



**RAILROAD COMMISSION OF TEXAS
1701 N. CONGRESS AVE.
AUSTIN, TEXAS 78701**

**REQUEST FOR OFFER
RFO #455-18-9003**

INSPECTION ENFORCEMENT TRACKING AND REPORTING SYSTEM

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**PRE-OFFER CONFERENCE:
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DEFINITIONS. For purposes of this RFO, the following definitions apply:

ADA: means the Americans with Disability Act

Addendum: means an addition, change, or supplement to a solicitation document issued prior to the opening date (due date of Offers).

Agency: means the Railroad Commission of Texas and the state agency responsible for the issuance of this RFO.

API: in computer programming means a set of routines, protocols, and tools for building software and applications.

CISSP: stands for Certified Information System Security Professional, an independent information security certification governed by the International Information Systems Security Certification Consortium, also known as ISC.

COTS: refers to Commercial off-the-shelf products that are commercially available and are bought “as is”, with no custom programming.

Contract: means the written agreement, if any, executed by the authorized representative(s) of the Parties that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFO, of the respective Parties to the arrangement for provision of services.

Contractor: means the individual or business entity that has a contract to provide goods or services to the State of Texas. *Contractor* is used interchangeably with the term “Vendor”.

DCS: Data Center Services program, overseen by the Texas Department of Information Resource (DIR), 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 means a unit or increment of work required by the contract, including such items as goods, services, reports, or documents.

ERD: in software engineering, an entity-relationship model (ERD) is a data model for describing the data or information aspects of a business domain or its process requirements in an abstract way that lends itself to being implemented in a database such as a relational database.

FY: means Fiscal Year.

HUB: means Historically Underutilized Business, including but not limited to a minority and/or women-owned business, as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161.

ISO: Information Security Officer, is the person within an organization responsible for establishing and maintaining the enterprise strategies to ensure adequate protection for information assets and technologies.

Offer: means a Respondent’s Offer submitted in response to this RFO with the intention for the Offer to be used as a basis to negotiate a Contract.

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

of a fixed-layout flat document, including the text, fonts, graphics, and other information needed to display it.

PMI: The Project Management Institute is the organization of choice for project management professionalism. PMI establishes Project Management standards, provides seminars, educational programs and accreditation for project management.

RFO: means the document so titled and exhibits, attachments, and appendices thereto which constitute the solicitation requesting submittal of an Offer to the required scope of services (statement of work) and usually includes some form of a cost proposal, and allows for negotiations between the Respondent and the issuing agency.

Respondent: means an individual or business entity submitting an Offer proposal in response to this solicitation.

Respondent's Employee(s)/Respondent's Personnel: means any and/or all of the following, without limitation to: employees, leased employees, agents, officers, directors, staff, independent contractors, contractors, or subcontractors, or any individuals furnished, referred, or provided by the Respondent for the purposes arising out of or related to this RFO, the Respondent's Offer, and the contract, if any, that results from the award made by RRC to the Respondent.

Responsive: means that a Respondent has complied with all material aspects of the solicitation document, including the submission of all required documents, within the timeframe specified in the solicitation document.

Responsible: means that Respondent has the capability to fully perform and deliver, in accordance with the solicitation requirements.

SDC: refers to the state San Angelo Data Center (see DCS).

Selected Respondent: means the individual or business 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.

SLA: Service Level Agreement, is a part of a standardized service contract that formally defines service. Particular aspects of the service – scope, quality, responsibilities – are agreed between the service provider and the service user.

SOW: Scope of Work, is a document, routinely employed in the field of project management, which defines project-specific activities, deliverables and their respective timelines, all of which form a contractual obligation upon the vendor in providing services to the client.

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

Vendor: means the individual or business entity that has a contract to provide goods or services to the State of Texas.

Vendor is used interchangeably with the term "Contractor".

PART I. GENERAL INFORMATION

1.1. Introduction and Scope.

In accordance with provisions of Texas Government Code Chapters 2054, 2155, 2156, 2157, and applicable RRC rules and policies, the Railroad Commission of Texas seeks competitive sealed responses from qualified entities to deliver automated information systems and services related to RRC's Inspection Enforcement Tracking and Reporting System (IETRS) in accordance with the terms, conditions, and specifications of this RFO. This RFO provides sufficient information for interested parties to prepare and submit Offers for consideration by RRC.

Each offer should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFO. Respondent's should emphasize completeness, clarity of content, responsiveness to the requirements, and an understanding of RRC's needs.

By submitting an Offer, each Respondent certifies it understands this RFO and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the services to be provided, and the conditions under which the services are to be performed. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFO will be the sole responsibility of the Respondent.

The scope of this solicitation includes all the objectives described in the agency's Business Case, such as implementation of system interaction capabilities between the inspection system and regulated community and improving reporting and data transparency, and others (see Attachment 13 – IETRS Business Case). Offers must include solutions and pricing for the solicitation scope.

The RRC will evaluate the Offers based on the Respondent's experience, qualifications, technical approach, and pricing, as described in the "Evaluation Criteria" section.

Respondents are cautioned to carefully read the information contained in this RFO and to submit as directed a complete response to all requirements and questions.

1.1.1. Purchasing Authority.

This purchase is in accordance with Texas Government Code, Chapters 2155, 2156 and/or 2157, as applicable, and applicable rules.

1.1.2. Background.

RRC Mission Statement: Our mission is to serve Texas by our stewardship of natural resources and the environment, our concern for personal and community safety, and our support of enhanced development and economic vitality for the benefit of Texans.

The RRC has seen an increase in demand for services via its information assets due to the increase in oil and gas drilling and production, and advancements related to extraction for various fields. This increased demand is driving the need to move quickly in transforming to a flexible and scalable web-based environment. Existing Information Technology (IT) systems and processes can be cumbersome and time consuming for both RRC employees and the stakeholders they serve.

The RRC received approval for the Fiscal Years 2018 and 2019, to continue efforts to transform its business operations into a more modern, flexible, and agile web-based environment. The IETRS project program is a continued effort by the RRC to modernize its business processes, reduce the dependence on paper mailings to communicate with customers, and shift the processing of paper-based forms to electronic (online) filing.

In addition to these efforts, the RRC continues to move from paper-based forms into web-based solutions, as well as undertake the major effort to migrate off of from its existing mainframe over the next two (2)

to four (4) biennia.

1.2. Contract Term.

The initial term of the contract will be from date of award, or the last signature date, whichever is later, and shall expire on August 31, 2021. RRC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. The Contract is subject to termination or cancellation, without penalty to RRC, in either whole or in part, subject to the availability of state funds (legislative appropriations). If RRC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either RRC's or Selected Respondent's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or canceled and be deemed null and void.

1.2.1. Notwithstanding the termination or expiration of the Contract, the provisions regarding indemnification, confidentiality, dispute resolution, audit rights, and warranties shall survive the termination and expiration dates of the Contract.

1.3. Texas State Agency Holiday Schedule and RRC Official Business Hours.

The resulting Contract will be issued in State Fiscal Year (FY) 2019. The State FY begins September 1st, and ends on August 31st. There are official State holidays recognized by Texas State agencies. On these days, the Railroad Commission of Texas may not be officially opened for business or may be closed. Respondents should refer to the Texas Comptroller of Public Accounts (CPA's) website at the following link: http://comptroller.texas.gov/taxinfo/state_holidays.html, for a .pdf document of the FY2019 State Agency Holiday schedule, which provides additional information on state agency closures: <http://www.hr.sao.texas.gov/holidays>. This Holiday schedule is updated each State Fiscal Year by the Texas Comptroller of Public Account's Office.

For the purposes of this RFO and the term of any resulting contract, the official business hours of the Agency are Monday through Friday, 8:00 a.m. to 5:00 p.m. Saturday or Sunday may also be considered as a workday at the sole discretion of the Commission's authorized representatives.

1.4. Protest Procedure.

Any protest shall be governed by RRC's protest rules, which are set forth in 16 TEX. ADMIN. CODE §20.1.

PART II. STATEMENT OF WORK

2.1. Project Goals and Objectives.

The goals and objectives for this project are to:

- 1) Increase consistency across agency data (including nomenclature standardization);
- 2) Build a platform to manage and track inspection, enforcement, docket, and hearings processes;
- 3) Improve interaction between the RRC's inspection and case management systems and the regulated community, and
- 4) Improve data transparency and reporting for the RRC, regulated industries, and the general public.

2.2. Scope.

The RRC is seeking a qualified Vendor that can deliver solutions to the business needs identified in Attachment 13 - IETRS Business Case. The Selected Respondent's solution should allow for a modular approach to address those business needs and issues.

Using a phased approach, the plan is to move onto an expandable platform that allows for the implementation of an agency inspection system and a case management system, over the next several biennia.

Under this contract, selected case types will be implemented on the platform to reflect the spectrum of docketed items handled by RRC staff. Expected functionality include:

- 1) An expandable platform for selected case types covering:
 - a) Case/docket creation and management;
 - b) Case and hearings work assignment and tracking;
 - c) Self-service report generation;
 - d) Hearings scheduling and management;
 - e) Online filing of case-related documents; and
- 2) An inspection management system focused on pipeline inspections, but capable of handling all/any agency inspection type..

As funding is available in succeeding biennia, RRC plans to build on the progress made with this contract to:

- Incorporate other types of agency inspections into the new inspection framework, and
- Implement the remaining case types into the new case management solution.

2.3. Implementation Strategy.

The RRC seeks a multi-release implementation strategy. Respondent's Offer shall include logical groupings of functionality (with associated deployment timeframes) that can be independently deployed to production at various times throughout the life of the project.

At a minimum, these groupings must include:

- 1) Case/docket and hearings management;
- 2) Inspection Management System; and
- 3) Integration with existing systems. Vendor is asked to propose an approach and separate pricing for these integrations. This will be considered a separate component of the proposed solution. Additional information about the types of integrations and current RRC technologies can be found in Attachments 17 and 20 (high-level features) and Attachment 14 (architecture description and diagram).

2.4. Service Environment.

The following sections describe components of the RRC business, technical, and operating environment. Any expectations related to this SOW are provided.

2.4.1. Standards and Security Requirements.

Listed below are the minimum security requirements that must be satisfied by the proposed solution:

1. Data must be stored within the United States. Data storage within Texas is preferred.
2. Communications and transports must be encrypted using at least a 256-bit algorithm.
3. Solution must incorporate role-based credential management.
4. Vendor must comply with all licensing requirements be it GNU General Public Licenses or Proprietary licenses agreements and/or End User License Agreements as stated within such agreements. Vendor must provide the terms and conditions of any software licenses when submitting their Offer.
5. At the request of the RRC, the vendor will provide, at no additional fee, all data generated, captured, stored, or collected in any manner by the Solution to the RRC in a format acceptable to the RRC within 10 business days, along with supporting documentation, including but not limited to data dictionary, schema map, security configuration, etc. as required for use by the RRC.

Vendor shall provide a description of security approaches as part of their Technical Approach (see Attachment 2).

2.4.2. RRC Architecture Description and Diagrams.

Attachment 14 provides a high-level description of the current RRC architecture and technologies used for integrations.

2.4.3. Solution Architecture Expectations.

The RRC will not pre-dispose architecture requirements for these solutions because it anticipates the solution will be independent of existing platforms. However, integration with existing systems and platforms (as described in “Commission Architecture Description and Diagrams”) must be considered by the Respondent and integration paths must be described in the response.

Additionally, the RRC expects integration with existing systems to be a joint effort between the selected Vendor and RRC staff to leverage RRC staff’s institutional knowledge.

2.4.4. RRC Personnel.

The RRC will provide subject matter experts, for validation of business and technical analysis.

The selected Vendor will be responsible for project management and performing all other related implementation activities needed for the project.

Selected Vendor will be responsible for providing appropriately skilled staffing to meet the Roles and Responsibilities and Service Levels set forth in this Scope of Services.

RRC recognizes that relationships with its partners are an essential component for successful contract management and ongoing RRC-Vendor relationship satisfaction. RRC requires a relationship with Vendor based on the following key elements, including:

1. Mutual trust and respect
2. Excellent communication between both Parties
3. Appropriate governance structures
4. Well-defined roles and responsibilities

Procedural, reporting, and communication processes and structures for managing the Vendor-provided services will be established through collaborative discussion between the selected Vendor and RRC. They will be documented and maintained by Vendor, approved by RRC, and modified and updated on an ongoing basis to reflect changes to the business and operational relationship.

RRC and Vendor will agree on additional points of contact and a reporting structure to support day-to-day operations and reviews of the Vendor's performance. These may include technical, financial, and service level requirements reviews as well as the resolution of other operational issues.

These reporting schedules will be documented and maintained by Vendor in a repository accessible to the RRC management team. A regular meeting schedule will need to be established for the reporting levels outlined in this document. The Vendor must provide processes and procedures acceptable to RRC that can be used to manage day-to-day relationship processes and shall include, at a minimum:

- 1) Dispute resolution
- 2) Contract change management
- 3) Performance reporting (e.g., Service Level Requirements (SLRs), project status, outstanding service request status)
- 4) Scope changes

2.4.5. Service Locations.

The RRC requires all critical project activities to be conducted on site at RRC's headquarters offices located at 1701 N. Congress Avenue, Austin Texas 78701. The RRC will determine "critical" and "non-critical" project activities at its sole discretion. Non-critical project activities may be performed from remote locations within the United States of America. No remote work shall be conducted outside of the contiguous United States. RRC data and project information is not permitted to leave the United States for security reasons.

2.4.6. Assumptions and Constraints.

1. Vendors must (1) comply with hosting solutions provided by the Department of Information Resources (DIR) Data Center Services (DCS) or (2) collaborate with RRC to request a DIR exception (best-value-for-the-state justification) to use any other hosting solutions. For additional information on DCS offerings, please visit the [DIR DCS Website](#).
2. Detailed Solution Architecture documentation must be provided to allow for effective evaluation by the RRC.

2.5. Service Definitions and Roles and Responsibilities.

The following sections describe the scope of deliverables for this SOW, expected roles and responsibilities, and acceptance criteria for deliverables.

2.5.1. Service Requirements (detailed scope).

The following items are the minimum components/deliverables that must be met for any Offer to be considered. Vendors may propose a more detailed deliverable structure for this engagement as it deems appropriate.

2.5.2. Work Plan.

Selected Respondent will be required to submit a Work Plan within twenty-one (21) calendar days of award. RRC will review the Work Plan and provide any required edits, to ensure the Work Plan meets the requirements of this project. Once approved, Vendor shall perform according to the Work Plan. The Work Plan will be the first deliverable of this project.

At a minimum, the Work Plan shall include, without limitation:

- 1) Project overview and project scope;
- 2) Technical solution(s) and detailed implementation approach;
 - a) Approach detail
 - b) Templates
 - c) Techniques to be used
 - i) Database Design Document

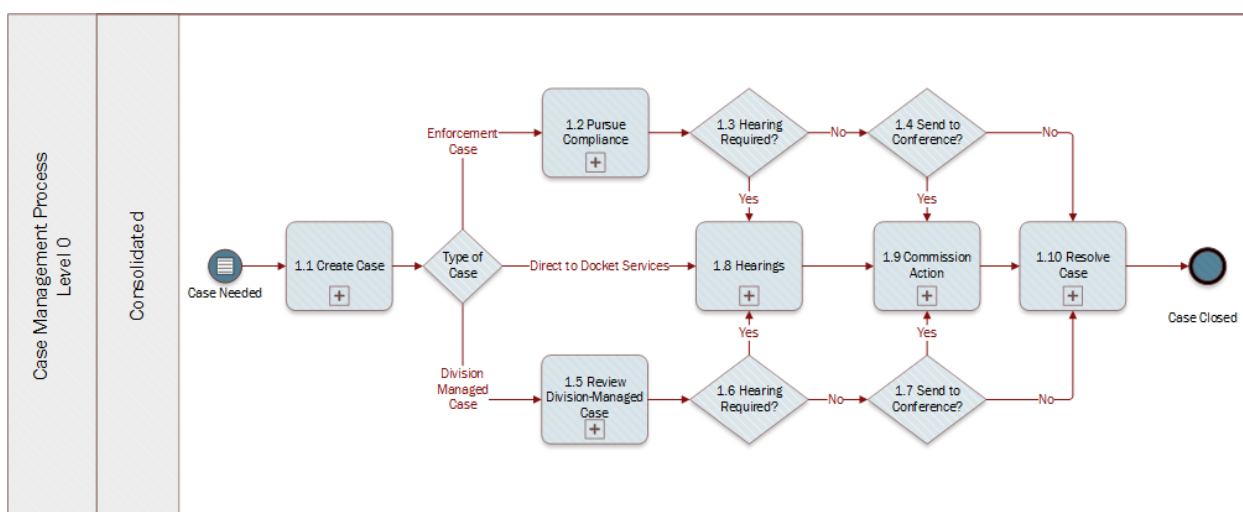
- (1) Data flow diagram
- (2) Database capacity planning
- (3) Entity Relationship Diagram (ERD) and data dictionary specifications
- (4) Detailed Extract-Transform-Load (ETL) design, including field transformation
- ii) Front-End/Middle Tier Design documentation
 - (1) System Integration diagram
 - (2) Error handling
 - (3) Event logging
- d) Examples that describe the level of detail for each artifact
- 3) Detailed schedule by deliverable and task;
- 4) Deliverable acceptance criteria;
- 5) Critical assumptions;
- 6) Quality management;
- 7) Key personnel who will participate in the effort. (Shall include a list of contract personnel assigned to the effort, along with a synopsis of each person's role description and their organization structure for the project); and
- 8) Security Methodology: NOTE: The security methodology shall be compliant with Title 1 Texas Administrative Code, Chapter 202. requirements, while protecting individual, personal, and/or proprietary data.

2.5.3. Case Management System.

In fiscal year 2017, RRC handled over 12,000 cases in 149 case types across all areas regulated by the RRC. Three (3) general case groupings, described in the following sections, have been defined to describe these cases.

- 1) **Enforcement cases** involve one or more *violations* that must be brought into compliance by the company/operator.
- 2) **Directly-docketed cases** originate from requests from external or internal persons/groups spanning subject matter such as field rule amendments, good faith claims, show cause hearings, and Commission-called cases. These cases proceed directly to Docket Services and are docketed when the case is created.
- 3) **Division-managed cases** deal with applications, rule exceptions, and other requests that are often administratively resolved without going to hearing or Commissioner conference. Examples of division-managed cases include gas utility rate cases, injection permit applications, and flaring/venting rule exception requests.

Displayed below is the top-level consolidated process proposed for case management of these three groups of cases.



All case types have the potential for hearings to be conducted, but directly-docketed cases begin with a request for hearing. Even though the subject matter for directly-docketed cases is quite variable, the process for these cases is straightforward.

Enforcement cases often originate from an inspection. Future development efforts will address violations emanating from non-inspection sources. Integration with the consolidated inspection process (0.5 Determine/Implement Next Steps – see below) is important to facilitate easier creation of cases. Of the process paths for the three groupings, enforcement cases are the most complex.

Division-managed cases are less complex than enforcement cases, but can be highly integrated into existing RRC applications.

The RRC expects the selected Respondent to implement a solution that fulfills the business process needs and functionality identified in Attachments 15-17.

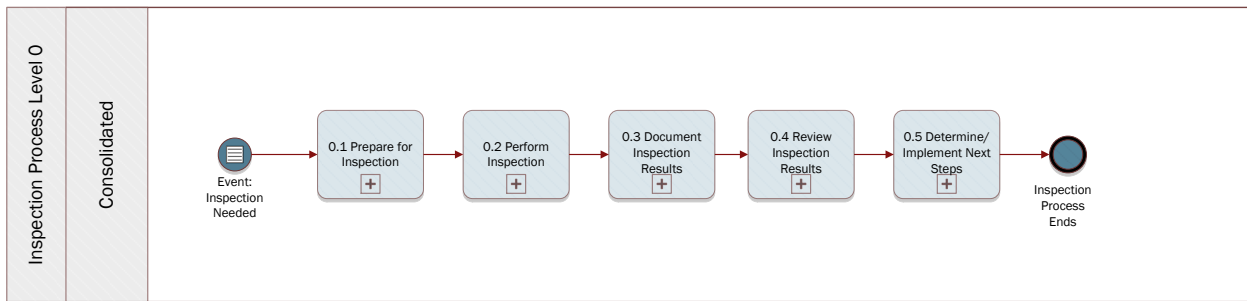
A description of these business processes and the functionality needed in a case management system is documented in Attachment 15 – Case Management Business Process Mapping, Attachment 16 – Case Management Conceptual Data Model and Data Dictionary, and Attachment 17 – Case Management High Level Features.

2.5.4. Inspection System.

Facilities, leases, pipelines and other entities under the RRC’s jurisdiction are inspected to verify regulatory compliance. These business processes include the planning, scheduling, conducting, reviewing, tracking, and reporting of these inspections, and any violations identified. The table below summarizes the scope of the inspection processes within the Commission.

Area	Number of Inspectors	Number of Facilities	Number of Inspections per Year
Alternative Fuels Safety	12	63,000 installations	17,000
Oil & Gas	158	435,000 wells	124,300
Pipeline Safety	64	218,670 miles of pipelines	3,300
Surface Mining	6	39 units	500

Displayed below is the top-level consolidated process proposed for RRC inspections.



At the end of the consolidated inspection process (0.5 Determine/Implement Next Steps), the case management process is initiated if one or more violations have been found.

A description of these business processes and the functionality needed in an inspection system is documented in Attachment 18 – Inspection System Business Process Mapping, Attachment 19 – Inspection System Conceptual Data Model and Data Dictionary, and Attachment 20 – Inspection System High Level Features.

The RRC expects the Selected Respondent to implement a solution that fulfills the business process needs and functionality identified in Attachments 18-20.

2.5.5. Transition Plan and Maintenance Support.

The Respondent must define the approach for maintenance and support based on the solution characteristics and requirements. If the Vendor must provide maintenance and support activities, the transition plan must describe all applicable considerations for transition from project to in-production activities. If the RRC can provide some of these maintenance and support activities, the transition plan must describe all applicable considerations for transition from project to in-production activities and any associated training and skill requirements.

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

- 1) Identification of key transition staff;
- 2) Logistics considerations;
- 3) Transfer of knowledge;
- 4) Detailed schedules for transition;
- 5) Identification of risk factors;
- 6) Training needs;
- 7) Risks;
- 8) Testing considerations for future solution enhancements and upgrades; and
- 9) Roles and responsibilities for application maintenance support

2.5.6. Roles and Responsibilities.

The Vendor shall provide all life-cycle activities related to planning, designing, configuring, developing, customizing, testing, and deploying the proposed solutions, and all associated documentation.

The following sections indicate the anticipated responsibilities of Vendor and RRC.

2.5.6.1. Project Management.

The Project Management objective is to plan, manage, monitor, control, and execute the project activities and resources in accordance with the Agreement and Deliverables per schedule, budget and scope with a high level of quality.

The Vendor shall provide Project Management services, tools, processes and practices for managing the implementation effort, and estimation and project change request processes to ensure consistency, accuracy, and timeliness throughout the project.

Roles and Responsibilities	Vendor	RRC
Project Management – Table 1		
Propose Project Management tools, templates, and communication methods	X	
Approve Project Management tools, templates, and communication methods		X
Provide progress and schedule updates to RRC Project Manager	X	
Provide input for presentations to RRC Leadership	X	
Communicate with various working groups about the project progress, risks, and issues	X	
Prepare and submit weekly status reports	X	
Perform periodic risk assessment	X	X
Manage budget/schedule/resources		X
Drive project execution	X	
Oversee project execution and provide escalation path		X
Coordinate with SME resources	X	
Coordinate customer resources to the project (RRC)		X
Scheduling work and ensuring timely completion of deliverables	X	

2.5.6.2. Analysis and Requirements

Analysis and Requirements services as set forth in this Scope of Services are activities that involve the analysis of the features and process documents provided by RRC to determine the level of detailed requirements needed for configuration/customization of the selected solution, and the gathering of those requirements. These requirements serve as the input for all design and development activities.

RRC expects, as part of the analysis activities, that the selected Vendor will research new application trends and suggest opportunities to improve the efficiency and effectiveness of the processes and features provided by RRC.

The in-scope Analysis and Requirements, and the respective roles and responsibilities of each Party are set forth in the table below.

Roles and Responsibilities	Vendor	RRC
Analysis and Requirements – Table 2		
Conduct requirements gathering sessions	X	
Document detailed requirements	X	
Provide traceability of detailed requirements to features/Fit gap analysis	X	
Review and approve requirements documentation		X

2.5.6.3. Design.

Design Services are the activities as set forth in this Scope of Services which involve producing design specifications and identifying and describing the applicable solution to address the RRC's business requirements.

The in-scope Design Services, and the respective roles and responsibilities of each Party are set forth in the table below.

Roles and Responsibilities	Vendor	RRC
Design – Table 3		
Conduct design/prototyping sessions	X	
Document design/prototype	X	

Roles and Responsibilities	Vendor	RRC
Provide traceability of design elements to requirements/Fit gap analysis	X	
Review and approve design documentation		X

2.5.6.4. Development.

Development Services are all activities associated with the configuring or customizing of solution modules using the information from the previous phases. The Vendor can accomplish these activities by configuration or customization (programming, developing, scripting) of commercial, off-the-shelf (COTS) packages, Software as a Service (SAAS), or a combination as described in the Respondent's Offer.

NOTE: RRC does not expect data migration activities to be a part of the work to be accomplished in this biennium.

The in-scope Development Services, and the respective roles and responsibilities of each Party are set forth in the table below.

Roles and Responsibilities	Vendor	RRC
Development – Table 4		
Configure/customize user interfaces & reports	X	
Configure/customize business logic	X	
Develop integrations to RRC systems	X	
Review, and approve integrations to RRC systems		X
Implement integrations to RRC systems	X	
Perform unit test for all functionality	X	
Request/conduct code peer review	X	X
Assign defects to developers & monitor the status	X	
Resolve defects found during unit testing and peer review	X	

2.5.6.5. Testing.

The Vendor shall perform all testing activities to confirm that all individual solution components work together properly and perform their specified functions - including interfaces to other applications already in the production environment as stated in the "Service Environment" section.

As part of these services, the Vendor shall fulfill the roles, responsibilities, and obligations associated with integration and testing identified in the following table.

Roles and Responsibilities	Vendor	RRC
Testing – Table 5		
Perform integration testing	X	
Perform accessibility testing	X	
Perform performance testing	X	
Perform load testing	X	
Perform regression testing		X
Prepare system test scenarios & cases	X	
Perform system testing	X	
Create User Acceptance Test (UAT) scenarios & cases		X
Train users for user acceptance testing	X	
Review and approve testing planning and documentation		X
Coordinate UAT	X	X
Conduct UAT		X

Roles and Responsibilities	Vendor	RRC
Enter defects (into defect tracking system) found during UAT		X
Assign defects to developers & monitor the status	X	
Resolve defects found during user acceptance testing	X	
Perform Regression testing		X

2.5.6.6. Training and Knowledge Transfer.

The Vendor shall perform all activities associated with documenting the solution, training RRC staff, and ensuring that all knowledge transfer activities and resource coordination are in place.

As part of these services, the Vendor shall fulfill the roles, responsibilities, and obligations associated with deployment identified in the following table.

Roles and Responsibilities	Vendor	RRC
Training and Knowledge Transfer – Table 6		
Prepare user documentation and online help	X	
Prepare and conduct user training	X	
Prepare system documentation	X	
Review documentation and training materials		X
Participate in transfer of solution knowledge	X	X

2.5.6.7. Deployment.

The Vendor shall perform all activities associated with transitioning the application from testing to a production environment and ensure all associated preparation activities and resource coordination are in place, as well as deployment documentation.

As part of these services, the Vendor shall fulfill the roles, responsibilities, and obligations associated with deployment identified in the following table.

Roles and Responsibilities	Vendor	RRC
Deployment – Table 7		
Go-live user setup (accounts, etc.)	X	
Prepare deployment plan document	X	
Schedule production release		X
Coordinate production release	X	
Enter data center services tickets (if any)		X
Obtain final (customer) acceptance of deliverable(s)		X

2.5.7. Acceptance Criteria.

Deliverables shall be accepted and signed-off in writing when the RRC has confirmed that each deliverable meets all of RRC's acceptance criteria. All deliverables shall have deliverable acceptance criteria and a time period for review and/or testing specified through collaboration between the Vendor and RRC, and finalized within the Contract and Work Plan. The RRC will provide the form for deliverable acceptance sign-off.

When Vendor considers a deliverable complete and that it meets the acceptance criteria, Vendor shall provide the RRC Project Manager with a "Notice of Completion." The Notice of Completion is a form developed and prepared by Vendor, whereby the Vendor represents that, based on Vendor's review, the completed deliverable complies with all applicable criteria.

RRC shall inspect each deliverable within the timeframe specified within the Contract and Work Plan, and accept it as complete, if it meets the applicable acceptance criteria for the respective deliverable. A

deliverable may be considered accepted if the RRC does not submit written objection based on deficiencies within thirty (30) days of receipt of the Notice of Completion. If RRC submits a list of deficiencies within the identified acceptance criteria timeframe, Vendor must resolve, correct, and resubmit the deliverable for RRC's reconsideration within fifteen (15) business days and within the budget for the related Deliverable(s). This procedure may continue until the Deliverable in question is deemed complete and accepted in writing, or the deliverable in question, is rejected in writing by RRC.

2.6. Service Management.

The following sections described RRC expectations for the management of the services provided by the selected Vendor.

2.6.1. Reports and Meetings.

- 1) Vendor is required to provide the RRC Project Manager with weekly written progress and status reports of this project in a format designated by RRC. Status Reports are due to the RRC Project Manager by the close of business each Friday, throughout the life of the project.
- 2) The status reports shall cover all work performed and completed during the week in which progress and status is provided and shall specify the work to be performed during the subsequent week.
- 3) Vendor shall be responsible for conducting weekly progress and status meetings with the RRC Project Manager and other appropriate parties. The RRC Project Manager will designate the day, time, and place of the meetings and whether they are held in person or over the phone.
- 4) Vendor shall be responsible for documenting meeting minutes and/or meeting summaries from any meetings or sessions with RRC staff and provide these minutes or summaries to the RRC Project Manager and attendees within two (2) business days. The RRC Project Manager may approve a different timeframe for delivery of meeting minutes or summaries as requested by the vendor due to special circumstances.
- 5) Vendor will be asked to participate in project sponsor meetings at the request of the RRC Project Manager.
- 6) A kickoff meeting will be held at a location and time selected by RRC within 20 calendar days of award.

2.6.2. Service Level Requirements (SLR).

The following are the RRC's identified minimum Service Level Requirements (SLRs) that Vendor shall follow throughout the project. Respondents must include any additional and all applicable SLRs for the project in their Offer.

- 1) 100% on target project estimation on cost and schedule;
- 2) 95% on schedule milestone completion;
- 3) 90% of documentation kept up-to-date (e.g., Business Requirements Document, Functional Requirements Document, Technical Requirements Document, Logical Data Model, Application Flow Diagrams, Key Assumptions); and
- 4) 90% of status reports and meeting minutes provided on the scheduled delivery date.

2.6.3. Service Level Agreement (SLA).

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

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

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

Severity	Description	Response Time	Target Resolution Time
Severity 1	<p>Complete Work Stoppage: Critical Functions Impacted.</p> <p>Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available. Service is down or unavailable.</p> <p>Severity 1 issues identified by RRC require Vendor to have dedicated resources available to work on the issue on an ongoing basis.</p>	4 business hours	4 business hours
Severity 2	Major functionality is impacted, or significant performance degradation is experienced. The issue is persistent and affects many users and/or major functionality. No reasonable workaround is available. Service is operational but highly degraded in performance to the point of major impact on usage.	8 business hours	8 business hours
Severity 3	System experiences performance issue(s) or a bug is affecting some but not all users. Short-term workaround is available, but not scalable. Service is operational but partially degraded for some or all customers, and an acceptable workaround or solution exists.	48 business hours	7 business days

2.6.4. Service Change Management

Any changes to services provided, or additional work requested, will be managed using the existing RRC's Change Management Process (see attachment 20), or a modified version agreed upon by RRC and the selected Vendor.

PART III. GENERAL OFFER INFORMATION AND MANDATORY REQUIREMENTS FOR OFFERS

3.1. Schedule of Events.

The schedule of RFO events is indicated in **Table 1** below. RRC reserves the right to amend the schedule.

Respondent must submit its Offer to RRC in time for verification and confirmation that each Offer is received and documented in accordance with the due date and time indicated in Table 1 below. RRC reserves the right to revise this schedule or any portion of this RFO by published Addendum on the Texas Comptroller's Electronic State Business Daily (ESBD).

TABLE 1. RFO Schedule of Events	
DATE	EVENT
Tuesday, September 4, 2018	RFO issued; published on the ESBD
Friday, September 14, 2018 at 10 AM CT	Optional Pre-Offer Conference
Monday, September 24, 2018 at 3 PM CT	Deadline for Submission of Written Questions
Answers to questions will be provided through an Addendum posted on the ESBD. In addition, an email notification will be sent to those who submitted questions.	
Tuesday, September 25, 2018 at 3 PM CT	Responses to Written Questions Posted on ESBD
Tuesday, September 25, 2018 – Thursday, October 4, 2018	Review Period - Courtesy review of HSP's*
Tuesday, October 16, 2018 at 3 PM CT	Deadline for Submission of Offers
Monday, November 5, 2018	Oral presentations (if required by RRC)**
Friday, December 14, 2018	Tentative Contract award***

Note: The courtesy review period HSP's is not mandatory but encouraged. Please refer to Section 3.5., for more information.*

*Note**: Oral presentations are not guaranteed and shall be held only at the sole discretion of RRC if RRC determines that oral presentations are warranted. In the event oral presentations are held, only Respondents whose Offers are considered competitively responsive will be invited for an oral presentation.*

*Note***: The tentative date for Contract award is not guaranteed. Actual Contract award date is dependent upon time needed to complete evaluation, negotiations, and final selection.*

3.1.1. Revisions to Schedule.

RRC reserves the right to change the dates in the schedule of events. Notification of any revisions to the solicitation documents and/or to the schedule of events shall be issued through an Addendum posted on the ESBD. It is the sole responsibility of potential Respondents to check the ESBD for any updates related to the RFO prior to submitting an Offer. Respondent's failure to check the ESBD will in no way release a Respondent from the requirements published within an "Addenda", and Respondent will not be allowed to include additional costs to the Mandatory Pricing Form, in order to meet any additional requirements, published within the Addenda.

3.1.2. Pre-Offer Conference.

The RFO will be reviewed at a Pre-Offer Conference to be held at RRC headquarters located at 1701 N. Congress Avenue, Austin, Texas 78701. Pre-Offer conference date and time is provided in Section 3.1 Schedule of Events. All potential Respondents are **STRONGLY ENCOURAGED** to attend. Attendees should bring the full RFO (including the HUB Subcontracting Plan documents) to the conference.

3.2. Offer Instructions/Documents.

All Respondent's documents submitted in response to this RFO, including all required documents, the Acknowledgements of any posted Addenda, and any warranty documents, are collectively referred to as "Respondent Documents". Respondent Offer must include copies of ALL applicable Respondent documents. Responses shall be organized. Vague and general responses will be considered non-responsive and disqualified. Responses must be complete; failure to include all required information may result in disqualification.

3.3. Prohibited Communications; Sole Point of Contact.

Upon issuance of this RFO, the RRC, its representative(s), and partners (if any) will not answer questions or otherwise discuss the contents of this RFO with any potential Respondent or their representatives(s), except for the written inquiries submitted in accordance with item 3.3.1., 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 OFFER.***

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

The sole point of contact for this RFO #455-18-9003 is: Jesse Herrera, Contract Specialist, whose contact information is:

Mailing Address	Hand Delivery Address	Email
Railroad Commission of Texas Contract Management Dept. Jesse Herrera, Contract Specialist PO Box 12967 Austin, TX 78711-2967	Railroad Commission of Texas Contract Management Dept. Jesse Herrera, Contract Specialist 1701 N. Congress Ave Room: 10.180C Austin, TX 78701	Jesse.Herrera@rrc.texas.gov RESPONDENTS MAY <u>NOT</u> USE THIS EMAIL TO SUBMIT AN OFFER OR RESPONSE TO THIS RFO!
		Phone
		512-463-6736

3.3.1. Inquiries.

Respondent is solely responsible for thoroughly understanding the RFO and all attachments, exhibits, and forms. 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 the RRC's sole point of contact (see Section 3.3.) in writing via email or email with editable attachment (i.e., MS Word® document). The RRC will not be responsible for oral instructions or for misinterpretation of the RFO and Contract Documents.

Respondents submitting inquiries must reference the relevant RFO page and section and should submit all questions by the deadline indicated in Section 3.1., Table 1. Upon review of questions by the project team, the RRC may, at its option, issue addenda in response to questions submitted. Addenda issued, if any, shall be posted by the RRC to the State Comptroller's ESDB website (<http://www.txsmartbuy.com/sp>). The RRC in its sole discretion, may respond to questions received after the deadline. The RRC reserves the right to amend answers prior to the Offer submission deadline. It is the sole responsibility of Respondent to visit the ESDB website for any and all updates to the RFO.

3.4. Performance Bonds.

TIME IS OF THE ESSENCE. REQUIRED BONDS (IF APPLICABLE) SHALL BE SUBMITTED TO RRC NOT LATER THAN TEN (10) CALENDAR DAYS AFTER RRC ISSUES A NOTICE OF INTENT TO AWARD. If Respondent fails to submit required bonds within the time stipulated herein, RRC may disqualify the Respondent's Offer. In such circumstances, RRC shall be authorized to proceed with award to the next qualified, responsive and responsible Respondent offering the best value to the state as determined by the RRC. If the total awarded Contract price exceeds \$100,000, Respondent shall execute a "Performance Bond" (see **Attachment 5-Performance Bond**) to RRC in the amount of the total contract price. The performance bond is payable to the State in the full amount of the total awarded Contract price and is solely for the protection of the State and is conditioned on the faithful performance of the Contract in accordance with the Contract Documents.

Each bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Texas and on forms (see **Attachment 5-Performance Bond**) provided by RRC and approved by the Attorney General of Texas. Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code. All Performance Bonds shall be executed by sureties which are licensed to do business in the State of Texas and which are included in the list of companies in the current U.S. Department of the Treasury Circular 570, "Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies," Sections 9304 through 9308 of Title 31 of the U.S. Code Annotated. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Texas Government Code Chapter 2253. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold RRC harmless of and from any costs, losses, obligations, or liabilities it incurs as a result. RRC shall furnish a copy of the payment bond and the related Contract to any qualified person seeking copies who complies with Texas Government Code §2253.026. Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with Texas Government Code §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to RRC may result in loss of their rights against the Contractor and/or Contractor's surety. RRC is not responsible in any manner to a claimant for collection of unpaid bills and accepts no such responsibility because of any representation by any agent or employee. When the value of the Contract between RRC and the Contractor is less than \$25,000.00, claimants and their rights are governed by Texas Property Code §§53.231 – 53.239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien, and satisfaction of such claims.

3.4.1. Reserved.

3.5. Historically Underutilized Businesses (HUB) Requirements.

Pursuant to Texas Government Code Chapter 2161, state agencies are required to make a good faith effort to increase the contract awards for the purchase of goods or services the state agencies expect to make during a fiscal year to HUBs. Historically Underutilized Businesses (HUBs) are strongly encouraged to respond to this RFO.

3.5.1. 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, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The RRC has determined subcontracting opportunities are probable with this RFO, therefore:

ALL RESPONDENTS, INCLUDING TEXAS CERTIFIED HUBS, MUST SUBMIT A COMPLETED HUB SUBCONTRACTING PLAN FORM (ATTACHMENT 9) (HSP FORM) WITH THEIR OFFER FOR THE

OFFER TO BE CONSIDERED RESPONSIVE. A RESPONDENT'S FAILURE TO INCLUDE A COMPLETED HSP FORM WILL BE DEEMED A MATERIAL FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS RFO; SUCH OFFER PROPOSALS WILL BE REJECTED BY THE RRC AND RENDER THE RESPONDENT INELIGIBLE FOR THE CONTRACT AWARD UNDER THIS RFO. RESPONDENTS MUST SUBMIT RESPONDENT'S COMPLETED HSP ON THE HSP FORM PRESCRIBED BY THE TEXAS STATE COMPTROLLER (INCLUDED AS ATTACHMENT 9 WITH THIS RFO); ALTERNATE FORMS WILL NOT ACCEPTED.

3.5.2. Good Faith Effort Required.

In accordance with 34 Texas Administrative Code §20.285(d), any person submitting a bid, proposal, offer or other applicable expression of interest in obtaining a contract with the state shall submit a completed HUB subcontracting plan demonstrating evidence of good faith effort in developing that plan. Good faith effort shall be in full conformance with all directions for demonstration and submission specified in the HSP Form (Attachment 9).

3.5.3. Probable HUB Subcontracting Opportunities.

The RRC has identified potential areas of subcontracting opportunities which are listed below in TABLE 2 POTENTIAL HUB SUBCONTRACTING OPPORTUNITIES (NIGP CODES). Full commodity and services descriptions may be found on the Texas Comptroller's website in the National Institute for Government Purchasing (NIGP) Commodity Book Listings at: <https://comptroller.texas.gov/purchasing/nigp/>. The list is for information purposes only and is not intended to represent an exhaustive list of potential subcontracting opportunities. Other areas of subcontracting may be more appropriate based on a Respondent's business structure and internal resources. It is not mandatory for Respondent to include within an HSP Plan Form any or all the commodities or services listed in TABLE 2 POTENTIAL HUB SUBCONTRACTING OPPORTUNITIES (NIGP CODES). Respondents should review the HSP Form (Attachment 9) for instructions that require vendors to identify specific areas intended for subcontracting.

TABLE 2. POTENTIAL HUB SUBCONTRACTING OPPORTUNITIES (NIGP CODES)		
Class	Item No.	Description (Commodities and Services)
920	07	Applications Software for Microcomputer Systems: Business
920	14	Applications Software for Minicomputer Systems
920	28	Emergency Back-Up Services and Facilities for Data Processing
920	39	Processing System Services, Data (Not Otherwise Classified)
920	40	Programming Services, Computer
920	64	System Implementation and Engineering Services
958	23	Computer Management Services

3.5.4. HUB Subcontracting Prime Contractor Progress Assessment Report (PAR).

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 RRC monthly. Prior to approval of payment, the prime Contractor shall complete and submit a HUB Subcontracting Prime Contractor PAR (see Attachment 10) monthly after Contract award has been issued.

3.5.5. RRC's HUB Program Administration.

For explanation of the RRC's HUB program, for assistance in completing the HSP Form (Attachment 9), and to obtain HUB lists if web access is not available, Respondents are highly encouraged to contact the RRC's HUB Administration by phone (512-463-7211) or by email to hub@rrc.texas.gov.

3.6. Respondent's Offer Submission.

Respondent's Offer must be received in the Contract Management Department of the Railroad Commission of Texas, Austin, Texas, NO LATER THAN the date and time specified in this RFO. **OFFERS RECEIVED AFTER THE DEADLINE DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNREVIEWED.**

Respondent's Offer should be placed in an envelope/package and labeled with this RFO number, Contract Specialist's name (see section 3.3.), and the Offer due date and time. If submitting responses to multiple RFOs, Respondent must submit each RFO response in a separate envelope/package and correctly label the outside of each Respondent's Offer envelope/package. It is the Respondent's responsibility to appropriately label and deliver the Respondent's Offer to RRC by the specified date and time for this RFO. Respondent must acknowledge receipt of all addenda, if any, to the RFO by including a signed copy of each addendum with Respondent's submitted Offer. Failure to acknowledge receipt of each addendum (if any) according to the instructions herein may result in the rejection of the Respondent's Offer.

