

**Department of Information Resources  
Cooperative Contract**

**Appendix C  
Statement of Work (SOW)**

**Railroad Commission of Texas**

Request for Offer No. 455-19-9038

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

**ISSUED:** July 17, 2019

**OFFER DUE:** On or before 3:00PM (CT) July 22, 2019

**Sole Point of Contact:**

Reese Miller, CTCD, CTCM

Phone: (512) 463-6752

Email: [reese.miller@rrc.texas.gov](mailto:reese.miller@rrc.texas.gov)

# Department of Information Resources

## Cooperative Contract

### Appendix C

### Statement of Work (SOW)

#### DEFINITIONS AND ACRONYMS:

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

**Addendum:** A modification of the RFO, issued by RRC and provided by RRC to potential offerors.

**Application Programming Interface (API):** A set of routines, protocols, and tools for building software and applications

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

**Content Services Platform (CSP):** A set of information technology services and microservices, embodied either as an integrated product suite or as separate applications that share common API'S and repositories, to exploit diverse content types and to serve multiple constituencies and numerous use cases across an organization.

**Computer Output Microfilm Writer: (COM)** A system that converts stored data directly to microfilm or microfiche

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

**CPA:** Texas Comptroller of Public Accounts

**Data Center Services (DCS):** The program overseen by Texas DIR that enables state agencies to access data center computing as a managed service.

**DIR:** Texas Department of Information Resources

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

**Digital Imaging:** The conversion of digital files, including, but not limited to, the process of converting digital to microfilm/fiche and microform to digital.

**Document Imaging:** The conversion of paper files (of any size or description) or microfilm/fiche to digital images.

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**Document Imaging Systems:** Imaging systems including, but not limited to, microfilm, on demand printers, facsimile machines, copiers, multifunction printers, document scanners, COM and archive writers, and document indexing service.

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

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

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

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

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

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

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

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

**Request for Offer (RFO):** The document so titled and all exhibits, attachments, and appendices thereto and/or incorporated by reference as though fully set forth therein.

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

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

**SaaS:** Software as a Service.

**Scope of Work:** a section within a Statement of Work that provides detailed specifications of the goods and/or services to be provided under the agreement.

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

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

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

**Workplan:** A formal description of the work to be completed along with the approach(es), cost, schedule, resources needed, and assumptions/constraints).

## **Part 1: NOTICE TO OFFERORS**

### **1.1 INTRODUCTION**

The Railroad Commission of Texas intends to enter into a services contract with one or more qualified Vendors engaged in a Texas DIR cooperative contract for Document Imaging and Enterprise Content Management (ECM) Products, Software and Services, and Related Services.

All work shall be performed in accordance with all terms and conditions of the contract, including, but not limited to, those stated within Vendor's applicable DIR cooperative contract and this RFO and the scope of work and specifications stated herein.

### **1.2 BACKGROUND**

RRC has a current Texas CPA Cooperative Contract for imaging services that expires August 31, 2019. The purpose of this solicitation is to replace the existing Texas CPA Cooperative Contract with a DIR Cooperative Contract that delivers like for like, or better, services in a manner that ensures continuity of existing services at or above current volume, quality, and consistency. RRC maintains records including some records more than one hundred years old, over 38 million images, and records that are used to provide information to the public and to perform RRC regulatory services.

Services under an awarded contract, if any, shall include but may not be limited to:

- Preparation of documents (hard copy formatting and electronic formatting) for imaging,
- Document imaging,
- Processing and storing of images,
- Managing and hosting of images,
- Providing electronic access to images and records, which may require Vendor providing access to incumbent Vendor's hosting and electronic access environment while interfacing with RRC custom application services.

RRC intends to issue a contract issued as a result of this RFO.

## **Part 2: INSTRUCTIONS TO OFFEROR**

### **2.1 GENERAL OFFER INSTRUCTIONS**

#### **2.1.1 STRICT ADHERENCE TO SUBMISSION DEADLINE**

Offeror'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.**

#### **2.1.2 EXECUTION OF OFFER.**

Failure of Vendor to include within Vendor's Offer Attachment 1 Execution of Offer, completed and signed, shall result in Vendor's Offer being deemed nonresponsive.

#### **2.1.3 OFFER LABELING/PACKAGING**

Offeror's Offer should be placed in an envelope/package and labeled with this RFO number, Contract Specialist's name (see table below), and the Offer due date and time. If submitting responses to multiple RFOs, Offeror must

submit each RFO response in a separate envelope/package and correctly label the outside of each Offeror's Offer envelope/package. It is the Offeror's responsibility to appropriately label and deliver the Offeror's Offer to RRC by the specified date and time for this RFO. Offeror must acknowledge receipt of all addenda, if any, to the RFO by including a signed copy of each addendum with Offeror's submitted Offer. Failure to acknowledge receipt of each addendum (if any) according to the instructions herein may result in the rejection of the Offeror's Offer.

