

**DEPARTMENT OF INFORMATION RESOURCES**  
**DBITS CONTRACT NO. DIR-CPO-4407**  
**SOW AGREEMENT NO. 455-20-1007**  
**between**  
**RAILROAD COMMISSION OF TEXAS**  
**and**  
**NEUBUS, INC.**  
**for**  
**DOCUMENT IMAGING AND ECM PRODUCTS,**  
**SOFTWARE AND SERVICES, AND RELATED SERVICES**

**THIS STATEMENT OF WORK (“SOW”) AGREEMENT (“Contract”)** is made and entered into by the State of Texas, through the **RAILROAD COMMISSION OF TEXAS (“RRC”)**, a state agency located at 1701 N. Congress Avenue, Austin, Texas and **NEUBUS, INC. (“Vendor”)**, located at 2300 Greenhill Drive, Building 9, Suite 900, Round Rock, Texas (individually “Party”; collectively “Parties”).

**WITNESSETH**

**WHEREAS**, Texas Government Code Chapters 2155, 2156, and 2157 provide for RRC’s authority to procure automated information systems goods and/or services and RRC intends to acquire certain automated information systems goods/and or services, namely document imaging and enterprise content management (“ECM”) products, software and services, and related services; and

**WHEREAS**, in accordance with applicable provisions of Texas Government Code Chapters 2155, 2156, 2157 and 2261, RRC has selected Vendor to provide the document imaging and ECM products, software and services, and related services referenced within the Request For Offer No. 455-19-9038 (“RFO No. 455-19-9038”), and the Vendor has agreed to provide the desired document imaging and ECM products, software and services, and related services referenced within RFO No. 455-19-9038, subject to the terms and conditions hereinafter set forth; and

**WHEREAS**, all terms and conditions of RFO No. 455-19-9038, including but not limited to insurance, and specifications within the Statement of Work, constitute part of this Contract No. 455-20-1007.

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

**I. CONTRACT DOCUMENTS.**

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

- a. This Contract No. 455-20-1007;
- b. Vendor’s DIR Contract No. DIR-CPO-4407;
- c. Exhibit A, RFO No. 455-19-9038, including all associated attachments, appendices, and addenda; and
- d. Exhibit B, Vendor’s Offer, including Vendor’s Best and Final Offer dated August 16, 2019 which included Vendor’s revised pricing accepted by RRC (collectively, “Vendor’s Offer”).

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

**1.03. ORDER OF PRECEDENCE.** Contract No. 455-20-1007 shall take precedence over the other Contract Documents. Any inconsistency among the Contract Documents shall be resolved applying the order of priority as listed below:

- a. This Contract No. 455-20-1007; then
- b. Vendor's DIR Contract No. DIR-CPO-4407;
- c. Exhibit A, RFO No. 455-19-9038, including all associated attachments, appendices, and addenda; and then
- d. Exhibit B, Vendor's Offer.

## II. TERM.

### 2.01. CONTRACT AWARD.

- a. The original term of this Contract shall be from date of the last Party's signature to the Contract and shall continue through August 31, 2021 ("Original Term"), unless terminated earlier as provided in RFO No. 455-19-9037, section 3.1.9.5 and/or Part 4, and/or section 2.02. set forth below.

Prior to expiration of the Original Term or subsequent renewal term, as applicable, RRC may extend this Contract by fully executed written amendment, for up to two (2) additional one-year optional renewal terms.

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

### 2.02. TERMINATION.

- a. **Termination for Cause.** RRC may terminate this Contract immediately for cause by providing written notice to Vendor of such termination if Vendor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Vendor will be responsible for paying damages to RRC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or RRC resulting from Vendor's non-performance. Notwithstanding the foregoing, Vendor shall not be liable for damages that Vendor could not reasonably foresee on entry into this Contract. In the event of termination for cause, Vendor will not be eligible for consideration in the re-solicitation, if any, and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.
- b. **Termination for Convenience.** RRC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice ("Notice of Termination") to Vendor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by RRC under this subsection, Vendor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 2.02.c.
- c. **Implementation of Termination.** Vendor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by RRC to preserve the work in progress. In the event of termination by RRC, RRC shall pay Vendor for all work satisfactorily performed up to the effective date of termination.

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

### III. CONSIDERATION AND SERVICES.

**3.01. CONTRACT LIMIT, FEES AND EXPENSES.** The total amount of fees to be paid by RRC to Vendor through the Contract Term (Original Term plus exercised renewal terms and extended terms, if any; collectively "Contract Term") shall not exceed **TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00)**.

#### 3.02. SERVICES.

- a. Vendor shall provide the goods and services necessary and reasonably inferable to complete the work required by and described in RFO No. 45519-9038.
- b. Vendor's services shall include all disciplines agreed upon between the Parties and all related usual and customary consultant and other services necessary and reasonably inferable to complete the work in accordance with RRC's specifications and the terms and conditions of this Contract.
- c. Additional goods and services are those services which shall be provided ONLY if authorized or confirmed in writing by RRC, and which are in addition to the goods and services contained within the scope and content of RRC's specifications and Vendor's Offer in response to RFO No. 455-19-9038. In the event additional goods and services are proposed by Vendor, Vendor shall not proceed therewith except only after Vendor's receipt of RRC's written acceptance of the additional services proposed.
- d. The Scope of Work (Part II of RFO No. 455-19-9038) describes the intended project scope and character. The Parties agree it is Vendor's responsibility to review and understand requirements of the Statement of Work and to provide deliverables, including information resources services, to achieve those objectives.
- e. Vendor agrees and acknowledges that RRC is entering into this Contract in reliance on Vendor's represented professional abilities with respect to performing the services, duties, and obligations under this Contract. Vendor, and Vendor's consultants and subcontractors (if any) shall perform all services pursuant to this contract diligently and shall endeavor to further the interest of RRC in accordance with RRC's requirements and procedures and the standards of care and performance as described herein. Vendor agrees to use its best efforts to perform the Services (i) in accordance with the usual and customary professional standards of care, skill and diligence consistent with industry best practices for vendors that provide services for projects that are similar in size, scope, and budget to that within this Contract, and (ii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to Vendor that will limit or prevent performance by Vendor of the services required under the Statement of Work and the Contract. Vendor hereby agrees to correct, at its own cost, any of its services, and the services of its consultants and subcontractors (if any) that do not meet this standard of care.
- f. Vendor's services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Vendor's services by RRC shall relieve Vendor of any of its duties or release it from any liability, it being understood that RRC is, at all times, relying upon Vendor for its skill and knowledge in performing Vendor's services. RRC shall have the right to reject any of Vendor's goods/services in accordance with the terms and conditions of RFO No. 455-19-9038.
- g. Vendor agrees to furnish efficient business administration and superintendence and to use Vendor's best efforts to fulfill the Contract requirements in an expeditious and economical manner consistent with the interest of RRC and Vendor's professional skill and care.
- h. Vendor shall allocate adequate time, personnel and resources as necessary to deliver goods and/or perform services and work under the Contract. Changes of Vendor's key personnel identified in

Vendor's Offer shall not be made without prior written approval of RRC. Vendor's day-to-day project team will be led by Vendor's Project Manager unless otherwise directed by RRC or prevented by factors beyond the control of Vendor. Vendor's Project Manager shall act on behalf of Vendor with respect to all phases of Vendor's goods and/or services delivery and shall be available as required for the benefit of the project and RRC.

### **3.03. PAYMENTS TO VENDOR.**

- a. Payments to Vendor will be made in accordance with the terms and conditions of the Contract, and within thirty (30) days from receipt of a complete, correct, and approved invoice or statement of payment in accordance with Texas Government Code Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Vendor will be paid for completion of work accepted and approved by RRC.
- b. Vendor shall invoice RRC for work performed and accepted by RRC. Vendor shall submit invoices as specified in RFO No. 455-19-9038.

## **IV. FUNDING.**

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

## **V. VENDOR PERSONNEL.**

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

## **VI. NOTICES.**

### **6.01. LEGAL NOTICES.**

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

**For RRC:**

	Railroad Commission of Texas
	Administration Division – Contract Management
	P.O. Box 12967
	Austin, Texas 78711-2967
Attention:	Randall D. Collins, COO
Phone:	512-463-5982
Fax:	512-936-6402
Email:	Randall.Collins@rrc.texas.gov

**For Vendor:**

Neubus, Inc.  
2300 Greenhill Drive, Building 9, Suite 900  
Round Rock, Texas 78664  
Attention: Christopher Albury  
Phone: [Redacted]  
Fax: [Redacted]  
Email: [Redacted]

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

**VII. MISCELLANEOUS PROVISIONS.**

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

**7.02. SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract No. 455-20-1007 shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

**7.04. SOVEREIGN IMMUNITY.** The Parties agree and acknowledge that nothing contained in RFO No. 455-19-9038, Vendor's Offer, or this Contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the State of Texas. RRC and the State of Texas retain all legal defenses and immunities available to each. RRC does not waive any privileges, rights, defenses, remedies, or immunities, available to RRC as an agency of the State of Texas or otherwise available to RRC.

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


**7.06. ENTIRE CONTRACT AND MODIFICATION.** This Contract No. 455-20-1007 and all Contract Documents referenced in Section 1.01. herein constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly

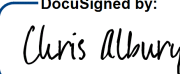
authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

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

**RAILROAD COMMISSION OF TEXAS**

**NEUBUS, INC.**


By:    
DocuSigned by:   
Wei Wang,   
Executive Director


By:    
DocuSigned by:   
Printed Name: Chris Albury   
Title: CEO


Date of Execution: 8/27/2019

Date of Execution: 8/26/2019

\_\_\_\_\_  
RRC use only below this line.


Div. Director: 

CM COO: 

OGC:  (approved as to form only)

\_\_\_\_\_  
DIR use only below this line.

**DIR SOW ID# RRC-000040**  
Texas Department of Information Resources SOW No. DIR-CPO-4407

 **8/29/2019 | 7:52 PM CDT**  
Authorized Signature Date

**Hershel Becker** **Chief Procurement Officer**  
Printed Name Title

**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

# 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.

**Sole Point of Contact:**

Reese Miller, CTCD, CTCM

Phone: (512) 463-6752

Email: reese.miller@rrc.texas.gov



**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:

<p><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</p>	<p><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</p>
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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>
		<b>Phone</b>
		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 available 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, SERVICEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL, INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF 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:**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor’s Federal Employer Identification Number

\_\_\_\_\_  
Vendor’s Authorized Representative Signature

\_\_\_\_\_  
Date signed

---

**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.

\_\_\_\_\_  
Vendor Printed Name

\_\_\_\_\_  
Vendor Representative’s Printed Name

\_\_\_\_\_  
Vendor Representative’s Signature

\_\_\_\_\_  
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



**PROPOSAL SUBMITTED FOR**

**RFO #455-19-9038**

**RAILROAD COMMISSION OF TEXAS (RRC)**

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

**DUE: July 26, 2019 @ 3:00 PM Central Standard Time**

**SUBMITTED BY:**

Neubus, Inc.

2300 Greenhill Drive, Bldg 9, STE 900

Round Rock, Texas 78664

512-833-5339

[www.neubus.com](http://www.neubus.com)

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## I. EXECUTIVE SUMMARY

Since 2001, Neubus has successfully completed hundreds of projects working with government agencies in fulfillment of services performed under our federal contracts and the Digital Imaging Services Contract (currently active on Texas Comptroller of Public Accounts Statewide Procurement Division (SPD) Contract 920-C1 initially awarded by the Texas Council on Competitive Government (CCG)). Through a host of competitive advantages and a dedication to supporting and working with federal, state, and local governments, Neubus takes the lead in innovation – helping its clients become more efficient while significantly reducing costs, reducing cycle times, and improving customer service. The Railroad Commission of Texas (RRC) is no exception to this rule.

For the last 16 years, it has been our honor and pleasure to provide RRC with imaging (including archival imaging) and electronic content management services as part of a truly turn-key, end-to-end solution. During this time, Neubus has participated in a wide variety of projects with RRC that range from simple document conversion and indexing to full-scale deployment and electronic delivery of processed output via Neubus' hosted content management services.

One of the most noted of these projects started in 2005. Neubus and RRC began a year-long business analysis of not only the whole of RRC's physical file room, Central Records, but of the multiple service departments responsible for navigating through the millions of physical permanent records to locate and retrieve the information their customers requested. True to its philosophy and core business practices, Neubus placed importance upon first understanding all aspects of RRC's critical business processes before executing a full business process re-engineering (BPR) effort to enhance the level of customer service and increase accessibility to the information. Neubus moved beyond the traditional, rigid imaging methodologies in recognition of the vastly different backgrounds that is the populace that RRC serves and successfully introduced RRC to the self-service model – over a decade before its trend today.

Year after year, Neubus remained in-step with RRC, a collaboration that resulted in the achievement of many great milestone initiatives, none of which would have been remotely possible without the invaluable knowledgebase of RRC's subject matter experts (SMEs) and their ability to succinctly voice the needs of the people they served on a daily basis.

Here are a few of the highlights Neubus and RRC achieved together over the past 16 years:

- Neubus deployed its first EDMS at RRC. It was used to host the web and EDI filings and miscellaneous letters generated by the RRC and the Neubus-indexed and digitized business-critical Production Reports (PR). Neubus had the business systems in place to meet the redundancy and availability SLA of 99%.
- Neubus worked closely with RRC SMEs and kicked off the BPR of the Central Records file room.
- Neubus completed the Central Records file room analysis and began/completed the Central Records file room conversion.
- Configured and deployed the Neubus ECMS<sup>1</sup> API for RRC web-GIS
- Increased availability of RRC records to the public via Neubus' public portal
- Neubus took over fulfillment of well log subscription services on behalf of RRC.
- Engineered and deployed multiple self-service channels to provide better accessibility for internal RRC business units, private consultants, public institutions, geologists, landmen,

and engineers.

- RRC was awarded the National Historical Publications and Records Commission (NHPRC) grant<sup>2</sup> to preserve historically significant records from East Texas.
- Neubus introduced document image streaming technology that allowed for the digital access and retrieval of the East Texas hearings files that contained many very large sized documents.
- Introduced and established the Energy Depot allowing access to bulk data for data and energy analytics companies in the oil and gas industries.

<sup>1</sup> *Over time, terminology evolved: DMS = ECMS*

<sup>2</sup> <https://www.rrc.texas.gov/media/8892/press-release-grant-award.pdf>

Neubus' long-standing relationship with RRC is viewed as a partnership more than anything else. Notwithstanding difficulties encountered over the years, Neubus and RRC have transcended obstacles together capitalizing on benefits from lessons learned. Focusing on Texas-based client experiences, Neubus has invested in years of development, continuously applying the latest in best practices to evolve processes and procedures over time, growing as RRC grows.

Neubus clients also enjoy the added benefit of participating in Neubus' Loyalty Rewards Program and may apply their loyalty rewards credits (LRC) to offset those professional services charges. Please refer to Neubus' Loyalty Rewards Program included with the DIR contract for further information. Based upon last year's image repository spending, RRC was entitled to a credit of almost \$50,000 to utilize on enhancements to the neuDocs Enterprise platform, professional services associated with the release upgrades, etc.

As the incumbent vendor, RRC assumes no risk of service disruption by choosing to continue services with Neubus. There is no comparing our capability which has already been proven over the last 16 years. Business process integration will continue to be seamless.

With this in mind, Neubus, Inc. is pleased to offer the following proposal to RRC. We look forward to the possibility of furthering our collaborative partnership with the RRC and continuing to provide our comprehensive Document Imaging Services (DIS) and Enterprise Content Management (ECM) services to RRC under the Texas Department of Information Resources (DIR) contract.

## **II. [RFO 2.0] INSTRUCTIONS TO OFFEROR**

### **A. [RFO 2.1] GENERAL OFFER INSTRUCTIONS**

#### **1. [RFO 2.1.1] Strict Adherence to Submission Deadline**

**[Neubus Response]:** Neubus understands the importance of adhering to the proposal submission deadline.

#### **2. [RFO 2.1.2] Execution of Offer**

**[Neubus Response]:** Please see the following pages for Neubus' signed Attachment 1 Execution of Offer.



## 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

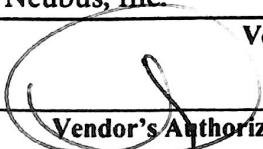
convicted of a felony criminal offense, or that if such a conviction has occurred, Vendor has fully advised RRC of the facts and circumstances within Vendor's Offer.

- 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:**

Neubus, Inc. \_\_\_\_\_  
 Vendor Name  
  
 Vendor's Authorized Representative Signature

74-2953009 \_\_\_\_\_  
 Vendor's Federal Employer Identification Number  
 07-25-2019 \_\_\_\_\_  
 Date signed

Christopher Albury, CEO

---

**Printed Name & Title of Authorized Representative**

**3. [RFO 2.1.3] Offer Labeling/Packaging**

**[Neubus Response]:** Neubus will adhere to the required packaging and labeling requirements.

The Q/A published by RRC appears in the pages that follow along with Neubus' signed acknowledgement of the Q/A in its transmittal letter.

**4. [RFO 2.1.4] Offer Delivery**

**[Neubus Response]:** Neubus will hand deliver its proposal to the designated Contract Manager, Reese Miller, at the given address.

**5. [RFO 2.1.5] Prohibited Communications; Sole Point of Contact**

**[Neubus Response]:** Neubus will adhere to communicating solely with the individual designated in RFO 2.4.5.1: Contract Manager, Reese Miller.

**B. [RFO 2.2] INQUIRIES AND ADDENDA**

**[Neubus Response]:** Neubus will submit inquiries per the prescribed format to the designated individual, Reese Miller, Contract Manager.

The Q/A published by RRC appears in the pages that follow along with Neubus' signed acknowledgement of the Q/A in its transmittal letter.

Neubus, Inc.

neubus

RRC RFO #455-19-9038

July 24, 2019

ATTN: Mr. J. Reese Miller  
Railroad Commission of Texas  
Contract Management Section, 10.180.4C  
1701 N. Congress Avenue  
Austin, TX 78701

**RE: Transmittal Letter**

Dear Mr. Miller,

Neubus, Inc. is pleased to submit the enclosed proposal to the Railroad Commission of Texas (RRC) for Document Imaging and Enterprise Content Management (ECM) Products, Software and Services, and Related Services as described in RFO 455-19-9038 as well as the corresponding Q/A issued 7/24/2019 (*RRC answers to RFO 455-19-9038 vendor questions*).


As the incumbent vendor, Neubus has demonstrated that we have the capability, experience, and the resources to perform (and continue to perform) and warranty the services as outlined in the RFO:

- Preparation of Documents
- Imaging Services/Solutions
- Enterprise Content Management Services
- Software Support
- Hardware Maintenance
- Source Media Destruction or Return
- End of Engagement/Transition Plan
- Customer Service
- Service Level Agreement
- Training
- Security

Neubus accepts the contract terms, without exception, in accordance with the details contained within this response.

