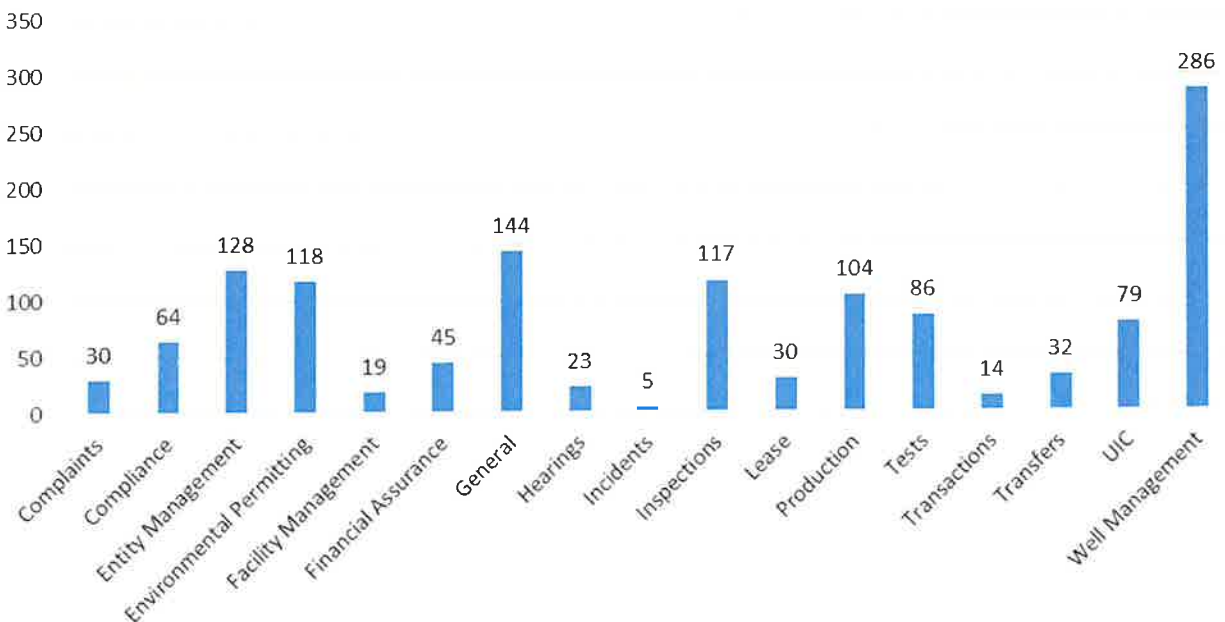


Figure 19 - Functional Requirements by Functional Capability

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Table 5 shows the number of functional requirements by functional capability.

Functional Capability	Number of Requirements
Complaints	30
Compliance	64
Entity Management	128
Environmental Permitting	118
Facility Management	19
Financial Assurance	45
General	144
Hearings	23
Incidents	5
Inspections	117
Lease	30
Production	104
Tests	86
Transactions	14
Transfers	32
UIC	79
Well Management	286
Total	1324

Table 5 - Functional Requirements by Functional Capability

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Each requirement was given a priority. The chart below shows the requirements by priority.

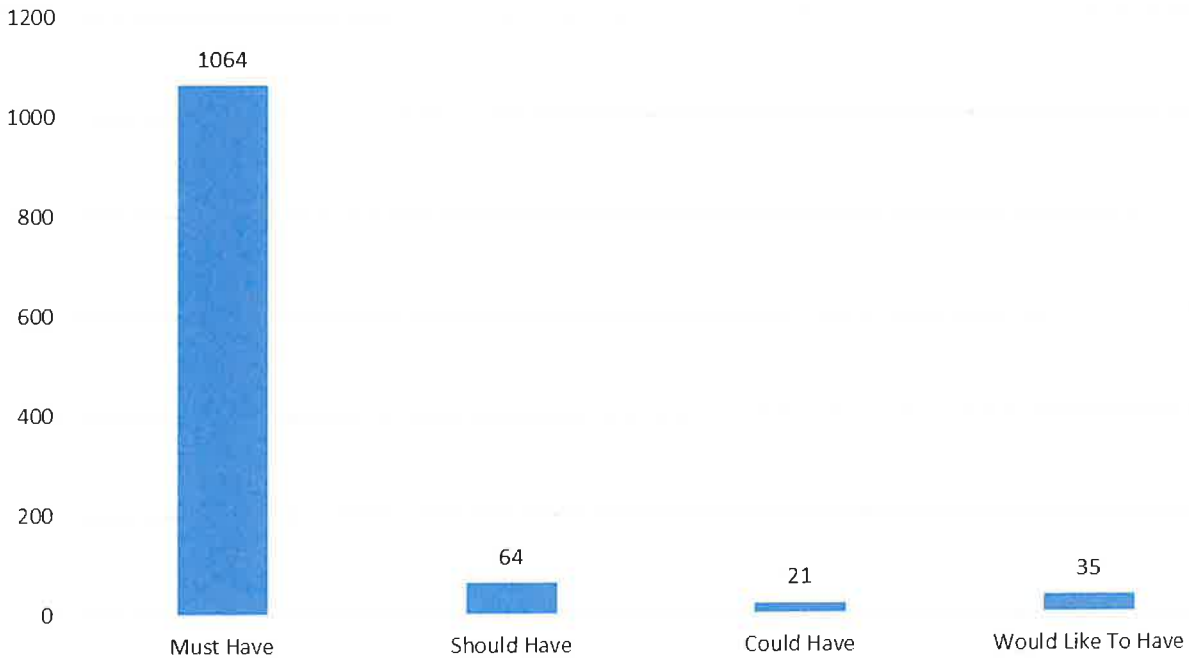


Figure 20 - Functional Requirements by Priority

Table 6 shows the number of functional requirements by priority.

Priority	Number of Requirements
Must Have	1064
Should Have	64
Could Have	21
Would Like to Have	35
Total	1184

Table 6 - Functional Requirements by Priority

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The functional requirements map directly to functional components. As shown in Figure 21, most components were deemed by the RRC subject matter experts to be Must Have. 88% of the functional components are Must Have, 5% are Should Have, 4% are Could Have and 3% are Would Like to Have. The remaining functional findings will show all priorities.

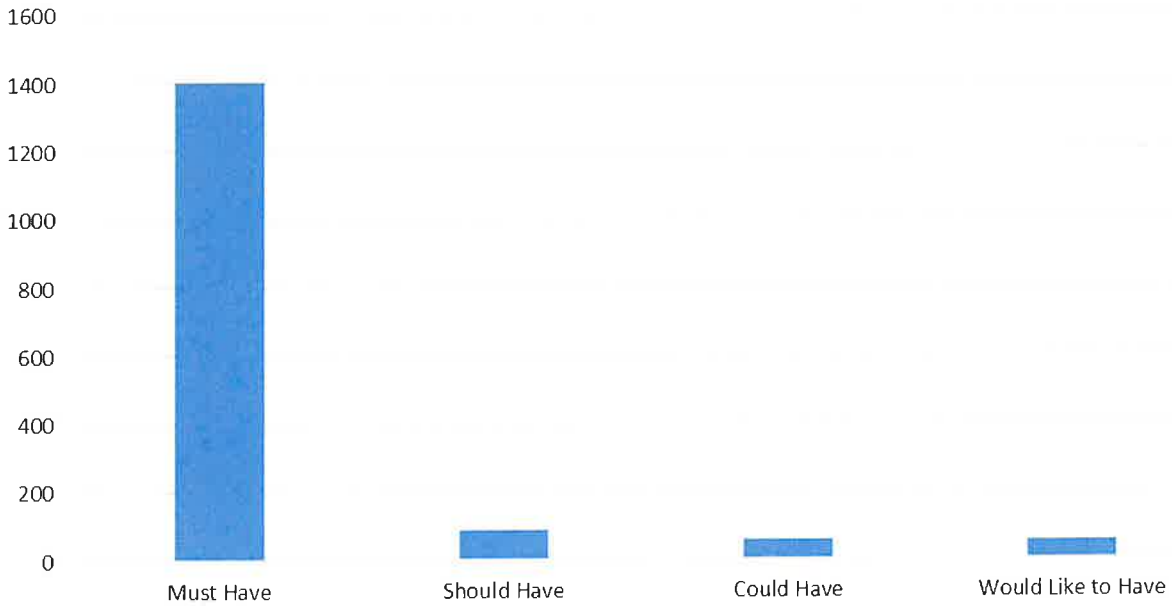


Figure 21 - Functional Components by Priority

Table 7 shows the number of functional components by priority.

Priority	Components
Must Have	1406
Should Have	85
Could Have	56
Would Like to Have	52
Total	1599

Table 7 - Functional Components by Priority

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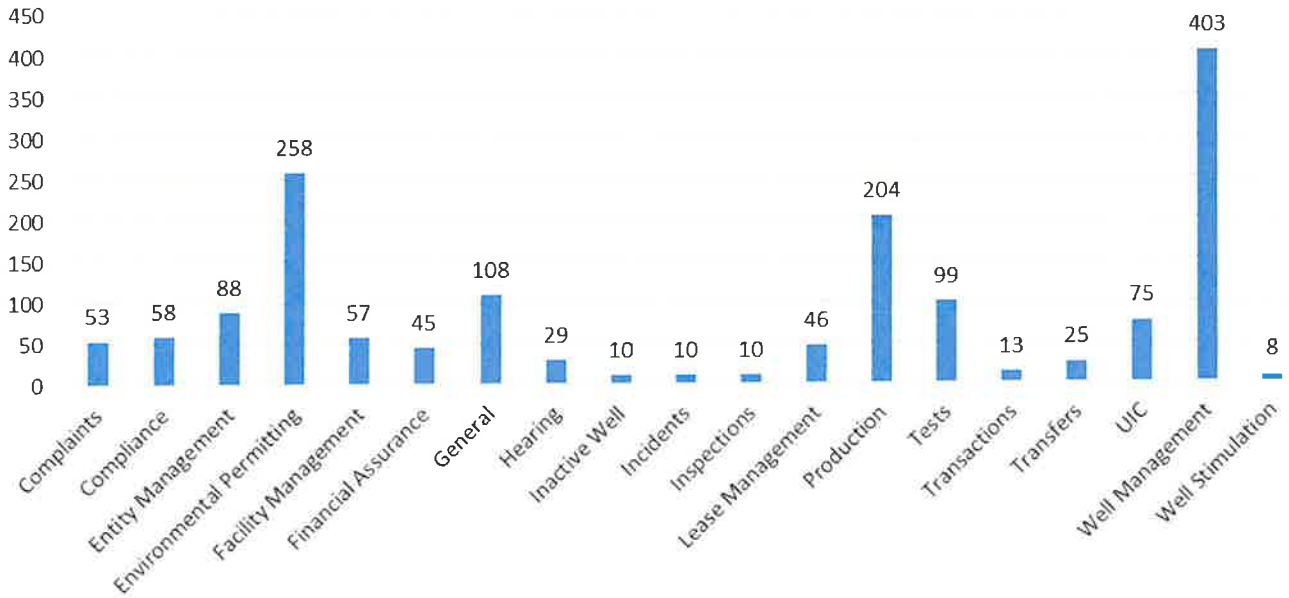


Figure 22 shows all components by functional capability. Environmental Permitting, Production and Well Management have a larger number of components which is clearly shown.