#### **2.1.4 OFFER DELIVERY**

**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 Offerors to select their method of delivery from the delivery methods permitted herein. Offerors using hand delivery method are advised that RRC's Austin office does not open until 8:00AM (CT). Offerors should plan their delivery method accordingly. Offerors shall use the following address labeling information most applicable to Offeror's chosen delivery method:

<b><u>US Postal Service:</u></b> <b>RFO #455-18-9038</b> Railroad Commission of Texas Contract Management Dept. Reese Miller, Contract Manager PO Box 12967 Austin, TX 78711-2967	<b><u>Overnight or Hand Delivery:</u></b> <b>RFO #455-18-9038</b> Railroad Commission of Texas Contract Management Dept. Reese Miller, Contract Manager 1701 N. Congress Ave 10 <sup>th</sup> Floor Reception Desk Austin, TX 78701
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#### **2.1.5 PROHIBITED COMMUNICATIONS; SOLE POINT OF CONTACT**

Upon issuance of this RFO, RRC, its representative(s), and partners (if any) will not answer questions or otherwise discuss the contents of this RFO with any potential Offeror or their representatives(s), except for the written inquiries submitted in accordance with section 2.1.4.1 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 OFFEROR AND OFFEROR'S OFFER.***

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

### 2.1.5.1 SOLE POINT OF CONTACT

The sole point of contact for this RFO No. 455-19-9038 is J. Reese Miller, Contract Manager, whose contact information is:

Mailing Address	Hand Delivery Address	Email
Railroad Commission of Texas Contract Management Section J. Reese Miller, Contract Manager PO Box 12967 Austin, TX 78711-2967	Railroad Commission of Texas Contract Management Section J. Reese Miller, Contract Manager 1701 N. Congress Avenue 10.180.4C Austin, TX 78701	<a href="mailto:Reese.Miller@rrc.texas.gov">Reese.Miller@rrc.texas.gov</a> <b>OFFERORS MAY <u>NOT</u> USE THIS EMAIL TO SUBMIT AN OFFER OR RESPONSE TO THIS RFO!</b>
		Phone
		512-463-6752

### 2.2 INQUIRIES AND ADDENDA

Offeror is solely responsible for thoroughly understanding the RFO and all attachments, exhibits, forms, and addenda, if any, issued. Should any Offeror find any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the RFO, or should Offeror be in doubt as to the exact meaning of information within the RFO, Offeror should immediately notify in writing via email or email with editable attachment (i.e., MS Word® document) RRC's sole point of contact for this solicitation (see section 2.1.4.1) RRC shall not be responsible for oral instructions or for misinterpretation of the Solicitation and Contract Documents.

Offerors submitting inquiries must reference the relevant RFO page and section and should submit all questions by the inquiry deadline stated within section 2.6.1 of this RFO. Upon review of questions by the project team, RRC may, at its sole discretion and option, issue an addendum in response to questions submitted.

### 2.3 REQUIRED NUMBER OF OFFER ORIGINALS AND COPIES

Offeror 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 Offeror. The RRC reserves the right to require a Offeror to furnish documentary evidence of Offeror's signature authority. Offeror **must** also submit one (1) electronic copy of the Offeror's Offer on either compact disc (CD) or USB flash drive; the Offeror'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 Offeror's name.

### 2.4 CONFIDENTIAL INFORMATION; PUBLIC INFORMATION ACT DISCLOSURES

RRC is a governmental body subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552. The Offeror's Offer and other information submitted to the RRC by the Offeror 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 Offeror to include proprietary or otherwise confidential information in its Offer or other submitted information, the Offeror must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire Offer is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire 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 Offeror to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by the Offeror as proprietary or confidential will be deemed subject to disclosure pursuant to the PIA.

Offeror will be deemed to have irrevocably waived, and to have agreed to fully indemnify the State of Texas and the RRC against, any claim of infringement by the RRC regarding the intellectual property rights of Offeror or any third party for any materials appearing in the Offer.

Offeror is required to make any information created or exchanged with a state governmental entity (as defined by Texas Government Code §2252.907(d)) pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in at least one of the following formats that is accessible by the public at no additional charge to the State of Texas, RRC: portable document format (pdf) compatible with the latest version of Adobe Acrobat®; Microsoft Word®; Microsoft Excel®; or, hard copy (paper).

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

Two (2) CDs or USB flash drives containing complete copies of all of Offeror's submissions pursuant to this RFO. Offeror must mark these **"Complete Offer Documents, [Offeror's Name], Railroad Commission of Texas RFO 455-19-9038 CONTAINS CONFIDENTIAL INFORMATION."**

Two (2) CDs or USB flash drives, each containing copies of all of Offeror'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. Offeror must mark these CDs or USB flash drives **"For Public Release: Redacted Version of [Offeror's Name], Railroad Commission of Texas RFO 455-19-9038"**.

## 2.5 EXCEPTION TO PROVISIONS

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

RFO Section No.	Section Title	Description of Exception	Proposed Language

## 2.6 ORGANIZATION OF OFFER.

All Offers submitted must be bound and organized. Offers shall be complete, concise, and include all required information; vague and general responses shall be considered nonresponsive and disqualified from contract award. All pages shall be numbered. Failure to order the Offer in the manner set forth in this RFO may result in disqualification. Conciseness and clarity of content must be emphasized. Offeror must provide all information that

the Offeror believes would be helpful to RRC in establishing Offeror's ability to perform the services described in this RFO and to comply with the requirements of this RFO and the Contract.

## 2.6.1 SCHEDULE OF EVENT

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

Offeror 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.