We are confident that an evaluation of our proposal and our 16-year history of working in partnership with the RRC will justify RRC's selection of the Neubus team to continue providing these services.

Sincerely,



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07-25-2019

Date

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**RRC RFO 455-19-9038: Document Imaging and Enterprise Content Management (ECM) Products, Software and Services, and Related Services Questions and Answers**

1. We recognize the agency's urgency in completing this procurement prior to the expiration of the current contract, however, to provide vendors with sufficient time to provide a quality response, will the RRC consider extending the due date for proposals?
  - **RRC Response:** In order to ensure that a solution is in place for the beginning of FY 20, the deadline for vendor responses cannot be changed.
2. Is the RRC seeking to replace the current document management software?
  - **RRC Response:** RRC intends to have a document management software that is based upon the selected vendor's solution.
3. Does the RRC intend to award one contract for both imaging services and document management software?
  - **RRC Response:** RRC intends to award one contract that provides both imaging services and document management.
4. Please clarify this statement on Page 4: "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." As written, this sentence suggests that the awarded vendor is required to provide access to the incumbent's vendor's hosting environment. Please explain.
5. **RRC Response:** RRC expects a seamless transition consisting of uninterrupted access to the RRC and the public of existing and future data via the internet by 8/31/2019. All data currently hosted by the incumbent vendor must be included in the selected vendor's solution and remain accessible via the internet to RRC and the public.
6. What evaluation criteria will be used to award this contract?
  - **RRC Response:** RRC will evaluate based upon pricing for all items listed in the SOW and respondent's documented ability to provide a seamless transition, by 8/31/2019.
7. Are any imaging services currently performed on-site at the agency by the incumbent vendor? Is the agency interested in having any imaging services performed on-site?
  - **RRC Response:** The incumbent vendor does provide preparation for imaging on site and respondents may propose to perform work on-site at RRC offices.
8. What is the expected scope of the imaging/scanning work on an annual basis? Can you provide any historical data on the number of images scanned annually?
  - **RRC Response:** In 2016 there were 1,829,125 images scanned and hosted. In 2017 there were 1,354,322 images scanned and hosted. In 2019 there were 1, 826,725 images scanned and hosted.
9. The scope of work specifies "Records Management". Please explain this requirement in the context of RRC? Is this a requirement to store and manage physical records, records retention, etc.? If

records storage is a requirement, please describe the estimated number of physical records that must be stored.

- **RRC Response:** The selected vendor will store, manage, and retain records for the RRC in an electronic hosted environment and will be responsible for managing any and all paper records in Vendor's possession. The selected vendor must follow the RRC record retention schedule as required by the Texas State Library and Archives Commission (TSLAC). A copy of the record retention schedule can be made available upon request. The estimated number of physical records varies based upon RRC need but as of 7/2/19 there are 376 boxes in vendor storage.

10. Please identify and describe the systems that the ECM must integrate with?

- **RRC Response:** There are approximately 30 custom built systems/applications that integrate with the current ECM solution. These systems range from Java applications written in Struts 2.1 to PrimeFaces, JDeveloper and Oracle Forms and Reports. However, each of these systems use similar integration protocols using APIs.
- All existing APIs, search interfaces, and images shall be developed or migrated, tested, and deployed by 8/31/19. Interactions between these systems must function in such a way that no changes will be required by RRC staff.
- RRC is implementing a Salesforce solution that may also require integration with the ECM.

11. Please describe the RRC requirement for "Online Channel Enhancement"?

- **RRC Response:** Online channel enhancement includes ongoing, regularly updated product enhancements to ensure current technology availability and competitive product features while continually improving usability.

12. Is the ECM solution required to have a public portal to allow public users to search for, retrieve and view digital documents or does RRC provide a public portal through a separate application or solution which will integrate with the ECM software?

- **RRC Response:** RRC does not provide a public portal, therefore the selected respondent should provide an ECM solution that includes a public portal.

13. If selected, what are the transition requirements for the incoming vendor, including timeline to transition.

- **RRC Response:** The transition must be completed by 8/31/19 and is required to be seamless.

14. What is the requested format for presenting pricing for ECM software and services?

- **RRC Response:** Please provide pricing in a line item format for each item listed in the solicitation.

15. What is the duration of this contract award?

- **RRC Response:** This contract will be for one year, with 2 optional one-year renewals.

16. Section 2.1.3 (page 4) indicates Offer due date and time are also to appear on the label. Where on the label should this information be placed?

- **RRC Response:** The offer due date and time should be placed on the label and below the Contract Specialist's name.
17. Section 2.1.4 Offer Delivery, page 5: Can RRC please confirm the RFO # should be "455-19-9038"?
- **RRC Response:** RRC confirms the RFO # to be 455-19-9038.
18. Section 2.1.4 (page 5) and Section 2.1.5.1 (page 6): Can RRC please confirm if hand-delivered proposals are to go to the 10th floor reception desk or to 10.180.4C?
- **RRC Response:** All hand delivered proposals shall be delivered to the 10<sup>th</sup> floor reception desk.
19. Attachment 2: Vendor Info Security Agreement, page 32: There are two versions of the security agreement (second begins on page 33). Can RRC please confirm which copy is to be used?
- **RRC Response:** The security agreement that will be used for this opportunity is the one labeled Attachment 2: Railroad Commission of Texas Vendor Information Security Agreement that begins on page 32.
20. Attachment 2: Vendor Info Security Agreement, page 32: Can the RRC please confirm if the security agreement is to be submitted with the vendor's proposal or should it be delivered at contract award?
- **RRC Response:** The Vendor Info Security Agreement will be required of the Selected Vendor only and must be delivered prior to contract award.



**C. [RFO 2.3] REQUIRED NUMBER OF OFFER ORIGINALS AND COPIES**

**[Neubus Response]:** Neubus will submit the required ink signed paper original and copies. Neubus will also include a USB flash drive as directed.

**D. [RFO 2.4] CONFIDENTIAL INFORMATION; PUBLIC INFORMATION ACT DISCLOSURES**

**[Neubus Response]:** Neubus will clearly mark as appropriate any information (if any) that is considered proprietary or confidential, and will appropriately label the required media (if any).

**E. [RFO 2.5] EXCEPTION TO PROVISIONS**

**[Neubus Response]:** Neubus, Offeror, takes no exception to any part of this RFO.

**F. [RFO 2.6] ORGANIZATION OF OFFER**

**[Neubus Response]:** Neubus has organized this proposal according to the sections in the RFO with responses given when required. All pages are sequentially numbered.

**G. [RFO 2.7] MANDATORY DISCLOSURES**

**1. [RFO 2.7.1.1] Conflicts or Potential Conflicts of Interest**

**[Neubus Response]:** Neither Neubus nor its employees have any conflicts or potential conflicts of interest who will or may provide services under the Contract.

**2. [RFO 2.7.1.2] Changes in Ownership Conditions**

**[Neubus Response]:** Neubus will notify RRC of any ownership change as described in the RFO.

**3. [RFO 2.7.1.3] Legal Actions**

**[Neubus Response]:** Neubus does not have any pending or completed legal actions related to services performed. Also, Neubus has not been assessed any penalties or liquidated damages under any existing or past contract with any governmental entity.

### **III. [RFO 3.0] SCOPE OF WORK**

#### **A. [RFO 3.1.1] PREPARATION OF DOCUMENTS**

##### **1. Needs Assessment and Analysis**

###### **[Neubus Response]:**

One of the most important aspects of Neubus' pre-production phase is needs analysis assessment (NAA). Neubus currently performs NAA with RRC for each new project as part of the pre-production phase.

Through a discussion(s) with a client, the business environment is verified including existing work processes and systems in use and the business content is thoroughly examined. The most important objective of this assessment is to thoroughly review a project's requirements and allow clarifications to be requested prior to beginning production work. An NAA should result in verification of project information such as volume, source material composition, index/metadata fields to be captured, output delivery method, etc.

An NAA may also be the start of a full-blown business process re-engineering (BPR) effort. If the client requests further analysis of their business process to determine where efficiencies could be realized utilizing Neubus' services, Neubus will perform an in-depth interview(s) with the subject matter experts (SMEs) of the targeted functions/department(s). The Neubus business analyst (BA) will "walk through" the SME's workflow process to gain a better understanding regarding existing "AS-IS" process baselines. Several onsite or teleconference type meeting iterations may be necessary to come to an agreement that Neubus accurately captured the client's requirements and workflows (if applicable). Understanding where the client wants to be, "TO-BE" and performing a GAP analysis is key to determining what the exact requirements are and must be reviewed and approved by all stakeholders prior to project next steps.

The information determined during either type of NAA is then compared against the client's given requirements to ensure that Neubus implements the best-suited equipment, tools, techniques, and services for the client.

##### **2. Inventory Tracking/Chain of Custody**

###### **[Neubus Response]:**

Neubus places importance upon traceability and visibility of the RRC's physical boxes (including microforms) as they enter the document scanning process. In addition to controlling all aspects of the operations process to schedule, dispatch, and manage the physical boxes, Neubus will also use PCS2 to track the physical records inside the associated boxes. PCS2 is further enhanced by Neubus, incorporating the use of RFID tags. Neubus utilizes RFID technology at its facility as an effective way to reliably track client source physical boxes, and output media ingress and egress from the Neubus production facility the moment the boxes are read by the facility's RFID receivers.

By utilizing PCS2 to directly inventory each box's contents (e.g. each file), both RRC and Neubus has been capable and will continue to be capable of planning, implementing, monitoring, and controlling the efficient, effective flow of boxes received into Neubus'

production facility as well as have visibility to each file's progress through Neubus' processes.

Neubus currently provides RRC with assistance to inventory the boxes of source files. Box inventory will ensure each box's contents are accounted for and maintained (not comingled) throughout the digitizing process. See also "*III.A.4 [RFO 3.1.1] Preparation of Documents: Transitioning Documents, Microfiche, Microfilm, and Maps From Their Existing Format to One That Can Be Imaged*".

Neubus will continue providing blank adhesive labels to RRC so that PCS2 can be used to print box barcode information onto the labels. The labels are to be placed on the short sides of the corresponding boxes to enable a continuous chain of custody for tracking purposes and quality assurance. See also "*III.A.3 [RFO 3.1.1] Preparation of Documents: Document Pickup*".

### 3. Document Pickup

#### [Neubus Response]:

Neubus is fully capable of managing source document pickup from not only RRC, but continuing such pickups from all of its clients. Over the course of just two months alone, Neubus successfully managed the logistics involved with the secure pickup and transport of over **45,000** client boxes across the state of Texas (El Paso, Houston, Dallas, San Antonio, etc.) with Neubus' own drivers.

Neubus currently provides and will continue providing secure transportation of RRC's physical boxes (and any source media) to the Neubus production facility. The professional, security-screened Neubus drivers will use fully enclosed, appropriately-sized trucks with locked rear doors, and will return directly to the Neubus production facility (point-to-point), never leaving the vehicle unattended unless there is an emergency. With prior notice from the client about greater-than-usual quantities of boxes, Neubus will manage the logistics to complete the pickup of the given volume. Neubus ensures real-time en-route vehicle tracking and tracing capability utilizing a global positioning system (GPS).

When Neubus arrives to pick up the RFID enabled PCS2 labeled boxes, the general condition of the boxes will be assessed, and the manifest compared against the boxes. RRC's point of contact (POC) will be required to sign two copies of the manifest indicating agreement for the boxes to be taken and confirmation of the quantity being taken, beginning the chain of custody.

RRC's boxes will never be left in a vehicle or loading dock overnight and will always be secured in the appropriate, strictly segregated Neubus containment area. The RFID tags enable automatic tracking of the ingress and egress of each physical box the moment the boxes are read by the RFID receivers. PCS2 automatically updates to reflect the box is at the Neubus production facility.

The receiving process performed with PCS2 allows authorized personnel to determine what has been received when the boxes arrive at Neubus' production facility and document problems (**if any**) with the source material. Neubus' receiving process also doubles as a quality assurance verification step of the PCS2 inventory entry performed during client prep.

The chain of custody is electronically maintained in PCS2 from this point forward. Each check-in/check-out is automatically logged as the employees assigned to a RRC's project take the boxes from the secure document storage area to perform their authorized tasks in their designated, secure work areas. All timekeeping and tracking will occur through Neubus' PCS2. Neubus' production operators are required to log their tasks and activities in as they are performed on each box they are working on. Each box's status (date/time, state) is recorded from the point the box(es) are scheduled for pick up to the point of receipt at Neubus' production facility and each movement through Neubus' document conversion process (i.e. prep, scan, data entry, etc.). Upon logon, an employee's actions are recorded and maintained as part of an audit trail.

If any box(es) checked-out/in into PCS2 does not reconcile, it is recorded in Neubus' Support Management Services (SMS) (see also "*III.H. [RFO 3.1.8] Customer Service*") and the box's state is advanced to the appropriate error state and queued for the Rework/Remediation team (R/R) who will review, resolve or verify the error. If it can be resolved, the box's state is reset to the last production step. If the error cannot be resolved without RRC's input, R/R will notify the Neubus Account Project Manager (PM) to discuss the possible resolutions with RRC's POC.

When all the parts in the current box have completed the receiving process into the Neubus facility, the box is registered in PCS2 and the PCS2 box state is set to RECEIVED.

Any discrepancies due to inventory entry error will be recorded in SMS and queued for R/R who will verify the error and notify the Neubus Account PM to discuss the possible resolutions with the RRC POC.

PCS2 will always be updated to reflect the current contents of a box before it can proceed to the next processing step. Neubus will make certain that appropriate physical care is taken to ensure that files and the RRC information they contain are not damaged from the point Neubus picks up the boxes through to physical return custody of the boxes to RRC. Please see "*III.A.3 [RFO 3.1.1] Preparation of Documents: Document Handling*".

#### **4. Transitioning Documents, Microfiche, Microfilm, and Maps From Their Existing Format to One That Can Be Imaged**

##### **[Neubus Response]:**

Neubus provides two types of on-site staffing:

- a. Staff augmentation: Client is responsible for the supervision and output of the Neubus employees
- b. Delivery-based on-site staffing **[Preferred]**: Neubus is responsible for the supervision of the resources, output, and deliverables. There is no additional cost associated with the on-site supervision.

See also "*III.A.2 [RFO 3.1.1] Preparation of Documents: Inventory Tracking/Chain of Custody*".

Standard client prep activities performed on-site include box and part inventory entry into Neubus' Production Control Services (PCS2), and insertion of PCS2 barcode pages for

association with the related contents of each box.

RRC, however, requires far more complex client prep to be performed including document/file review, culling non-qualified/duplicate documents, sorting, redacting, etc. In order to fulfill such activities successfully, RRC must provide a greater level of instruction and direction to Neubus personnel.

For example, for the historical hearings files during the prepping process, the files were divided into three categories for scanning. The categories were determined by type and purpose of each document. The categories are:

- (a) Base or Parent Boxes: Pages are sorted, culled, duplicates removed, copies made of fragile pages that would not go through ADF scanner, redaction performed of PII information. For paper that is 11" x 17" or smaller.
- (b) Merge Oversize Boxes: These pages are larger than 11" x 17" and typically maps and exhibits and must be scanned on separate hardware, but these exhibit documents must remain in the same order as the paper was in the original file. In order to accomplish this, a barcode must be inserted in the parent file and a related barcode must precede the oversized page in a separate, but logically linked box.
- (c) True Oversize Boxes: These pages are typically well logs and cannot be merged into the parent PDFs due to their size. These are also scanned on separate hardware, but a link to each TIFF image will appear adjacent to the link to the parent PDF file in the display for each hearing file. In order to accomplish this, a barcode must be inserted in the parent file and a related barcode must precede the oversized page in a separate, but logically linked box.

As part of the service of document preparation for scanning, one document prep operator is assigned to work each box, one at a time. Inventory is verified and the condition of the box's contents are assessed to make repairs/unfolds/etc. as needed. Neubus will remove various appendages including paperclips, binder clips, tape, rubber bands, and staples.

For scanning of unbound material and books with bindings that can be removed (per RRC's specification), Neubus will follow appropriate document handling procedures as necessary for proper imaging. As part of the Neubus document/media handling preparation process, this includes removing documents from their box and removal from their envelopes or binders or other bindings/containers. Once removed, a Neubus document preparation specialist will begin prepping the document for scanning. Prepping may include removal of fasteners including staples, binder clips, paper clips, or any other device that would bind pages together (disbanding) including removal of stitch bindings, glue binding, tape bindings. Prepping will also include unfolding folded pages, removing creases from pages, and ensuring that each page is straight and capable of being scanned.

If there are bound books, Neubus will first determine the type of library binding utilized and make an assessment on the appropriate method of binding removal, be it a staple remover or, if permitted per RRC specification, by using a commercial guillotine stack paper cutter/trimmer to remove the spine if there is sufficient gutter space available.

As part of the prepping process, Neubus document prepping specialists are trained to review each page for its ability to produce a clear, readable scanned image. If the specialist sees a page that is badly faded or any other problem that may result in a less-than-optimal image, the prepping specialist will try to correct that problem.

For example, Neubus may photocopy (if permissible) fragile or badly faded records, and very thick materials (e.g., cardboard USPS boxes) to increase the contrast or otherwise improve the scan characteristics of the document. If the prepping specialist is successful, the original document is replaced with the photocopied document in the proper place to maintain the original page order and the original document is placed in the original shipping box. The photocopy will be a standard size document. The original record is placed into a folder and back into the box and kept with all other original documents. This effectively eliminates the potential errors when manually inserting an image from a flatbed scanner later in the scanning process and ensures the scan integrity of the document.

Another common problem when preparing large batches of documents is that a page may be torn, edges may be ragged, and top/bottom corners may be dog-eared due to use or repeated stapling/unstapling. When a document is found to be in poor scannable condition, such as just described, the prepping specialist may attempt to repair the document by taping (if permitted) the torn pieces together or, depending on the amount of damage, the prepping specialist may need to photocopy (if permitted) the document and replace the original with the photocopy.

Documents are also oriented correctly on a best effort basis to try to ensure all pages are face up and pages are not upside down. Foldouts and/or materials found within a document's pockets will be handled as directed by RRC whether it is prepared for scanning or if it is to be disregarded and left with the source document for return to RRC.

## 5. Document Handling

### [Neubus Response]:

At all times during the document preparation process, the document prepping specialist will handle all documents carefully, page by page, and will note and record any damage caused during the prepping process. The goal of the prepping process is to produce a batch of documents that can be scanned without causing scanner errors and produce the most optimal image possible. If a document is damaged beyond repair, the Neubus Account PM is notified to discuss with the the RRC's POC for guidance.

For the variety of source materials (e.g. vellum, mylar, linen, onion skin/fragile paper, pin-feed paper, mimeographs, construction/heavy paper, other visual/pictorial materials, textual/illustrated material) Neubus may encounter as a result of different projects with RRC, Neubus has specific document prep processes for each type, even when a single document may possess multiple formats. Neubus will review each project's requirements with RRC for guidance on how to handle the source document formats. If there are questions about how to handle a document, Neubus will review the question with RRC's POC.