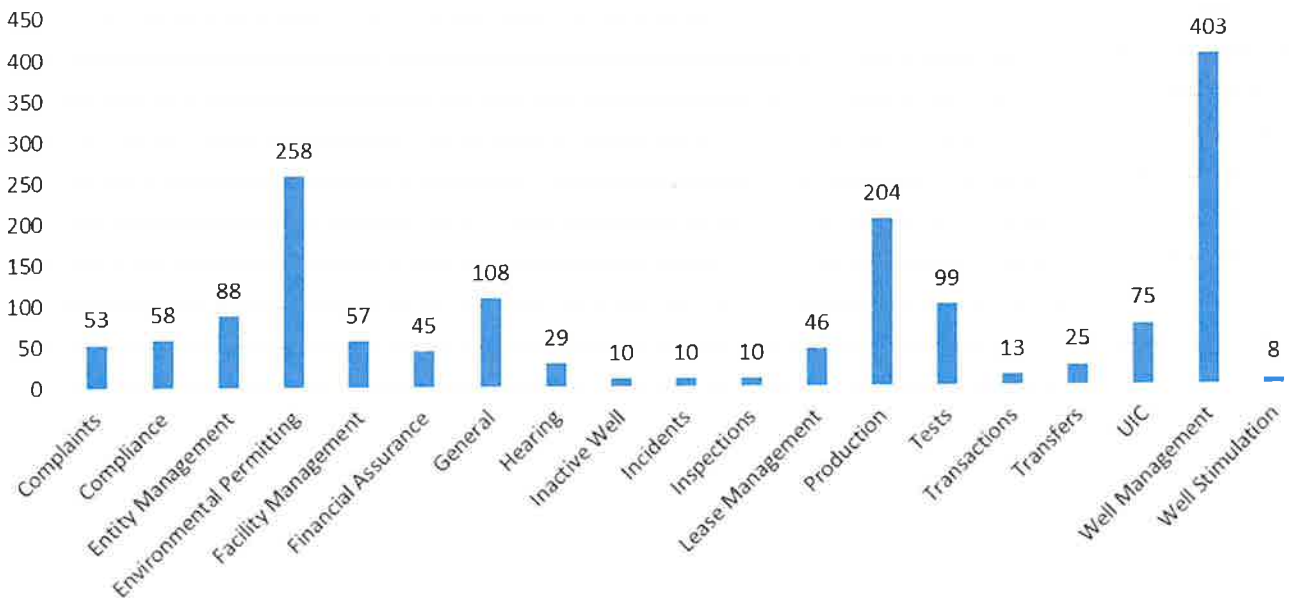


Figure 22 - Functional Components by Functional Capability

Table 8 shows the number of functional components by functional capability.

Business Capability	Components
---------------------	------------

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Complaints	53
Compliance	58
Entity Management	88
Environmental Permitting	258
Facility Management	57
Financial Assurance	45
General	108
Hearing	29
Inactive Well	10
Incidents	10
Inspections	10
Lease Management	46
Production	204
Tests	99
Transactions	13
Transfers	25
UIC	75
Well Management	403
Well Stimulation	8
Total	1599

Table 8 - Functional Components by Functional Capability

Taking a different view of the data, Figure 23 shows that Online Form Sections and Page Sections account for the majority of functional components. This is a typical pattern in RBDMS.

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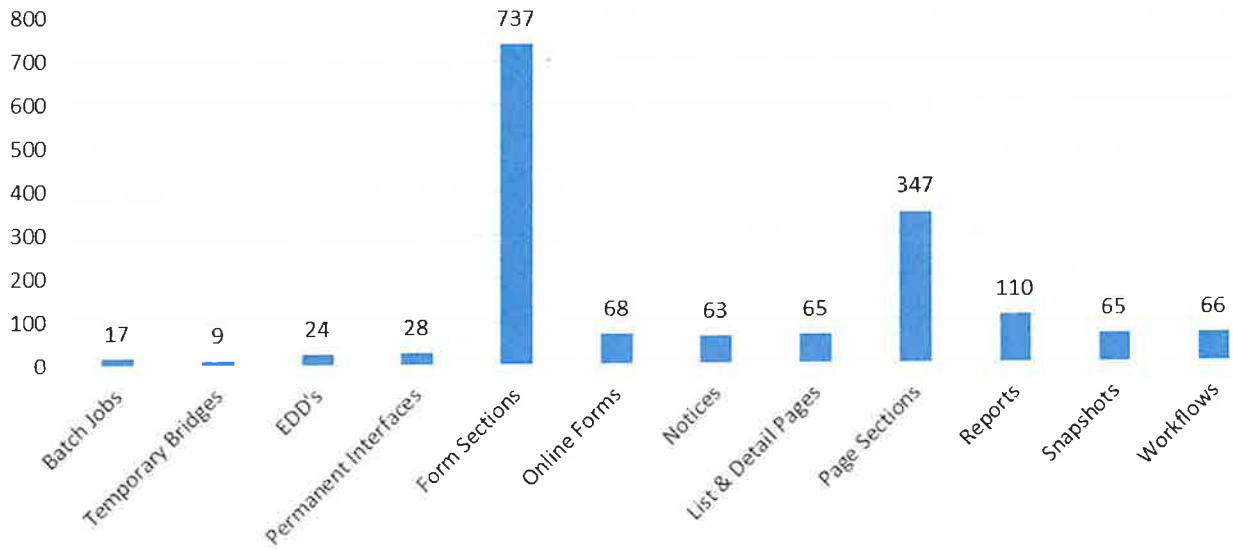


Figure 23 - Functional Components by Component Type

Table 9 shows the number of functional components by component type.

Functional Components	Components
Batch Jobs	17
Temporary Bridges	9
EDD's	24
Permanent Interfaces	28
Form Sections	737
Online Forms	68
Notices	63
List & Detail Pages	65
Page Sections	347
Reports	110
Snapshots	65
Workflows	66
Batch Jobs	17
Total	1599

Table 9 - Functional Components by Component Type

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680 or 43% of the functional components are new to RBDMS. New components come from new requirements and/or business processes. 919 or 57% of the functional components can be reused with varying modifications. 754 or 47% of the components are Reuse - 0 or Reuse - 1 which require slight modification. 165 or 10% are Reuse - 2, Reuse - 3 or Reuse - 4 which require moderate to significant modification but can still be re-used.

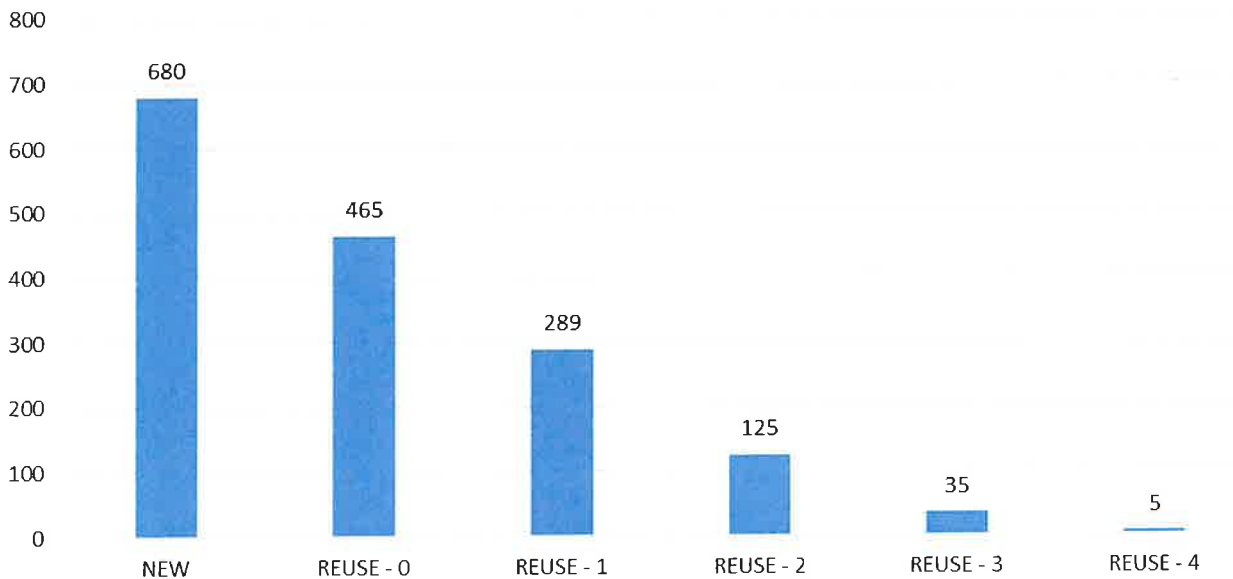


Figure 24 - Functional Components by Modification Type

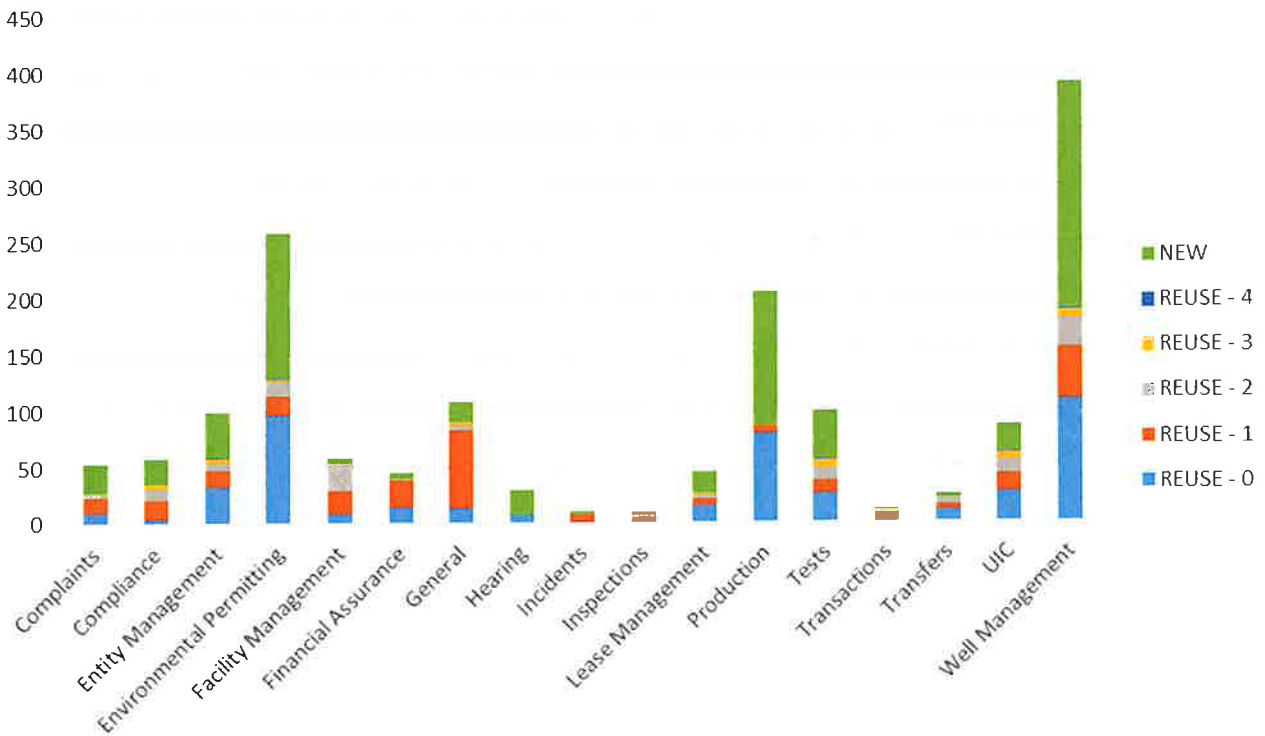
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Table 10 shows the number of functional components by modification type.

Modification Type	Components
NEW	680
REUSE - 0	465
REUSE - 1	289
REUSE - 2	125
REUSE - 3	35
REUSE - 4	5
Total	1599

Table 10 - Functional Components by Modification Type

Functional gaps between the baseline RBDMS and RRC are identified by the modification type. Components with a modification type of New represent RRC functionality that is missing entirely from the RBDMS baseline application. On a sliding scale, the reuse modification types represent the scope of the gaps identified with 4 being a major gap down to 0 representing a very small to no gap. The modification type of each component is in the [Functional Component Spreadsheet \(includes temporary bridges\)](#) appendix. Figure 25 shows the modification type by functional capability.



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Figure 25 - Modification Type by Business Capability

Table 11 shows the number of components by modification type for each functional capability. The functional capabilities with the largest number of New, Reuse-4, Reuse-3 and Reuse-2 components represent the largest functional gaps.