ANY OFFER SUBMITTED BY EMAIL OR BY FACSIMILE WILL BE REJECTED. Offer's shall be submitted to the RRC either by US Postal service, overnight delivery, or hand delivery. It is the sole responsibility of Respondents to select their method of delivery from the delivery methods permitted herein. Respondents using hand delivery method are advised that RRC's Austin office does not open until 8:00AM (CT). Respondents should plan their delivery method accordingly. Respondents shall use the following address labeling information most applicable to Respondent's chosen delivery method:

<u>US Postal Service:</u> RFO #455-18-9003 Railroad Commission of Texas Contract Management Dept. Jesse Herrera, Contract Specialist PO Box 12967 Austin, TX 78711-2967	<u>Overnight or Hand Delivery:</u> RFO #455-18-9003 Railroad Commission of Texas Contract Management Dept. Jesse Herrera, Contract Specialist 1701 N. Congress Ave Room: 10.180C Austin, TX 78701
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3.6.1. Number and Form of Submission Copies.

Respondent must submit one (1) paper original, plus three (3) paper copies of the Offer. The paper original must include an original ink signature (electronic signatures will not be accepted), and the name and title, of the individual signing who must possess the authority to legally bind the Respondent. The RRC reserves the right to require a Respondent to furnish documentary evidence of Respondent's signature authority. Respondent must also submit one (1) electronic copy of the Respondent's Offer on either compact disc (CD) or USB flash drive; the Respondent's Offer file must be readable using Adobe Acrobat Reader DC®, and neither the file nor the electronic storage device (CD, USB) shall be encrypted. CDs and USB flash drives must be labeled with Respondent's name.

3.6.2. Confidential Information; Public Information Act Disclosures.

RRC is a governmental body subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552. The Respondent's Offer and other information submitted to the RRC by the Respondent are subject to release as public information by the RRC. The Offer and other submitted information is presumed subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Offer 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 Offer is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Proposal subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Offer that are considered by the 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 the RRC regarding the intellectual property rights of Respondent or any third party for any materials appearing in the Offer.

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

If Respondent's Offer contains any information, which Respondent claims is confidential and not subject to release under the PIA, Respondent must prepare and deliver to RRC four CDs or USB flash drives containing the following information:

1. Two (2) CDs or USB flash drives containing complete copies of all of Respondent's submissions pursuant to this RFO. Respondent must mark these **"Complete Offer Documents, [Respondent's Name], Railroad Commission of Texas RFO 455-18-9003 CONTAINS CONFIDENTIAL INFORMATION."**

Two (2) CDs or USB flash drives, each containing copies of all of Respondent's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. Each of these CDs or USB flash drives must also contain an Appendix which contains clear references to all redacted information including a general description of the redacted information. Respondent must mark these CDs or USB flash drives "For Public Release: Redacted Version of [Respondent's Name], Railroad Commission of Texas RFO 455-18-9003".

3.7. Exception to Provisions.

If Respondent takes any exceptions to any provisions of this RFO, these exceptions must be specifically and clearly identified by section in Respondent's Offer. Respondents are prohibited from taking blanket exception to the entire RFO. If Respondent takes blanket exception to the entire RFO or does not provide proposed alternative language, Respondent's Offer may be disqualified from further consideration. Any exception may result in a contract not being awarded to Respondent. Respondent must explicitly state either "Respondent takes no exception to any part of this RFO" or report all Respondent's exceptions by incorporating the following spreadsheet/table within Respondent's Executive Summary or as an attachment thereto:

RFO Section No.	Section Title	Description of Exception	Proposed Language

3.8. Organization of Offer.

All Offers submitted must be bound, organized, and arranged to correspond directly with the numbered sections of this RFO. All pages must be numbered. Failure to arrange the Offer in the manner set forth in this RFO may result in disqualification. Conciseness and clarity of content must be emphasized. The Respondent must provide all information that the Respondent believes would be helpful to RRC in establishing Respondent's ability to perform the services described in this RFO, and to comply with the requirements of this RFO and the Contract.

3.8.1. Title Page.

The Title Page must include the following information:

- a. RFO ID Number.
- b. Respondent's Name and Address.
- c. Respondent's State of Texas Taxpayer Number and Federal Employer's Identification Number.
- d. Respondent's Authorized Agent's Signature, Printed Name, Title, and Date signed.

3.8.2. Table of Contents.

The Offer must be submitted with a Table of Contents that clearly identifies and denotes the location of each section and sub-section of the Offer. Additionally, the Table of Contents must clearly identify and denote the location of all enclosures and attachments to the Offer including relevant page numbers.

3.8.3. Executive Summary.

To be eligible for consideration, Respondent must clearly demonstrate Respondent's ability to provide and perform the services described in the RFO. Respondent must provide, at a minimum, information that is comprehensive, clear, and sufficient enough to support a determination that Respondent has available the required qualified personnel, knowledge, skills, abilities, organization, facilities, materials, supplies, and equipment to fulfill all requirements of this RFO and the Contract.

3.8.3.1. If Respondent is providing services beyond those specifically requested, those services must be identified. If Respondent is proposing 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, any such differences must be noted in the Executive Summary. Each Respondent should realize, however, that failure to provide the services specifically required may result in disqualification.

3.8.3.2. The summary should include, at a minimum, but not limited to, the following:

- a) a summary of the Solution being offered;
- b) brief description of the Respondent's qualifications (licenses/certifications), if required by the RFO;
- c) a description of the Respondent's experience with providing the services requested, and
- d) a description of the Respondent's understanding of the requirements as outlined in Part II, Statement of Work.
- e) address any exceptions to any provisions of this RFO, including Terms and Conditions, in the format outlined in Section 3.7.; and
- f) address any additional requirements or any documentation unaddressed in the RFO that the Respondent has attached in the Offer as a material submission to the RFO.

3.9. Offer Elements.

Each Offer must consist of the following Attachments: Attachment 1 Execution of Offer, Attachment 2 – Technical Approach, Attachment 3 – Mandatory Pricing Form, Attachment 4 – Respondent's Qualification Statement, Attachment 9 – Hub Subcontracting Plan, Attachment 11 – Identification of Respondent Relatives and Employees.

3.9.1. Experience and Qualifications. Describe services your organization has provided in the past 10 years that demonstrates your organization's capability to carry out the proposed services. Provide examples of three (3) specific projects in the past five (5) years which the Respondent has completed and references to be contacted to verify the information provided. The Respondent must also explain any variances related to completion time and costs if 5% or greater, positive or negative variance. Include the nature of the organization's experience, services provided, scope of activities, organizations for which the service was provided and experience developing regulatory applications. Also, provide any experience in providing similar services to public entities. Include resumes for all personnel who will be responsible for

the management and day-to-day operations of the services solicited in this RFO.

Key Personnel information must be provided and include:

- List of all personnel who will fill positions designated as key personnel
- List of all Subcontractors who will fill positions designated as key personnel
- Detailed description of level of education should include resumes for all key personnel (employee or subcontractor) designated to take responsibility for segments of the work. Include relevant certifications and/or licenses
- Detailed description of years of experience should include resumes for all key personnel (employee or subcontractor) designated to take responsibility for segments of the work.
- Time employed/worked with Respondent

Respondent must briefly state why it believes its proposed services best meet the project's objectives and RFO requirements, and Respondent also must concisely describe any additional features, aspects, or advantages of its product and services in any relevant area not covered elsewhere in its Offer.

3.9.2. Technical Approach. Describe how the RFO objectives would be achieved, including additional components or services which the Respondent believes the RRC may require and the proposed methodologies to be used.

The objective of the technical portion of Respondent's Offer is to demonstrate Respondent's experience, the expertise of its personnel who will provide the requested services, Respondent's demonstration of its ability to plan and complete the project, and Respondent's ability to successfully deliver

The RRC follows the State of Texas (DIR Project Delivery Framework including Framework Extensions), therefore the Offers for this RFO must be inclusive of the creation of these required artifacts

The response must include, at a minimum:

- Description of the vendor's approach for implementation of each of the deliverables proposed (with the minimum components/deliverables that must be met for any Offer being 1) Work Plan, 2) Case Management System, 3) Inspection System, and 4) Transition Plan and Maintenance Support). These implementations must be based on the business processes and features provided as appendices to this RFO.
- Detailed description of each of the deliverables.
- Identification of any proposed Commercial-off-the-Shelf (COTS) or Software-as-a-Service (SaaS) product(s), along with a justification for the selection of that product/service and description of how it would be used to implement the scope of this RFO.
- Implementation timeline for each deliverable and entire project.
- Descriptions and examples of all documentation artifacts to be produced throughout the project.
- Complete Fit/Gap analysis and security approach tables (see Attachment 2 –Technical Approach)
- Description of the technology proposed to build integrations with RRC systems.
- Benefits of the proposed Solution
- Description of the Product Roadmap and process for future product updates.
- Any additional information that Respondent believes is necessary for better understanding of the Offer

3.9.3. Assumptions.

Respondents must submit any assumptions made about the project scope that inform the Technical Approach and Cost Proposal included in the Response.

3.9.4. Cost Proposal (Mandatory Pricing Form). Respondents must submit a Mandatory Pricing Form as indicated in **Attachment 3 – Mandatory Pricing Form** of the RFO. The pricing information submitted by Respondent shall be in accordance with the instructions given in the form, and shall be in response to the Statement of Work requirements set forth in Section II of this RFO.

3.9.5. References.

Respondent must provide a minimum of three (3) verifiable references in its Offer, from clients for whom the Respondent has performed comparable services of similar scope and size. Respondents should include references for city, county, state, or federal government installations, if applicable. Respondent must provide the name, title, telephone number, and email address of the key contact(s) at the client organization. These individuals may be contacted at the discretion of RRC, for verification of past experience or performance. Providing the name of a contact person by the Respondent will constitute a release to contact the individual for any information regarding the Respondent's performance under any past or current contract held with the named company reference. The Reference list must be submitted as **Attachment 4 – Respondent's Qualification Statement**, in accordance with the *General Offer Information and Mandatory Requirements Submission Checklist* in **Section 3.10.7, Table 3**.

3.10. Mandatory Disclosures.

3.10.1. Texas Child Support Requirement for Names and Social Security Numbers.

Responses must include names and Social Security Numbers of each person, with at least twenty-five percent (25%) ownership of the business entity submitting the response. RRC may accept responses that do not include this information, if RRC obtains the required information before the contract is executed. The information required by this section shall be submitted within the Execution of Offer (**Attachment 1**) form.

Federal Privacy Act Notice: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.

3.10.2. General Respondent Information and Disclosures.

Respondent must submit the following information as a part of their Offer, as part of **Attachment 4 – Respondent's Qualification Statement**, in accordance with the *General Offer Information and Mandatory Requirements Submission Checklist* in **Section 3.10.7, Table 3**. Separate the following listed items in the same numerical order as numerated below.

- 1) Name, address, telephone, and fax numbers of the entity submitting the offer
- 2) Type of business entity (i.e., corporation, partnership, trust, association, subsidiary)
- 3) The place of incorporation, if applicable
- 4) The location(s) of all the major offices, locations, and other facilities that relate to the Respondent's performance under the Terms and Conditions of this RFO
- 5) Length of time in business
- 6) The Respondent's Federal Employer Identification Number and Texas Tax Identification/Registration Number (if available) with a copy of local business or Texas tax license

- 7) Respondent must list all contracts or purchase orders that Respondent executed or accepted within the last three (3) years that were canceled, in whole or in part, by any State agency or other entity prior to completion. For each canceled contract, include a detailed explanation for the cancellation and final resolution of the matter. Include the names and telephone numbers of each such agency's or entity's contact who has knowledge of the cancellation and the reason for the cancellation. Providing the name of a contact person by the Respondent will constitute a release to contact the individual for pertinent information. If this item #7 does not apply to the respondent, specify "none" to #7" in **Attachment 4**.
- 8) Respondent must list all contracts or purchase orders that Respondent executed or accepted within the last three (3) years with any Texas State agency. If none, specify "none to #8" in **Attachment 4**.

3.10.3. Conflicts or Potential Conflicts of Interest.

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

3.10.4. Changes in Ownership Conditions.

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

3.10.5. Legal Actions.

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

3.10.6. Relatives/Employees, Definitions of Employee.

State law imposes restrictions on certain contracts with former or retired employees. Respondent must complete the Identification of Respondent Relatives & Employees Form, submitted as **Attachment 11 – Identification of Respondent Relatives and Employees**.

3.10.7. Offer Submission Checklist and Required Responsive Documents.

The following checklist is provided to help the Respondent ensure that a proper Offer is submitted in the required format. Respondents must include this sheet as the Cover Page for the entire Offer:

TABLE 3. GENERAL OFFER INFORMATION AND MANDATORY SUBMISSION CHECKLIST	MANDATORY
Attachment 1: Execution of Offer (Mandatory)	Yes
Attachment 2: Technical Approach	Yes
Attachment 3: Mandatory Pricing Form (Mandatory)	Yes
Attachment 4: Respondent's Qualification Statement	Yes
Attachment 5: Performance Bond	Selected Respondent Only
Attachment 6: Surety Consent	Selected Respondent Only
Attachment 7: Contractor Progress Payment Affidavit	Selected Respondent Only
Attachment 8: Contractor's Final Payment Affidavit	Selected Respondent Only
Attachment 9: HUB Subcontracting Plan Form (Mandatory)	Yes
Attachment 10: HUB Progress Assessment Report Form	N/A-Reference Only
Attachment 11: Identification of Respondent Relatives and Employees (Mandatory)	Yes
Attachment 12 Railroad Commission of Texas Sample Contract	N/A-Reference Only
Attachment 13: IETRS Business Case	N/A-Reference Only
Attachment 14: Architecture Description and Diagram	N/A-Reference Only
Attachment 15: Case Management Business Process Mapping	N/A-Reference Only
Attachment 16: Case Management Conceptual Data Model & Data Dictionary	N/A-Reference Only
Attachment 17: Case Management High Level Features	N/A-Reference Only
Attachment 18: Inspection System Business Process Mapping	N/A-Reference Only
Attachment 19: Inspections System Conceptual Data Model & Data Dictionary	N/A-Reference Only
Attachment 20: Inspection System High Level Features	N/A-Reference Only

3.11. Reservation of Rights.

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

- 1) RRC is under no legal requirement to execute a contract on the basis of this RFO.
- 2) RRC reserves the right to reject an Offer or response submitted that does not fully comply with the instructions and criteria outlined in this RFO.
- 3) RRC reserves the right to reject any or all Offers and call for new Offers or responses, if

deemed by RRC to be in the best interests of RRC or the State of Texas.

- 4) RRC reserves the right to vary all provisions set forth at any time prior to execution of a contract, where RRC deems it to be in the best interest of RRC or the State of Texas.
- 5) RRC reserves the right to select none, one, or more than one Respondent when it is determined that such action would be in the best interest of RRC and the State of Texas.

3.12. Offer Evaluation and Contract Award.

Respondent's Offer will undergo a minimum of a two (2) review phases prior to award (if any) of a Contract. Phase 1 review will be an administrative review of Offers to determine responsiveness based upon an Offer satisfactorily meeting all submission requirements stipulated in the RFO. Phase 2 review will be an evaluation of Offers deemed responsive by the RRC. Phase 2 review will be evaluation conducted by an evaluation committee using scoring set forth within the RFO. During phase 2 review the RRC, solely, will determine whether negotiations or Best and Final Offers (BAFOs) are necessary and may, but not must, invite selected Respondents to deliver oral presentations of their Offers and demonstrations of the products/solutions proposed. Following completion of both review phases, the RRC may, but not must, issue a Notice of Award to the successful Contractor(s). However, there is no guarantee of a Contract award from this RFO solicitation. The RRC reserves the right to conduct studies and other investigations as necessary to evaluate any Offer and reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of Offers confers no legal rights upon any Respondent.

3.12.1. Evaluation Criteria.

In evaluation of responsive Offers, the RRC shall consider the best value standard for purchases of automated information goods or services as set forth in Texas Government Code §2157.003. Factors considered in determining best value shall include the extension totals of line items listed on **Attachment 3 – MANDATORY PRICING FORM**; compliance with advertised specifications, terms and conditions, and offer requirements, and the qualifications of the respondent and its personnel. The evaluation will include review and scoring using evaluation criteria listed in TABLE 4 Evaluation. During scoring, the relative weight of each criterion is indicated by the maximum possible score, in points, indicated in the right column.

TABLE 4 Evaluation Criteria	
Evaluation Criteria	Maximum Possible Score
Price/Cost	30
Technical Approach	50
Experience and Qualifications	20
Total Points	100

3.12.2. Review and Initial Evaluation by the Evaluation Committee.

Each member of the Evaluation committee will conduct an independent review of each Offer submitted and will score each Offer in accordance with the Evaluation Criteria provided in Table 4 Evaluation Criteria above.

The committee may request clarification of information or representations made in an Offer or in all Offers before completing its initial evaluation. Requests for clarification and responses to requests for clarification will be made in writing and will become a part of the evaluation record.

The Contract Management Department will compile the scores of the entire committee and determine a

final average score for each Respondent will establish a competitive range based upon the scoring of Offers.

3.12.3. Respondent Oral Presentations.

If RRC determines that it is necessary, one or more Respondents may be required to deliver an oral presentation(s) before the Evaluation committee. The oral presentation provides the Respondent the opportunity to highlight their strengths and unique aspects of their approach as provided in its RFO response, as well as to address any questions from the Evaluation committee. Respondent oral presentations are not guaranteed. Oral presentations can include demonstrations of the products or solutions proposed as part of the response.

3.12.4. Best and Final Offer (BAFO).

Following the initial scoring of Offers according to the Evaluation Criteria outlined in Table 4 above and Respondent Oral presentations, if any, RRC, in its sole discretion, may proceed in award of contract(s), or may proceed to request a Best and Final Offer (BAFO) from one or more Respondents whose scores are, in the Evaluation Committee's determination, sufficient to qualify them for further consideration and negotiation. If utilized, the BAFO process will allow the requested Respondents to modify their original offer. BAFOs would then be re-evaluated by Contract Management Department.

3.13. Respondent is strongly encouraged to provide its best price in its Offer, RRC makes no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFO process. RRC may limit the number of offers in the competitive range to consist of the greatest number of offers that will permit an efficient competition among the Respondents based in accordance with the proposed pricing and the required criteria specified in the RFO. RRC may seek additional information and solicit BAFOs only from those Respondents determined to be in the competitive range.

3.13.1. Contract Negotiations.

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

3.13.2. Past Performance: A Vendor's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may fail this selection criterion for any of the following conditions:

1. A score of less than 90% in the Vendor Performance System.
2. Currently under a Corrective Action Plan through RRC.
3. Having repeated negative Vendor Performance Reports for the same reason.
4. Having a record of repeated non-responsiveness to Vendor Performance issues.
5. Having purchase orders that have been cancelled in the previous 12 months for non-performance (late delivery, etc.).

Vendor performance information is located on the Comptroller of Public Accounts (CPA) website and can currently be accessed at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

RRC may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), RRC may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of Contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, RRC may initiate such examinations of Vendor performance based upon media reports. 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.

3.14. RRC Contact(s) Following Award.

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

3.15. Reservation of Rights.

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

RRC is under no legal requirement to execute a contract on the basis of this RFO.

RRC reserves the right to reject Respondent's Offer or response submitted that does not fully comply with the instructions and criteria outlined in this RFO.

RRC reserves the right to reject any or all Offers and call for new Offers or responses, if deemed by RRC to be in the best interests of RRC or the State of Texas.

RRC reserves the right to vary all provisions set forth at any time prior to execution of a contract, where RRC deems it to be in the best interest of RRC or the State of Texas.

RRC reserves the right to select none, one, or more than one Respondent when it is determined that such action would be in the best interest of RRC and the State of Texas.

PART IV - GENERAL TERMS AND CONDITIONS AND RESPONDENT AFFIRMATIONS AND CERTIFICATIONS

4.1. The terms and conditions herein shall be incorporated for all purposes into the RFO and the Contract. Contractor shall comply, and Contractor shall require all subcontractors of all tiers to comply, with the terms and conditions of the Contract. In absence of express exclusion in whole or in part from Respondent's Offer, all terms and conditions are deemed incorporated therein.

4.2. General Terms and Conditions.

4.2.1. Compliance with RFO and Contract. By submitting a response, acknowledging and accepting the Contract, or delivering any services under the Contract, Contractor acknowledges, accepts, and agrees to all terms, conditions, specifications, provisions, statements, and guidelines of the Contract, including, but not limited to, the RFO. A response to the RFO is an Offer to contract with RRC based upon the terms, conditions, and specifications contained in the RFO. All parts of the RFO are incorporated as part of the Contract for all purposes. RRC, at its sole discretion, may disqualify an Offer from consideration if RRC determines an Offer is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFO.

4.2.2. Misunderstanding or Lack of Information.

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

4.2.2.2. No plea of ignorance of existing site conditions or difficulties that may be encountered during performance of the work under the Contract will be accepted as an excuse for any failure or omission by Contractor to fulfill in every detail all requirements of the Contract or will be accepted as a basis for any claim whatsoever for additional compensation.

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

4.2.3. Ambiguity, Conflict, Exclusionary Specification, or Omission.

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

4.2.4. Right to Amend, Modify, or Withdraw the RFO. RRC reserves the right to alter, amend, or modify any provisions of the RFO or to rescind, revoke, or withdraw the RFO, in whole or in part, at any time prior to Contract award if such action is determined by RRC to be in the best interest of the State of Texas and/or RRC.

4.2.5. No Alterations or Withdrawals of Offer after Deadline. Offers cannot be altered or amended after the Offer due date and time specified in Section III of the RFO. Any alterations made before the Offer due date and time must be initialed by Respondent or Respondent's authorized agent. Offers submitted cannot be withdrawn after submission deadline. However, upon receipt of Respondent's written request to withdraw their Offer, RRC may, but not must, in its sole discretion approve the request to withdraw an Offer.

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

4.2.7. Binding Effect of Offer. Unless otherwise agreed in writing and signed by RRC, Respondent agrees to and is bound by the information and documentation provided with the Offer, including prices

quoted for services. By submitting an Offer Respondent commits to providing the goods and services required at the prices set forth in the Offer and that Offer prices remain valid for 180 calendar days following the Offer due date and time. Upon award of Contract, prices shall remain fixed and guaranteed for the entire Contract period.

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

4.2.9. Rejection of Offer and Cancellation of RFO. Issuance of this RFO does not constitute a commitment on the part of RRC to award a contract. RRC is under no obligation to award any contract as a result of this RFO. RRC maintains sole right and discretion to reject any or all Offers and to cancel the RFO if RRC deems such action as in the best interest of the State of Texas and/or RRC. RRC's waiver of any deviations in any Offer will not constitute a modification of the RFO and will not preclude RRC from asserting all rights against Contractor for failure to fully comply with all terms and conditions of the RFO.

4.2.10. Respondent Costs. Respondent shall bear all costs and expenses associated with preparation and submission of an Offer to the RFO. Respondent's Offer pricing includes all costs and expenses associated with performance of the work in accordance with the requirements, terms, and conditions of the Contract documents including any specifications and the SOW; no alternate pricing or additional costs will be paid.

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

4.2.12. 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 Offer shall not become a contract with RRC unless, until, and to the extent RRC issues a fully executed Contract and Notice of Award to the successful Contractor. RRC in its sole discretion reserves the right to reject any or all Offers, all or any part of any Offer, waive minor technicalities, negotiate pricing and Contract terms and conditions with all Contractors or no Contractors, and award a Contract in the best interests of the State of Texas and RRC. Award of Contract, if any, shall be done upon RRC's determination such award serves the best interests of the State of Texas and/or RRC. RRC's waiver of any deviations in any Offers will not constitute a modification of the RFO and will not preclude RRC from asserting all rights against Contractor for failure to fully comply with all terms and conditions of the RFO. Copyrighted Offers are unacceptable and are subject to disqualification as nonresponsive. RRC reserves the right to disqualify any Offer that asserts any copyright on any RRC forms designated by the RFO as a form required to be submitted with Respondent's Offer. Prior to issuance of a Contract, RRC reserves the right to make any corrections or include additional requirements necessary for RRC's compliance with all federal and state laws, regulations, rules, policies, and best practices. RRC reserves the right to at any time reissue the RFO or issue another RFO for the goods and/or services described in this RFO.

4.2.13. Limitation on Authority, No Other Obligations. Contractor will have no authority to act for or on behalf of the State of Texas and/or RRC except as expressly provided in the fully executed Contract. No other authority, power, or use is granted or implied. Contractor may not incur any debt, obligation, expenses, or liability of any kind on behalf of RRC or the State of Texas.

4.2.14. No Other Benefits. Contractor has no exclusive rights or benefits other than those set forth within the Contract.

4.2.15. Amendments to the Contract. The Contract may be amended only upon written agreement between RRC and Contractor; 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. Contractor 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 Contractor shall consist of the following documents: the Contract, Amendments to the Contract, Purchase Orders, Change Notices (if any), the RFO (including addenda, if any), and the Offer.

4.2.16. Order of Precedence; Prohibited Exceptions.

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

- a. the Contract (including expressly identified, negotiated terms and conditions) and Amendments to the Contract,
- b. the RFO and Addenda (if any), and
- c. the Offer.

4.2.16.2. Prohibited Exceptions. Unless expressly accepted in writing by RRC, the following exceptions within any Respondent's Offer shall be rejected outright and deemed as unacceptable:

- 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, and
- g. Any disclaimer of warranties.

4.2.17. Statement of Work, Performance. Contractor will provide the requested services in the manner described in this RFO. Contractor's failure to conform to all requirements of this RFO may, among other things, result in 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 Contractor's refund of amounts paid prior to revocation of acceptance.

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

4.2.19. Assignments and Subcontractors. Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under the Contract without prior written consent of RRC. Notwithstanding this provision, it is mutually understood and agreed that Contractor may subcontract with others for some or all of the services to be performed.

4.2.19.1. Contractor must submit to RRC's designated representative any proposed subcontractor and shall receive from RRC's designated representative approval of the subcontractor prior to Contractor authorizing subcontractor's performance of any work under the Contract.

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

4.2.19.3. No subcontract under the Contract shall relieve the Contractor of responsibility for delivery of work and services required under the Contract. If Contractor 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 **Attachment 9 – HUB Subcontracting Plan** form.
- b. Subcontracting shall be at Contractor's expense.
- c. RRC retains the right to review any subcontractor's background and approve or reject the use of Contractor's proposed subcontractors.
- d. Contractor shall be the only contractor for RRC for the Contract. Contractor shall manage Contractor's subcontractors, if any. Contractor shall provide contact information, including mobile phone number and email address, of Contractor's designated point of contact to which RRC and Contractor's subcontractors shall submit any inquiries.

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

4.2.20.1. Progress Payments. Note: This Contract requires 5% retainage withheld on all progress payments. When performance of the Contract exceeds thirty (30) calendar days, upon Contractor's submittal of a properly prepared, itemized invoice accompanied by all additional documents required by Contract, a progress payment equal to **95%** of the value of work performed may be made monthly on values approved by RRC. Each invoice and all additional documents required by Contract shall be accompanied by a completed Contractor's Progress Payment Affidavit (see **Attachment 7 - Contractor Progress Payment Affidavit**).

4.2.20.2. Final Payments. Contractor shall submit request for final payment upon completion and acceptance of all work related to the Contract. Upon Contractor'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. Contractor's final payment request shall reflect value for 100% of the value of work performed by Contractor and accepted by RRC, but not previously invoiced by Contractor and shall include invoicing for all retainage previously withheld under the Contract. Contractor's final payment invoice and additional documents required by the Contract shall be accompanied by a completed "Contractor's Final Payment Affidavit" (see **Attachment 8 - Contractor's Final Payment Affidavit**). If Contract amount exceeds \$25,000, Contractor's Surety shall complete and return RRC's "Consent of Surety" form (see **Attachment 6 - Surety Consent**) prior to RRC's release of final payment.

4.2.20.3. Invoice requirements:

a. Contractor's invoice must clearly reflect the following:

- i.** RRC Contract Number;
- ii.** RRC bill to information;
- iii.** Contractor name;
- iv.** Contractor address;
- v.** Contractor remit payment to information;
- vi.** Contractor Texas Identification Number (TIN) assigned by Texas Comptroller of Public Accounts;
- vii.** Invoice date;
- viii.** Invoice number (may not be duplicate invoice number from prior invoice submitted);
- ix.** Date(s) of delivery of services and/or goods;
- x.** Description of services; and
- xi.** Signature or certification by an authorized representative.

b. Contractor'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 Contractor 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. An invoice requiring correction shall be re-submitted with a new invoice date.

4.2.20.4. Authorization of payment. Prior to authorizing payment to Contractor, RRC shall evaluate Contractor's performance in accordance with Contract requirements.

4.2.20.5. Non-Reimbursable Items. RRC will not reimburse for travel, meals, lodging, or other related expenses unless specifically provided and approved by an RRC representative. In such an event costs will be invoiced to RRC based on actual expenses, and RRC shall not be liable for reimbursement of expenses that (i) were not preapproved in writing by RRC, or (ii) exceed the current State Travel

Regulations. Contractors are required to provide receipts to validate invoicing. State Travel Reimbursement Rates may be found at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>.

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

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

4.2.21. Indemnification.

4.2.21.1. Acts or Omissions. RESPONDENT/CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND RRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, 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/CONTRACTOR 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/CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT/CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

4.2.21.2. Texas/Workers' Compensation/Unemployment Insurance – Including Indemnity. CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR 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 CONTRACTOR, 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 RRC.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS RRC, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, 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. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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

- 4.2.22.1. Claims.** RESPONDENT SHALL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF TEXAS AND RRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, SERVICEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL, INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF 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 SERVICES 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 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.
- 4.2.22.2. Notice.** If Contractor becomes aware of an actual or potential claim, or RRC provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against RRC, shall), at Contractor's sole option and expense; (i) procure for RRC the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that RRC's use is non-infringing.
- 4.2.22.3. Limitations.** Contractor 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 Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to RRC's specific instructions, (iv) any intellectual property right owned by or licensed to RRC, or (v) any use of the product or service by RRC that is not in conformity with the terms of any applicable license agreement.

4.2.23. Personal Injury, Property Damage. Contractor shall be liable for any bodily injury or personal injury to any individual caused by any of Contractor'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 Contractor's employees, Contractor 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. Contractor shall reimburse the State of Texas and/or RRC for such property damage within thirty (30) calendar days after Contractor's receipt of RRC's written notice of amount due. This provision survives the termination or expiration of the Contract.

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

4.2.24.1. Termination or Cancellation for Convenience.

- a. **Mutual Agreement.** Upon the mutual written agreement of RRC and Contractor, 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 Contractor.

4.2.24.2. 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, Contractor will be paid for all services accepted prior to the date of the termination.

No additional charges or fees will be assessed to RRC for the termination or cancellation.

Upon termination or cancellation under this provision, Contractor shall refund to RRC any amounts attributable to the terminated or canceled months within thirty (30) days of the termination or cancellation. If RRC does not receive the refund within thirty (30) calendar days, the Contract amount and monthly invoice will be reduced during the next billing cycle based on the services canceled.

- b. **Contractor Nonperformance.** If Contractor 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 Contractor offering the best value to the state as determined by RRC. In such event, the defaulting Contractor 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 Contractor 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, Contractor shall remain liable for all covenants and indemnities under the Contract. Contractor 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 Contractor, RRC may terminate the Contract for cause without notice. Such termination shall be effective upon the date of such filing or upon the date of judgment.
- d. **Availability of State Funds, Legislative Action, Necessity of Performance.** The Contract is subject to termination or cancellation, without penalty to RRC, in either whole or in part, subject to the availability of state funds. RRC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If RRC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either RRC's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or canceled and be deemed null and void. In the event of a termination or cancellation under this Part, RRC will not be liable to Contractor for any damages

which are caused or associated with such termination or cancellation, and RRC will not be required to give prior notice.

- e. **Legal Remedies and Damages from Breach of Contract.** RRC expressly reserves all legal remedies to which it may be entitled to collect and all damages directly or indirectly resulting from breach of contract by Contractor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of Contractor. 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. Contractor shall be liable to RRC for any excess or additional costs incurred by RRC in acquiring such services plus court costs and attorneys' fees. RRC's recovery of costs under this section is in addition to any other remedies available to RRC under the Contract and/or under applicable law.

4.2.24.3. 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 Contractor'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 Contractor of a notice of termination or cancellation specifying that the Contract is terminated or canceled.

4.2.25. Legal Obligations; Permits and Licenses. Contractor shall procure and maintain for the duration of the Contract, any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods and/or services required by the Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of Contract.

4.2.26. Federal, State, and Local Requirements. Contractor 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. Contractor shall be solely responsible for both federal and state unemployment insurance coverage and standard Worker's Compensation Insurance coverage for Contractor's employees. Contractor shall comply with all federal and state employment tax laws and withholding requirements. The State of Texas shall not be liable to Contractor and Contractor's employees for any unemployment, workers' compensation, or federal or state tax withholding requirements. Contractor shall indemnify the State of Texas and RRC and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this section.

4.2.27. Independent Contractor. Contractor shall serve as an independent contractor in providing services under this Contract. Contractor'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, Contractor 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 Contractor or any other party. Contractor shall be solely responsible for, and RRC shall have no obligation with respect to:

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

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

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

4.2.29. Dispute Resolution. The dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used by RRC and Contractor to resolve any dispute arising under the Contract. If the Contractor's claim for breach of Contract cannot be resolved informally with the Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under Texas Government Code §2260.051. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by RRC if the Parties are unable to resolve their disputes as described above.

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.

For all other specific disputes under the Contract and/or breach of Contract claims, RRC and the Contractor shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by RRC and Contractor within fifteen (15) days after written notice by one them demanding mediation under this section. Contractor shall pay all costs of the

mediation unless RRC in its sole discretion and good faith approves payment by RRC of all or part of such costs. By mutual agreement, RRC and Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this section is to reasonably ensure that RRC and Contractor shall in good faith utilize mediation or another non-binding dispute resolution process prior to pursuing litigation. RRC participation in, or the results of, any mediation or other non-binding dispute resolution process under the provisions of this section shall not be construed as a waiver by RRC of (1) any rights, privileges, defenses, remedies, or immunities available to RRC as an agency of the State of Texas or otherwise available to RRC; (2) RRC termination rights; or (3) other termination provisions or expiration dates of the Contract.

Notwithstanding any other contrary provision of the Contract, unless otherwise requested or approved in writing by RRC, Contractor shall continue performance and shall not be excused from performance of work during the period any breach of contract claim or dispute is pending under either of the above processes; however, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of Texas Government Code §2251.051 and such suspension of performance is expressly applicable and authorized under that law.

4.2.30. Compliance with Other Laws. Contractor shall comply with all federal, state, and local laws, statutes, rules, regulations, and ordinances applicable to work under the Contract, including but not limited to those relating to taxes, insurance, labor, equal employment opportunity, safety, environmental protection, and collection, removal, transportation, and disposal of waste. Contractor shall obtain and maintain all permits, licenses, or other authorizations as may be required for performance of the work under the Contract, and upon request by RRC, Contractor shall furnish to RRC certified copies of required permits, licenses, or other required authorizations.

4.2.31. Notices. Any 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 if and when received by the party to be notified. Either party may change its address for notice by providing written notice to the other party in accordance with the terms and conditions herein.

4.2.32. 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. Contractor 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.**

4.2.33. 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.

4.2.34. 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.

4.2.35. Buy Texas. In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

4.2.36. Public Disclosure. No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of RRC.

4.2.37. Entire Contract and Modification. The Contract and its integrated attachment(s) constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Unless an integrated attachment to the RFO and Contract expressly states a mutual intent to amend a specific article, section, item, term, or condition of the RFO and/or Contract, general conflicts in language between any attachment and the RFO and Contract shall be construed in favor of the terms and conditions of the RFO and Contract. Unless expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to the RFO and Contract shall be binding upon the parties unless the same is in writing and signed by all Parties through an authorized representative of each Party with authority to bind the Party to the Contract.

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

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

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

4.3.1. Execution of Offer. Respondents must sign and return the Execution of Offer form, attached hereto as **Attachment 1 – Execution of Offer**, which will become part of the Contract. This document is Mandatory, and failure to return this document shall automatically render the Respondent's Offer as nonresponsive.

4.3.2. Conflict of Interest. Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

4.3.3. Eligibility. Pursuant to Texas Government Code §2155.004(b), Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

4.3.4. Agency Executive Head. In accordance with Texas Government Code §669.003 relating to prohibition of a state agency contracting with the executive head of a the state agency, Contractor represents that Contractor (1) is not the executive head of RRC, (2) is not a person who, at any time during the four (4) years before the date of the Contract, was an executive head of RRC, and (3) is not a person or entity who employs a current or former executive head of a state agency affected by Texas Government Code §669.003. If Contractor has used the services of, employed, currently employs, or intends to employ during the term of the Contract, a former executive head of RRC or any other state agency, Contractor

shall provide to RRC the following information: name of the former executive head and the name of the state agency for which the executive head was employed or served, the date of separation from the state agency, the position held with Contractor, and the start and stop dates of employment with Contractor.

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

Contractor 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. Contractor 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 Respondent's Offer or termination of the Contract.

4.3.6. Financial Interests/Gifts. Pursuant to Texas Government Code §2155.003, Respondent represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

4.3.7. Deceptive Trade Practices; Unfair Business Practices. Contractor represents and warrants that it has not been the subject of allegations of deceptive trade practices violations under the Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit, and that Contractor has not been found to be liable for such practices in such proceedings. Contractor 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.

4.3.8. Prohibition of Certain Bids and Contracts. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

4.3.9. Franchise Taxes, Non-Residents, Foreign Corporations, Sales Taxes. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171, Texas Tax Code. In addition, if Contractor 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. Contractor certifies that it holds a permit issued by the 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.

4.3.10. Liability for Taxes. Contractor represents and warrants that it 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 Contractor or its employees. RRC shall not be liable for any taxes resulting from this Contract.

4.3.11. Debts or Delinquencies to the State. Pursuant to Texas Government Code §2252.903, Contractor understands and agrees that any payment due under this Contract may be applied toward payment of any debt that is owed to the State of Texas including, but not limited to, delinquent taxes and child support.

4.3.12. Family Code. Pursuant to the requirements of Texas Family Code §231.006, regarding delinquent child support, the undersigned signatory certifies that the individual or business entity named in this Contract is not ineligible to receive payment under this Contract and, if applicable, Contractor has provided the name and SSN of each person (sole proprietors, firm owners, partners, or shareholders) with at least 25 percent (25%) ownership of the business entity entering into this Contract prior to its execution. Contractor acknowledges that this Contract may be terminated, and payment may be withheld if this certification is inaccurate.

4.3.13. Felony Criminal Convictions. Contractor represents and warrants that Contractor and Contractor's employees have not been convicted of a felony criminal offense or that if such a conviction has occurred, Contractor has fully advised RRC as to the facts and circumstances surrounding the conviction.

4.3.14. Drug Free Workplace. Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106.) and maintain a drug-free work environment; and 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 incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

4.3.15. Equal Opportunity. Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of the Contract.

4.3.16. Immigration Reform. Contractor represents and warrants that it will comply with all requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments, including but not limited to the Immigration Reform and Control Acts of 1986 and 1990, as amended (IRCA) and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), as amended. Contractor represents and warrants Contractor shall not place any employee of Contractor at a worksite, nor shall Contractor permit any employees, nor any employee of its 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.

4.3.17. U.S. Department of Homeland Security's E-Verify System. Respondent certifies that for contracts for services Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.uscis.gov/e-verify>) during the term of the Contract to determine the eligibility of:

- a. All persons employed by Respondent to perform duties within Texas; and
- b. All persons, including subcontractors, assigned by Respondent to perform work pursuant to the Contract, within the United States of America.

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

4.3.18. Prohibition of boycotting Israel. In accordance with Texas Government Code §2270.002, Respondent 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(01).

4.3.19. Warranties. Notwithstanding any disclaimers in Contractor's Offer and notwithstanding any other provision of the RFO or the Contract to the contrary, Contractor warrants and guarantees that all services will meet all specifications of the Contract.

4.4. Special Terms and Conditions Applicable to RFO 455-18-9003.

4.4.1. In accordance with 13 TAC §6.94(a)(9), upon request of RRC, Respondent shall provide to RRC the descriptions of its business continuity and disaster recovery plan.

ATTACHMENTS

Attachment 1	Execution of Offer
Attachment 2	Technical Approach
Attachment 3	Mandatory Pricing Form
Attachment 4	Respondent's Qualification Statement
Attachment 5	Performance Bond
Attachment 6	Surety Consent
Attachment 7	Contractor Progress Payment Affidavit
Attachment 8	Contractor's Final Payment Affidavit
Attachment 9	HUB Subcontracting Plan Form
Attachment 10	HUB Progress Assessment Report Form (reference only)
Attachment 11	Identification of Respondent Relatives & Employees
Attachment 12	Railroad Commission of Texas Sample Contract
Attachment 13	IETRS Business Case
Attachment 14	Architecture Description and Diagram
Attachment 15	Case Management Business Process Mapping
Attachment 16	Case Management Conceptual Data Model & Data Dictionary
Attachment 17	Case Management High Level Features
Attachment 18	Inspection System Business Process Mapping
Attachment 19	Inspections System Conceptual Data Model & Data Dictionary
Attachment 20	Inspection System High Level Features

ATTACHMENT 1 - EXECUTION OF OFFER
(Must sign and return with Offer)

By signature hereon, Respondent represents, warrants, and certifies:

1. The provisions in this Request for Offer (RFO) apply to Respondent and all of Respondent'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 this RFO or any contract resulting from it.
2. Respondent's intent to furnish the requested goods and/or services at the prices quoted in its Offer.
3. Respondent's prices include all costs of Respondent in providing the requested items that meet all specifications of this RFO, and that its prices will remain firm for acceptance for a minimum of one hundred eighty (180) days from deadline for submission of Offer.
4. Each employee, 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 this RFO.
5. Respondent has no actual or potential conflicts of interest in providing the requested items to RRC under the RFO and any resulting contract, if any, and that Respondent's provision of the requested items under the RFO and any resulting contract, if any, would not reasonably create an appearance of impropriety.
6. Pursuant to Texas Government Code Section 2155.003, Respondent has not given, 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 submitted Offer.
7. Respondent is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.
8. In accordance with Texas Government Code §2155.005, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, 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 Respondent.
9. By submitting an Offer, Respondent represents and warrants that the individual submitting this Execution of Offer document and the documents made part of the Offer is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.
10. Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
11. By signature hereon, under Texas Family Code §231.006, regarding child support, Respondent certifies that the individual By signature hereon, Respondent represents, warrants, and certifies:

NAME:	SSN:
NAME:	SSN:
NAME:	SSN:

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Texas Family Code §§231.006(c) and 231.302(c)(2). The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Texas Family Code §231.302(e).

12. Under Texas Government Code §669.003, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of RRC. Respondent must provide the following information (or indicate “N/A” if not applicable) in Respondent’s Offer.
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Respondent: _____
Date of Employment with Respondent: _____

13. Pursuant to Texas Government Code §2155.004(a), Respondent represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFO has received compensation for participation in the preparation of specifications for this RFO. In addition, under Texas Government Code §2155.004(b), Respondent certifies that the individual or business entity named in this Offer or any contract resulting from this RFO is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

14. Pursuant to Texas Government Code §2155.4441, Respondent 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.

15. Respondent 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.

16. Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity, that Respondent is in compliance with the State of Texas statutes and rules relating to procurement, and that Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

17. If submitting an Offer for the purchase or lease of computer equipment, then Respondent hereby certifies its compliance with Subchapter Y, Chapter 361, Texas Health and Safety Code and the Texas Commission on Environmental Quality rules, 30 Tex. Admin. Code Chapter 328.