Documents considered to be special format are scanned or converted on separate hardware (based on the source document) than that of standard paper documents and include the following additional measures:

- For preparation of microforms (microfilm or microfiche), each microform will be removed from its box or jacket and visually inspected to ensure the overall physical condition and integrity of the media prior to scanning. When the inspection is complete,

the microforms are returned to their box or jacket and the boxes are readied and staged for scanning.

- Photographic prints on photo quality paper or printed standard paper will be inspected for tape or bindings and anything else that might produce a bad image. For Polaroid prints, Neubus will tape all four corners of the photo. Once the documents are properly prepared, Neubus will ensure proper alignment, orientation, removal of folds, and repair of torn documents prior to scanning.
- If there are photographic negatives and/or slides, or transparencies, Neubus prep staff will remove these items from the folders using white cotton gloves in order to protect the materials from damage.
- If there are non-scannable materials such as DVDs, VHS and/or BETA tapes, floppy disks/CDs, audio disks, Neubus prep staff will inspect these materials to ensure the overall physical condition and integrity of the media prior to conversion.
- If there are oversized documents, newspapers, manuscripts, or drawings, Neubus will remove various appendages including paperclips, binder clips, rubber bands, and staples. Once the documents are properly prepared, Neubus will ensure proper alignment, orientation, removal of folds, and repair of any tears prior to scanning.
- Unless otherwise required in an assigned RRC project, Neubus will remove all bindings from source materials including books and other bound volumes to digitize the various types of documents (e.g., sticky notes, prints, posters, newspaper, drawings, slides, certified mail cards, books, etc.) as required.

As the document/media preparation of a box is completed, the prepped source material is carefully placed back into its originating box. If the source material was contained within folders, the folders are placed together in the back of the box to ensure the materials received in a box are also returned in that same box. The readied box is then queued for the capture/scanning process.

The document handling process ensures pages are maintained in the same order they were received as well as increases the scan operator's efficiency during the scanning process (see "*III.B.3 [RFO 3.1.2] Imaging Services/Solutions: Document Conversion*").

## **6. Document Re-Preparation (Remediation)**

### **[Neubus Response]:**

Neubus provides document re-preparation for client source material that has completed the scanning process. This entails at a minimum, return of the pages to their originating boxes in the manner in which they were scanned (e.g. scanned pages with bindings removed separated by indicators). Any folders associated with the scanned pages will be placed altogether at the end of their originating boxes.

Additional levels of re-preparation can be performed as required by the client. This may include return of the scanned pages to originating folders, reattaching fasteners (e.g. binder clips, rubber bands, etc.), creating protective enclosures, wrapping loose pages, etc.

## 7. Indexing and Formatting

### [Neubus Response]:

PCS2 is Neubus' web-based production workflow engine, which is state-driven. Through PCS2, Neubus schedules, dispatches, tracks, and manages all aspects of the document conversion process, from shipment of physical documents from the RRC to the delivery of the final digital document. By utilizing PCS2, both clients and Neubus are capable of planning, implementing, and controlling the efficient, effective flow of physical documents once they are prepared for shipping to the Neubus facility. This includes the tracking and management of physical document shipping, receiving, internal handling, and final return of physical documents back to the RRC. PCS2 also tracks each document conversion task including imaging, imaging QA, indexing, indexing QA, processing, recognition, backup, delivery of electronic files, and return of physical source media. In addition, PCS2 is the platform for the secure, web-based, applications for all document conversion tasks including scanning, image sampling, indexing, index sampling, packaging, etc.

To facilitate inventory tracking, PCS2 uses the following terminology when referring to boxes, packages, file folders, and documents/records:

BOX = RRC Box

PART = RRC File Folder

Thus, a box received from the RRC will be termed a BOX and folders in the BOX will be termed as PART(s).

### *Error Handling Procedures*

Neubus will handle all errors for each production process step in the following manner. Neubus defines an "error" as any event that disrupts the processing step and prevents it from proceeding.

#### Initial Error Discovery

- (a) If an error occurs, the operator for that process will try to resolve the issue. If the error can be corrected, the operator will make the correction and continue to process the PART.
- (b) If the operator cannot resolve the issue, the operator will set the current PART state to XXXX\_ERR (e.g., SCANNING\_ERR), which represents an error state.
- (c) The operator will then de-link the defective PART (which is at the RRC folder level) from its current BOX, which can continue through processing.
- (d) Once de-linked, the operator will create a new BOX and add the defective PART and the BOX will be set at XXXX\_ERR.
- (e) The newly created BOX will then be queued to the Rework/Remediation (R/R) queue for error analysis.
- (f) The Operator will create an online ticketing system entry to document the problem.



*Rework/Remediation (R/R)*

- (a) When a defective BOX is received by R/R, R/R will analyze and document the problem.
- (b) R/R will try to resolve the issue.
- (c) If the issue can be resolved, R/R will resolve the issue and reset the BOX state to the correct production step and return the BOX to that queue
- (d) If the issue cannot be resolved, R/R will update the online ticketing system, maintain the current state level of the BOX, and create an SMS trouble ticket as appropriate and send it to both the Account Project Manager (PM) and the Technical Executive for review.
- (e) If appropriate, the Operations Manager will forward the SMS ticket to the RRC and discuss the possible resolutions.

Backed by Neubus' development team, all manual indexing/data entry/keying/coding, whether explicit or implicit, is done using in-house created indexing applications and tools. These in-house developed applications are designed and operator-tested to be as efficient as possible to maximize the indexing operator's productivity.

After indexing is completed, Neubus begins the processing and packaging of the images and captured data. Neubus provides standard open formats such as TIFF, PDF, and JPEG. In addition, Neubus can also provide formats such as PDF/A if requested.

Neubus currently aids RRC with importing data into their existing business systems, demonstrating Neubus' ability to provide the indexing information (e.g. Production Reporting (PR)) in a non-proprietary text file such as comma separated values (CSV) file or fixed-length text file. Neubus ensures the final products conform with RRC's requirements.

Packaged output is currently electronically delivered via Neubus' ECM, neuDocs Enterprise, to allow RRC the ability to perform QA. RRC utilizes Neubus' SMS to report any issues with the delivered output for Neubus to address/remediate.

RRC's images and data remain hosted by Neubus in neuDocs Enterprise for ease of access/retrieval.

If other methods of delivery are required (e.g. CD/DVD, external hard drive, SFTP, etc.), Neubus will perform the procedures to complete the delivery including coordinating with RRC's POC to provide export/import support of the delivery to the RRC's existing business systems.

## **8. Technology Hardware**

### **[Neubus Response]:**

Neubus services include hardware allocation, installation, maintenance and monitoring in support of Neubus' ECM services. Neubus utilizes the following technology hardware to fulfill its services to its clients:

Servers: Dell PowerEdge R2,5,7,9 series

External Storage: Dell PowerVault MD series, StoneFly "Unified Scaled Out" SAN+NAS  
Tape Library: Dell PowerVault TL series, Qstar Archive Manager with HPE MSL3040

## 9. Meta-Data Key Entry

### [Neubus Response]:

As stated above, all indexing/meta-data entry/keying/coding is done using in-house created indexing applications. Neubus follows ANSI/NISO Z39.87 and PREMIS standards.

For indexing, Neubus has the capability to perform either automated indexing or manual indexing, or provide solutions that utilize both methods.

Neubus can perform manual key entry of the required data fields captured from the designated document areas per the RRC's requirements.

Manual key entry is the method in which key entry operators view the scanned image on a monitor and key enter the required data into another field on the monitor (manual key entry utilizes a split screen on one monitor).

Neubus will perform manual indexing activities on each of the completed batches that successfully exit a batching application. This entails utilizing Neubus-developed/configured indexing application(s) to capture required index data that can be a single field up to dozens – allowing the clients who utilize neuDocs Enterprise, especially RRC, to have the flexibility to execute more powerful search and retrievals of their documents.

Using representative samples provided by the RRC, Neubus' indexers are trained to recognize the index data to be captured. Human recognition can be based upon form identifiers, form markers, etc. The indexers will utilize any client-provided business rules to help determine what data needs to be indexed when multiple possibilities exist to be captured.

Additionally, Neubus also understands the distinction between implicit and explicit data capture. Explicit indexing is where the fields are clearly labeled (usually on the first page of a document) and immediately understood (e.g. SSN, Date of Birth, First Name, Last Name, etc.). Implicit indexing requires a greater level of skill of the indexer who has to infer what information needs to be captured (e.g. grantor vs. grantee) by reading the document's content.

Neubus also incorporates as many validation points as possible during the conversion process. For instance, many indexing values can be verified by creating a validation program around the type of data expected and known criteria. For example, Neubus can validate the data entry (indexing) of an SSN by requiring the data entered to be only numeric digits (no alpha characters) and must be nine digits long. Thus an SSN that is keyed as 123-4b-5678 would be rejected. Validation can also use simple spell checks and spelling rules. For example, if the data field is a state's abbreviation, such as AL, validation would allow AL or TX but not TY. Furthermore, AL can be validated as correct, instead of AY, by a rule that validates the state against the supplied Zip Code. Thus, an entry of AL with a Texas Zip Code would be rejected.

Computer validation can also operate against information supplied by RRC. RRC may

provide a text file that contains the names, addresses, and Zip Codes of businesses. Once setup, if the name of a business is entered, such as ACME Supply (and there is only one), the address, Zip Code and any other information, such as an employer identification number (EIN), can also be automatically loaded, completing the indexing operation.

## 10. Return of Documents to RRC

### [Neubus Response]:

If destruction services are not required, then coincident with Neubus' quality assurance of the scanned images produced at Neubus' facility, Neubus will prepare for the secure transportation return of the physical boxes back to RRC.

When Neubus arrives to drop off the physical boxes, RRC's POC will once again sign two copies of the manifest confirming transfer of custody of the boxes, and total quantity for transport. The chain of custody log is updated for the last time.

See also "*III.F. [RFO 3.1.6] Source Media Destruction or Return*".

## B. [RFO 3.1.2] IMAGING SERVICES/SOLUTIONS

### 1. Imaging (ICR, OCR, OMR)

#### [Neubus Response]:

Neubus' solutions can be configured to utilize automated document classification based on Intelligent Document Recognition (IDR). This helps reduce costs to clients where traditional indexing/data entry becomes the bulk of the conversion cost due to the manual effort performed.

Neubus utilizes automated industry standard commercial OCR techniques to accomplish automated bulk OCR. These techniques use OCR/ICR/OMR/IDR to read and interpret data from the documents with accuracy dependent upon the quality of the source documents.

The OCR/ICR/OMR/IDR application offers a wealth of advanced recognition capabilities including the ability to:

- Read machine print, hand-written print, barcodes, and marksense boxes (check boxes)
- Recognize courtesy and legal amount fields on financial documents
- Compensate for poor print quality (faint printing, colored or dirty background, etc.)
- Recognize touching or broken characters
- Automatically identify the document types and/or categories

The data extracted from each document is automatically cleansed by comparing the data against dictionaries, identified trash characters, and known business rules to produce meaningful data. The cleansed, extracted data is then transformed and merged with the key/manifest information entered into Neubus' Production Control Service (PCS2) along with matched records from the client's data source(s) if available.

If source material is archival/historical in nature, the accuracy of the bulk OCR is greatly affected and cannot be guaranteed to meet an accuracy requirement without a 100% review and manual correction of the bulk OCR output. If required by the client, Neubus will include pricing (per project order) for manual correction of bulk OCR output.

For detail on archive scan quality for documents, microfiche, microfilm, maps, etc., please see “*III.B.3 [RFO 3.1.2] Imaging Services/Solutions: Document Conversion*”.

## 2. Image Enhancement

### [Neubus Response]:

Neubus’ production conversion hardware (including microform scanners) allow image enhancements to be applied to individual images (manual effort) as well as to an entire project (automatic). Enhancements to improve the legibility of text and lines may include:

- Image zonal enhancement
- De-speckling
- De-skewing
- Cropping
- Threshold modifications
- Size of image relative to the original (measured in both horizontal and vertical direction)
- Adequate contrast
- Adequate brightness
- Color dropout (dropout of specific colors from a test target)
- Image orientation
- Separation of black from white features

## 3. Document Conversion

### [Neubus Response]:

- a. Archive scan quality for documents, microfiche, microfilm, maps, etc.

There is significant focus placed upon Texas’ historical documents and records making digital preservation a continuing, increasingly requested service. Historical documents are considered to be special format and are required to be scanned on distinctly different hardware (e.g. planetary scanners, non-contact scanning, etc.) than that of standard paper documents (to be based on the source document). Neubus’ equipment selection is indicative of the understanding that there are absolute operational differences between production conversion hardware and digital preservation hardware.

Therefore, as part of Neubus’ solution for the preservation imaging of archival source

materials, Neubus uses PREMIS and FADGI compliant hardware, non-destructive processes, and DICE targets (Golden Thread targets) to produce quality-ensured images in open standard archival formats (e.g. JPEG2000, PDF/A, etc.) and associated metadata.

b. Standard and Oversized

Neubus follows FADGI guidelines and will determine the type of material being scanned and review project documentation for any special handling required for source document formats. For instance, should the documents require placement into archival enclosures, Neubus will perform such placement such that mechanical handling does not cause damage.

The selected scanner(s) is calibrated and confirmed to be working correctly. Neubus adheres to the ANSI/AIIM MS44-1988 (R1993): Recommended Practice for Quality Control of Image Scanners to maintain and calibrate the machine. This entails cleaning the scanners including vacuuming, image plate cleaning, and general inspection of the scanner mechanism by the operator, testing that the scan machine is properly set up, and performing a test run to verify the scanning light and focus before a batch of similar documents is scanned.

For quality control purposes, a part, once started, must be scanned on the same scanner by the same operator within one shift and the operator must completely finish scanning a part. If the operator cannot finish scanning a part, the operator will stop scanning, delete the partially completed part images, and return the part state to PREPPED.

Once a box has completed scanning, PCS2 will be used to perform an automated inventory check of the parts scanned against the box's prepped inventory. This ensures that all parts were scanned and the prepped inventory matches the scanned inventory in PCS2. If reconcilable, the box's status in PCS2 is updated from SCANNED to INVENTORY\_CHECKED.

If the inventory check fails due to a missing part barcode page or unreadable part barcode page, the operator will correct the error and complete the scanning process.

In a rare incident that a record is damaged during the scan process and cannot be repaired, it will be packaged with the trouble ticket in an envelope and returned to the box with the corresponding folder. The RRC's POC will be notified and Neubus will wait for guidance.

Clients have the option of having non-oversized documents processed onsite within their facility. Depending upon the volume and the composition of oversized pages (e.g. maps, Mylar, etc.) however, boxes of oversized documents normally undergo conversion and processing at Neubus' production facilities.

c. Desktop Scanning

Clients can utilize Neubus' desktop scanning hardware to support their day-forward, paperless business processes. The feature-rich, Neubus-developed scanning application empowers the client providing additional imaging controls such as post-scanning image enhancement to ensure cleaner, more suitably sized scans; image

contrast adjustment, and more.

Currently, the following RRC projects utilize Neubus' desktop scanning hardware and in-house developed application to add new content to neuDocs Enterprise:

- Hearings Day-forward
- Gas Services Dockets
- Hydrogen Sulfide (H-9)
- Injection/Disposal Permits (H-1/H-1A)
- Mechanical Integrity Tests (H-5)
- Skim Oil Reports (P-18)
- Surface Mining Correspondence
- Transportation/Storage Reports (T-1)
- Dry Hole
- Oil and Gas Internal
- Pipeline Online Permits System (T-4)

d. neuDocs Capture Mobile

This service is not currently utilized by RRC, but it is available to RRC and may prove useful for field level capture. This mobile application (developed by Neubus) enables intelligent document management. It is a solution application with voice command support that is used worldwide. Users easily turn their smartphones or tablets into handheld document scanners to scan and upload multipage PDF or JPEG files to send via email, or save in a user-selected document storage method such as Dropbox, or Neubus' vBox. Coupled with Neubus' vBox, users get secure, full back-end integration and workflow.

#### 4. Records Management

##### [Neubus Response]:

Neubus provides clients with secure Records Management Services to support their processes for managing the converted records' storage, retention, and disposition of the converted electronic records hosted by Neubus.

Physical client boxes are securely stored (without storage fees) while the source materials are in Neubus' custody waiting to undergo Neubus conversion, are currently in conversion processing, or have completed Neubus' conversion services. All client source materials are catalogued prior to placement and storage within Neubus' code-compliant (NFPA 2017) concrete facility structures complete with security certification, monitoring 24/7/365, strict environmental controls, and RFID asset tracking and management. Neubus maintains secure areas for both work and storage that offer optimal environmental conditions for client source and archival materials. This includes providing physical storage according to stringent standards for temperature, humidity, light, air quality, gas fire suppression, UV light

exposure limits, etc.

See also “*III.A.2 [RFO 3.1.1] Preparation of Documents: Inventory Tracking/Chain of Custody*”.

## 5. Digital Storage Retention, and Hosting

### [Neubus Response]:

Neubus conceived and put into use a three-tiered solution that provides clients even more significant cost savings (below the industry average), and promotes increased efficiency, and greater management of client data. The three-tiered solution is made up of online, nearline, and offline storage.

Neubus’ three-tiered solution leverages the lower cost of nearline storage with its negligibly longer retrieval time against the more expensive, ‘accessible in an instant’ online storage to demonstrate just how much savings can be realized with nearly inconsequential impact to response time (e.g. online response time in seconds, nearline response time in minutes with offline response time in hours/days).

Studies show that only 10%-20% of a client’s data set is actively in use. Spurred by this information, Neubus looked for solutions to make it possible to determine what subset of data was more likely to be actively accessed by the client. Through predictive analytics, Neubus is able to effectively manage the subset of data to be kept online vs. nearline.

Based on these findings, Neubus proceeded with its new solution, implementing use of a modified set of records retention rules to dynamically move client data back and forth between online and nearline storage based upon its increased/decreased probability of active/inactive access.

Although Neubus’ nearline tiered storage is not currently used by RRC, RRC has the option to utilize this service and benefit from the additional savings other clients are experiencing (up to 50% savings in image repository hosting).

See also “*III.C.4 [RFO 3.1.3] Enterprise Content Management Services: Digital Retention, Storage and Hosting*”.

## 6. Microfiche and Digitization Imaging

### [Neubus Response]:

Besides standard paper, Neubus has converted all types of physical documents of various weights and quality for RRC, including index cards, post-its, older onion skin paper, microfilm, drawings, newspapers, photographs, oversized maps, well logs, permanent records, etc. There has not yet been a requirement to digitize microfiche for RRC, however, Neubus is more than capable of performing that type of conversion as well.