Functional Capability	New	Reuse - 4	Reuse - 3	Reuse - 2	Reuse - 1	Reuse - 0	Total
Complaints	26	0	1	2	14	10	53
Compliance	23	0	3	11	16	5	58
Entity Management	37	1	3	7	13	27	88
Environmental Permitting	128	1	1	14	17	97	258
Facility Management	3	0	3	21	21	9	57
Financial Assurance	5	0	0	1	24	15	45
General	18	0	2	5	69	14	108
Hearing	21	0	0	0	0	8	29
Inactive Well	2	0	0	0	2	6	10
Incidents	2	0	0	0	8	0	10
Inspections	3	0	0	1	5	1	10
Lease Management	20	0	1	3	6	16	46
Production	117	0	0	1	6	80	204
Tests	42	1	7	11	12	26	99
Transactions	2	0	1	1	5	4	13
Transfers	4	0	0	5	5	11	25
UIC	21	1	5	11	16	21	75
Well Management	206	1	7	28	46	115	403
Well Stimulation	0	0	1	3	4	0	8
Total	680	5	35	125	289	465	1599

Table 11 - Modification Type by Functional Capability

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Table 12 shows the percentage of modification types by functional capability. Four functional capabilities (Environmental Permitting, Hearing, Production, and Well Management) have 50% or more new components and represent some of the largest functional gaps identified.

Functional Capability	New	Reuse - 4	Reuse - 3	Reuse - 2	Reuse - 1	Reuse - 0
Complaints	49%	0%	2%	4%	26%	19%
Compliance	40%	0%	5%	19%	28%	9%
Entity Management	42%	1%	3%	8%	15%	31%
Environmental Permitting	50%	0%	0%	5%	7%	38%
Facility Management	5%	0%	5%	37%	37%	16%
Financial Assurance	11%	0%	0%	2%	53%	33%
General	17%	0%	2%	5%	64%	13%
Hearing	72%	0%	0%	0%	0%	28%
Inactive Well	20%	0%	0%	0%	20%	60%
Incidents	20%	0%	0%	0%	80%	0%
Inspections	30%	0%	0%	10%	50%	10%
Lease Management	43%	0%	2%	7%	13%	35%
Production	57%	0%	0%	0%	3%	39%
Tests	42%	1%	7%	11%	12%	26%
Transactions	15%	0%	8%	8%	38%	31%
Transfers	16%	0%	0%	20%	20%	44%
UIC	28%	1%	7%	15%	21%	28%
Well Management	51%	0%	2%	7%	11%	29%
Well Stimulation	0%	0%	13%	38%	50%	0%

Table 12 - Percentage of Modification Type by Functional Capability

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5.2 Technical Findings

The RBDMS technical architecture serves as the foundation for all RBDMS functional capabilities. From the web user interface to its backend data sources and all points in between, the RBDMS technical architecture delivers the system intelligence necessary to allow RBDMS to work as expected.

Figure 26 depicts the key frameworks and components of the RBDMS solution with those that make up the RBDMS technical architecture highlighted by the red dashed border.

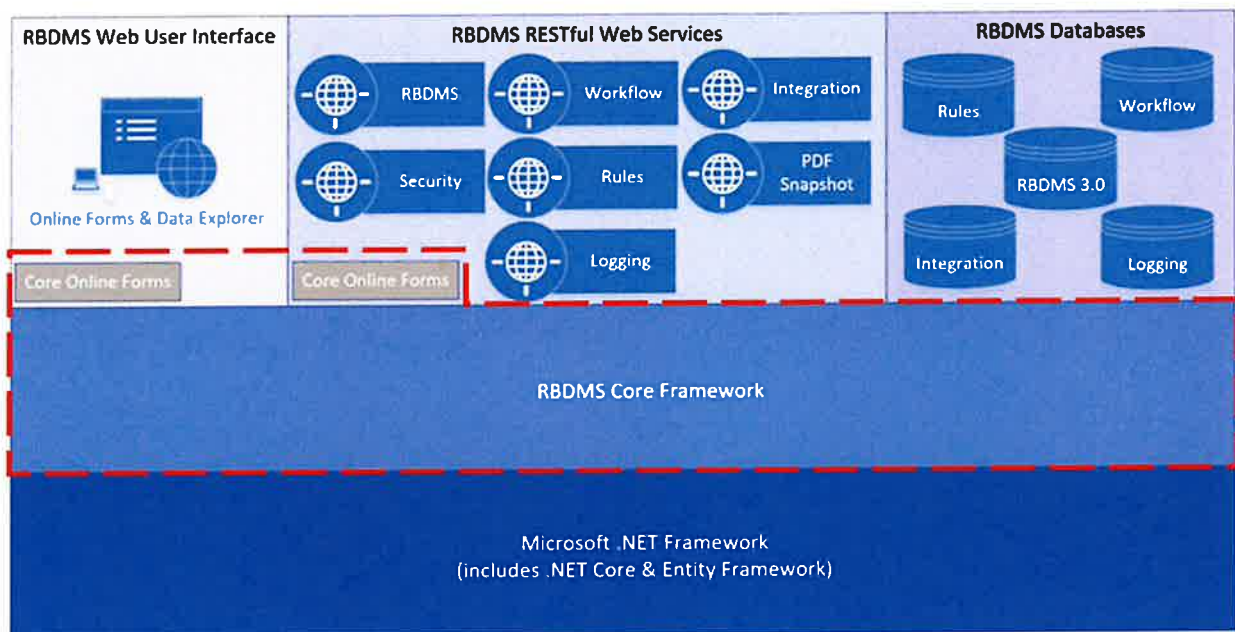


Figure 26 - RBDMS Key Frameworks and Components

Built upon the Microsoft .NET framework, the RBDMS technical architecture's core framework and online forms technical components support both technical and functional capabilities such as web page rendering and navigation, integration with RBDMS web services and other external systems, and communication with RBDMS databases and other data stores.

The purpose of the RRC RBDMS needs assessment was to identify gaps between existing RBDMS capabilities and those required by RRC. In this section, we describe the assessment findings with respect to the RBDMS technical architecture.

RBDMS technical requirements served as the key input to the technical assessment process. The process began with more than 120 technical requirements sourced from existing implementations of RBDMS. Working with RRC technical subject matter experts, new requirements were identified, existing requirements were modified, and in some cases, requirements were removed. Note that when requirements are removed, this indicates that the

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functionality is not needed in RRC RBDMS but the underlying product still has this feature. Over the course of 5 detailed technical sessions spanning 12 weeks, we reviewed all initial RBDMS requirements, adding 55 new requirements and modifying 41 requirements. This breakdown is conveyed below in Figure 27 - *Technical Requirements by Category & State*.

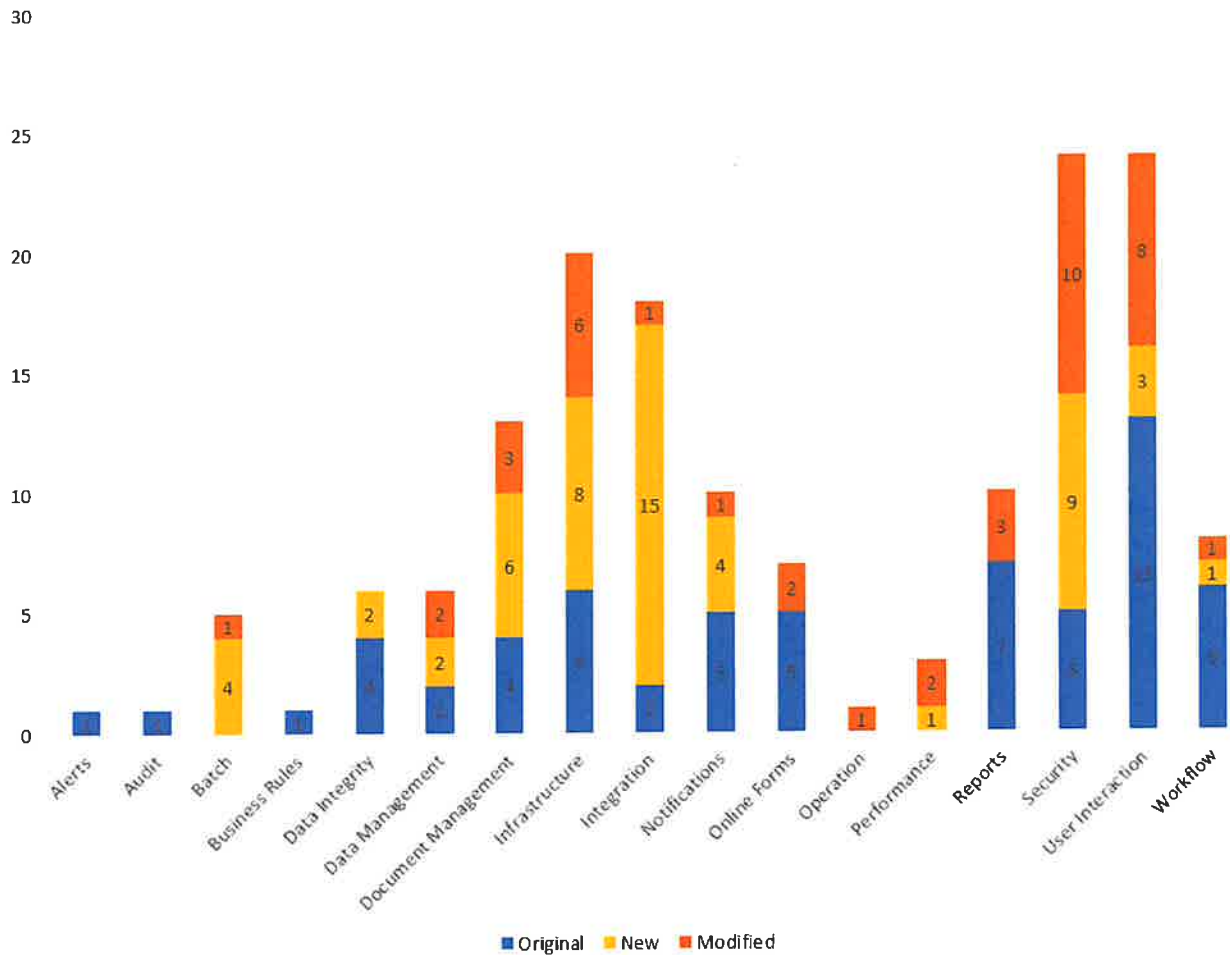


Figure 27 - Technical Requirements by Category & State

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As illustrated in Figure 28 - *Technical Requirements Added*, of the 55 new requirements across 11 technical architecture categories, more than half (38) support 4 key categories: Integration (15), Infrastructure (8), Security (9), and Document Management (6).