<b>TABLE 1. RFO Schedule of Events</b>	
<b>DATE</b>	<b>EVENT</b>
<b>Thursday, July 18, 2019</b>	<b>RFO issued; sent to DIR vendors</b>
<b>Thursday, July 18, 2019 at 1:00 PM CT</b>	<b>Mandatory Pre-Solicitation Conference</b>
<b>Monday, July 22, 2019 at 3:00 PM CT</b>	<b>Vendors who are no longer interested email RRC stating that they will not be participating</b>
<b>Monday, July 22, 2019 at 3:00 PM CT</b>	<b>Deadline for Submission of Written Questions</b>
<b>Wednesday, July 24, 2018 at 3:00 PM CT</b>	<b>Responses to Written Questions sent via email to those who attended Mandatory Pre-Proposal Conference</b>
<b>Friday, July 26, 2019 at 3:00 PM CT</b>	<b>Deadline for Submission of Offers</b>
<b>Monday, August 12, 2019</b>	<b>Tentative Contract Award</b>

*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.*

## 2.7 MANDATORY DISCLOSURES

### 2.7.1.1 Conflicts or Potential Conflicts of Interest.

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

### 2.7.1.2 Changes in Ownership Conditions.

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



### **2.7.1.3 Legal Actions.**

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

## **Part 3:SCOPE OF WORK**

Services provided under an awarded contract shall include but may not be limited to all current contracted services within RRC's expiring Texas CPA Cooperative Contract and the specifications stated within this RFO.

### **3.1.1 PREPARATION OF DOCUMENTS**

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

- Needs assessment and analysis
- Inventory tracking/chain of custody
- Document pickup
- Transitioning documents, microfiche, microfilm, and maps from their existing format to one that can be imaged
- Document handling
- Document re-preparation (remediation)
- Indexing and formatting
- Technology hardware
- Meta-data key entry
- Return of documents to RRC.

### **3.1.2 IMAGING SERVICES/SOLUTIONS**

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

- Imaging (ICR, OCR, OMR)
  - Archive scan quality for documents, microfiche, microfilm, maps, etc.
- Image enhancement
- Document conversion
- Records management
- Digital retention, storage and hosting
- Microfiche and digitization imaging
- Interface with RRC system

### **3.1.3 ENTERPRISE CONTENT MANAGEMENT SERVICES**

The ECM in this RFO includes such software, Software as a Service (SaaS) , and cloud services to facilitate content management, records management, document management, document storage/imaging/archiving/retrieval, and ECM.

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

- Hosted solution and services
- Images and associated meta data
- Archiving
- Digital retention, storage and hosting
- Document management services
- Document conversion
- Records management and storage
- Image repository hosting
- Image repository maintenance
- Transactional content management
- SaaS for public consumption and cloud platform integration (online searchable web services using key meta data reference)
- Providing for and interfacing with custom application interfaces of RRC software/systems
- Accessibility compliance
- Project Management
- Information governance
- Online channel optimization
- Infrastructure content management
- Digital asset management
- Business process management

### **3.1.4 SOFTWARE SUPPORT**

The Vendor will define, for any and all software proposed, its software maintenance, support, and enhancement methodology and schedule to the RRC. Description of enhancements that may or may not be made available to the RRC at no cost will be provided to the RRC at the time of release at no cost.

### **3.1.5 HARDWARE MAINTENANCE**

Vendor's Offer shall include a defined, detailed hardware maintenance plan that addresses hardware lifecycle plan, and maintenance schedule (with resolution timelines included) that are used within Vendor's services program. Vendor's pricing shall include, at no additional cost to RRC, all of Vendor's existing and planned hardware (including servers) maintenance.

### **3.1.6 SOURCE MEDIA DESTRUCTION OR RETURN**

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

- Upon written request of RRC Authorized Representative Vendor shall destroy data in accordance with RRC instructions and standards for specified records series retention periods and records management practices.
- Upon written request of RRC Authorized Representative Vendor shall destroy data in accordance with RRC instructions and standards for specified data, including data captured by Vendor's scanning devices used in performance of work performed within an RRC digital imaging project.
- Vendor's work under a contracting arising from this RFO, and any RRC purchase order issued under the Contract, shall comply with all applicable provisions of 1 Texas Administrative Code §202.26, and/or the DIR Security Control Catalog.

The Vendor must describe how all data captured will be destroyed once data backup and retention requirements no longer apply and certify in writing to the RRC that the information has been destroyed.

### **3.1.7 END OF ENGAGEMENT/TRANSITION PLAN**

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

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

### **3.1.8 CUSTOMER SERVICE**

The Vendor must deliver "best in class" Customer Service. Vendor response should address customer service including, but not limited to, general service call center, relationship management for escalation of issues, standard procedures and corrective action procedures if issues are discovered by RRC, and technical representatives available to RRC. Vendor's Offer shall describe of all aspects of customer service related to services to be performed and solutions provided by Vendor under a contract issued as a result of this RFO.

### **3.1.9 SERVICE LEVEL AGREEMENT**

#### **3.1.9.1 SERVICE STANDARD**

Unless otherwise provided for in in this SOW the Hosted Services will be available to RRC 99.9% of the time during each calendar month.

Vendor shall perform and ensure completion of a successful daily backup of applications, database, and associated code to be used to restore services in the event of an incident, compromise, or system failure. Vendor is solely responsible to RRC for operations of any center providing Hosted Services under the Contract and for ensuring security, backup, and disaster recovery processes and procedures are in place for all Hosted Services, Licensed Applications, and services delivered under the Contract.