As part of Neubus’ NAA performed during the pre-production phase, Neubus works with the client to take the time to assess the quality and understand the physical attributes of the client’s source documents before selecting the scanning hardware most suited to the project order’s requirements. Neubus will determine the type of material being scanned and review

reference documentation for any special handling required for the source document formats. For instance, should the documents require archival enclosures, Neubus will place the documents into such enclosures such that mechanical handling does not cause damage to the source materials.

Neubus provisions as part of its services the hardware that fulfills a client's requirements. As a result of working directly with its equipment providers to ensure that equipment and software are always technologically up-to-date, non-proprietary, and standards based, Neubus has an arsenal of hardware from many different vendors such as Canon production and desktop level scanners, hardware from Contex, Kodak, Fujitsu, Bantek, nextScan, Mekel and Wicks and Wilson (for microforms), Epson, Xerox, Bookeye (planetary), etc.

If it is ever determined there is additional hardware needed to satisfy the requirements, Neubus will provision as part of its services the hardware that fulfills the requirements to meet (or in most cases, exceed) the client's expectations. Neubus will also apply the appropriate imaging system modifications (scan settings), workflow adjustments (scanning procedures), and/or software adjustments.

Prior to digital scanning of microforms (microfilm or microfiche), each microform will be removed from its box or jacket (Microfiche may arrive in jacketed folders or they may be unjacketed.) and visually inspected to ensure the overall physical condition and integrity of the media prior to scanning. When the inspection is complete, the microforms are returned to their box or jacket, and the BOXES are readied and staged for scanning. If a microfiche does not have a jacket, Neubus will provide a jacket.

If there is an error condition, such as a microform that is damaged beyond repair, it is recorded in the SMS online ticketing system and the BOX state is advanced to SCANNING\_ERR and queued to the Rework/Remediation team for further handling and resolution as described previously in the *Error Handling Procedures*. Such conditions might include overlapped images, bent images, or film degradation. Neubus will exercise the utmost care when handling microforms. If the microform is not scannable, the damaged source material will be reported in SMS and the RRC contacted for further instructions.

Neubus just completed a large microfiche conversion project utilizing the state-of-the-art equipment for microfiche conversion.

## 7. Interface with RRC System

### [Neubus Response]:

Neubus provides APIs to support multiple RRC internal/external systems. For example:

- a. well log integration API for upload and view
- b. T4 integration API for upload and view
- c. OGW integration API for upload and view
- d. H5 Integration api for upload and view
- e. Dry hole integration API for upload and view
- f. API for web and EDI filings and miscellaneous letters generated by RRC



g. API for Drilling Permits Application

Neubus indexes and processes Production Reporting (PR) forms, Annual Disposal/Injection Well Monitoring report (H-10) forms, and Online Completion Packets and Directional Surveys (OCP-DS) forms for ingestion into RRC systems.

See also “*III.C.12 Enterprise Content Management Services [RFO 3.1.3] Providing for and Interfacing With Custom Application Interfaces of RRC Software/Systems*”.

## C. [RFO 3.1.3] ENTERPRISE CONTENT MANAGEMENT SERVICES

### [Neubus Response]:

Neubus’ ECM emphasis are on the following areas. Our primary technology focus is on the autoclassification of records (unstructured). We believe this has the potential to yield a substantial savings to our clients. See also “*III.C.15 Enterprise Content Management Services [RFO 3.1.3] Information Governance*”.

The other area that has proven to be very successful from the viewpoint of cost-savings has been the deployment of our nearline storage option. As previously mentioned, we have one client who has seen their storage costs drop by 50% utilizing this option. See also “*III.C.4 Enterprise Content Management Services [RFO 3.1.3] Digital Retention, Storage and Hosting*”.

### 1. Hosted Solution and Services

#### [Neubus Response]:

Neubus provides electronic content management as part of its Digital Imaging Services (DIS) solution. Presented altogether as an integrated set of service offerings, clients are able to benefit from the utilization of one or all of the services Neubus has developed.

Neubus’ technology solutions are delivered as a service because 1) Clients do not need to worry about supporting the integration of a COTS product into their business workflows, 2) No additional services or components to purchase (e.g. third party professional services to help manage the separately purchased hardware and software.

Neubus’ turn-key solutions are meant to relieve the burden and overhead caused by a cobbled together, disjointed solution. Utilizing Neubus, clients do not need to address asset or resource acquisition nor do they need to recruit for specific skill sets. Neubus is truly the “one stop shop” striving to provide clients with every essential need without the unnecessary bells and whistles that stand-alone products are usually packaged with.

This is a key reason why Neubus provides records storage services. Clients usually realize they need digital imaging because their office spaces become filled with paper. A lot of times, however, clients are not in the position to immediately convert those records. In these cases, Neubus also offers an alternative – extended storage with scan-on-demand to convert records as requests are received for them.

## 2. Images and Associated Meta Data

### [Neubus Response]:

Images and associated meta data are stored in the neuDocs Enterprise repository. Using specified indexes, end users are able to perform searches in rrcsearch to retrieve the images.

The following table gives an overview of the indexed information processed for each RRC project.

See also:

*“III.A.7 Preparation of Documents [RFO 3.1.1] Indexing and Formatting”*

*“III.B.3 Imaging Services/Solutions [RFO 3.1.2] Document Conversion”*

PROFILES

1 Drilling Permit Number		EAST TEXAS HEARINGS	P5 ORGANIZATION REPORT	RRC SITE REMEDIATION	RRC OIL AND GAS INTERNAL	SURFACE COMMINGLING PERMITS (P-17)	DISPOSAL PERMITS (W-14)	MECHANICAL INTEGRITY TESTS (H-5)	DRY HOLES	OIL & GAS HEARINGS	PIPELINE PERMITS (T-4)	GAS SERVICES AUDIT ANNUAL REPORT	GAS SERVICES DOCKETS	WELL LOG (WL)	OIL AND GAS WELL RECORDS	SURFACE COAL MINING APPLICATION	SURFACE COAL MINING CORRESPONDENCE	INJECTION/ DISPOSAL PERMITS (H-1/H-1A)	GROUNDWATER PROTECTION DETERMINATION LETTERS	DISTRICT OFFICE	SKIM OIL REPORTS (P-18)	TRANSPORTATION/ STORAGE REPORTS (T-1)	HYDROGEN SULFIDE (H-9)
2 Applicant's Name						FT	FT	FT	FT	FT	FT	FT	FT			FT	FT	FT	FT				
3 Application File		INTERNAL	INTERNAL	INTERNAL	INTERNAL	I/E	I/E	I/E	I/E	I/E	I/E	I/E	I/E	I/E	I <sup>6</sup> /E	I/E	I/E	I/E	I/E	I/E	I/E	I/E	I/E
4 Lease ID																							
5 County																							
6 Not used for editing																							
7 Not a dropdown																							
KS FIELDS	TYPE																						
Abstract Number																							
Additional Info																							
Administrative Close Date	Range																						
Alternate Survey Name																							
API Number																							
Applicant Name																							
Application File Date	Range																						
Approval Date	Range																						
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Cancelled Permit	DD																						
Certification Number																							
City																							
Close Date	Range																						
Commingling Effective Date																							
Commingling Permit Number																							
Company ID																							
Company Name																							
Copy to Public	DD																						
County Name																							
County Number																							
Date of Letter	Range																						
District	DD																						
Docket Approval Number																							
Docket Issued Number																							
Docket Number																							
Docket Type																							
Document Type	DD																						
Drilling Number																							
Field Name																							
Field Number																							
File End Date	Range																						
File Number																							
File Start Date	Range																						
File Type	DD																						
Final Order/ Administratively Closed Date	Range																						

PROFILES

1 Drilling Permit Number																							
2 Applicant's Name		EAST TEXAS HEARINGS	P5 ORGANIZATION REPORT	RRC SITE REMEDIATION	RRC OIL AND GAS INTERNAL	SURFACE COMMINGLING PERMITS (P-17)	DISPOSAL PERMITS (W-14)	MECHANICAL INTEGRITY TESTS (H-5)	DRY HOLES	OIL & GAS HEARINGS	PIPELINE PERMITS (T-4)	GAS SERVICES AUDIT ANNUAL REPORT	GAS SERVICES DOCKETS	WELL LOG (WL)	OIL AND GAS WELL RECORDS	SURFACE COAL MINING APPLICATION	SURFACE COAL MINING CORRESPONDENCE	INJECTION/ DISPOSAL PERMITS (H-1/H-1A)	GROUNDWATER PROTECTION DETERMINATION LETTERS	DISTRICT OFFICE	SKIM OIL REPORTS (P-18)	TRANSPORTATION/ STORAGE REPORTS (T-1)	HYDROGEN SULFIDE (H-9)
3 Application File						FT	FT	FT	FT	FT	FT	FT	FT	FT	FT	FT	FT	FT	FT				
4 Lease ID						I/E	I/E	I/E	I/E	I/E	I/E	I/E	I/E	I/E	I <sup>6</sup> /E	I/E	I/E	I/E	I/E	I/E	I/E	I/E	I/E
5 County																							
6 Not used for editing																							
7 Not a dropdown																							
KS FIELDS	TYPE																						
Final Order Date	Range																						
Fiscal Year			•																				
Gatherer Code																						•	
General Operation Type	DD																						•
H-1 Number																		•					
H-5 Date								•															
Hearing Date	Range	•								•													
Index													•										
Labor																			•				
League																			•				
Lease Name		•		•	•		•	•	•	•				•	•			•	•	•			
Lease Number				• <sup>4</sup>														•	•		• <sup>4</sup>		
Lease Status						•																	
Lot																			•				
Notes																							
Oil Lease/Gas ID		•			•	•	•	•		•				•	•								
Open Date	Range			•																			
Operator Name			•	•	•	•	•	•	•		•			•	•			•	•	•	•	•	•
Operator Number			•			•	•	•			•							•			•	•	•
Operator P5 Number																			•				
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Permit Mine Name	DD																						
Permit Number																							
Pipeline Number																							•
Porcion																							
Program Type	DD			•																			
Project ID Number																		•					
Received Date	Range																						
Regulation	DD																						
Registration Number																							•
Reporting Period Month	DD																					•	•
Reporting Period Year	DD																					•	•
SC Number																			•				
Scan Date	Range													•									
Section																							
Share																							•
Site Name				•																			
Subject		•																					
Supplement Number																							
Survey Name																							
Survey Section Number																							

**PROFILES**

1 Drilling Permit Number		EAST TEXAS HEARINGS	P5 ORGANIZATION REPORT	RRC SITE REMEDIATION	RRC OIL AND GAS INTERNAL	SURFACE COMMINGLING PERMITS (P-17)	DISPOSAL PERMITS (W-14)	MECHANICAL INTEGRITY TESTS (H-5)	DRY HOLES	OIL & GAS HEARINGS	PIPELINE PERMITS (T-4)	GAS SERVICES AUDIT ANNUAL REPORT	GAS SERVICES DOCKETS	WELL LOG (WL)	OIL AND GAS WELL RECORDS	SURFACE COAL MINING APPLICATION	SURFACE COAL MINING CORRESPONDENCE	INJECTION/ DISPOSAL PERMITS (H-1/H-1A)	GROUNDWATER PROTECTION DETERMINATION LETTERS	DISTRICT OFFICE	SKIM OIL REPORTS (P-18)	TRANSPORTATION/ STORAGE REPORTS (T-1)	HYDROGEN SULFIDE (H-9)
2 Applicant's Name						FT	FT	FT	FT	FT	FT	FT	FT	FT	FT	FT	FT	FT	FT				
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4 Lease ID																							
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6 Not used for editing																							
7 Not a dropdown																							
KS FIELDS	TYPE																						
System Serial Number																							
T-4 Permit Number											•												
Tract																							
Township																							
UIC Number								•		•													
W-14 Permit Number								•															
Well Number																							
Year																							

### 3. Archiving

#### [Neubus Response]:

Neubus hosts archival content in a trustworthy digital repository (TDR). Neubus also supports the client's full record life cycle by utilizing tape, which has a 30 year life, as the preferred media for digital archive preservation. Neubus provides for free the archiving of all client data. Automatically providing archival services gives clients a means of restoring information that they found was inadvertently deleted.

### 4. Digital Retention, Storage and Hosting

#### [Neubus Response]:

Neubus provides clients with secure Records Management Services to support their processes for managing the converted records' storage, retention, and disposition of the converted electronic records hosted by Neubus.

In addition to the paper, clients are augmenting current systems with more complex source types such as mixed media including microforms (e.g. microfiche, microfilm), audio and video. Because clients are usually charged based on the amount of disk storage their electronic files occupy however, the storage management of this multi-faceted content and information will result in an exponential cost to the clients mostly due to the video files.

Neubus has long been capable of supporting clients' expanded content to store the audio and video files. Although clients would have already realized cost savings under Neubus' two-tiered model of 100% online access + 100% online redundancy (with the option for secondary redundant 100% online backup) followed by 100% offline, Neubus conceived and put into use a three-tiered solution that provides clients even more significant cost savings (below the industry average), and promotes increased efficiency, and greater management of client data. The three-tiered solution is made up of online, nearline, and offline storage.

Neubus' three-tiered solution leverages the lower cost of nearline storage with its negligibly longer retrieval time against the more expensive, 'accessible in an instant' online storage to demonstrate just how much savings can be realized with nearly inconsequential impact to response time (e.g. online response time in seconds, nearline response time in minutes with offline response time in hours/days).

Studies show that only 10%-20% of a client's data set is actively in use. Spurred by this information, Neubus looked for solutions to make it possible to determine what subset of data was more likely to be actively accessed by the client. Through predictive analytics, Neubus is able to effectively manage the subset of data to be kept online vs. nearline. Based on these findings, Neubus proceeded with its new solution, implementing use of a modified set of records retention rules to dynamically move client data back and forth between online and nearline storage based upon its increased/decreased probability of active/inactive access.

## 5. Document Management Services

### [Neubus Response]:

Neubus offers its neuDocs Enterprise as the software for enterprise content (document) management. It is a web-based application accessible via any major internet web browser that allows clients to capture, store, manage, and share their documents and electronic media (audio, video, and more). Core usage is to search for electronic records using multiple configurable search fields, and view electronic records in various ways. It features configurable levels of security, user accounts can be set up to enable or disable numerous individual 'roles' including sub-levels of viewing permissions, editing, desktop scanning, deletion, reporting, and administration. Neubus' software service is designed with a unified security model that can support fine-grained controls, single sign on, data encryption, identity management, and rigorous auditing.

neuDocs Enterprise is included as part of Neubus' DIS. Neubus offers several hosting options for our federal, state and local government clients, with or without Neubus provided hardware:

- a. On premises
- b. Neubus provided SSAE-16 certified Datacenters
- c. Amazon Government Cloud

Neubus' neuDocs Enterprise, in conjunction with Neubus provided services, enable the mechanisms to support image repository maintenance functions including depositing the images, audio, and/or video into the content repository in client-selected output formats and to update the content repository with new index information; inserting images into client-specified positions within an existing electronic document online; adding and updating content of an electronic file by authorized users; transmitting images, indexes and database updates to the content repository; and allowing the client to have authorized users who may add, delete, and update images in the content repository.

## 6. Document Conversion

### [Neubus Response]:

Besides standard paper, Neubus has converted all types of physical documents of various weights and quality, including index cards, post-its, older onion skin paper, Mylar, microfiche, microfilm, bound books, drawings, newspapers, photographs, oversized maps, well logs, manuscripts, permanent records, etc.

As part of Neubus' Needs Analysis and Assessment (NAA) performed during the pre-production phase, Neubus works with the client to take the time to assess the quality and understand the physical attributes of the client's source documents before selecting the scanning hardware most suited to the project order's requirements. Neubus will determine the type of material being scanned and review reference documentation for any special handling required for the source document formats. For instance, should the documents require archival enclosures, Neubus will place the documents into such enclosures such that mechanical handling does not cause damage to the source materials.

Neubus provisions as part of its services the hardware that fulfills a client's requirements. As a result of working directly with its equipment providers to ensure that equipment and software are always technologically up-to-date, non-proprietary, and standards based, Neubus has an arsenal of hardware from many different vendors such as Canon production and desktop level scanners, hardware from Contex, Kodak, Fujitsu, Bantek, nextScan, Mekel and Wicks and Wilson (for microforms), Epson, Xerox, Canon, Bookeye (planetary), etc.

If it is ever determined there is additional hardware needed to satisfy the requirements, Neubus will provision as part of its services the hardware that fulfills the requirements to meet (or in most cases, exceed) the client's expectations. Neubus will also apply the appropriate imaging system modifications (scan settings), workflow adjustments (scanning procedures), and/or software adjustments.

See also "*III.B.3 Imaging Services/Solutions [RFO 3.1.2] Document Conversion*".

## **7. Records Management and Storage**

### **[Neubus Response]:**

Neubus offers support for managing records' lifecycle with Neubus' Records Management Services (RMS). RMS is unique in that both the file plan creation and the declaration and classification of records are fully automated and integrated with Neubus' conversion services, which makes the exercise effortless for clients with Neubus perform the functions on the client's behalf. In all cases, final approval on record disposition rests with the client. This greatly reduces the cost and administration, while ensuring regulatory compliance and improved record access.

Neubus is familiar with TSLAC and the State of Texas and local government statutes and regulations. Through NAA, Neubus can work with the client to determine any records management requirements and have those requirements built into the Neubus RMS. Furthermore, Neubus has records management professionals on staff and is able to advise or help a client build a records management program if needed.

Just as the paper documents need to follow a retention schedule, so must the electronic records that Neubus produces. To support the client's records management of the electronic records, Neubus provides a mechanism to accept and upload the client's records retention schedule (RRS).

Neubus can receive the RRS from the client in paper or electronic form (image or PDF or CSV or text file). Neubus will convert the RRS into a format that can be loaded into the system. The upload undergoes QA processes to verify the data loaded into the database matches the RRS received. Neubus' RMS takes the current State of Texas RRS (revised 4<sup>th</sup> edition) as a base and compares it with the individual client's RRS to determine if there is a discrepancy. If a discrepancy is found, the RRS with the longer retention is followed. Neubus then generates a report to send to the client for independent verification and approval.

As imaged documents are delivered to the image repository, Neubus automatically populates the documents retention metadata from the file plan by classifying, declaring, and filing each imaged document into the RMS according to the client's RRS and approved metadata mappings (e.g. DOD 5015.02-STD table C2.T3 Record Metadata Components).



Performing the depositing of the images along with populating the file plan as a concurrent process is another example of Neubus' seamless integration of web-based services.

Based upon the client's RRS, Neubus provides a mechanism to permit the transfer of the records in completed blocks at the end of an extended time period (i.e., end of year) as well as to permit the cutoff of those records for the purposes of disposal. Neubus' cutoff mechanism follows the definition standard as documented in DOD 5015.02-STD.

Based on the disposition instruction specified in the client's RRS, Neubus uses either the record file date or event date taken from a Last Activity Report completed by the client to update the Event for Electronic Records Life Cycle Management and perform cutoff.

