

EXHIBIT A

RRC Contract No. 455-21-1011
RFO No. 455-21-1011
Salesforce Implementation Support Services (SISS)

STATEMENT OF WORK (SOW)

**RRC Salesforce Implementation Services and
Support**

**Application Maintenance and
Support/Application Development**

Railroad Commission of Texas

12/22/2021

PART 1: Introduction and Background..... 4

- 1.1. Introduction..... 4
- 1.2. Multi-Vendor Solutions (Joint Ventures) 4
- 1.3. Multiple Responses..... 4
- 1.4. Agency Overview 5
- 1.5. Guiding Principles 5
- 1.6. Agency Operational Goals..... 5
- 1.7. Current State Challenges..... 6
- 1.8. Stakeholders..... 6

PART 2: Project Scope 10

- 2.1. Scope of Work (“SOW”) 10
- 2.2. Period of Performance 10
- 2.3. Warranty 10
- 2.4. Project Risks 11
- 2.5. RRC Workorder Expectations of Vendor 11
- 2.6. General RRC Roles and Responsibilities..... 12
- 2.7. General Vendor Roles and Responsibilities..... 13
- 2.8. Initial Workorders..... 13
- 2.9. Requirements for Workorder Deliverables 20
- 2.10. Deliverable Definition Process 21
- 2.11. Workorder Process..... 21
- 2.12. Workorder Amendments..... 22
- 2.13. Vendor Workplan..... 22
- 2.14. Revisions to Approved Vendor Workplan..... 24
- 2.15. Notice to Proceed 25
- 2.16. Deliverable Acceptance 25
- 2.17. RRC Reliance on Vendor’s Workplan and Notice of Completion 26
- 2.18. Reports and Meetings..... 26
- 2.19. Project Completion Criteria 28
- 2.20. Vendor Service Requirements 28
- 2.21. Invoices 28
- 2.22. Transition Plan 29

PART 3: Vendor Response Content..... 30

3.1. Vendor Response	30
PART 4: Instructions to Vendors	35
4.1. Submittal Instructions	35
4.2. Prohibited Communications, Sole Point of Contact	35
4.3. Confidential Information; Public Information Act Disclosures	36
4.4. Exception to Provisions	37
4.5. Organization of Response	37
4.6. Schedule of Events and Response Guidelines:	37
4.7. Response Evaluation Criteria.....	38
4.8. Additional Agency Terms and Conditions.....	39
PART 5: Attachments	54

PART 1: Introduction and Background

1.1. Introduction

In accordance with applicable provisions of Texas Government Code Chapters 2054, 2155, 2156, 2157 and 2261, the Railroad Commission of Texas (RRC) issues this SOW to qualified entities to submit a response to provide to RRC information technology services and support as described herein and in accordance with all terms, conditions, and specifications contained within the SOW and Contract Documents. Responses must be received by the Railroad Commission of Texas, Contract Management Section, 1701 N. Congress Avenue, Austin, TX 78701 no later than 2:00PM (CT), Monday January 24th, 2022 for SOW No. 455-22-1011, Information Technology Services: Salesforce Implementation Services and Support (SISS).
Project Background & Objectives

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

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

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

1.2. Multi-Vendor Solutions (Joint Ventures)

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

1.3. Multiple Responses

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

1.4. Agency Overview

RRC is the State of Texas agency with primary regulatory jurisdiction over the oil and natural gas industry, pipeline transporters, the natural gas and hazardous liquid pipeline industry, natural gas utilities, the alternative fuels Liquefied Petroleum Gas, Compressed Natural Gas, Liquefied Natural Gas (LPG/CNG/LNG) industries, coal surface mining, and uranium exploration operations.

The agency's stated mission is:

"...To serve Texas by our stewardship of natural resources and the environment, our concern for personal and community safety, and our support of enhanced development and economic vitality for the benefit of Texans."

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

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

1.5. Guiding Principles

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

1.6. Agency Operational Goals

- Protect public safety and the environment through compliance and enforcement strategies using appropriate tools that are effective, efficient, and transparent.
- Review current rules and forms to ensure relevance to current technology and industry practice in order to more effectively maximize protection of public safety and the environment while minimizing the cost of compliance for the regulated industries.
- Enhance collection of, access to, and use of data to improve RRC programs that ensure public safety and environmental protection.
- Invest in the quality and sustainability of the RRC's employees through needs assessment and professional development creating the optimal workforce.
- Encourage public engagement and increase educational outreach to improve understanding of the RRC's role.

1.7. Current State Challenges

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

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

1.8. Stakeholders

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

As of 2021, RRC employs approximately 1000 employees. The agency is comprised of multiple divisions, each charged with specific responsibilities related to executing the agency’s mission, described in *Table 1. RRC Business Divisions and Responsibilities* below:

Table 1: RRC Business Divisions and Responsibilities

RRC Business Division	Overview of Responsibilities
Operations	The Operations Division supports the RRC of Texas in its mission through a variety of functions, including: human resources, risk management, information services and records management, contract management and purchasing, facilities management, and support services. The division also develops and coordinates internal organizational policies to improve business efficiency and ensure employees have sufficient tools and resources to perform their duties in support of the agency’s mission.
Critical Infrastructure	The Critical Infrastructure Division has regulatory authority for weatherization of electricity supply chain facilities. The Critical Infrastructure Division is responsible for tracking critical infrastructure and non-critical facilities in the electricity supply chain, collaborating with other state agencies by securely sharing confidential and non-confidential data, analyzing emergency operations plans developed by natural gas facility operators that produce, treat, process, pressurize, store, and transport natural gas that are included in the electricity supply chain, inspecting gas supply chain and pipeline facilities for compliance with weatherization rules, tracking and comparing data submitted by operators and collected during inspections, producing confidential and public reports using electricity supply chain and weatherization data.

RRC Business Division	Overview of Responsibilities
Financial Services	<p>The Financial Services Division provides financial services and support to the divisions of the RRC of Texas. The division's policies, procedures, computing systems and structures are designed to ensure and maintain the fiscal integrity of the agency.</p>
Information Technology Services	<p>The Information Technology Services (ITS) Division is responsible for providing automated information management services for the RRC in the central and district offices. The ITS Division resources are dedicated to support the Commission's divisions and leadership with their computing infrastructure needs.</p> <p>The ITS Division is responsible for ensuring the information resources essential to operate the agency activities including hardware, software and applications, are available and performing at optimal levels. System availability is a critical factor for enabling the agency to meet regulatory requirements and achieve performance objectives. The ITS Division provides Customer Service and Operations, Desktop support, Network Administration, Program and Process Management and Applications Development and Maintenance.</p>
Government Relations	<p>Government Relations coordinates the government relations, communications, and outreach and ombudsman functions for the RRC. The division identifies and monitors important legislative issues affecting the RRC and the industries that fall under the jurisdiction of the RRC.</p>
Communications	<p>The Communications Division serves as the primary contact with the media and coordinates the agency's newsletters, social media and websites. In addition, the division coordinates outreach to Texas citizens, industry, domestic and foreign government officials and delegations, through speaking engagements, special event planning and training opportunities. The Communications Division also serves as the agency ombudsman and responds to inquiries from the public, state officials, other governmental agencies and industry representatives.</p>
Office of General Counsel	<p>The Office of General Counsel provides legal advice to the Commissioners, Executive Office, and Divisions. The Office of General Counsel includes the Legal Enforcement Section and the General Law Section.</p> <p>The Legal Enforcement Section consists of attorneys and paralegals who are responsible for prosecuting individuals and companies charged with violating Commission rules and regulations. This section administers and collects administrative penalties from operators for rule violations. The Legal Enforcement Section also works with industry and law enforcement to assist in investigation and prosecution of environmental and related violations.</p> <p>The General Law Section advises the Commission on compliance with state and federal laws regarding contracts, open records, records retention, personnel matters,</p>

RRC Business Division	Overview of Responsibilities
	ethics, and handles environmental legal issues related to the Commission's surface mining and oil and gas programs. The section reviews all rulemaking documents, open meetings agendas, and other documents filed for publication in the Texas Register. This section also works with the Office of the Attorney General on all lawsuits to which the RRC is a party.
Hearings	The Hearings Division is responsible for scheduling, conducting, and preparing recommendations on hearings concerning oil and gas, gas utilities, pipeline safety, alternative fuels safety, and surface mining matters within the Commission's jurisdiction. The Commission's hearings are presided over by eight administrative law judges and seven technical examiners.
Oil & Gas	The Oil and Gas Division regulates the exploration, production, and transportation of oil and natural gas in Texas. Its statutory role is to: (1) prevent waste of the state's natural resources; (2) to protect the correlative rights of different interest owners; (3) to prevent pollution; and (4) to provide safety in matters such as hydrogen sulfide. The division accomplishes these goals by permitting and reporting requirements; by field inspections, testing programs and monitoring industry activities in the field; and through programs to remediate abandoned wells and sites using fees and taxes paid by industry and the public. The Oil and Gas Division is headquartered in Austin, Texas with nine district offices spread over the state.
Oversight & Safety	<p>Oversight & Safety is comprised of 3 departments - Alternative Fuels Safety, Gas Services and Pipeline Safety.</p> <p>The Alternative Fuels Safety Department operates programs related to enforcing the State statutes and Commission regulations related to alternative fuels (LPG/CNG/LNG). These programs conduct safety evaluations of stationary facilities and mobile equipment, licensing companies engaged in alternative fuel activities, and providing training to individuals working in the alternative fuels industries. Public education, outreach, and incentive programs are operated in partnership with fuel and equipment suppliers, manufacturers, distributors, and fleet operators.</p> <p>The Gas Services Department works to make sure a continuous, safe supply of natural gas is available to Texas consumers at the lowest, reasonable price. To change rates for customers within a city's limits, a gas utility must first apply to the city government. When a city and a utility can't agree on a proposed gas rate change, either may appeal to the Commission, which will then set the rates. People living in unincorporated areas of the state are protected directly by the Commission, which has exclusive jurisdiction over gas rates and services in these areas. The Commission also has original jurisdiction over "city gate" rates - the rates for natural gas charged by a supplier to a city distribution system. The division also focuses on</p>