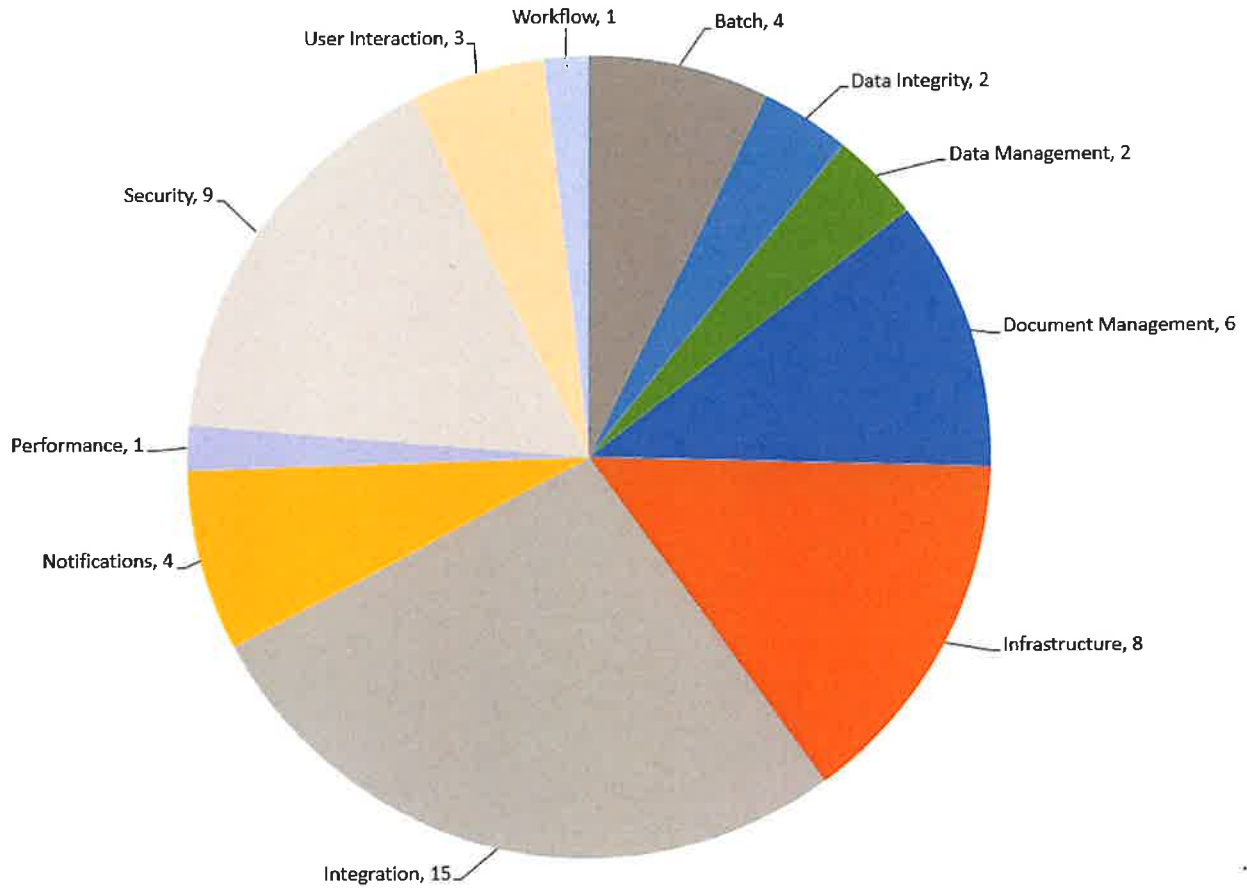


Figure 28 - Technical Requirements Added

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Modifications to existing requirements, as shown in Figure 29 - Technical Requirements Modified, are spread across 13 technical architecture categories with most changes applied to Security (10), User Interaction (8), and Infrastructure (6).

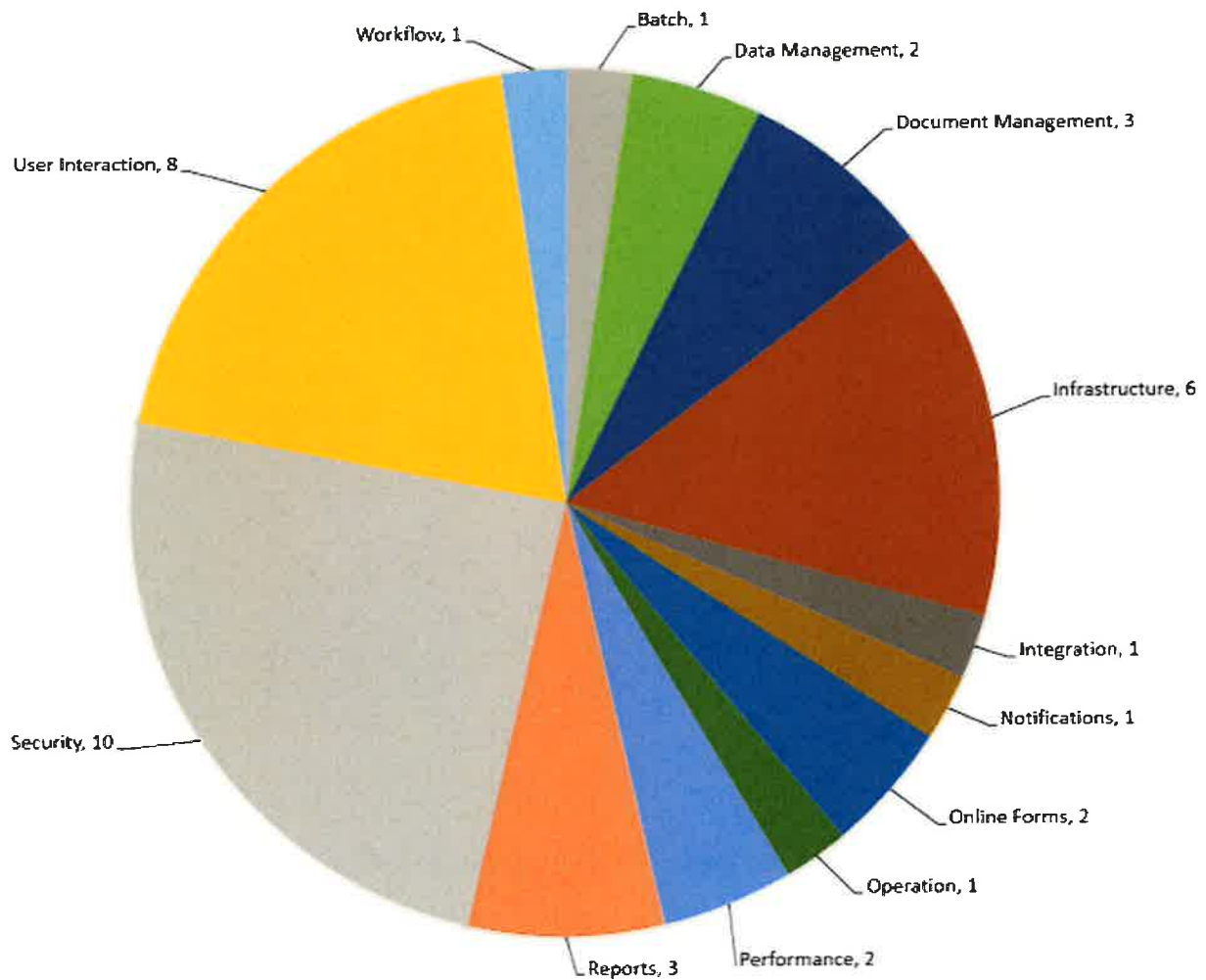


Figure 29 - Technical Requirements Modified

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The consolidated list of RRC technical requirements was then used to define the needed technical components, which represent the RBDMS technical modifications that are needed to support RRC's needs. RRC's implementation of RBDMS will include technical components spread across many technical architecture categories. These technical components are divided across releases based on functional capabilities and priorities. Figure 30 - Technical Components by Category & Release provides a visual breakdown of the technical architecture categories as reflected in the table below.

Technical Architecture Category	Release 1	Release 2
Audit	1	0
Batch	0	2
Document Management	3	12
Infrastructure	1	1
Integration	4	9
Notifications	3	0
Online Forms	3	2
Security	4	0
User Interaction	0	2
Workflow	1	0

Table 13 - Technical Components by Category & Release

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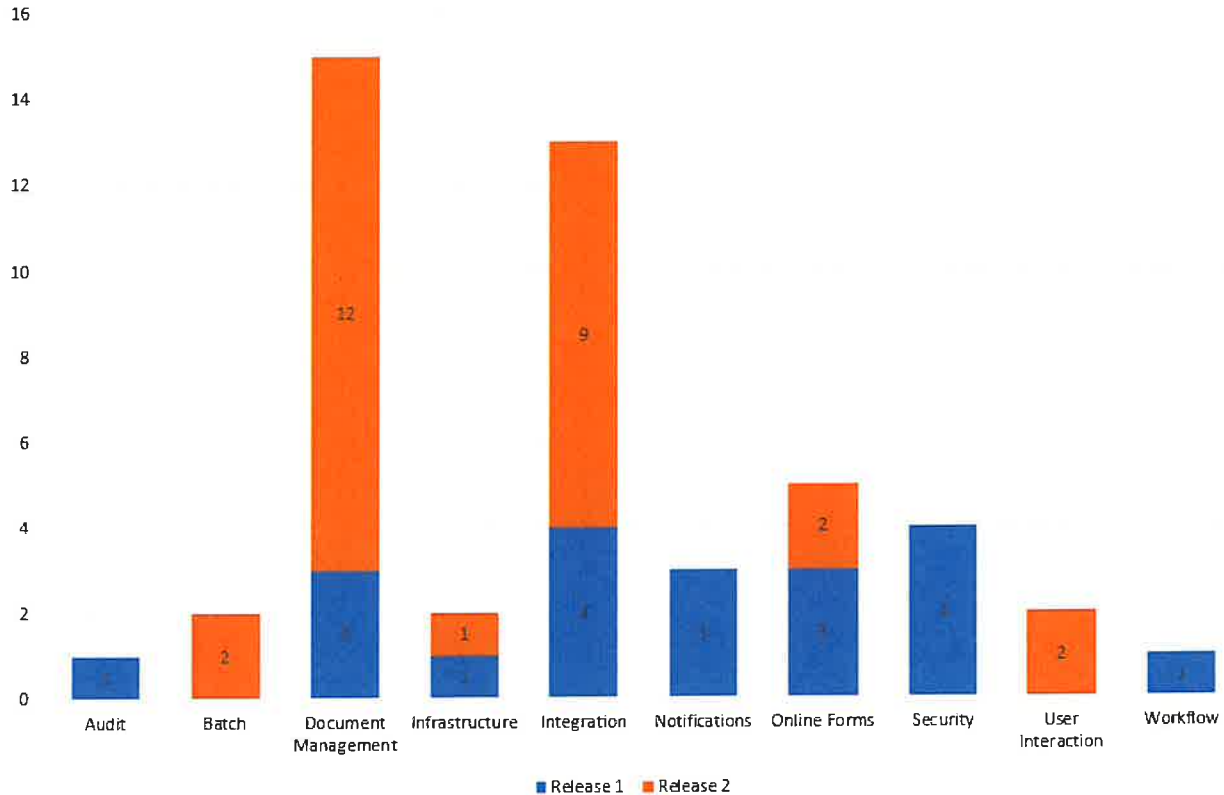


Figure 30 - Technical Components by Category & Release

The findings described in this section reveal changes to the RBDMS technical architecture necessary to support RRC. As expected, most changes are in areas where commonality across implementations is expected to be minimal. These areas are Integration, Security, and Document Management. In addition, the needs assessment identified changes needed to support functionality in the Online Forms area.

Unique to RRC are numerous external systems where integration is required. These include ForgeRock, Central Print, Salesforce, Payment Processing, and Address Validation. To support this, listed below are some of the key RBDMS technical architecture enhancements required.

- Integration with RRC external user authentication provider using SAML2.0
- Implement ForgeRock for external user single sign-on
- OAUTH and OAUTH2 integration support with non-RBDMS services
- RBDMS framework support for RRC central print
- Integration with Melissa Data address verification service

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RRC also introduced a variety of new requirements to address important security concerns. Technical enhancements to support these requirements include:

- Support for encrypted emails (SMTP)
- Support for encryption of URL query string variables
- RRC password complexity/policy support
- The system shall warn the user via popup if Internet Explorer is used, since this is a discontinued browser

RBDMS supports Edge, Firefox, and Chrome web browsers. Starting in Release 2, RBDMS will warn users if they are using Internet Explorer since it has been discontinued.

Integration with RRC's document management system is another critical capability required for RBDMS. RRC's document management system is provided by Neubus and includes two separate products: NeubusP (on-prem) and NeuDocs (cloud hosted). Integration with these systems will require the following enhancements to the RBDMS technical architecture:

- Add NeuDocs Document Management connectors to RBDMS Integration Service and update RBDMS framework as needed
- Add NeubusP Document Management connectors to RBDMS Integration Service and update RBDMS framework as needed
- Enhance online forms Document Upload framework to support Neubus documents and URL based document references
- Update NeuDocs Document Management connector in RBDMS Integration Service to be a single consolidated link to view documents by entity and update RBDMS framework as needed

RRC has decided that documents newly created/uploaded into RBDMS will be stored in NeubusP. One technical component will provide the ability to both store new documents and access existing documents within NeubusP. There are two technical components related to retrieving existing documents within NeuDocs. One will provide access to the existing documents using already available API methods to access documents within NeuDocs. Accessing documents by Document ID is not currently possible, so Release 1 will include a separate viewer that will list out all documents by Entity ID. Release 2 will include RRC working with Neubus to create a new NeuDocs API method which will return a document by Document ID. This will allow all documents accessible from RBDMS to be retrieved consistently by Document ID.