Neubus understands that the disposition of the records is not simply black or white with regard to whether records are either retained or destroyed, but that the client will encounter various situations in which records that have met their retention still need to be retained temporarily to be kept from being destroyed for business or legal reasons. In these cases, Neubus provides a mechanism to support the freezing and unfreezing of records through the use of the Last Activity Report (bulk freezing and unfreezing is also supported) to keep the records from being destroyed or to allow the records to continue with their retention, respectively. Neubus follows the standard DOD 5015.02-STD to support the freezing and unfreezing of records.

Since the destruction of records is not an arbitrary action, Neubus provides the client a mechanism to approve the disposition of the records. Neubus follows the standard DOD 5015.02-STD to support approving records disposition. Neubus provides the mechanism to support the client's records disposition based upon the client's total retention specified in the RRS. With two levels of disposition approvals, Neubus will follow the DOD 5015.02-STD and DOD 5220.22-M, if required by the client, to dispose of records. Neubus will provide a Certificate of Destruction when documents have been destroyed.

To facilitate the client's records management of the imaged documents, Neubus provides a mechanism to produce upon request a set of administrative reports for the client to use. These reports are designed to help the client determine more easily what actions to take upon a set of records.

Neubus will comply with, at a minimum, the following statutes and regulations:

- State – Texas Government Code 441.180-204 and rules 13 TAC 6
- Local – Local Government Records Act – Local Government Code 201-205 and rules 13 TAC 7

## **8. Image Repository Hosting**

### **[Neubus Response]:**

Neubus provides image repository hosting of the images and data accessible through a public interface as well as RRC-internal interfaces. These are two separate interfaces, with the internal interface giving RRC the capability to edit the records.

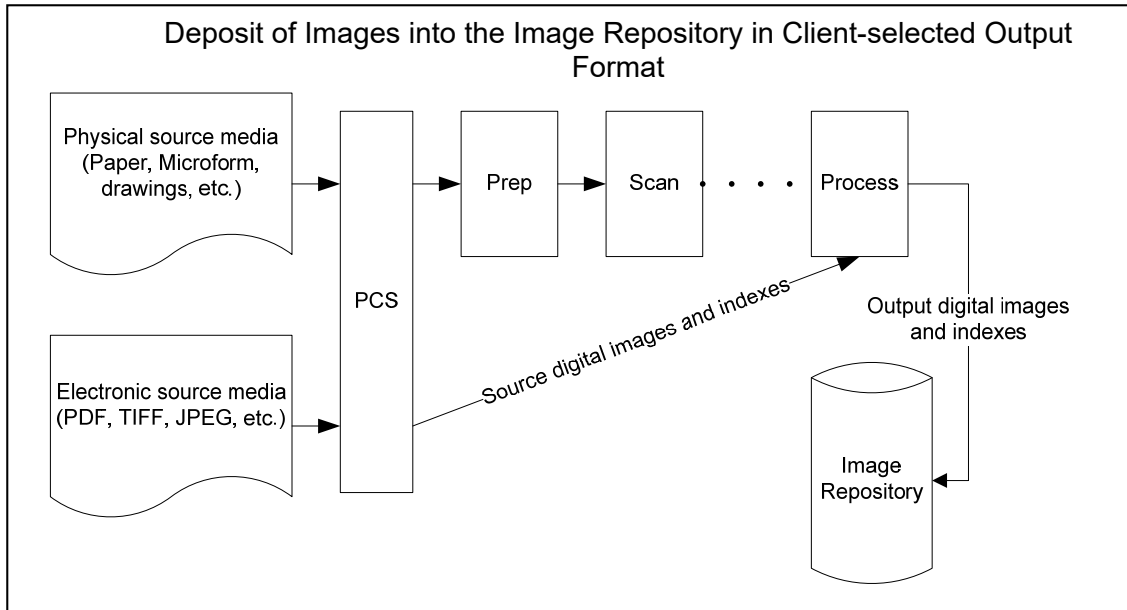
See also:

*“III.B.5 Imaging Services/Solutions [RFO 3.1.2] Digital Storage Retention and Hosting”*  
*“III.C.5 Enterprise Content Management [RFO 3.1.3] Document Management Services”.*

**9. Image Repository Maintenance**

**[Neubus Response]:**

Neubus understands that index data associated with imaged documents that are being stored in the image repository may need to be updated or changed. Neubus has the capability to automatically update in batch mode, existing index information corresponding to repository Images in a process that is similar to that used during Neubus’ auto-indexing process.



Neubus will utilize a neuDocs Enterprise delivery tool to monitor the mechanisms used to transmit the updated RRC data feeds/databases/data sources as they become available and update the Image index information without any human intervention and without creating a new version of the original images. Neubus also offers the ability to perform the update action in real-time with dedicated software and hardware.

**10. Transactional Content Management**

**[Neubus Response]:**

Neubus facilitates full, seamless integration with client business systems using Neubus’ API.

See also *“III.C.12 Enterprise Content Management Services [RFO 3.1.3] Providing for and Interfacing With Custom Application Interfaces of RRC Software/Systems”.*

### **11. SaaS for Public Consumption and Cloud Platform Integration (Online Searchable Web Services Using Key Meta Data Reference)**

#### **[Neubus Response]:**

Neubus currently fulfills this requirement through the provisioning, management and support of rresearch.

### **12. Providing for and Interfacing With Custom Application Interfaces of RRC Software/Systems**

#### **[Neubus Response]:**

Neubus is fully capable of providing customized interfaces with existing RRC business systems. Using application programming interfaces (APIs), neuDocs Enterprise provides seamless integration within RRC's organization because Neubus' solutions are designed to work compatibly either alongside an existing client system(s) as a stand-alone system, or as a system integrated with the client's system(s). This type of interfacing allows clients a way to break free from the limitations a self-contained system(s) and repository impose to more open, robust services such as those offered by Neubus.

Currently, the following Neubus APIs are utilized:

- a. well log integration API for upload and view
- b. T4 integration API for upload and view
- c. OGW integration API for upload and view
- d. H5 Integration api for upload and view
- e. Dry hole integration API for upload and view
- f. API for web and EDI filings and miscellaneous letters generated by RRC
- g. API for Drilling Permits Application

### **13. Accessibility Compliance**

#### **[Neubus Response]:**

Neubus is in compliance with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and WCAG 2.0 AA as applicable. Neubus' applicable VPATs were submitted and accepted by the DIR as part of the Document Imaging Services (DIS) and Enterprise Content Management (ECM) services contract.

### **14. Project Management**

#### **[Neubus Response]:**

Neubus' project management processes and overall methodology are in alignment with the Project Management Institute's (PMI's) Guide to the Project Management Body of Knowledge and is based on the definition and oversight of the ten PMBOK knowledge areas:

project integration management, project scope management, project time management, project cost management, project quality management, project human resources management, project communications management, project risk management, project procurement management, and project stake holders' management.

Driven by the application of this proven set of methods and guidelines, Neubus' Project Plan assures that all key sides of each assigned project work order is covered. The Project Plan is a 'living' document that continues to grow during execution of a project work order. It will contain the contact information for the client and other key stakeholders as The Project Plan will also contain by reference the document deliverables Neubus generates during the course of the project (further described below).

Neubus' Account Project Manager (PM) will play a central role helping to coordinate the efforts between the client POC, designated client Contract Manager, and Neubus' internal teams to ensure all parties are in sync every step of the way. From the client's perspective, Neubus' PM will manage the pre-production deliverables, reports as required by the client, monitor production progress and associated financial reports, and interact directly with the client's POC/PM to ensure conformity to contractual obligations, keep everyone abreast of project status, and facilitate the execution of any DIR-approved changes.

Neubus' PM's strict maintenance of the Project Plan helps avoid delays to project progress by ensuring the most current and pertinent information regarding the project order is available to designated alternate personnel in the event the assigned personnel is/are not available. The Project Plan allows successive Neubus personnel to 'hit the ground running' and minimizes their knowledge transfer ramp up time.

Neubus employs the same methodologies and processes to all projects no matter the complexity of the work which undoubtedly explains Neubus' success and high quality output. Neubus proposes to execute all assigned project orders through our proven, two-phased structured approach.

(a) Pre-Production – Project Design is the phase in which Neubus will achieve several key milestones.

Needs Analysis Assessment (NAA) – the most important objective of this assessment (conducted via meeting(s) and email follow-up) is to thoroughly review the project order's requirements and allow clarifications to be requested prior to beginning production work. AS-IS, TO-BE, and GAP analysis are performed if applicable.

Depending upon the requirements of a project order, Neubus may seek to initiate discussion(s) with other stakeholders (as coordinated with the client's designated POC/PM) when/if dependencies upon the client are identified to minimize possibility of delays to the project's schedule as early as possible.

For example, if a project order has a requirement for services to be performed on-site at the designated client facility, the NAA will include coordination with the client's designated POC/PM to discuss with the appropriate person(s) the installation of Neubus' hardware, facilitate network connectivity (if applicable), determine the onboarding process of Neubus personnel, etc.

Document of Understanding (DOU) and Project Specification – these documents are the result of an NAA. They serve to completely detail a project order's requirements

including specific index/metadata field formats and lengths, default index/metadata values, business rules to be applied, pickup/delivery frequency, etc.

The client's approval first of the DOU and then the Project Specification indicates Neubus has the foundation upon which the internal tools can be configured, and can proceed with the set up of the entire production process.

- (b) Pre-Production – Project Development is the phase that allows for provisioning of the logical resources and environment required for Production Operations. This includes executing per the specifications, staffing as needed, developing and implementing test and quality assurance procedures, and installing and configuring hardware and software as needed.

The benefits of performing a NAA are realized in full with the execution of a pilot with the client. The pilot is a test of Neubus' configuration and setup using a representative subset of the client's source material. The output of the pilot allows both the client and Neubus to determine if any changes need to be made to the requirements and/or the tools and processes.

Neubus' pre-production phase is validated with the client's approval of the pilot. Approval of the pilot allows production to commence.

- (c) Production is the phase during which activities and tasks are executed in day to day production operations per the project order. These activities and tasks are the same as those executed and approved by the client during the pilot period within the development phase of the Project.

Neubus PMs are typically a shared resource with the ability to manage multiple projects at the same time. A client has the option to require a Neubus PM dedicated to managing the execution of their project order. Dedicated resources are priced accordingly and Neubus will staff the position as appropriate.

## 15. Information Governance

### [Neubus Response]:

Agencies are discovering more and more that they are unable to stay ahead of the rapidly growing volumes of information and cannot keep up with the categorizing and organizing of those records. To help our clients get a grip on their information governance and avoid further inundation by unstructured information, Neubus' research and development teams came up with a solution. Currently in pilot with one of Neubus' clients, Neubus is utilizing methodologies that take full advantage of artificial intelligence (AI) and machine learning (utilizing natural language processing and convolutional neural networks (CNNs)) to subjugate the torrent of records through automating classification. By creating a training set based on and strengthened by human understanding, the machine becomes 'smart'. Exploiting the machine's speed, then, gives agencies a viable weapon to combat the onslaught that will only continue its acceleration.

Neubus can provide consulting as part of the NAA exercise to assist RRC with record definition and lifecycle from intake to disposal such that the RRC record data can be better structured (classified and managed).

Neubus anticipates its information governance solution will be fully developed and will be generally available for all clients to use early 2020.

## **16. Online Channel Optimization**

### **[Neubus Response]:**

Per the clarification given in the RRC-issued Q/A, Online Channel Enhancement, Neubus proactively releases software upgrades with enhancements based upon analysis of client feedback and the needs specific to state agencies and the public they serve.

Neubus conceived and built a set of integrated services to provide a complete solution to its clients and has continued to reinvest in these services, optimizing and reinforcing the capabilities of select functionalities year upon year for nearly two decades.

## **17. Infrastructure Content Management**

### **[Neubus Response]:**

Infrastructure content management is the management of the hardware and other infrastructure RRC utilizes to support all of their information intake points. While the management of RRC's infrastructure is outside of the scope of the services offered by Neubus, Neubus has always worked in collaboration with RRC, configuring a number of APIs to ingest the content from the multitude of intake channels (e.g. electronic upload, desktop scanning, traditional paper-based documents, etc.) into neuDocs Enterprise as the single repository.

## **18. Business Process Management**

### **[Neubus Response]:**

Neubus offers business process re-engineering to assist clients with their business process management as it relates to moving from a paper-based process to a paper-less one. As part of Neubus' NAA, Neubus will work with the client to document the current work process steps that are performed and link the use of paper documents (or other document types as the case may be) to that process. As part of this analysis, Neubus will not only review and document each work step, but will also describe the documents associated with each step. The documents will be further described in terms of where the document came from (how did it enter the work process), how the document was retrieved, what actions were performed against the document including adding additional documentation to an existing file, and how the process ended, including returning the document to its original repository. This is known as the AS-IS. Following the AS-IS is what will be, the TO-BE. This process model is to describe and show how the manual processes documented in the AS-IS model can be improved by using digital imaging services technologies.

Neubus performed a BPR for the RRC Central Records file room.

**D. [RFO 3.1.4] SOFTWARE SUPPORT****[Neubus Response]:**

Currently, Neubus is waiting to receive approval from RRC to proceed with production deployment of the latest release of neuDocs Enterprise. Enabling the temporary URL for RRC in July 2018, Neubus continues to support RRC until their testing is complete.

Otherwise, Neubus develops and releases software enhancements typically on an annual basis, though semi-annual releases have occurred when warranted. Each release is provided to clients free of charge. Client-specific software configuration changes related to a release (or changes requested by the client as a result of having enhanced functionalities due to a release) will be billed to the client as programming support and/or technical support.

Software updates may be deployed by Neubus to address vulnerabilities to the system. These represent potential threats that are flagged during Neubus' robust and continuous security monitoring and penetration testing. These fixes or patches are provided to clients free of charge

Neubus can provide a maintenance plan upon request.

**E. [RFO 3.1.5] HARDWARE MAINTENANCE****[Neubus Response]:**

Neubus services include hardware allocation, installation, maintenance and monitoring in support of Neubus' ECM services. Neubus' technology solution is delivered as a service because 1) Clients do not need to worry about supporting the integration of a commercial-off-the-shelf (COTS) product into their business workflows, 2) No additional services or components to purchase (e.g. third party professional services to help manage the separately purchased hardware and software.

Hardware assessment is performed coincident with a neuDocs Enterprise release to determine if the proper equipment is in place to support the upgraded software. Should hardware require replacement/change, Neubus will manage the procurement of the hardware. RRC will be informed of any planned outages (if any), before maintenance is performed.

Neubus also provides desktop scanning hardware as needed to clients as part of our "one-stop shopping" services. Neubus will provide all required hardware maintenance for the desktop scanners that are deployed to client sites. This maintenance covers replacement of the rollers once they have reached their recommended usage limit (based on the page counts tracked for each scanner), and all other major components of the scanning hardware.

Clients with Neubus' desktop scanning hardware are required to perform maintenance tasks on a daily basis such as cleaning the rollers, lens, and scanner glass, etc. using appropriate cleaning materials.

**F. [RFO 3.1.6] SOURCE MEDIA DESTRUCTION OR RETURN**

**[Neubus Response]:**

Procedures are established for sanitizing all fixed storage media (e.g., disks, drives) at the completion of the contract and/or before it is returned for maintenance, disposal or reuse. Sanitization procedures include overwriting the media and/or degaussing the media in accordance with the DoD 5220.22-M Clearing and Sanitization Matrix on the following pages. If media cannot be successfully sanitized it will be returned to the client or destroyed.



Media	Clear		Sanitize	
<b>Magnetic Tape</b>				
Type I	a		b	l
Type II	a		b	l
Type III	a		b	l
<b>Magnetic Disk</b>				
Bernoulli	a	c	b	l
Floppy	a	c	b	l
Non-Removable Rigid Disk		c	a	d
Removable Rigid Disk	a	c	a	d
<b>Optical Disk</b>				
Read Many, Write Many		c		l
Read Only				l m
Write Once, Read Many (Worm)				l m
<b>Memory</b>				
Dynamic Random Access Memory (DRAM)		c	g	c g l
Electronically Alterable Programmable Read Only Memory (EAPROM)			h	i l
Electronically Erasable PROM (EEPROM)			h	f l
Erasable Programmable ROM (EPROM)			j	c k l
Flash EPROM (FEPROM)			h	c h l
Programmable ROM (PROM)	c			l
Magnetic Bubble Memory	c		a	c l
Magnetic Core Memory	c		a	d l
Magnetic Plated Wire	c			c e l
Magnetic Resistive Memory	c			l
Non-volatile RAM (NOVRAM)	c			c l
Read Only Memory (ROM)				l
Synchronous DRAM (SDRAM)	c	g		c g l
Static Random Access Memory (SRAM)	c	g		c g l
<b>Other Media</b>				
Video Tape				l
Film				l
<b>Equipment</b>				
Monitor		g		p
Impact Printer		g		g o
Laser Printer		g		g n

**INSTRUCTIONS FOR READING THE MATRIX:**

A letter in black in the above table indicates the procedure is a complete, single option. For example, to sanitize EEPROM: Perform either procedure f or l (refer to indices below) and the media/memory is completely sanitized. Letters in bold indicate the procedures must be combined for a complete sanitization. For example, to sanitize a Laser Printer: n must be performed, followed by g.

NOTE: When a combination of two procedures is required, the far right hand column indicates the order of the procedures (e.g., o then g).

**MATRIX INDEX:**

- a. Degauss with Type I, II, or III degausser.
- b. Degauss with same Type (I, II, or III) degausser.
- c. Overwrite all addressable locations with a single character utilizing an approved overwrite utility.
- d. For spills only, overwrite with a pattern, and then its complement, and finally with another unclassified pattern (e.g., "00110101" followed by "11001010" and then followed by "10010111" [considered three cycles]). Sanitization is not complete until three cycles are successfully completed. Once complete, verify a sample. If any part could not be written to the disk, the disk must be destroyed or degaussed. This option does not apply to disks used on a system accredited for classified processing.
- e. Each overwrite must reside in memory for a period longer than the classified data resided.
- f. Overwrite all locations with a random pattern, then with binary zeros, and finally with binary ones utilizing an approved overwrite utility.
- g. Remove all power to include battery power.
- h. Perform a full chip erase as per manufacturer's data sheets.
- i. Perform h above, then c above, a total of three times.
- j. Perform an ultraviolet erase according to manufacturer's recommendation.
- k. Perform j above, but increase time by a factor of three.
- l. Destruction (see below.)
- m. Destruction required only if classified information is contained.
- n. Run 1 page (font test acceptable) when print cycle not completed (e.g., paper jam or power failure). Dispose of output as unclassified if visual examination does not reveal any classified information.
- o. Ribbons must be destroyed. Platens must be cleaned.
- p. Inspect and/or test screen surface for evidence of burn-in information. If present, screen must be destroyed.