RRC Business Division	Overview of Responsibilities
	<p>regulatory policy and analysis, finding and eliminating natural gas transportation problems, and oversight of intrastate gathering and storage services.</p> <p>The Pipeline Safety Department works to enforce compliance with federal and state laws and regulations by pipeline operators. These regulatory responsibilities extend to more than 1,400 operators of intrastate gathering, transmission, distribution, and master-metered systems. The department is responsible for the enforcement of the damage prevention regulations involving the movement of earth (excavation) surrounding pipeline facilities. The Pipeline Safety department is tasked with overseeing pipeline activities to ensure compliance with state and federal safety regulations and promote public safety and awareness.</p>
Surface Mining & Reclamation	<p>The Surface Mining and Reclamation Division (SMRD) is responsible for regulating surface mining for coal and uranium exploration. Companies mining coal/lignite in Texas must have a RRC permit and post a bond for each site they operate. SMRD reviews the permit, and subsequent permit revisions, to ensure that the permit meets the Federal Regulations. SMRD also reviews regulatory changes and communicates the impacts of the changes on existing permits. Division personnel also make, at a minimum, monthly visits to mine sites, checking for compliance with coal mining regulations.</p> <p>SMRD also administers the reclamation of dangerous or environmentally harmful abandoned mine sites that were mined prior to the implementation of the federal surface mining law in 1975. Under this program, SMRD ensures the safety of the public and protects the environment by eliminating these hazardous abandoned mines throughout the state. SMRD works closely with industry to help develop solutions to reclamation issues as they arise.</p>

PART 2: Project Scope

2.1. Scope of Work

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

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

- Salesforce platform
- Integration tools in use by RRC
- Security tools and techniques in use by RRC

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

2.2. Period of Performance

Vendor shall complete all work under any resulting contract within an original contract term ending no later than August 31, 2023. At RRC's discretion, original Contract term, may be renewed for up to three (3) additional one-year optional renewal terms ("Renewal Term"). Renewal Terms to any Contract shall be accomplished through written amendment to the original Contract, fully executed prior to expiration of the Contract, and shall incorporate all terms and conditions of the original Contract as may be amended by mutual agreement between the RRC and Vendor

2.3. Warranty

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

2.4. Project Risks

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

2.5. RRC Workorder Expectations of Vendor

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

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

2. In addition to providing high level overview of the project, the project kickoff meeting shall serve as an introduction opportunity between Vendor and RRC project teams.
3. RRC is required, when applicable, to follow the State of Texas DIR Project Delivery Framework process, including Framework Extensions, therefore any response and Workorder response must include creation of artifacts required under the Texas DIR Project Delivery Framework.
4. The Vendor shall use approved RRC documentation templates, standards, and sign-off requirements for documentation when applicable.
5. Prior to start of work on any approved workorder, the Vendor staff, including but not limited to employees, contract employees, and subcontractors, assigned to or otherwise working on RRC's project, must sign a Vendor Information Security Agreement ("VISA") (see *Attachment 5 Vendor Information Security Agreement*).
6. After project start, any Vendor staff added to the project must sign RRC's VISA prior to Vendor's added staff member(s) starting work on the project.
7. Vendor staff must adhere to the security requirements implemented by the Texas Department of Information Resources ("DIR") to include mandatory Security Awareness Training on an annual basis.
8. Vendor staff must adhere to RRC security requirements and configurations/change management processes (deploy in coordination with other deployments, at night or weekends to avoid conflicts) and based on schedules confirmed with Shared Technology Services ("STS") (Firewall changes, etc.).
9. Critical Vendor staff must be on site at RRC headquarters during specific times required by RRC. Requests for onsite presence must be done in accordance with agency policies related to COVID-19 or other similar events to protect the health and safety of RRC and Vendor staff.
10. Vendor shall perform all critical project activities on site at RRC headquarters, 1701 N. Congress Avenue, Austin, Texas 78701. Note: may be revised to comply with COVID-19 protocols or other declarations of emergency by the Governor of Texas.
11. RRC, in its sole discretion, will determine "critical" and "non-critical" project activities and Vendor staff.

12. Non-critical project activities may be performed from remote locations within the United States. No remote work shall be conducted or performed outside of the United States, and all data must remain in the United States.
13. Vendor staff working off-site must access RRC's repository using RRC approved tools for remote access.
14. Vendor must provide all equipment required for Vendor staff to perform and complete work required under the Contract.
15. Through RRC's Access Request procedure, RRC will provide to the Vendor project team any network and systems credentials necessary to complete work under the Workorder(s).
16. RRC will provide temporary office space, meeting room(s), security badges and parking permits for Vendor staff while on site to conduct meetings or work sessions.
17. Procedural, reporting, and communication processes and structures for managing the Vendor-provided services will be established through collaborative discussion between the selected Vendor and RRC. These processes and structures will be documented and maintained by Vendor, approved by RRC, and modified and updated on an ongoing basis to reflect changes to the business and operational relationship.
18. Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the RRC Project Manager.
19. If the deliverable cannot be provided within the scheduled time frame, the Vendor is required to contact the RRC Project Manager in writing with a reason for the delay and the proposed remedial actions and revised schedule. The request for a revised schedule must include the impact on related tasks and the overall Workorder.
20. If changes to the schedule, tasks, and timelines of the overall Workorder are agreed to by RRC, RRC Project Manager will provide written approval to the Vendor.

2.6. General RRC Roles and Responsibilities

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

2.7. General Vendor Roles and Responsibilities

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

2.8. Initial Workorders

The following sections (*2.8.1 – Alternative Fuels Safety (AFS) Modernization* and *2.8.2 – Environmental Permitting Modernization*) describe the two initial set of work efforts that the agency has identified as priority and needed for immediate implementation. These sections describe more detailed business processes, and high level requirements expected as part of the final implementation of each of the work orders.

2.8.1. Alternative Fuels Safety (AFS) Modernization

Please see *Attachment 1 AFS Modernization High Level Overview* for a detailed explanation of the Alternative Fuel Safety Certification process and provide pricing on creating an application to perform the Certification Registration portion electronically. If you require special assistance accessing this document or require this document in a different format, please contact the Sole Point of Contact, J. Reese Miller, listed in *Table 4 Sole Point of Contact*.

The purpose of this Workorder is to request the submission of an overall Workplan and associated costs for the implementation of Alternative Fuels Safety (AFS) Modernization, as provided in this SOW as *Attachment 1*, to include the Workplan, requirements documentation, design, development, integration, testing, training, documentation, knowledge transfer, and deployment of a Salesforce-based application to replace an RRC legacy system and related enhanced business processes.

Major Alternative Fuels Safety business processes include:

- Conducting inspections of mobile and stationary alternative fuel systems through a risk-based evaluation model,
- Investigating accidents and complaints involving alternative fuels transports and installations,
- Processing notices of and approving mobile and stationary alternative fuel installations,
- Licensing companies to perform activities with alternative fuels, including annual license renewal,
- Certifying individuals through rules-based examinations to perform activities with alternative fuels, including annual certification renewal,
- Training individuals on the rules required to safely transfer, service and install LPG for specific certifications, including continuing education requirements, and
- Registering units transporting alternative fuels, including annual registration renewal.

Assumptions

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

Agency Resources

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

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

Scope

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

High Level Workorder Deliverable Items

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

The Vendor Workplan must contain:

- The Work Order name and number.
- The Vendor's Project Manager (Vendor PM) and other contacts assigned to implement the scope of the Workorder.
- Vendor Interpretation of the Workorder.
- Detailed description of the technical approach, including but not limited to:
 - Software development/implementation approach, such as waterfall, iterative, or agile.
 - Proposed architecture of the solution, including the detailed approach for any applicable data interfaces, system interfaces, and data migrations.
 - Templates, including but not limited to those related to requirements documentation, design, testing, training, etc., that Vendor proposes for use to implement the scope of the Workorder.
 - Techniques, including common and unique, that Vendor intends to use in approach to execution of any Workplan and performance of the work. RRC recommends an implementation approach that focuses on delivering independent and deployable increments of functionality, as opposed to a single implementation and deployment.
 - Examples of each proposed document to be produced under the workplan, that help RRC understand the level of detail for each artifact.