18. Respondent is not aware of and has received no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Respondent, within the five (5) calendar years immediately preceding the submission of Respondent’s Offer in response

to this RFO that would or could impair Respondent's performance under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of Respondent's Offer. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Offer a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of Respondent's Offer. In addition, Respondent represents and warrants that it shall notify RRC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update RRC shall constitute breach of contract and may result in immediate termination of any agreement resulting from this RFO.

19. Respondent and each of Respondent'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.
20. Neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, proposed in the Offer has been convicted of a felony criminal offense, or that if such a conviction has occurred Respondent has fully advised RRC of the facts and circumstances in its Offer.
21. Respondent has read and agrees to all terms and conditions of this RFO, unless Respondent specifically takes an exception and offers an alternative provision in Respondent's Offer as provided in the Letter of Transmittal (See Section 3.5.12.).
22. Respondent 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" prior to submitting the signed Contract to RRC.
23. Certifies and affirms that Respondent utilizes and will continue to utilize, for the term of any resulting contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
 - a) All persons employed to perform duties within Texas, during the term of the resulting contract; and
 - b) All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the resulting Contract, within the United States of America.

The Respondent shall provide, upon request of RRC, an electronic or hard copy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Respondent, and Respondent's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the resulting contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated contract.

24. Respondent acknowledges and agrees that, to the extent Respondent 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 Respondent is otherwise owed under the contract may be applied toward any debt Respondent.

25. 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.
26. Pursuant to 34 Texas Administrative Code §20.306, if applicable to the RFO, Respondent 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"/> Vendors that meet or exceed air quality standards |
| | <input type="checkbox"/> Recycled or Reused Computer Equipment of Other |
27. Pursuant to Texas Government Code §§2155.004, 2155.006, and 2261.053, Respondent certifies that the individual or business entity named in this Offer is not ineligible to receive the Contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
28. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
29. Respondent represents and warrants that all statements and information prepared and submitted in this document and Respondent's Offer are current, complete, true, and accurate. Submitting an Offer 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 Respondent's Offer and the Contract if awarded. Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

30. Pursuant to Texas Government Code §§2155.004, 2155.006, and 2261.053, Respondent certifies that the individual or business entity named in this Offer is not ineligible to receive the Contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
31. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
32. Respondent represents and warrants that all statements and information prepared and submitted in this document and Respondent's Offer are current, complete, true, and accurate. Submitting an Offer 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 Respondent's Offer and the Contract if awarded. Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

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

_____ Respondent Name	_____ Federal Employer Identification Number
_____ Signature of Authorized Representative	_____ Date signed
_____ Printed Name & Title of Authorized Representative	

ATTACHMENT 2

TECHNICAL APPROACH

General Instructions

1. Respondent shall complete this section following the requirements described in Section 3.9.2.
Technical Approach
2. Respondent shall complete the Fit/Gap Analysis and Security Questionnaire contained in the following pages.

Fit/Gap Analysis

Respondent must indicate with an “X” if the feature is included in the base price (column E), available with the proposed solution but at an additional cost (column F), or not available (column G). If the feature is included in the base price or available at an additional cost, the Respondent shall describe how the proposed solution provides this functionality in column H.

Case Management – General Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
1	The product will allow a user to create a case.	X					
2	The product will populate organization data based on a provided identifying number (integration with RRC systems).		X				
3	The product will allow a user to identify case components, such as regulated entities or filings, based on case type.	X					
4	The product will populate regulated entity data based on a provided identifying number (integration with RRC systems).		X				
5	The product will populate filing data based on a provided identifying number (integration with RRC systems).		X				
6	The product will allow a user to build the value for the case subject text/style from case components, based on case type.	X					
7	The product will allow a user to assign staff members to a case.	X					
8	The product will allow a user to capture the parties to a case and their representatives.	X					
9	The product will allow a user to distinguish when a staff member is a party to a case.	X					

Railroad Commission of Texas
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Inspection Enforcement Tracking and Reporting System (IETRS)

A	B	C	D	E	F	G	H
10	The product will allow a user to change staff assignments for a case.	X					
11	The product will allow a user to view a history of staff assigned to a case.	X					
12	The product will provide work queues/lists for assigned staff to manage work, with sort and filter capabilities.	X					
13	The product will allow a user to attach supporting documents to a case.	X					
14	The product will accept audio and video files.	X					
15	The product will allow a user to restrict view access to case documents based on role.	X					
16	The product will allow a user to restrict view access to case remarks based on role.	X					
17	The product will allow a user to view and print case-related documents.	X					
18	The product will allow a user to define templates for standard case, docket, hearing, and conference documents.	X					
19	The product will allow a user to generate case, docket, hearing, and conference documents.	X					
20	The product will allow a user to track the status of a case.	X					
21	The product will allow a user to track case activities with dates.	X					
22	The product will allow a user to identify case deadlines and track adherence to deadline dates.	X					
23	The product will allow a user to create and send email notifications.	X					
24	The product will allow a user to consolidate two or more cases into a single case, including all attached documents and case components.	X					

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A	B	C	D	E	F	G	H
25	The product will allow a user to split a consolidated case into two or more separate cases.	X					
26	The product will allow a user to relate a case to one or more other cases.	X					
27	The product will allow a user to disassociate an item from a case.	X					
28	The product will allow a user to track payment of fees, penalties, and reimbursements received as part of a case.	X					
29	The product will allow a user to track referrals and/or appeals for a case.	X					
30	The product will allow a user to place or release a hold on a case's organization, officer, and/or regulated entity (integration with RRC systems).		X				
31	The product will allow a user to delete a case in certain circumstances (to be determined).	X					

Case Management – Enforcement Case Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
32	The product will receive data from and provide data to the product implementing the RRC inspection process.	X					
33	The product will allow a user to identify and track enforcement mechanisms for a case.	X					
34	The product will allow a user to identify and track compliance actions for a case.	X					
35	The product will allow a user to track settlement offers.	X					

A	B	C	D	E	F	G	H
36	The product will allow a user to capture state fund expenses incurred during a case.	X					

Case Management – Docket and Hearing Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
37	The product will allow a user to create a docket.	X					
38	The product will allow a user to assign one or more cases to a docket.	X					
39	The product will allow a user to edit/update a docket.	X					
40	The product will allow a user to track the status of a docket.	X					
41	The product will allow a user to access MS Outlook for hearing scheduling.	X					
42	The product will allow a user to identify potential hearing dates, based on staff and resource availability.	X					
43	The product will allow a user to track docket and hearing-related activities with dates.	X					
44	The product will allow a user to identify docket and hearing deadlines, and track adherence to deadline dates.	X					

Case Management – Conference Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
45	The product will allow a user to generate conference agendas in MS Word.	X					
46	The product will allow a user to capture the results of Commissioner conference for a case.	X					
47	The product will maintain a history of conference agendas and documents.	X					

Case Management – Search and Reporting Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
48	The product will allow a user to search data using pre-defined search criteria.	X					
49	The product will allow a user to sort and filter search results.	X					
50	The product will allow a user to download search results.	X					
51	The product will allow a user to print search results.	X					
52	The product will allow a user to print selected case details, depending on role.	X					
53	The product will allow a user to generate case/docket statistics and performance measures.	X					

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A	B	C	D	E	F	G	H
54	The product will allow a user to export a generated report to PDF, MS Word, or MS Excel, as applicable.	X					

Case Management – External Secured Portal Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
55	The product will provide a secure, externally-facing portal where case parties can log in and interact with RRC case management staff.		X				
56	The secure portal will provide the ability for parties to view case status and selected case details.		X				
57	The secure portal will provide the ability for parties to submit pleadings and other case-related documents.		X				
58	The secure portal will provide the ability for parties to view and print selected case documents.		X				
59	The secure portal will provide the ability for a party to provide details of a compliance action for a case.		X				
60	The secure portal will allow a party to request a hearing.		X				
61	The secure portal will provide the ability to submit payment of fees, penalties, and reimbursements for a case (integration with RRC systems).		X				
62	The portal will allow a party to electronically sign a case or docket-related document.		X				

Case Management – Public Portal Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
63	The product will provide a public portal to allow public users to search and view selected case details without having to log in.	X					
64	The public portal will allow a public user to request a hearing.		X				
65	The public portal will allow public users to view the hearings calendar.	X					
66	The public portal will allow a public user to search data using pre-defined search criteria.	X					
67	The public portal will allow a public user to sort and filter search results.	X					
68	The public portal will allow a public user to download search results.	X					
69	The public portal will allow a public user to print search results.	X					

Case Management – Administrative Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes

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A	B	C	D	E	F	G	H
70	The product will allow a user with administrative rights to define and manage lists of reference data.	X					
71	The product will allow a user with administrative rights to define and manage data entry validations.	X					
72	The product will allow a user with administrative rights to define and manage business rules.	X					
73	The product will allow a user with administrative rights to establish and maintain conference deadline dates.	X					
74	The product will provide an event log and/or audit trail of case activity.	X					

Case Management – Security Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
75	The product will provide role-based user authentication and access control, from read-only through administrative access.	X					
76	The product will provide case-specific access control, based on role and case type.	X					
77	The product will function in a secure manner for transport and processing of data.	X					

Case Management – Flexibility/Accessibility Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes

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A	B	C	D	E	F	G	H
78	The product can accommodate evolving business processes, rules, and regulations with no or minimal customization.	X					
79	The product provides the ability for configuration by non-programming staff.	X					
80	The product is compliant with Section 508 accessibility standards.	X					
81	The product provides the ability to incorporate RRC branding and user interface styles.		X				
82	The product must conform with responsive design principles for use on desktop, laptop, and mobile platforms.		X				
83	The product can be functional even if there is no connectivity, with the ability to save data offline and synchronize the data when online connectivity is re-established.		X				

Inspection System – Prepare for Inspection Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
84	The product can identify inspectable units.	X					
85	The product can generate inspectable unit listings.	X					
86	The product can generate an inspection schedule.	X					
87	The product can allow for different categories of inspections.	X					
88	The product can allow external (industry, public) users to create submissions.	X					

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Inspection Enforcement Tracking and Reporting System (IETRS)

A	B	C	D	E	F	G	H
89	The product can allow internal (RRC staff) users to create submissions.	X					
90	The product can allow a user to assign inspections.	X					
91	The product can retain historical inspection related information.	X					
92	The product can allow for the creation of checklists and job aids for the inspection process.	X					
93	The product can integrate with ESRI ArcGIS products for navigation.	X					

Inspection System – Perform Inspection Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
94	The product will facilitate the inspection process.	X					
95	The product will facilitate the collection of inspection results.	X					
96	The product will allow for the maintenance of company and contact information.	X					
97	The product can allow a user to attach documents to a submission.	X					
98	The product can allow a user to view attached documents.	X					
99	The product can allow a user to print attached documents.	X					

Railroad Commission of Texas
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Inspection Enforcement Tracking and Reporting System (IETRS)

A	B	C	D	E	F	G	H
100	The product can pre-populate data into a submission, when possible, from a previous submission, reference list, or integration source.	X					
101	The product can facilitate compliance corrections onsite.	X					

Inspection System – Document Inspection Results Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
102	The product can allow a user to document findings and observations.	X					
103	The product can allow a user to print a completed submission as a copy of record.	X					
104	The product can allow a user to save an incomplete submission.	X					
105	The product can allow a user to cancel or withdraw a submission.	X					
106	The product can allow a user to edit a saved submission.	X					
107	The product can allow a user to electronically sign a submission.	X					
108	The product can allow a user to submit inspection results for review.	X					

Inspection System – Review Inspection Results Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
109	The product can route inspection results to reviewers.	X					
110	The product can allow a submission to be assigned to one or more internal users for workflow activities.	X					
111	The product provides the ability to manage the state/status of a submission through the workflow.	X					
112	The product can provide work queues/lists for reviewers, with sort and filter capabilities.	X					
113	The product can allow a user to lock a submission being reviewed to restrict editing by other users.	X					
114	The product can allow a user with administrative rights to unlock a locked submission.	X					
115	The product can generate a variety of forms and notices.	X					
116	The product can allow a notification to the case management process.	X					
117	The product can route inspection results to reviewers.	X					

Inspection System – Determine/Implement Next Steps Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
118	The product can allow a user to configure various workflows based upon violations and compliance status.	X					
119	The product can facilitate compliance corrections electronically.	X					

Inspection System – Search Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
120	The product can provide the ability to search data using pre-defined criteria.	X					
121	The product can allow a user to sort and filter search results.	X					
122	The product can allow a user to download search results.	X					
123	The product can allow a user to print search results.	X					

Inspection System – Reporting Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
124	The product can provide the ability to generate reports and statistics.	X					

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A	B	C	D	E	F	G	H
125	The product can allow a user to export documents to PDF, MS Word, or MS Excel.	X					
126	The product can populate a management dashboard.		X				

Inspection System – Administrative Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
127	The product can provide the ability for a user with administrative rights to define and manage lists of reference data.	X					
128	The product can provide the ability for a user with administrative rights to define and manage data entry validations.	X					
129	The product can provide the ability for a user with administrative rights to define and manage business rules.	X					
130	The product provides event log or audit trail functionality.	X					

Inspection System – Security Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
131	The product provides role-based user authentication and access control, from read-only through administrative access.	X					
132	The product functions in a secure manner for transport and processing of data.	X					

Inspection System – Flexibility/Accessibility Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
133	The product can accommodate evolving business processes, rules, and regulations with no or minimal customization.	X					
134	The product provides the ability for configuration by non-programming staff.	X					
135	The product is compliant with Section 508 accessibility standards.	X					
136	The product provides the ability to incorporate RRC branding and user interface styles.		X				
137	Offline usability	X					
138	Compatibility with multiple platforms		X				

Inspection System – Integration Features

A	B	C	D	E	F	G	H
#	Description	Must Have	Nice to Have	Included in Base System?	Available for Additional Cost?	Not Available	Notes
139	The product can integrate with Oracle-based applications.	X					
140	The product can integrate with MS Outlook.	X					
141	The product can integrate with ESRI ArcGIS products.	X					
142	The product can integrate with an IBM mainframe using an IMS database.		X				

Security Questionnaire

Respondent must respond to each of the following security questions.

Security Category	Question	Response
Backup and Recovery	What backup and recovery methodology will be applied, including backup schedules, retention, restoration procedures, and recovery time objectives?	
Availability	Describe your approach to achieving availability goals and communicating downtime of the solution.	
Scalability	How is the scalability of the solution (software, database, and environment) maintained? What metrics and determination points are used to monitor scalability?	
Data Integrations	How will the proposed solutions for data integration maintain transport security and data integrity?	
Authentication	How will authentication be handled and work with external credential solutions to provide a seamless customer interfacing experience?	
Data security	How will data segregation and encryption solutions be applied to data classified as sensitive or confidential? Describe how the solution will maintain least privilege access to ensure that processes only access and system operations allowed for a specific role or function.	
Intrusion	Describe how the solution will maintain secure access, transport, identity confirmation against intrusion. How will the solution ensure that systems will not be compromised or corrupted?	
Access	Describe access role security and the options available with the solution.	
Breach response	Describe your response to a data or other security breach, including processes and communication standards.	

ATTACHMENT 3 MANDATORY PRICING FORM

Implementation

Respondents have the flexibility and are encouraged to provide their preferred approach and deliverable structure, based on company past experience, current industry practices and techniques, and technology trends. However, in order to make the deliverables comparable for all Respondents, please group your proposed deliverables within the appropriate phases/activities provided below. Note that pricing must be provided for each deliverable listed.

Please add deliverables within each Phase as needed.

Phase	Deliverable #	Deliverable Name	Price
Analysis and Design			
Implementation (Installation and base configuration)			
Implementation (Customization)			
Integration			
Testing			
Deployment			
Total			

Total Cost of Ownership

In addition, please provide the Total Cost of Ownership (TCO) over 5 years on the following items:

- Hardware acquisition,
- Hardware cost over 5 years
- Software acquisition,
- Software license/subscription (per year) over 5 years
- Management and support,
- Communications, (if applicable)
- End-user expenses and the opportunity cost of downtime, (if applicable)
- Training and other productivity losses. (if applicable)

Hourly Rates

In the event that the Railroad Commission of Texas chooses to continue additional phases with the Vendor, please provide hourly rates for all applicable labor categories (resources) to be used in this project.

ATTACHMENT 4 – RESPONDENT’S QUALIFICATION STATEMENT

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH RESPONDENT’S OFFER. 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 Respondent, 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 Respondent’s letterhead, and include reference to specific page number, item, and section of this Respondent’s Qualification Statement applicable to the 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 _____			

PRINCIPALS IN FIRM AND YEARS EXPERIENCE IN AUTOMATED INFORMATION SYSTEMS AND SERVICES INDUSTRY:

NAME	TITLE	PHONE	NO. OF YEARS

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 so, state particulars 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:**

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

FINANCIAL CAPABILITIES:**FINANCIAL INFORMATION SUMMARIZED BELOW WAS PREPARED BY:**

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

FINANCIAL STATEMENT SUMMARY:

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

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	

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

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 ARE AT LEAST 50% COMPLETE (*50% COMPLETE PROJECTS WILL BE COUNTED TOWARDS SUCCESSFUL PROJECTS*) OR 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 II – SCOPE OF WORK OF THIS RFO.

1.

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 Project is still in progress, provide percentage complete		If completed, date of completion			
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.					
Project description, Respondent's types of services delivered under the project contract, and explanation of why project is comparable to this contract.					

2.

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 Project is still in progress, provide percentage complete		If completed, date of completion			
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.					
Project description, Respondent's types of services delivered under the project contract, and explanation of why project is comparable to this contract.					

RESPONDENT'S EXPERIENCE RECORD: (CONTINUED)

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 Project is still in progress, provide percentage complete		If completed, date of completion			
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.					
Project description, Respondent'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:

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

*Include only experience within automated information systems and services industry.

RESPONDENT'S DESIGNATED PROJECT MANAGER'S EXPERIENCE RECORD:

LIST NO MORE THAN THREE (3) SUCCESSFUL PROJECTS THAT ARE AT LEAST 50% COMPLETE (*50% COMPLETE PROJECTS WILL BE COUNTED TOWARDS SUCCESSFUL PROJECTS*) OR 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 PART II – SCOPE OF WORK OF THIS RFO. INFORMATION PROVIDED IN THIS SECTION SHOULD INCLUDE ONLY THAT WHICH IS RELATED TO RESPONDENT'S DESIGNATED PROJECT MANAGER.

1.

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)			

If Project is still in progress, provide percentage complete		If completed, date of completion	
Project description; Project Manager's responsibilities under the project contract, and explanation of why project is comparable to this contract.			

2.

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)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
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)

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)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
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 the firm 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

ATTACHMENT 5 – PERFORMANCE BOND

STATE OF TEXAS

RFO Number 455-18-9003

COUNTY OF _____

Contract Number 455-##-####

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as **PRINCIPAL**,
and _____, as **SURETY(IES)**,

Surety Address:

Surety Phone: _____

Surety Fax: _____

Surety Email: _____

are hereby held and firmly bound unto the State of Texas in the penal sum of:

_____ Dollars (\$_____)

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

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

RFO 455-18-9003

CONTRACT FOR

INSPECTION ENFORCEMENT TRACKING AND REPORTING SYSTEM

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

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

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

PRINCIPAL

SURETY

By _____

By _____

Railroad Commission of Texas

ATTACHMENT 6 – CONSENT OF SURETY

RFO NUMBER: 455-18-9003

CONTRACT NUMBER: 455-##-####

CONTRACT FOR
PROJECT TITLE: INSPECTION ENFORCEMENT TRACKING AND REPORTING SYSTEM

PROJECT 1701 N. Congress Avenue
LOCATION: Austin, Texas 78701

CONTRACT DATE: MM/DD/YYYY

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

CONTRACTOR: _____
(Name)

(Address)

(City, State, Zip Code)

SURETY COMPANY: _____
(Name)

(Address)

(City, State, Zip Code)

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

IN WITNESS WHEREOF,
Surety Company has hereunto set its hand this ____ day of _____, 20____.

SURETY COMPANY:

By: _____
(Signature)

(Printed Name)

(Title)

Railroad Commission of Texas

ATTACHMENT 7 – CONTRACTOR’S PROGRESS PAYMENT AFFIDAVIT

STATE OF TEXAS

RFO NUMBER 455-18-9003

COUNTY OF _____

CONTRACT NUMBER 455-##-####

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 works described as

RFO 455-18-9003

CONTRACT FOR

INSPECTION ENFORCEMENT TRACKING AND REPORTING SYSTEM

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

Railroad Commission of Texas

ATTACHMENT 8 – CONTRACTOR’S FINAL PAYMENT AFFIDAVIT

STATE OF TEXAS RFO # 455-18-9003

COUNTY OF _____

CONTRACT # 455-18-####

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 works described as:

**RFO 455-18-9003
CONTRACT FOR**

INSPECTION ENFORCEMENT TRACKING AND REPORTING SYSTEM

have been satisfactorily completed and that ALL sums of money 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 final 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 hereby waives all claims against RRC. (List any exceptions):

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, or 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. In the event subcontractors, laborers, or materialmen have not been paid in full, Contractor shall list hereon the amount owed and the name and address of each subcontractor, laborer, or materialman to whom such payment is owed. Add additional pages if required.

Affiant's Signature

Title

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

Notary Public in and for
_____ County, Texas

**ATTACHMENT 9
HUB SUBCONTRACTING PLAN FORM**

Contained in Package Contained in Package 2 of ESD Posting

IMPORTANT NOTE:

Respondents MUST use the electronic version listed in ESD to respond.

(Available as a .PDF file download with the RFO materials)

**A HUB SUBCONTRACTING PLAN FORM MUST BE FULLY COMPLETED AND INCLUDED WITH
RESPONDENT'S OFFER.**

ATTACHMENT 10
HUB PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT

The HUB Prime Contractor Progress Assessment Report (PAR) is available at:

<http://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>

The HUB PAR is provided for information purposes only.

**It is NOT required to be submitted with
Offers.**

ATTACHMENT 11

IDENTIFICATION OF RESPONDENT RELATIVES/EMPLOYEES

(Must sign and return with Offer)

State law imposes restrictions on certain contracts with former or retired employees. Respondent must provide a list of all of the following, on this **Attachment 11**, in accordance with the Offer Submission Checklist in **Table 3** of Section 3.10.7:

Relatives of the Respondent who are currently working or have worked for RRC.

- (a) Employees of the Respondent who are current, former, or retired employees of RRC. Respondent must notify RRC of any prospective employee who is a former employee of RRC, prior to prospective employee's performance or receipt of compensation under any contract resulting from this RFO.
- (b) Respondent must notify RRC of any prospective employee who is related to a RRC employee, prior to placement, and must notify RRC of any prospective employee who holds any license or certificate related to the Insurance Industry.

If none, specify by marking an "X" in the "None" box for each category. Failure to complete this form will cause Respondent to be non-responsive.

1.	Relative(s) of Respondent (current, former or retired RRC employee(s))	None - <input type="checkbox"/>
	Name (First and Last)	Relationship to RRC
a		current - <input type="checkbox"/> former - <input type="checkbox"/> retiree - <input type="checkbox"/>
b		current - <input type="checkbox"/> former - <input type="checkbox"/> retiree - <input type="checkbox"/>
c		current - <input type="checkbox"/> former - <input type="checkbox"/> retiree - <input type="checkbox"/>

2.	Non-relative Employee(s) of Respondent (current, former or retired RRC employee(s))	None - <input type="checkbox"/>
	Name (First and Last)	Relationship to RRC
a		current - <input type="checkbox"/> former - <input type="checkbox"/> retiree - <input type="checkbox"/>
b		current - <input type="checkbox"/> former - <input type="checkbox"/> retiree - <input type="checkbox"/>
c		current - <input type="checkbox"/> former - <input type="checkbox"/> retiree - <input type="checkbox"/>

Use the additional lines below, as necessary for additional employees not listed above.

Signature of Person Completing Form

Date

Name and Title Respondent Company Name

**ATTACHMENT 12
RAILROAD COMMISSION OF TEXAS
SAMPLE CONTRACT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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 NAME** (“Vendor”), located at **VENDOR’S ADDRESS**, (individually “Party”; collectively “Parties”).

WITNESSETH

WHEREAS, Texas Government Code Chapter 2054, the “Information Resources Management Act,” and Texas Government Code Chapters 2155, 2156, and 2157 provide for the procurement of information resources and RRC intends to have performed certain information resources services, namely ***implementation of Agency inspection system and case management system in accordance with the Solicitation and Contract Documents, including but not limited to, all terms, conditions, specifications and the Statement of Work related to RFO No. 455-18-9003; Inspection Enforcement Tracking and Reporting System (IETRS)***; and

WHEREAS, in accordance with the provisions of Texas Government Code Chapters 2054, 2155, 2156, and 2157 (as applicable), RRC has selected a Vendor to provide the desired information resources goods/services referenced within RFO 455-18-9003, and the Vendor has agreed to provide the desired information resources goods/services referenced within RFO 455-18-9003, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of the Request for Offer, including but not limited to insurance and bonding requirements and specifications within the Statement of Work are hereby incorporated by reference into this **Contract Number 455-18-####**. In the event that there is a conflict, this Contract and its attachments take priority over all other documents. Following the Contract in order of priority is: the RFO No. 455-18-9003 Solicitation and Contract Documents, and Vendor’s Offer.

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 the Contract, including all Contract Documents incorporated by reference, Vendor shall deliver throughout the term of the Contract including renewal periods (if any), _____ (the “Services”), including all labor, qualified personnel, management, coordination, equipment, materials, and incidentals to fulfill all requirements and deliver all 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:
- 1.01.1.** This Contract No. 455-18-#####;
 - 1.01.2.** Exhibit A, RRC’s ***Request for Offers 455-18-9003*** (“RFO”) including all associated attachments, appendices, and addenda; and
 - 1.01.3.** Exhibit B, Vendor’s Offer.

- 1.02. INCORPORATED BY REFERENCE.** All elements listed in 1.01.b. through 1.01.c. are attached and hereby incorporated by reference and become 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. 455-18-##### 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:
- 1.03.1.** This Contract No. 455-18-#####; then
- 1.03.2.** Exhibit A, RRC's Request for Offers 455-18-9003 ("RFO") including all associated attachments, appendices, and addenda; then
- 1.03.3.** Exhibit B, Vendor's Offer.

II. TERM

2.01. CONTRACT AWARD.

- a.** The original term of this Contract shall be from date of award, or the last Party's signature date, whichever is later, and shall continue through until **August 31, 2019** ("Original Term"), unless extended by the Parties or terminated earlier, as provided in RFO Part IV, and/or Section 2.02. set forth below. This Contract is non-renewable and may be extended only by fully executed written Amendment prior to expiration of the Original Term of the Contract.
- 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 will 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 during the initial term must not exceed **CONTRACT VALUE IN WORDS** (**\$NUMERICAL VALUE**).

3.02. SERVICES.

- a. Vendor shall provide the goods and services necessary and reasonably inferable to complete the Project(s) described in **RFO #455-18-9003**.
- 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 complete the Project(s) in accordance with RRC's specifications and the terms and conditions of this Contract.
- c. Additional goods and services are those services which shall be provided ONLY if authorized or confirmed in writing by RRC, and which are in addition to the goods and services contained within the scope and content of RRC's specifications and Vendor's Offer in response to the **RFO #455-18-9003**. In the event Additional goods and services are proposed by Vendor, Vendor shall not proceed therewith except only after Vendor's receipt of RRC's written acceptance of the additional services proposed.
- d. The Statement of Work (Part II of **RFO #455-18-9003**) describes the intended project scope and character. The Parties agree it is Vendor's responsibility to review and understand requirements of the Statement of Work 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 in accordance with the terms and conditions of **RFO #455-18-9003**.
- 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 perform services and work under the Contract. Changes of Vendor's key personnel identified in Vendor's Qualifications Response 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 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 RFO, 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 performed and accepted by RRC. Vendor shall submit invoices as specified in Exhibit A, **RFO #455-18-9003**, Part IV. Invoices shall be submitted to and all payment inquiries directed to:
RRC point of contact and information TBD.

IV. FUNDING.

4.01. STATE FUNDING. It is understood that all obligations of RRC hereunder are subject to the availability of state funds, and/or 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. NOTICES.

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

For RRC:

Railroad Commission of Texas	_____
Administration Division – Contract Management	_____
P.O. Box 12967	_____
Austin, Texas 78711-2967	_____
Attention:	Bill Dodson
Phone:	512-463-5881
Fax:	512-936-6402
Email:	Bill.Dodson@rrc.texas.gov

For Vendor:

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

b. 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 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 #455-18-9003**, 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 CONTRACTS 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. 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.

7.07. ENTIRE CONTRACT & MODIFICATION. This Contract No. **455-18-####** 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. 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 NAME

By: _____
Wei Wang,
Executive Director

By: _____
Printed Name
Title:

Date of Execution: _____

Date of Execution: _____

RRC use only.

Div. Director: _____

CM Director: _____

OGC: _____

ATTACHMENT 13
IETRS BUSINESS CASE

TEXAS PROJECT DELIVERY FRAMEWORK

BUSINESS CASE



Railroad Commission of Texas Inspection/Enforcement Tracking and Reporting System Project

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Section 1. Executive Summary

For a standard Business Case, complete this section *after* completing all other sections.

1.1 Issue

Briefly describe the business issue that the recommended project would solve without describing how the problem will be addressed. Include a brief statement of any mandates that require processes and/or services not currently in place.

The Railroad Commission (RRC) seeks to improve efficiency and transparency with an integrated automated system that will enable it to track, manage and report on inspections and docketed enforcement matters. Across the Commission, different agency groups manage inspection and docket information in multiple disparate systems and formats. Many of these systems utilize older, obsolete technologies that have become difficult to maintain.

Gathering and publishing agency-wide inspection and violation data continues to be a challenge without a unified platform for managing inspections. Docket information is available only through the mainframe or spreadsheets manually compiled by separate sections of the agency. Manual reporting limits the ability of the RRC to compile and report basic data, identify trends, create performance metrics, benchmark results and establish priorities for agency resources. In its recent review of the RRC, the Sunset Commission identified a need to improve the effectiveness of monitoring and enforcement, as well as a deficiency in the agency's ability to manage and track docketed cases.

1.2 Anticipated Outcomes

Describe the anticipated outcomes of implementing a project that specifically addresses the business issue. The description should include answers to questions such as "What are we aiming for?" and "What are the expected benefits to business operations?"

The RRC seeks an integrated automated system to compile, manage, track, report on and, where appropriate, publish on the public website inspection, violation, and enforcement data. The proposed project will support many agency activities, including the processing of inspections and dockets in or from the Oil and Gas Division, Oversight and Safety Division, the Enforcement Section of the Office of General Counsel, Hearings Division and Surface Mining and Reclamation Division (SMRD). It will track inspections and enforcement matters as they progress through the enforcement process, enabling the generation of reports, and ultimately tracking and incorporating files arising from third party complaints.

The system will enhance management's ability to establish and measure the attainment of productivity criteria, and to strategically allocate RRC resources.

Benefits will also result from the inherent savings of time and money associated with electronic filing and scheduling, reduced redundancy of data entry, reduced paper waste and staff hours maintaining paper records.

1.3 Recommendation

Describe the project that is being recommended to achieve the anticipated business outcomes by summarizing the approach for how the project will address the business issue. Identify the stakeholders/customers involved in determining whether the desired results are achievable by implementing the project.

Consistent with the implementation of RRC's strategic plan, which includes moving all agency systems to web based architecture, the agency seeks an agency-wide system to improve data collection, management, storage, reporting and transparency, and improve efficiency and effectiveness in the execution of and reporting on its inspection and enforcement duties. The system will allow the agency to enter, manage, track, and report on agency inspections, dockets, and enforcement work assignments in an automated and integrated system, enhance data retrieval and publication, more effectively incorporate data information into decision-making, and provide capacity for online scheduling, calendar maintenance and electronic filing. Public, searchable access to inspection, violation and docket data will be provided.

The goals of the project are automated, streamlined processes for all agency inspection and enforcement matters and other legal assignments. The approach that will be used for this project is multiphase, to occur over several biennia.

1.4 Justification

Justify why the recommended project should be implemented and the rationale for why the project was selected above the other alternative solutions. Provide a compelling argument by summarizing key quantitative and qualitative information from the Project Evaluation section, including a description of the impact of not implementing the project.

Determine and include analysis information that is necessary to provide a clear justification for the project. The type and extent of information included in the justification will vary based on the best approach for making a compelling and accurate argument. Charts from the Project Selection, Results section may be copied to support justification for selecting this project.

As part of its recent statutory Sunset review of the RRC, the Sunset Commission identified a need to improve the effectiveness of monitoring and enforcement, as well as a deficiency in the agency's ability to manage and track approximately 8,400 docketed cases. The improvements contained in the proposed system will meet or exceed these issues.

The RRC needs a centralized standard electronic management system for all docketed enforcement cases. This is fundamental to the transformation of the associated legal and professional services from a manual, paper-based system that can result in unnecessary delay to a near real-time digital database that is searchable and sortable. The RRC also seeks to enhance accountability by establishing access to more current data that can be analyzed, reported, and made available for public review. This project will:

- Create a single source for all data captured during the inspection and enforcement processes, allowing for increased reporting and improved workflow,

- Move the Commission toward an agency-wide inspection management system with the inclusion of pipeline safety inspections in a standard framework, and
- Allow RRC to accurately report performance related to enforcement of pipeline safety, the basis for continued status as a certified State program and funding by the U.S. Dept. of Transportation's Pipeline and Hazardous Materials Safety Administration (PHMSA).

If this project is not implemented there will be:

- Transparency of inspection and violation data will continue to be a challenge.
- Older technologies used to manage pipeline safety inspections could fail.
- Continued reliance on manual labor required to perform docket management and calendaring;
- Failure to maximize the potential of ALJs/Examiners, RRC Attorneys and support staff;
- Continued manual scheduling of hearings, court reporters, and hearing room assignments;
- Continued limitations on allowing public stakeholders and Commission staff to review the status of pending dockets; and,
- Continued impairment of the Commission's ability to collect and analyze information, generate reports, utilize performance metrics and other measurement statistics to inform decision-making, resource allocation and strategic planning.

1.5 Assumptions

List and describe any assumptions relevant to the project that is being recommended to achieve the anticipated business outcomes.

The following assumptions can affect the proposed project:

- Subject Matter Experts (SME) will be able to devote approximately 50% to 75% of their time during requirements elicitation/verification, design review/approval, user acceptance testing and training.
- RRC management will be involved in the project development to the extent required.
- Appropriate security, accessibility, and other applicable state or other mandates will be requirements for the new system during its development and implementation.
- Industry and the public will support the development of a new system if it will streamline the filing process, produce a more usable system, and reduce manual paper handling.
- Commercial-off-the-shelf software exists that with minimal customization and integration can support modified business processes

1.6 Limitations

List and describe any limiting factors, or constraints, relevant to the project that is being recommended to achieve the anticipated business outcomes.

The following limitations or constraints affect this project:

- The availability of Capital Authority and appropriation of resources.
- The Data Center Services contract administered by DIR will be used to provide necessary hardware and software components. Historic service delivery issues have existed which could, if they continue, impact this project's schedule and deliverables.
- Maintenance work on existing systems must continue while new applications are produced.
- Some industry users may lack internet access and wish to continue submitting documents in hard copy. The proposed system will provide a manual option for these individuals.

Section 2. Governance and Business Case Analysis Team

2.1 Governance

Describe the IT governance processes and structures within the agency.

The Railroad Commission has an established Information Technology (IT) governance process to guide the selection and oversight of major information technology projects. Strategic goals and priorities are set by the three elected Agency Commissioners. The Executive Director sets tactical goals and priorities in support of the Commission's strategic goals. The Executive team and Division Directors determine the Commission's IT initiatives based on their business needs. The Information Technology Steering Committee (composed of the Executive Director, Chief Financial Officer, Chief Information Officer, Oil & Gas Division Director and Oversight & Safety Division Director), sets the priorities, strategies, and approaches for each of these initiatives. Initiatives that have been identified by the executive team, and prioritized by the Information Technology Steering Committee in support of Commission goals, are evaluated and analyzed by the Information Technology Services Division in partnership with the business divisions.

For major information resources projects, as defined in Texas Government Code §2054.003 (10), the Texas Project Delivery Framework is used to provide a consistent method for project selection, control, and evaluation based on alignment with business goals and objectives. The results of project evaluations are provided to the executive team. Based on the project evaluations, the Executive Director will make recommendations to the Commissioners regarding major projects and initiatives. The Commissioners ultimately support projects and initiatives that sustain and enhance the capability to meet the Railroad Commission's mission and goals.

2.2 Business Case Analysis Team Members

Describe the roles on the business case analysis team. Provide the names and titles of agency staff that will fulfill them.

Role	Description	Name/Title
Executive Director	Final decision making and approval on project selection and Business Case documentation	Kimberly Corley RRC Executive Director
Business Unit Director	Provides Business Management support for project and interaction with leadership and other divisions.	Kari French Director, Oversight & Safety Division Lori Wrotenbery Director, Oil & Gas Division Alex Schoch General Counsel Randall Collins Director, Hearings Division

Role	Description	Name/Title
IT Director	Provides ITS Management support for project and interaction with leadership and other divisions.	Brandon Harris Director, ITS Division
Business Subject Matter Expert (s)	Provides subject matter expertise related to business needs	Clay Woodul Oil & Gas Division Carrie Ebbinghaus Oversight & Safety Division Stephanie Weidman Oversight & Safety Division Kendall Smith Oversight & Safety Division Jim Osterhaus Oversight & Safety Division Kristi Reeve Office of General Counsel David Cooney Office of General Counsel Mark Brock Oversight & Safety Division Carmen Calderon Hearings Division
Lead Project Manager	Overall management of the scope, cost, schedule and communication.	Edgar Chavez Senior Project Manager, ITS
Technical Subject Matter Expert (s)	Provides subject matter expertise related to technology	Yanhui Bian Technical Architect, ITS
Lead Business Analyst	Leads requirements, design and testing in collaboration with Business SMEs, PM and Technical SMEs.	Mary Humphrey Senior Business Analyst, ITS

Section 3. Problem Definition

3.1 Problem Statement

Describe the problem the project would address, including any problems related to technology, processes and/or services, without presupposing a solution.

The Railroad Commission (RRC) seeks to improve efficiency and transparency with an integrated automated system that will enable it to track, manage and report on inspections and docketed enforcement matters. The Commission currently uses separate systems to manage inspections across the industries it regulates. Many of these applications were built in older technologies that have become difficult to maintain. Different agency sections manage docket information in multiple disparate formats, and docket information is available only through the mainframe or spreadsheets manually compiled by separate sections of the agency.

Gathering and publishing agency-wide inspection, violation, and enforcement data can be a challenge with so many disparate systems. Manual reporting limits the ability of the RRC to compile and report basic data, identify trends, create performance metrics, benchmark results and establish priorities for agency resources. In its recent review of the RRC, the Sunset Commission identified a need to improve the effectiveness of monitoring and enforcement, as well as a deficiency in the agency's ability to manage and track docketed cases.

3.2 Agency and Constituent Environment

Identify and briefly describe the relation of each stakeholder/customer to the project.

Stakeholders/Customers	Description
Pipeline Operators	Mandated to provide pipeline inspection information to the RRC.
Oil & Gas Operators	Responsible party for oil and gas wells and facilities
Parties with matters before RRC	All persons doing business with the agency would be able to obtain information regarding dockets, schedule matters with the Hearings Division, and electronically file documents.
Pipeline Safety Staff	Records access, reports, letters, dockets. RRC state office staff uses RRC data as part of their ongoing regulatory functions.
Public	Interested in access to inspection and violation data, Royalty Interest Owners, Surface Owners, Water Conservation Districts, Municipalities, County Governments, State & Local Officials and the General Public would have the ability to view docket information online
Field Operations Inspectors	Field inspectors for Oil & Gas Division that perform inspections of Oil and Gas facilities
Field Operations Technical Staff	Technical staff in Oil & Gas district offices that perform reviews of inspection reports
Field Operations Management	Austin Field Operations and District office management staff
Agencies	Emergency Management Services, and other state agencies, (i.e. AG office, TX DOT, GLO, TCEQ) would have online access to docket information to enhance decision making related to matters subject to their jurisdiction.

Stakeholders/Customers	Description
RRC Staff	Commission personnel would be able to obtain data on dockets to track, manage, report and use the information for strategic planning.

Describe the processes and/or services that would be modified or automated by the project. Include processes and/or services for agencies and constituents (citizens, employers, other agencies).

Processes/Services	Description of Modifications/Automation
Pipeline Safety Inspections	Integrated into agency-wide framework
Operator Interaction	Provide a mechanism to provide information to and receive information from operators.
Searchable access to inspection and violation data	Provide inspection and violation data for Public records search/Queries.
Docket Management	Docket, enter, manage, track, report on agency enforcement matters in an automated and integrated system.
Reporting	Data collection, retrieval, analysis and publication
Scheduling	Ability to schedule matters with the Hearings Division online and for publication of the Hearings calendar.
Online Filings	Ability for registered users to electronically search, retrieve and file documents.

3.3 Current Technology Environment

3.3.1 Current Software

Describe the agency's existing software that will be modified or replaced by the proposed project.

Software Items	Description
BEA Web Logic 10.X	Application development
Oracle 11.X	Database software (RDBMS)
Oracle Forms 10	Application development and reporting
JDeveloper 10	Oracle application development tool
Oracle Business Intelligence 10	Business Intelligence environment
ESRI ArcGIS 10.X	GIS software
IMS Version 12.X	Mainframe database

3.3.2 Current Hardware

Describe the agency's existing hardware that will be modified or replaced by the proposed project.

Hardware Items	Description
Mainframe	Austin Data Center- Z Series
Servers	Windows, Linux, Unix

Section 4. Project Overview

4.1 Project Description

Describe the approach the project will use to address the business problem. Include the project sequence number(s) for the project from the Information Technology Detail (ITD).

Description of Project
<p>Across the Railroad Commission, inspection and enforcement data is captured in a variety of systems and formats. Having separate systems does not allow the Commission to aggregate data, identify process efficiencies and provide a consistent view of regulatory compliance and enforcement.</p> <p>Using a phased approach, the Inspection/Enforcement Tracking and Reporting System project will implement an agency inspection and docket management system over the next two to three biennia. In this biennium, an expandable framework will be implemented that can accommodate the spectrum of inspections and enforcement docketed items handled by RRC staff. Prioritized areas will be identified for the initial implementation. Searchable public access to data, such as violations or final orders, will be provided to support agency data transparency goals.</p> <p>The primary areas in scope for this biennium include:</p> <ul style="list-style-type: none">• Docket creation and management,• Work assignment and tracking,• Report generation,• Hearing scheduling and management,• Searchable public access to inspection, violation, and docket data, and• Online filing of compliance information and case-related documents (if possible). <p>ITD Project Sequence Number(s): 3</p>

4.2 Goals and Objectives

Describe the business goals and objectives of the project. Ensure the goals and objectives support business needs.

Business Goal/Objective	Description
Reduce inspection processing time	This objective includes the total time to perform, submit, and review an inspection and notify an operator of violations.
Increase data collection for analysis and reporting	This objective includes data collected in certain industry activity or incident inspections
Implement system interaction capabilities between the inspection system and regulated community	This objective includes operator access to inspections and the generating of violation notices.
Increase consistency across agency inspection data	This objective includes easier retrieval of data to generate reports, performance metrics and other statistical data

Business Goal/Objective	Description
Improve Reporting and Data Transparency	Docket, enter, manage, track, report on and dispose of agency dockets in an automated and integrated system; Retrieve and analyze data to generate reports, performance metrics and other statistical data in an automated fashion; make enforcement and docketed documents available online
Improve Enforcement Process	Publish enforcement and docketed data online; Ability for Docket Services to schedule and manage a hearing, and create and publish a hearing schedule; Ability to strategically target resource allocation and establish enforcement priorities; Ability for registered users to electronically file supporting documentation
Adopt Uniform Agency Wide Process	Create a centralized standard electronic format for all docketed enforcement cases to transform legal and professional services from a manual, paper-based reporting system to a near real-time digital database that is searchable and sortable.
Improve Hearings Process	Track which docket is assigned to a particular Administrative Law Judge (“ALJ”) and Technical Examiner, or other staff member; Schedule and reschedule an extensive number of hearings many months in advance of the hearing date; Electronically process all filings in each docket; Produce meaningful reports and statistics quickly; ultimately enables potential to eliminate the need for physical files.