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

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

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

Vendor shall ensure all interfaces and interactions between Vendor's Hosted Services and RRC's applications, systems, and users are delivered in a continuous, uninterrupted manner to ensure highest level of data integrity.

Vendor shall provide the following as a part of a Service Level Agreement.

- Online searchable web services using key meta data reference
- Redundant Operation Services
- Backup and Recovery Services
- Webservice availability 99.9%

- Reserved Service Capacity to ensure storage availability and performance
- Vendor will work with RRC to properly classify the severity level of any issue reported in accordance with the SLA.

#### **3.1.9.2 SYSTEM MONITORING AND MEASUREMENT**

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

#### **3.1.9.3 CORRECTION OF DEFECTS AND DEFICIENCIES**

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

#### **3.1.9.4 SERVICE LEVEL CREDITS AGAINST FEES**

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

#### **3.1.9.5 TERMINATION FOR PERFORMANCE DEFICIENCIES**

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

### **3.2 TRAINING**

Vendor shall provide all goods and/or services, including personnel on site or remote as applicable, necessary to provide training services/solutions.

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

### **3.3 SECURITY**

Vendor shall be solely responsible for security of all RRC materials placed into Vendor's custody.

Vendor will comply with 1 TAC §202.26 requiring that all standards as identified within the DIR Security Control Catalog are met not limited to employees, environment, processing, data handling, storage, and location. Ongoing security monitoring and remediation services for network, storage, processing and physical security will

be provided by the Vendor for the location of the hosted services. All data transmitted and or stored will be done so in a secure manner inclusive of encryption of backup solutions. All employees, contractors or subcontractors who interface with an RRC computer system will pass a background check as prescribed by the DIR, and complete RRC Security Training at least annually.

### 3.4 WORK EFFORTS/SOLUTIONS

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

### 3.5 PRICING

Vendor's proposed pricing may offer one, all or none of the following items, depending on their line of business. These categories have been identified from product/services sales data on the current State of Texas Comptroller contracts. In the event that the document imaging items listed in the pricing sheets do not adequately align with the Vendor's line-of-business/offerings, Vendor may add unique or miscellaneous document imaging product/services/solutions, as long as the offering is with the scope of Document Imaging as defined in this RFO.

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

Color Image Capture Service/Solution	Preservation < 600 PPI	Capture from Special Formats Service/Solution	Photographic prints
Color Image Capture Service/Solution	Preservation >= 600 PPI	Capture from Special Formats	Photographic negatives
Large Format Image Capture Service/Solution	Medium (300 DPI)	Capture from Special Formats	Newspapers
Large Format Image Capture Service/Solution	High (400 DPI)	Capture from Special Formats Service/Solution	X-Rays
Large Format Image Capture Service/Solution	Very High (600 DPI +)	Capture from Special Formats Service/Solution	Manuscripts
Transparent Media Image Service/Solution	Medium (1200 PPI)	Capture from Special Formats Service/Solution	Drawings
Transparent Media Image Service/Solution	High (2400 PPI)	Capture from Special Formats Service/Solution	Bound Books
Transparent Media Image Service/Solution	Very High (4000 PPI+)	Enhancing Images Service/Solution	Bit depth
Image Processing Service/Solution	Low (200 DPI)	Enhancing Images Service/Solution	Resolution
Image Processing Service/Solution	Medium (300 DPI)	Enhancing Images Service/Solution	Tonal dynamic range
Image Processing Service/Solution	High (400 DPI)	Enhancing Images Service/Solution	Contrast
Image Processing Service/Solution	Very High (600 DPI +)	Enhancing Images Service/solution	Color space
Image Processing Service/Solution	Preservation < 600 PPI	Delivery Media	CD
Image Processing Service/Solution	Preservation >= 600 PPI	Delivery Media	DVD
Microfiche Conversion Service/Solution	Conversion of microfiche to digital Images	Delivery Media	USB

Microfilm Conversion Service/Solution	Conversion of microfilm to digital Images	Delivery Media	External hard drive
Index Field - Type 1	Up to 15 Characters	Transportation of Source Material	Secure carrier charge for each box in shipment
Secure Document Destruction Service/Solution	Non-Paper Destruction Service/solution	Secure Document Destruction Service/Solution	Paper Destruction

### 3.6 ASSUMPTIONS

**3.6.1** Vendor will not begin work until RRC issues a signed purchase order.

**3.6.2** After Vendor receipt of a purchase order for each requested work effort or solution, a kickoff meeting shall be held at RRC's headquarters offices at 1701 North Congress, Austin, TX, at a date and time acceptable to both parties.

**3.6.3** In addition to providing high level overview of the effort or solution, the project kickoff meeting shall serve as an introduction opportunity between Vendor and RRC team(s.)

**3.6.4** Prior to start of work all Vendor staff (including but not limited to employees, contract employees, and subcontractors) assigned to or otherwise working on RRC's effort or solution shall sign a "Vendor Information Security Agreement" (see Attachment 1).

**3.6.5** If a work effort or solution requires the use of RRC computer systems, prior to the start of work all Vendor staff (including but not limited to employees, contract employees, and subcontractors) assigned to or otherwise working on RRC's effort or solution shall complete RRC's Information Security Training.

**3.6.6** Vendor staff shall be on site at RRC headquarters during specific times required by RRC.

**3.6.7** Work effort or solution activities may be performed from remote locations within the contiguous United States; no remote work shall be conducted outside of the contiguous U.S.