- Quality Assurance / Quality Control procedures that describe the process and procedures to be performed by the Vendor to ensure the product meets the user requirements and the quality expected.
- An initial schedule, in hierarchical outline format, by activity and deliverable, and any known dependencies that demonstrates Vendor understanding of problem and work to be performed.
- RRC staff commitments required for each task and estimated hours.
- Include a break-out of business area SME and IT staff (by role) time requirements.
- The binding cost to complete the Workplan broken out by key deliverables with calculations of resource costs by role for respective deliverables.
- Key Vendor personnel and supporting personnel assigned to implement the Workplan and a current resume for key personnel, if one was not previously provided.
- Deliverable Expectation Document.
 - Format to be mutually agreed upon between RRC and Vendor.
- Vendor proposed Deliverable acceptance criteria.
- Signature of Vendor's Authorized Representative.

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

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

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

2.8.2. Environmental Permitting Modernization

Please see *Attachment 2 Environmental Permitting Modernization* to this SOW for a detailed explanation of the Environmental Permitting Modernization and provide pricing on creating an Environmental Permitting Application. If you require special assistance accessing this document or require this document in a different format, please contact the Sole Point of Contact, J. Reese Miller, listed in *Table 4 Sole Point of Contact*.

The purpose of this Workorder is to request the submission of an overall Workplan and associated costs for the implementation of an Environmental Permitting Application, as provided in this SOW at *Attachment 2*, to include the Workplan, requirements documentation, design, development, integration, testing, training, documentation, knowledge transfer, and deployment of a Salesforce-based application to replace an RRC legacy system, databases, and related enhanced business processes. An analysis is also requested as part of the Workplan for an expandable platform for additional environmental permitting areas.

Major Environmental Permitting business processes include:

- New Permit
- Permit Renewal
- Permit Transfer or Amendment
- Permit Cancellation / Closure Request
- Protests and Hearings
- Enforcement
- Reporting
- Hazardous Waste
- Hydrostatic Test Discharge
- Trial Run (recyclers only)
- Waste Haulers
- Other Processes (e.g. records requests).

Assumptions

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

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

Agency Resources

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

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

Scope

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

High Level Workplan Deliverable Items

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

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

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

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

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

- System Testing / Tests documentation.
- RRC User Acceptance Testing support plan.
- Training and User Manuals.
- Knowledge Transfer plan and documentation.
- Deployment Plan including conversion/migration.
- Post-deployment support logistics plan.
- Analysis for an expandable platform for additional environmental permitting areas..

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

2.8.3. Future Workorder Possibilities

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

2.9. Requirements for Workorder Deliverables

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

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

2.10. Deliverable Definition Process

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

2.11. Workorder Process

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

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

- Throughout the Contract Term, the RRC will request Workplans from the Vendor by submitting written Workorders. Workorders must only be submitted in written form.
- The Workorder is intended provide guidance and clarification on the work expected of the Vendor.
- Workplans requested through Workorders under this contract, will encompass the services described in Section 2.1 "Scope of Work"

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

2.12. Workorder Amendments

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

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

2.13. Vendor Workplan

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

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

- The Contract name and number, and Workorder name and number.

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

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

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

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

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

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

2.14. Revisions to Approved Vendor Workplan

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

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

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

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

2.15. Notice to Proceed

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

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

No work shall begin without a Notice to Proceed signed by RRC Project Manager and Contract Manager.

Vendor shall perform all work in strict accordance with the Notice to Proceed.

2.16. Deliverable Acceptance

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

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

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

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

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

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

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

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

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

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

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

2.18. Reports and Meetings

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

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

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

2.18.1. Project Management & Deliverables

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

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

2.19. Project Completion Criteria

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

2.20. Vendor Service Requirements

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

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

2.20.1. Service Change Management

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

2.21. Invoices

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

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

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

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

2.22. Transition Plan

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

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

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

PART 3: Vendor Response Content

3.1. Vendor Response

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

3.1.1. Table of Contents (Section A)

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

3.1.2. Title Page (Section B)

The Title Page must include the following information:

- RRC's SOW ID Number: SOW No. 455-22-1011;
- Vendor's DIR Contract Number
- Vendor's Name and Address; and
- Vendor's Signature, Printed Name, Title, and Date signed.

3.1.3. Cover Letter (Section C)

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

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

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

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

- **Minimum Qualifications**

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

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

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

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

Security

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

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

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

Compliance

RRC is subject to various regulations including, but not limited to, the Texas Administrative Code (TAC) and the DIR's Data Classification and Management Policy. Offeror must provide information on how its solution is able to maintain compliance with, but not limited to, the following:

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

Development and Testing

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

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

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

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

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

Knowledge Transfer and Training Approach

- The Vendor must describe their approach and ability to provide:
 - Initial Product Training;
 - Train the Trainer sessions;
 - Configuration Training sessions;
 - Application and System Administration Training sessions; and
 - End user training manuals and user guides/reference sheets.
- The Vendor shall describe and provide the types of documentation that the Vendor has that can be leveraged for training and knowledge transfer activities.

3.1.5. Staff Resumes & References (Section E)

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

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

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

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

Changes in Ownership Conditions

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

Legal Actions

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

3.1.7. Pricing (Section G)

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

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

If the Commission chooses to continue additional engagements with the Vendor via approved Work Orders or change requests, the hourly rates described in Table 2: *Hourly Rate Pricing* of the *Attachment 6 Pricing Worksheet* will be binding for the remainder of the Contract. The RRC shall determine whether negotiations or Best and Final Offers (BAFOs) are necessary.

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

Responses must be emailed to the Contract Management Section, Railroad Commission of Texas Contract Manager listed in *Table 3: Delivery Options* below NO LATER THAN the date and time specified within this SOW, or as revised by Addenda, if any, to this SOW. RESPONSES RECEIVED AFTER THE DEADLINE DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNREVIEWED. *****

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

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

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

Table 2, Delivery Options

<u>Email Delivery</u>
SOW No. 455-22-1011 Railroad Commission of Texas Contract Management Section J. Reese Miller, Contract Manager reese.miller@rrc.texas.gov

4.2. Prohibited Communications, Sole Point of Contact

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

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

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

The sole point of contact for this SOW is J. Reese Miller, Contract Manager, whose contact information is:

Table 3: Sole Point of Contact

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

4.3. Confidential Information; Public Information Act Disclosures

RRC is a governmental body subject to the Texas Public Information Act (“PIA”), Texas Government Code Chapter 552. Any Offer and other information submitted to RRC by Offeror are subject to release as public information by RRC. An Offer and other submitted information are presumed subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for Offeror to include proprietary or otherwise confidential information in its Offer or other submitted information, the Offeror must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire Offer is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire Offer subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Offer that are considered by the Offeror to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by the Offeror as proprietary or confidential will be deemed subject to disclosure pursuant to the PIA. Offeror will be deemed to have irrevocably waived, and to have agreed to fully indemnify the State of Texas and the RRC against, any claim of infringement by RRC regarding the intellectual property rights of Offeror or any third party for any materials appearing in the Offer.

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

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

One PDF containing complete copies of all of Offeror’s submissions pursuant to this SOW. Offeror must name this file “Complete Offer Documents, [Offeror’s Name], RRC SOW No. 455-22-1011. CONTAINS CONFIDENTIAL INFORMATION.”

One PDF containing copies of all of Offeror's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This PDF must also contain an Appendix which contains clear references to all redacted information including a general description of the redacted information. Offeror must name this file "For Public Release: Redacted version of [Offeror's Name], RRC SOW No. 455-22-1011."

4.4. Exception to Provisions

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

4.5. Organization of Response

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

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

4.6. Schedule of Events and Response Guidelines:

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

Table 4: Schedule of Events

Date	Activity
December, 22, 2021	Distribute SOW to prospective Vendors
January 10, 2022 2:00 PM CT	Deadline for submitting questions
January 19,2022	Agency response to Questions
January 24, 2022 2:00 PM CT	Deadline for submitting responses to SOW

4.6.1. Question and Answers:

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

Inquiries and Comments must reference:

SOW 455-22-1011-RRC Salesforce Implementation Support Services

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

4.7. Response Evaluation Criteria

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

The responses will be evaluated and scored according to the evaluation criteria listed in *Table 5 Evaluation Criteria* below. Scoring shall include relative weight of each criterion as indicated by the maximum possible score, in points, as indicated within the table.

EVALUATION CRITERIA*Table 5: Evaluation Criteria*

Criteria	Maximum Possible Score
Experience and Qualifications	25
Vendor's Project Workplan for Alternative Fuels Safety Modernization	25
Vendor's Project Workplan for Environmental Permitting	25
Price	25
Total Base Points	100

4.8. Additional Agency Terms and Conditions

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

4.8.1. Retainage

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

4.8.2. Confidentiality and Non Disclosure

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

4.8.3. Conflict between PO and DIR Contract

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

4.8.4. Shared Technology Services & Application & Server Locations

The Cooperative Contracts and STS programs are governed by separate Government Code provisions, and therefore have unique requirements. Agencies within the STS program are required to have approved STS exemptions in addition to any exemptions or Statements of Work (SOWs) approvals that may be needed or may have already been approved through the DIR Cooperative Contracts program.

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

4.8.5. Accessibility Requirements

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, state agencies must procure electronic and information resources (EIR) that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.

Vendor must ensure any work product developed complies with the above requirements and technical standard, as applicable.