4.3 Performance Measures

Describe performance measures that will be used to gauge the project’s business outcomes for key processes and services.

Key Process/Services	Performance Measure
Inspection Processing	Reduce inspection processing time by up to 25% within one year of implementation
Operator Interaction	Reduce correspondence to operators by up to 25% within one year of implementation
Data Collection for Analysis and Reporting	Increase data collection for analysis and reporting by up to 25% within one year of implementation
Gather and Use Statistical Data	50% reduction in hours spent compiling statistics
Reduce Manual Process	50% reduction in hours spent accessing paper dockets for review
Reduce paper records	50% reduction in photocopies made; 50% reduction in documents scanned to Neubus;
Easier Access to Commission Records	50% reduction in hours per year spent by practicing attorneys regarding Emails, calls, fax, and walk-ups related to hearings status, setting cancellations, resetting of filing of documents by stakeholders;

4.4 Assumptions

List the assumptions regarding the agency processes and/or services affected by the proposed project.

The following assumptions can affect the proposed project:

- Subject Matter Experts (SME) will be able to devote approximately 50% to 75% of their time during requirements elicitation/verification, design review/approval, user acceptance testing and training.
- RRC management will be involved in the project development to the extent required.
- Appropriate security, accessibility, and other applicable state or other mandates will be requirements for the new system during its development and implementation.
- Industry and the public will support the development of a new system if it will streamline the filing process, produce a more usable system, and reduce manual paper handling.
- Commercial-off-the-shelf software exists that with minimal customization and integration can support modified business processes

4.5 Constraints

List the limitations or constraints regarding the agency processes and/or services affected by the proposed project.

The following limitations or constraints affect this project:

- The Data Center Services contract administered by DIR will be used to provide necessary hardware and software components. Historic service delivery issues have existed which could, if they continue, impact this project's schedule and deliverables.
- Maintenance work on existing systems must continue while new applications are produced.
- Some industry users may lack internet access and wish to continue submitting documents in hard copy. The proposed system will provide a manual option for these individuals.

4.6 Proposed Technology Environment

4.6.1 Proposed Software

Describe software for the project, including technical factors that may be critical to project selection if applicable.

The Commission will research and analyze Commercial-off-the-Shelf (COTS) alternatives to support expedited implementation timelines and reduced overhead and cost associated with

custom development. The Commission will describe the following technology environment to vendors when this project is approved.

Software Item	Description
Oracle Weblogic 11g	Middle Tier Java EE Application Server
Oracle Database Server 12c	Database software
Oracle Business Intelligence 12c	Business Intelligence environment (data warehouse)
ESRI ArcGIS 10.X	GIS software

4.6.2 Proposed Hardware

Describe the hardware for the project, including technical factors that may be critical to project selection if applicable.

The Commission will research and analyze Cloud services for the hosting of the proposed solution. The Commission will describe the following technology environment to vendors when this project is approved.

Hardware Item	Description
Servers	Linux, Windows

4.7 Major Project Milestones

Describe the project's preliminary major milestones, deliverables, and target dates (mm/dd/yy).

The milestone dates identified below are based on incremental requirements gathering, design, development, and testing of the functionality needed to complete this project.

Milestones/Deliverables	Target Date mm/dd/yy
Solicitation and Contracting	11/20/2018
Project Initiation/Kickoff	
Requirements Gathering & Validation	
Project Design	05/30/2019
Development	06/30/2019
Testing & Acceptance	07/30/2019
Deployment	08/31/2019

Section 5. Project Evaluation

The Business Case Workbook is completed as part of this section. Once completed, the Business Case Workbook evaluation factors are summarized in this section.

5.1 Statutory Fulfillment

Describe the direct and derived mandate(s) related to the project and cite reference(s) for federal and state statutes, rules, and regulatory requirements. Describe any penalties or funding losses.

Mandates Related to Project	Statutory Citations	Penalties/Funding Losses
Pipeline Safety Statutes	Texas Natural Resources Code, Chapters 81.051-052, 117, and 118	
Pipeline Safety Statutes	Texas Utilities Code, Chapter 121.201-507.	
Pipeline Safety Statutes	Texas Health and Safety Code, Chapter 756.126.	
Pipeline Safety Statutes	United States Code, Title 49, Chapter 601.	PHMSA Funding: Gas - \$5,832,648+ Liquids - \$1,784,286= \$7,616,934
Pipeline Safety Rules	Texas Administrative Code, Title 16, Chapter 8, 18, and 3.70	
Pipeline Safety Rules	Code of Federal Regulations, Title 49, Parts 40, 191, 192, 193, 195, and 199.	
Oil and Gas Rules	Texas Administrative Code, Title 16, Chapter 3 – Oil and Gas	
Oil and Gas Statutes	Texas Natural Resources Code, Chapters 81.051-.052, 85.061, and 85 Subchapter F	
RRC Statutes (Oil and Gas Exploration, Production and Transportation)	Texas Natural Resources Code, Title 3, related to Oil and Gas, Chapters 81, 85, 86 – 93, 101 – 103, and 111 – 120.	
RRC Statutes (Uranium and Coal Surface Mining)	Texas Natural Resources Code, Title Four, related to Mines and Mining, Chapters 131 - 135	

Mandates Related to Project	Statutory Citations	Penalties/Funding Losses
RRC Statutes (Gas Utilities)	Texas Utilities Code Title Three, related to Gas Regulation, Chapters 102, 105, and 121, and Title Five related to the Operation Utility Facilities, Chapter 251.	
RRC Statutes (Water Protection)	Texas Water Code, Title Two Subtitle D, related to Water Quality Control, Chapters 26, 27 and 29.	
RRC Statutes (Contested Cases and Rulemakings)	Texas Government Code, Title Ten Subtitle A. Chapter 2001, (Administrative Procedure Act), related to uniform practice and procedure for state agencies in contested cases (which includes any case affecting the rights of a party) and rule makings.	
RRC Statutes (Public Information Services)	Texas Government Code, Chapter 552 (Public Information Act); Texas Natural Resources Code §91.551 et seq., related to electric logs	
RRC Rules (Regulatory Requirements for Activities Subject to RRC Jurisdiction)	Texas Administrative Code (TAC) Title 16. Economic Regulation Part 1. Railroad Commission of Texas, Chapter 1 related to the Hearings Division, Chapters 2 – 5 related to the Oil and Gas Division, Chapters 7 – 9, 13 – 15, and 18 related to the Oversight and Safety Division, and Chapters 11 – 12 related to the Surface Mining and Reclamation Division.	

5.2 Strategic Alignment

Identify titles of strategic plans the project addresses, including the State Strategic Plan for Information Resources Management, agency strategic plan, and any other applicable plans. Cite the specific goals and objectives in each plan that are related to the project. Describe the

relationship of the project to each of the plans based on how the project aligns and meets the goals and objectives cited in the strategic plans.

Plan	Goals/Objectives	Relationship to Project
Agency Strategic Plan	3.1.1 Oil and Gas Monitoring and Inspections	Ensure industry compliance with applicable state regulations through field inspections and incident investigations.
Agency Strategic Plan	3.2.2 Oil and Gas Well Plugging	Increase efficiency and accuracy in identifying, assessing, and prioritizing wells that require the use of state funds for plugging.
Agency Strategic Plan	4.1.1 Public Information and Services	Increase efficiency in providing public access to information and provide more efficient interaction with regulated industries.
Agency Strategic Plan	2.1.1. Pipeline Safety	Ensure the safe operation of pipelines through permitting, field inspections, accident investigations and emergency response.
Agency Strategic Plan	2.1.2. Pipeline Damage Prevention	Support education and partnership initiatives to increase the overall awareness and effectiveness of damage prevention.
Agency Strategic Plan	Effectively Regulate Oil and Gas activities, Pipelines, Gas Utilities, Alternative Energy Resources, and Surface Mining activities	This project creates a tool for the Commission and the public that will enhance collection of, access to and use of data, encourage public engagement, and add efficiencies to the implementation of compliance and enforcement strategies intended to maximize protection of public safety and the environment.
State Strategic Plan for Information Resources Management	Mature IT Resources Management	RRC will use sound project management practices and include critical stakeholders in project decision making.
State Strategic Plan for Information Resources Management	Cost-Effective and Collaborative Solutions	RRC will evaluate cloud services and commercial off-the-shelf solutions, as well as custom development, in the analysis of alternatives for this project.
State Strategic Plan for Information Resources Management	Data Utility	RRC plans to improve and enhance data collection and publication through this project.
State Strategic Plan for Information Resources Management	Mobile and Digital Services	This project will enable RRC to serve its constituents more efficiently with improved workflows and greater data transparency.

5.3 Agency Impact Analysis

Summarize how the project would impact the use of technology resources at the agency level, including support of the defined architecture and standards for the agency and state.

This project will impact RRC use of technology by providing the following:

- Unified product (COTS) to enter, manage, track, and report on agency inspections, dockets, and enforcement work assignments in an automated and integrated system

- The ability to more efficiently enter/update required information in a web-based environment.
- The ability to track inspections and other mandated information. This will support Legislative, Commissioner, and Executive Management requests.
- The ability to more efficiently capture and report the current status of inspections (who/what/where/when) across the agency.
- The ability to more efficiently enter/update/manage docketed case and hearing information in a web-based environment.
- The ability to track docketed cases and hearings. This will improve case management efficiency and support Legislative, Commissioner, and Executive Management requests.
- The ability to more efficiently capture and report the current status of docketed cases and hearings (who/what/where/when) across the agency.

5.4 Financial Analysis

Using the level of detail illustrated in the instructions, describe methods used to calculate business case cost and quantitative project benefit estimates. Describe estimate factors and underlying assumptions.

Methods: Business Case Cost Estimates	Estimate Factors/Underlying Assumptions
Comparing analogous RRC projects and Technical RRC Staff Expert estimates	These estimates can vary +/- 20% depending on detailed requirements gathering of scope as defined in the Requirements Phase.
Methods: Agency and Constituent Quantitative Project Benefits	Estimate Factors/Underlying Assumptions
Business staff expert projection based on past experience with business process reengineering efforts.	These estimates can vary +/- 20% depending on detailed requirements gathering of scope, and on project growth patterns vs. anticipated benefits. See Estimate Factors Below.

A summary of the business case workbook costs and Agency Benefits calculated using the above methods follows.

- Total Costs (10 years) without contingency - \$7,248,791
- Total Benefits (RRC and Constituent - 10 years) - \$82,190,415

Agency calculated benefits are based on the following assumptions/factors. Agency and constituent benefits begin in year three.

Line	Category	Comment/Method of Calculating	Total
A4	Improved workflow/business processes	Faster & more efficient processing of inspection activities and automated letter generation in the system translates to approx. 26.5 FTE equivalents	\$ 14,367,804
A9	Reduced equipment rental/supplies and materials expense	Reduced costs associated with the avoidance of regular and certified mailings (preparation, postage and paper)	\$ 452,134
A16	Avoid loss of funding	Failure to collect and maintain data required by PHMSA may result in loss of up to 80% of federal funding for the Pipeline Safety Program	\$ 60,935,473
C1	Reduced constituent transaction costs	Online interaction with RRC systems would allow industry to avoid longer preparation and submission timeframes for required filings and letters. Staff estimates industry efficiencies on these areas to improve close to 5000 hours per year for industry admins and 2000 hours per year for industry legal representatives.	\$ 6,378,555
C19	Other savings (paper mailings)	Reduced costs associated with the avoidance of regular and certified mailings (preparation, postage and paper)	\$ 56,448

5.5 Initial Risk Consideration

Identify each additional initial risk and rate it consistent with the instructions provided in the Business Case Workbook Evaluation Factor worksheet. These are initial risks that were not already identified in the Evaluation Factor worksheet.

Risk	Rating
Inadequate and insufficient detail in requirements of project and resulting contracts	3
Change Federal, State, and/or Agency mandates	5
Cost over-runs	3
Inadequate database model and application design	3
Incorrect or inadequate interfaces	3
Contractor availability and expertise	3
Complexity and size of the project contributes to the risk of failure, delay and cost over-runs.	3
Internal resource availability due to the time availability on the project	3

5.6 Alternatives Analysis

Describe alternative options, including the option of not implementing any project at all and at least one non-selected project option. State the reasons for not selecting each alternative. If at least one rejected alternative is not included, explain why.

The Commission will research and analyze Commercial-off-the-Shelf (COTS) solutions and Cloud services for the implementation and hosting of the proposed solution. A closeness of fit analysis will be completed with the COTS solution considered. If the project's requirements as

documented reveal that the platform does not provide the expected benefits or that business processes cannot be modified to work within a COTS, RRC will consider custom development.

No Project (Status Quo)	Reasons For Not Selecting Alternative
Unable to compile agency statistics in a timely manner. Unable to capture and integrate critical agency data.	Continuing to depend on unsupported and obsolete software to run mission critical systems constitutes a major business risk to the Commission.
Alternative Option	Reasons For Not Selecting Alternative
Maintain and modify existing programs as needed.	Would not be able to integrate applications or make applications scalable for future growth, not allowing for additional consistency in data collection and management.

Section 6. Project Selection

6.1 Methodology

Describe the agency-developed methodology used for project selection.

The Executive team and Division Directors determine the Commission's IT initiatives based on their business needs. The Information Technology Steering Committee (composed of the Executive Director, Chief Financial Officer, Chief Information Officer, Oil & Gas Division Director and Oversight & Safety Division Director), sets the priorities, strategies, and approaches for each of these initiatives. Initiatives that have been identified by the executive team, and prioritized by the Information Technology Steering Committee in support of Commission goals, are evaluated and analyzed by the Information Technology Services Division in partnership with the business divisions.

For major information resources projects, as defined in Texas Government Code §2054.003 (10), the Texas Project Delivery Framework is used to provide a consistent method for project selection, control, and evaluation based on alignment with business goals and objectives. The results of project evaluations are provided to the executive team. Based on the project evaluations, the Executive Director will make recommendations to the Commissioners regarding major projects and initiatives. The Commissioners ultimately support projects and initiatives that sustain and enhance the capability to meet the Railroad Commission mission and goals.

This project was selected based on the recommendation of the Information Technology Steering Committee following a review of all prioritized projects within the agency.

6.2 Results

State the rationale for why the project was selected above the other alternative solutions. Cite any market research that was conducted.

This project was chosen due to its estimated return on investment and the ability to centralize data collection and management related to inspections, enforcement actions and dockets throughout the Commission, while increasing consolidated reporting capabilities and reducing cost as compared to custom software development.

To carry out its regulatory responsibilities, the RRC needs a system that can be used to efficiently manage inspections, docketed cases, and hearings. Creating an IT environment that makes this work automated and efficient for both the industries and the RRC results in an economic gain for the state and industries as a whole. Incorporating all inspection types into the system will further the Commission's desire to standardize processes, data collection and publication.

As part of its recent statutory Sunset review of the RRC, the Sunset Commission staff identified a need to improve the effectiveness of monitoring and enforcement, as well as a deficiency in the agency's ability to manage and track docketed cases. The improvements contained in the proposed project will meet or exceed these issues.

Replace the blank graphical summary charts below with the completed charts located in the Selection Results worksheet of the Business Case Workbook. The charts may also be copied to the Executive Summary depending on the desired approach for justifying selection of the project.

Copy and paste the Summary: All Project Evaluation Factors chart to this section by completely replacing the blank chart.

Summary: All Project Evaluation Factors			
Line	Factor	Maximum Rating Possible	Rating
SF	Statutory Fulfillment	35	27
SA	Strategic Alignment	45	45
IA	Agency Impact Analysis	35	31
FA	Financial Analysis - Government/Constituent	60	38
RC	Initial Risk Consideration	45	45
AA	Alternatives Analysis	30	22
	Total, All Project Factors	250	208

Copy and paste the Financial Analysis: Agency/State chart to this section by completely replacing the blank chart.

Financial Analysis: Agency/State							
Line	Measure	Year 1	Year 2	Year 3	Year 4	Year 5	10 Year Total
RA1	Agency Benefits (Cash Inflow)	0	0	9,469,426	9,469,426	9,469,426	75,755,411
RA2	Business Case Costs (Cash Outflow)	(2,488,808)	(3,550,336)	(701,135)	(701,135)	(441,655)	(8,456,620)
RA3	Benefit/Cost Variance (Net Cash Flow)	(2,488,808)	(3,550,336)	8,768,291	8,768,291	9,027,771	67,298,792
RA4	Cumulative Net Benefits (Cumulative Net Cash Flow)	(2,488,808)	(6,039,144)	2,729,148	11,497,439	20,525,210	67,298,792
RA7	Breakeven Point (Years 1 to 10)	N/A	N/A	2.69			2.69

Copy and paste the Financial Analysis: Constituents chart to this section by completely replacing the blank chart.

Financial Analysis: Constituents							
Line	Measure	Year 1	Year 2	Year 3	Year 4	Year 5	10 Year Total
VA1	Constituent Benefits	0	0	804,375	804,375	804,375	6,435,003
VA2	Business Case Costs	(2,488,808)	(3,550,336)	(701,135)	(701,135)	(441,655)	(8,456,620)
VA3	Benefit/Cost Variance	(2,488,808)	(3,550,336)	103,240	103,240	362,720	(2,021,616)
VA4	Cumulative Net Benefits	(2,488,808)	(6,039,144)	(5,935,903)	(5,832,663)	(5,469,943)	(2,021,616)

Section 7. Glossary

Define all terms and acronyms required to interpret the Business Case properly.

Term or Acronym	Definition
Commission	Railroad Commission of Texas
Major information resources project	(A) any information resources technology project identified in a state agency's biennial operating plan whose development costs exceed \$1 million and that: (i) requires one year or longer to reach operations status; (ii) involves more than one state agency; or (iii) substantially alters work methods of state agency personnel or the delivery of services to clients; and (B) Any information resources technology project designated by the legislature in the General Appropriations Act as a major information resources project. (Source: Texas Government Code §2054.003 (10))
OGD	Oil and Gas Division
OSD	Oversight and Safety Division
PHMSA	Pipeline and Hazardous Materials Safety Administration, U.S. DOT – Pipeline Safety
PSD	Pipeline Safety Department
RRC	Railroad Commission of Texas
AG	Attorney General
DIR	Texas Department of Information Resources
GLO	General Land Office
IT	Information Technology
ITS	Information Technology Services
LBB	Legislative Budget Board
OGC	Office of General Counsel
OGD	Oil and Gas Division
PM	Project Manager
RRC	Railroad Commission of Texas
SME	Subject Matter Expert
SMRD	Surface Mining and Reclamation Division
TCEQ	Texas Commission on Environmental Quality
TXDOT	Texas Department of Transportation

Section 8. Revision History

Identify changes to the Business Case.

Version	Date mm/dd/yy	Name	Description
0.1	01/20/2017	Edgar Chavez/Mary Humphrey	Initial version
1.0	01/27/2017	Edgar Chavez	Sponsor's comments incorporated

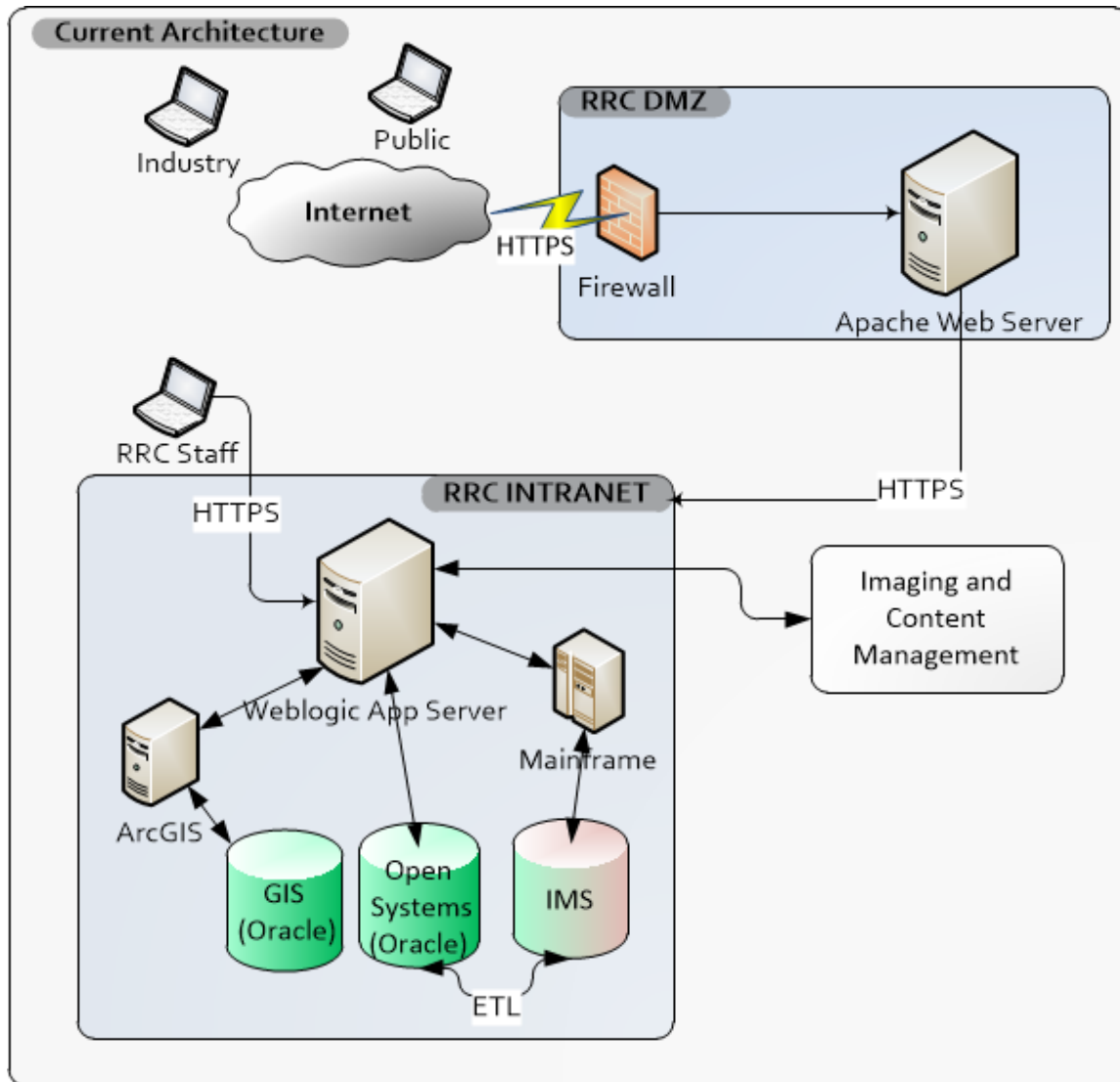
Section 9. Appendices

Include any relevant appendices

ATTACHMENT 14
ARCHITECTURE DESCRIPTION AND DIAGRAM

Overview of Current Systems Architecture

Current Commission systems are housed within the set of State Data Centers overseen by the Texas Department of Information Resources (“DIR”). The graphic below depicts a high-level view of the current systems architecture used by Commission software.



The primary entry point for the regulated community to conduct online business (permitting, filing, and compliance reporting) is a portal known as RRC Online. The user interface is browser-based, supported by Apache Web Server. The middle tier application servers employ Weblogic running on a Redhat Linux Server. Oracle databases are used for the data tier and RRC business rules. RRC Online contains the security framework that all online filing applications utilize. All user access rights are managed through a custom developed security module within the RRC Online framework.

The Commission's mainframe is system of record for Commission oil and gas data. Mainframe data is stored in IMS databases, with COBOL and CICS used for processes. Data is bridged from RRC Online applications to the mainframe using Shadow, JDBC Shadow Bridge.

Web services are used to read and write data between RRC Online applications.

Integration Strategy, Requirements and Standards, including Security

Different types of projects require different types integration technologies. As listed above, the potential integration points could be Mainframe, RRC Online (Sort of Java MVC web application with Oracle database), Oracle Forms and Reports and Oracle BI reporting environment.

- Our goal is Service-Oriented Architecture (SOA) and process driven integration using web services for a standard interface (WSDL), a standardized communication protocol (SOA), and/or Restful web service. Integrations could be standard message format (XML) and/or JSON format.
- For MF integration with IBM mainframe using an IMS database, integrations could be with formatted text files running on regular basis.
- Integration with Microsoft Outlook (Office 365).
- Integration with ESRI ArcGIS products.

ATTACHMENT 15
CASE MANAGEMENT BUSINESS PROCESS MAPPING

Business Process Mapping of RRC Case and Docket Management Processes

Version 1.0

April 16, 2018

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1 Case/Docket Management Process

In each fiscal year the Railroad Commission of Texas handles a variety of cases covering subject matter in all areas regulated by the Commission. To best understand the standardized case management processes described below, it is important to distinguish between two terms:

- **Case:** A unique, discrete matter that must or will be tracked by a division or section of the RRC. This may be any type of matter, request, item, or project, with specific examples including: permitting application or authorization, enforcement action, contract, etc.
- **Docket:** A unique, discrete case in which an administrative hearing is requested or required, or resolution is otherwise sought through the RRC Hearings Division. (Note: Docketed matters may be resolved by the parties prior to a hearing being held.)

Under this nomenclature, past matters using the term “docket” will now be referred to as cases. Listed below are examples of the distinction between cases and dockets.

Case	Docket
Enforcement action resolved without referral to Legal Enforcement	Enforcement action that requires a hearing (default or contested)
Rule exception request that is administratively approved	Field rule amendment that requires a hearing
Gas utility case that is administratively approved without a hearing	Gas utility case that requires a hearing

For the purposes of this document, three general case groupings have been defined.

- **Enforcement cases** involve one or more violations of a rule, regulation, statute, or permit provision that must be brought into compliance by the company/operator. Compliance may be achieved through the oversight of one of the RRC’s regulatory divisions (Oil & Gas, Oversight & Safety, or Surface Mining & Reclamation). An enforcement case may also involve the Office of General Counsel (OGC) and the Hearings division.
- **Directly-docketed cases** originate from requests from external or internal persons/groups such as operators, complainants, or RRC staff, and span subject matter including (but not limited to):
 - Field rule amendments
 - Good faith claims
 - Show cause
 - Commission-called cases.

These cases proceed directly to Docket Services and are docketed when the case is created.

- **Division-managed cases** refer to those cases that are created, reviewed, and often administratively resolved entirely within one of the regulatory divisions. Examples of division-managed cases include (but are not limited to)
 - Flaring/venting-related cases
 - Qualification for enhance recovery programs

- Gas utility rate cases.

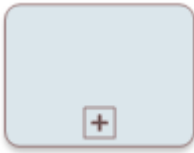






These cases can be docketed, if a hearing is requested or required. They may move through to Commissioner conference directly. Some division-managed cases do not go to Commissioner conference.


Different case types will use different paths through the consolidated case management process described below. The process is defined graphically below using a level-zero diagram, several sub-process diagrams, and activity description tables at each level. NOTE: Multiple cases may be consolidated into a single case at any time in the process. Consolidated cases may be split into individual cases, also.

Following the diagrams, the user roles, data concepts, generated documents, queries and searches, and potential integration points are presented.

1.1 Diagramming Notation

The process diagrams presented below using Business Process Model and Notation (BPMN), an international standard developed under the coordination of the Object Management Group. Each of the BPMN components used in the diagrams is described in the table below.

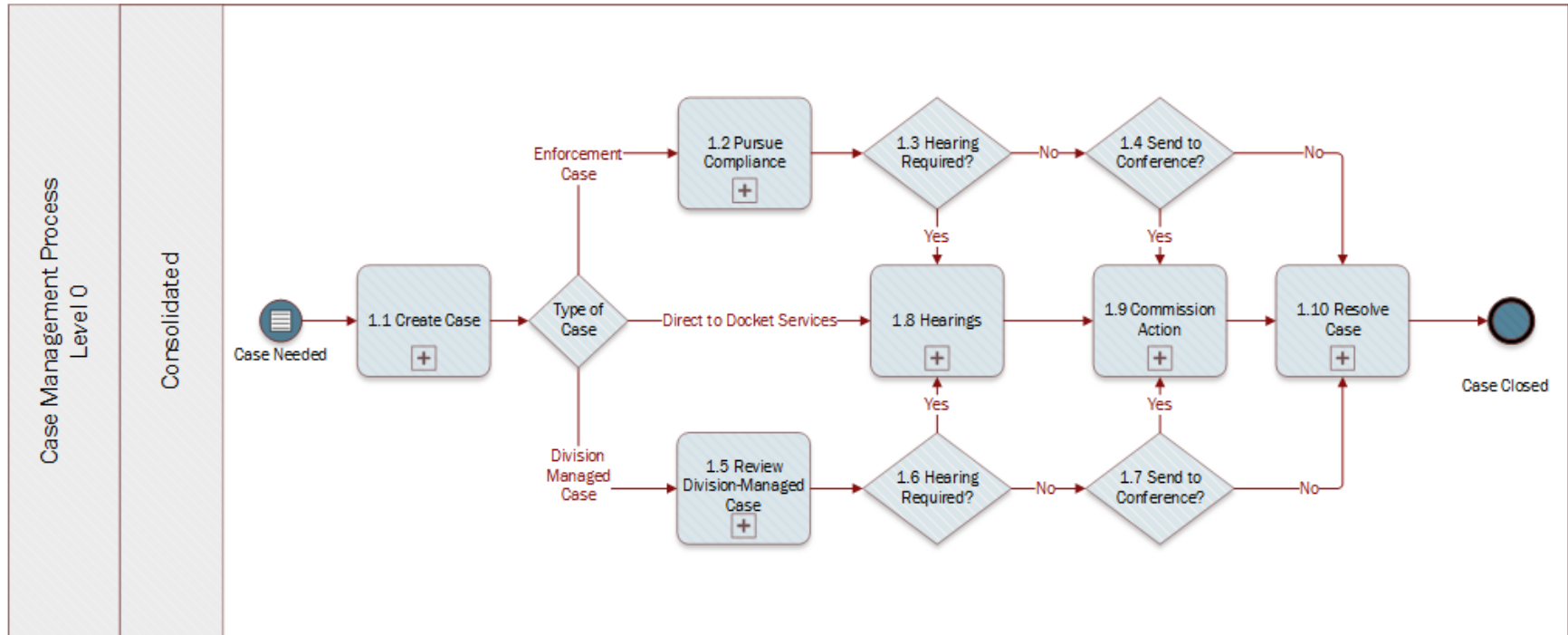
Shape	Name	Description
	Collapsed Sub-Process	Activities that can be expanded
	Task	An activity that is expressed at the lowest level of detail necessary
	Sequence Flow	Specifies ordering flow of objects
	Event: Start	The logical start of the process
	Event: End	The completion of the process
	Event: Intermediate	An event that results from a flow object
	Gateway: Exclusive	Acts as either a join (many-to-one) or split (one-to-many) node. For an exclusive split, only one of two outgoing edges results.

Shape	Name	Description
	Gateway: Parallel	Acts as either a join (many-to-one) or split (one-to-many) node. A join has parallel inputs. A split has parallel outputs.

Future “To-Be” Case/Docket Management Process

To-Be Process Diagram – Level 0

The diagram below depicts the highest-level overview of the consolidated case management process (referred to as level 0). Sub-processes are further expanded upon below (referred to as level 1). Any further expansions will follow as level 2 sub-processes.



The table below lists and describes all activities included in the diagram provided above.

#	Activity Label	Activity Description	Actors
Event	Case Needed	<p>This is the start event for the case management process. This event triggers the series of activity groups (sub-processes) involved in the management of cases, both docketed and non-docketed, within the Commission.</p> <p>Enforcement cases begin when a violation is identified that needs to be managed. Division-managed cases begin when an application or request is received that needs to be tracked as a case (and potentially as a docket).</p>	N/A
1.1	Create Case	This sub-process describes the steps needed to establish a case.	Initiator
1.2	Pursue Compliance	<p>(Used for enforcement cases only)</p> <p>This sub-process describes the varied mechanisms that can be used to bring a violation (or set of violations) into compliance, including legal enforcement via the Office of General Counsel.</p>	Administrative Staff Compliance Manager Inspector Technical Reviewer Management Attorney Legal Assistant
1.3	Hearing required?	If an enforcement case requires a hearing, the case will contact the Hearings Division to set a hearing (sub-process 1.8)	N/A
1.4	Send to conference?	<p>(Used for enforcement cases only)</p> <p>Settled enforcement cases can go to Commissioner conference without the need for a hearing.</p>	N/A

Railroad Commission of Texas
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Inspection Enforcement Tracking and Reporting System (IETRS)

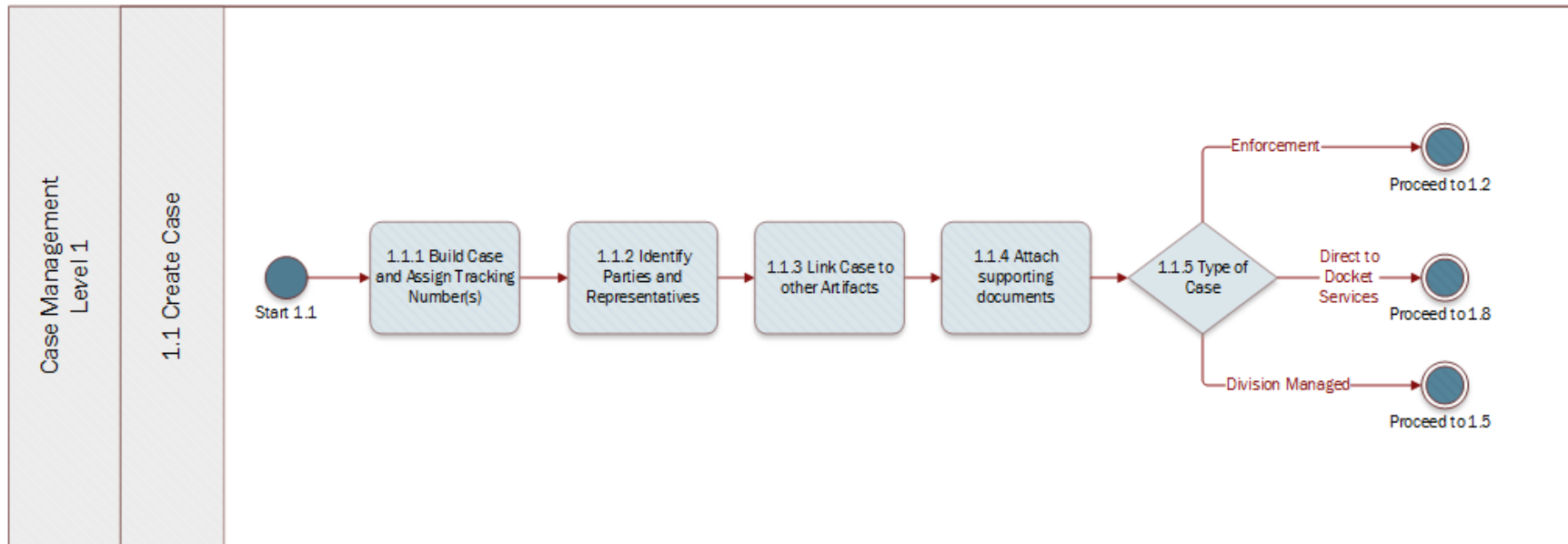
#	Activity Label	Activity Description	Actors
1.5	Review Division-Managed Case	(Used for division-managed cases only) This sub-process describes the review of case information, including interaction with the involved parties to collect additional information, prior to deciding on the case.	Technical Reviewer Requestor Staff Examiner
1.6	Hearing required?	If a division-managed case requires a hearing, the case will be referred to the Hearings Division (sub-process 1.8)	N/A
1.7	Send to conference?	(Used for division-managed cases only) Certain types of division-managed cases go to Commissioner conference (sub-process 1.9) even if a hearing is not required. Other types of cases are administratively resolved within the division.	N/A
1.8	Hearings	This sub-process describes the activities involved when Hearings Division staff is involved in a case, including the conducting of hearings. Certain types of cases, such as good faith claims, Commission-called, or field rule-related cases, are created (sub-process 1.1) and immediately docketed.	Docket Services Hearings Examiner Legal Assistant Administrative Staff
1.9	Commission Action	This sub-process describes what is involved in the preparation, conduct, and aftermath of Commissioner conference.	Administrative Staff
1.10	Resolve Case	This sub-process describes the activities involved in the closeout of a case after Commission action is taken, with division-managed or directly docketed cases, or compliance is achieved, with enforcement cases.	Attorney Legal Assistant Compliance Staff Administrative Staff

Sub-Processes

The diagram(s) below depicts the consolidated case management sub-processes (referred to as level 1). Any further expansions will follow as level 2 sub-processes.

Create Case (1.1)

The diagram below is the expansion of the collapsed process box 1.1 in the level 0 diagram for consolidated case management business process.



The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.1	Create Case	Sub-process 1.1 starts. It covers the activities performed when a case needs to be created.	N/A

#	Activity Label	Activity Description	Actors
1.1.1	Build Case and Assign Tracking Number(s)	<p>When building the initial case, the following types of information would be identified:</p> <ul style="list-style-type: none"> • Type of case • Case number <ul style="list-style-type: none"> ○ A <u>unique</u> tracking number to identify the case ○ Could be a system-generated number, or could be the permit/application/complaint number that the case involves • Filing date <p>If it is known, when the case is created, that Hearings Division staff will participate in the case, a docket number can be defined.</p>	Initiator

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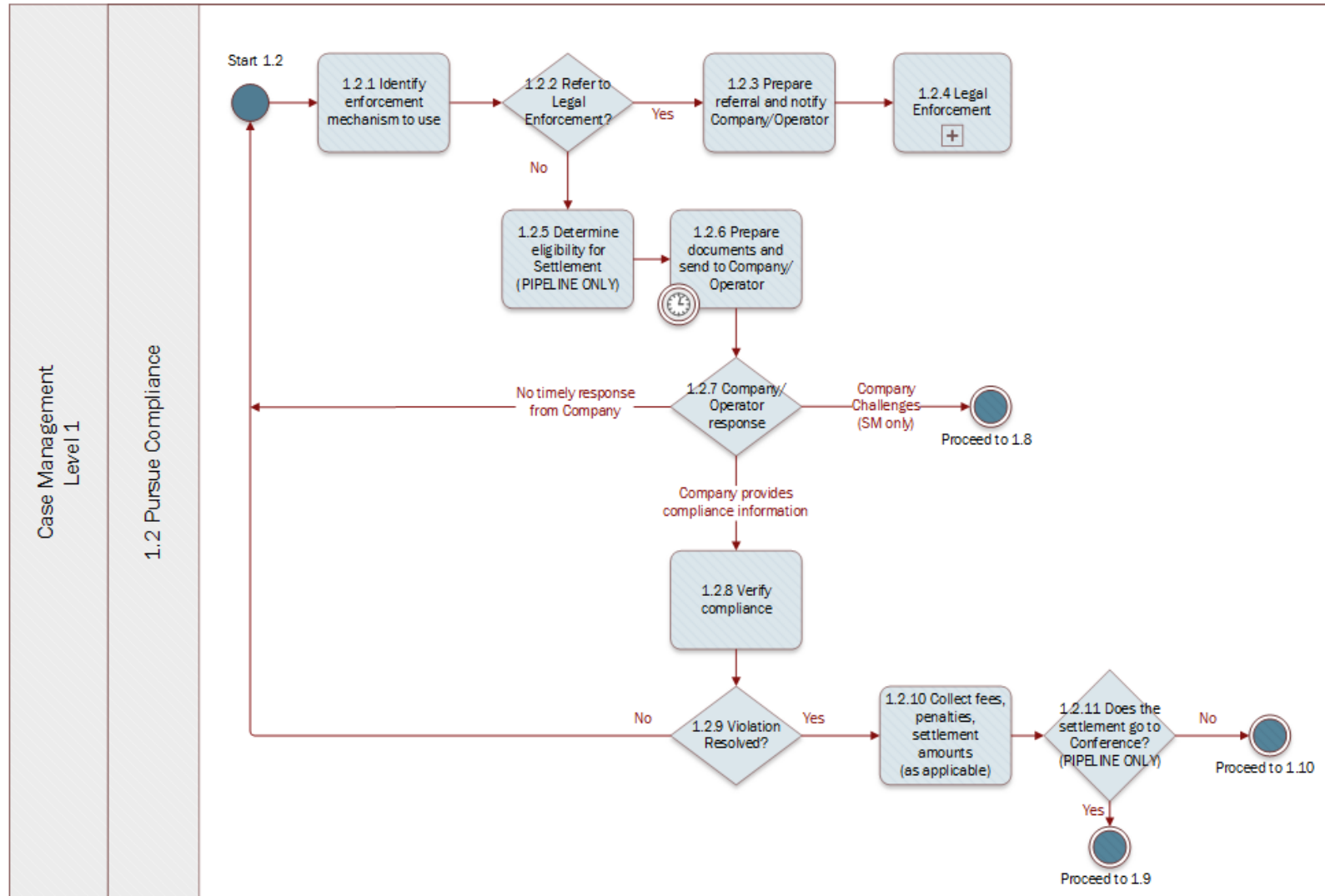
#	Activity Label	Activity Description	Actors
1.1.2	Identify Parties and Representatives	<p>The people and companies related to the case are identified in this activity. These could be</p> <ul style="list-style-type: none"> • Applicant • Operator/Utility • Officers • Complainant • Representatives of any party listed above <p>For example, Chevron may be the applicant, but they are represented by a local attorney who will receive all correspondence.</p> <p>Commission staff may be included here if a party to the case, such as a protestant.</p> <p>NOTE: Staff assignments, such as an assigned reviewer or examiner, would NOT be included here.</p>	Initiator
1.1.3	Link Case to other Artifacts	<p>This activity links the case to other items, such as</p> <ul style="list-style-type: none"> • Inspections, • Violations, • Applications/Permits/licenses/certifications, • Wells/leases/systems/sites/facilities, • Regulations, • Tariffs, etc. 	Initiator
1.1.4	Attach supporting documents	<p>Any additional related documents are attached to the case. These documents could be</p> <ul style="list-style-type: none"> • Request letters, • Photos, • Service list, etc. 	Initiator

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#	Activity Label	Activity Description	Actors
1.1.5	Type of Case	<p>The process path taken by a case depends on what type of case it is:</p> <ul style="list-style-type: none">• An enforcement case proceeds to sub-process 1.2 (Pursue Compliance).• A division-managed case proceeds to sub-process 1.5 (Review Division-Managed Case).• A directly-docketed case proceeds to sub-process 1.8 (Docketing & Hearings).	N/A

Pursue Compliance (1.2)

The diagram below is the expansion of the collapsed process box 1.2 in the level 0 diagram for consolidated case management business process.