**3.6.8** Vendor staff working off-site may access RRC's repository using RRC approved tools for remote access.

**3.6.9** Vendor shall provide all equipment required for Vendor staff to perform and complete work required under the contract.

**3.6.10** Through RRC's Access Request procedure, RRC shall provide to the Vendor project team relevant network and systems credentials necessary to complete work under the contract.

**3.6.11** RRC shall provide temporary office space, meeting room(s), security badges and parking permits for Vendor staff while on site to conduct meetings or work sessions when needed.

### 3.7 VENDOR RESPONSIBILITIES

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



**3.7.2** Vendor shall be responsible for planning and scheduling activities to accomplish completion of all necessary work described in the SOW and executed contract. Vendor shall create and update (bi-weekly at minimum) the associated effort or solution schedule that shall be maintained throughout the effort or solution lifespan. Vendor shall provide to RRC's designated contract manager and project manager the schedule and updates thereto.

**3.7.3** Vendor shall be responsible for project management and diligent prosecution and execution of all work required under the contract, including work stated within this SOW and that is necessary and appropriate to customize, integrate, and implement the effort or solution selected by RRC. Vendor shall use RRC and Vendor agreed upon templates, standards, and sign-off requirements.

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

**3.7.5** Vendor shall be responsible for conducting weekly progress and status meetings with RRC's designated contract manager and project manager and may include other individuals as deemed necessary for the scope of the meeting for efforts or solutions when RRC deems status reports are necessary.

**3.7.6** Vendor shall be solely responsible for documenting meeting minutes, including meeting summaries, for all meetings with RRC staff.

**3.7.7** Vendor shall provide meeting minutes, including meeting summaries, to RRC's designated contract manager and project manager within two (2) business days following the meeting.

**3.7.8** Upon Vendor request, and at RRC's sole discretion approval, RRC's designated contract manager and project manager may authorize an alternate timeframe for delivery of meeting minutes.

## **PART 4: TERMS AND CONDITIONS**

**4.1.** The terms and conditions herein are in addition to the terms and conditions within the cooperative contract between Vendor and Texas Department of Information Resources and shall be incorporated for all purposes into the Solicitation and Contract Documents. Vendor shall comply, and Vendor 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 Vendor'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 an Offer, acknowledging and accepting the Contract, or delivering any services under the Contract, Vendor acknowledges, accepts, and agrees to all terms, conditions, specifications, provisions, statements, and guidelines of the Contract, including, but not limited to, the RFO. All parts of the RFO shall be fully incorporated into and constitute part of the Contract as if fully set forth therein. RRC, at its sole discretion, may disqualify an Offer from consideration if RRC determines an Offer is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in the RFO.

### **4.2.2. Misunderstanding or Lack of Information.**

**4.2.2.1.** Vendors 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 Vendor 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 an Offer, each Vendor acknowledges and agrees that it fully understands and will abide by the terms and conditions of the RFO, and that Vendor 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 Vendor discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the RFO, Vendor must immediately notify in writing RRC's point of contact for the Contract. If Vendor fails to notify RRC's point of contact for the Contract of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, Vendor's submittal of an Offer is done so at Vendor's own risk, and if awarded a contract, Vendor shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

**4.2.4. 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 the RFO. Any alterations made before the RFO due date and time must be initialed by Vendor or Vendor's authorized agent. Offers submitted cannot be withdrawn after submission deadline. However, upon receipt of Vendor'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 Vendor's Offer will not be considered unless specifically referred to in the Offer. RRC reserves the right, in its sole discretion, to reject any Vendor terms and conditions or other documents or attachments as part of Vendor's Offer.

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

**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 Vendor for failure to fully comply with all terms and conditions of the RFO.

**4.2.10. Vendor Costs.** Vendor shall bear all costs and expenses, including costs of preparing and submitting required number of copies, associated with preparation and submission of an Offer to the RFO. Vendor'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. Contract Award, Copyright, Reissuance.** A response to the RFO is an Offer to contract with the State of Texas through RRC based upon the specifications, terms, and conditions contained in the RFO. The Offer shall not become a contract with RRC unless, until, and to the extent RRC issues a fully executed Contract and Notice of Award to the successful Vendor. RRC in its sole discretion reserves the right to reject any or all Offers, all or any part of any Offer, waive minor technicalities, negotiate pricing and Contract terms and conditions with all Vendors or no Vendors, and award a Contract in the best interests of the State of Texas and RRC. 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. 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 Vendor'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.

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

**4.2.13. No Other Benefits.** Vendor has no exclusive rights or benefits other than those set forth within the Contract.

**4.2.14. Amendments to the Contract.** The Contract may be amended only upon written agreement between RRC and Vendor; however, the Contract may not be amended in a manner that conflicts with the laws of the United States, or of the State of Texas, or of the terms and conditions of the Vendor's DIR Contract. Vendor agrees to amend the Contract and to cooperate in the execution of any contract amendments necessary to effectuate compliance with laws of the State of Texas when such laws require RRC to include additional language

in the Contract. During the term of the Contract and any extensions or renewals thereof, RRC reserves the right to request amendments or modifications to the Contract when RRC determines such action to be in the best interests of the State of Texas and/or RRC and for compliance with all applicable state and federal laws, regulations, requirements, and guidelines. Except as otherwise provided in negotiated terms and conditions expressly identified and formalized in the Contract, the entire agreement between RRC and Vendor shall consist of the following documents: Vendor's DIR Contract, the Contract, Amendments to the Contract, Purchase Orders, Change Notices (if any), the RFO (including addenda, if any), and Vendor's Offer.