Another key change to RRC RBDMS will be the addition of MuleSoft in Release 2. Service connections created in Release 1 will need to be refactored in Release 2 to connect through MuleSoft. Components for this change include:

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- Refactor Melissa Data Address Validation to connect through MuleSoft
- Refactor RRC Payment Portal to connect through MuleSoft
- Refactor Secretary of State interface to connect through MuleSoft
- Refactor NeubusP service to connect through MuleSoft
- Refactor ForgeRock service to connect through MuleSoft

Since there is already a technical component for NeuDocs in Release 2, the NeuDocs connector will be updated to use MuleSoft as part of that component.

Another change is that RRC has indicated they would like to enhance the PDF generation solution starting in Release 2, allowing RRC staff to create the PDF templates instead of relying on developers. The current RBDMS solution of using Active PDF's Toolkit product means that many dynamic sections of a PDF template must be generated through configuration. The following technical component has been added to Release 2:

- Integrate Active PDF WebGrabber for Notice PDF generation

Optionally, outbound notices created in Release 1 could be refactored to use WebGrabber instead of configuration values to define the PDF. The following technical components have been added to Release 2 to refactor the Release 1 notices:

- Refactor ND152 to be generated with Active PDF WebGrabber
- Refactor ND153 to be generated with Active PDF WebGrabber
- Refactor ND154 to be generated with Active PDF WebGrabber
- Refactor ND155 to be generated with Active PDF WebGrabber
- Refactor ND156 to be generated with Active PDF WebGrabber
- Refactor ND001 to be generated with Active PDF WebGrabber
- Refactor ND003 to be generated with Active PDF WebGrabber
- Refactor ND150 to be generated with Active PDF WebGrabber
- Refactor ND151 to be generated with Active PDF WebGrabber

Other key changes to the RBDMS technical architecture are driven by RRC functional needs supporting batch and online forms. These changes include:

- Batch processing framework to support ad-hoc, re-runnable, and cancelable batch jobs. Includes error handling and notifications
 - Online form framework navigation display to support horizontal navigation
-

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- Online form “packet” solution
- Online form support of conditional section display

Finally, the following technical component has been included in order to provide code source control and requirement, defect, and test case tracking:

- Setup and configure Microsoft Azure DevOps

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In addition to technical components, Infrastructure is another key cost driver identified in the technical needs assessment process. For RBDMS, Infrastructure represents the topology across one or more environments where RBDMS is hosted. **Error! Reference source not found.** illustrates the RBDMS infrastructure topology as implemented in a standard RBDMS implementation. This is the recommended infrastructure topology for RRC.

Key components of the topology include:

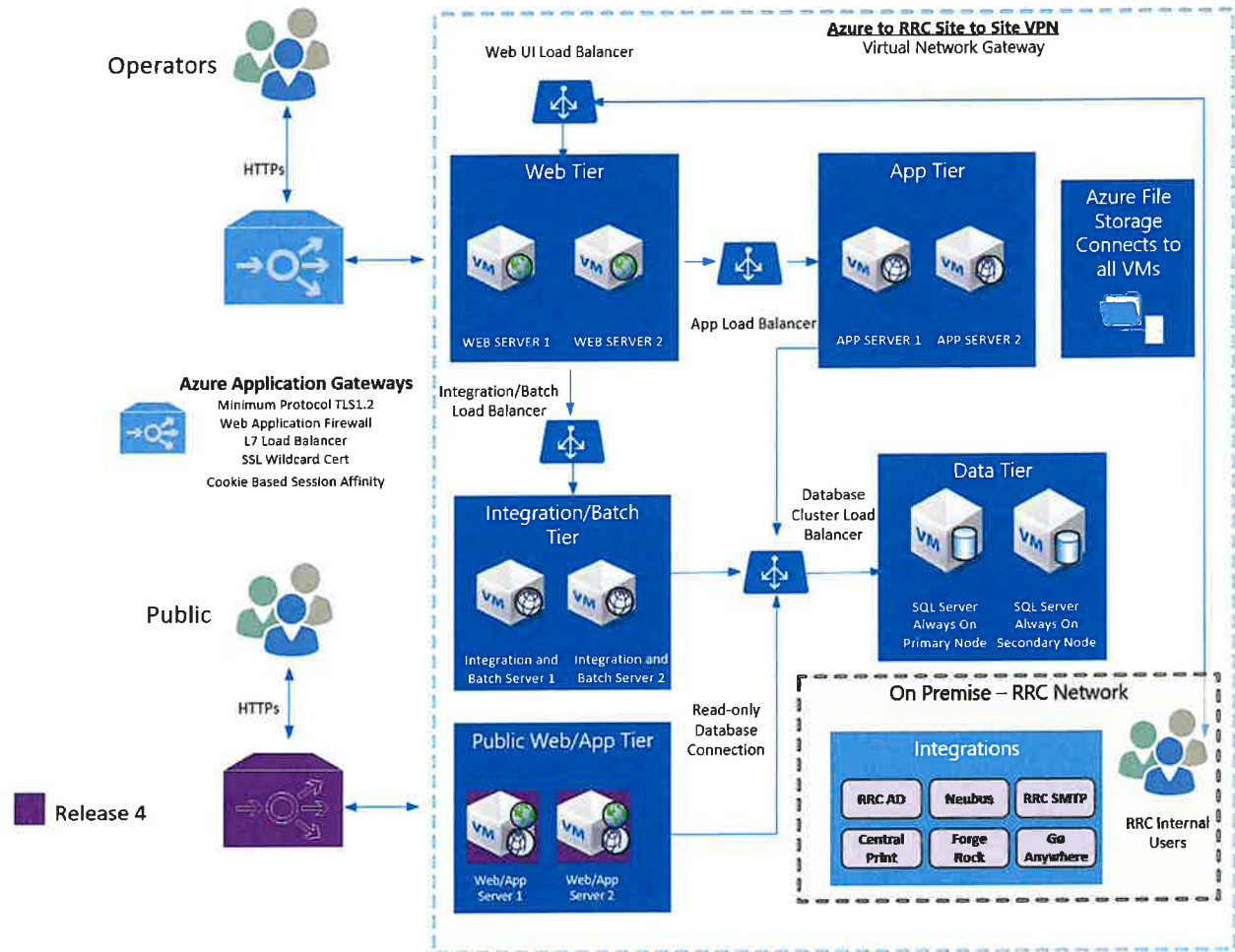


Figure 31 - Standard RBDMS Topology

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- Virtual Machines
- Application Gateways
- Load Balancers

Built upon this topology, the recommended environments for RRC's implementation of RBDMS implementation are:

- Architecture Patch (AP)
- Unit Integration Test (UIT)
- System Test (ST)
- User Acceptance Test (UAT)
- Emergency Fix (EF)
- Production Operations (PO)
- Disaster Recovery (DR)
- Production (PD)

For Release 1, it is not necessary to setup and configure each of these environments because not all are required during the first release. For example, Production can serve as System Test during development, and then become Production once Release 1 is live. By Release 2 however, we recommend all environments be available and ready for use.

System performance, availability, and reliability are critical to a successful implementation of RBDMS for RRC. To support this, RBDMS includes many built-in monitoring and troubleshooting capabilities. However, none of these capabilities provide visibility into key areas where issues often arise such as web transaction performance, service API communications, and database transactions. For this, we recommend the inclusion of an industry leading infrastructure monitoring solution. During the technical needs assessment, we reviewed many solutions and determined that AppDynamics provides the best value for RRC. This has been included in Release 2 as an Infrastructure technical component.

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5.3 Data Findings

RRC has a heterogeneous data landscape composed of data in various mainframe formats (IMS, VSAM, Sequential Files), Oracle databases, MS Access databases, and MS Excel spreadsheets. One of the challenges of such an environment is identifying the single system of record for each piece of data, and the need to combine similar and overlapping data elements from different data sources to build the “complete picture” of the data. This results in a higher level of overall complexity for the data conversion effort.

Section 4.3 lists the counts of data conversion sources and objects per release. As part of the data needs assessment, we also need to estimate the overall level of effort for data conversion. To do that, we determined the number of unique file layouts and we filtered out copylibs with only one or two columns such as links. The results are that we were able to eliminate nearly 30% (80 of 292 objects) of the total number of mainframe objects when calculating effort required. Figure 32 shows the number of unique data layouts for each release, by data source type, based on our proposed release strategy.

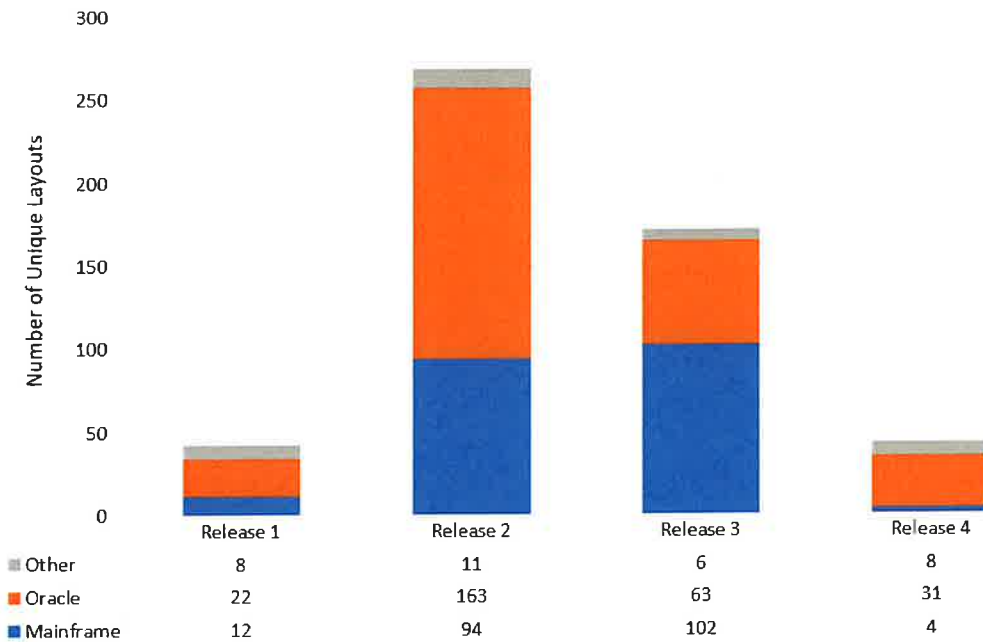


Figure 32 - Data Conversion Unique Layouts by Release

To determine the level of effort required for these data conversions, the following chart shows the number of unique data layouts for each release, by complexity, based on our proposed release strategy.