The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.2	Pursue Compliance	Sub-process 1.2 starts. It covers the activities performed to manage a violation (or set of violations) to compliance.	N/A
1.2.1	Identify enforcement mechanism to use	<p>Each program area has a selection of enforcement mechanisms available for pursuing compliance, as listed below:</p> <p>For Alternative Fuel Safety</p> <ul style="list-style-type: none"> • Warning Letter • Non-Compliance Letter • Follow up Non-Compliance Letter • Notice to Cease Operations • Notice of Pending Administrative Penalty <p>For Oil & Gas</p> <ul style="list-style-type: none"> • Speed memo • Notice of Violation (NOV) • Notice of Intent to Cancel P-4 • Severance/Seal • Notice of Penalty Action <p>For Pipeline Safety</p> <ul style="list-style-type: none"> • Notice of Violation • Delinquent Letter • Enforcement Notice Letter <p>For Surface Mining</p> <ul style="list-style-type: none"> • Notice of Violation • Cessation Order 	Compliance Manager

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Inspection Enforcement Tracking and Reporting System (IETRS)

#	Activity Label	Activity Description	Actors
1.2.2	Refer to Legal Enforcement?	Sometimes the severity of a violation will require automatic referral to the Office of General Counsel's Enforcement Section to be addressed. At other times, legal enforcement referral is necessary if other enforcement mechanisms have failed to bring the case into compliance. If yes, proceed to 1.2.3. Otherwise, continue to 1.2.5.	Compliance Manager
1.2.3	Prepare referral and Notify Company/Operator	A referral to Legal Enforcement includes notifying the Company/Operator of the referral and collecting of any additional documentation needed for the referral.	Compliance Manager
1.2.4	Legal Enforcement	The case is referred to OGC-Enforcement for review and processing. Further detail is provided in sub-process 1.2.4 below.	See sub-process 1.2.4
1.2.5	Determine Eligibility for Settlement (Pipeline ONLY)	(Used for Pipeline Safety cases only) Certain Pipeline Safety violations are subject to a management review, with penalties assessed. Additional settlement documents (Settlement Offer, Agreed Order) would be prepared in step 1.2.6, in conjunction with a Notice of Violation.	Compliance Manager Management
1.2.6	Prepare documents and send to company	Staff prepares the chosen enforcement document(s) to be sent to the company. A response deadline is included in the documentation. Response deadlines vary across program areas and enforcement mechanisms.	Compliance Manager Administrative Staff

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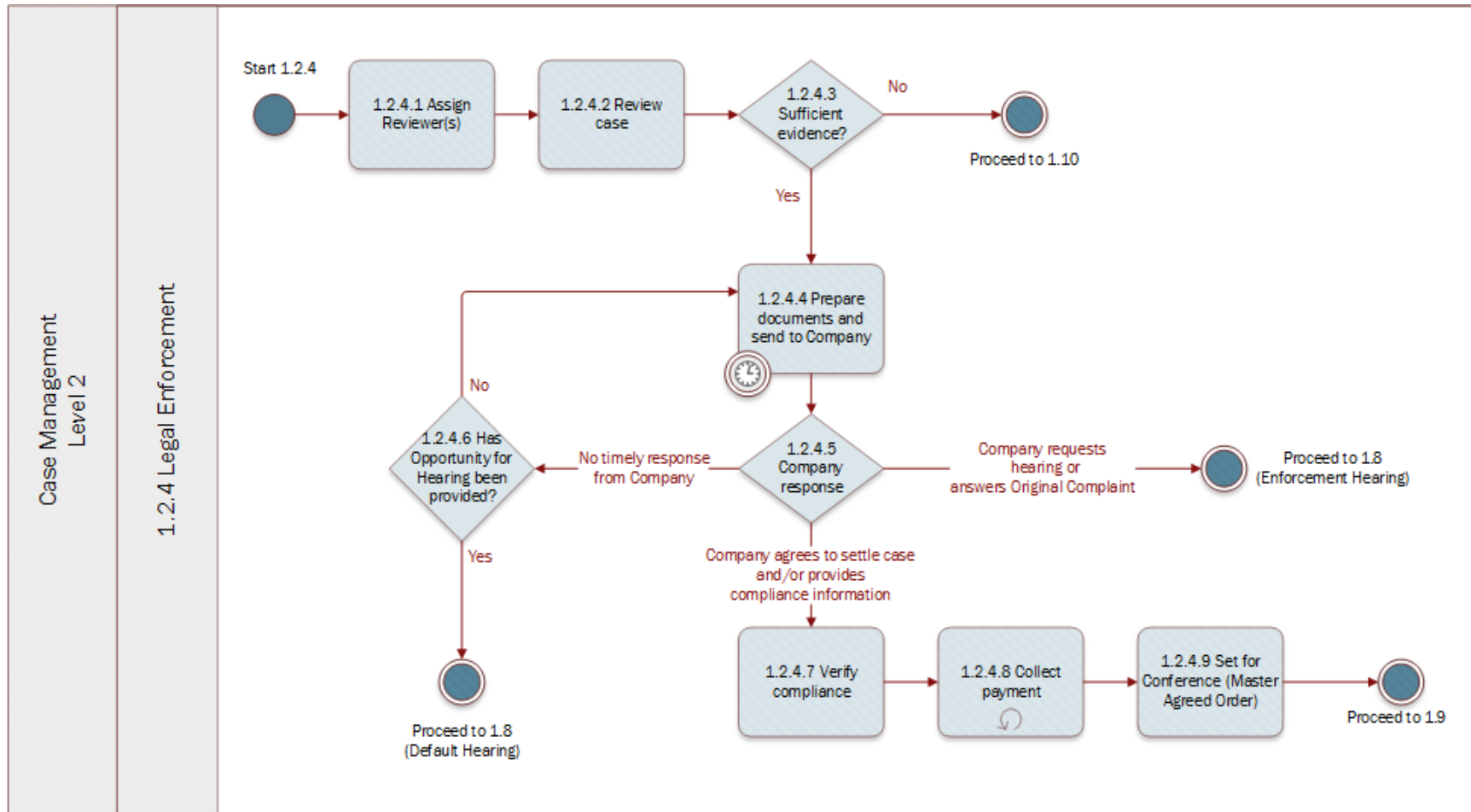
#	Activity Label	Activity Description	Actors
1.2.7	Company/Operator response	<p>There are three paths that can be taken when a company responds to the enforcement mechanism.</p> <ol style="list-style-type: none"> 1. Company provides compliance information such as a plan of correction or abatement plan. Proceed to 1.2.8 to verify. 2. Company challenges enforcement mechanism by requesting a hearing. This path is used by Surface Mining only. Proceed to sub-process 1.8 for hearings. 3. Company does not respond or comply within the provided deadline. Proceed to the start of the sub-process 1.2 to reassess and choose another enforcement mechanism or refer to legal enforcement. 	N/A
1.2.8	Verify compliance	Verifying compliance includes reviewing the plan of corrections or abatement plan, working with the company to address the violation(s), and scheduling back-check inspections as needed.	<p>Technical Reviewer</p> <p>Compliance Manager</p> <p>Inspector</p>
1.2.9	Violation resolved?	<p>If the violation(s) in this case have been brought into compliance, proceed to 1.2.10.</p> <p>If violations still exist, return to the start of this sub-process to reassess, and choose another enforcement mechanism, or refer to legal enforcement.</p>	<p>Inspector</p> <p>Technical Reviewer</p> <p>Compliance Manager</p>

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#	Activity Label	Activity Description	Actors
1.2.10	Collect fees, penalties, settlement amounts (as applicable)	<p>For Oil & Gas, if severance/seal was the chosen enforcement mechanism, a reconnect fee would be collected.</p> <p>For Pipeline Safety, if a settlement was offered, settlement amounts would be collected.</p> <p>For Surface Mining, penalties would be assessed and collected.</p>	Compliance Manager
1.2.11	Does settlement go to conference? (Pipeline only)	<p>For Pipeline Safety, if the case was settled with a signed Agreed Order, proceed to sub-process 1.9 to include this case in the Master Agreed Order for the next Commissioner conference.</p> <p>Otherwise, for all other areas, proceed to sub-process 1.10 to resolve the case.</p>	N/A

Legal Enforcement (1.2.4)

The diagram below is the expansion of the collapsed process box 1.2.4 in the level 1 diagram for pursue compliance business process.



The table below lists and describes all activities included in the sub-process diagram provided above.

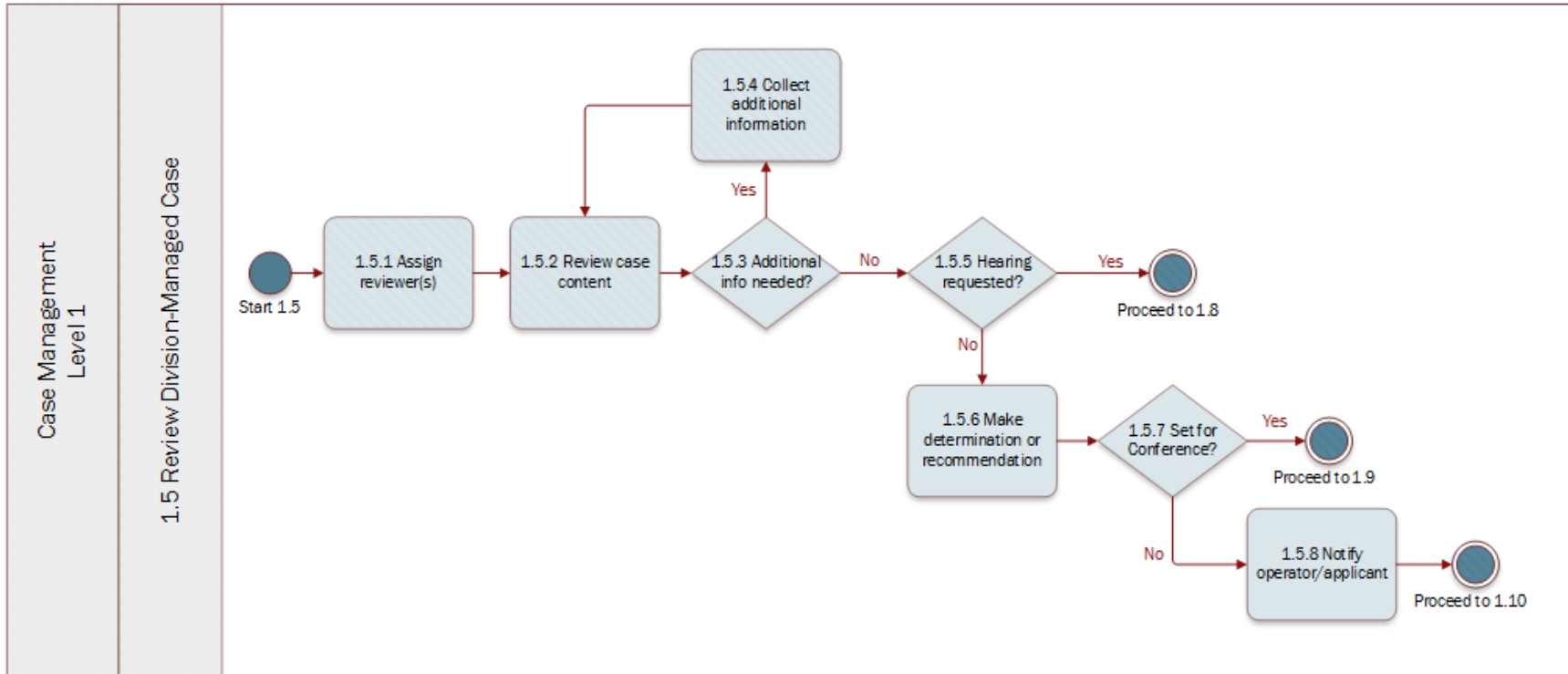
#	Activity Label	Activity Description	Actors
Start 1.2.4	Legal Enforcement	Sub-process 1.2.4 starts. This sub-process describes the activities that occur when a case is referred to the Office of General Counsel's Enforcement Section.	N/A
1.2.4.1	Assign reviewer(s)	An attorney and legal assistant are assigned to review the case. Determine if the attorney will represent a party on the case.	Administrative Staff
1.2.4.2	Review case	The case is reviewed to determine if sufficient evidence exists to continue with enforcement. If additional information is needed from the referring group or company, it is requested. Additional inspections could be requested.	Attorney Legal Assistant
1.2.4.3	Sufficient evidence?	If sufficient evidence does not exist, go to sub-process 1.10 to administratively close the case. If sufficient evidence does exist, continue to 1.2.4.4.	N/A
1.2.4.4	Prepare documents and send to company	Depending on the state of the case, documents are prepared and sent to the company, such as <ul style="list-style-type: none"> • Settlement documents <ul style="list-style-type: none"> ○ Offer ○ Agreed Order ○ 3 Part Agreement • Original Complaint • Notice of Opportunity for Hearing • Notice of Hearing A deadline for response, that can vary, is provided.	Attorney Legal Assistant

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#	Activity Label	Activity Description	Actors
1.2.4.5	Company response	<p>If the company requests a hearing or answers the Original Complaint, proceed to sub-process 1.8 for an enforcement hearing.</p> <p>If the company agrees to settle the case and/or provides compliance information, continue to 1.2.4.7 to verify compliance.</p> <p>If the company does not respond within the provided timeframe, go to 1.2.4.6.</p>	Company
1.2.4.6	Has Opportunity for Hearing been provided?	<p>If the company has not responded to a settlement offer, an opportunity for hearing is provided. Return to 1.2.4.4 to provide this documentation.</p> <p>If an opportunity for hearing has been extended and the company has still not responded, go to sub-process 1.8 for the default enforcement hearing.</p>	N/A
1.2.4.7	Verify compliance	Verifying compliance can include a request for additional inspections.	<p>Attorney</p> <p>Legal Assistant</p>
1.2.4.8	Collect payment	Collecting payment can include a single penalty payment or several payments over time, depending on the arrangements of the case.	Administrative Staff
1.2.4.9	Set for Conference (Master Agreed Order)	Once compliance has been verified and penalty payment has been received, proceed to sub-process 1.9 to include this case in the Master Agreed Order for the next Commissioner conference.	Administrative Staff

Review Division-Managed Case (1.5)

The diagram below is the expansion of the collapsed process box 1.5 in the level 0 diagram for the consolidated case management business process.



The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.5	Review Division-Managed Case	Sub-process 1.5 starts. This sub-process describes what is involved in addressing division-managed cases.	N/A

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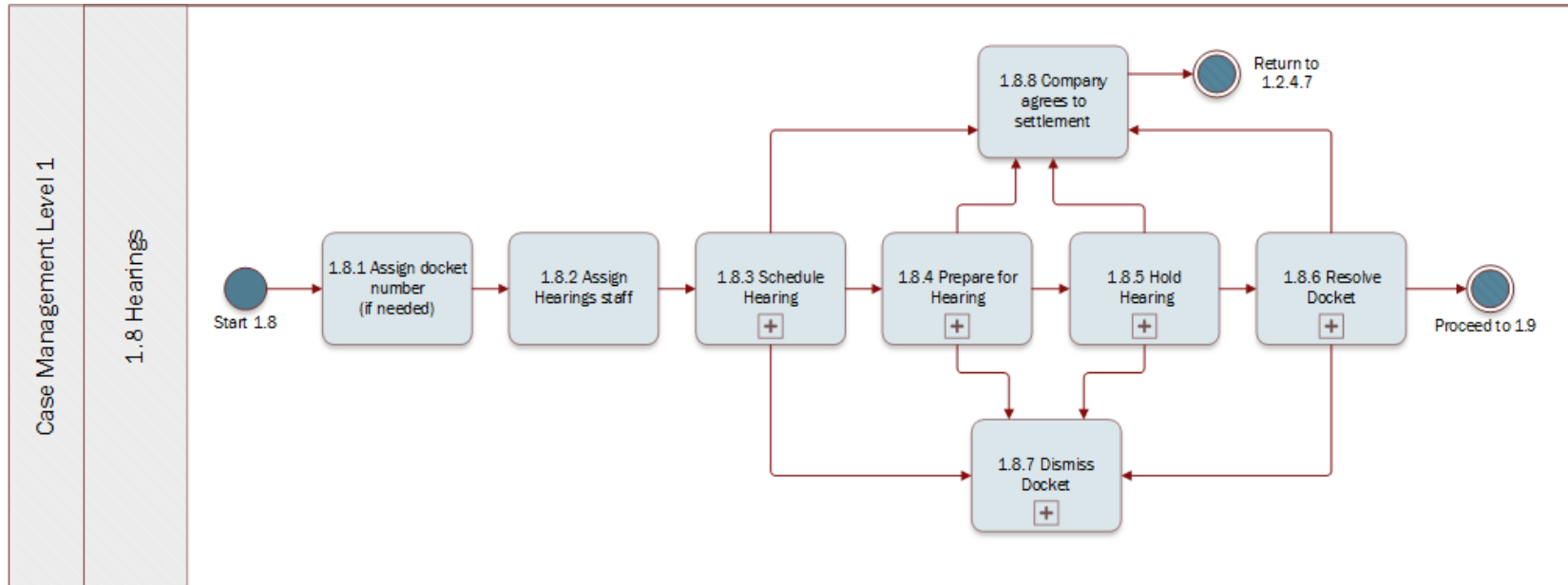
#	Activity Label	Activity Description	Actors
1.5.1	Assign Reviewer(s)	Staff member(s) are assigned to review and work the case. The staff assigned could be an examiner, attorney, engineer, or other reviewer. Determine if any of the assigned staff will represent or be a party on the case.	Administrative Staff
1.5.2	Review case content	Filing, request, or application is reviewed to ensure that all information needed to decide has been provided.	Technical Reviewer Staff Examiner
1.5.3	Additional information needed?	If additional information, such as proof of public notice, is needed, go to 1.5.2. If no additional information is needed, continue to 1.5.5.	N/A
1.5.4	Collect additional information	Additional information is collected. Return to 1.5.2 to continue case review.	Administrative Staff Technical Reviewer Staff Examiner Attorney
1.5.5	Hearing required?	Based on the case type and determination made, a hearing may be requested by the applicant. If a hearing is requested, proceed to sub-process 1.8 for hearings. If not, continue to 1.5.6.	N/A

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#	Activity Label	Activity Description	Actors
1.5.6	Make determination or recommendation	<p>Review is completed, and a determination or recommendation is made. This could be</p> <ul style="list-style-type: none"> • Approval/denial of an exception request, • Approval/denial of an application, • Approval/denial of a rate adjustment, • Response to an inquiry, or • Other type of action. 	<p>Technical Reviewer</p> <p>Staff Examiner</p>
1.5.7	Set for Conference?	If the recommendation for this case must be included in Commissioner conference, proceed to sub-process 1.9. Otherwise, go to 1.5.8.	Administrative Staff
1.5.8	Notify operator/applicant	Documentation of the determination is created and provided to the company/applicant/requestor. Proceed to sub-process 1.10 to close the case.	<p>Technical Reviewer</p> <p>Staff Examiner</p>

Hearings (1.8)

The diagram below is the expansion of the collapsed process box 1.8 in the level 0 diagram for the consolidated case management business process.



The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.8	Hearings	Sub-process 1.8 starts. This sub-process describes what occurs when a case is docketed and moved through the hearings process.	N/A
1.8.1	Assign Docket number (if needed)	If a docket number has not already been assigned, a unique docket number is assigned to the case.	Docket Services

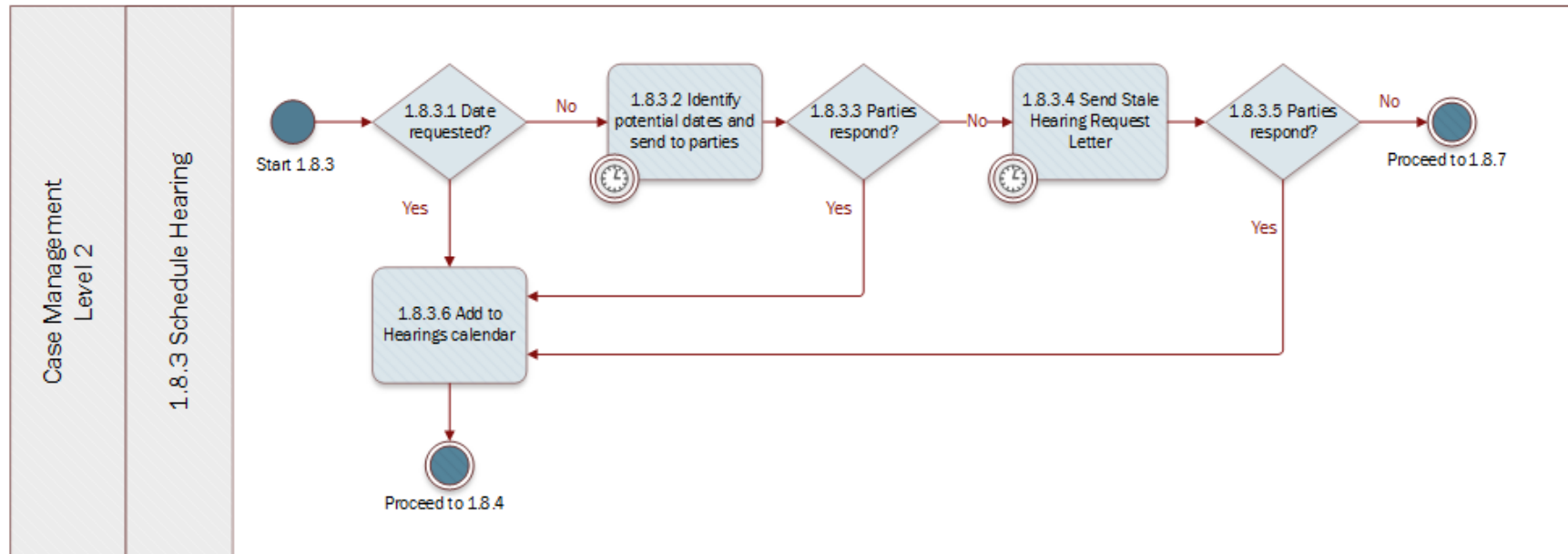
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#	Activity Label	Activity Description	Actors
1.8.2	Assign Hearings staff	Initial assignment of Hearings Division staff (Administrative Law Judge (ALJ), Technical Examiner (TE), Legal Assistants) may occur for determination of available hearing dates.	Docket Services
1.8.3	Schedule hearing	This sub-process describes the steps involved to schedule a hearing. Further detail is provided in sub-process 1.8.3 below.	Docket Services Requestor Hearings Examiner
1.8.4	Prepare for Hearing	This sub-process describes the steps involved prior to a hearing on the merits of the case, including pre-hearing conference. Further detail is provided in sub-process 1.8.4 below.	Hearings Examiner Legal Assistant Parties
1.8.5	Hold Hearing	This sub-process includes what is involved to hold a hearing on the merits of the case. Further detail is provided in sub-process 1.8.5 below.	Hearings Examiner Legal Assistant Parties
1.8.6	Resolve Docket	This sub-process describes the steps needed to resolve the docket and prepare the case decision/recommendation for Commissioner conference, including post-hearing conferences. Further detail is provided in sub-process 1.8.6 below.	Hearings Examiner Legal Assistant Parties Administrative Staff
1.8.7	Dismiss Docket	This sub-process describes the steps in dismissing a docketed case. A docketed case may be dismissed at any time after docketing. Further detail is provided in sub-process 1.8.7 below.	Hearings Examiner Management Administrative Staff

#	Activity Label	Activity Description	Actors
1.8.8	Company agrees to settlement	<p>(Used for enforcement cases)</p> <p>At any time during the hearings process, the company may choose to accept the currently offered settlement. If the settlement is accepted, return to step 1.2.4.7 in the Legal Enforcement sub-process to verify compliance.</p>	<p>Attorney</p> <p>Legal Assistant</p>

Schedule Hearing (1.8.3)

The diagram below is the expansion of the collapsed process box 1.8.3 in the level 1 diagram for the Hearings business process.



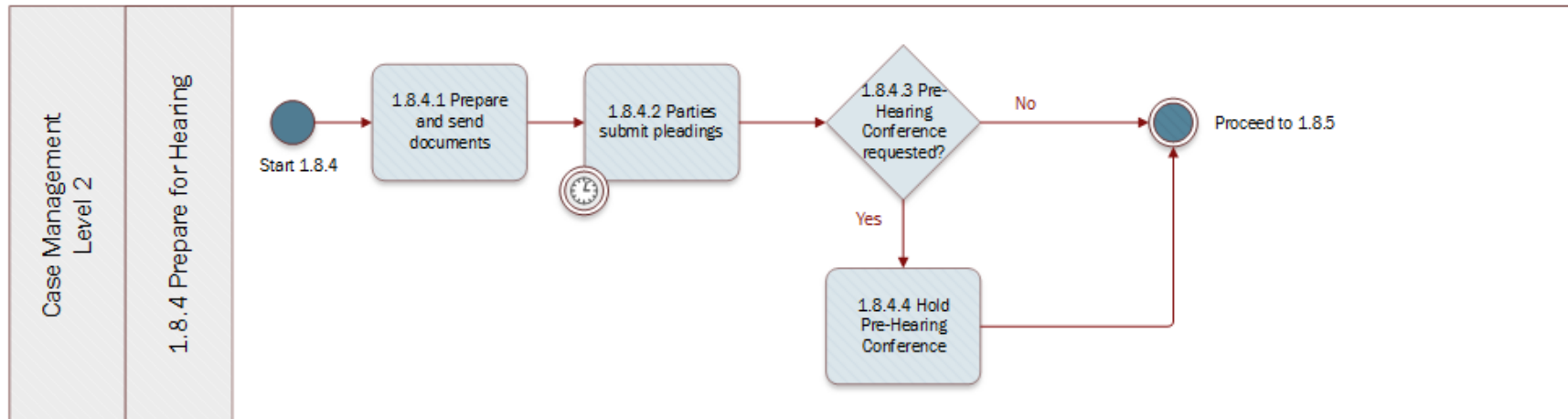
The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.8.3	Schedule Hearing	Sub-process 1.8.3 starts. This sub-process describes the steps needed to schedule a hearing. Multiple hearings can be scheduled at the same time.	N/A
1.8.3.1	Date requested?	Sometimes a hearing request is made where a specific hearing type or date is already known. For example, enforcement case hearings (contested and default) are generally held on Thursday morning. A hearing request for the next available enforcement hearing would be ready for scheduling without additional action unless noticed. If a date is requested, go to 1.8.3.6. Otherwise, continue with 1.8.3.2.	Docket Services Parties
1.8.3.2	Identify potential dates and send to parties	Based on the type of case and availability of examiners (both ALJ and TE), a set of potential hearing dates is identified. A Hearing Request Letter is prepared and sent to the parties. A response deadline is provided with the Hearing Request Letter.	Docket Services
1.8.3.3	Parties respond	If the parties select a hearing date, proceed to 1.8.3.6 to schedule the hearing. If the parties do not respond within the provided timeframe, go to 1.8.3.4.	Parties
1.8.3.4	Send Stale Hearing Request Letter	A Stale Hearing Request Letter is prepared and sent to the requestor and protestant(s) with a response deadline.	Docket Services Hearings Examiner

#	Activity Label	Activity Description	Actors
1.8.3.5	Parties respond?	If the parties respond to the Stale Hearing Request Letter, proceed to 1.8.3.6 to schedule the hearing. If the parties do not respond within the provided timeframe, go to sub-process 1.8.7 to dismiss the case.	Parties
1.8.3.6	Add to Hearings calendar	The case is added to the Hearings calendar. Examiner assignments are confirmed. Continue to sub-process 1.8.4.	Docket Services

Prepare for Hearing (1.8.4)

The diagram below is the expansion of the collapsed process box 1.8.4 in the level 1 diagram for the Hearings business process.

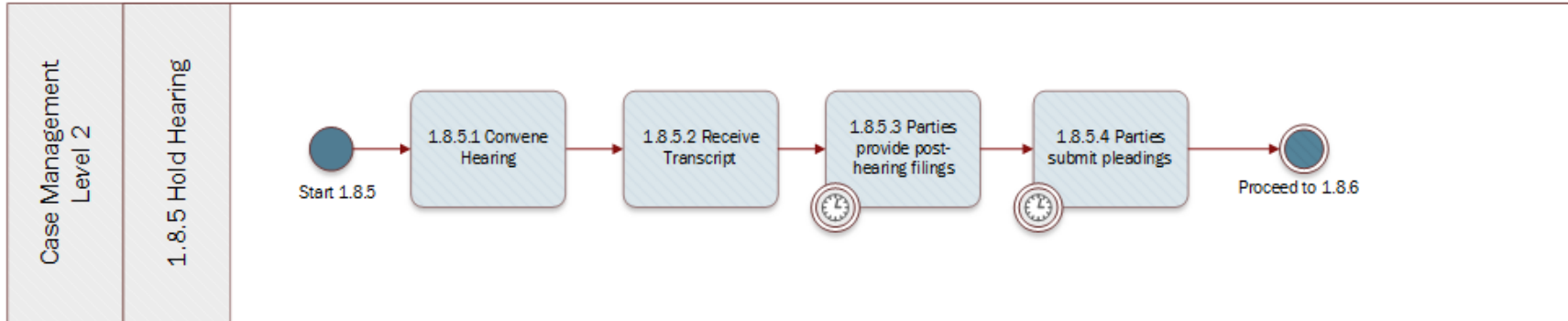


The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.8.4	Prepare for Hearing	Sub-process 1.8.4 starts. This sub-process describes the activities taken prior to a hearing on the merits of the case, including a pre-hearing conference.	N/A
1.8.4.1	Prepare and send documents	A Notice of Hearing (NOH) is prepared and sent to the requestor and the parties on the case's service list. The parties that plan to attend the hearing are asked to complete the Notice of Intent to Appear document. A deadline for submitting pleadings is provided with the NOH. For enforcement cases, a NOH may be prepared and sent by Enforcement staff.	Hearings Examiner Legal Assistant Docket Services
1.8.4.2	Parties submit pleadings	Parties to the case may submit pleadings until the deadline specified in the NOH.	Parties
1.8.4.3	Pre-Hearing Conference requested?	If a pre-hearing conference is requested, go to 1.8.4.4. Otherwise, proceed to sub-process 1.8.5.	Parties
1.8.4.4	Hold Pre-Hearing Conference	A pre-hearing conference, or discovery, is sometimes held to provide clarity on the issues of the case prior to the hearing on the case's merits. A pre-hearing conference is handled as a hearing would, with notice sent to the service list, resulting rulings/clarification, transcripts, and submittal of pleadings. When the pre-hearing conference concludes, proceed to 1.8.5.	Hearings Examiner Legal Assistant Parties

Hold Hearing (1.8.5)

The diagram below is the expansion of the collapsed process box 1.8.5 in the level 1 diagram for the Hearings business process.



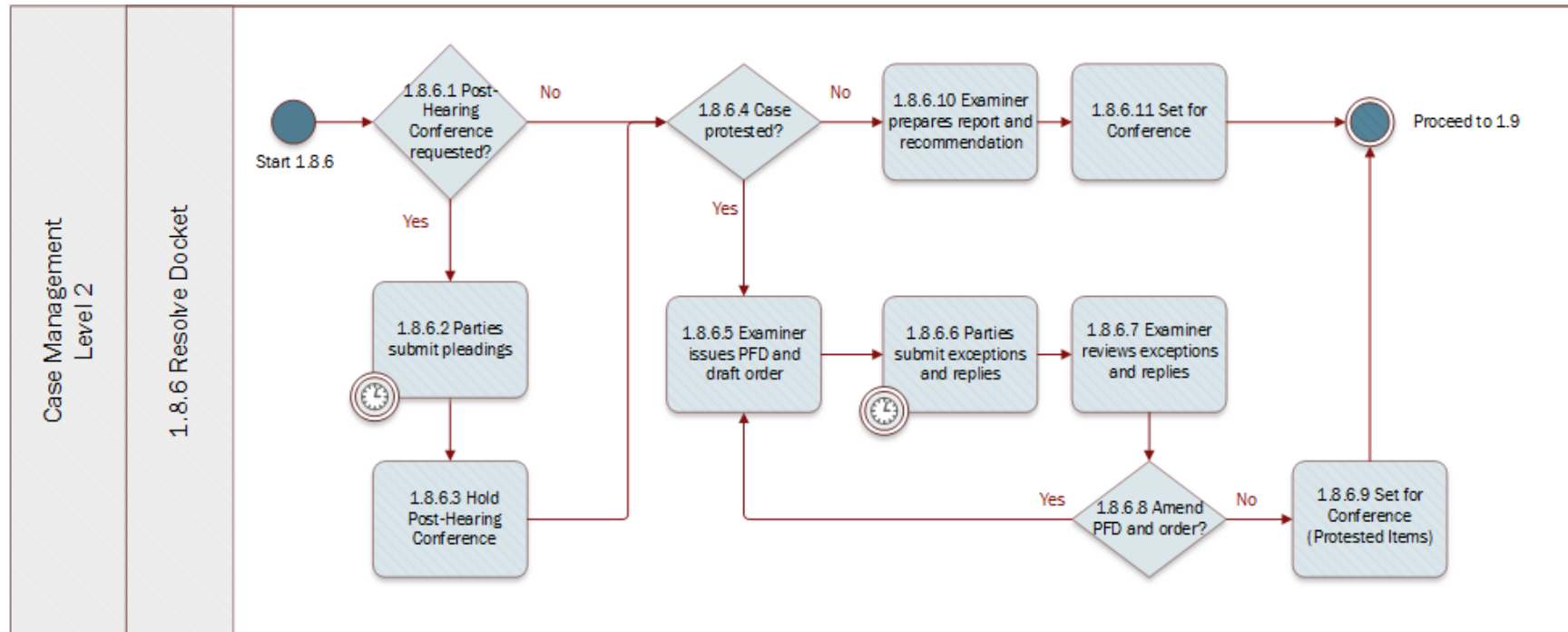
The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.8.5	Hold Hearing	Sub-process 1.8.5 starts. This sub-process describes what is involved in conducting a hearing on the merits of the case.	N/A
1.8.5.1	Convene Hearing	The hearing on the merits is convened. The parties in attendance are noted, and a transcript of the hearing is captured. A continuance pauses the process until the hearing is reconvened. When the hearing on the merits is complete, it is adjourned.	Hearings Examiner Legal Assistant Parties
1.8.5.2	Receive transcript	A written transcript is submitted to the Commission by the court reporter. All other parties can get transcript copies directly from the court reporter, not the Commission.	Hearings Examiner Legal Assistant

#	Activity Label	Activity Description	Actors
1.8.5.3	Parties provide post-hearing filings	If requested, parties provide post-hearing filings (which may include briefs and/or written closings) within the timeframe specified at the hearing. If the case is untested, the requestor is asked on the record to agree that the Final Order in the case take effect on the day it is signed.	Parties
1.8.5.4	Parties submit pleadings	For protested cases, parties may submit pleadings until the deadline specified at the hearing.	Parties

Resolve Docket (1.8.6)

The diagram below is the expansion of the collapsed process box 1.8.6 in the level 1 diagram for the Hearings business process.



The table below lists and describes all activities included in the sub-process diagram provided above.

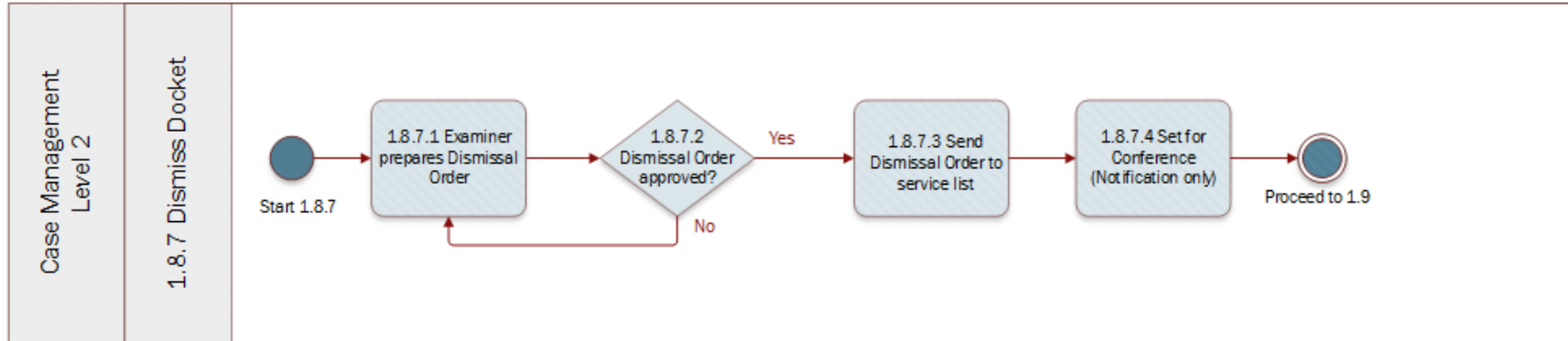
#	Activity Label	Activity Description	Actors
Start 1.8.6	Resolve Docket	Sub-process 1.8.6 starts. This sub-process describes the steps taken to resolve a docketed case and prepare a decision/recommendation for Commissioner conference.	N/A
1.8.6.1	Post-Hearing Conference requested?	If a post-hearing conference is requested, go to 1.8.6.2. Otherwise, go to 1.8.6.4.	Parties
1.8.6.2	Parties submit pleadings	Parties may submit pleadings prior to a post-hearing conference until the specified deadline.	Parties
1.8.6.3	Hold Post-Hearing Conference	Any party or hearings examiner may request a post-hearing conference. A post-hearing conference may be held to clarify any questions/issues that may arise from pleadings or closings submitted after a hearing. Everyone on the service list is notified. The post-hearing conference is conducted like other hearings.	Hearings Examiner Legal Assistant Docket Services Parties
1.8.6.4	Case protested?	If the case was protested, proceed to 1.8.6.5. Otherwise, go to 1.8.6.10.	N/A
1.8.6.5	Examiner issues PFD and draft order	For protested cases, the examiners prepare a Proposal for Decision (PFD) and proposed Final Order that are sent to the parties on the service list. A deadline for submitting exceptions and replies is provided.	Hearings Examiner Legal Assistant
1.8.6.6	Parties submit exceptions and replies	Parties may submit exceptions and replies to the PFD and proposed Final Order until the specified deadline.	Parties
1.8.6.7	Examiner reviews exceptions and replies	Any exceptions and replies received by the specified deadline are reviewed to determine if the PFD and draft order should be amended.	Hearings Examiner

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#	Activity Label	Activity Description	Actors
1.8.6.8	Amend PFD and order?	If the PFD and proposed Final Order must be amended, return to 1.8.6.5. Otherwise, continue to 1.8.6.9.	Hearings Examiner
1.8.6.9	Set for Conference (Protested Items)	Once all replies and exceptions have been received and reviewed, the docketed case is ready for Commissioner conference. An appropriate conference date is identified, and the case is set to be included with the protested (podium) items at conference. Go to sub-process 1.9.	Administrative Staff Hearings Examiner Legal Assistant
1.8.6.10	Examiner prepares report, recommendation, and/or draft order	For unprotested cases, the examiners prepare a report, recommendation, and draft order.	Hearings Examiner
1.8.6.11	Set for Conference (Consent Agenda)	The next available conference date is identified, and the case is set to be included with the <ul style="list-style-type: none"> • Consent Agenda (for Oil & Gas) • Protested-Podium (for Gas Utility) items for conference. Go to sub-process 1.9.	Administrative Staff Hearings Examiner Legal Assistant

Dismiss Docket (1.8.7)

The diagram below is the expansion of the collapsed process box 1.8.7 in the level 1 diagram for the Hearings business process.



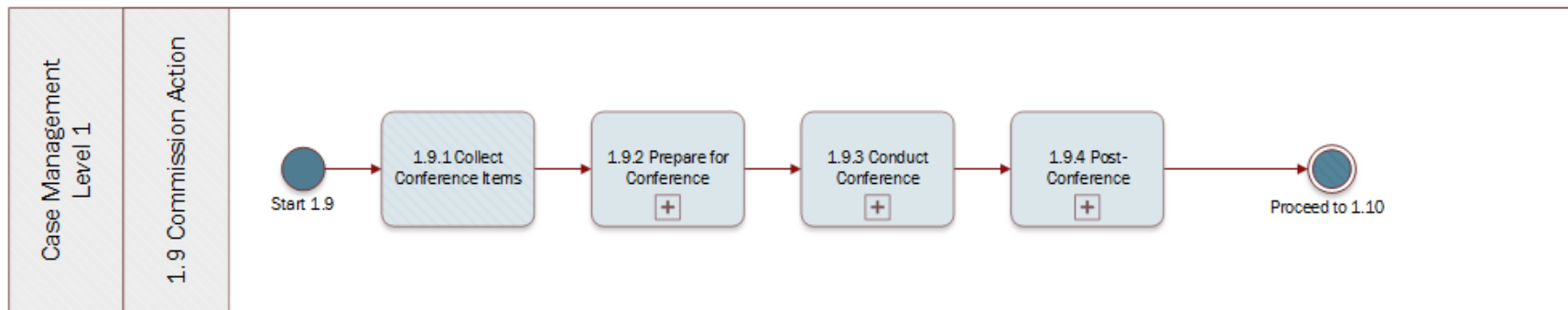
The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.8.7	Dismiss Docket	Sub-process 1.8.7 starts. This sub-process describes the steps involved to dismiss a docketed case. Case dismissal can occur at any time after a case is docketed.	N/A
1.8.7.1	Examiner prepares dismissal order	The examiners prepare a dismissal order, stating the reason(s) for dismissing the case.	Hearings Examiner
1.8.7.2	Dismissal Order approved?	If the Hearings Director approves the dismissal order, continue to 1.8.7.3. If the Hearings Director rejects the dismissal order, return to 1.8.7.1.	Management
1.8.7.3	Send dismissal order to service list	The dismissal order is sent to all parties on the service list, including Docket Services.	Legal Assistant

1.8.7.4	Set for Conference (Notification only)	The next available conference date is identified, and the docketed case is set to be included as a notification only item for conference. Proceed to sub-process 1.9.	Administrative Staff Legal Assistant
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Commission Action (1.9)

The diagram below is the expansion of the collapsed process box 1.9 in the level 0 diagram for consolidated case management business process.



The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.9	Commission Action	Sub-process 1.9 starts. This sub-process describes what is involved to prepare and conduct Commissioner conference, from a case management perspective. In Commissioner conference, final rulings are provided for those cases requiring Commissioner decision.	N/A

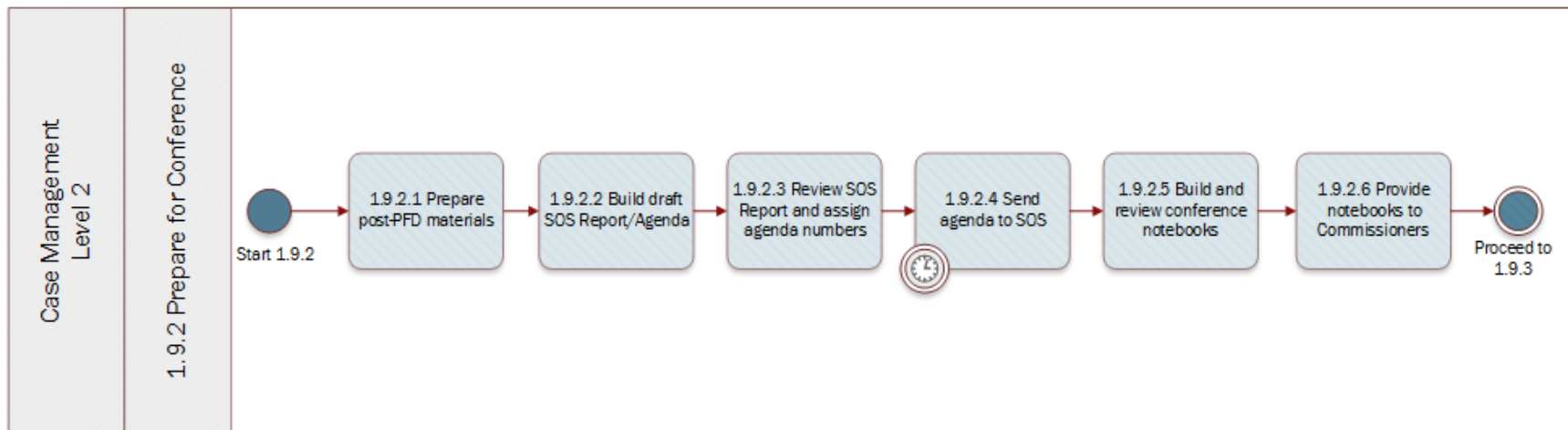
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#	Activity Label	Activity Description	Actors
1.9.1	Collect Conference items	<p>A Commissioner conference is composed of several sections. Case-related sections are followed by sections for standard agency operations, rulemaking, and other topics. The case-related sections are as follows:</p> <ul style="list-style-type: none"> • Protested cases (“podium items”), • Consent agenda (some division-managed cases and unprotested hearings), • Rule 15 default inactive well items, • Enforcement master default items, and • Agreed enforcement orders. <p>As cases complete the processes described in previous sections, the case is “set for conference.” Cases that have been set for conference are ready for inclusion in the agenda and notebooks for Commissioner conference.</p>	<p>Administrative Staff</p> <p>Legal Assistant</p>
1.9.2	Prepare for Conference	<p>This sub-process describes the creation, review, and distribution of the conference agenda and Commissioner notebooks used to prepare for conference. Further detail is provided in sub-process 1.9.2 below.</p>	<p>Hearings Examiner</p> <p>Administrative Staff</p> <p>Legal Assistant</p> <p>Staff Examiner</p> <p>Attorney</p> <p>Executive Management</p>
1.9.3	Conduct Conference	<p>This sub-process describes the case-related actions taken by the Commissioners during conference. Further detail is provided in sub-process 1.9.3 below.</p>	<p>Commissioner</p> <p>Hearings Examiner</p> <p>Staff Examiner</p>

#	Activity Label	Activity Description	Actors
1.9.4	Post-Conference	This sub-process describes the steps taken after Commissioner conference to address case-related rulings. Further detail is provided in sub-process 1.9.4 below.	Commissioner Administrative Staff Legal Assistant Attorney Hearings Examiner

Prepare for Conference (1.9.2)

The diagram below is the expansion of the collapsed process box 1.9.2 in the level 1 diagram for the Commission Action business process.