## **G. [RFO 3.1.7] END OF ENGAGEMENT/TRANSITION PLAN**

### **[Neubus Response]:**

Upon termination of a contract, Neubus will work with RRC to execute a seamless transition. As Neubus offers services, there is no hardware or software to be transferred. Neubus will provide at no cost to RRC, a method of transferring nonproprietary formats of source documents, source media, images, human indexes, audit trails, searchable text, and data dictionary including anything the RRC paid for.

Given the size and complexity of the RRC system, Neubus would need sixty days to prepare and package the above. Neubus will provide a secure file transfer protocol (SFTP) site to provide the RRC access to the above packaged materials. Neubus will maintain the SFTP site for thirty days after the materials have been deposited.

Neubus does not use any proprietary document formats or indexing data and does adhere to AIIM, ISO, and ANSI standards, thus allowing the same work product to be provided by another vendor.

## **H. [RFO 3.1.8] CUSTOMER SERVICE**

### **[Neubus Response]:**

Neubus' Account PM is the first line of contact for client matters. If for some reason the Account PM fails to perform to RRC's satisfaction, RRC should escalate the matter to Neubus executive management for resolution.

While Neubus' Account PM is available throughout project engagement, issues related to production should be reported via Neubus' SMS to allow more effective monitoring/tracking/resolution/escalation.

Defect monitoring, tracking and resolution is performed using Neubus' SMS, an online enterprise-grade ticketing system that enables Neubus staff to intelligently and efficiently manage tasks and issues submitted by clients.

The online ticketing system manages key tasks such as problem identification, prioritization, assignment, resolution, and notification, as well as automatic ticket escalation. With Neubus' weekly internal reviews of any open tickets, Neubus can ensure the timely resolving and closure of all client submitted issues.

SMS will serve as the primary vehicle by which all RRC-related problems/issues/defects are reported as identified during RRC's Quality Control reviews of Neubus' output. With Neubus' weekly internal reviews of any open tickets, Neubus can ensure the timely resolving and closure of all RRC-submitted issues.

The advantages of using this system for the resolution of all issues include the following:

- At the point that RRC initiates a SMS RT ticket, information is immediately transmitted to the appropriate members of the Neubus support team. For a given level of severity, the system is designed to escalate through the Neubus organization if an appropriate response is not made by one of the primary persons contacted in an appropriate timeframe.
- Use of the SMS system ensures that there is complete visibility and ease of tracking as it

relates to the resolution of a problem.

- The system allows Neubus personnel to manage, respond to, and resolve all issues that need to be resolved in a more expeditious manner than if any other communication vehicle were being used (e.g, email). This is because all problems are centralized in one application, allowing the Neubus team to be able to more efficiently track, respond to, and solve them.

## **I. [RFO 3.1.9] SERVICE LEVEL AGREEMENT**

### **1. [RFO 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.

**[Neubus Response]:** Neubus will comply.

### **2. [RFO 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.

**[Neubus Response]:**

Neubus not only implements internal system monitoring and measurement mechanism, but also external third-party monitoring and measurement. An example of the monitoring report is attached.

Please see “*VI. Appendix B: Neubus System Monitoring*”.

### **3. [RFO 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.

**[Neubus Response]:** Neubus accepts and will comply.

### **4. [RFO 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.

**[Neubus Response]:** Neubus accepts and will comply.

#### **5. [RFO 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.

**[Neubus Response]:** Neubus acknowledges and understands.

#### **J. [RFO 3.2] TRAINING**

**[Neubus Response]:**

Neubus will provide all necessary training to RRC for the contracted services as applicable. This training will include the training itself and manuals/documentation/desk procedures when needed. Neubus will train RRC staff on the following standard services free of charge:

- a. Production Control Service (PCS2)
  - i. Duration: 1 hr (50mins content, plus questions)
  - ii. Coverage: Logging in, adding boxes and parts, printing box and part labels, creating manifests, searching for boxes and parts.
  - iii. Intended audience: Appropriate for all end users who needs visibility to the status of the boxes and parts, determine locations.
- b. Support Management Services (SMS)
  - i. Duration: Approx. 15 min
  - ii. Coverage: Logging in, adding tickets, corresponding on tickets, looking up existing new/open tickets
  - iii. Intended audience: Client executives, administrators and their backups, or anyone responsible for creating support tickets
- c. neuDocs Enterprise
  - i. Basic
    - Duration: 1 hr (45-50mins content, plus questions)

- Coverage: logging in, changing password, searching, viewing documents, viewing attachments, viewing video, retrieving audio, general troubleshooting, creating records, and editing indexing fields.
  - Intended audience: client staff who will be authorized to use neuDocs Enterprise
- ii. Administration
- Duration: 1-1.5 hr (1 hr-1.25 hr, plus questions)
  - Coverage: Administrative functions (e.g. user management, CSV upload if applicable, meanings of user roles, etc.)
  - Intended audience: Client executive staff, administrators and their backups, project stakeholders, per client's option to include in this training
- iii. Advanced
- Duration: Varies (15mins-45mins content, plus questions)
  - Coverage: Creating/editing fields review, editing document pages, e-uploading, editing attachments, work queue, custom view, additional content as requested by client stakeholders
  - Intended audience: Client authorized users who require the use any of the features listed, primarily editing features and uploading, in order to complete their job functions.
- d. Desktop Scanning
- i. Duration: Approx. 1 hr (45mins content, plus questions)
  - ii. Coverage: Prepping pages for scanning, scanning pages, using the scan modal window, troubleshooting scanning.
  - iii. Intended audience: End users with scanning rights and their backups

Neubus has utilized scripted and tailored dialogue, conducted training at the client's facility, or GoToTraining/GoToWebinar supplemented with demonstration videos to facilitate training on offered services.

## **K. [RFO 3.3] SECURITY**

### **[Neubus Response]:**

#### **a. SOC 2/3 Type 2 Certification**

Neubus exercises continuous process improvement and vigilance to assess risks, monitor and test security protection. Neubus has undergone SOC 2 certification and has the SOC 2 and SOC 3 reports resulting from the audit. Like the SOC 2 report, the SOC 3 version will provide the RRC a description of our system and is focused on our pre-defined, standardized benchmarks for controls related to Security, Availability, Processing Integrity, and Confidentiality and Privacy. The SOC 3 report contains the auditor's opinions and is suited for public dissemination. Neubus' SOC 3 report with our SOC 2 certificate shows that Neubus has the highest level of certification and

assurance of operational excellence. Our full SOC 2 report can be provided after receipt of a signed non-disclosure agreement (NDA) if the RRC wishes to review the auditor's testing and results.

b. Physical Storage

In performance of a project, physical boxes will be securely stored (without storage fees) while the source materials are in Neubus' custody waiting to undergo Neubus conversion, are currently in conversion processing, or have completed Neubus' conversion services. All client source materials are catalogued prior to placement and storage within Neubus' code-compliant (NFPA 2017) concrete facility structures complete with security certification, monitoring 24/7/365, strict environmental controls, and RFID asset tracking and management. Neubus maintains secure areas for both work and storage that offer optimal environmental conditions for client source and archival materials. This includes providing physical storage according to stringent standards for temperature, humidity, light, air quality, gas fire suppression, UV light exposure limits, etc.

Neubus facilities are inspected by the Fire Marshall and any discrepancies are noted and immediately corrected. Neubus' fire detection system consists of heat sensors throughout the facility as well as sensors in Neubus' HVAC units.

Neubus' physical security measures include the following building access controls:

- (a) The facility entrances are controlled by both physical key locks and smart access card technology. Offices and file cabinets are controlled with key locks. Loading doors remain padlocked at all times unless in use. All personnel doors are electronically locked during business hours and require badge access. Personnel doors are additionally key locked during non-business hours. Keys to the facility are only issued to operations managers and shift supervisors who are responsible for opening and closing facilities. At the beginning of a shift, the shift supervisor completes a physical inspection of all doors to ensure that there has not been any attempt to bypass security or lack of control on these locks that are deemed critical to security at the facility. Any abnormal situations found are reported to Production Operations Management. All access points are monitored by a security company during non-business hours.
- (b) The entire facility is controlled by smart card readers. Neubus issues smart access cards only to authorized personnel who perform regular job functions in the facility. Secure areas are protected by door access badges. Client material is stored behind at least two doors requiring badge access. The document and preparation and scanning area is protected by additional smart card readers that require a higher level of access authorization. Such access is only granted to personnel who perform regular job functions in the document preparation and scanning area.
- (c) Neubus' security system monitors all access points. Facility entrances are electronically monitored to ensure closure. Neubus' security system provides automatic record of badge access used (authorized and denied) during business hours so employee movements can be tracked through secure areas and building

entry. When needed, both Production Operations Management and the assigned security personnel will review the security log. This log allows security administration including Neubus' Chief Technology Officer (CTO) to respond to and track any problem that arises. Examples of problems are: badge access reader failure, door closure problems, security system failures, and door propped open.

- (d) The Production Operations Management maintains a current listing of personnel who are authorized access to controlled areas. The access list includes production staff and personnel who have requirements to provide technical and managerial support, and a select few of the onsite vendors. Only Production Operations Management will submit addition or deletion of entries into the access list. All access must be obtained through Production Operations Management based upon job requirements with management approval. Employees are allowed access only after successfully completing background checks and an IT ACC access control form is submitted by their supervisor and approved by the CTO. Only then can HR update their access card granting unescorted access into secure areas. Employee access is determined by need of access and is dependent on job duties. Production Operations Management and HR work together to update the access list each time an individual's employment or project status changes as well as review the list on a quarterly basis to ensure it kept updated to accurately reflect active employees and the access level authorization(s) of the employees. Building access is immediately revoked for employees who leave Neubus. These employees are required to have an exit interview when badges and access keys are returned. Computer software/hardware access is removed, their logon ID is revoked and login capability is removed for all Neubus and agency project systems.

Neubus security tracks all logons and attempted logons and will notify Production Operations Management if there is are multiple attempts to logon that failed or any attempted hacking of the Neubus entry system.

- (e) Security cameras are strategically placed within the production facility to track employee movements. They also provide documentation in case of theft or robbery.
- (f) Security and Fire Alarm services are maintained to protect against external and environmental hazards. Both systems are monitored. Battery backups and redundant communications are in place for reporting faults. Fire extinguishers are located throughout the facility and are checked monthly.
- (g) All escorted visitors and equipment repair personnel are required to sign in and out of Neubus facilities via the security tracking log and are identified with a "Visitor Badge". A picture identification (ID) must be presented and identification verified before access is allowed.

The security tracking log will be utilized to track all of the following:

- Who is onsite?
- What company are they with?
- For what reason are they onsite?



- Does the person(s) have clearance to be onsite?
- What type of temporary access badge was issued (level of access)?

Visitors must be escorted at all times and are never allowed access to any work unless accompanied by a Neubus employee. An escort is defined as a Neubus or vendor staff who has received appropriate client-specified clearance.

All visitors are required to sign out when leaving the facility for any reason – lunch, break, or completion of their visit. At the end of each security shift, all visitor badges and numbers are accounted for. Any badge not accounted for is noted and the matter referred to Production Operations Management.

Challenge procedures assist personnel in handling visitors without proper identification. If anyone is found on the production floor or anywhere else in the facility without the proper identification, challenge procedures are followed. These procedures are in place for employee safety and the continued integrity of the document and data housed at the facility:

- Escort the person(s) to Production Operations Management.
- Check the access list to see if they are cleared to be onsite and without an escort.
- Find out if they are working on a scheduled maintenance or troubleshooting a current problem.

If the person(s) were not scheduled to be onsite, Production Operations Management escorts them to the lobby immediately. A member of the Operations Team informs a member of management of the current situation. It is up to management whether or not the person(s) should be escorted out of the building. Any and all personnel working at the Neubus facility are required to have an employee badge denoting security clearance areas. Anyone found in an unauthorized area, unless escorted by an authorized employee, will be escorted out to an area they are authorized to access. These occurrences are also reported to Production Operations Management. The requestor must provide the following information to Production Operations Management before access will be provided:

- Full name
- Group or company name
- Areas of access
- Reason for access
- Duration of required access

Personnel not on the secured access list may not be admitted, unless escorted, into controlled areas. A picture ID must be presented and identification verified before access is allowed.

- (h) The facility has physically separated containment areas: document preparation and scanning areas within Neubus' facility require a higher level of smart card

access authorization granted only to personnel who perform job functions in the document preparation and scanning areas. Neubus will provide secure storage of the client's source media as well as any output media while in its custody. While being processed, Neubus will maintain all client source materials/boxes and output media within the appropriate secured containment areas (e.g. shelving, document prep and imaging area, secured document storage area, etc.).

- c. Neubus' electronic security measures include the following:
- (a) Network: Neubus limits any external connectivity to approved connections for which system interconnection agreements exist using Federal Information Processing Standards (FIPS) 140-2 compliant encryption software. Transmission of information is over protocols such as Secure File Transfer Protocol (SFTP) and Secure Shell (SSH) software that are FIPS 140-2 compliant. The network and systems are configured to disallow active ActiveX or .NET and any active code not specifically approved and necessary for completion of the project. Security audit logs are enabled and configured to provide the information needed to monitor system security relevant events. User IDs and passwords are required and configured (e.g., password length and complexity) to fully meet the 1 TAC 10 202.25 requirements.
  - (b) Encryption: Neubus' encryption processes for data in motion complies, as appropriate, with NIST Special Publication 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and/or others which are FIPS 140-2 validated.

Datalocker encrypted hard drives are used for physical transport of output data. Client source data and/or production data is stored in Neubus' Self Encrypting Disks (SED) servers which are located in secured server rooms controlled by access cards and building securities. Electronic access to these servers is controlled by firewall and user authentications. When data is accessed outside of a client's local area network (LAN), encryption technologies (such as SSH, SSL, AES, etc.) are implemented from encrypted workstations to ensure data transfer security. Only those administrators and servers at Neubus required to update and monitor the server will be allowed SSH (secure shell) access. Source code and image updates are transferred using FIPS 140-2 compliant OpenSSH protocols. Furthermore, authenticated users can only access the client source data and/or production data that they are authorized to access based on their roles and/or user IDs. Overall server security is based on NIST SP800-123, Redhat's Security Guide. Specific SSH security configurations, MAC algorithms and ciphers are based on recommendations from nsa.gov, cert.org and nist.org. Neubus uses 2048-bit RSA keys with SHA-256 for ssh/scp authentication. Only NIST validated Encryption algorithms are allowed.

For backup tapes, Neubus relies on hardware encryption (not software encryption) done at the tape library level. This ensures that the tape will not be readable on any other tape library even if the password is compromised.

- (c) Data: All data will be appropriately protected and handled, regardless of the

format it resides on. Sensitive personally identifiable information (PII), protected health information (PHI), and any other information that may be subject to Government handling and management requirements (Privacy Act, etc.) will be managed so as to prevent unauthorized disclosure. Neubus' encryption processes for data at rest are consistent with NIST Special Publication 800-111. Digital information stored or transported by Neubus is appropriately encrypted with a FIPS 140-2 compliant application.

Employees are trained and certified for certain production tasks and through Neubus' PCS2, are restricted to the tasks on which they are certified to perform through role-based access controls. This also acts as a mechanism to limit the number of individuals who are authorized to handle a client's source documents.

Procedures are established for sanitizing all fixed storage media (e.g., disks, drives) at the completion of the contract and/or before it is returned for maintenance, disposal or reuse. Sanitization procedures include overwriting the media and/or degaussing the media in accordance with the DoD 5220.22-M Clearing and Sanitization Matrix below. If media cannot be successfully sanitized it will be returned to the client or destroyed.

#### **L. [RFO 3.4] WORK EFFORTS/SOLUTIONS**

**[Neubus Response]:**

Neubus understands and will comply.

**Neubus, Inc.**

**RRC RFO #455-19-9038**

**M. [RFO 3.5] PRICING**

**[Neubus Response]:**

Neubus' pricing appears on the pages that follow.

## Department of Information Resources Contract No: DIR-CPO-4407

## Neubus, Inc. Detailed Pricing

NEUBUS DOCUMENT IMAGING SERVICES				
HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION	PRODUCTS/ SERVICES DESCRIPTION	SERVICE/ PART NUMBER	UNIT OF ISSUE	RRC CUSTOMER PRICE*
Black and White Image Capture	Low (200 DPI)	1	Per Image	\$0.01135
Black and White Image Capture	Medium (300 DPI)	2	Per Image	\$0.01154
Black and White Image Capture	High (400 DPI)	3	Per Image	\$0.02270
Black and White Image Capture	Very High (600 DPI +)	4	Per Image	\$0.03646
Black and White Image Capture	Preservation < 600 PPI	5	Per Image	\$0.04650
Black and White Image Capture	Preservation >= 600 PPI	6	Per Image	\$0.06975
Color Image Capture	Medium (300 DPI)	7	Per Image	\$0.02565
Color Image Capture	High (400 DPI)	8	Per Image	\$0.02700
Color Image Capture	Very High (600 DPI +)	9	Per Image	\$0.02700
Color Image Capture	Preservation < 600 PPI	10	Per Image	\$0.04650
Color Image Capture	Preservation >= 600 PPI	11	Per Image	\$0.04650
Large Format Image Capture	Medium (300 DPI)	12	Per Image	\$0.600
Large Format Image Capture	High (400 DPI)	13	Per Image	\$0.720
Large Format Image Capture	Very High (600 DPI +)	14	Per Image	\$0.800
Transparent Media Image	Medium (1200 PPI)	15	Per Image	\$0.551
Transparent Media Image	High (2400 PPI)	16	Per Image	\$0.661
Transparent Media Image	Very High (4000 PPI +)	17	Per Image	\$0.771
Image Processing	Low (200 DPI) <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	18	Per Image	\$0.000
Image Processing	Medium (300 DPI) <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	19	Per Image	\$0.000
Image Processing	High (400 DPI) <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	20	Per Image	\$0.000
Image Processing	Very High (600 DPI +) <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	21	Per Image	\$0.000

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Neubus, Inc. Detailed Pricing**

<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
Image Processing	Preservation < 600 PPI <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	22	Per Image	\$0.000
Image Processing	Preservation >= 600 PPI <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	23	Per Image	\$0.000
Microfiche Conversion	Conversion of microfich to digital Images	25	Per Image	\$0.01397
Microfilm Conversion	Conversion of microfilm to digital Images	24	Per Image	\$0.01083
Index Field - Type 1	Up to 15 Characters <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	26	Per Document	\$0.000
Index Field - Type 1	16-30 Characters <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	27	Per Document	\$0.000
Index Field - Type 1	31-45 Characters <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	28	Per Document	\$0.000
Index Field - Type 2	Up to 15 Characters	29	Per Document	\$0.02080
Index Field - Type 2	16-30 Characters	30	Per Document	\$0.03090
Index Field - Type 2	31-45 Characters	31	Per Document	\$0.03990
Searchable PDF Documents	Scanned images with text portions	32	Per Image	\$0.00500
Special Document Handling	Handling includes overnight vault storage services/ Solutions <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	33	Per Day	\$0.000
Special Document Handling	Special handling for fragile materials <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	34	Per Image	\$0.000
Special Document Handling	Handling includes stringent environmental requirements <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	35	Per Day	\$0.000
Capture from Special Formats	Photographic prints	36	Per Image	\$0.057
Capture from Special Formats	Photographic negatives	37	Per Image	\$0.500