1 TAC § 213.18(e) – Unless an exception is approved by the executive director of the state agency pursuant to § 2054.460, Texas Government Code, and § 213.17 of this chapter, or unless an exemption is approved by the [Department of Information Resources], pursuant to § 2054.460, Texas Government Code, and § 213.17 of this chapter, all electronic and information resources [EIR] products developed, procured or changed through a procured services contract, and all electronic and information resource services provided through hosted or managed services contracts, shall comply with the provisions of Chapter 206 and Chapter 213 of this title, as applicable.

1 TAC § 213.18(d) – This subchapter applies to EIR developed, procured, or changed by an agency, or developed, procured, or changed by a contractor under a contract with an agency which requires the use of such product, or requires the use, to a significant extent, of such product in the performance of a service or the furnishing of a product.

4.8.6. Vendor Information Security Agreement –

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

4.8.7. Compliance with SOW and Contract

By submitting a response, acknowledging and accepting the Contract, or delivering any services under the Contract, Vendor acknowledges, accepts, and agrees to all terms, conditions, specifications, provisions, statements, and guidelines of the Contract, including, but not limited to, the SOW. All parts of the SOW are fully incorporated into and constitute part of the Contract for all purposes intended. RRC, at its sole discretion, may disqualify a Response from consideration if RRC determines a Response is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in the SOW.

4.8.8. Misunderstanding or Lack of Information

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

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

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

4.8.9. Ambiguity, Conflict, Exclusionary Specification, or Omission

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

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

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

4.8.11. No Alterations or Withdrawals of Response after Deadline

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

4.8.12. Attachments

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

4.8.13. Binding Effect of Response

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

4.8.14. Binding Effect of Contract

An awarded Contract shall inure to the benefit of, be binding upon, and be enforceable against, each party and their respective permitted successors, assigns, transferees and delegates.

4.8.15. Tie Responses

Consistent and continued tie Responses could cause rejection of Responses by RRC.

4.8.16. Rejection of Responses and Cancellation of SOW

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

4.8.17. Vendor Costs

Vendor shall bear all costs and expenses associated with preparation and submission of a Response, including costs associated with submission of all required documents and all copies of all documents. Response pricing includes all costs and expenses associated with performance of the work in accordance with the requirements, terms, and conditions of the Contract documents including any specifications and the SOW; no alternate pricing or additional costs will be paid.

4.8.18. Contract Award, Copyright, Reissuance

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

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

Prior to issuance of a Contract, RRC reserves the right to make any corrections or include additional requirements necessary for RRC's compliance with all federal and state laws, regulations, rules, policies, and best practices. RRC reserves the right to at any time reissue the SOW or issue another SOW for the goods and/or services described in this SOW.

4.8.19. No Other Benefits

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

4.8.20. Prohibited Exceptions

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

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

4.8.21. Statement of Work, Performance

Vendor shall provide the requested services in the manner described in this SOW. In event of Vendor's failure to conform to all requirements of this SOW, consequences may include, but not be limited to, RRC's withholding of acceptance and payments under the Contract, RRC's cancellation of all or part of the Contract, RRC's revocation of any prior acceptance and Vendor's refund of amounts paid prior to revocation of acceptance.

4.8.22. Time Limits Enforced

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

4.8.23. Workorder Completion and Liquidated Damages.

Workorder Period.

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

Liquidated Damages Value

RRC has determined that the completion of each Workorder under the Contract is critical to meet RRC's regulatory obligations, and the Contractor's failure to complete any Workorder within the required time will cause damage to RRC and operations related to Information Technology Services. Since exact damages are difficult to determine or forecast, **the sum of three percent (3%) of the total Workorder value charged per calendar day** is hereby established by the

Parties as a reasonable estimate of just compensation to RRC for failure of Contractor to complete work specified in a Workorder by the date set forth in writing within the Workorder or written, authorized extension thereto. Said sum will be deducted from the money due or to become due to Contractor, not as a penalty, but as liquidated damages and added expense including administrative and inspection costs for each and every calendar day the work or any portion thereof shall remain incomplete after the expiration of the time limit set forth in writing within the Workorder or written, authorized extension thereto.

Calculation of Liquidated Damages

Charges for liquidated damages will begin accumulating on the first calendar day following the final completion date set forth in writing within the Workorder or written, authorized extension thereto, and continue until the date of actual, final completion date as established by RRC. Final completion of each Workorder will not be issued until all required work under the Workorder has been completed, as verified by RRC.

4.8.24. Assignments and Subcontractors.

Vendor must submit to RRC's Authorized Representative any proposed subcontractor and shall receive from RRC's Authorized Representative, written approval of the subcontractor prior to Vendor authorizing subcontractor's performance of any work under the Contract.

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

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

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

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

4.8.25. Payments to Vendor

Vendor shall submit by email to RRC's designated point of contact all requests for payment. Payment requests shall be submitted upon Vendor's completion of and RRC's acceptance of one or more deliverables. When submitting request by email, Vendor shall include Vendor's invoice, all additional documents required by the Contract as applicable to the payment request, as email

attachments. Vendor shall also mail within three (3) business days of receipt of payment the original, signed and notarized Vendor's Progress Payment Affidavit or Vendor's Final Payment Affidavit, as applicable to the payment request, to RRC designated Contract Manager. Each Vendor's invoice shall reflect a single Contract and all and only items related thereto which have been delivered, inspected, tested, evaluated, and accepted by RRC within the Contract performance period concluding on the invoice date.

Compliance with Texas Government Code Chapter 2251 required.

A Vendor awarded a Contract arising from this SOW, and all Vendor's subcontractors, if any, shall comply with all applicable provisions of Texas Government Code Chapter 2251 relating to prompt payment for goods and services under a contract issued by a state agency. Texas Government Code Chapter 2251 requires, in part, that a Vendor receiving payment from a state agency shall pay a subcontractor the appropriate share of the payment not later than the 10th day after the date the Vendor receives the payment; and, the Vendor's subcontractor who receives a payment from the Vendor shall pay a person who supplies goods or a service for which the payment is made, the appropriate share of the payment not later than the 10th day after the date the subcontractor receives the payment. Vendor's compliance with this provision shall be strictly enforced by RRC. RRC reserves the right to request evidence of Vendor's compliance, and evidence of Vendor's subcontractor's compliance with this condition of the Contract.

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

Payment requests under the Contract shall be deliverables-based. Upon Vendor's completion of one or more deliverables, and RRC's acceptance thereof, Vendor shall submit a properly prepared, itemized invoice accompanied by all additional documents required by Contract, as a Contract progress payment equal to **90%** of the value the invoiced deliverable(s) completed by Vendor and accepted by RRC.

Final Payments

Upon Vendor's completion of all final, not previously invoiced, deliverables, RRC's acceptance thereof. Vendor shall submit a properly prepared invoice as Vendor's request for final payment under the Contract. Upon Vendor's submittal of a properly prepared, itemized invoice accompanied by all additional documents required by Contract, final payment may be made by RRC in accordance with Texas Government Code Chapter 2251. Vendor's final payment request shall reflect value for 100% of the value of work performed by Vendor and accepted by RRC, but not previously invoiced by Vendor, and shall include invoicing for all retainage previously withheld under the Contract. Vendor's final payment invoice and additional documents required by the Contract shall be provided. Within three (3) business days of receipt of payment, Vendor must provide a notarized and completed "Final Payment Affidavit"

4.8.26. HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report.

Pursuant to 34 Texas Administrative Code §20.285(f)(1), as a condition of payment, a prime contract must maintain business records documenting compliance with the HUB subcontracting plan and must submit a compliance report to the state contracting agency each month. Therefore, as a condition of payment under the Contract, from start date of Contract through completion date of Contract, a prime Contractor (Vendor) awarded a Contract arising from this SOW must monthly submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report prior to RRC's approval of payment under the Contract. Monthly Progress Assessment Reports must be submitted to hub@rrc.texas.gov.

4.8.27. Non-Reimbursable Items

RRC will not reimburse for travel, meals, lodging, or other related expenses unless specifically provided for under the Contract and approved in writing by an authorized RRC representative. In such an event costs will be invoiced to RRC based on actual expenses, and RRC shall not be liable for reimbursement of expenses that: (i) were not preapproved in writing by RRC; and (ii) exceed the current State Travel Regulations. Vendors are required to provide receipts to validate invoicing. State Travel Reimbursement Rates may be found at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>.

4.8.28. No Prepayments

RRC will not prepay for any services provided to RRC by Vendor in performance of services or work under the Contract. RRC shall not make down payments, deposits, pay advances, advance deposits, or any other payments that are not made specifically for properly documented completed services approved for payment by and satisfactorily provided to RRC.

4.8.29. Refunds

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

4.8.30. Personal Injury, Property Damage

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

4.8.31. Insurance Requirements

Time is of the essence. Vendor shall submit to RRC a complete, current, certificate of insurance not later than ten (10) calendar days after RRC's issuance of written Notice of

Intent to Award. Vendor's certificate of insurance shall be fully compliant with all terms and conditions of the Contract. Vendor shall maintain required insurance coverages in accordance with the terms and conditions of the Contract throughout the entire Contract term (including warranty, if applicable.) Vendor shall not proceed with any work under the Contract without RRC's approval of certificate of insurance.