The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.9.2	Prepare for Conference	Sub-process 1.9.2 starts. This sub-process describes the creation, review, and distribution of the conference agenda and notebooks used to prepare for conference.	N/A

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#	Activity Label	Activity Description	Actors
1.9.2.1	Prepare post-PFD materials	A case summary and pre-agenda conference summary of each protested case that will be presented at conference is prepared.	Hearings Examiner Staff Examiner
1.9.2.2	Build draft SOS Report/Agenda	Summary information for each item to be included in the conference agenda is compiled for review by executive management.	Administrative Staff Staff Examiner
1.9.2.3	Review SOS Report and assign agenda numbers	The draft of the conference agenda is reviewed, and the order of agenda items is determined. The final version of the agenda is prepared.	Executive Management Administrative Staff
1.9.2.4	Send agenda to SOS	The conference agenda is posted to the Texas Register on the Secretary of State's (SOS) website. The deadline for agenda posting is eight days before the conference date.	Administrative Staff (OGC)

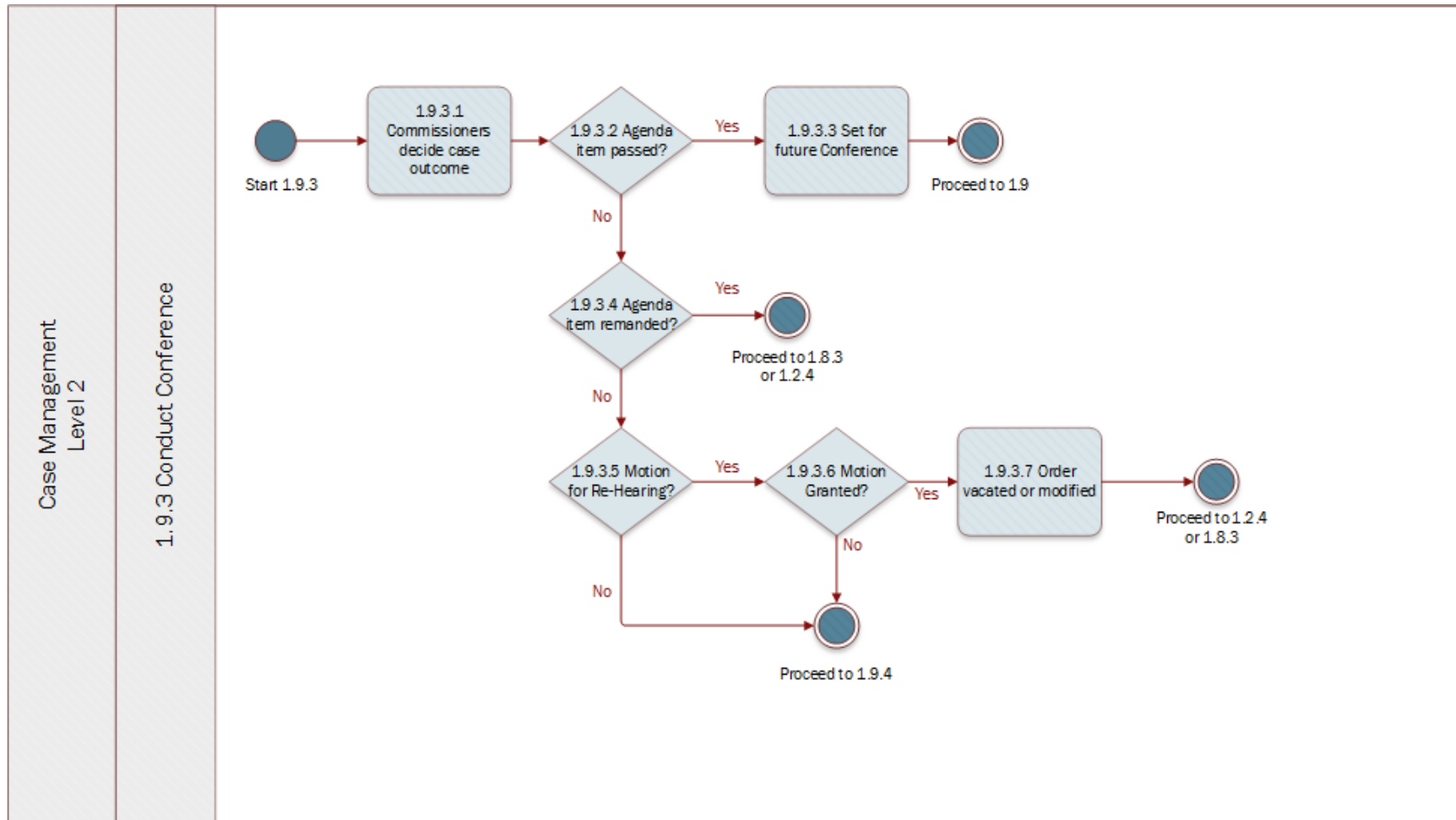
<p>1.9.2.5</p>	<p>Build and review conference notebooks</p>	<p>Electronic and physical notebooks are built for the Commissioners to use to prepare for conference. The following types of items are included in the notebooks:</p> <ul style="list-style-type: none"> • An index of notebook contents, • The agenda posted to the SOS website, • For protested cases, <ul style="list-style-type: none"> ○ Case summaries, ○ Orders and Proposals for Decision (PFD), ○ Motions, ○ Replies and exceptions, ○ Memos ○ attachments • Consent agenda item summaries, • Rule 15 default inactive well items, • Enforcement master default items, • Agreed enforcement item summaries, • Dismissal orders, • OGC items, including T-Bar memos, rule makings, etc. <p>Other items may be included based on the contents of the conference agenda.</p> <p>The Hearings Director reviews the notebooks. Other administrative notebooks may be compiled and reviewed by the applicable divisions.</p>	<p>Administrative Staff Legal Assistant Staff Examiner Executive Management</p>
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#	Activity Label	Activity Description	Actors
1.9.2.6	Provide notebooks to Commissioners	After the Hearings Director reviews the notebooks, they are provided to each of the Commissioner's offices. Proceed to 1.9.3.	Administrative Staff Legal Assistant

Conduct Conference (1.9.3)

The diagram below is the expansion of the collapsed process box 1.9.3 in the level 1 diagram for the Commission Action business process.



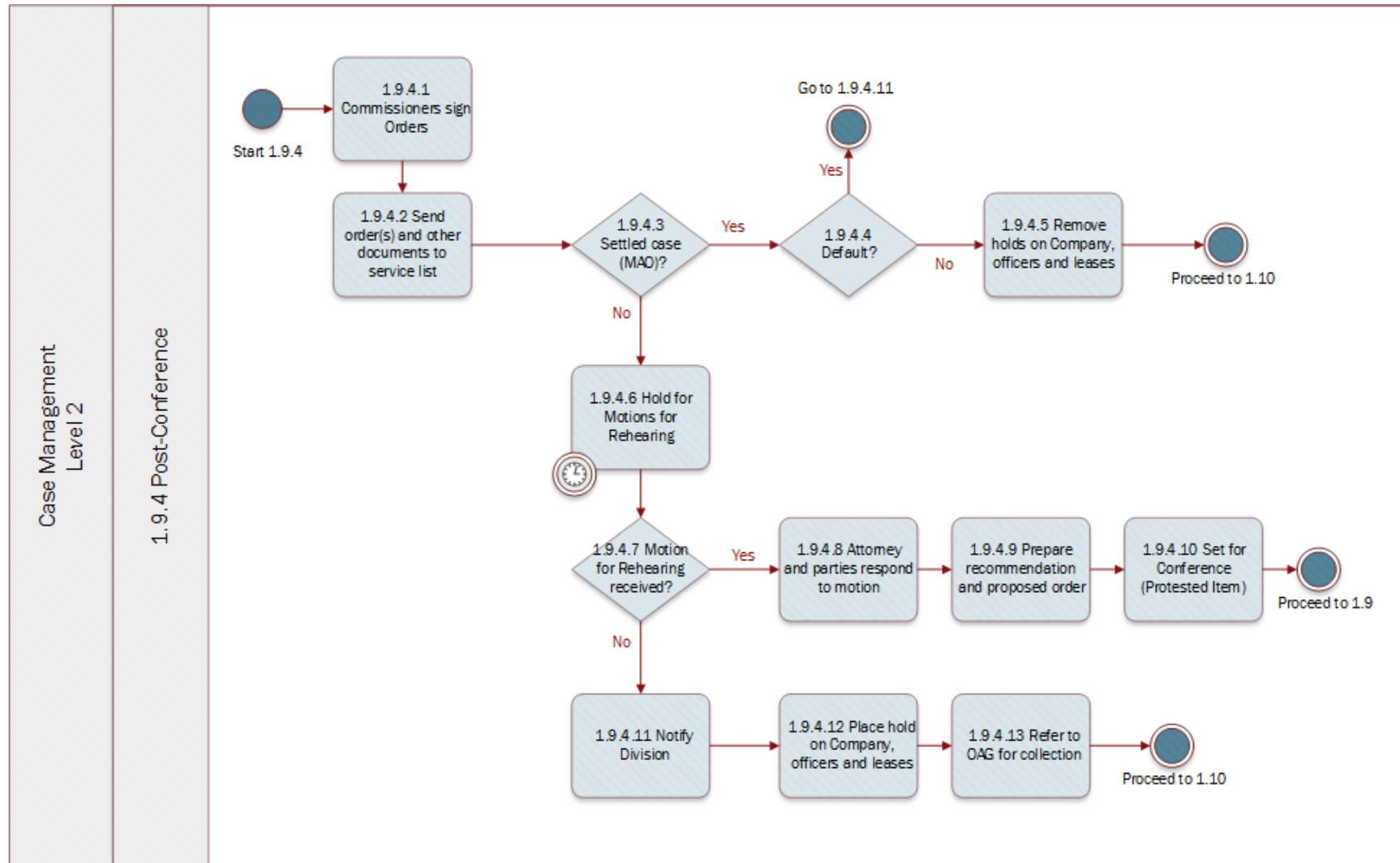
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The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.9.3	Conduct Conference	Sub-process 1.9.3 starts. This sub-process describes the case-related actions taken by the Commissioners during conference.	N/A
1.9.3.1	Commissioners decide case outcome	After presentation of a protested item and opportunity for discussion, the Commissioners decide the outcome of the presented case.	Commissioner
1.9.3.2	Agenda item passed?	If the Commissioners choose to pass an item, it is rescheduled to another conference. Proceed to 1.9.3.3. If not, go to 1.9.3.4.	N/A
1.9.3.3	Set for future conference	A new conference date is identified. Return to the beginning of sub-process 1.9 to reschedule this case.	Hearings Examiner Legal Assistant
1.9.3.4	Agenda item remanded?	If a case is remanded, the Commissioners are asking for additional discussions to be convened on the case. Return to 1.2.4 (enforcement cases) or 1.8.3 to prepare for additional hearings. If not, go to 1.9.3.5.	N/A
1.9.3.5	Motion for Rehearing (MFRH)?	The protested case being discussed might be a motion for rehearing of the case. If so, proceed to 1.9.3.6. Otherwise, go to 1.9.4.	N/A
1.9.3.6	Motion granted?	If the motion for rehearing is granted, completely or in part, proceed to 1.9.3.7. If the motion is denied, go to 1.9.4.	N/A
1.9.3.7	Order vacated or modified	The current order is vacated or modified, depending on the Commissioners' ruling. Return to 1.2.4 (Legal Enforcement) or 1.8.3 (Prepare for Hearing) as a result.	Hearings Examiner Attorney Legal Assistant

Post-Conference (1.9.4)

The diagram below is the expansion of the collapsed process box 1.9.4 in the level 1 diagram for the Commission Action business process.



The table below lists and describes all activities included in the sub-process diagram provided above.

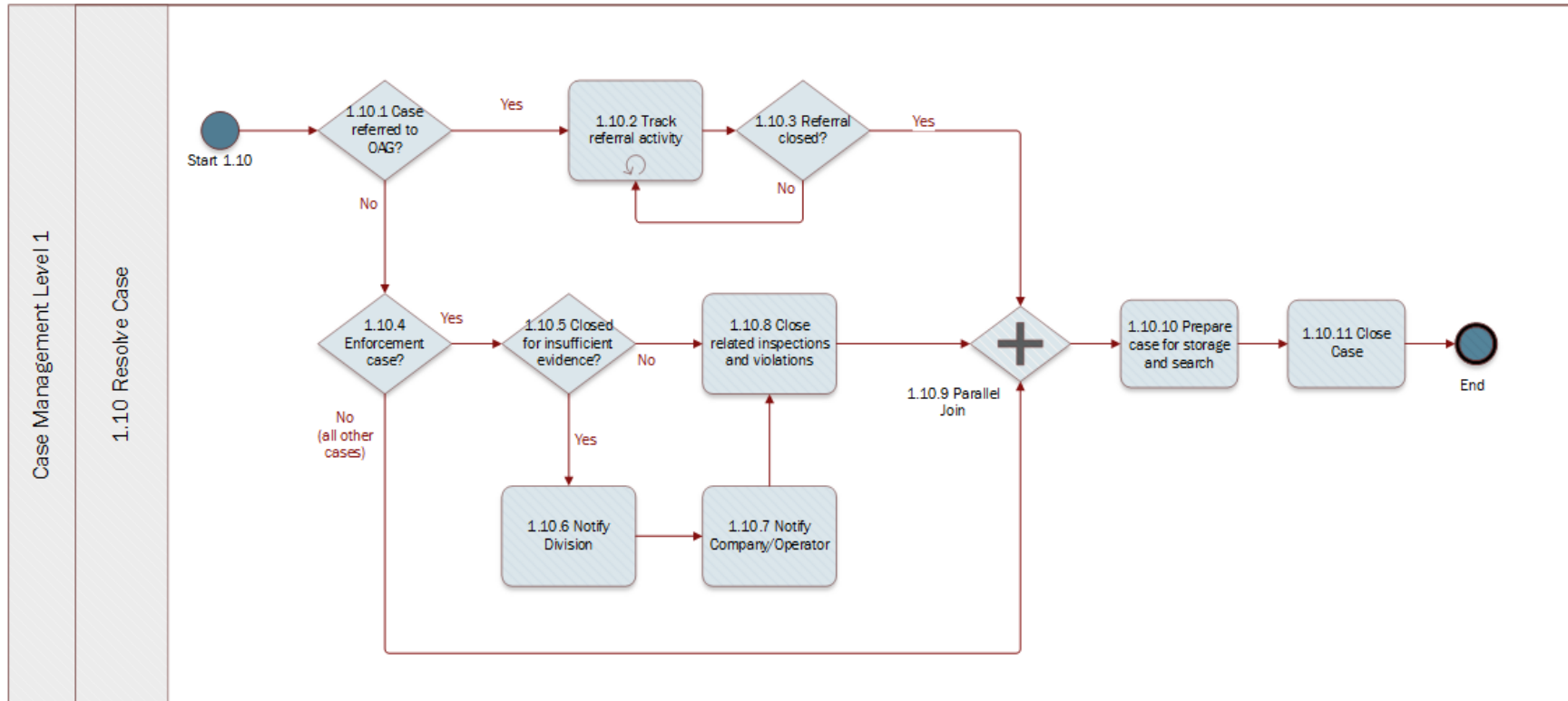
#	Activity Label	Activity Description	Actors
Start 1.9.4	Post-Conference	Sub-process 1.9.4 starts. This sub-process describes what occurs after Commissioner conference.	N/A
1.9.4.1	Commissioners sign orders	The Commissioners sign the orders presented and approved during conference.	Commissioner Administrative Staff
1.9.4.2	Send order(s) and other documents to service list	Final orders and other applicable documents are sent to the case's service list parties.	Legal Assistant Staff Examiner
1.9.4.3	Settled case (MAO)?	If the case has been settled and included in the Master Agreed Order, go to 1.9.4.4. Otherwise, continue to 1.9.4.6.	N/A
1.9.4.4	Default?	If the operator has defaulted on the agreed settlement, by not achieving compliance or paying penalties, go to 1.9.4.11. Otherwise, continue to 1.9.4.5.	Legal Assistant Administrative Staff
1.9.4.5	Remove holds on Company, officers, and leases	Remove any holds or restrictions placed on the company, its officers, or leases due to the case. Proceed to sub-process 1.10.	Legal Assistant Administrative Staff
1.9.4.6	Hold for Motions for Rehearing	Companies with docketed cases that have not been settled, such as default or protested cases, can submit a Motion for Rehearing (MFRH) within 25 days after the order is signed.	Legal Assistant
1.9.4.7	Motion for Rehearing received?	If a Motion for Rehearing is received within the allotted timeframe, proceed to 1.9.4.8. If not, go to 1.9.4.11.	N/A
1.9.4.8	Attorney and parties respond to motion	A response to the Motion for Rehearing is prepared by the parties, stating the party's perspective on the motion.	Parties

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#	Activity Label	Activity Description	Actors
1.9.4.9	Prepare recommendation and proposed order	The assigned hearings Examiners review the motion and response to develop a recommendation and proposed order.	Hearings Examiner
1.9.4.10	Set for Conference (Protested Item)	The next available conference date is identified, and the case is set for conference as a protested item. Return to sub-process 1.9.	Hearings Examiner
1.9.4.11	Notify division	If no Motion for Rehearing is received within the allotted timeframe, the originating division is notified.	Legal Assistant
1.9.4.12	Place hold on Company, officers, and leases	For unresolved cases, a hold is placed on the company, its officers, and leases to prevent the renewal of business authorization until penalties have been paid. In Good Faith Claim (GFC) cases, if a lack of a GFC is found, a hold is placed on the lease. The hold is removed if a GFC is found.	Legal Assistant Administrative Staff
1.9.4.13	Refer to OAG for collection	Cases may be referred to the Office of the Attorney General (OAG) for further processing. Proceed to sub-process 1.10.	Legal Assistant

Resolve Case (1.10)

The diagram below is the expansion of the collapsed process box 1.10 in the level 0 diagram for consolidated case management business process.



The table below lists and describes all activities included in the sub-process diagram provided above.

#	Activity Label	Activity Description	Actors
Start 1.10	Resolve Case	Sub-process 1.10 starts. This sub-process describes the steps involved in closing a case after processing.	N/A

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Inspection Enforcement Tracking and Reporting System (IETRS)

#	Activity Label	Activity Description	Actors
1.10.1	Case referred to OAG?	If the case was referred to the Attorney General's office, proceed to 1.10.2 for tracking of the referral. Otherwise, continue to 1.10.4.	N/A
1.10.2	Track referral activity	Keep track of actions taken by the Attorney General's office, such as <ul style="list-style-type: none"> • Payments, • Responses, and • Judgments. Create and process required reports.	Legal Assistant
1.10.3	Referral closed?	If the OAG referral is closed, go to 1.10.9. If the referral has not closed, return to 1.10.2 to continue tracking.	N/A
1.10.4	Enforcement case?	If the case was an enforcement case, proceed to 1.10.5. Otherwise, go to 1.10.9.	N/A
1.10.5	Administratively closed for insufficient evidence?	If the case is being administratively closed for insufficient evidence, proceed to 1.10.6. Otherwise, go to 1.10.8.	N/A
1.10.6	Notify division	Notify the division that referred the case that the case is being closed administratively due to insufficient evidence.	Attorney Legal Assistant
1.10.7	Notify Company	Notify the company involved in the case that the case is being closed. Proceed to 1.10.8.	Legal Assistant
1.10.8	Close related inspections and violations	When an enforcement case is resolved, all related inspections and violations should reflect the resolution of the case.	Compliance Staff
1.10.9	Parallel Join	All types of cases are closed with the same set of activities. Proceed to 1.10.10.	N/A

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Inspection Enforcement Tracking and Reporting System (IETRS)

#	Activity Label	Activity Description	Actors
1.10.10	Prepare case for storage and search	Review case materials for completeness and prepare the case for any archival storage and post-resolution search availability.	Legal Assistant Administrative Staff
1.10.11	Close case	Close the case.	Administrative Staff Legal Assistant

User Roles

The following roles are used in the consolidated case management process:

Role	Description
Administrative Staff	Generic term used for users that provide administrative support throughout the process. This role includes job responsibilities such as <ul style="list-style-type: none"> • Conference Clerk • Texas Register Liaison • Court Reporter • Commission Secretary • And others.
Attorney	Staff member of the Office of General Counsel who represents the Commission in cases.
Commissioner	One of the elected or appointed members of the RRC.
Compliance Staff	Generic term used to describe staff responsible for overseeing and coordinating compliance activities as part of the regulatory divisions of the Commission. This role includes job responsibilities such as <ul style="list-style-type: none"> • Compliance Coordinator • PHMSA Program Director • PES Administrator
Docket Services	Staff members in the Hearings Division who docket cases and oversee the scheduling of hearings.
Executive Management	Generic term used to describe the various management-level actors throughout the process, such as <ul style="list-style-type: none"> • Division Director, • Hearings Director, • General Counsel, or • Executive Director.
Hearings Examiner	An individual appointed by the Commission to conduct hearings, including an administrative law judge (ALJ), or a technical examiner (TE). See also Staff Examiner.

Role	Description
Initiator	<p>Generic term used to describe the person who creates a case. This role could include job responsibilities such as</p> <ul style="list-style-type: none"> • Administrative Staff, • Compliance Staff, • Technical Reviewer, • Docket Services, and • Others.
Inspector	Staff member in one of the regulatory divisions (Oil & Gas, Oversight & Safety, or Surface Mining & Reclamation) the performs inspections.
Legal Assistant	Staff member in the Office of General Counsel or Hearings Division who assists attorneys and hearings examiners in case management activities.
Parties/Representatives	<p>Persons named or admitted as an</p> <ul style="list-style-type: none"> • Applicant, • Complainant, • Petitioner, • Intervenor, • Protestant, or • Respondent <p>In a contested case before the Commission. Commission staff may also be a party, such as a protestant.</p>
Requestor	<p>Generic term used to describe the person who requests that a case be initiated. This role includes parties such as</p> <ul style="list-style-type: none"> • Applicant, • Complainant, or • Petitioner. <p>Commission staff could be a requestor.</p>
Staff Examiner	Generic term used to describe a person <u>not</u> in the Hearings Division who is appointed by the Commission to examine cases.

Role	Description
Technical Reviewer	Staff member in one of the regulatory divisions who reviews inspections, or other case materials (in division-managed cases).

Data Concepts

Listed below are data concepts (entities) that will be needed to implement the consolidated case management process. An accompanying conceptual data model and data dictionary will describe the relationships between the entities and the attributes of each entity.

Core Data

The data entities described below contain the core data related to a case, as it moves through the process.

Data Entity Name	Description
Case	<p>A unique matter needing to be tracked by any business area within the Commission. Examples of types of cases include (but are not limited to):</p> <ul style="list-style-type: none"> • Enforcement actions, • Requests for field rule amendments, • Good faith claims, • Rule exception requests, and • Gas utility rate filings.
Assigned Staff	Multiple staff members are assigned to a case as it moves through the process. This entity will track those assignments, the role each person plays on the case, and other attributes.
Parties	<p>The people affiliated with a case in roles such as</p> <ul style="list-style-type: none"> • Applicant, • Complainant, • Petitioner, • Intervenor, • Protestant, or • Respondent. <p>The service list participants would be stored here.</p>

Data Entity Name	Description
Tracking Dates (Case and Docket)	As a case progresses through the process, dates are recorded to denote specific activities or changes in status. Tracking date examples include (but are not limited to): <ul style="list-style-type: none"> • Filing date, • NOV issued date, • Hearing date, or • Order served date.
Attachments	A variety of documents can be attached to a case throughout its life. Examples include (but are not limited to): <ul style="list-style-type: none"> • Request letters • Settlement documents • Replies • Exceptions • Photos • Audio and video files
Remarks	This entity holds remarks and comments about the case.
Docket	If a case requires a hearing, it is docketed. This entity tracks docket-specific information.
Hearing	When a hearing is requested, and a case is docketed, data for hearings conducted is stored in this entity.
Commission Action	This entity captures the outcome of a case when it is sent to Commissioner conference.
Referral / Appeal	This entity describes referrals or appeals of a case to the Attorney General's Office (OAG), District Court, etc.

Subject Matter Data

The data entities described below contain the data related to the subject matter of a case.

Data Entity Name	Description
Organization	Operator or Company that is the subject of the case.
Officer	Officers for the organization that is the subject of the case. Enforcement cases can affect them.

Data Entity Name	Description
Regulated Entity	<p>A thing or place regulated by the Commission. Examples include (but are not limited to):</p> <ul style="list-style-type: none"> • Lease • Well • Field • Pipeline System • Mine • Facility • Site • Truck • Tariff • Rate
Filing	<p>Paperwork submitted to the Commission that may be the subject of a case. Examples include (but are not limited to):</p> <ul style="list-style-type: none"> • Permit • Tariff • Application • Contract

Enforcement-Related Data

The data entities described below contain the data used for enforcement cases.

Data Entity Name	Description
Public Complaint	This entity captures public complaints submitted that cause a case to be initiated.
Violation	Non-compliance found with rules, regulations, statutes, or other written guidance. Basis for an enforcement case.
Enforcement Mechanism	A variety of enforcement mechanisms can be used to bring a violation into compliance. This entity records tracking information about the enforcement mechanisms used in an enforcement case.
Compliance Action	This entity describes actions taken by an organization to bring the violations in a case into compliance.

Data Entity Name	Description
Settlement	Sometimes a settlement agreement is offered on a violation or set of violations. Settlement offers can be extended at several points within the life of a case.
Payment	Penalties, fees, or reimbursements paid as part of an enforcement case.
State Fund Expense	This entity describes any use of state funds related to a case.

Reference Data

The data entities described below contain examples of reference data needed by cases. ***This is not a comprehensive list.***

Data Entity Name	Description
County	List of all Texas counties.
District/Region	Areas within the regulated divisions of the Commission used for managing work distribution.
Rule/Statute	List of all rules, regulations, statutes, or other items that could be violated or related to a case.
Utility Service Area	Areas served by utility rate filings.

Generated Documents

Listed below are documents and reports that could be generated by the future system. Please note that this is not an exhaustive list of documents needed by each business unit, but a grouping of the types of documents that are needed.

Generated Documents	Description
Compliance and Settlement documents	<p>Documents generated as part of pursuing compliance for enforcement cases. Examples include (but are not limited to):</p> <ul style="list-style-type: none"> • Speed Memo • Non-Compliance Letter • Notice of Violation • Settlement Offer • Agreed Order

Generated Documents	Description
Hearing documents	Documents generated as part of the scheduling and conducting of hearings. Examples include (but are not limited to): <ul style="list-style-type: none"> • Notice of Opportunity for Hearing • Hearing Request Form • Notice of Hearing • Notice of Intent to Appear • Appearance Sheet
Conference documents	Documents generated as part of the preparation for Commissioner conference. Examples include (but are not limited to): <ul style="list-style-type: none"> • Agenda • Enforcement Master Default Order • Master Agreed Order • Consent Agenda item summaries • Agreed enforcement item summaries
Management Reports	Various types of reports will be needed, including (but not limited to): <ul style="list-style-type: none"> • Reports for federal agencies (PHMSA, EPA, OSM, etc.) • Reports for state entities (LBB, TCEQ, etc.) • Performance measures • Reports for Commissioners, Executive Management, other management • Staff reports for managing workload

Queries and Searches

Listed below are examples of the queries and searches to be used in the future system. Please note that this is not an exhaustive list of queries needed, but a list of the types of queries that are needed.

Queries and Searches	Description
Case list and details	Viewing case details by case number, company, type of case, subject matter (such as permit, lease, field, facility, tariff, mine, rule, etc.)
Assigned cases	Viewing case assignments by assigned staff, status, district/region, etc.

Queries and Searches	Description
Docketed case list and details	Viewing docketed case details by docket number, division, assigned staff, status, company, type of case
Cases referred to OAG	Viewing case details for cases referred to the Office of the Attorney General
Dockets pending MFRH	Viewing docketed cases that are within the allotted timeframe when re-hearings can be requested
Cases ready for conference	Viewing case details for cases deemed ready for inclusion in the specified Commissioner conference
Scheduled Hearings	Viewing hearing and docketed case details by assigned staff, date range, hearing room, etc.
Case statistics	Viewing statistics about cases by dates, types, etc.

Potential Integration Points

As part of the future system, it is envisioned that the following potential integration points will be implemented for increased efficiency and productivity:

Potential Integration Points	Description
Existing data repositories	Needed for pre-population of data for operators/companies, wells, leases, fields, facilities, pipelines, and other primary reference data. Repositories are Oracle-based or mainframe-based.
RRC mainframe	Used to feed enforcement case-related information into existing processes not being migrated out of the mainframe.
Existing RRC inspection applications	Needed for easier creation of cases. Could be used after case resolution also.

Version History

Version #	Version Date	Description	Author
0.1	03/12/2018	Initial version	M. Humphrey
0.2	04/11/2018	Review comments incorporated	M. Humphrey
1.0	04/16/2018	Prepared for solicitation	M. Humphrey

ATTACHMENT 16
CASE AND DOCKET MANAGEMENT CONCEPTUAL DATA MODEL AND DATA
DICTIONARY

Case and Docket Management Conceptual Data Model and Data Dictionary

Version 1.0

April 16, 2018

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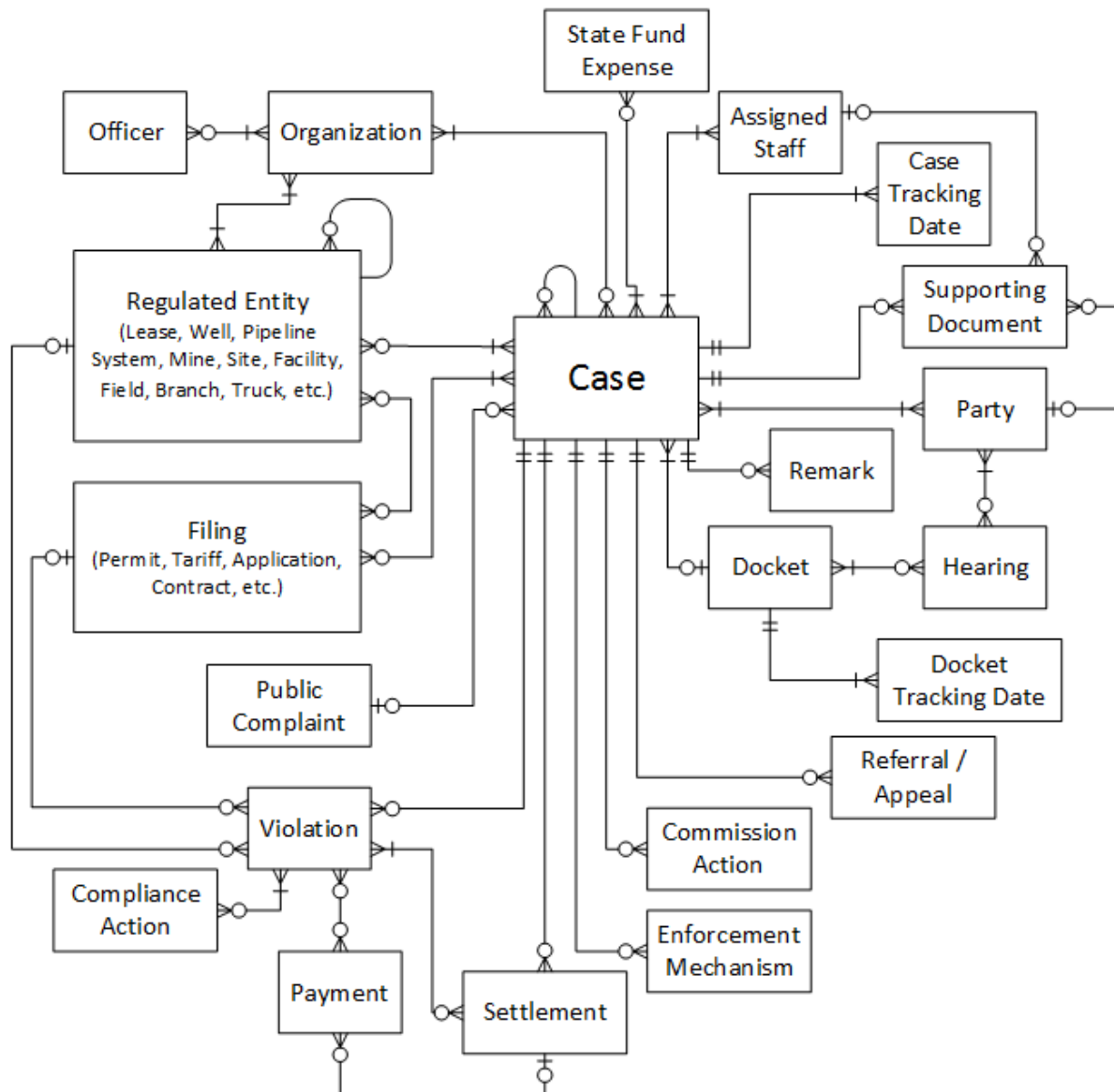
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Conceptual Data Model

A data model represents the people, places, and things (entities) that are important to a business. A conceptual data model represents the first step in the data modeling process. It should be independent of any solution or technology and can be used to represent how the business perceives its information. The conceptual data model can be used to establish a consistent vocabulary and understanding of business entities, the attributes that describe them, and the relationships between them.

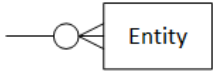
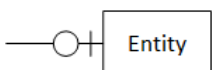
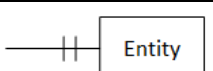
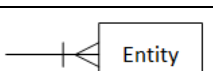
The conceptual data model for case and docket management is displayed below. Each entity in the diagram (shown in boxes) is described in a separate section after the diagram, with its attributes and relationships.

Data Model Diagram

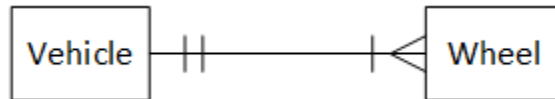


Definition of Relationship Lines

The relationship between entities in a data model is shown as a line connecting the entity boxes. Relationships indicate the minimum and maximum number of occurrences allowed on each side of the relationship, called cardinality, using “crow’s foot notation”. Common notations are shown in the table below.

Symbol	Meaning
 Entity	Any number (zero or more)
 Entity	Zero or one
 Entity	Only one
 Entity	One or more

The relationship between two entities is read in both directions. An example is shown below.



- A Vehicle may have one or more Wheels.
- A Wheel must belong to only one Vehicle.

The verb “must” is used when at least one occurrence is indicated, making the relationship mandatory. The verb “may” is used when zero occurrences are allowed, for an optional relationship.

Entity: Case

A unique matter needing to be tracked by any business area within the Commission. Examples of types of cases include (but are not limited to):

- Enforcement actions,
- Requests for field rule amendments,
- Good faith claims,
- Rule exception requests, and
- Gas utility rate inquiries.

Attributes

The table below lists the attributes for the Case entity.

Attribute Name	Description	Notes
Case Number	Unique identifier used to identify and track a case	This number could be a system-generated number, or could refer to a specific permit, complaint, or other already defined identifier. To ensure uniqueness across the Commission, the case number may need to be combined with a prefix, suffix, or code. Examples could include: <ul style="list-style-type: none"> • Enforcement case: system-generated number • Complaint case: CMP99999 (using complaint number from originating system)
Case Type	Type of case. Determines the process path used to track and handle the case	Also known as Suffix
Subject Text/Style	Stylized text used for all official documents related to the case	Content of the subject text is tied to the case type
Industry/Business Area	Identifies what regulatory area the case is related to	
Ready for Conference?	Indicator used to determine when the case is ready to be included in preparations for Commissioner conference	If a case does not need to go to Commissioner conference, the value of this indicator would be 'N/A'
Protested?	Yes/No indicator that identifies if a case has been protested	
Disposition/Result	The result of the case	Could be a list of standard values or free text
Case Status	Used to reflect the status of the case	Would be a list of standard values
District/Region Owner	District or region that originated the case	Used for reporting purposes

Relationships to Other Entities

Listed below are the relations described in the diagram between the Case entity and other entities:

- A Case must be opened regarding one or more Organizations.
- A Case must have one or more Assigned Staff.
- A Case must be tracked with one or more Case Tracking Dates.
- A Case may be related to zero or more Regulated Entities.
- A Case may be related to zero or more Filings.
- A Case may have one or more Parties.
- A Case may have zero or more Supporting Documents.
- A Case may have zero or more Remarks.
- A Case may require zero or one Docket.
- A Case may involve zero or more Violations.
- A Case may be initiated by zero or more Public Complaints.
- A Case may result in zero or more Commission Actions.
- A Case may be related to zero or more Cases.
- A Case may track zero or more Enforcement Mechanisms.
- A Case may offer zero or more Settlements.
- A Case may involve zero or more Referrals/Appeals.
- A Case may use zero or more State Fund Expenses.

Entity: Assigned Staff

Multiple staff members are assigned to a case as it moves through the process. This entity will track those assignments, the role each person plays on the case, and other attributes.

Attributes

The table below lists the attributes for the Assigned Staff entity.

Attribute Name	Description	Notes
Name	Name of assigned staff member	
Role	Assigned role for this person on this case during this period	A person can be assigned multiple roles on a case at different points in time
Assignment Start Date	Date the assignment begins	Format would be MM/DD/YYYY with no time component
Assignment End Date	Date the assignment ends	Format would be MM/DD/YYYY with no time component

Relationships to Other Entities

Listed below are the relations described in the diagram between the Assigned Staff entity and other entities:

- An Assigned Staff (member) may be assigned to zero or more Cases.

- An Assigned Staff (member) may submit zero or more Supporting Documents.

Entity: Party

The external or internal people affiliated with a case in roles such as:

- Applicant
- Complainant
- Petitioner
- Intervenor
- Protestant
- Respondent
- Observer
- Staff.

The service list participants would be stored here.

Attributes

The table below lists the attributes for the Party entity.

Attribute Name	Description	Notes
Name	Name of party	
Type of Party	For this case, what role does this person play?	Would be a list of standard values
Organization	Employer or Company	
Represented Organization	Identified who a party is representing	Used for attorneys representing other people/groups/companies
Address	Address for receiving case-related documents	
Phone	Contact phone number for this person	
Email	Email address for this person, if provided	

Relationships to Other Entities

Listed below are the relations described in the diagram between the Party entity and other entities:

- A Party must be involved in one or more Cases.
- A Party may submit zero or more Supporting Documents.
- A Party may attend zero or more Hearings.

Entity: Case Tracking Date

As a case progresses through the process, dates are recorded to denote specific activities or changes in status. Case tracking date examples include (but are not limited to):

- Filing date
- NOV issued date
- Case closed date

If a case is docketed, dates specific to the docket and any hearings will be captured in a separate entity named Docket Tracking Date.

Attributes

The table below lists the attributes for the Case Tracking Date entity.

Attribute Name	Description	Notes
Type of Date	Describes the type of date being tracked	Would be a standard list of values
Date Value	Value for date	Format would be MM/DD/YYYY with time component
Deadline?	Yes/No indicator to identify those dates that are deadlines	Value for this indicator would be tied to the type of date

Relationships to Other Entities

Listed below are the relations described in the diagram between the Case Tracking Date entity and other entities:

- A Case Tracking Date must track only one Case.

Entity: Supporting Document

A variety of documents support a case throughout its life. This entity captures any document attached to the case. Examples include (but are not limited to):

- Request letters
- Settlement documents
- Pleadings
- Replies
- Exceptions
- Photos

Attributes

The table below lists the attributes for the Supporting Document entity.

Attribute Name	Description	Notes
Document Type	Identifies the type of supporting document	Would be a standard list of values
Document Name	Name of file containing the document	
Date Filed	Date the document was filed	Format would be MM/DD/YYYY with a time component

Attribute Name	Description	Notes
Confidential?	Yes/No indicator that identifies if this document can be displayed to the public as part of search results	
Description	Brief description of the document	
Document Content	The attached document itself	
Party Submitting Document	If the document was received by a party to the case, which party provided the document. If multiple parties are involved, use the primary submitter.	Value would be chosen from the list of parties for this case
Include in Conference Notebook?	Indicator that identifies whether this document would be included in the conference notebooks, if this case goes to Commissioner conference	For cases that never go to Commissioner conference, the value of this indicator would be 'N/A'. If only specific document pages are included, the value of this indicator would be "Partial".
Pages to Include	Identified what pages are included in the conference notebook, if only specific pages are needed.	

Relationships to Other Entities

Listed below are the relations described in the diagram between the Supporting Document entity and other entities:

- A Supporting Document must provide information for only one Case.
- A Supporting Document may be submitted by zero or one Party.
- A Supporting Document may be submitted by zero or one Assigned Staff.

Entity: Remark

This entity holds remarks and comments about the case.

Attributes

The table below lists the attributes for the Remark entity.

Attribute Name	Description	Notes
Remark Type	Used to describe the circumstances for the remark	Would be a standard list of values
Remark Text	Text of the remark	
Remark Date	Date that the remark was entered	Format would be MM/DD/YYYY with a time component
Confidential?	Yes/No indicator that identifies if this remark can be displayed to the public as part of search results	

Attribute Name	Description	Notes
Created By	Person who entered the remark	

Relationships to Other Entities

Listed below are the relations described in the diagram between the Remark entity and other entities:

- A Remark must describe only one Case.

Entity: Docket

A docket is a unique case where an administrative hearing is required (may be resolved prior to an actual hearing being held) or resolution is sought through the RRC hearings process. A case is only docketed if a hearing is required. This entity tracks docket-specific information.

Attributes

The table below lists the attributes for the Docket entity.

Attribute Name	Description	Notes
Docket Number	A unique, discrete case in which an administrative hearing is requested or required, or resolution is otherwise sought through the RRC Hearings Division.	Docket numbers will only be assigned for those cases requiring Hearings Division staff participation. This identifier is unique across all business areas of the agency.
Docket Status	Tracks the status of the docket	Would be a standard list of values
MFRH Requested?	Yes/No indicator showing whether a Motion for Rehearing has been requested	

Relationships to Other Entities

Listed below are the relations described in the diagram between the Docket entity and other entities:

- A Docket may address one or more Cases.
- A Docket may conduct zero or more Hearings. (may be resolved prior to hearing)
- A Docket must be tracked with one or more Docket Tracking Dates.