**4.2.15. Order of Precedence; Prohibited Exceptions.**

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

- a. Vendor's DIR cooperative contract, then
- b. the Contract (including expressly identified, negotiated terms and conditions) and Amendments to the Contract, then
- c. the RFO and Addenda (if any), and then
- d. Vendor's Offer.

**4.2.15.2. Prohibited Exceptions.** Unless expressly accepted in writing by RRC, the following exceptions within any Vendor'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 Vendor,
- e. Any requirements that Vendor's documents control in case of conflicts,
- f. Any requirements that Vendor's documents control even if Vendor accepts or acknowledges the Contract, and
- g. Any disclaimer of warranties.

**4.2.16. Statement of Work, Performance.** Vendor will provide the requested services in the manner described in this RFO. Vendor'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 Vendor's refund of amounts paid prior to revocation of acceptance.

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

**4.2.18. Assignments and Subcontractors.** Vendor 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 Vendor may subcontract with others for some or all the services to be performed.

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

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

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

- a. Vendors planning to subcontract all or a portion of the work to be performed under this Contract shall comply with all of Vendor's DIR Contract terms and conditions related to use of

subcontractors and to the State's Policy on Utilization of Historically Underutilized Businesses (HUB), including policy related to HUB Subcontracting Plan and HUB Prime Vendor Progress Assessment Reporting.

- b. Subcontracting shall be at Vendor's expense.
- c. RRC retains the right to review any subcontractor's background and approve or reject the use of Vendor's proposed subcontractors.
- d. Vendor shall be the only Vendor for RRC for the Contract. Vendor shall manage Vendor's subcontractors, if any. Vendor shall provide contact information, including mobile phone number and email address, of Vendor's designated point of contact to which RRC and Vendor's subcontractors shall submit any inquiries.

**4.2.19. Payments to Vendor.** Vendor shall submit by email to RRC's designated point of contact all requests for payment. When submitting request by email, Vendor shall include Vendor's invoice, all additional documents required by Contract, and a completed "Vendor's Progress Payment Affidavit" or "Vendor's Final Payment Affidavit," as applicable to the payment request, as attachments to the email. Vendor shall also mail within three (3) business days the original, signed and notarized Vendor's Progress Payment Affidavit or Vendor's Final Payment Affidavit, as applicable to the payment request, to RRC designated Contract Specialist. Each Vendor's invoice shall reflect a single Contract and all and only items related thereto which have been delivered, inspected, tested, evaluated, and accepted by RRC within the Contract performance period concluding on the invoice date. Upon Vendor's submittal of a properly prepared, itemized invoice accompanied by all additional documents required by Contract, payment shall be made by RRC in accordance with Texas Government Code Chapter 2251.

**4.2.19.1. Invoice requirements:**

- a. Vendor's invoice must clearly reflect the following:
  - i. RRC Contract Number;
  - ii. RRC bill to information;
  - iii. Vendor name;
  - iv. Vendor address;
  - v. Vendor remit payment to information;
  - vi. Vendor 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. Vendor's invoices submitted to and received by RRC, but which fail to conform to all invoice requirements stipulated within the Contract Documents will be returned to Vendor unpaid or will be held by RRC until all requirements for submittal of revised invoice and/or additional documents required by the Contract are satisfied.

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

**4.2.19.3. Non-Reimbursable Items.** RRC shall not reimburse for travel, meals, lodging, or other related expenses unless specifically authorized and approved by an RRC representative. [Travel](#) expense reimbursement, if any, shall be made in accordance with provisions of the terms and conditions of Vendor's DIR Contract.

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

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

**4.2.20. Indemnification.**

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

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

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

**4.2.21. Infringement: Patent, Trademark, Copyright, and Other Intellectual Property.**

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

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

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

**4.2.22. Personal Injury, Property Damage.** Vendor shall be liable for any bodily injury or personal injury to any individual caused by any of Vendor's employees during any assignment under the terms of the Contract. In the event of loss, destruction, or damage to any State of Texas or RRC property by Vendor's employees, Vendor shall indemnify the State of Texas and RRC and pay to the State of Texas and/or RRC the full cost of repair, reconstruction, or replacement at RRC's election. Vendor shall reimburse the State of Texas and/or RRC for such property damage within thirty (30) calendar days after Vendor's receipt of RRC's written notice of amount due. This provision survives the termination or expiration of the Contract.

**4.2.23. 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:

**4.2.23.1. Termination or Cancellation for Convenience.**

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

**4.2.23.2. Termination or Cancellation for Cause.**

- a. Breach of Material Term.** Either party may, upon giving thirty (30) calendar days' written notice identifying specifically the basis of such notice, terminate the Contract for breach of a material term or condition of the Contract, provided the breaching party must not have cured such breach within the thirty (30) calendar days' period. In the event of such termination, Vendor will be paid for all services accepted prior to the date of the termination.

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

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

- b. Vendor Nonperformance.** If Vendor defaults on the Contract after award has been made, RRC reserves the right to cancel the Contract without notice and either reissue the RFO or award the Contract to the next qualified, responsive and responsible Vendor offering the best value to the state as determined by RRC. In such event, the defaulting Vendor will not be considered for award for any Contract arising under the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work differ substantially from the work and/or services under the Contract on which Vendor defaulted. The length of any period of suspension shall be determined by RRC based on the seriousness of the default.