## Department of Information Resources Contract No: DIR-CPO-4407

## Neubus, Inc. Detailed Pricing

<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
Capture from Special Formats	Newspapers	38	Per Image	\$0.400
Capture from Special Formats	X-Rays	39	Per Image	\$0.400
Capture from Special Formats	Manuscripts	40	Per Image	\$0.028
Capture from Special Formats	Drawings	41	Per Image	\$0.600
Capture from Special Formats	Bound Books	42	Per Image	\$0.250
Enhancing Images	Bit depth <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	43	Per Image	\$0.000
Enhancing Images	Resolution <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	44	Per Image	\$0.000
Enhancing Images	Tonal dynamic range	45	Per Image	\$0.004
Enhancing Images	Contrast	46	Per Image	\$0.004
Enhancing Images	Color space	47	Per Image	\$0.004
Delivery Media	CD <b>Note: There is no charge if customer source material is utilizing Neubus' DIS and ECM services.</b>	48	Per Disc	\$0.000
Delivery Media	DVD <b>Note: There is no charge if customer source material is utilizing Neubus' DIS and ECM services.</b>	49	Per Disc	\$0.000
Delivery Media	USB <b>Note: There is no charge if customer source material is utilizing Neubus' DIS and ECM services.</b>	50	Per Device	\$0.000
Delivery Media	External hard drive <b>Note: There is no charge if customer source material is utilizing Neubus' DIS and ECM services.</b>	51	Per Drive	\$0.000
Delivery Media	Flash memory device <b>Note: There is no charge if customer source material is utilizing Neubus' DIS and ECM services.</b>	52	Per Device	\$0.000

## Department of Information Resources Contract No: DIR-CPO-4407

## Neubus, Inc. Detailed Pricing

<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION	PRODUCTS/ SERVICES DESCRIPTION	SERVICE/ PART NUMBER	UNIT OF ISSUE	RRC CUSTOMER PRICE*
Data Exchange	Compatible & Secure electronic data Exchange  <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	55	Per gigabyte	\$0.000
Image Repository Hosting	Central hosting of digital Images including routine backups  <b>Note: These charges include Neubus' ECM services.</b>  <b>Also includes Audio/Video files. Each 100KB of audio/video is an image equivalent.</b>	56	Per Image/ Per month	\$0.00031
Image Repository Hosting	Redundant Hosting at alternate location  <b>Note: These charges include Neubus' ECM services.</b>  <b>Also includes Audio/Video files. Each 100KB of audio/video is an image equivalent.</b>	57	Per Image/ Per month	\$0.00012
Image Repository Maintenance	Image repository additions and maintenance  <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	58	Per Hour	\$0.000
Adding Electronic Images to Image Library	Processing Images already in electronic format  <b>Note: Also includes Audio/Video files. Each 100KB of audio/video is an image equivalent.</b>	59	Per Image	\$0.01378
Services/Solutions	Project Manager  <b>Note: These charges only apply if the customer requires a dedicated PM.</b>	60	Per Hour	\$70.00
Services/Solutions	Certified Digital Imaging Architect	61	Per Hour	\$60.12
Services/Solutions	Programming Support	62	Per Hour	\$74.15
Services/Solutions	Technical Support	63	Per Hour	\$45.00
Services/Solutions	Data Entry	64	Per Hour	\$25.04
Services/Solutions	Document Preparation	65	Per Hour	\$24.04
Services/Solutions	Advanced Document Preparation	66	Per Hour	\$25.04



**Department of Information Resources Contract No: DIR-CPO-4407  
Neubus, Inc. Detailed Pricing**

<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
Services/Solutions	Re-preparation Services/Solutions	67	Per Hour	\$24.04
Services/Solutions	Training Specialist	68	Per Hour	\$45.00
Needs Assessment and Analysis	Project Planning Report <b>Note: There is no charge to potential customers or existing customers.</b>	69	Per Hour	\$0.000
Transportation of Source Material	Vehicle charge per round trip (1st 20 miles included) <b>Note: There is no charge for pickup and delivery within Travis county. Costs for handling and transporting documents outside of Travis county shall be passed thru at cost by Neubus to the customer.</b>	70	Per Trip	TBD
Transportation of Source Material	Vehicle charge per mile over 20 miles round trip <b>Note: There is no charge for pickup and delivery within Travis county. Costs for handling and transporting documents outside of Travis county shall be passed thru at cost by Neubus to the customer.</b>	71	Per Mile	TBD
Transportation of Source Material	Secure carrier charge for each box in shipment <b>Note: Neubus utilizes FedEx Custom Critical White Glove Service; Costs for transportation shall be passed thru at cost by Neubus to the customer.</b>	72	Per Box	TBD

## Department of Information Resources Contract No: DIR-CPO-4407

## Neubus, Inc. Detailed Pricing

NEUBUS DOCUMENT IMAGING SERVICES				
HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION	PRODUCTS/ SERVICES DESCRIPTION	SERVICE/ PART NUMBER	UNIT OF ISSUE	RRC CUSTOMER PRICE*
Secure Document Destruction Service/ Solutions	<p>Paper Destruction</p> <p><b>Note: There is no charge for destruction of customer source material that has been converted in a Neubus facility. In addition to secure source document destruction, Neubus also offers customers several levels of destruction (P3-P7) in accordance with DIN-66399 standards.</b></p> <p><b>Customers will incur standard data entry fees resulting from mandatory cataloguing by Neubus of the customer's source material prior to physical storage within Neubus facility.</b></p>	73	Per pound	\$0.000
Secure Document Destruction Service/ Solutions	<p>Non-Paper Destruction</p> <p><b>Note: There is no charge for destruction of customer source material that has been converted in a Neubus facility. Neubus' secure non-paper document destruction follows NIST guidelines and DoD sanitization procedures.</b></p> <p><b>Customers will incur standard data entry fees resulting from mandatory cataloguing by Neubus of the customer's source material prior to physical storage within Neubus facility.</b></p>	74	Per pound	\$0.000

**Department of Information Resources Contract No: DIR-CPO-4407  
Neubus, Inc. Detailed Pricing**

<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
Output File Formatting	<p>Image output in non-proprietary file formats</p> <p><b>Note: Neubus will provide one of the following Output File Formatting free of charge: PDF, PDF/A text and/or Image files; single page TIFFs with standard compression; BMP; JPEG; HTML; ASCII text; SGML tagged for electronic distribution or publishing; XML; CAD; word processing. If the client requires multiple Output File formats, technical support charges may apply (SERVICE/PART NUMBER #63).</b></p> <p><b>If the customer requires an Output File Format different from the formats specified above and those formats require Neubus to purchase software/hardware to facilitate the conversion - Neubus will pass those costs on to the customer. The specific charges will be described in the SOW prior to inception of services.</b></p>	75	Per Image	\$0.000
Output File Formatting	<p>Indexes, audit trails, etc. (Non-Proprietary file formats)</p> <p><b>Note: Neubus will provide indexes – Type 2 and audit trails in following non-proprietary file formats: CSV, ASCII, or delimited. If the customer requires an Output File Format different from the formats specified above the specific charges will be described in the SOW prior to inception of services.</b></p>	76	Per gigabyte	\$0.000
Location of Scanning	<p>Performed at Contractor's facility, by contractor's staff</p> <p><b>Note: There is no charge if customer is utilizing Neubus' DIS or ECM services.</b></p>	77	Per Image	\$0.000
Location of Scanning	Performed at customer facility by Contractor's staff	78	Per Image	\$0.03325
Location of Scanning	Performed at Secure Mobile Scanning Unit by Contractor Staff	79	Per Image	

**Department of Information Resources Contract No: DIR-CPO-4407  
Neubus, Inc. Detailed Pricing**

<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
Desk Top Scanning	<p>Performed at Customer facility by Customer staff using Contractor's equipment</p> <p><b>Note: Includes real-time scanning; minimum desktop scanning charge of 1500 image scans per scan device per month.</b></p>	80	Per Image	\$0.030
Extended Storage of Source Documents	<p>Storage and security levels as per Customer SOW</p> <p><b>Note: There is no charge for storage of customer source material that has been catalogued, by Neubus, in a Neubus facility.</b></p> <p><b>Customers will incur standard data entry fees resulting from mandatory cataloguing by Neubus of the customer's source material prior to physical storage within Neubus' facility.</b></p>	82	Per day, per box	\$0.000

**Department of Information Resources Contract No: DIR-CPO-4407  
Neubus, Inc. Detailed Pricing**

<b>NEUBUS DOCUMENT IMAGING RELATED SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
neuDocs Capture mobile - Enterprise Edition	Supporting both IOS and Android devices - neuDocs Capture Mobile allows for mobile content capture and integrates with the vBox service platform.  <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	N001	Per Image	\$0.000
vBox Service Platform	The vBox is designed to integrate with customer's existing systems and neuDocs Capture mobile - Enterprise Edition to facilitate seamless receipt and management of digital content.	N002	Small Box (100 GB) per Month	\$800.00
vBox Service Platform	The vBox is designed to integrate with customer's existing systems and neuDocs Capture mobile - Enterprise Edition to facilitate seamless receipt and management of digital content.	N003	Medium Box (1 TB) per Month	\$5,000.00
vBox Service Platform	The vBox is designed to integrate with customer's existing systems and neuDocs Capture mobile - Enterprise Edition to facilitate seamless receipt and management of digital content.  <b>Note: To be negotiated between the customer and Neubus and will be described in the SOW prior to inception of services.</b>	N004	Custom Box (> 1 TB) per Month	TBD
Video Image Processing	<b>[FUTURE]</b> Only for customers requiring ability to search for image objects within the video stream.  <b>Note: This service does not apply to customers requiring only repository storage [SERVICE/PART NUMBER #56] of video files.</b>	N005	Per Image	\$0.0014
Nearline Storage	Part of Neubus' three-tiered repository storage solution.	N006	Per Image/ Per month	\$0.00001
Offline Storage	Included as part of Neubus' three-tiered repository storage solution.  <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	N007	Per GB	\$0.000

**Department of Information Resources Contract No: DIR-CPO-4407  
Neubus, Inc. Detailed Pricing**

<b>ENTERPRISE CONTENT MANAGEMENT</b>			
<b>BRAND</b>	<b>PRODUCT PART NUMBER/SKU</b>	<b>PRODUCT DESCRIPTION</b>	<b>RRC CUSTOMER PRICE*</b>
Neubus	NDE001	Neubus ECM, neuDocs Enterprise, offers content management and records management. Annual NDE SaaS subscription for up to 500 authorized users and up to 3,000,000 images managed. (Requires Neubus DIS services).	\$0.000
Neubus	NDE002	Neubus ECM, neuDocs Enterprise, offers content management and records management. Annual NDE SaaS subscription for up to 5000 authorized users and up to 10,000,000 images managed. (Requires Neubus DIS services).	\$0.000
Neubus	NDE003	Neubus ECM, neuDocs Enterprise, offers content management and records management. Annual NDE SaaS subscription for unlimited authorized users and up to 1,000,000,000 images managed. (Requires Neubus DIS services).	\$0.000
Neubus	NDE004	Neubus ECM, neuDocs Enterprise, offers content management and records management. Annual NDE SaaS subscription for unlimited authorized users and over 1,000,000,000 images managed. (Requires Neubus DIS services).	\$0.000

**Neubus, Inc.**

**RRC RFO #455-19-9038**

**N. [RFO 3.6] ASSUMPTIONS**

**[Neubus Response]:**

Neubus understands and accepts.

**O. [RFO 3.7] VENDOR RESPONSIBILITIES**

**[Neubus Response]:**

Neubus understands and accepts.

## IV. [RFO 4.0] TERMS AND CONDITIONS

### A. [RFO 4.1]

[Neubus Response]: Neubus will comply with all ToCs.

### B. [RFO 4.3] Vendor Representations, Certifications, and Affirmations.

#### 1. [RFO 4.3.1] Prior Employment.

[Neubus Response]: Neubus warrants and certifies that it 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.

Please refer to Appendix A for the disclosed list<sup>3</sup> of current/former employees who are/were current/former employees of the State of Texas. Each individual's role/position and their hire and termination date is provided as well.

<sup>3</sup> *This list was generated to the best of our knowledge. It is not possible to know of all the employees that should be disclosed, given the number of years Neubus' working relationship with RRC spans as well as the fact that Neubus does not maintain records to track employee whereabouts once they have left Neubus employment.*

#### 2. [RFO 4.3.2] Felony Criminal Convictions.

[Neubus Response]: Neubus warrants that its employees have not been convicted of a felony criminal offense.

#### 3. [RFO 4.3.3] Warranties.

[Neubus Response]: Neubus warrants and guarantees that all services will meet all specifications of the Contract.

#### 4. [RFO 4.3.4] Vendor Business Continuity Plan.

[Neubus Response]: Upon request of RRC, Neubus will provide the descriptions of its business continuity and disaster recovery plan.



**Neubus, Inc.**

**RRC RFO #455-19-9038**

## **V. APPENDIX A: NEUBUS LIST OF EMPLOYEES**

Current or Former Employees Who are Current or Former Employees of the State of Texas	Neubus Role/ Position	Neubus Hire Date	Neubus Termination Date
Berry, Donelle*	Production Clerk	12/1/2008	11/30/2016
Betts, Daniel*	Production Clerk	6/21/2018	10/31/2018
Brown, Alexis*	Production Clerk	12/7/2018	4/10/2019
Clark-Gallow, Pamela*	Production Clerk	6/23/2014	9/12/2015
Colunga, Mary	Production Manager	9/20/2018	N/A
Comer, Irma*	Production Clerk	5/9/2016	10/27/2016
Contreras, Vanessa*	Production Clerk	9/9/2013	9/30/2015
Estrada, Joseph*	Production Clerk	12/10/2018	6/21/2019
Frias, Elena*	Production Clerk	4/30/2014	9/30/2015
Gamez, Rosalinda*	Production Clerk	6/16/2014	10/30/2015
Gonzales, Jerry*	Production Clerk	6/29/2016	3/13/2018
Gonzalez, Genaro*	Production Clerk	4/30/2014	9/12/2015
Gonzalez, Maria*	Production Clerk	10/1/2013	9/12/2015
Guajardo, Jazmine*	Production Clerk	10/28/2013	9/11/2015
Hadlock, Jeffrey*	Project Manager	1/12/2015	6/29/2018
Harraell, Rowena*	Production Clerk	3/27/2013	1/14/2016
Hill, Renella*	Production Clerk	4/21/2015	7/26/2016
Lacy, James*	Tech Support Analyst	12/10/2019	4/5/2019
Lara, Roberto*	Production Clerk	1/4/2018	8/22/2018
Lewis, Sparkle*	Production Clerk	10/10/2016	10/12/2018
Lopez, Tanesha*	Production Clerk	7/25/2005	3/30/2007
Martin, Richelle*	Production Clerk	12/14/2018	6/5/2019
Massinburg, Andrea*	Production Clerk	4/5/2017	11/3/2017
Mathis, Kenyah*	Production Clerk	9/4/2014	9/30/2015
Munoz, Miranda*	Production Clerk	5/31/2016	10/27/2017
Palmer, Michele*	Production Clerk	1/2/2015	3/15/2018
Payne, Valerie*	Production Clerk	3/20/2017	10/26/2018
Posada, Luis*	Production Clerk	12/3/2013	1/2/2015
Rocha, Sarelda*	Production Clerk	6/24/2015	9/12/2015
Rodela, Maria*	Production Clerk	8/24/2016	10/7/2016
Shepherd, Sabrina*	Production Clerk	7/31/2015	9/11/2015
Thomas, Anthony*	Production Clerk	2/25/2013	9/12/2015
Thorn, Carren*	Production Clerk	11/13/2017	4/1/2018
Valdez, Jesus*	Account Manager	2/20/2013	2/16/2015
Villa-Gonzalez, Beatriz*	Production Clerk	12/14/2012	10/12/2015
Warner, Michele*	Production Clerk	1/10/2019	6/28/2019
Washington, Whitney*	Production Clerk	2/3/2010	12/29/2017
Wilkerson, Barbara*	Production Clerk	7/25/2017	3/13/2018
Williams, Kendra*	Production Clerk	11/4/2014	11/24/2015
Wright, Mark*	Production Clerk	4/17/2012	8/12/2012

\* These are former employees of Neubus who may be employees of the State of Texas. Neubus has no control or input as to what their current positions require them to do, including any work that may result from this RFO. It is out of the abundance of caution that their names are listed for RRC's reference.