Entity: Hearing

When a hearing is requested, and a case is docketed, data for hearings and hearing-related meetings is stored in this entity.

Attributes

The table below lists the attributes for the Hearing entity.

Attribute Name	Description	Notes
Type of Hearing	Describes the type of hearing-related meeting being held	Would be a standard list of values. Examples include: <ul style="list-style-type: none"> • Pre-hearing conference • Hearing on the merits • Post-hearing conference
Hearing Start Date/Time	Captures the date and time for the beginning of the hearing	Format would be MM/DD/YYYY with a time component
Hearing Adjourned Date/Time	Captures the date and time of the final adjournment of the hearing	Format would be MM/DD/YYYY with a time component
Length of Hearing	Captures the amount of time spent in the actual hearing, in hours and minutes	
Transcript Type	Indicates the media used for the transcript	Would be a standard list of values, such as: <ul style="list-style-type: none"> • Written • Audio • Video
Number of Transcript Pages	Captures the total number of transcript pages received from the hearing's reporter, if written	
Hearing Location	Room number where the hearing is held	

Relationships to Other Entities

Listed below are the relations described in the diagram between the Hearing entity and other entities:

- A Hearing must be conducted for one or more Dockets.
- A Hearing must be attended by one or more Parties.

Entity: Docket Tracking Date

As a docket progresses through the process, dates are recorded to denote specific activities or changes in status. Docket tracking date examples include (but are not limited to):

- Docketing date
- Notice of Hearing (NOH) issued date
- Hearing date
- Transcript received date

Attributes

The table below lists the attributes for the Docket Tracking Date entity.

Attribute Name	Description	Notes
Type of Date	Describes the type of date being tracked	Would be a standard list of values

Attribute Name	Description	Notes
Date Value	Value for date	Format would be MM/DD/YYYY with time component
Deadline?	Yes/No indicator to identify those dates that are deadlines	Value for this indicator would be tied to the type of date

Relationships to Other Entities

Listed below are the relations described in the diagram between the Docket Tracking Date entity and other entities:

- A Docket Tracking Date must track only one Docket.

Entity: Commission Action

This entity captures the outcome of a case when it is sent to Commissioner conference. Even though some cases are grouped together into master orders, each case is given a distinct agenda item in the conference agenda and is treated individually in this entity.

Currently, the entity below only describes case-related conference agenda items and Commission actions. Other types of matters are addressed at Commissioner conference and can be related to this entity in the future.

Attributes

The table below lists the attributes for the Commission Action entity.

Attribute Name	Description	Notes
Conference Date	Conference date for this action on the case	Format would be MM/DD/YYYY with no time component
Agenda Item Number	Identifies the order within the conference agenda for this case	Used for building the conference agenda and other needed documents
Agenda Section	Identifies the section of the conference agenda and notebooks where information about this case if included	Used for building the conference agenda and other needed documents
MFRH Action	Records the Commissioner's decision if a Motion for Rehearing has been requested	
Disposition	Identifies the action taken by the Commissioners on this agenda item	Would be a standard list of values
Remanded To	Identifies what group receives a remanded item	Would be a standard list of values, such as: <ul style="list-style-type: none"> • Enforcement • Hearings • Staff

Relationships to Other Entities

Listed below are the relations described in the diagram between the Commission Action entity and other entities:

- A Commission Action must document the result of only one Case.

Entity: Organization

Operator or Company that is the subject of the case. **For the case management system, this entity does not contain all details about the organization.** It contains identifying data that is needed for the tracking and management of a case with this organization as the subject.

Attributes

The table below lists the attributes for the Organization entity.

Attribute Name	Description	Notes
Organization ID	RRC identifier for this organization.	Sources for this identifier: <ul style="list-style-type: none">• Oil & Gas or Pipeline: P-5 number• Gas Utilities: Company ID• Alternative Fuels: identifier from LIS• Surface Mining: identifier from SMPI
Organization Name	Organization named tied to the Organization ID	
Subject to TNRC 91.114?	Is the organization restricted due to unresolved enforcement actions?	

Relationships to Other Entities

Listed below are the relations described in the diagram between the Organization entity and other entities:

- An Organization may be the focus of zero or more Cases.
- An Organization may be associated with zero or more Officers.
- An Organization must be responsible for one or more Regulated Entities.

Entity: Officer

Officers for the organization that is the subject of the case. Enforcement cases can affect them. **For the case management system, this entity does not contain all details about the officer.**

Attributes

The table below lists the attributes for the Officer entity.

Attribute Name	Description	Notes
Officer Name	Name of the officer involved in this case	
Officer ID Number	Identifying number for this officer	
Subject to TNRC 91.114?	Is the officer restricted due to unresolved enforcement actions?	

Relationships to Other Entities

Listed below are the relations described in the diagram between the Officer entity and other entities:

- An Officer must be associated with one or more Organizations.

Entity: Regulated Entity

A thing or place regulated by the Commission. Examples include (but are not limited to):

- Lease
- Well
- Field
- Pipeline System
- Mine
- Facility
- Site
- Truck
- Tariff
- Rate

For the case management system, this entity does not contain all details about the regulated entity. It contains identifying data that is needed for the tracking and management of a case with this regulated entity as the subject.

Attributes

The table below lists the attributes for the “Regulated Entity” entity.

Attribute Name	Description	Notes
Entity Type	Type of entity	Would be a standard list of values as shown in the entity description
Entity ID	Identifier used to denote the regulated entity (lease id, well number, etc.)	
Entity Name	Name of the entity	

Attribute Name	Description	Notes
Entity Location	Location of the regulated entity	This attribute represents multiple attributes showing location information, such as: <ul style="list-style-type: none">• County• Latitude/Longitude• Street Address• Service Area• And others

Relationships to Other Entities

Listed below are the relations described in the diagram between the “Regulated Entity” entity and other entities:

- A Regulated Entity may be related to one or more Cases.
- A Regulated Entity may be related to zero or more Related Entities.
- A Regulated Entity must be related to one or more Organizations.
- A Regulated Entity may have zero or more Violations.
- A Regulated Entity may be related to zero or more Filings.

Entity: Filing

Paperwork submitted to the Commission that may initiate a case. Examples include (but are not limited to):

- Permit
- Tariff
- Rate change request
- Application
- Contract

For the case management system, this entity does not contain all details about the filing. It contains identifying data that is needed for the tracking and management of a case with this filing as the subject.

Attributes

The table below lists the attributes for the Filing entity.

Attribute Name	Description	Notes
Filing Type	Type of filing that is the subject of the case	Would be a standard list of values
Filing ID	Identifier for filing from primary tracking system	
Filing Name	Name attached to filing	
Filing Status	Status of filing	Would be a standard list of values

Relationships to Other Entities

Listed below are the relations described in the diagram between the Filing entity and other entities:

- A Filing may be the subject of one or more Cases.
- A Filing may be submitted for zero or more Regulated Entities.
- A Filing may have zero or more Violations.

Entity: Public Complaint

This entity captures public complaints submitted that cause a case to be initiated.

Attributes

The table below lists the attributes for the Public Complaint entity.

Attribute Name	Description	Notes
Complaint ID	Identifier of public complaint from primary tracking system	
Description	Description of the public complaint	
Complaint Status	Status of the public complaint	

Relationships to Other Entities

Listed below are the relations described in the diagram between the Public Complaint entity and other entities:

- A Public Complaint may initiate zero or more Cases.

Entity: Violation

Non-compliance found with rules, regulations, statutes, permit conditions or other written guidance. The violation forms the basis for an enforcement case. For the case management system, this entity does not contain all details about the violation. It contains identifying data that is needed for the tracking and management of a case with this violation as the subject.

Attributes

The table below lists the attributes for the Violation entity.

Attribute Name	Description	Notes
Violation ID	Identifier for this violation	
Item Violated	Identifies the rule, regulation, or statute violated	Would be a standard list of values, but could also be free text to account for permit condition violations
Admin Penalty Amount	Amount of administrative penalty assessed for this violation	
Enhanced?	Yes/No indicator denoting whether the penalty amount(s) are enhanced from the standard values	
Enhancement Reason	Reason for enhancing the penalty amount(s)	
Enhancement Amount	Amount of enhancement to the violation	
Compliant?	Yes/No indicator denoting whether this violation has been brought into compliance	
Compliance Date	Date that compliance is achieved for this violation	Format is MM/DD/YYYY with no time component
Inspection Group ID	Group contain the original inspection and all re-inspections related to a violation	

Relationships to Other Entities

Listed below are the relations described in the diagram between the Violation entity and other entities:

- A Violation must be handled by only one Case.

- A Violation may be addressed by zero or more Payments.
- A Violation may be addressed by zero or more Compliance Actions.
- A Violation may be recorded against zero or one Regulated Entity.
- A Violation may be recorded against zero or one Filing.
- A Violation may be part of zero or more Settlements.

Entity: Settlement

Sometimes a settlement agreement is offered on a violation or set of violations. Settlement offers can be extended a several points within the life of a case.

Attributes

The table below lists the attributes for the Settlement entity.

Attribute Name	Description	Notes
Settlement Offer Date	Date the settlement offer was provided to the organization	Format would be MM/DD/YYYY with no time component
Settlement Offer Amount	Amount of penalty offered in settlement of this violation	
Agreed Settlement Amount	Amount of penalty agreed to when this violation is settled	
Settlement Status	Identifies whether the settlement offer has been accepted, withdrawn, rejected, etc.	
Withdrawn Date	Date the settlement offer is withdrawn, if applicable	Format is MM/DD/YYYY with no time component
Accepted Date	Date the settlement offer is accepted	Format is MM/DD/YYYY with no time component

Relationships to Other Entities

Listed below are the relations described in the diagram between the Settlement entity and other entities:

- A Settlement must be offered for only one Case.
- A Settlement may be addressed by zero or more Payments.
- A Settlement must address one or more Violations.

Entity: Enforcement Mechanism

A variety of enforcement mechanisms can be used to bring a violation into compliance. This entity records tracking information about the enforcement mechanisms used in an enforcement case.

Attributes

The table below lists the attributes for the Enforcement Mechanism entity.

Attribute Name	Description	Notes
Enforcement Mechanism Type	Type of enforcement mechanism used	Would be a standard list of values
Date Provided	Date that notice of enforcement mechanism was provided to the organization	Format is MM/DD/YYYY with no time component
Response Due Date	Deadline for a response to this enforcement mechanism	Format is MM/DD/YYYY with no time component
Written or Verbal?	Was this enforcement mechanism a verbal warning or a written document?	
Response Received Date	Date the organization responded to the enforcement mechanism	Format is MM/DD/YYYY with no time component
Response Type	What was the organization's response to the enforcement mechanism?	Would be a standard list of values

Relationships to Other Entities

Listed below are the relations described in the diagram between the Enforcement Mechanism entity and other entities:

- An Enforcement Mechanism must be related to only one Case.

Entity: Compliance Action

This entity describes actions taken by an organization to bring the violations in a case into compliance.

Attributes

The table below lists the attributes for the Compliance Action entity.

Attribute Name	Description	Notes
Action Type	Describes what action was taken to bring a violation or violations into compliance without requesting state funds	Would be a standard list of values
Date Compliance Action Received	Date RRC notice of the compliance action	Format would be MM/DD/YYYY with no time component

Relationships to Other Entities

Listed below are the relations described in the diagram between the Compliance Action entity and other entities:

- A Compliance Action may address one or more Violations.

Entity: Payment

Penalties, fees, or reimbursements paid as part of a case.

Attributes

The table below lists the attributes for the Payment entity.

Attribute Name	Description	Notes
Register Number	Register number attached to this payment	
Payment Date	Date payment was received	Format is MM/DD/YYYY with no time component
Payment Amount	Amount of penalty paid with this payment	
Full Payment?	Yes/No indicator denoting whether this payment fully addressed the penalty assessed	
Collected by AG?	Was this payment collected by the Attorney General's office?	
Refund?	Was this payment a refund?	

Relationships to Other Entities

Listed below are the relations described in the diagram between the Payment entity and other entities:

- A Payment may address zero or more Violations.
- A Payment may be made for zero or one Settlement.

Entity: Referral/Appeal

This entity describes referrals or appeals of a case to the Attorney General's, District Court, etc.

Attributes

The table below lists the attributes for the Referral/Appeal entity.

Attribute Name	Description	Notes
Requestor	Identifies who requested the referral or appeal	
Start Date	Date referral or appeal began	Format would be MM/DD/YYYY with no time component
Closed Date	Date referral or appeal was closed	Format would be MM/DD/YYYY with no time component
Jurisdiction	Location of referral or appeal	Would be a standard list of values, such as <ul style="list-style-type: none">• OAG• District Court
Tracking Number	Tracking identifier assigned by the jurisdiction of the referral or appeal	
Staff Contact	Identifies who is the point of contact for the referral or appeal	
Assessed Civil Penalty	Amount of civil penalty assessed as part of the referral or appeal	

Attribute Name	Description	Notes
Disposition	Result of the referral or appeal	Would be a standard list of values

Relationships to Other Entities

Listed below are the relations described in the diagram between the Referral/Appeal entity and other entities:

- A Referral/Appeal must address only one Case.

Entity: State Fund Expense

This entity describes any use of state funds related to a case.

Attributes

The table below lists the attributes for the State Fund Expense entity.

Attribute Name	Description	Notes
Type of Funds Used	Identifies what type of state funds have been expended	Would be a standard list of values
Amount Used	Amount of this type of state funds expended	
Date of Use	Date the state funds were expended	Format would be MM/DD/YYYY with no time component

Relationships to Other Entities

Listed below are the relations described in the diagram between the State Fund Expense entity and other entities:

- A State Fund Expense may apply to one or more Cases.

Version History

Version #	Version Date	Description	Author
0.1	03/28/2018	Initial version	M. Humphrey
0.2	04/13/2018	Review comments incorporated	M. Humphrey
1.0	04/16/2018	Prepared for solicitation	M. Humphrey

ATTACHMENT 17
CASE MANAGEMENT HIGH LEVEL FEATURES

High-Level Case Management Functionality Prioritization

The tables below describe high-level features needed to implement the case management business process documented in Attachment 15. Each feature is prioritized as “Must Have” or “Nice to Have”.

Case Management General Features

The table below lists features that apply to most, if not all, types of cases.

Feature	Feature Priority
The product will allow a user to create a case.	Must Have
The product will populate organization data based on a provided identifying number <i>(integration with RRC systems)</i> .	Nice to Have
The product will allow a user to identify case components, such as regulated entities or filings, based on case type.	Must Have
The product will populate regulated entity data based on a provided identifying number <i>(integration with RRC systems)</i> .	Nice to Have
The product will populate filing data based on a provided identifying number <i>(integration with RRC systems)</i> .	Nice to Have
The product will allow a user to build the value for the case subject text/style from case components, based on case type.	Must Have
The product will allow a user to assign staff members to a case.	Must Have
The product will allow a user to capture the parties to a case and their representatives.	Must Have
The product will allow a user to distinguish when a staff member is a party to a case.	Must Have
The product will allow a user to change staff assignments for a case.	Must Have
The product will allow a user to view a history of staff assigned to a case.	Must Have
The product will provide work queues/lists for assigned staff to manage work, with sort and filter capabilities.	Must Have
The product will allow a user to attach supporting documents to a case.	Must Have
The product will accept audio and video files.	Must Have

Feature	Feature Priority
The product will allow a user to restrict view access to case documents based on role.	Must Have
The product will allow a user to restrict view access to case remarks based on role.	Must Have
The product will allow a user to view and print case-related documents.	Must Have
The product will allow a user to define templates for standard case, docket, hearing, and conference documents.	Must Have
The product will allow a user to generate case, docket, hearing, and conference documents.	Must Have
The product will allow a user to track the status of a case.	Must Have
The product will allow a user to track case activities with dates.	Must Have
The product will allow a user to identify case deadlines and track adherence to deadline dates.	Must Have
The product will allow a user to create and send email notifications.	Must Have
The product will allow a user to consolidate two or more cases into a single case, including all attached documents and case components.	Must Have
The product will allow a user to split a consolidated case into two or more separate cases.	Must Have
The product will allow a user to relate a case to one or more other cases.	Must Have
The product will allow a user to disassociate an item from a case.	Must Have
The product will allow a user to track payment of fees, penalties, and reimbursements received as part of a case.	Must Have
The product will allow a user to track referrals and/or appeals for a case.	Must Have
The product will allow a user to place or release a hold on a case's organization, officer, and/or regulated entity (<i>integration with RRC systems</i>).	Nice to Have
The product will allow a user to delete a case in certain circumstances (to be determined).	Must Have

Enforcement Case Features

The table below lists additional features that are specific to enforcement cases.

Feature	Feature Priority
The product will receive data from and provide data to the product implementing the RRC inspection process.	Must Have

Feature	Feature Priority
The product will allow a user to identify and track enforcement mechanisms for a case.	Must Have
The product will allow a user to identify and track compliance actions for a case.	Must Have
The product will allow a user to track settlement offers.	Must Have
The product will allow a user to capture state funded expenses incurred in relation to a case.	Must Have

Docket and Hearing Features

The table below lists additional features that apply to dockets and hearings.

Feature	Feature Priority
The product will allow a user to create a docket.	Must Have
The product will allow a user to assign one or more cases to a docket.	Must Have
The product will allow a user to edit/update a docket.	Must Have
The product will allow a user to track the status of a docket.	Must Have
The product will allow a user to access MS Outlook for hearing scheduling.	Must Have
The product will allow a user to identify potential hearing dates, based on staff and resource availability.	Must Have
The product will allow a user to track docket and hearing-related activities with dates.	Must Have
The product will allow a user to identify docket and hearing deadlines, and track adherence to deadline dates.	Must Have
The product will allow a user to track referrals and/or appeals for a case.	Must Have

Conference Features

The table below lists additional features that apply to Commissioner conference.

Feature	Feature Priority
The product will allow a user to generate conference agendas in MS Word.	Must Have
The product will allow a user to capture the results of Commissioner conference for a case.	Must Have
The product will maintain a history of conference agendas and documents.	Nice to Have

Search and Reporting Features

Feature	Feature Priority
The product will allow a user to search data using pre-defined search criteria.	Must Have
The product will allow a user to sort and filter search results.	Must Have
The product will allow a user to download search results.	Must Have
The product will allow a user to print search results.	Must Have
The product will allow a user to print selected case details, depending on role.	Must Have
The product will allow a user to generate case/docket statistics and performance measures.	Must Have
The product will allow a user to export a generated report to PDF, MS Word, or MS Excel, as applicable.	Must Have
The product will allow a user to search with its own selected search criteria (i.e., ad hoc search).	Must Have

External Secured Portal Features

Feature	Feature Priority
The product will provide a secure, externally-facing portal where case parties can log in and interact with RRC case management staff.	Must Have
The secure portal will provide the ability for parties to view case status and selected case details.	Must Have
The secure portal will provide the ability for parties to submit pleadings and other case-related documents.	Must Have
The secure portal will provide the ability for parties to view and print selected case documents.	Must Have
The secure portal will provide the ability for a party to provide details of a compliance action for a case.	Must Have
The secure portal will allow a party to request a hearing.	Must Have
The secure portal will provide the ability to submit payment of fees, penalties, and reimbursements for a case (<i>integration with RRC systems</i>).	Nice to Have
The portal will allow a party to electronically sign a case or docket-related document.	Must Have

Public Portal Features

Feature	Feature Priority
The product will provide a public portal to allow public users to search and view selected case details without having to log in.	Must Have
The public portal will allow a public user to request a hearing.	Nice to Have
The public portal will allow public users to view the hearings calendar.	Must Have
The public portal will allow a public user to search data using pre-defined search criteria.	Must Have
The public portal will allow a public user to sort and filter search results.	Must Have
The public portal will allow a public user to download search results.	Must Have
The public portal will allow a public user to print search results.	Must Have

Administrative Features

Feature	Feature Priority
The product will allow a user with administrative rights to define and manage lists of reference data.	Must Have
The product will allow a user with administrative rights to define and manage data entry validations.	Must Have
The product will allow a user with administrative rights to define and manage business rules.	Must Have
The product will allow a user with administrative rights to establish and maintain conference deadline dates.	Must Have
The product will provide an event log and/or audit trail of case activity.	Must Have
The products will allow a user with administrative rights to assign staff and grant staff rights.	Must Have

Security Features

Feature	Feature Priority
The product will provide role-based user authentication and access control, from read-only through administrative access.	Must Have
The product will provide case-specific access control, based on role and case type.	Must Have
The product will function in a secure manner for transport and processing of data.	Must Have

Flexibility/Accessibility Features

Feature	Feature Priority
The product can accommodate evolving business processes, rules, and regulations with no or minimal customization.	Must Have
The product provides the ability for configuration by non-programming staff.	Must Have
The product is compliant with Section 508 accessibility standards.	Must Have
The product provides the ability to incorporate RRC branding and user interface styles.	Nice to Have
The product must conform with responsive design principles for use on desktop, laptop, and mobile platforms.	Must Have
The product can be functional even if there is no connectivity, with the ability to save data offline and synchronize the data when online connectivity is re-established.	Nice to Have

ATTACHMENT 18
INSPECTION SYSTEM BUSINESS PROCESS MAPPING

Business Process Mapping of RRC Inspection Processes

Version 1.0

April 16, 2018

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Inspection Business Process Overview

The regulatory areas with the Commission, as part of verifying compliance, inspects facilities under the Commission's jurisdiction. Each area has specific responsibilities conducted to ensure compliance with statutes, rules, regulations, and permit provisions, as described below.

- The Alternative Fuels Safety Department administers and enforces Texas' laws concerning the handling, storage, and transportation of liquefied petroleum gas (LPG, propane), compressed natural gas (CNG) and liquefied natural gas (LNG). AFS conducts safety inspections of mobile equipment and stationary facilities.
- The Oil and Gas Division, regulates the exploration, production, and transportation of oil and natural gas in Texas. Its statutory role is to (1) prevent waste of the state's natural resources, (2) to protect the correlative rights of different interest owners, (3) to prevent pollution, and (4) to provide safety in matters such as hydrogen sulfide. The division accomplishes these goals by permitting and reporting requirements; by field inspections, testing programs and monitoring industry activities in the field; and through programs to remediate abandoned wells and sites using fees and taxes paid by industry.
- The Pipeline Safety Department works to enforce compliance with federal and state laws and regulations by pipeline operators. These regulatory responsibilities extend to more than 1,400 operators of intrastate gathering, transmission, distribution, and master-metered systems. The state agency's Pipeline Safety Program is evaluated, yearly by the federal Pipeline and Hazardous Materials Safety Administration (PHMSA), for conformance with the procedures in the Guidelines for States Participating in the Pipeline Safety Program Manual.
- The Surface Mining and Reclamation Division regulates surface mining for coal or exploration. Mining companies must have a Commission permit and post a bond for each mining site they operate in the state. The division reviews proposed mining permit applications to see if the mine will impact the environment and to determine if the procedures proposed to be used in reclaiming the land after mining is finished meet regulatory requirements. Division field personnel make regular visits to mine sites, checking for compliance with Commission rules. The Commission also administers a federal program to reclaim abandoned mine sites that predate federal surface mining laws.

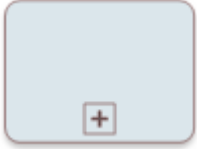







The table below summarizes the scope of the inspection processes within the Commission.

Area	Number of Inspectors	Number of Facilities	Number of Inspections per Year
Alternative Fuels Safety	12	63,000 installations	17,000
Oil & Gas	158	435,000 wells	124,300
Pipeline Safety	64	218,670 miles of pipelines	3,300
Surface Mining	6	39 units	500

This document describes a proposed consolidated inspection process that could be used to track inspections across the Commission. The process is defined graphically below using a level-zero diagram, several sub-process diagrams, and activity description tables at each level. Following the diagrams, the user roles, data concepts, generated documents, queries and searches, and potential integration points are presented.

Diagramming Notation

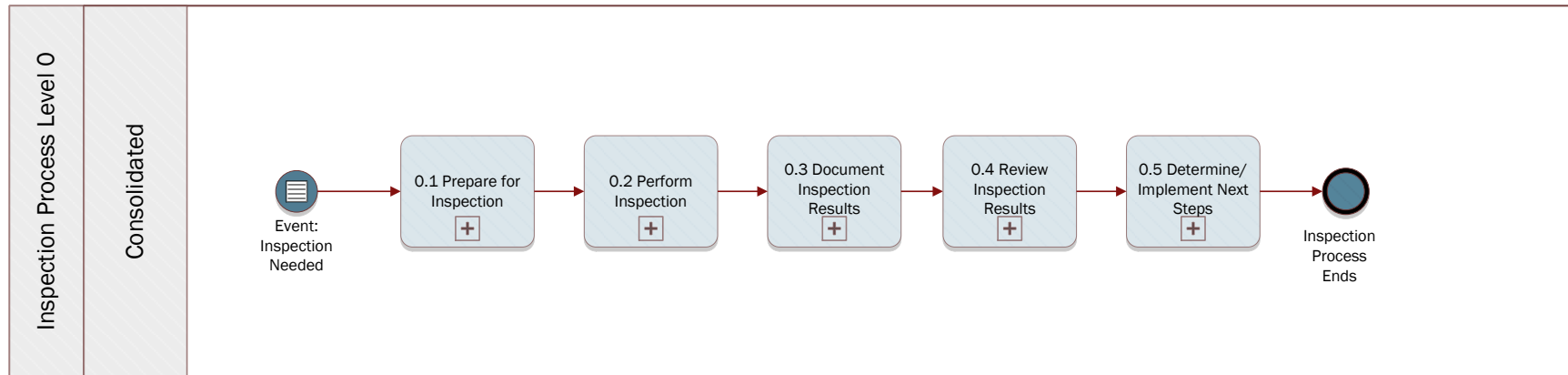
The process diagrams presented below using Business Process Model and Notation (BPMN), an international standard developed under the coordination of the Object Management Group. Each of the BPMN components used in the diagrams is described in the table below.

Shape	Name	Description
	Collapsed Sub-Process	Activities that can be expanded
	Task	An activity that is expressed at the lowest level of detail necessary
	Sequence Flow	Specifies ordering flow of objects
	Event: Start	The logical start of the process
	Event: End	The completion of the process
	Event: Intermediate	An event that results from a flow object
	Gateway: Exclusive	Acts as either a join (many-to-one) or split (one-to-many) node. For an exclusive split, only one of two outgoing edges results.
	Gateway: Parallel	Acts as either a join (many-to-one) or split (one-to-many) node. A join has parallel inputs. A split has parallel outputs.

Future Inspection Consolidated “To-Be” Process

To-Be Process Diagram – Level 0

The diagram below depicts the highest-level overview of the consolidated inspection process (referred to as level 0). Sub-processes are further expanded upon below (referred to level 1). Any further expansions will follow as level 2 sub-processes.



The table below lists and describes all activities included in the diagram provided above.

#	Activity Label	Activity Description	Actors
Event	Inspection Needed	<p>This is the start event for the consolidated inspection process. This event triggers the following series of major activity groups (sub-processes) identified to represent the overall steps that each of the four business areas undergo as part of conducting inspections.</p> <p>All business areas perform routine inspections that are annually planned. The Oil & Gas Division also performs special request inspections.</p>	

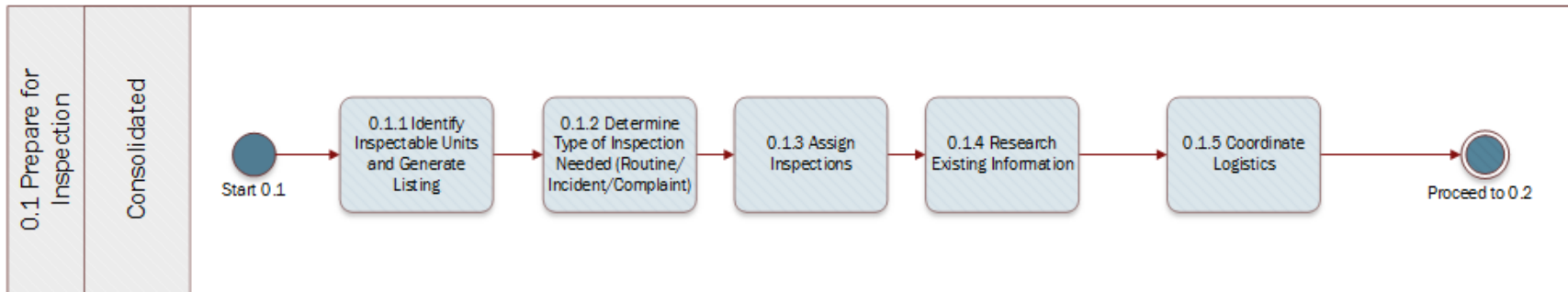
#	Activity Label	Activity Description	Actors
0.1	Prepare for inspection	This sub-process of preparing for inspections defines the detail activities that occur prior to conducting the actual inspections.	Inspector, Scheduler, System Administrator
0.2	Perform inspection	This sub-process defines the detail activities that occur during an actual inspection.	Inspector
0.3	Document inspection results	This sub-process defines the detail activities that occur during the inspection when observations are being made and the inspector captures the facts observed or measured. Upon completion of the inspection, the inspection result information is submitted to a reviewer role.	Inspector
0.4	Review inspection results	This sub-process defines the activities that a reviewer conducts upon receiving an inspection result or package from the inspector.	Reviewer
0.5	Determine/implement next steps	This sub-process defines the activities that occur after the inspection for compliance, non-compliance, and escalation to the case management process as needed.	Compliance Manager

Sub-Processes

The diagram(s) below depicts the consolidated inspection sub-processes (referred to as level 1). Any further expansions will follow as level 2 sub-processes.

Prepare for Inspection (0.1)

The diagram below is the expansion of the collapsed process box 0.1 in the level 0 diagram for consolidated inspection business process.



The table below lists and describes all activities included in the diagram provided above.

#	Activity Label	Activity Description	Actors
Start 0.1	Prepare for inspection	Sub-process 0.1 starts. It covers all the activities normally performed before an inspection is conducted. Note that the steps in this sub-process are not necessarily performed sequentially and some steps may overlap.	N/A

#	Activity Label	Activity Description	Actors
0.1.1	Identify inspectable units and generate schedule	<p>This activity is performed as follows:</p> <ul style="list-style-type: none"> • The appropriate inspectable units listing is created or generated for the business area. Currently in the Surface Mining and Reclamation Division, the inspectors create this listing. In other areas, a coordinator or administrator performs this activity. • Based on system permissions, the user will have the ability to create an inspectable units list according to risk factors and priority levels defined in the system according to the business unit. • Multiple inspectable unit listings can be generated and each can be given a name, to distinguish one from the others, for example, "Pipeline Standard Comprehensive 2018." • Inspectable units are selected as inspectable unit items and each is given a start and end date. • Inspectable units can be compiled into a master listing. <p>The scheduling function should ideally include capabilities for accepting risk and prioritization factors per industry best practices.¹</p>	System Administrator, Administrative Staff

¹ "Enforcement needs to be risk-based and proportionate: the frequency of inspections and the resources employed should be proportional to the level of risk and enforcement actions should be aiming at reducing the actual risk posed by infractions." ECD (2014), Regulatory Enforcement and Inspections, OECD

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#	Activity Label	Activity Description	Actors
0.1.2	Determine type of inspection needed (routine/ incident/complaint)	<p>Notification of an incident or complaint is logged in the system as either an incident report or a complaint report by the appropriate user.</p> <p>For other forms of notifications, i.e., an industry activity or an inspection request, an inspection assignment is entered into the system by the appropriate user.</p>	System Administrator, Administrative Staff, Incident or Complaint Intake Staff
0.1.3	Assign inspections	<p>The inspectors are assigned inspections (inspection list for an inspectable entity). Assignment is tied to the inspector's user account and will be displayed on the inspector's dashboard under new assignments.</p> <p>For backcheck inspections (Oil & Gas Division), the inspector selects the site.</p> <p>Business areas may want to consider rotating inspectors instead of having the same inspector inspect the same entity repeatedly.²</p>	Compliance Manager, Inspector
0.1.4	Research existing information	<p>The inspector performs information gathering prior to conducting the actual inspection. The user will be able to access historical inspection information from the system and will have a checklist and job aids available to conduct the research and inspection.</p> <p>Alternative fuels inspectors use GIS software (XMap) to locate installations.</p>	Inspector

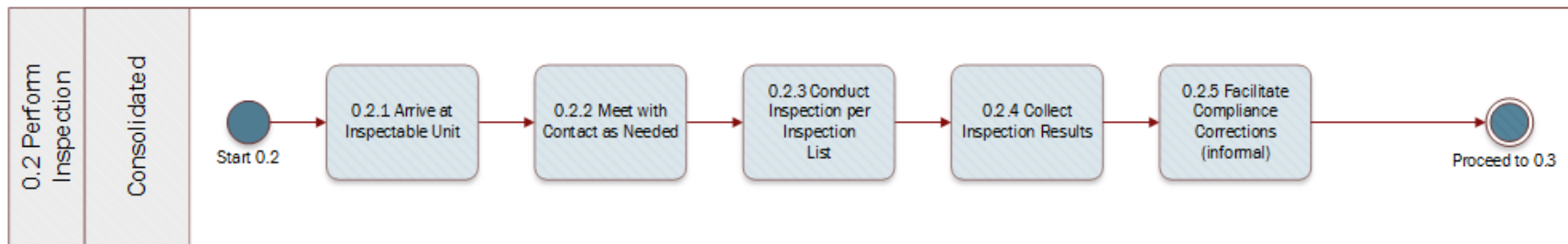
Publishing, Paris. <http://dx.doi.org/10.1787/9789264208117-en>

² "Rotate inspectors to avoid formation of unhealthy relationships with the regulated public." Good Practices for Regulatory Inspections: Guidelines for Reformers, December 2005, Prepared for the World Bank Group, by Scott Jacobs and César Cordova, <http://www.fao.org/sustainable-food-value-chains/library/details/en/c/273986/>

#	Activity Label	Activity Description	Actors
0.1.5	Coordinate logistics	<p>The inspector will plan the travel to the inspection site and will coordinate timings of other inspections to be performed on a given day of the inspection. This would include an interface to a GIS system for navigation as well as to improve the identification of inspectable entities.</p> <p>For surface mining inspections, the section manger prepares notification when a bond is released.</p>	Inspector, Compliance Manager

Perform Inspection (0.2)

The diagram below is the expansion of the collapsed process box 0.2 in the level 0 diagram for consolidated inspection business process.



The table below lists and describes all activities included in the diagram provided above.

#	Activity Label	Activity Description	Actors
Start 0.2	Perform inspection.	Sub-process 0.2 starts. It covers all the activities normally performed during the actual inspection.	N/A
0.2.1	Arrive at inspectable unit	The inspector travels to the location of the inspectable unit at the scheduled time.	Inspector

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#	Activity Label	Activity Description	Actors
0.2.2	Meet with contact as needed	If necessary, the inspector is to meet the designated contact at the inspectable unit's location. Any protocol applicable to the type of inspection and business unit is followed before inspection is to begin. If meeting with the contact is not applicable, the inspector proceeds with conducting the inspection per the inspection list (step 0.2.3). If meeting the contact is required and access to the inspectable unit is disallowed, the inspector documents the refusal into the system and proceeds with submitting inspection results.	Inspector
0.2.3	Conduct inspection per inspection list	The inspector performs the necessary steps to complete the proper type of inspection using system-generated checklists and/or guides applicable to the particular type of inspection being performed. Observations are documented, and photographs will be taken, if required.	Inspector
0.2.4	Collect inspection results	The inspector collects and records the findings for each inspection criterion for the inspection list in the system. Each inspection criterion that was evaluated must be determined to be in compliance, non-compliance, or not applicable. In addition, the inspector updates the company's information, enters general inspection comments, includes any missing location-related information, and uploads attachments.	Inspector

#	Activity Label	Activity Description	Actors
0.2.5	Facilitate compliance corrections (informal)	The inspector has the option to give the opportunity to correct any non-compliance issues before a formal notice is created. The inspector engages with the operator in order to make corrections. The communication may be verbal or written and should be recorded in the inspection report comments by the inspector.	Inspector

Document Inspection Results (0.3)

The diagram below is the expansion of the collapsed process box 0.3 in the level 0 diagram for consolidated inspection business process.



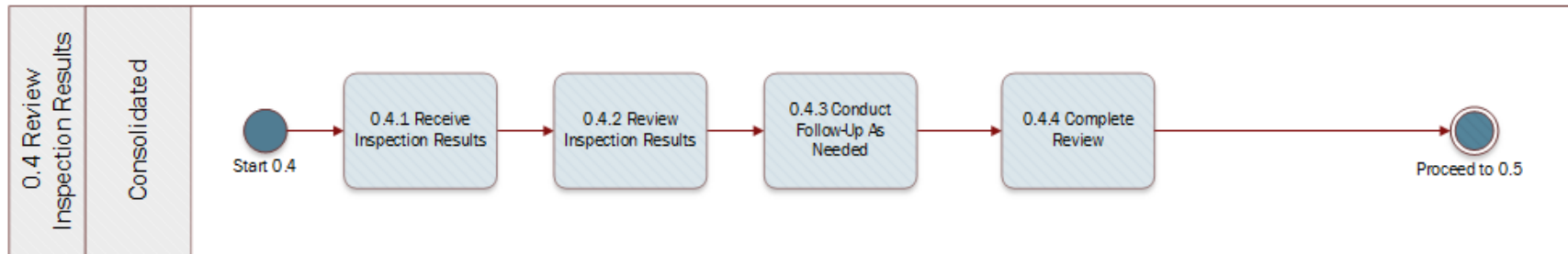
The table below lists and describes all activities included in the diagram provided above.

#	Activity Label	Activity Description	Actors
Start 0.3	Document inspection results	Sub-process 0.3 starts. It covers all the activities normally performed to finalize the findings and observations and submitting the inspection report for review.	N/A
0.3.1	Document findings/observations (electronic)	The inspector continues to enter inspection data or results into the system and includes any other pieces of supporting information, such as attachment files.	Inspector

#	Activity Label	Activity Description	Actors
0.3.2	Submit inspection results	Upon completion of the inspection report information in the inspection report, the inspector saves or certifies the report and submits it for review by the appropriate reviewer role.	Inspector

Review Inspection Results (0.4)

The diagram below is the expansion of the collapsed process box 0.4 in the level 0 diagram for consolidated inspection business process.



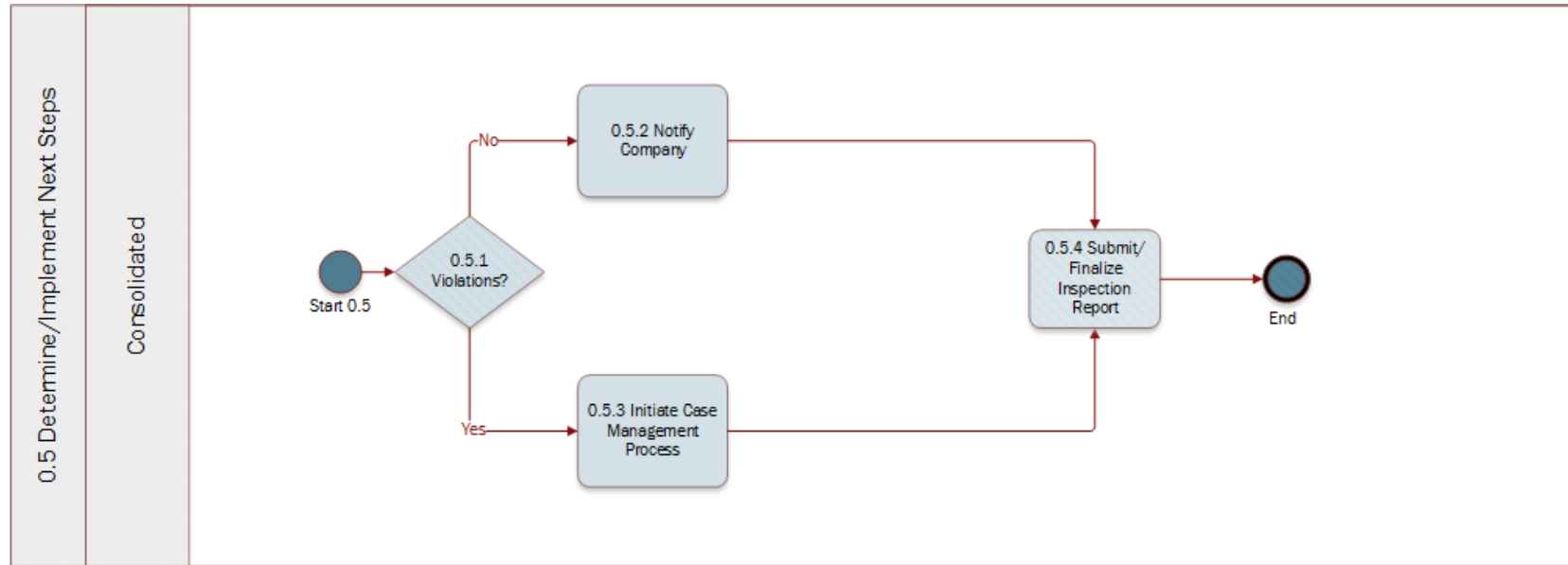
The table below lists and describes all activities included in the diagram provided above.

#	Activity Label	Activity Description	Actors
Start 0.4	Review inspection results	Sub-process 0.4 starts. It covers all the activities starting from receipt of the inspection report by the reviewer role from the inspector, conducting the review, following up on corrections and re-inspections, up to completing the review.	N/A
0.4.1	Receive inspection results	Delivery of inspection result information is automatically done by the system queue that facilitates electronic receipt, rule-based assignment to reviewer, rerouting as needed, and automated transitioning through a defined workflow handler.	Compliance Manager

#	Activity Label	Activity Description	Actors
0.4.2	Review inspection results	The reviewer role conducts a comprehensive review of the inspection report. While not all business areas review inspections, it is recommended that reviews be conducted as feasible to verify inspection results, ensure the inspection process is working, and validate the performance of inspectors.	Compliance Manager
0.4.3	Conduct follow-up as needed	The reviewer role sends correspondence to the company as needed and reviews any notification of corrections made. If a re-inspection is required, it is assigned in the system workflow to an inspector to perform. This activity loops until the reviewer is satisfied with the corrections.	Compliance Manager, Inspector
0.4.4	Complete review	The reviewer completes the review of the inspection report. The reviewer may choose to refer the company or inspectable unit for legal penalty action or send other correspondence as necessary.	Compliance Manager

Determine/Implement Next Steps (0.5)

The diagram below is the expansion of the collapsed process box 0.5 in the level 0 diagram for consolidated inspection business process.



The table below lists and describes all activities included in the diagram provided above.