In the event of nonperformance default, Vendor shall remain liable for all covenants and indemnities under the Contract. Vendor shall be liable for all costs and expenses, including any attorneys' fees and court costs, incurred by RRC with respect to the enforcement of any remedies listed herein.

- c. Bankruptcy.** Upon the filing of a petition for bankruptcy, or upon the judgment of bankruptcy or insolvency by or against Vendor, RRC may terminate the Contract for cause without notice. Such termination shall be effective upon the date of such filing or upon the date of judgment.
- d. Legal Remedies and Damages from Breach of Contract.** RRC expressly reserves all legal remedies to which it may be entitled to collect and all damages directly or indirectly resulting from breach of contract by Vendor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of Vendor. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason and RRC expressly waives no such rights or remedies.
- e. Substitution of Services.** In the event of RRC's termination or cancellation of the Contract for cause, RRC may procure, upon such reasonable terms and in such manner as RRC deems appropriate, substitute services similar to services terminated or canceled. Vendor shall be liable



to RRC for any excess or additional costs incurred by RRC in acquiring such services plus court costs and attorneys' fees. RRC's recovery of costs under this section is in addition to any other remedies available to RRC under the Contract and/or under applicable law.

**4.2.23.3. Miscellaneous Termination Provisions.**

- a. Recovery of Funds.** RRC reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to RRC under the Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at Vendor's request or if termination or cancellation is for cause. This right is in addition to any other remedies available to RRC under the Contract or under applicable law. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason, and RRC expressly waives no such rights or remedies.
- b. Notice of Termination or Cancellation Delivery.** Any termination by RRC of the Contract which requires written notice may be accomplished by RRC's delivery to Vendor of a notice of termination or cancellation specifying that the Contract is terminated or canceled.

**4.2.24. Legal Obligations; Permits and Licenses.** Vendor 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 Vendor to provide the goods and/or services required by the Contract. Vendor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Vendor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of Contract.

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

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

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

**4.2.27. 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 Vendor.

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

**4.2.28. Compliance with Other Laws.** Vendor 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. Vendor 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, Vendor shall furnish to RRC certified copies of required permits, licenses, or other required authorizations.

**4.2.29. 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 Vendor. 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.

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

**4.2.31. 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.

**4.2.32. Buy Texas.** In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Vendor 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.

**4.2.33. 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.

**4.2.34. 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.

**4.2.35. 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. Vendor Representations, Certifications, and Affirmations.** A Vendor who submits a signed Offer agrees, certifies, and affirms the Vendor shall comply with the representations, certifications, warranties, and affirmations herein. In the event Vendor submits an Offer with a false statement, or it is determined after Contract award that Vendor has violated any representations, certifications, warranties, and affirmations included in the RFO, Offer, and/or Contract, Vendor 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. Prior Employment.** Pursuant to Texas Government Code §572.069, Vendor warrants and certifies Vendor will not employ any former RRC officer or employee, who in any manner participated in the procurement or Contract negotiation of this RFO, before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

Vendor shall disclose any current or former employees or subcontractors who are current or former employees of the State of Texas and shall disclose their role or position relative to the provision of services under the Contract, as well as their hire or contract date. Vendor shall also disclose any proposed personnel who are related by marriage or within the second degree of consanguinity to any current or former employees of the State. Failure to fully disclose the information required under this paragraph may result in disqualification of Vendor's Offer or termination of the Contract.

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

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

**4.3.4. Vendor Business Continuity Plan.** In accordance with 13 TAC §6.94(a)(9), upon request of RRC, Vendor shall provide to RRC the descriptions of its business continuity and disaster recovery plan.

## ATTACHMENT 1: EXECUTION OF OFFER

**Execution of Offer.** Failure of Vendor to include within Vendor's Offer this Execution of Offer, completed and signed, shall result in Vendor's Offer being deemed nonresponsive.

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

1. The provisions in this RFO apply to Vendor and all of Vendor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent Vendors, 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. Vendor's intent to furnish the requested goods and/or services at the prices stated within Vendor's Offer.
3. Vendor's prices include all costs of Vendor in providing the goods and/or services requested by RRC, that Vendor's goods and/or services offered in response to this RFO shall meet all specifications of this RFO, and that Vendor's prices stated within Vendor's Offer shall remain firm for acceptance for a minimum of one hundred eighty (180) days from the final, published due date of Offer.
4. Each of Vendor's employees, including replacement employees hired in the future, do and shall possess the requisite qualifications, education, training, experience, and certifications to perform the services in the manner required by this RFO.
5. By submitting an Offer, Vendor represents and warrants that the individual submitting this Execution of Offer document and the documents made part of Vendor's Offer is authorized to sign such documents on behalf of Vendor and to bind Vendor under any contract that may result from the submission of Vendor's Offer.
6. Vendor certifies that if a Texas address is shown as the address of the Vendor on Vendor's Offer, Vendor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
7. Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.
8. In accordance with Texas Government Code §2270.002, Vendor hereby represents and warrants that either (i) it meets an exemption criterion under Texas Government Code §2270.002; or (ii) it does not boycott Israel, and will not boycott Israel during the term of the Contract. Vendor agrees to state any facts that make Vendor exempt from the boycott certification within Vendor's Offer.
9. If Vendor's Offer includes goods and/or services related to the purchase or lease of computer equipment, then Vendor hereby certifies Vendor's 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.
10. Vendor and each of Vendor's subcontractors have the requisite resources, qualifications, and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of RRC's objectives.
11. Neither Vendor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, proposed in Vendor's Offer has been

convicted of a felony criminal offense, or that if such a conviction has occurred, Vendor has fully advised RRC of the facts and circumstances within Vendor's Offer.