All insurance policies for required coverage must be issued by companies authorized to do business in, and under the laws of, the State of Texas.

Certificates of insurance shall specify and/or set forth the following:

- RRC as certificate holder with correct mailing address;
- Insured's name which must match Vendor's legal name on and within this Contract;
- Insurance company(ies) affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of the insurance company(ies);
- Producer of the certificate of insurance with correct address and phone number listed;
- Additional insured status as required herein;
- Amount of any deductibles and/or retentions;
- A 30 day Notice of Cancellation, non-renewal, or reduction in coverage;
- Contractual liability coverages as required herein;
- Primary and non-contributing endorsement. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to RRC, with RRC's insurance being excess, secondary, and non-contributing;
- Waiver of Subrogation endorsement; and
- Listing of all exclusions and limitations added by endorsement to general liability coverage; however, no endorsements shall restrict, limit, or exclude in any manner whatsoever, coverage required.

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

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

Minimum Contractually Required Insurance Types and Coverage

Table 6. Minimum Contractually Required Insurance Types & Coverage

Insurance Type	Each Occurrence/Aggregate
<u>Workers' Compensation</u>	Within statutory limits/Texas Workers' Compensation Act.
<u>Employer's Liability</u> Bodily Injury by Accident Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
<u>Commercial General Liability</u> Includes liability arising out of all locations and operations of Vendor, including but not limited to liability assumed under this Contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limits of liability.	<u>Bodily Injury and Property Damage</u> \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit \$2,000,000 Product-Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$5,000 Medical Expense each person
<u>Automobile Liability</u> Must include liability arising out of any auto and be on business auto form.	\$1,000,000 Combined Single Limit (for each accident)
<u>Professional Liability</u> Errors and Omissions Liability policy	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit
<u>Cyber Liability</u> Including first and third party coverages: loss or damage to electronic data, extra expenses incurred to avoid or minimize RRC system shutdown or failure, notification costs, network security liability, network privacy liability, crime coverage (computer fraud, funds transfer fraud, cyber terrorism).	\$5,000,000 Each Occurrence \$10,000,000 Aggregate

4.8.32. Termination or Cancellation for Cause.**Breach of Material Term**

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

No additional charges or fees will be assessed to RRC for the termination or cancellation. Upon termination or cancellation under this provision, Vendor shall refund to RRC any amounts attributable to the terminated or canceled months within thirty (30) calendar days of the termination or cancellation.

Vendor Nonperformance

If Vendor defaults on the Contract after award has been made, RRC reserves the right to cancel the Contract without notice and either reissue the SOW or award the Contract to the next qualified, responsive and responsible Vendor offering the best value to the state as determined by RRC. In such event, the defaulting Vendor will not be considered for award for any Contract arising under the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or 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.

Availability of State Funds, Legislative Action, Necessity of Performance

The Contract is subject to termination or cancellation, without penalty to RRC, in either whole or in part, subject to the availability of state funds. RRC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If RRC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either RRC's or Vendor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or canceled and be deemed null and void. In the event of a termination or cancellation under this Part, RRC will not be liable to Vendor for any damages which are caused or associated with such termination or cancellation, and RRC will not be required to give prior notice.

Implementation of Termination

Vendor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by RRC to preserve the work in progress. In the event of termination by RRC, RRC shall pay Vendor for all work satisfactorily performed up to the effective date of termination.

Miscellaneous Termination Provisions

Notice of Termination or Cancellation Delivery

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

4.8.33. Independent Vendor

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

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

4.8.34. Force Majeure

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

4.8.35. Dispute Resolution

Disputes arising under the Contract shall be resolved in accordance with the dispute resolution process provided in Texas Government Code Chapter 2260 and in accordance with 16 Texas Administrative Code Chapter 20, Subchapter A, Division 2.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies

Code. Neither the execution of the Contract by RRC nor any other conduct of any representative of RRC relating to the Contract shall be considered a waiver of sovereign immunity to suit.

4.8.36. Compliance with Other Laws

Vendor shall comply with all laws, regulations, requirements and guidelines applicable to any vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. RRC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the Contract to incorporate any modifications necessary for RRC's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

4.8.37. Permits, Licenses, Certifications

Vendor shall obtain and maintain all permits, licenses, or other authorizations as may be required for performance of the work under the Contract. Upon request by RRC, Vendor shall furnish to RRC certified copies of required permits, licenses, or other required authorizations. Vendor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Vendor shall be responsible for payment of any such government obligations not paid by Vendor's subcontractors during performance of the Contract.

4.8.38. No Waiver

Failure of either party to require performance by another party under the Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the contract will not be construed as a waiver of any continuing or successive breach.

4.8.39. Public Disclosure

Vendor shall not use RRC's name, logo, or other likeness in any press release, marketing material, or other announcement; no public disclosures or news releases pertaining to the SOW or any resulting Contract shall be made without prior written approval of RRC. RRC does not, and shall not, endorse any Vendor, commodity, or service. Without obtaining RRC's prior written consent, Vendor shall not, and is not authorized to, make or participate in any media releases or public announcements pertaining to the SOW, a contract arising from this SOW, Vendor's Response, or the services to which they relate.

4.8.40. Entire Contract and Modification

The Contract and its integrated attachment(s) constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Unless an integrated attachment to the SOW and Contract expressly states a mutual intent to amend a specific article, section, item, term, or condition of the SOW and/or Contract, general conflicts in language between any attachment and the SOW and Contract shall be construed in

favor of the terms and conditions of the SOW and Contract. Unless expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to the SOW and Contract shall be binding upon the parties unless the same is in writing and signed by all Parties through an authorized representative of each Party with authority to bind the Party to the Contract.

4.8.41. Vendor's Statements and Covenants Required

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

4.8.42. Electrical Items

All electrical items (if required under the Contract) must meet all applicable OSHA standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

4.8.43. Secure Erasure of Data

All equipment provided to RRC by Vendor that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC Chapter 202.

4.8.44. Prohibited Use of State Property

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

- State Property includes, but is not limited to, RRC's office space, identification badges, RRC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any RRC issued software, and the RRC Virtual Private Network (VPN client), and any other resources of RRC.
- Vendor shall not remove State Property from the United States.

- Vendor may not use any computing device to access Agency's network or e-mail while outside of the United States. Vendor shall not perform any maintenance services on State Property unless the contract expressly authorizes such services. During the time that State Property is in the possession of Vendor, Vendor shall be responsible for (i) all repair and replacement charges incurred by Agency that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Vendor's use of State Property that exceeds the contract scope. Vendor shall fully reimburse such charges to Agency within ten (10) calendar days of Vendor's receipt of Agency's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Agency under contract, at law, or in equity.

4.8.45. Vendor Identification of Key Personnel

Prior to start of any work required under the Contract, Vendor must receive written approval of Vendor's list of all Vendor's personnel, including subcontractors, who shall be assigned to RRC's project in a project management or operations management role and/or such other assignments to critical project activities and/or segments ("Key Personnel Roles"). Vendor's list shall include, at a minimum, identification of Vendor's senior project staff within the following types of roles: Project Manager, Project Technical Architect, Project Technical Director, Project Business Analyst, Project Quality Assurance Manager, Project Contract Manager.

Upon receipt of written approval of Vendor's list under this article, Vendor shall not reassign, transfer, or delegate any Key Personnel Roles, responsibilities, tasks or duties under the Contract, throughout the life of the Contract, without prior written consent of RRC.

Vendor shall be solely responsible for ensuring, throughout Contract Term, that Vendor's personnel, including subcontractors, that are assigned to a Key Personnel Role, shall meet all minimum qualifications, certifications, licenses, and experience required by the SOW and Contract Documents.

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

PART 5: **Attachments**

Attachment 1	Alternative Fuel Safety Modernization
Attachment 2	Environmental Permitting Modernization
Attachment 3	Future Workorder Possibilities
Attachment 4	Vendor's Statements and Covenants
Attachment 5	Vendor Information Security Agreement
Attachment 6	Pricing Worksheet
Attachment 7	Sample Contract
Attachment 8	Work Order Process
Attachment 9	Change Management Process

ATTACHMENT 1
ALTERNATIVE FUELS SAFETY MODERNIZATION

PART 1: Alternative Fuels Division – Online Filing System Requirements.

Below are some of the High-Level requirements for Alternative Fuels Safety department (AFS). In-depth details can be found below the high-level overview. Further analysis will be needed to fully understand and implement the requirements in this document.

1.1. Online Filing System Requirements

The system needs to have a public portal that will:

- allow external users to complete and track applications and forms, including uploading applicable documents
- allow external users to view expiration and due dates
- allow external public users to search for licensed companies and exempt registrations
- be able to process completed forms through a workflow for internal users
 - Internal users will verify submitted data and uploaded documents.
 - Once verified the user will approve data and documents, if applicable.
 - Once approved the system will generate status updates and any required documents and/or notifications.
- allow integration with the RRC single sign on system, known as RAMP, to grant access for external users.
 - External users providing responses to non-compliance notices, should not be required to sign-in.
- allow integration with third party vendors providing online exam proctoring
- allow integration with existing Salesforce Payment Portal for processing form fees.
 - The AFS payment modules are different than what is currently in place, so further exploration will be needed.