#	Activity Label	Activity Description	Actors
Start 0.5	Determine/implement next steps.	Sub-process 0.5 starts.	N/A
0.5.1	Violations?	This gateway (exclusive) determines the next steps to be taken depending on the results of the inspection. If no violations were found, proceed to 0.5.2. If violations were found, proceed to 0.5.3.	Compliance Manager, Administrative Staff
0.5.2	Notify company	If no violations were found correspondence is generated to notify the company of the inspection results. Approval signatures are gathered electronically. The process then proceeds to step 0.5.4.	Compliance Manager, Administrative Staff

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#	Activity Label	Activity Description	Actors
0.5.3	Initiate case management process	This activity invokes the case management process (not part of this document). This process proceeds to 0.5.5.	Compliance Manager
0.5.4	Submit/finalize inspection report	This activity closes the inspection report by printing or by email, while the case management activities may or may not still be occurring. The inspection process ends.	Compliance Manager

User Roles

The following are the roles involved in the consolidated inspection process:

Role	Description
System Administrator	The system administrator has the ability to maintain application profile tables, user role dashboards, system functions, sub-functions, system codes, and risk factors. The system administrator also performs functions directly involved in inspections, such as generating and transmitting correspondence(s).
Compliance Manager	The compliance manager role is given review and approval rights. The compliance manager is primarily responsible for the internal remediation monitoring and enforcement functions within the consolidated inspection process.
Reviewer	The reviewer is assigned the role and has access to review and approve completed inspections.
Inspector	The inspector is assigned the role responsible for the front-line tasks of evaluating inspectable units according to the inspection list (criteria). The inspector role is responsible for the creation, update, maintenance, and submittal of inspections in the system.
Incident or Complaint Intake Staff	Incidents (includes accidents) and complaints are logged into the system and referred by the incident intake staff to the inspector assigned.
Other Read-Only Users	The read-only user role is given to anyone not granted the above user roles and are limited to read-only access.

Data Concepts

The following are the data that the consolidated inspection process requires in the future system:

Data Concept (Entity)	Description
Attachment	Document used to support inspection activities that is generated outside of the inspection system.
Company	Organization responsible for an inspectable entity.
Complaint	Notification by external person or group that a potential violation exists.
Contact	Representative of a company.
County	Political division of a state.
County Group	Group of counties established for work distribution purposes.

Data Concept (Entity)	Description
Generated Documents	Correspondence produced in support of communicating status and progress with an inspection, as well as solicit documentation and other activities.
Incident	Unintended adverse event which results in damage to property or people, or environmental consequence.
Inspectable Entity	Entity being inspected.
Inspectable Unit	Collection of inspectable entities at a location for a company.
Inspection Criteria	Constraints, demands, necessities, needs or parameters that must be met or satisfied by an inspectable entity.
Inspection Group	Original inspection and all associated re-inspections.
Inspection	Activity performed to confirm compliance with rules, regulations or other written guidance for a single inspectable entity.
Inspection Result	Result of performing an inspection; can be either a confirmation of compliance or a violation.
Inspection Report	Summary of inspection findings including violations and violation dispositions.
Inspection Schedule	Time assignment for inspections with schedule granularity ranging from assignment for a given year to assignment to a given day.
Investigation	Activities performed in order to assess a complaint or incident. This may include an inspection.
Location	A particular place or position.
Master Inspectable Entity List	Inventory of all inspectable entities within jurisdiction of a given area.
Notification	Starting point for a complaint, incident, activity, or request which may result in an inspection. If a new inspection is required, a new notification is created, or the existing notification is updated and re-sent.
Pre-Inspection	Activities performed in advance of an inspection to prepare for conducting the inspection.
User	Person involved in the inspection process.
Vendor	Like supplier/installer/manufacturer.

Generated Documents

The following are documents and reports that will need to be generated by the future system. Please note that this is not an exhaustive list of documents needed by each business unit but a grouping of the types of documents that are needed.

Type of Document	Description
Notification of Non-Compliance or Violations	Letters are generated out of the system for inspection reports marked "completed" and with violations where a non-compliance notice has not already been generated.
Management Reports	<p>Reports are accessible to users with the correct access role. These are various reports that query the database for various purposes. For example, management reports of the following types will be needed:</p> <ul style="list-style-type: none"> • Reports for federal agencies (PHMSA, EPA, OSM, etc.) • Reports for state entities (LBB, TCEQ, etc.) • Performance measures • Reports for Commissioners, Executive Management, other management • Staff reports for managing workload
Inspection Reports	Inspection reports document the inspector's observations and inspection results.
Correspondence Letters	The different letters generated dependent on inspection package type and status. The future system will be expected to generate all currently used correspondence.

Queries and Searches

The following are queries and searches to be used in the future system:

Query or Search	Description
Incident	Search by incident date, incident type, incident location, notification date, inspectable entity name, inspectable entity ID, incident ID
Attachment	Search by attachment name, attachment type, attachment date, inspectable entity name, inspectable entity ID, company name, company ID
Company	Search by company name, company ID, company type, inspectable entity, inspectable entity ID, company license number, company county, company location
Complaint	Search by complaint ID, complaint location, complaint type, complaint date, inspectable entity name, inspectable entity ID, notification date, company name, company ID
Contact	Search by contact name, company name, company ID, inspectable entity name, inspectable entity ID, location
County	Search by county name

Query or Search	Description
County Group	Search by county name, district, region
Case Management	Search by case/docket number, inspectable entity name, inspectable entity ID, case/docket status
Generated Documents	Search by document name, document type, document date, inspectable entity name, inspectable entity ID, company name, company ID
Inspectable Entity	Search by inspectable entity name, inspectable entity ID, company name, company ID, entity type, district, county
Inspection Criteria	Search by criteria name, statute number, entity type, inspectable entity
Inspection Group	Search by inspectable entity, entity type, inspection date, location
Inspection	Search by criteria, inspectable entity, inspectable entity ID, entity type
Inspection Result	Search by inspectable entity, inspection ID, inspection date, entity type, inspection status
Inspection Report	Search by violation name, violation ID, inspection criteria, inspectable entity location, inspectable entity name, inspection status, inspectable entity ID, user name, begin date, end date, region, county
Inspection Schedule	Search by user name, inspection date, inspection location, company name, ID, region, county, inspectable entity name, inspectable entity ID
Investigation	Search by notification type, notification ID, user name, notification date, notification location, inspectable entity name, inspectable entity location, inspectable entity ID, company name, company ID
Location	Search by county name, city name, GIS coordinates
Master Inspectable Entity List	Search by inspectable entity name, inspectable entity ID, inspectable entity location, entity type, company name, company ID
Notification	Search by notification date, type, location, inspectable entity name, ID, company name, company ID
Pre-Inspection	Search by inspection date, location, inspectable entity name, inspectable entity ID, company name, company ID, user name
Inspectable Unit	Search by unit location, inspectable entity name, inspectable entity ID, company name, company ID, unit name, unit ID, region, contact name
User	Search by first name, last name, role, district, county, user type

Query or Search	Description
Vendor	Search by company name, ID, type, inspectable entity name, inspectable entity ID

Potential Integration Points

As part of the future system, it is envisioned that the following potential integration points will be implemented for increased efficiency and productivity:

Potential Integration Point	Description
GIS	GIS data used in the inspection process need to be accurate and up to date. The future system is envisioned to have real-time access to location data that field staff are updating in the system. Status of inspections are to be reflected real-time on the GIS map.
Data Reporting System	Users of the appropriate permission levels will be able to access online periodic and ad hoc reports using real-time data.
Notification System	Users of the appropriate permission levels will be able to perform functions of data entry, update, and assignment to inspectors using a notification system. Workflow from data intake to assignment to inspectors will be integrated in order to avoid duplicate entry and delay and will minimize errors.
Management Dashboard	To supplement the data reporting system, a robust dashboard application should be integrated within the future system to allow a real-time dashboard display for management.
User Portal	A self-service portal for users should be integrated within the future system, where users can launch or perform administrative functions such as calendar, changing passwords, the state's time and travel expense reporting systems, etc.
Media Interface System	A media interface system should be integrated within the future system to provide inspectors an automated way for uploading and organizing photos, videos, or other animation files for easier cataloging and searching.
Weather and other local environmental guides	Incorporate guides for inspectors and other field staff such as weather to assist them with travel planning and provide more environmental awareness.

Version History

Version #	Version Date	Description	Author
0.1	02/15/2018	Initial version	ISF
0.2	03/28/2018	To-Be process excerpt from initial version	M. Humphrey
0.3	04/13/2018	Review comments incorporated	M. Humphrey
1.0	04/16/2018	Prepared for solicitation	M. Humphrey

ATTACHMENT 19
INSPECTIONS SYSTEM CONCEPTUAL DATA MODEL
AND DATA DICTIONARY

Inspections Conceptual Data Model and Data Dictionary

Version 1.0

April 16, 2018

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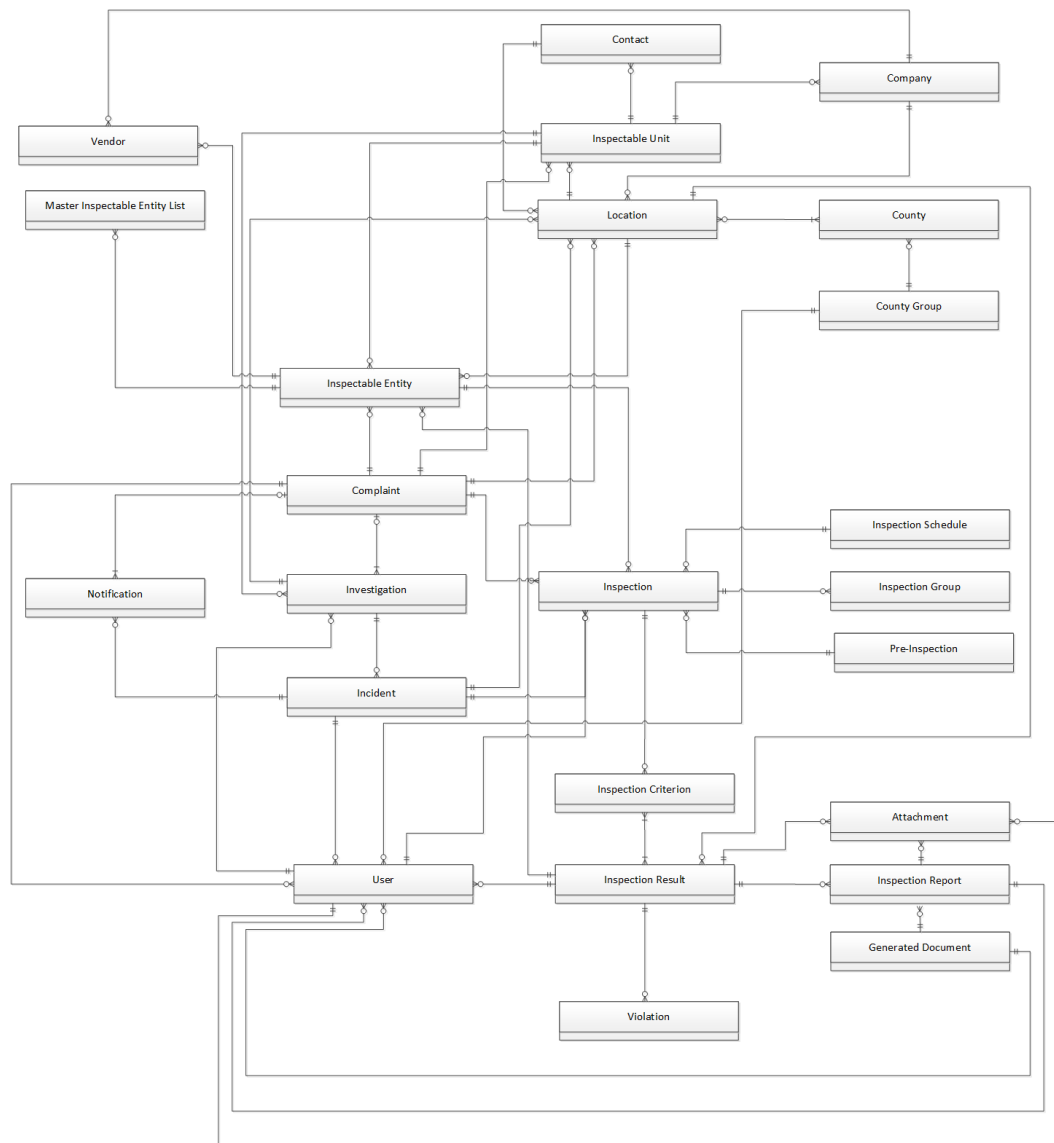
25 Version History..... 259

1 Conceptual Data Model

A data model represents the people, places, and things (entities) that are important to a business. A conceptual data model represents the first step in the data modeling process. It should be independent of any solution or technology and can be used to represent how the business perceives its information. The conceptual data model can be used to establish a consistent vocabulary and understanding of business entities, the attributes that describe them, and the relationships between them.

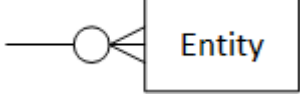
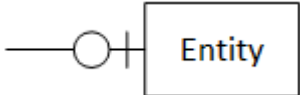
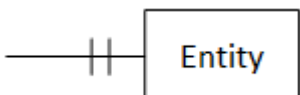
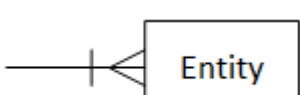
The conceptual data model for inspections is displayed below. Each entity in the diagram (shown in boxes) is described in a separate section after the diagram, with its attributes and relationships.

1.1 Data Model Diagram

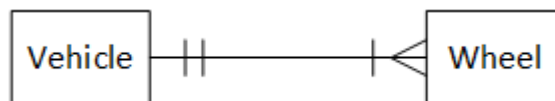


1.2 Definition of Relationship Lines

The relationship between entities in a data model is shown as a line connecting the entity boxes. Relationships indicate the minimum and maximum number of occurrences allowed on each side of the relationship, called cardinality, using “crow’s foot notation”. Common notations are shown in the table below.

Symbol	Meaning
	Any number (zero or more)
	Zero or one
	Only one
	One or more

The relationship between two entities is read in both directions. An example is shown below.



- A Vehicle may have one or more Wheels.
- A Wheel must belong to only one Vehicle.

The verb “must” is used when at least one occurrence is indicated, making the relationship mandatory. The verb “may” is used when zero occurrences are allowed, for an optional relationship.

2 Entity: Assigned Staff

Person involved in the inspection process

2.1 Attributes

The table below lists the attributes for the Assigned Staff entity.

Attribute Name	Description	Notes
Staff ID	Unique identifier for a user	
Name	First, middle, and last name of the staff member	
Job Title	Label representing the primary role of the user	
Manager/Supervisor	Reference to user who is the supervisor for the employee	
Role List	List of roles representing allowed capabilities within the inspection system	Examples include: <ul style="list-style-type: none">• Intake Staff• Inspector• Technical Reviewer• Section Manager• Safety Specialist• Compliance Coordinator• Administrator
Status	Indicator representing whether the user is active or not	
Authorized Date	Date that the user was officially active	
Phone Number	Telephone number for a user	
Email Address	Email address for a user	

2.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Assigned Staff entity and other entities:

- An Assigned Staff (member) may receive zero or more Complaints.
- An Assigned Staff (member) may document zero or more Incidents.
- An Assigned Staff (member) may conduct zero or more Investigations.

- An Assigned Staff (member) may be assigned to one County Group.
- An Assigned Staff (member) may conduct zero or more Inspections.
- An Assigned Staff (member) may document zero or more Inspection Results.
- An Assigned Staff (member) may upload zero or more Attachments.
- An Assigned Staff (member) may create or review zero or more Inspection Reports.

3 Entity: Attachment

File (.doc, .pdf, shape file, video, image, paper, etc.) used to support inspection activities that is generated outside of the inspection system

3.1 Attributes

The table below lists the attributes for the Attachment entity.

Attribute Name	Description	Notes
Attachment ID	Unique identifier for an attachment	
Attachment Status	Status of an attachment. (Example: Reviewed, Obsolete)	
Attachment Type	Categorization of attachment (scanned document, email, photo, etc.)	
File Format	Standard representing the encoding of a data file. This is often denoted by a software application that can view/edit the document (example - "Word" document)	
File Size	Size of the attachment as measured in kilobytes	
Name	Name provided by the user to describe the attachment	
Content	Actual content of the attachment	
Attachment Creation Date	Date that the attachment was produced, generated, or gathered	
Attachment Date/Time	Date and time that the attachment was associated with the Inspection Report	
Comment	Comment regarding an attachment	

3.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Attachment entity and other entities:

- An Attachment must illustrate only one Inspection Result.
- An Attachment must be uploaded by only one Assigned Staff (member).
- An Attachment must be associated with only one Inspection Report.

4 Entity: Company

Organization responsible for an Inspectable Entity

4.1 Attributes

The table below lists the attributes for the Company entity.

Attribute Name	Description	Notes
Company ID	Unique identifier for a company	Alternate names: Operator ID (O&G), Site ID (AFS)
Company Type	Category of relationship between a company and an Inspectable Entity (Example: Owner, Operator)	
Company Name	Name the company uses to identify itself	Alternate name: Operator Name (O&G)
Permits	List of permits and or licenses assigned to a company that authorize energy-related activities	Alternate name: License (AFS)
Company Status	Categorization of a company in terms of ability and permission to conduct energy related activities	Alternate names: Operator Status Code (O&G), License Status (AFS), Permit Status (SM)
Company Certification	Document certifying that a company can engage in energy-related activities	Types: P-5 Organization Report (O&G and PS), Licenses (AFS), Permit (SM and PS)

4.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Company entity and other entities:

- A Company must own one or more Locations (Company Address).

- A Company may own zero or more Inspectable Units.
- A Company may contract with zero or more Vendors.

5 Entity: Complaint

Notification by external person or group that a potential Violation exists

5.1 Attributes

The table below lists the attributes for the Complaint entity.

Attribute Name	Description	Notes
Complaint ID	Unique identifier for a complaint	
Complaint Reported Date/Time	Date and time that the complaint was reported	Alternate names: Discovery Date/Time (O&G), Received Date (AFS, SM, and PS)
Complainant Name	Person who reported the complaint	
Complainant Address	Address of the Complainant	
Complainant Phone Numbers	Phone numbers for complainant	
Complainant Email Address	Email address for complainant	
Complaint Categories	Descriptors used to categorize a complaint	<p>Examples:</p> <ul style="list-style-type: none"> • Formal • Jurisdictional • Non-jurisdictional • Pollution • Safety-related • industry • Outside Agency • Field-Reported <p>Enforcement Action Flag</p>
Complaint Description	Description of the specifics of the complaint	
Complaint Resolution Status	Status of the complaint resolution	Alternate names: Complaint Status (O&G, AFS, and PS), Resolved Flag (SM)

Attribute Name	Description	Notes
Complaint Resolution Description	Description indicating how the complaint was resolved	Alternate names: Corrective Action Description (O&G), Correction (AFS), Resolution Notes (SM), Corrective Action (PS)

5.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Complaint entity and other entities:

- A Complaint may be made against one Inspectable Entity.
- A Complaint may be made against zero or more Locations.
- A Complaint must be received by only one Assigned Staff. (Intake Staff)
- A Complaint may initiate one or more Investigations.
- A Complaint may generate one or more Notifications.
- A Complaint may be addressed by zero or more Inspections.

6 Entity: Contact

Representative of a Company

6.1 Attributes

The table below lists the attributes for the Contact entity.

Attribute Name	Description	Notes
Contact ID	Unique identifier for a contact	
Contact Name	Name of contact	
Contact Title	Official name for the role of the contact with the Company	
Contact Phone Numbers	Phone numbers for contact	
Contact Email Address	Email address for contact	
Contact Type	Categorization of a contact	(O&G) - Industry Complainant, Public (AFS) - Facility Contact (SM) - Company Rep, Outside Contact (PS) - Officer Unit Rep, Damage

6.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Contact entity and other entities:

- A Contact must be associated with one or more Inspectable Units.
- A Contact may be located at zero or more Locations. (Contact Address)

7 Entity: County

Political division of a state

7.1 Attributes

The table below lists the attributes for the County entity.

Attribute Name	Description	Notes
County ID	Unique identifier for a county	
County Name	Name of county	

7.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the County entity and other entities:

- A County may contain zero or more Locations.
- A County must belong to one or more County Groups.

8 Entity: County Group

Group of one or more Counties established for work distribution purposes

8.1 Attributes

The table below lists the attributes for the County Group entity.

Attribute Name	Description	Notes
County Group ID	Unique identifier for a county group	District Number (O&G and AFS) Region Number (PS) Not used by SM
Group Name	Identifier used to refer to a county group for a process area	Alternate names: District (O&G, AFS), Region (PS)

Attribute Name	Description	Notes
Process Area	Process area associated with a county group	Oil & Gas Alternative Fuels Safety Surface Mining Pipeline Safety

8.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the County Group entity and other entities:

- A County Group must contain one or more Counties.
- A County Group may be assigned to zero or more Assigned Staff.

9 Entity: Incident

Event which could potentially result in damage to property or people, environmental consequence, or which otherwise warrants additional action such as an Investigation

9.1 Attributes

The table below lists the attributes for the Incident entity.

Attribute Name	Description	Notes
Incident ID	Unique identifier for an incident	Alternate names: Incident Number (O&G), Accident Number (AFS)
Incident Status	Status of an incident	
Start Date	Date the incident started	Alternate name: Discovery Date/Time (O&G)
End Date	Date the incident finished	
Incident Type	Categorization of an incident	(O&G) - Incident Type and Category (AFS) - Fuel Type (SM) - Incident Type (PS) - Suspected Cause
Incident Priority	Assessment of severity of an incident	Alternate names: Priority (O&G), Severity (AFS and PS)
Incident Description	Description of the specifics of the incident	

9.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Incident entity and other entities:

- An Incident must occur at only one Location.
- An Incident must be reported to only one Assigned Staff. (Intake Staff)
- An Incident may initiate one Investigation.
- An Incident may generate one Notification.
- An Incident may be addressed by zero or more Inspections.

10 Entity: Inspectable Entity

Entity being inspected. Also known as “regulated entity”.

10.1 Attributes

The table below lists the attributes for the “Inspectable Entity” entity.

Attribute Name	Description	Notes
Inspectable Entity ID	Unique ID for an inspectable entity	Varies by type
Description	Text describing an inspectable entity or providing a name for the inspectable entity	
Process Area	Process area associated with an inspectable entity	Oil & Gas Alternative Fuels Safety Surface Mining Pipeline Safety
Entity Type	Categorization of an inspectable entity	(O&G) - Well, Trucks, Plants, Permitted Pit, Pipeline (AFS) - Site, Facility, Vehicle (SM) - Inspectable Unit (PS) - System
Characteristics	List of labels and potential values used to characterize or describe an inspectable entity	Varies by type

10.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the “Inspectable Entity” entity and other entities:

- An Inspectable Entity may belong to one Master Inspectable Entity List.
- An Inspectable Entity may be grouped into one Inspectable Unit.
- An Inspectable Entity must belong to only one Location.
- An Inspectable Entity may be operated by zero or more Vendors.
- An Inspectable Entity must be the source of only one Complaint.
- An Inspectable Entity may be inspected during zero or more Inspections.
- An Inspectable Entity may be assessed by zero or more Inspection Results.

11 Entity: Inspectable Unit

Collection of one or more Inspectable Entities at a location for a Company

11.1 Attributes

The table below lists the attributes for the Inspectable Unit entity.

Attribute Name	Description	Notes
Inspectable Unit ID	Unique identifier for an inspectable unit	Varies by type
Unit Description	Text describing an inspectable unit or providing a name for the inspectable unit	Varies by type
Unit Type	Categorization of an inspectable unit	(O&G) - Lease, Facility, or Site (SM) - Coal Mine, Uranium Exploration Permit (PS) - Distribution, Master Meter, Statewide Not used by AFS

11.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Inspectable Unit entity and other entities:

- An Inspectable Unit may contain zero or more Inspectable Entities.
- An Inspectable Unit must be located in only one Location.
- An Inspectable Unit must belong to one or more Companies.
- An Inspectable Unit must have one or more Contacts.
- An Inspectable Unit may be the subject of zero or more Investigations.

12 Entity: Inspection

List of one or more Inspection Criteria that can be used to confirm compliance with rules, regulations, or other written guidance for a single Inspectable Entity

12.1 Attributes

The table below lists the attributes for the Inspection entity.

Attribute Name	Description	Notes
Inspection ID	Unique identifier for an inspection	Alternate name: File Number (AFS)
Inspection Type	Categorization of the inspection in terms of which criteria are required to be assessed	Alternate name: Installation Type (AFS)
Inspection Interval	Maximum time interval between inspections based on the inspection type	
Inspection Status	Indicator whether the inspection has not been started, is in progress, has been completed, or has been certified	
Scheduled Inspection Date	Date when inspection is scheduled to be performed	
Inspection Origination Source	Categorization of the inspection in terms of what initiated the inspection such as an inspection schedule, field-initiated, complaint, incident, etc.	Alternate names: Inspection Reason (AFS), Inspection Type (PS)
Start Date and Time	Date gathering the result of assessing an Inspection Criterion was started	
End Date and Time	Date gathering the result of assessing an Inspection Criterion was completed	

12.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Inspection entity and other entities:

- An Inspection may be included in one Inspection Schedule.

- An Inspection may address one Complaint.
- An Inspection may address one Incident.
- An Inspection may be preceded by one Pre-Inspection.
- An Inspection may inspect zero or more Inspectable Entities.
- An Inspection may be worked by zero or more Assigned Staff (Inspectors).
- An Inspection must assess one or more Inspection Criteria.
- An Inspection may belong to zero or more Inspection Groups.

13 Entity: Inspection Criterion

Aspect of the Inspectable Entity that is being measured or assessed based on statutes, rules, or regulations

13.1 Attributes

The table below lists the attributes for the Inspection Criterion entity.

Attribute Name	Description	Notes
Criterion ID	Unique identifier for an inspection criterion	
Governing Guidance	Statute, regulation, or rule determining requirements for compliance	(O&G) - Statute, Rule, Regulation (AFS) - Rule Book and Rule Number (SM) - Regulation (PS) - Statute, Rule, Regulation
Inspection Instructions	Instructions to inspector regarding how compliance should be assessed	Alternate name: Standard Operating Guidelines (AFS and PS)

13.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Inspection Criterion entity and other entities:

- An Inspection Criterion must be included in one or more Inspections.
- An Inspection Criterion may yield one or more Inspection Results.

14 Entity: Inspection Group

Original inspection and all associated re-inspections

14.1 Attributes

The table below lists the attributes for the Inspection Group entity.

Attribute Name	Description	Notes
Inspection Group ID	Unique identifier for an inspection group	
Inspection Group Status	Indicator whether initial and follow-up inspections have been completed	Alternate name: Follow-up Status (O&G and SM) Not used by AFS and PS

14.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Inspection Group entity and other entities:

- An Inspection Group may contain zero or more Inspections.

15 Entity: Inspection Report

Summary of one or more Inspection Results

15.1 Attributes

The table below lists the attributes for the Inspection Report entity.

Attribute Name	Description	Notes
Inspection Report	Unique identifier for an inspection report	
Inspection Date	Date when an inspection was completed	
Inspection Review Dates	Dates that inspection reviewers completed reviews	
Inspection Status	Indicator whether the inspection report has not been submitted, is in review, has completed review, or has been certified	Inspection Status Complete/Incomplete Inspection Status Inspection Status

15.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Inspection Report entity and other entities:

- An Inspection Report must contain one or more Inspection Results.
- An Inspection Report must be created by/reviewed by one or more Assigned Staff.
- An Inspection Report may be associated with zero or more Attachments.

16 Entity: Inspection Result

Result of performing an inspection; can be either a confirmation of compliance, compliance concern, or an alleged Violation

16.1 Attributes

The table below lists the attributes for the Inspection Result entity.

Attribute Name	Description	Notes
Result ID	Unique identifier for an inspection result	
Result	Indicator whether the inspection result was compliant, non-compliant, or non-applicable for the associated Inspection Criterion	Alternate name: Rule Citation (AFS)
Location	Reference to a Location associated with an inspection result	Location Location Location Location
Starting Mileage	Mileage reported at the start of an inspection	Not used by AFS, SM and PS
Ending Mileage	Mileage reported at the end of an inspection	Not used by AFS, SM and PS

16.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Inspection Result entity and other entities:

- An Inspection Result must document compliance with one or more Inspection Criteria.
- An Inspection Result may record compliance for zero or more Inspectable Entities.
- An Inspection Result must be determined by only one Assigned Staff (Inspector).
- An Inspection Result may be illustrated with zero or more Attachments.
- An Inspection Result may result in one or more Violations.
- An Inspection Result must be included in only one Inspection Report.

Entity: Inspection Schedule

Time assignment for scheduled inspections with schedule granularity ranging from assignment for a given year to assignment to a given day

16.3 Attributes

The table below lists the attributes for the Inspection Schedule entity.

Attribute Name	Description	Notes
Inspection Schedule ID	Unique identifier for an inspection schedule	
Risk Factors	Aspects of an inspectable entity that result in risk to public safety or the environment. Risk factors are used in auto-generating the inspection schedules	
Inspection Year	Year of planned inspection for process areas that prepare annual schedules	AFS uses Fiscal Year, PS uses Calendar Year Not used by O&G and SM
Inspection Date	Year, month, and day of a planned inspection.	Alternate name: Back check Date (O&G)

16.4 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Inspection Schedule entity and other entities:

- An Inspection Schedule may plan zero or more Inspections.

17 Entity: Investigation

Activities performed to assess a Complaint or Incident. This may include an inspection.

17.1 Attributes

The table below lists the attributes for the Investigation entity.

Attribute Name	Description	Notes
Investigation ID	Unique identifier for an investigation	
Description	Text describing the results of an investigation	

17.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Investigation entity and other entities:

- An Investigation may address one Complaint.
- An Investigation may address one Incident.
- An Investigation must assess only one Inspectable Unit.
- An Investigation must assess only one Location.
- An Investigation must be worked by one or more Assigned Staff (Inspector).

18 Entity: Location

A particular place or position

18.1 Attributes

The table below lists the attributes for the Location entity.

Attribute Name	Description	Notes
Location ID	Unique identifier for a location	Alternate name: Site ID (AFS)
Street Address	Address of the location including street, city, state, and zip code	Alternate names: Mailing Address (AFS and SM), Physical Location (PS)
Directions	Driving directions to reach a location	
GPS Coordinates Format	Indicator of which data elements are included in the GPS coordinates	
Latitude	Angular distance north or south of the equator	Decimal Degrees OR Degrees, Minutes, and Seconds Decimal Degrees Decimal Degrees or Degrees, Minutes, Seconds
Longitude	Angular distance east or west of the Greenwich meridian	Decimal Degrees OR Degrees, Minutes, and Seconds Decimal Degrees Decimal Degrees or Degrees, Minutes, Seconds
State Plane Coordinates	X and Y coordinates of location specified using the state plane coordinate system	

18.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Location entity and other entities:

- A Location may house zero or more Inspectable Units.
- A Location may house zero or more Inspectable Entities.
- A Location must exist in one or more County.
- A Location must be owned by only one Company.
- A Location must be overseen by only one Contact.
- A Location must be the subject of only one Complaint.
- A Location may be the location of zero or more Incidents.
- A Location may be the subject of zero or more Investigations.

19 Entity: Master Inspectable Entity List

Inventory of all Inspectable Entities within jurisdiction of a given process area

19.1 Attributes

The table below lists the attributes for the Master Inspectable Entity List entity.

Attribute Name	Description	Notes
Master Inspectable Entity List ID	Unique identifier for a master inspectable entity list	
Process Area	Process area associated with a master inspectable entity list	Oil & Gas Alternative Fuels Safety Surface Mining Pipeline Safety

19.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Master Inspectable Entity List entity and other entities:

- A Master Inspectable Entity List must contain one or more Inspectable Entities.

20 Entity: Notification

Starting point for a Complaint, Incident, industry activity, or inspection request that may result in an inspection. If a new inspection is required, a new notification is created

20.1 Attributes

The table below lists the attributes for the Notification entity.

Attribute Name	Description	Notes
Notification ID	Unique identifier for a notification	
Notification Type	Categorization of a notification	(O&G) - Industry Activities, Industry Incidents, Inspection Requests, Inspection, Complaints Not used by AFS, SM and PS
Notification Date/Time	Date and time that a notification was created	
Notification Category	Sub-categorization of a notification	(O&G) - Casing, Spills, Testing, Flares, Venting, Blowouts, Fires, H2S Incidents, Theft Not used by AFS, SM and PS
Comments	Additional information about a notification	
Industry Events	An occurrence such as the completion of site construction, plugging a bore hole, or shutting down a facility that may trigger an inspection	(AFS) - Truck Registration, New Category E License, Warning Tag Removal

20.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Notification entity and other entities:

- A Notification may be created from one Complaint.
- A Notification may be created from one Incident.
- A Notification may be requested by one Company.

21 Entity: Pre-Inspection

Activities performed in advance of an inspection to prepare for conducting the inspection

21.1 Attributes

The table below lists the attributes for the Pre-Inspection entity.

Attribute Name	Description	Notes
Pre-Inspection ID	Unique identifier for a pre-inspection	
Activity List	List of activities performed in advance of an inspection	(O&G and AFS) - Pre-Inspection Activities (SM and PS) - Inspection Preparation

21.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Pre-Inspection entity and other entities:

- A Pre-Inspection must be performed before only one Inspection.

22 Entity: Vendor

External company such as supplier, installer, manufacturer, or service provider

22.1 Attributes

The table below lists the attributes for the Vendor entity.

Attribute Name	Description	Notes
Vendor ID	Unique identifier for a vendor	Alternate name: License ID (AFS) Not used by SM and PS
Vendor Name	Name the vendor uses to identify itself	
License/Permit	Legal authorization to provide energy-related products and services	
Vendor Type	Categorization of a vendor	(O&G) - Plugger, Waste Hauler (AFS) - Installer, Manufacturer, Supplier

22.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Vendor entity and other entities:

- A Vendor must contract with one or more Companies.

- A Vendor may operate zero or more Inspectable Entities.

23 Entity: Violation

Non-compliance found with rules, regulations, or other written guidance. This may be an alleged or actual violation

23.1 Attributes

The table below lists the attributes for the Violation entity.

Attribute Name	Description	Notes
Violation ID	Unique identifier for a violation	
Comment	Text description of the violation	Alternate names: Violation Description (O&G), Rule Reference (AFS), Violation Description (SM), Notes (PS)
Violation Severity	Categorization of the impact of a violation to public safety and/or the environment	
Violation Type	Categorization of a violation	
Re-inspection Required	Indicator whether a re-inspection is required in the case of non-compliance	Alternate names: Back check Required (O&G), Follow-Up (AFS)
Issue Date	Date a violation was issued	Alternate name: Violation Discover Date (O&G)

23.2 Relationships to Other Entities

Listed below are the relationships described in the diagram between the Violation entity and other entities:

- A Violation may be the result of one Inspection Result.

24 Version History

Version #	Version Date	Description	Author
0.1	03/05/2018	Initial version	ISF
0.2	03/28/2018	Format changed for consistency	M. Humphrey
1.0	04/16/2018	Prepared for solicitation	M. Humphrey

ATTACHMENT 20
INSPECTION SYSTEM HIGH LEVEL FEATURES

High-Level Inspection Functionality Prioritization

The tables below describe high-level features needed to implement the inspections business process documented in Attachment 18. Each feature is prioritized as “Must Have” or “Nice to Have”.

Prepare for Inspection Features

Feature	Brief Description	Feature Priority
The product can identify inspectable units.	The system should generate the appropriate inspectable units for the business area according to risk factors and priority levels defined in the system according to the business unit.	Must Have
The product can generate inspectable unit listings.	The system should generate multiple inspectable unit listings and give each a name. Inspectable units should be able to be compiled into a master listing.	Must Have
The product can generate an inspection schedule.	The system should give each inspectable unit a start and end date. The scheduling functions should ideally include capabilities for accepting risk and prioritization factors per industry best practices. In addition, users should be able to coordinate timings of other inspections to be performed on any given day. Users should have the ability to generate schedules on a yearly to daily basis.	Must Have
The product can allow for different categories of inspections.	Users should be able to select the type of inspection needed: routine, resulting from an incident, or resulting from a complaint.	Must Have
The product can allow external (industry, public) users to create submissions.	Users outside the agency should be able to create and submit a limited number of notifications such as enter a complaint or alert the RRC to a potential accident.	Must Have
The product can allow internal (RRC staff) users to create submissions.	Users internal to the RRC should be able to create notifications and complaints.	Must Have

Feature	Brief Description	Feature Priority
The product can allow a user to assign inspections.	Users should be able to assign inspections, tied to the inspector's user account, and displayed on the inspector's dashboard.	Must Have
The product can retain historical inspection related information.	Users should be able to review past inspection results in the system.	Must Have
The product can allow for the creation of checklists and job aids for the inspection process.	Users should be able to tailor checklists and job aids based on the type of inspectable entity and the type of inspection to be performed.	Must Have
The product can integrate with ESRI ArcGIS products for navigation.	Users should be able to plan their travel to the inspection site to include an interface to a GIS system for navigation as well as to improve the identification of inspectable entities.	Must Have

Perform Inspection Features

Feature	Brief Description	Feature Priority
The product will facilitate the inspection process.	Users should be able to complete the proper type of inspection using system-generated checklists and/or guides applicable to the particular type of inspection being performed.	Must Have
The product will facilitate the collection of inspection results.	Users should be able to collect and record the findings for each inspection criterion for the inspection list in the system. Each inspection criterion must be determined to be in compliance, non-compliance, or not applicable. In addition, the user should be able to enter general inspection comments.	Must Have
The product will allow for the maintenance of company and contact information.	Users should be able to update the company's information as well as any location-related information during the inspection process.	Must Have
The product can allow a user to attach documents to a submission.	Users should be able to upload attachments to non-compliance and inspection results, including photos, videos, text documents, and scanned files.	Must Have
The product can allow a user to view attached documents.	Users should be able to view the contents of attached documents without editing them.	Must Have

Feature	Brief Description	Feature Priority
The product can allow a user to print attached documents.	Users should be able to print the contents of attached documents.	Must Have
The product can pre-populate data into a submission, when possible, from a previous submission, reference list, or integration source.	Various fields should autofill with predetermined data.	Must Have
The product can facilitate compliance corrections onsite.	Users have the option to give the opportunity to correct any non-compliance issues before a formal notice is created. The communication may be verbal or written and users should be able to record in the inspection report comments.	Must Have

Document Inspection Results Features

Feature	Brief Description	Feature Priority
The product can allow a user to document findings and observations.	Users should be able to enter inspection data or results into the system and include any other pieces of supporting information, such as attachment files.	Must Have
The product can allow a user to print a completed submission as a copy of record.	Users should be able to print the submission with all entered and pre-populated data.	Must Have
The product can allow a user to save an incomplete submission.	Users should be able to save submissions as works in progress	Must Have
The product can allow a user to cancel or withdraw a submission.	Users should be able to cancel or withdraw a submission for a variety of reasons.	Must Have
The product can allow a user to edit a saved submission.	Users should be able to edit an earlier saved submission.	Must Have
The product can allow a user to electronically sign a submission.	Users should be able to sign submissions electronically online.	Must Have
The product can allow a user to submit inspection results for review.	Upon completion of the inspection report information in the inspection report, the user should be able to save and certify the report and submit it for review by the appropriate reviewer role.	Must Have

Review Inspection Results Features

Feature	Brief Description	Feature Priority
The product can route inspection results to reviewers.	The system should deliver inspection result information automatically in the system queue that facilitates electronic receipt, rule-based assignment to reviewer, rerouting as needed, and automated transitioning through a defined workflow handler.	Must Have
The product can allow a submission to be assigned to one or more internal users for workflow activities.	Users should be able to assign submissions for processing using an internal workflow queue.	Must Have
The product provides the ability to manage the state/status of a submission through the workflow.	Users should be able to manage and monitor the status and progress of a submission through the workflow queue.	Must Have
The product can provide work queues/lists for reviewers, with sort and filter capabilities.	Users should be able to select reviewers and monitor their progress.	Must Have
The product can allow a user to lock a submission being reviewed to restrict editing by other users.	Users should be able to lock submissions, so they cannot be edited by other users.	Must Have
The product can allow a user with administrative rights to unlock a locked submission.	Users with certain administrative rights should be able to override and unlock a submission locked by someone else.	Must Have
The product can generate a variety of forms and notices.	Users should be able to generate correspondence regarding inspections.	Must Have
The product can allow a notification to the case management process.	When required by the business rules, users should be able to alert the case management process to begin. This will include the ability to issue penalties.	Must Have
The product can route inspection results to reviewers.	The system should deliver inspection result information automatically in the system queue that facilitates electronic receipt, rule-based assignment to reviewer, rerouting as needed, and automated transitioning through a defined workflow handler.	Must Have

Determine/Implement Next Steps Features

Feature	Brief Description	Feature Priority
The product can allow a user to configure various workflows based upon violations and compliance status.	Users should be able to follow a workflow for generating various correspondences and conducting follow-up on an inspection.	Must Have
The product can facilitate compliance corrections electronically.	Users should be able to engage with companies and contacts in attempts to remedy any non-compliance findings. This activity may occur iteratively and in multiple times. The system should retain a record of these activities.	Must Have

Search Features

Feature	Brief Description	Feature Priority
The product can provide the ability to search data using pre-defined criteria.	Users should be able to perform a wide variety of searches on incidents, companies, inspection results, etc.	Must Have
The product can allow a user to sort and filter search results.	Users should be able to sort and filter on their search results.	Must Have
The product can allow a user to download search results.	Users should be able to download search results in text, CSV, and other formats.	Must Have
The product can allow a user to print search results.	Users should be able to print search results.	Must Have

Reporting Features

Feature	Brief Description	Feature Priority
The product can provide the ability to generate reports and statistics.	Users should be able to generate a wide variety of reports.	Must Have
The product can allow a user to export documents to PDF, MS Word, or MS Excel.	Users should be able to download reports in a variety of formats.	Must Have
The product can populate a management dashboard.	Users should be able to view a robust dashboard within the system in order to allow the display of real-time information for management.	Nice to Have

Administrative Features

Feature	Brief Description	Feature Priority
The product can provide the ability for a user with administrative rights to define and manage lists of reference data.	Users with the highest level of permission ("administrative rights") should be able to change system settings, including reference data.	Must Have
The product can provide the ability for a user with administrative rights to define and manage data entry validations.	Users with the highest level of permission ("administrative rights") should be able to change system settings, including data entry validations.	Must Have
The product can provide the ability for a user with administrative rights to define and manage business rules.	Users with the highest level of permission ("administrative rights") should be able to change system settings, including managing business rules.	Must Have
The product provides event log or audit trail functionality.	The system should provide a record of activities as evidence of all system transactions and changes.	Must Have

Security Features

Feature	Brief Description	Feature Priority
The product provides role-based user authentication and access control, from read-only through administrative access.	The system should provide role-based access control defined around roles and privileges.	Must Have
The product functions in a secure manner for transport and processing of data.	The system should provide secure data transport.	Must Have

Flexibility/Accessibility Features

Feature	Brief Description	Feature Priority
The product can accommodate evolving business processes, rules, and regulations with no or minimal customization.	The system should be flexible to meet the changing business processes, rules, and regulations followed by the RRC with little external support.	Must Have

Feature	Brief Description	Feature Priority
The product provides the ability for configuration by non-programming staff.	The system should be flexible to meet the changing business processes, rules, and regulations followed by the RRC with little external support, including IT staff.	Must Have
The product is compliant with Section 508 accessibility standards.	The system should meet all federal and state accessibility requirements.	Must Have
The product provides the ability to incorporate RRC branding and user interface styles.	The system should accommodate RRC's logo and other look-and-feel considerations.	Nice to Have
Offline usability	The product can be functional even if there is no connectivity and saving data offline and synchronize all the data when its online.	Must have
Compatibility with multiple platforms	The product must conform with responsive design principles, such as mobile, laptop, desktop, other.	Nice to Have

Integration Features

Feature	Brief Description	Feature Priority
The product can integrate with Oracle-based applications.	The system should integrate with the RRC's Oracle-based applications	Must Have
The product can integrate with MS Outlook.	The system should integrate with the RRC's current email program, Microsoft Outlook.	Must Have
The product can integrate with ESRI ArcGIS products.	The system should intergrade with RRC's current and future ArcGIS products.	Must Have
The product can integrate with an IBM mainframe using an IMS database.	The system should integrate with the RRC's IBM mainframe database.	Nice to Have