12. Vendor shall comply with Texas Government Code §2252.908, relating to Disclosure of Interested Parties, by accessing the Texas Ethics Commission (TEC) portal ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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.
13. Pursuant to 34 Texas Administrative Code §20.306, if applicable to the RFO, Vendor claims the preference(s) checked below:

<input type="checkbox"/> Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran	<input type="checkbox"/> Rubberized asphalt paving material
<input type="checkbox"/> Agricultural products produced or grown in TX	<input type="checkbox"/> Foods of Higher Nutritional Value
<input type="checkbox"/> Agricultural products and services offered by TX bidders	<input type="checkbox"/> Recycled motor oil and lubricants
<input type="checkbox"/> USA produced supplies, materials, or equipment	<input type="checkbox"/> Products produced at facilities located on formerly contaminated property
<input type="checkbox"/> Products of persons with mental or physical disabilities	<input type="checkbox"/> Products and services from economically depressed or blighted areas
<input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel	<input type="checkbox"/> Vendors that meet or exceed air quality standards
	<input type="checkbox"/> Recycled or Reused Computer Equipment of Other
14. Pursuant to Texas Government Code §§2155.004, 2155.006, and 2261.053, Vendor certifies that the individual or business entity named in Vendor's Offer is not ineligible to receive the Contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
15. Vendor represents and warrants that all statements and information prepared and submitted in this document and Vendor'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 Vendor's Offer and the Contract, if awarded to Vendor. Failure to sign this Execution of Offer or signing it with a false statement shall void the submitted Offer and any Contract, if awarded to Vendor.

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

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Vendor Name</b>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Vendor's Federal Employer Identification Number</b>
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Vendor's Authorized Representative Signature</b>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <b>Date signed</b>

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**Printed Name & Title of Authorized Representative**

**ATTACHMENT 2:**  
**Railroad Commission of Texas**  
**Vendor Information Security Agreement**

**Purpose**

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

**Definition of Vendor**

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

**Vendor Access**

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

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

Name of Contract Manager: \_\_\_\_\_;

E-mail Address for Contract Manager: \_\_\_\_\_;

Telephone Number for Contract Manager: \_\_\_\_\_.
3. I hereby acknowledge and agree that Vendor's authorized representative shall provide the RRC a list of all Vendor employees or other representatives authorized to perform work under the applicable Contract with Vendor. I further acknowledge and agree that this list may be revised from time to time and that the revised list shall be provided to the RRC within 24 hours of any change in Vendor employees or other representatives; and, provided, further, that if my name fails to appear on this list, I shall be deemed separated from employment by or no longer an authorized representative of Vendor and shall immediately



surrender the identification badge/access card provided to me as well as surrender any equipment or supplies provided to me by the RRC;

4. I hereby agree to acquire an identification badge/access card from the RRC; and further agree that it shall be worn and displayed by me at all times while on RRC premises. I further agree to surrender the identification badge/access card as well as any equipment or supplies provided to me by the RRC immediately following (1) the termination date of the Contract with Vendor; (2) RRC's receipt of notice from Vendor that I am no longer employed by or representing Vendor; or (3) receipt by Vendor of a written request by the RRC, issued in the RRC's sole discretion, seeking that I terminate all work on the Contract with Vendor;
5. I hereby agree to immediately report any security incident directly to the designated Vendor Contact and the RRC Information Security Officer;
6. I hereby agree to comply with all State of Texas and Railroad Commission auditing requirements, including, but not limited to, the auditing of the Vendor's work; and
7. I hereby agree that all software used by the Vendor representative in providing goods or services to the RRC is properly licensed.

I hereby agree that my failure to comply with any of the provisions of this

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

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Vendor Printed Name

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Vendor Representative's Printed Name

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Vendor Representative's Signature

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Date Signed

#### **ATTACHMENT 1: VENDOR'S INFORMATION SECURITY AGREEMENT**

##### **Purpose**

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

##### **Definition of Vendor**

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

##### **Vendor Access**

I hereby acknowledge and agree that (1) I have read and thoroughly understand the RRC Information Security Guidelines and Policies; (2) I hereby agree to comply with all such Information Security Policies and Guidelines; (3) I have been informed that each of these Policies or Guidelines can be accessed at any time on the RRC Intranet from an RRC internal workstation at <http://inside/divisions/its/security/security.html>; and (4) each such RRC Policy

or Guideline is hereby incorporated into this Agreement as if set out in full, including any amendment to any such Policy or Guideline that may be adopted from time to time during the term of the Contract with Vendor.

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

Name of Contract Manager: \_\_\_\_\_  
E-mail Address for Contract Manager: \_\_\_\_\_  
Telephone Number for Contract Manager: \_\_\_\_\_

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

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

Vendor Printed Name	Vendor Representatives Printed Name
Vendor Representative's Signature	Date Signed