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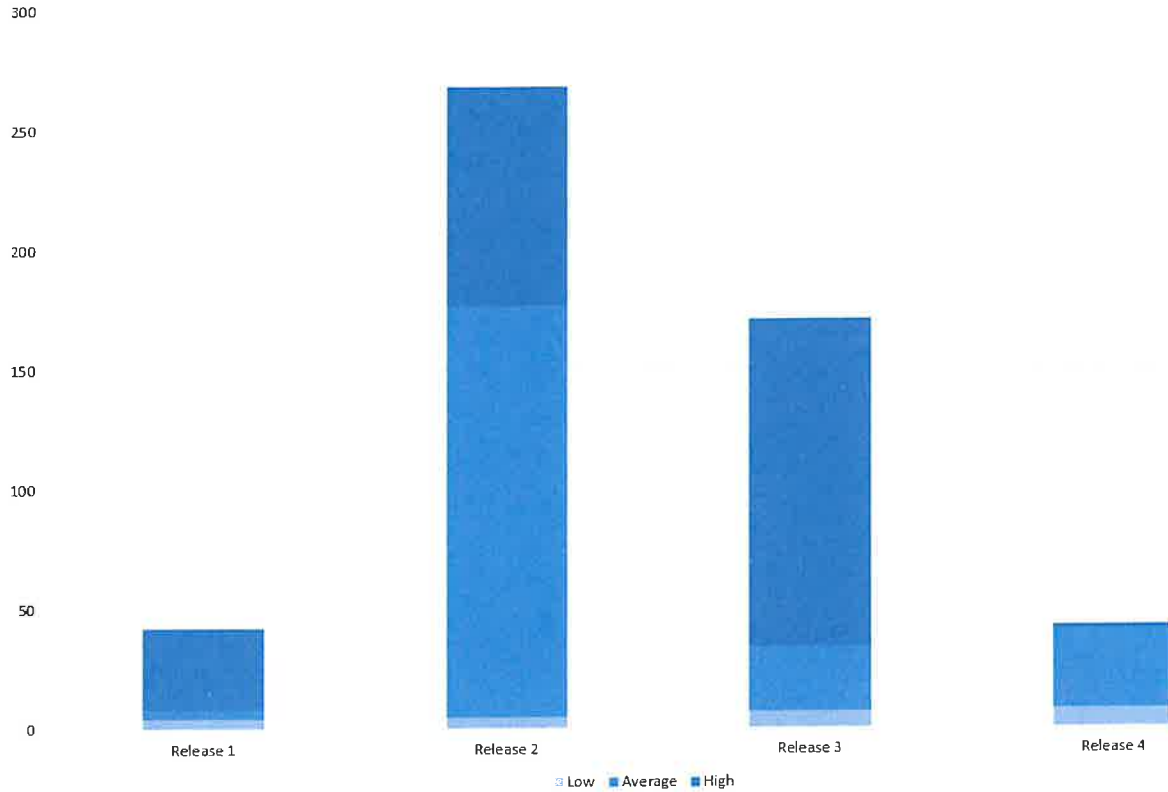


Figure 33 - Complexity of Data Conversion Layouts by Release

Finally, Table 14 lists the data conversion sources identified for each release, along with their complexity and the number of objects identified as conversion candidates for each. Additional details can be found in the attached spreadsheet named *Data Needs Assessment.xlsx*.

Release	Functional Capability	Data Source Name	Data Source Type	Objects	Unique Layouts	Complexity
Release 1	Entity & Bond (P-5)	OR (Organization P-5)	Mainframe	25	12	High
Release 1	Entity & Bond (P-5)	RACGP.PROD_EW_OWNER	Oracle	22	22	High
Release 1	Entity & Bond (P-5)	Escrow Fund Deposits	Excel	1	1	Low
Release 1	Entity & Bond (P-5)	Cash Deposits	Excel	1	1	Low
Release 1	Entity & Bond (P-5)	Technical Permitting Financial Assurance	Excel	1	1	Low

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Release	Functional Capability	Data Source Name	Data Source Type	Objects	Unique Layouts	Complexity
Release 1	Entity & Bond (P-5)	Demands	Excel	1	1	Low
Release 1	Entity & Bond (P-5)	2259 Summary Enforcement Table	Excel	4	4	Average
Release 2	Well Management	KY (County)	Mainframe	3	3	Low
Release 2	Well Management	DA (Drilling Permits)	Mainframe	13	10	High
Release 2	Well Management	FV (Flare Vent)	Mainframe	5	4	Average
Release 2	Well Management	EX (Inactive Well)	Mainframe	6	5	High
Release 2	Well Management	WL (Well)	Mainframe	40	24	High
Release 2	Well Management	WB (Wellbore)	Mainframe	36	29	High
Release 2	Well Management	RACGP.CMPL_OWNR	Oracle	64	64	Average
Release 2	Well Management	RACGP.GW10_OWNR	Oracle	17	17	Average
Release 2	Well Management	RACGP.SWR13EX_OWN	Oracle	11	11	Average
Release 2	Well Management	RACGP.W15_OWN	Oracle	9	9	Average
Release 2	Well Management	RACGP.DP_OWN	Oracle	16	16	High
Release 2	Well Management	RACGP.DWL_OWN	Oracle	5	5	Average
Release 2	UIC	UI (UIC)	Mainframe	7	5	High
Release 2	UIC	RACGP.H9_OWN	Oracle	16	16	Average
Release 2	UIC	Graphical User Interface (GUI)	Access	10	10	Average
Release 2	UIC	Seismic Graphical User Interface (SGUI)	Excel	1	1	Low
Release 2	Production	PD (Production)	Mainframe	2	2	High
Release 2	Production	GR (Gas Plants)	Mainframe	13	11	Average
Release 2	Production	TK (Tracking)	Mainframe	1	1	Low
Release 2	Production	RACGP.R3_INTERNAL_OWN	Oracle	8	8	Average

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Release	Functional Capability	Data Source Name	Data Source Type	Objects	Unique Layouts	Complexity
Release 3	Well Management	FL (Field)	Mainframe	44	34	High
Release 3	Production	CM (Commingled)	Mainframe	6	5	High
Release 3	Production	LD (Historical Ledger)	Mainframe	9	8	High
Release 3	Production	PD (Production)	Mainframe	33	20	High
Release 3	Production	PS (Purchaser System)	Mainframe	2	2	Low
Release 3	Production	SS (Schedule Snapshot)	Mainframe	5	5	Low
Release 3	Production	GR (Gas Plants)	Mainframe	1	1	Average
Release 3	Production	HL (Production Loss)	Mainframe	1	1	High
Release 3	Production	RACGP.H10_OWNER	Oracle	32	32	High
Release 3	Production	RACGP.PROD_PROD_OWNER	Oracle	11	11	High
Release 3	Lease	P4 (Lease)	Mainframe	31	26	High
Release 3	Environmental Permitting	RACGP.WH_OWNER	Oracle	20	20	Average
Release 3	Environmental Permitting	EPS Access Database (Part 1)	Access	6	6	Average
Release 4	Groundwater Advisory Unit	HS (Hydrogen Sulfide)	Mainframe	1	1	Low
Release 4	Severance Tax Incentives	NG (Natural Gas Policy Act)	Mainframe	1	1	Average
Release 4	Severance Tax Incentives	RACGP.ST1_OWNER	Oracle	19	19	Average
Release 4	Groundwater Advisory Unit	RACGP.GW1_OWNER	Oracle	4	4	Average
Release 4	Environmental Permitting	EPS Access Database (Part 2)	Access	6	6	Low
Release 4	Tests	TT (Manually selected mainframe data)	Mainframe	4	2	High
Release 4	Tests	RACGP.H5_OWNER	Oracle	8	8	Average
Release 4	Tests	Bottom Hole Graphical User Interface	Excel	1	1	Average
Release 4	Transactions	Overpayment Log	Excel	1	1	Low

Table 14 - Data Conversion Sources

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6 APPENDICES AND ATTACHMENTS

This section will include supporting documentation:

- [Functional Component Spreadsheet \(includes temporary bridges\)](#)

Release	Product	Component	Component Name	RBDMS Capability	Texas RRC Capability	Component Consistency	Component Consistency
1	WebSTAR	OP0001	Organization Questionnaire	Entity Management	P-5	Online Form	Average
1	WebSTAR	OP0002	Form Information	Entity Management	P-5	Form	Low
1	WebSTAR	OP0003	Operation Information	Entity Management	P-5	System	High
1	WebSTAR	OP0004	Process	Entity Management	P-5	System	High
1	WebSTAR	OP0005	Document Upload	Entity Management	P-5	System	Low
1	Texas	OP0006	Fees	Entity Management	P-5	System	Low
1	WebSTAR	OP0007	Form Submit	Entity Management	P-5	System	Low
1	WebSTAR	OP0008	Communication	Entity Management	P-5	System	Very Low
1	WebSTAR	OP0009	Review Comments	Entity Management	P-5	System	Very Low
1	WebSTAR	OP0010	Review Fields	Entity Management	P-5	System	Low
1	WebSTAR	OP0011	Review	Entity Management	P-5	System	Very Low
1	Texas	OP0012	Financial Summary	Entity Management	P-5	System	Low
1	Texas	OP0013	Create Correspondence	Entity Management	P-5	System	Average
1	WebSTAR	OP0014	Organization - Address Page	Entity Management	P-5	System	Average

- [Functional Components by Functional Capability](#)

• **Entity Management**

- Batch
 - P5 Renewal Batch
- Bridge - Temp
 - Mainframe to RBDMS for R1
 - RBDMS to Mainframe for R1
- Interface - Perm
 - Secretary of State Interface
 - RBDMS to RRC Payment Portal
 - Pipeline System Interface (Pipeline to RBDMS)
 - Office of Attorney General Interface
 - Pipeline System Interface (RBDMS to Pipeline)

- [Functional Components by Release and Functional Capability](#)

• **Release 1**

- Entity Management
 - Bridge - Temp
 - Mainframe to RBDMS for R1
 - RBDMS to Mainframe for R1
 - Interface - Perm
 - Secretary of State Interface
 - RBDMS to RRC Payment Portal
 - Office of Attorney General Interface
 - Online Form
 - Organization Questionnaire
 - W-3C - Certification of Surface Equipment Removal for an Inactive Well
 - W-3X Application for an Extension of Deadline for Plugging an Inactive Well

- [Functional Requirements Spreadsheet](#)

Release	Number	Component	Type	Component(s)	Product	Desc
1	FUNC001	GEN001	Functional Requirement	All Forms	WebSTAR	RBDMS shall be capable of displaying Organization information in an online form instance.
1	FUNC002	GEN002	Functional Requirement	All Forms	WebSTAR	RBDMS shall be capable of allowing a user to enter comments on online forms.
1	FUNC003	GEN003	Functional Requirement	All Forms	WebSTAR	RBDMS shall be capable of allowing a user to upload a document through an online form for association to specified RBDMS records.
1	FUNC004	GEN004	Functional Requirement	All Forms	WebSTAR	RBDMS shall be capable of allowing a reviewer to select a final determination on online forms.
1	FUNC005	GEN005	Functional Requirement	All Forms	WebSTAR	RBDMS shall be capable of displaying well-level profiles.
1	FUNC006	GEN006	Functional Requirement	All Forms	WebSTAR	RBDMS shall be capable of displaying organizational text to all online forms.