## **VI. APPENDIX B: NEUBUS SYSTEM MONITORING**

# Tasks Summary Report per Device

Device: **RRCSearch3**

DATE RANGE	05/01/2019 00:00:00-05/31/2019 23:59:59
FILTER	<Default Filter>
SCHEDULE	N/A
LOCATIONS	All

## Table of Contents

Device Summary	Page 2
Downtime Periods by tasks	Page 2
Performance/Response Average by tasks	Page 3
Detail table by tasks	Page 3

## Full Report Criteria

Report Name	Tasks Summary Report per Device
Report ID	1F95C80899794F0591A9B2A08B81F458
Device	RRCSearch3
Date/Time Range	05/01/2019 00:00:00-05/31/2019 23:59:59
Monitoring Location	All
Response Filter	<Default Filter>
Scheduler	N/A

# Tasks Summary Report per Device

Device: **RRCSearch3**

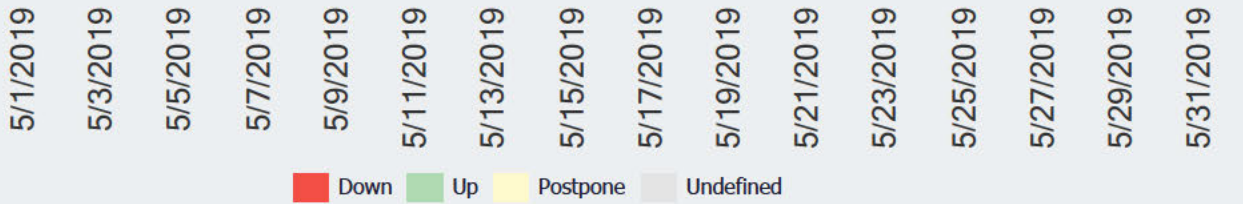
DATE RANGE	05/01/2019 00:00:00-05/31/2019 23:59:59
FILTER	<Default Filter>
SCHEDULE	N/A
LOCATIONS	All

## Device Summary

Number of Successes	2972
Number of Failures	0
Avg. Sec.	0.3394
Std. Dev. Sec.	0.2993
Downtime Percentage	0%
<b>Uptime Percentage</b>	<b>100%</b>

## Downtime Periods

Search API

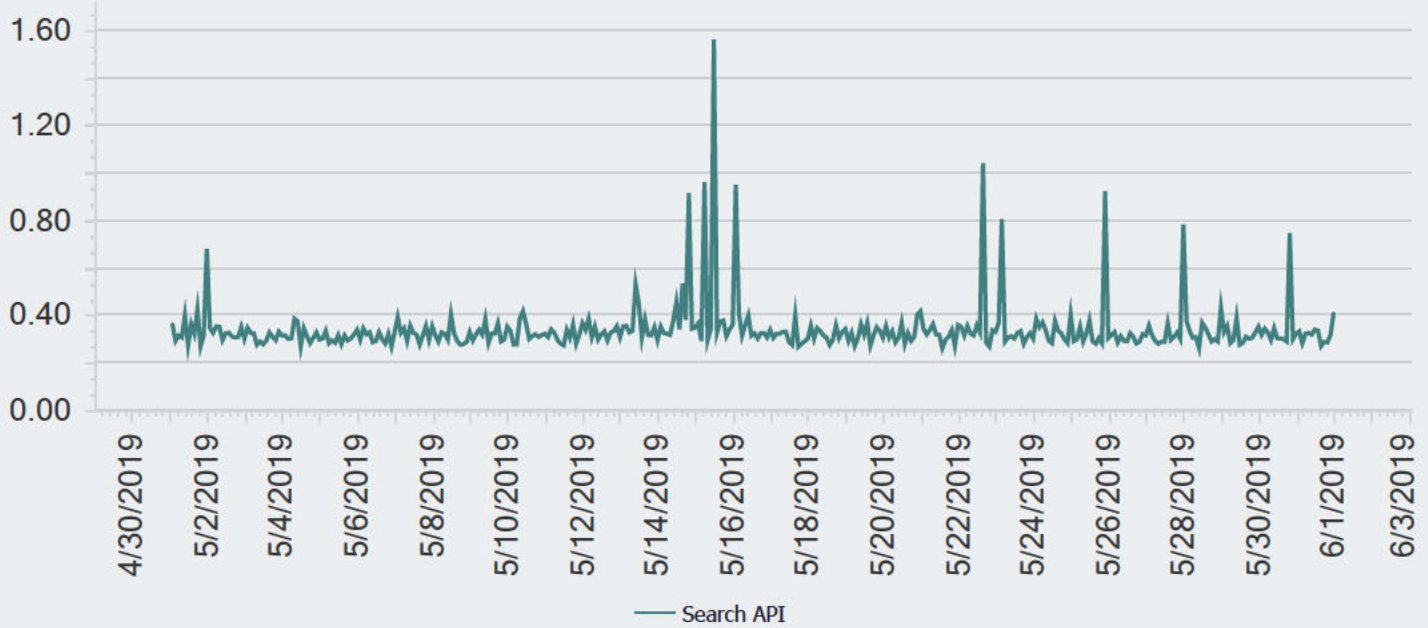


# Tasks Summary Report per Device

Device: RRCSearch3

DATE RANGE	05/01/2019 00:00:00-05/31/2019 23:59:59
FILTER	<Default Filter>
SCHEDULE	N/A
LOCATIONS	All

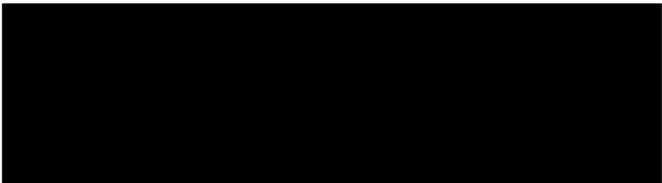
## Performance/Response Average of All Locations in Seconds



## Detail table by tasks

Name	Successes Number	Failures Number	Response Time (sec)	Response Time Standard Deviation	Downtime (%)	Uptime (%)
Search API	2972	0	0.34	0.3	0	100
<b>TOTAL</b>	<b>2972*</b>	<b>0*</b>	<b>0.34**</b>	<b>0.3**</b>	<b>0**</b>	<b>100**</b>

\* - Sum, \*\* - Average





August 16, 2019

ATTN: Mr. J. Reese Miller  
Railroad Commission of Texas  
Contract Management Section, 10.180.4C  
1701 N. Congress Avenue  
Austin, TX 78701

**RE:** Transmittal Letter – Best and Final Offer – RFO 455-19-9038

Dear Mr. Miller,

Neubus, Inc. is submitting a best and final offer (BAFO) to the Railroad Commission of Texas (RRC) for Document Imaging and Enterprise Content Management (ECM) Products, Software and Services, and Related Services as described in RFO 455-19-9038.

Neubus appreciates the continued consideration of the RRC for this opportunity and should we be granted the award, we look forward to continue providing these services.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Albury". The signature is written over a horizontal line.

Chris Albury  
CEO  
(OFC) 512-833-6197 (FAX) 512-233-2794  
[calbury@neubus.com](mailto:calbury@neubus.com)

08/17/2019

Date

**Department of Information Resources Contract No: DIR-CPO-4407  
Neubus, Inc. Detailed Pricing**

<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
Black and White Image Capture	Low (200 DPI)	1	Per Image	\$0.01135
Black and White Image Capture	Medium (300 DPI)	2	Per Image	\$0.01154
Black and White Image Capture	High (400 DPI)	3	Per Image	\$0.02270
Black and White Image Capture	Very High (600 DPI +)	4	Per Image	\$0.03646
Black and White Image Capture	Preservation < 600 PPI	5	Per Image	\$0.04650
Black and White Image Capture	Preservation >= 600 PPI	6	Per Image	\$0.06975
Color Image Capture	Medium (300 DPI)	7	Per Image	\$0.02565
Color Image Capture	High (400 DPI)	8	Per Image	\$0.02700
Color Image Capture	Very High (600 DPI +)	9	Per Image	\$0.02700
Color Image Capture	Preservation < 600 PPI	10	Per Image	\$0.04650
Color Image Capture	Preservation >= 600 PPI	11	Per Image	\$0.04650
Large Format Image Capture	Medium (300 DPI)	12	Per Image	\$0.600
Large Format Image Capture	High (400 DPI)	13	Per Image	\$0.720
Large Format Image Capture	Very High (600 DPI +)	14	Per Image	\$0.800
Transparent Media Image	Medium (1200 PPI)	15	Per Image	\$0.551
Transparent Media Image	High (2400 PPI)	16	Per Image	\$0.661
Transparent Media Image	Very High (4000 PPI +)	17	Per Image	\$0.771
Image Processing	Low (200 DPI) <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	18	Per Image	\$0.000
Image Processing	Medium (300 DPI) <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	19	Per Image	\$0.000
Image Processing	High (400 DPI) <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	20	Per Image	\$0.000
Image Processing	Very High (600 DPI +) <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	21	Per Image	\$0.000



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Image Processing	Preservation < 600 PPI <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	22	Per Image	\$0.000
Image Processing	Preservation >= 600 PPI <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	23	Per Image	\$0.000
Microfiche Conversion	Conversion of microfich to digital Images	25	Per Image	\$0.01397
Microfilm Conversion	Conversion of microfilm to digital Images	24	Per Image	\$0.01083
Index Field - Type 1	Up to 15 Characters <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	26	Per Document	\$0.000
Index Field - Type 1	16-30 Characters <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	27	Per Document	\$0.000
Index Field - Type 1	31-45 Characters <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	28	Per Document	\$0.000
Index Field - Type 2	Up to 15 Characters	29	Per Document	\$0.02080
Index Field - Type 2	16-30 Characters	30	Per Document	\$0.03090
Index Field - Type 2	31-45 Characters	31	Per Document	\$0.03990
Searchable PDF Documents	Scanned images with text portions	32	Per Image	\$0.00500
Special Document Handling	Handling includes overnight vault storage services/ Solutions <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	33	Per Day	\$0.000
Special Document Handling	Special handling for fragile materials <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	34	Per Image	\$0.000
Special Document Handling	Handling includes stringent environmental requirements <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	35	Per Day	\$0.000
Capture from Special Formats	Photographic prints	36	Per Image	\$0.057

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Capture from Special Formats	Photographic negatives	37	Per Image	\$0.500
Capture from Special Formats	Newspapers	38	Per Image	\$0.400
Capture from Special Formats	X-Rays	39	Per Image	\$0.400
Capture from Special Formats	Manuscripts	40	Per Image	\$0.028
Capture from Special Formats	Drawings	41	Per Image	\$0.600
Capture from Special Formats	Bound Books	42	Per Image	\$0.250
Enhancing Images	Bit depth <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	43	Per Image	\$0.000
Enhancing Images	Resolution <b>Note: These charges are waived while customer is using Neubus' ECM services.</b>	44	Per Image	\$0.000
Enhancing Images	Tonal dynamic range	45	Per Image	\$0.004
Enhancing Images	Contrast	46	Per Image	\$0.004
Enhancing Images	Color space	47	Per Image	\$0.004
Delivery Media	CD <b>Note: There is no charge if customer source material is utilizing Neubus' DIS and ECM services.</b>	48	Per Disc	\$0.000
Delivery Media	DVD <b>Note: There is no charge if customer source material is utilizing Neubus' DIS and ECM services.</b>	49	Per Disc	\$0.000
Delivery Media	USB <b>Note: There is no charge if customer source material is utilizing Neubus' DIS and ECM services.</b>	50	Per Device	\$0.000
Delivery Media	External hard drive <b>Note: There is no charge if customer source material is utilizing Neubus' DIS and ECM services.</b>	51	Per Drive	\$0.000
Delivery Media	Flash memory device <b>Note: There is no charge if customer source material is utilizing Neubus' DIS and ECM services.</b>	52	Per Device	\$0.000

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<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
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Data Exchange	Compatible & Secure electronic data Exchange  <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	55	Per gigabyte	\$0.000
Image Repository Hosting	Central hosting of digital Images including routine backups  <b>Note: These charges include Neubus' ECM services.</b>  <b>Also includes Audio/Video files. Each 100KB of audio/video is an image equivalent.</b>	56	Per Image/ Per month	\$0.00031
Image Repository Hosting	Redundant Hosting at alternate location  <b>Note: These charges include Neubus' ECM services.</b>  <b>Also includes Audio/Video files. Each 100KB of audio/video is an image equivalent.</b>	57	Per Image/ Per month	\$0.00012
Image Repository Maintenance	Image repository additions and maintenance  <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	58	Per Hour	\$0.000
Adding Electronic Images to Image Library	Processing Images already in electronic format  <b>Note: Also includes Audio/Video files. Each 100KB of audio/video is an image equivalent.</b>	59	Per Image	\$0.01378
Services/Solutions	Project Manager  <b>Note: These charges only apply if the customer requires a dedicated PM.</b>	60	Per Hour	\$70.00
Services/Solutions	Certified Digital Imaging Architect	61	Per Hour	\$55.00
Services/Solutions	Programming Support	62	Per Hour	\$70.00
Services/Solutions	Technical Support	63	Per Hour	\$45.00
Services/Solutions	Data Entry	64	Per Hour	\$25.00
Services/Solutions	Document Preparation	65	Per Hour	\$24.00
Services/Solutions	Advanced Document Preparation	66	Per Hour	\$25.00

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<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
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Services/Solutions	Re-preparation Services/Solutions	67	Per Hour	\$24.00
Services/Solutions	Training Specialist	68	Per Hour	\$45.00
Needs Assessment and Analysis	Project Planning Report  <b>Note: There is no charge to potential customers or existing customers.</b>	69	Per Hour	\$0.000
Transportation of Source Material	Vehicle charge per round trip (1st 20 miles included)  <b>Note: There is no charge for pickup and delivery within Travis county. Costs for handling and transporting documents outside of Travis county shall be passed thru at cost by Neubus to the customer.</b>	70	Per Trip	TBD
Transportation of Source Material	Vehicle charge per mile over 20 miles round trip  <b>Note: There is no charge for pickup and delivery within Travis county. Costs for handling and transporting documents outside of Travis county shall be passed thru at cost by Neubus to the customer.</b>	71	Per Mile	TBD
Transportation of Source Material	Secure carrier charge for each box in shipment  <b>Note: Neubus utilizes FedEx Custom Critical White Glove Service; Costs for transportation shall be passed thru at cost by Neubus to the customer.</b>	72	Per Box	TBD

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Neubus, Inc. Detailed Pricing**

<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
Secure Document Destruction Service/ Solutions	<p>Paper Destruction</p> <p><b>Note: There is no charge for destruction of customer source material that has been converted in a Neubus facility. In addition to secure source document destruction, Neubus also offers customers several levels of destruction (P3-P7) in accordance with DIN-66399 standards.</b></p> <p><b>Customers will incur standard data entry fees resulting from mandatory cataloguing by Neubus of the customer's source material prior to physical storage within Neubus facility.</b></p>	73	Per pound	\$0.000
Secure Document Destruction Service/ Solutions	<p>Non-Paper Destruction</p> <p><b>Note: There is no charge for destruction of customer source material that has been converted in a Neubus facility. Neubus' secure non-paper document destruction follows NIST guidelines and DoD sanitization procedures.</b></p> <p><b>Customers will incur standard data entry fees resulting from mandatory cataloguing by Neubus of the customer's source material prior to physical storage within Neubus facility.</b></p>	74	Per pound	\$0.000

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<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
Output File Formatting	<p>Image output in non-proprietary file formats</p> <p><b>Note: Neubus will provide one of the following Output File Formatting free of charge: PDF, PDF/A text and/or Image files; single page TIFFs with standard compression; BMP; JPEG; HTML; ASCII text; SGML tagged for electronic distribution or publishing; XML; CAD; word processing. If the client requires multiple Output File formats, technical support charges may apply (SERVICE/PART NUMBER #63).</b></p> <p><b>If the customer requires an Output File Format different from the formats specified above and those formats require Neubus to purchase software/hardware to facilitate the conversion - Neubus will pass those costs on to the customer. The specific charges will be described in the SOW prior to inception of services.</b></p>	75	Per Image	\$0.000
Output File Formatting	<p>Indexes, audit trails, etc. (Non-Proprietary file formats)</p> <p><b>Note: Neubus will provide indexes – Type 2 and audit trails in following non-proprietary file formats: CSV, ASCII, or delimited. If the customer requires an Output File Format different from the formats specified above the specific charges will be described in the SOW prior to inception of services.</b></p>	76	Per gigabyte	\$0.000
Location of Scanning	<p>Performed at Contractor's facility, by contractor's staff</p> <p><b>Note: There is no charge if customer is utilizing Neubus' DIS or ECM services.</b></p>	77	Per Image	\$0.000
Location of Scanning	Performed at customer facility by Contractor's staff	78	Per Image	\$0.03325
Location of Scanning	Performed at Secure Mobile Scanning Unit by Contractor Staff	79	Per Image	

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Neubus, Inc. Detailed Pricing**

<b>NEUBUS DOCUMENT IMAGING SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
Desk Top Scanning	<p>Performed at Customer facility by Customer staff using Contractor's equipment</p> <p><b>Note: Includes real-time scanning; minimum desktop scanning charge of 1500 image scans per scan device per month.</b></p>	80	Per Image	\$0.030
Extended Storage of Source Documents	<p>Storage and security levels as per Customer SOW</p> <p><b>Note: There is no charge for storage of customer source material that has been catalogued, by Neubus, in a Neubus facility.</b></p> <p><b>Customers will incur standard data entry fees resulting from mandatory cataloguing by Neubus of the customer's source material prior to physical storage within Neubus' facility.</b></p>	82	Per day, per box	\$0.000

**Department of Information Resources Contract No: DIR-CPO-4407  
Neubus, Inc. Detailed Pricing**

<b>NEUBUS DOCUMENT IMAGING RELATED SERVICES</b>				
<b>HIGH LEVEL PRODUCT/ SERVICE DESCRIPTION</b>	<b>PRODUCTS/ SERVICES DESCRIPTION</b>	<b>SERVICE/ PART NUMBER</b>	<b>UNIT OF ISSUE</b>	<b>RRC CUSTOMER PRICE*</b>
neuDocs Capture mobile - Enterprise Edition	Supporting both IOS and Android devices - neuDocs Capture Mobile allows for mobile content capture and integrates with the vBox service platform.  <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	N001	Per Image	\$0.000
vBox Service Platform	The vBox is designed to integrate with customer's existing systems and neuDocs Capture mobile - Enterprise Edition to facilitate seamless receipt and management of digital content.	N002	Small Box (100 GB) per Month	\$800.00
vBox Service Platform	The vBox is designed to integrate with customer's existing systems and neuDocs Capture mobile - Enterprise Edition to facilitate seamless receipt and management of digital content.	N003	Medium Box (1 TB) per Month	\$5,000.00
vBox Service Platform	The vBox is designed to integrate with customer's existing systems and neuDocs Capture mobile - Enterprise Edition to facilitate seamless receipt and management of digital content.  <b>Note: To be negotiated between the customer and Neubus and will be described in the SOW prior to inception of services.</b>	N004	Custom Box (> 1 TB) per Month	TBD
Video Image Processing	<b>[FUTURE]</b> Only for customers requiring ability to search for image objects within the video stream.  <b>Note: This service does not apply to customers requiring only repository storage [SERVICE/PART NUMBER #56] of video files.</b>	N005	Per Image	\$0.0014
Nearline Storage	Part of Neubus' three-tiered repository storage solution.	N006	Per Image/ Per month	\$0.00001
Offline Storage	Included as part of Neubus' three-tiered repository storage solution.  <b>Note: There is no charge if customer is utilizing Neubus' DIS and ECM services.</b>	N007	Per GB	\$0.000



**Department of Information Resources Contract No: DIR-CPO-4407  
Neubus, Inc. Detailed Pricing**

<b>ENTERPRISE CONTENT MANAGEMENT</b>			
<b>BRAND</b>	<b>PRODUCT PART NUMBER/SKU</b>	<b>PRODUCT DESCRIPTION</b>	<b>RRC CUSTOMER PRICE*</b>
Neubus	NDE001	Neubus ECM, neuDocs Enterprise, offers content management and records management. Annual NDE SaaS subscription for up to 500 authorized users and up to 3,000,000 images managed. (Requires Neubus DIS services).	\$0.000
Neubus	NDE002	Neubus ECM, neuDocs Enterprise, offers content management and records management. Annual NDE SaaS subscription for up to 5000 authorized users and up to 10,000,000 images managed. (Requires Neubus DIS services).	\$0.000
Neubus	NDE003	Neubus ECM, neuDocs Enterprise, offers content management and records management. Annual NDE SaaS subscription for unlimited authorized users and up to 1,000,000,000 images managed. (Requires Neubus DIS services).	\$0.000
Neubus	NDE004	Neubus ECM, neuDocs Enterprise, offers content management and records management. Annual NDE SaaS subscription for unlimited authorized users and over 1,000,000,000 images managed. (Requires Neubus DIS services).	\$0.000