1.1.1. Reports, Documents, and Notices

The system needs to be able to:

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

1.1.2. Licensing

The system needs to be able to process LPG, CNG and LNG license applications through a public portal. External users need to be able to apply for a new license and license renewal, including submitting documents, and track the status of applications. Internal users will need to be able track, manage, and edit the following:

- New application for licensing
- Company representative
- License renewals
- Truck registrations
- Outlets
- Insurance, including self-insurance
- Tank documentation
- Secretary of State filings
- Comptroller of Public Account filings
- Verify proper payment of applications, renewals, and trucks.
- Issue License Certificate after validation of rules criteria
- Provide deficiency notice if validation fails

1.1.3. Container Manufacturer Registrations

The system needs to be able to process LPG, CNG and LNG applications for container manufacturer registrations through a public portal. External users need to be able to apply for a new manufacturer registration and registration renewal, including submitting documents, and track the status of applications. Internal users will need to be able track, manage, and edit the following:

- New application for container manufacturer registration
- Container manufacturer registration renewals
- Insurance
- Tank documentation
- Secretary of State filings
- Comptroller of Public Account filings
- Verify proper payment of applications and renewals.
- Issue Registration Certificate after validation of rules criteria
- Provide deficiency notice if validation fails

1.1.4. Certifications

The system needs to be able to process certification examination application and results, reciprocal exemptions and PERC exemptions. External users need to be able to complete applications for examination and reciprocal agreement applications through a public portal. Internal users will need to be able track, manage, and edit the following:

- Applications for certification
- Examination results from RRC administered examinations
- Bridge online exam results from third party vendors
- Reciprocal exemption applications, including the ability to upload documents
- Certification Renewals, which include reciprocal and PERC exemptions
- Issue Certification Cards after validation of rules criteria
- Transfer an Employee to new company
- Verify proper payment of applications and transfers
- Creation of multiple exams based on fuel type and certification, includes versioning of exams and cycling of questions

1.1.5. LPG Training

The system needs to be able to track training and alert/flag external users for training due, through a public portal, including:

- Integration with existing RRC Enterprise Event Management System that registers users to classes.
- Associate training records with examination records and certification renewals
- Generate reports on different training items.
- Track RRC Outside Instructors, including training they conduct.
- Process CETP continuing education credits, including the ability to upload documents

1.1.6. Exemptions

The system needs to be able to process LPG and CNG exempt registrations through a public portal. External users need to be able to apply for a new exempt registration, including submitting documents, and track the status of applications. Internal users will need to be able to track, manage, and edit the following:

- New applications for exemption registration
- Exempt registration renewals
- Verify proper payment of exemptions registrations.

1.1.7. New Installations

The system needs to be able to process applications for new alternative fuel installations, including completions reports, applications for large installations and application for mobile installations through a public portal. External users need to be able to submit applications, including uploading documents, and track the status of applications and for sites where they are listed as an installer. Internal users will need to be able track, manage, and edit the following:

- Create/update and track sites, for alternative fuel stationary installations, based on completion reports submitted, through a public portal,
 - Including generating GPS coordinates
- Create/update and track applications submitted for large capacity alternative fuel stationary installations, including GPS coordinates.
- Create/update and track sites based on notices submitted for alternative fuel mobile installations through a public portal.
- Verify proper payment of applications.

1.1.8. Transfer Existing Installations

The system needs to be able to process transfers for existing bulk storage and service station installations from one licensee to another. External users need to be able to submit and track the status of applications. Internal users will need to be able to track, manage and edit the following:

- Verify the site information submitted.
- Update the site owner for existing alternative fuel sites.

1.1.9. Inspections

The system needs to be able to process completed inspections. All external users need to be allowed to view inspection data, through a public portal without signing in. Facility owners/operator need to be allowed to view inspection data and documents and submit responses to letters/notices, including uploading documents, through a public portal without signing in. Also, licensees need to be allowed to view inspection data and documents where they are listed as an installer or supplier and submit responses to letters/notices, including uploading documents, through a public portal requiring sign-in. Internal users will need to be able track, manage, and edit the following:

- Create records from inspections performed on stationary and mobile sites (installations and equipment)
- Track inspections conducted in the field, including inspector, inspection date, travel and inspection time, site information, and non-compliance items.
- Identify AFS Districts based on site information

- Create annual inspection schedule based on installation type-based intervals and installation location district.
 - PDF version
 - digital tracking/workflow
 - Includes sites created from new installation applications.
- Approve inspections through a workflow process
- Flag inspections based on non-compliance items cited for further processing
- Start an enforcement action based on a completed inspection
 - Bridge with the RRC enforcement tracking system
- Generate letters and/or send notices to facility operators/installers/suppliers based on non-compliance items cited on inspections
- Process responses from facility operators/installers/suppliers, regarding letters/notices
- Generate follow-up letters/notices if a response to a non-compliance notice is not received by the deadline, removing installation/equipment from service.

1.1.10. Accidents

The system needs to process accidents involving alternative fuel stationary and mobile installations. External users need to be able to submit report of incident/accident forms and responses through a public portal. Internal users will need to be able track, manage, and edit the following:

- accident information, including creating accident records
- routing accident investigations
- completed accident investigations/inspections
- verification of submitted incident/accident forms
- generate letters/notices for accidents

1.1.11. Complaints

The system needs to process complaints involving alternative fuel stationary and mobile installations. External users need to be able to submit a report of rule violation forms and responses through a public portal. Internal users will need to be able track, manage, and edit the following:

- complaint information, including creating complaint records
- routing complaint investigations
- completed accident investigations/inspections
- generate letters/notices for accidents

- allow submission of forms from external users without requiring them to sign-in

PART 2: Current AFS Licensing Process

2.1.1. Rules and Statutes

Table 1: Table of Rules and Statutes

Requirement	LPG		CNG	LNG	CNG/LNG
	TAC	TNRC	TAC	TAC	TNRC
Authority to regulate fuel		113.003, 113.011 & 113.051			116.002, 116.011 & 116.012
License categories, container manufacturer registration and fees	9.6	113.082 & 113.084	13.61	14.2013	116.031
Application for licenses, manufacturer registration and renewals	9.7	113.081, 113.0815, 113.089, 113.091, 113.092, 113.093, 113.095, & 113.096	13.61	14.2014	116.032, 116.033, & 116.035
Ultimate consumer	9.7	113.131	13.61	14.2014	
Outlets	9.7		13.61	14.2014	
New certification requirements and application	9.8	113.087	13.70	14.2019	116.034
Certification and exemption renewal	9.9		13.70	14.2019	
Rules examination	9.10	113.087 & 113.088	13.70	14.2019	116.034
Certified employee transfer	9.11		13.73	14.2020	
Trainees	9.12	113.087	13.70	14.2019	
Exempt registrations	9.13	113.087	13.70		116.0345
PERC registrations	Pending	113.0955			
Military fee exemption	9.14	Note: Occupations Code 55.009	13.76	14.2015	Note: Occupations Code 55.009
Company representative and Operation Supervisors	9.17	113.087	13.72	14.2025	
Reciprocal agreements	9.18	113.095			
Franchise tax and assumed name certificates	9.21		13.75	14.2028	
Changes in ownership/entity	9.22		13.67	14.2029	
Insurance, including self-insurance	9.26	113.097, 113.098 & 113.099	13.62, 13.63	14.2031 & 14.2034	116.036

Requirement	LPG		CNG	LNG	CNG/LNG
	TAC	TNRC	TAC	TAC	TNRC
			& 13.64		
Exception to a safety rule	9.27		13.35	14.2052	
Reporting an incident/accident	9.36		13.36	14.2049	
Reporting an unsafe activity (rule violation)	9.38		Pending		
General requirements for LPG training and continuing education (CE)	9.51	113.087 & 113.088			
Training and CE courses	9.52	113.087 & 113.088			
Outside Instructors	9.54				
New stationary installation	9.101	113.090	13.25	14.2040 & 14.2043	
Notice of stationary installation	9.102		13.26	14.2041	
Objections to proposed stationary installation	9.103		13.26	14.2041	
Inspection of stationary installation	9.109	113.233, 113.234, 113.235 & 113.236	13.25	14.2042	116.015
Stationary container testing	9.115 & 9.208			14.2104 & 14.2707	
Truck registration	9.202	113.131	13.69	14.2704	116.072
Truck decal replacement	9.202		13.69	14.2705	
New mobile installation	9.203	113.090	13.24	14.2046	
Truck testing	9.208	Not TNRC, CFR 180.407	13.69	14.2707	Not TNRC, US DOT special permit & CFR 180.407
Notice of non-compliance item during inspection		113.161			

2.1.2. Processes

The Railroad Commission's AFS department administers and enforces Texas' laws concerning the handling, storage, and transportation of liquefied petroleum gas (LPG, LP-Gas, propane), compressed natural gas (CNG) and liquefied natural gas (LNG). AFS licenses LPG, CNG and LNG companies, certifies by examination and provides training for individuals who perform regulated activities, registers plumbers and contractors who qualify for exemptions from Railroad Commission licensing and examination requirements, permits new stationary

installations, conducts safety inspections of mobile equipment and stationary facilities, processes notices of non-compliance with state statutes and Railroad Commission safety regulations and investigates accidents and complaints involving alternative fuels.