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• **Technical Requirements Spreadsheet**

Requirement Baseline Number	Architecture Category	Original Requirement	Requirement	Me/COW Priority	Status	Source	Stability	Qualification	Req Owner
	Alerts	N/A	The system shall support system wide alerts	C	Deleted	Texas	Medium	Test	Solution Provider
TEC001	Alerts	The system shall provide an alert capability to notify workers.	The system shall provide an alert capability to notify workers.	M	Original	California	Low	Test	Solution Provider
	Audit	N/A	The system must support configurable logging for user activity.	S	Deleted	Texas	Medium	Test	Solution Provider
TEC002	Audit	The system shall provide the ability to log time, date and user who has changed a record.	The system shall provide the ability to log time, date and user who has changed a record.	M	Original	California	Low	Test	Solution Provider

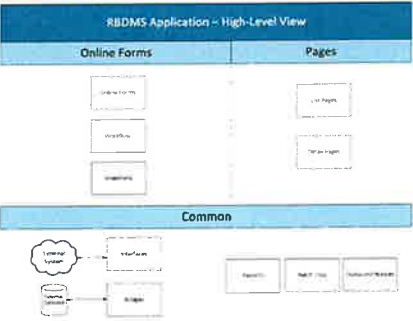
• **Technical Components Spreadsheet**

Release	Original Component #	Component #	Component Name	Tech Arch Category	Component Type	Complexity	Mod Type
1.0	TECH0041	TECC041	Add system audit fields to all database tables	Audit	RBDMS Frameworks	Very Low	New
1.0	TECH0004	TECC004	Add NeuDocs Document Management connectors to RBDMS Integration Service and update RBDMS framework as needed	Document Management	RBDMS Services	Average	New
1.0	TECH0007	TECC007	Add NeubusP Document Management connectors to RBDMS Integration Service and update RBDMS framework as needed	Document Management	RBDMS Services	Average	New

• **Data Assessment Spreadsheet**

Release	Capability	Data Source Name	Data Source Type	Objects	Unique Layouts	Complexity
Release 1	Entity & Bond (P-5)	OR (Organization P-5)	Mainframe	25	12	High
Release 1	Entity & Bond (P-5)	RACGP PROD_EW_OWN	Oracle	22	22	High
Release 1	Entity & Bond (P-5)	Escrow Fund Deposits	Excel	1	1	Low
Release 1	Entity & Bond (P-5)	Cash Deposits	Excel	1	1	Low
Release 1	Entity & Bond (P-5)	Technical Permitting Financial Assurance	Excel	1	1	Low
Release 1	Entity & Bond (P-5)	Demands	Excel	1	1	Low
Release 1	Entity & Bond (P-5)	2259 Summary Enforcement Table	Excel	4	4	Average

• **RBDMS Component Relationships**



ATTACHMENT 2
RESPONDENT'S STATEMENTS AND COVENANTS

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

1. The provisions of RRC Solicitation No. 455-23-1007 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 SOS or any contract resulting from it.
2. Vendor intends to furnish the requested goods and/or services at the prices quoted in its Response, and notwithstanding any disclaimers in Vendor's Response and notwithstanding any other provision of the SOW or the Contract to the contrary, Vendor warrants and guarantees that all services will meet all specifications of the Contract.
3. Vendor's prices include all costs of Vendor in providing the requested items that meet all specifications of the SOS, and Vendor's prices will remain firm for acceptance for a minimum of one hundred eighty (180) calendar days from deadline for submission of Response.
4. Each of Vendor's employees, including replacement employees hired in the future, will possess the qualifications, education, training, experience, and certifications required to perform the Services in the manner required by the SOS.
5. Vendor represents and warrants that Vendor's provision of goods or services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
6. Pursuant to Texas Government Code §2155.003, Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.
12. Vendor certifies that if a Texas address is shown as the address of the Vendor within the Response, Vendor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
13. Under Texas Family Code §231.006, regarding child support, Vendor certifies that the individual or business entity named in the Response and any Contract resulting from Vendor's Response to the SOW is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, pursuant to Texas Family Code §231.006, in event of Contract award, Vendor agrees to provide, prior to Contract award, the name and Social Security Number for each person with 25% or greater ownership interest in the business entity.
14. Under Texas Government Code §669.003, Vendor certifies that it does not employ, or has disclosed its employment of, any former executive head of RRC. Vendor must provide the following information (or indicate "N/A" if not applicable) in Vendor's Response.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Vendor: _____

Date of Employment with Vendor: _____

15. 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.
16. 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.
17. 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.
18. 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.**

19. 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.
20. Pursuant to Texas Government Code §2274.002, Respondent certifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.
21. Pursuant to Texas Government Code §2274.002, 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.
22. Section 2155.0061 mandate the use of statutorily specified text. Section 2155.0061 of the Texas Government Codes states the following: (a) A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been convicted of any offense related to the direct support or promotion of human trafficking.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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".
33. 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.

34. 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.

35. 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.
36. Pursuant to 34 Texas Administrative Code §20.306, if applicable to the SOW, Vendor claims the preference(s) checked below:
- | | |
|--|--|
| <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 |
37. 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.
38. 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.

39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. Vendor represents and warrants that all statements and information prepared and submitted in this document and Vendor's Response are current, complete, true, and accurate. Submitting a Response with a false statement, and/or material misrepresentations made during the performance of a Contract, are a material breach of the Contract and may void Vendor's Response and the Contract if awarded.

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

Vendor Name

Federal Employer Identification Number

Signature of Authorized Representative

Date Signed

Printed Name & Title of Authorized Representative

ATTACHMENT 3
PRICING WORKSHEET

The Pricing Worksheet provides the framework for detailed cost information for the project delivered in the Drilling Permits Workorder, the Completions Workorder, and future Workorders, as applicable. The Pricing Worksheet must be the only document containing proposed pricing information in the response.

At lines 1-10 of *Table 1-Workorder 1 & 2 Pricing*, Respondents must provide the cost of each deliverable associated with the Drilling Permits Modernization (Workorder 1) Deliverable, including all software, hardware, software customization, implementation services, and deployment services and activities required to support the final deliverables. At line 11, Respondent must provide the total price of the Drilling Permits Modernization (Workorder 1) deliverable. The total price should be the sum of lines 1-10.

At lines 12-21 of *Table 1-Workorder 1 & 2 Pricing*, Respondent must provide the cost of each deliverable associated with the Completions Modernization (Workorder 2) Deliverable, including all software, hardware, software customization, implementation services, and deployment services and activities required to support the POC and final deliverables. At line 22, Vendors must provide the total price of the Environmental Permitting Modernization (Workorder 2) Deliverable.

At lines 1-8 of *Table 2- Hourly Rate Pricing*, Respondents 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 1: Workorder 1 & 2 Pricing

<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
1	Drilling Permits Modernization (Workorder 1) Project Plan	\$
2	Drilling Permits Modernization (Workorder 1) Requirements documentation	\$
3	Drilling Permits Modernization (Workorder 1) Design documentation, inclusive of data conversion/migration	\$
4	Drilling Permits Modernization (Workorder 1) RRC User Acceptance Testing support plan	\$
5	Drilling Permits Modernization (Workorder 1) System Testing / Tests documentation	\$
6	Drilling Permits Modernization (Workorder 1) Development configuration, code, and database, inclusive of any integration development and associated documentation	\$
7	Drilling Permits Modernization (Workorder 1) Training and User Manuals	\$

<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
8	Drilling Permits Modernization (Workorder 1) Knowledge Transfer plan and documentation	\$
9	Drilling Permits Modernization (Workorder 1) Deployment Plan including conversion/migration	\$
10	Drilling Permits Modernization (Workorder 1) Post-deployment support logistics plan	\$
11	Drilling Permits Modernization (Workorder 1) Total Price	\$
12	Completions Modernization (Workorder 2) Project Plan	\$
13	Completions Modernization (Workorder 2) Requirements documentation	\$
14	Completions Modernization (Workorder 2) Design documentation, inclusive of data conversion/migration	\$
15	Completions Modernization (Workorder 2) RRC User Acceptance Testing support plan	\$
16	Completions Modernization (Workorder 2) System Testing/Tests documentation	\$
17	Completions Modernization (Workorder 2) Development configuration, code, and database, inclusive of any integration development and associated documentation	\$
18	Completions Modernization (Workorder 2) Training and User Manuals	\$
19	Completions Modernization (Workorder 2) Knowledge Transfer plan and documentation	\$
20	Completions Modernization (Workorder 2) Deployment Plan including conversion/migration	\$
21	Completions Modernization (Workorder 2) Post-deployment support logistics plan	\$
22	Completions Modernization (Workorder 2) Total Price	\$

Table 2: Hourly Rate Pricing

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

ATTACHMENT 4
VENDOR INFORMATION SECURITY AGREEMENT

Purpose

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

Definition of Vendor

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

Vendor Access

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

1. I hereby agree to:
 - A. Only access data that is necessary to address contractual obligations;
 - B. Not retain RRC system, application or user data outside of RRC computer systems;
 - C. Only use RRC information and Information Resources for the purpose(s) stated in the Contract with Vendor;
 - D. Not divulge to any other person or organization or deliver to any other person or organization any credential, badge, access card or any other RRC information acquired by Vendor in the course of doing business with the RRC unless the applicable Contract with Vendor expressly permits such disclosure or, unless prior, express written consent is received from a duly authorized representative of the RRC; and
 - E. Not disclose any configuration, systems management, security, application or associated information to any person or organization outside of authorized RRC representatives unless prior, express written consent is received from a duly authorized representative of the RRC.
2. I hereby agree to direct any request or question regarding the applicable Contract with the Vendor to the following Vendor Contract Manager or to any designated successor:

Name of Contract Manager: _____

E-mail Address for Contract Manager: _____

Telephone Number for Contract Manager: _____

3. I hereby acknowledge and agree that Vendor's authorized representative must provide the RRC a list of all Vendor employees or other representatives authorized to perform work under the applicable Contract with Vendor. I further acknowledge and agree that this list may be revised from time to time and that the revised list must be provided to the RRC within 24 hours of any change in Vendor employees or other representatives; and, provided, further, that if my name fails to appear on this list, I shall be deemed separated from employment by or no longer an authorized representative of Vendor and must immediately surrender the identification badge/access card provided to me as well as surrender any equipment or supplies provided to me by the RRC;
4. I hereby agree to acquire an identification badge/access card from the RRC; and further agree that it must always be worn and displayed by me while on RRC premises. I further agree to surrender the identification badge/access card as well as any equipment or supplies provided to me by the RRC immediately following: (1) the termination date of the Contract with Vendor; (2) RRC's receipt of notice from Vendor that I am no longer employed by or representing Vendor; or (3) receipt by Vendor of a written request by the RRC, issued in the RRC's sole discretion, seeking that I terminate all work on the Contract with Vendor;
5. I hereby agree to immediately report any security incident directly to the designated Vendor Contact and the RRC Information Security Officer;
6. I hereby agree to comply with all State of Texas and Railroad Commission auditing requirements, including, but not limited to, the auditing of the Vendor's work; and
7. I hereby agree that all software used by the Vendor representative in providing goods or services to the RRC is properly licensed.

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

Vendor Printed Name

Vendor Representative's Printed Name

Vendor Representative Signature

Date Signed

ATTACHMENT 5
RESPONDENT'S QUALIFICATIONS STATEMENT

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

Table 1. General Firm Information

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

Table 2. Principals in Firm and Years' Experience in ITS Products & Services Industry

NAME	TITLE	PHONE	NO. OF YEARS

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

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

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

RESPONDENT'S CAPABILITIES

FIRM'S AVERAGE ANNUAL GROSS REVENUE \$ _____

Percentage of this revenue by categories:

Table 4. Percentage of Average Annual Gross Revenue by Category

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

FINANCIAL CAPABILITIES

Table 5. FINANCIAL INFORMATION SUMMARIZED BELOW WAS PREPARED BY:

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

Table 6. FINANCIAL STATEMENT SUMMARY:

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

Table 7. BONDING REFERENCES: Indicate agency/surety through which bonding will be obtained.

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

Table 8. Bonding Company Information

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

Table 9. Banking References

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

RESPONDENT'S EXPERIENCE RECORD

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

Table 10. Project 1 of 3

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

Table 11. Project 2 of 3

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

RESPONDENT'S EXPERIENCE RECORD (continued)

Table 12. Project 3 of 3

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

RESPONDENT'S DESIGNATED PROJECT MANAGER'S INFORMATION:

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

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

*Include only experience within information technology services industry.

RESPONDENT'S DESIGNATED PROJECT MANAGER'S EXPERIENCE RECORD:

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

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

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

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

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

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

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

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

RESPONDENT'S HUB AND PREVIOUS RRC CONTRACTING EXPERIENCE:

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

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

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

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

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

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

 Respondent Name

 Signature of Owner or Officer

 Title of Person Signing

Date

HUB SUBCONTRACTING PLAN FORM



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

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



HUB Subcontracting Plan (HSP)

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

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

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

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

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

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

(mm/dd/yyyy)

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

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

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

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

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

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

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

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

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

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

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

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

SECTION 4: AFFIRMATION

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

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

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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Reminder:

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

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____	Requisition #: _____
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IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

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

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

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

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Enter your company's name here: _____	Requisition #: _____
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SECTION B-4: SUBCONTRACTOR SELECTION

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

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

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

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

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

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

**HUB SUBCONTRACTING (HSP) PRIME CONTRACTOR
PROGRESS ASSESSMENT REPORT**

ATTACHMENT 8
RRC SAMPLE CONTRACT

SAMPLE CONTRACT NO. 455-23-1007

between

RAILROAD COMMISSION OF TEXAS

and

VENDOR NAME

for

**Information Technology Services: Ground Protection Council's Risk Based
Data Management System (RBDMS)**

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

WITNESSETH

WHEREAS, Texas Government Code Chapters 2155 and 2157 provide for RRC's authority to procure information technology goods and/or services and RRC intends to acquire certain information technology goods and/or services, namely software and services for the development of a highly accessible, intuitive, single point of access to the data contained in RRC's information systems, to include a data repository and analytics solution ("Data Warehouse/Business Intelligence solution"), and

WHEREAS, in accordance with applicable provisions of Texas Government Code Chapters, 2155, 2157 and 2261, RRC has selected Vendor to provide the desired RBDMS® application and services references within the RRC Request for Offer (RFO) No. 455-23-1007 ("RFO No. 455-23-1007"), and the Vendor has agreed to provide the desired RBDMS® applications and services referenced within RFO No. 455-24-1007, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of RFO No. 455-23-1007 including but not limited to insurance, bonding requirements (if any), and specifications within the Statement of Work, constitute part of this Contract No. 455-23-1007.