The AFS business programs mentioned above involve annual manual data entry processing of many thousands of applications, payments, and related documents. Records are kept in an Oracle application called the LP-Gas Information System (LIS).

Payments associated with these processes are partially automated through the Commission's online payment portal and recorded in the Commission's Remittance Management System (RMS).

2.2. Licensing – Application for License

All persons performing regulated LPG, CNG or LNG activities must be properly licensed per rule and statute. A prospective licensee may apply to AFS, for one or more licenses specified by rule. Fees required to be paid shall be those established by the Commission and in effect at the time of licensing or renewal. See the Rules and Statutes table above in this document for details.

2.2.1. New License – Application General Review

The process begins when an application for license (Form 1, 1001, or 2001) is received. Once AFS receives an application for license, the AFS Licensing Specialist verifies the information on the application prior to processing. This includes verifying the following information:

- Fuel type. The form submitted (LPG Form 1, CNG Form 1001 or LNG Form 2001) indicates the fuel type.
- New or renewal. The applicant must select if the application is being submitted for a new license or license renewal. Applications for a new license will follow this process.
- Applicant's company name and dbas (do business as). The applicant must list their official company name and all dbas used by the applicant.
 - Each DBA will need an assumed name filing, which are obtained through the Secretary of State or county clerk's office based on entity type.
- Name of Contact Person. The applicant must list the individual who will receive correspondence from the Commission. This person does not have to be certified or provide an SSN.
- Applicant's telephone number. The applicant must list their telephone number that will be in use during regular business hours.
- Applicant's fax number. The applicant may list their fax number. Optional.
- Applicant's mailing address. The applicant must list the official address where all correspondence regarding their license will be sent.
 - This address is also used for correspondence regarding certification renewals, non-compliance letters, etc.

- Applicant's physical address. The applicant may list the physical location of their first outlet.
 - If this is the same as the mailing address, or if the applicant does not have a physical outlet, then the address is not required.
- Applicant's email address. The applicant may provide their email address. Currently optional.
- Applicant's 24-hour number. The applicant must provide their 24-hour emergency contact phone number.
 - License Category P applicants are not required to provide a 24-hour emergency number.
- Applicant's entity type. The applicant must select one and only one option: Sole Proprietor, Partnership, Corporation, or Limited Liability Company.
 - If the applicant's entity is a limited partnership, registered limited liability partnership, corporation or limited liability company, they must be registered with the Secretary of State (SOS).
 - The applicant must attest they are registered with SOS and authorized to do business in Texas, if applicable. (They should select "Yes")
- SOS. If the applicant is a limited partnership, registered limited liability partnership, corporation, or limited liability company, then the applicant must be registered with the SOS.
 - They must select "Yes" regarding SOS registrations and that they are authorized to do business in Texas.
 - If yes, they must submit a copy of their Certificate of Filing letter from the SOS.
 - If they have submitted a copy of an Assumed Name Filing from the SOS (not County), then a separate Certificate of Filing letter is not required.
- Franchise tax/certificate of account. If the applicant is a corporation, limited partnership, or limited liability company, then the applicant must provide a copy of their current Certificate of Account (Franchise Tax) from the CPA.
 - The applicant must provide their Texas Taxpayer ID and/or Charter Number, if applicable.
- Company leadership. The applicant must list their owner, partners, or officers. A sole proprietor must have one and only one individual listed as owner. A partnership must have a minimum of two individuals listed as partners; they may have more than two. Corporations and Limited Liability Companies must have a minimum of one officer; they may have more than one officer.

- **Category of License.** The applicant must select a minimum of one license category under which the company will conduct LPG/CNG/LNG related activities; They may select more than one license category. The license categories listed are based on fuel type.
 - A company must apply for a separate license if performing activities with more than one alternative fuel type.
- **Company Representatives.** The applicant must list a minimum of one company representative; they may have more than one company representative.
 - Company Representatives are individuals who are responsible for the LPG/CNG/LNG related activities that the company performs.
 - Individuals may be the company representative for more than one license.
 - A licensee may add, remove or change company representatives at any time.
 - Each company representative listed must have the appropriate management-level certificate and meet certification renewal requirements to issue a license.
 - If the application is for an LPG license, the company representative must have attended all required training and continuing education classes, if applicable.
 - The certification and training requirements are based on the license category(ies) selected. If more than one category of license is selected a combination of company representatives can be used to pass validation.
- **Outlets.** The applicant must select “Yes” or “No” regarding operating one or more outlets. If the applicant will have one or more outlets performing alternative fuel activities, then a Form 1A/1001A/2001A must be submitted. See section 3.5 Outlets for details.
- **Trucks.** The applicant must select “Yes” or “No” regarding operating one or more delivery units. If the applicant will operate one or more alternative fuel delivery units, then a Form 7/1007/ must be submitted. See Trucks section 3.6.1 for details.
- **Ownership transfer of existing installations.** The applicant must select “Yes” or “No” regarding the ownership transfer of existing installations. If the applicant has ownership of one or more bulk storage or service station installation at the time of application, then a Form 19/1019/2019 must be submitted. See Ownership transfer section 3.13 for details.
 - On new license applications this is often misread, and a form will be submitted even when not necessary. If this question is marked as “Yes” the license should NOT be held-up because the form has not been submitted, unless the category listed on the application is LPG category E.
- **Tank Documentation.** The applicant must select “Yes” or “No” regarding applying for specific license categories. See Tank Documentation section 3.8.1 for details.

- If applying for a category A, A1, A2, 1, 1A, 1B, or 15 license then the applicant must submit a copy of their current ASME certificate of authorization and/or DOT authorization.
- If applying for a category B, O, 1, 4, 20 or 50 license, then the applicant must submit a Form 505/1505/2505.
- **Change in Entity.** The applicant must select “Yes” or “No” regarding a change in business entity. This is only applicable for an existing licensee. If an existing licensee selects “Yes”, then they are required to apply for a new license.
- **Insurance.** The applicant must provide proof of proper insurance. Insurance requirements are based on the license category and are detailed further in this document. The applicant may submit one or more of the following:
 - Acord 25 form
 - Form 995/1995/2995
 - Form 996B/1996B/2996B
 - Form 997B/1997B/2997B
 - Form 998B/1998B/2998B
 - Form 1027/2027
 - Form 28/1028/2028
 - Form 28A
 - Other form approved by Texas Department of Insurance
- **Signature and Date.** The applicant must provide the company name in the signature block.
 - One of the individuals listed on the Form 1/1001/2001 must sign and date the application.
 - The signer must provide their printed name and title and date the application was signed.
 - By signing, the person agrees to the legal certifications listed on the application.
 - Individuals are allowed to electronically sign the fill-in version of the application.
- **Fee.** The applicant must submit the new license fee required by rule. The fee is determined by the license category(ies) selected. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.

- Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed application/documentation.
- The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their application.
- License application fees are waived for companies that has one or more leaders (owner, partner, officer, etc.) with a military fee exemption. A military fee exemption letter must accompany the application for the fee to be waived.
- Category E License Applications. If applying for a category E license, then the Licensing Specialist must have management approval before processing the application. If the applicant is registering trucks or transferring ownership of an existing installation, then an inspection of each unit and/or installation must be conducted prior to issuing the license.
- Ultimate Consumers. Ultimate consumers are a special “category” of license. They are companies that are transporting alternative fuels for their own use.
 - An employee of the company must transport the fuel using a bobtail that has been registered to their company.
 - Ultimate consumers must pay the truck registration fee for each unit registered.
 - The driver must meet certification, training, and continuing education requirements to operate the bobtail.
 - The fuel must be transported to their facility and the fuel must be consumed on premises.
 - Ultimate consumers submit an application for license, and the application is processed the same; however:
 - there is no license fee associated with this “category” and
 - there is no company representative requirement
- Returned Applications. If certain items are incomplete or missing, such as license category, the application cannot be processed and must be returned. If the application is illegible, it must also be returned.

2.3. New License – Application Process

After the “application general review”, the AFS Licensing Specialist processes the application in LIS by performing the following steps:

2.3.1. Verify the application is for a new license by querying for an existing record.

2.3.2. The information submitted on the application for license is entered in LIS.

- Some fields are text, and some have a list of values (LOV) to choose from.
- Most fields are required, some are optional.
- The license category LOV is generated based on the fuel type, which must be selected first.
- Individuals listed as the contact person, company leadership, and/or company representative may need to have a record created.
- When the record is saved a Company ID is generated.
- The application received date is also entered.

2.3.3. Process the payment.

- Payments received have a register number from RMS.
- The payment register number is entered in LIS.
 - through a bridge with RMS, the payment information is populated in LIS
 - the AFS Licensing Specialist saves the record, and a Payment Control Number (PCN) is generated.
- The PCN is noted on the application and entered in the PCN field.
- See Payments section for details.