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

I. CONTRACT DOCUMENTS

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

- a. This Contract No. 455-23-1007;
- b. Exhibit A, RFO No. 455-23-1007, including all associated attachments, appendices, exhibits, and addenda; and
- c. Exhibit B, Vendor's Offer, dated Month, DD, YYYY (Vendor's Offer).

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

1.03. ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this Contract No. 455-23-1007 shall take precedence over the other Contract Documents. Any inconsistency among the Contract Documents shall be resolved applying the order of priority as listed below:

- a. This Contract No. 455-23-1007; then
- b. Exhibit A, RFO No. 455-23-1007; and then
- c. Exhibit B, Vendor's Proposal.

II. TERM

2.01. CONTRACT AWARD.

- a. The original term of this Contract shall be from date of the last Party's signature, and shall continue through August 31, 2025 ("Original Term"), unless terminated earlier as provided in RFO No. 455-23-1007, section 3.1.8. and/or section 2.02. set forth below, Part IV, and/or Section 2.02. set forth below.

Prior to expiration of the Original Term or subsequent renewal term, as applicable, RRC may extend this Contract, by written amendment, for up to one (1) two-year renewal option, followed by a second (1) one-year renewal term.

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

2.02. TERMINATION.

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

- b. Termination for Convenience.** RRC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice ("Notice of Termination") to Vendor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by RRC under this subsection, Vendor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 2.02.c.
- c. Implementation of Termination.** Vendor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by RRC to preserve the work in progress. In the event of termination by RRC, RRC shall pay Vendor for all work satisfactorily performed up to the effective date of termination.

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

III. CONSIDERATION AND SERVICES

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

3.02. SERVICES.

- a.** Vendor shall provide the goods and services necessary and reasonably inferable to complete the work described in RFO No. 455-23-1007.
- b.** Vendor's services shall include all disciplines agreed upon between the Parties and all related usual and customary consultant and other services necessary and reasonably inferable to deliver all services in accordance with RRC's specifications and the terms and conditions of this Contract.
- c.** Additional goods and services are those services which shall be provided ONLY if authorized or confirmed in writing by RRC, and which are in addition to the goods and services contained within the scope and content of RRC's specifications and Vendor's Proposal in response to the RFO No. 455-23-1007. In the event additional goods and services are proposed by Vendor, Vendor shall not proceed therewith except only after Vendor's receipt of RRC's written acceptance of the additional services proposed.
- d.** The Scope of Work (Part 2 of RFO No. 455-23-1007) describes the intended project scope and character. The Parties agree it is Vendor's responsibility to review and understand requirements of the entire Statement of Work, including specifications therein, and to provide deliverables, including information resources services, to achieve those objectives.
- e.** Vendor agrees and acknowledges that RRC is entering into this Contract in reliance on Vendor's represented professional abilities with respect to performing the services, duties, and obligations under this Contract. Vendor, and Vendor's consultants and subcontractors (if any) shall perform all services pursuant to this contract diligently and shall endeavor to further the interest of RRC in accordance with RRC's requirements and procedures and the standards of care and performance as described herein. Vendor agrees to use its best efforts to perform the Services (i) in accordance with the usual and customary professional standards of

- care, skill and diligence consistent with industry best practices for vendors that provide services for projects that are similar in size, scope, and budget to that within this Contract, and (ii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to Vendor that will limit or prevent performance by Vendor of the services required under the Statement of Work and the Contract. Vendor hereby agrees to correct, at its own cost, any of its services, and the services of its consultants and subcontractors (if any) that do not meet this standard of care.
- f. Vendor's services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Vendor's services by RRC shall relieve Vendor of any of its duties or release it from any liability, it being understood that RRC is, at all times, relying upon Vendor for its skill and knowledge in performing Vendor's services. RRC shall have the right to reject any of Vendor's goods/services in accordance with the terms and conditions of RFO No. 455-23-1007.
 - g. Vendor agrees to furnish efficient business administration and superintendence and to use Vendor's best efforts to fulfill the Contract requirements in an expeditious and economical manner consistent with the interest of RRC and Vendor's professional skill and care.
 - h. Vendor shall allocate adequate time, personnel and resources as necessary to deliver goods and/or perform services and work under the Contract. Changes of Vendor's key personnel identified in Vendor's Proposal shall not be made without prior written approval of RRC. Vendor's day-to-day project team will be led by Vendor's Project Manager unless otherwise directed by RRC or prevented by factors beyond the control of Vendor. Vendor's Project Manager shall act on behalf of Vendor with respect to all phases of Vendor's goods and/or services delivery and shall be available as required for the benefit of the project and RRC.

3.03. PAYMENTS TO VENDOR.

- a. Payments to Vendor will be made in accordance with the terms and conditions of the Contract, and within thirty (30) days from receipt of a complete, correct, and approved invoice or statement of payment in accordance with Texas Government Code Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Vendor will be paid for completion of work accepted and approved by RRC.
- b. Vendor shall invoice RRC for work accepted and approved by RRC. Vendor shall submit invoices as specified in RFO No. 455-23-1007.

IV. FUNDING.

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

V. VENDOR PERSONNEL.

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

VI. NOTICES.

6.01. LEGAL NOTICES.

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

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

For Vendor: Vendor Legal Name
Full Mailing Address

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

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

VII. MISCELLANEOUS PROVISIONS.

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

7.02. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract No. 455-23-1007 shall be construed as if such provision did not exist

and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

7.04. SOVEREIGN IMMUNITY. The Parties agree and acknowledge that nothing contained in RFO No. 455-20-1001, Vendor's Offer, or this Contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the State of Texas. RRC and the State of Texas retain all legal defenses and immunities available to each. RRC does not waive any privileges, rights, defenses, remedies, or immunities, available to RRC as an agency of the State of Texas or otherwise available to RRC.

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

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

7.07. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signature to this Contract, Vendor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Vendor signs this Contract with a false statement or it is subsequently determined that Vendor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Vendor shall be in default under this Contract, and RRC may terminate or void this Contract for cause and pursue other remedies available to RRC under this Contract and applicable law.

7.08. ENTIRE CONTRACT AND MODIFICATION. This Contract No. 455-23-1007 and all Contract Documents referenced in Section 1.01. herein constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

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

**RAILROAD COMMISSION OF
TEXAS**

VENDOR LEGAL NAME

Wei Wang
Executive Director

Printed Name
Title: _____

Date of Execution

Date of Execution

_____RRC use only below this line.

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

ATTACHMENT 9
CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF TEXAS RFO NUMBER: 455-23-1007

COUNTY OF: _____ CONTRACT NUMBER: 455-23-1007

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared

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

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

Information Technology Services: Ground Water Protection Council's Risk Based Data Management System (RBDMS)

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

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

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

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

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

Signature

Title

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

(SEAL)

Notary Public in and for

_____ County, Texas

ATTACHMENT 10
CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF TEXAS

RFO NUMBER: 455-23-1007

COUNTY OF: _____

CONTRACT NUMBER: 455-23-1007

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared

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

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

Information Technology Services: Ground Water Protection Council's Risk Based Data Management System (RBDMS)

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

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

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

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

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

Signature

Title

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

Notary Public in and for

_____ County, Texas

ATTACHMENT 11
Deliverable Notice of Completion and Acceptance Voucher

Step 1: Vendor's Notice of Completion

Through this document submission, the vendor officially communicates to the RRC that all work efforts associated with the deliverable described below have been completed. In accordance with the solicitation, the contract documents, and the approved Work Plan, the RRC acts in reliance on the Vendor's diligence and accuracy in preparing these documents or work products:

Agreed Deliverables

Deliverable Name.	_____
Deliverable No.	_____
Due Date	_____
Date Delivered	_____
Deliverable Price	\$ _____
Retainage Amount	\$(_____)
Amount to be Paid Less Retainage	\$ _____

Acknowledgement Signature:

Vendor Project Manager Signature

Date

Printed Name

Title

Step 2: RRC Deliverable Acceptance Voucher

Acceptance of this deliverable is made for the purpose of making a payment and is subject to the terms of the contract between Vendor and RRC. If accepted, please attach a copy of this signed form to your invoice.

Deliverable Acceptance or Rejection:

Deliverable Accepted

Deliverable Rejected

Improvements	
Deficiencies	
Comments	

Acceptance Signature:

RRC Project Manager Signature

Date

Printed Name

Title

RRC Contract Manager Signature

Date

Printed Name

Title

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT



RAILROAD COMMISSION OF TEXAS

OPERATIONS DIVISION

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") made this DDth day of Month Year (the "Effective Date") by and between _____ and Railroad Commission of Texas ("RRC"), (collectively, the "Parties" and each individually a "Party").

The Parties have entered into RRC Contract No. 455-23-1007 for Information Technology Services: Ground Water Protection Council's Risk Based Data Management System (the "Services"). The Parties recognize that in the course of their discussions to further the Services, it may become necessary for each Party to disclose to the other certain Confidential Information (as defined below). Each Party desires to set forth the terms that apply to such disclosure of Confidential Information.

NOW, THEREFORE, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties shall (i) use reasonable efforts to maintain the confidentiality of the information and materials, whether oral, written or in any form whatsoever, of the other that may be reasonably understood, from legends, the nature of such information itself and/or the circumstances of such information's disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, "Confidential Information"); (ii) take reasonable action in connection therewith, including without limitation at least the action that each takes to protect the confidentiality of its comparable proprietary assets; (iii) to the extent within their respective possession and/or control, upon termination of this Agreement for any reason, immediately return to the provider thereof all Confidential Information not licensed or authorized to be used or enjoyed after termination or expiration hereof, and (iv) with respect to any person to which disclosure is contemplated, require such person to execute an agreement providing for the treatment of Confidential Information set forth in clauses (i) through (iii). The foregoing shall not require separate written agreements with employees and agents already subject to written agreements substantially conforming to the requirements of this Section nor with legal counsel or other professional advisers under a professional obligation to maintain the confidences of clients.
2. Notwithstanding the foregoing, the obligation of a person to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of such person; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by such person from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by such person from sources or through persons that such person can demonstrate had no access to Confidential Information; or (v) are lawfully known by such person at the time of disclosure other than by reason of discussions with or disclosures by the Parties.
3. All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the Effective Date, nor as granting any right with respect to the use or marketing of any product or service. The Parties shall use the Confidential Information only for the performance of the Services. The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Services and shall remain binding for a period of two (2) years from the Effective Date.
4. As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.
5. Neither Party makes any representation or warranty with respect to any Confidential Information disclosed by it, nor shall either Party or any of their respective representatives have any liability hereunder with respect to the accuracy or completeness of any Confidential Information or the use thereof.

6. Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.
7. Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under this Agreement shall be addressed to the addresses stated in Section VI. Notices of RRC Contract No. 455-23-1007.
8. This Agreement is to be governed by and construed in accordance with the laws of the state of Texas. Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party.
9. I agree not to disclose or otherwise divulge any information pertaining to this agreement, contents, or status, to anyone. I understand the terms "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or portion of any documents, or information provided without prior authorization from RRC.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

RECEIVING PARTY

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
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Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

DISCLOSING PARTY

Wei Wang: _____
 Executive Director
 Date: _____