2.3.4. Fields used in the validation process to issue the license:

- Fuel type.
- Status.
 - The status for new applications for license is pending.
- Company Name
- Dbas
- Contact person
- Telephone number
- Mailing address
- Physical address
 - Not currently validated in LIS. If a PO Box is listed as the mailing address and a physical address is not provided, then a manual letter must be sent regarding the deficiency.
- 24-hour emergency contact number

- Entity type, which is used to determine validation criteria for other fields.
- Registered with the SOS
 - Not currently validated in LIS. If applicant is required to be registered and indicates “No”, then a manual letter must be sent regarding the deficiency.
- Franchise tax.
 - The entity type determines if the applicant is subject to Texas franchise tax requirements. Currently the AFS Licensing Specialist must indicate exempt or subject to for validation.
- Texas Taxpayer ID
- Owner/Partners/Officer(s)
- License category(ies)/Ultimate consumer
- Company representative(s)
- Application signature

2.3.5. Additional documentation submitted is verified and indicated as received.

- If the applicant listed one or more dbas, verify one or more assumed name certificates have been submitted.
 - The certificate must list the applicant’s company name and the dba.
 - The certificate may list more than one dba.
 - All dbas on the application for license must be listed on a certificate.
 - The assumed name certificate may be from the SOS or the respective county clerk’s office.
 - For each dba, if the certificate is valid then update LIS to indicate the SOS filing is received.
- If the applicant is a limited partnership, registered limited liability partnership, corporation or limited liability company, verify the applicant has submitted a copy of their SOS certificate of filing.
 - Not currently validated in LIS. If applicant fails to submit a copy of their SOS certificate of filing, then a manual letter must be sent regarding the deficiency, if applicable.
- If the applicant is a corporation, limited partnership or limited liability company, verify the applicant has submitted a copy of their current certificate of account status from the Comptroller of Public Accounts.

- Not currently validated in LIS. If applicant is required to submit the certificate of account status and does not, it is selected that the company is subject to franchise tax requirements and the taxpayer ID field is left blank to generate a deficiency.
- If the applicant selected license category A, A1, A2, 1, 1A, 1B, or 15 then ASME and/or DOT authorizations are required. Each authorization submitted is verified. See Licensing – Tank Documentation/Testing Procedures Certification section for details.

2.3.6. Forms submitted with application for license. Required forms are verified and processed accordingly.

- Form 1A/1001A/2001A.
 - If the applicant indicates they have an outlet, then they must submit Form 1A/1001A/2001A. See Licensing – Outlets section for details.
- Form 7/1007/2007.
 - If the applicant indicates they will operate any trucks, then they must submit Form 7/1007/2007. See Licensing – Truck Requirements section for details.
- Form 19/1019/2019.
 - If the applicant indicates they will operate a storage or service station they are transferring from another licensee, then they must submit Form 19/1019/2019. See Ownership transfer of existing storage/ service station section for details.
- Form 505/1505/2505.
 - If the applicant selected license category B, O, 1, 4, 20 or 50, then they must submit Form 505/1505/2505. See Licensing – Tank Documentation/Testing Procedures Certification section for details.
- Insurance.
 - All applicants must submit proof of insurance coverage. Coverage can be an insurance policy, self-insurance form(s) or a statement in lieu of insurance form. See Licensing/Registration – Insurance section for details.

2.4. **New License – Application Validation**

LIS checks for validation of data entered during the New License – Application Process.

2.4.1. If the check determines all items meet validation requirements:

- the license number is auto populated in sequential order
- the application status is changed to active
- the activation date and expiration dates are auto populated
 - The activation date is the date the license is issued.

- The expiration date is calculated to be in one year on the last day of the month previous to the month the license was issued. (I.e. Issued 10/28/2021, expires 9/30/2022.)
- a cover letter and license certificate are generated as PDFs
- the letter and certificate are printed.
 - Special paper with the RRC seal is used to print license certificates.
 - A copy of the cover letter is made to keep with the license application.
- the original letter and certificate are mailed to the licensee (previously applicant)
- if the licensee submitted Form 7/1007/2007 then follow the process in section Licensing – Truck Registrations, so that any decals issued can be mailed with the cover letter and certificate.

2.4.2. If the check determines any items failed validation requirements:

- a deficiency letter will be generated as a PDF listing all items that failed validation
- the application, LIS data and submitted forms/documents are reviewed to verify all deficiencies listed are correct.
- once the deficiency letter is correct, it is printed
- a copy of the deficiency letter is made to keep with the license application
- the original letter is mailed to the applicant

2.5. Licensing – Outlets

Each physical location where a licensee performs regulated LPG, CNG or LNG activities must be listed with their license per rule. See the Rules and Statutes table above in this document for details.

2.5.1. Outlets – Form General Review

The process begins when an Outlet List form (Form 1A, 1001A, or 2001A) is received. The form may be submitted alone or with an application for license (new or renewal). Multiple outlets can be listed on the form. Once AFS receives the form, the AFS Licensing Specialist verifies the information on the form prior to processing.

- Company name. The name listed must match the licensee's company name listed on Form 1/1001/2001.
- License number. The license number for the company submitting the form. For new license applications this will be blank.
 - If a license number is not listed, the AFS Licensing Specialist will determine if the form is for a new license by querying for an existing record.
- Name of outlet. The name used by the licensee to conduct business at this location.

- The name listed must be the company name or a dba listed on Form 1/1001.2001.
- If the name listed is not currently a dba of the licensee, the name will be added as a dba and the licensee must submit the required assumed name filing from the SOS or county clerk's office, depending on entity type.
- Physical address of outlet. The location of the licensee's outlet including address, city, county, and zip. (All outlets will be located in Texas.)
- Branch (Outlet) phone number. The phone number associated with the licensee's outlet
- Operation supervisor. The licensee must list an operations supervisor for each outlet.
 - Operation supervisors are individuals who are directly responsible for actively supervising the LPG/CNG/LNG related activities that the company performs at the outlet.
 - Each outlet can have more than one operations supervisor.
 - An individual may be the licensee's company representative and an operations supervisor.
 - An individual may an operations supervisor at more than one outlet.
 - A licensee may add, remove or change operations supervisors at any time.
 - Each operations supervisor listed must have the appropriate management-level certificate and meet certification renewal requirements per the licensee's category.
 - If the form is for an LPG licensee, the operations supervisor must have attended all required training and continuing education classes, if applicable.
 - The certification and training requirements are based on the license category(ies) selected. If the licensee has more than one category of license a combination of operations supervisors can be used to pass validation.
 - Operation supervisors are not required for category P outlets.
 - If the form is received at times other than a new license being issued or during a renewal, and the outlet supervisor listed is not properly qualified then a manual letter is sent to the applicant stating that the form cannot be accepted.
- Signature and Date. The form must be signed and dated.
 - In addition to signing the form, the signer must provide their printed name, telephone number and date the form was signed.
 - By signing, the person agrees to the legal certification listed on the form.
 - Individuals are allowed to electronically sign the fill-in version of the form.

- **Returned Forms.** If certain items are incomplete or missing, then a copy of the form is made for RRC records and the original is mailed back to the applicant with the missing information highlighted, along with the license deficiency letter.

2.5.2. Outlets – Form Process

After the “form general review”, the AFS Licensing Specialist processes the form in LIS by performing the following steps:

- The information submitted on the Outlet List form is entered in LIS.
 - Some fields are text, and some have a list of values (LOV) to choose from.
 - The license record is queried to establish the parent-child relationship between license and outlet.
 - The licensee outlets listed are reviewed to verify the outlet does not already exist.
 - If the outlet does exist, changes that need to be made per the form submitted are verified and the necessary updates are made.
 - If the outlet does not exist, an outlet record is created.
 - Individuals listed as the operation supervisor may need to have a record created.

2.5.3. Fields used in the validation process of the outlet:

- Branch (Outlet) name
- Operation Supervisor

2.6. Licensing – Truck Registration/Re-registration/Transfer

Each transport (truck/unit) used by a licensee or ultimate consumer for the transportation of LPG, CNG or LNG must be registered under the company operating the unit and the RRC issued decal is affixed to the unit per rule. A unit can include an LPG cargo tank or container delivery unit, CNG cargo tank or delivery unit, and LNG cargo tank or any DOT approved transport. Units are re-registered (registration renewal) annually, can be transferred from one company to another and may need the registration decal replaced. Fees required to be paid shall be those established by the Commission and in effect at the time of registration (new or renewal). See the Rules and Statutes table above in this document for details.

2.6.1. Trucks – Form General Review

The registration process begins when a Truck Registration/Re-registration/Transfer form (Form 7, 1007, or 2007) is received. The form may be submitted alone or with an application for license (new or renewal). More than one unit can be listed on the form. The decal replacement process begins when a Statement of Lost or Destroyed Decal form (Form 18B, 1018B or 2018B) is received. The form is often received alone.

Once AFS receives the form, the AFS Licensing Specialist verifies the information on the form prior to processing.

- The following information is confirmed on Form 7/1007/2007:
 - Fuel type. The form submitted (LPG Form 7, CNG Form 1007 or LNG Form 2007) indicates the fuel type.
 - Company name. The name listed must match the licensee/ultimate consumer's company name listed on Form 1/1001/2001 and/or a listed dba.
 - License number. The license number for the company submitting the form. For new licensee/ultimate consumer applications this will be blank.
 - If a license number is not listed, the AFS Licensing Specialist will determine if the form is for a new licensee/ultimate consumer by querying for an existing record.
 - If the licensee/ultimate consumer is not currently licensed, then the license must be issued prior to completing registration.
 - Truck information: The information on the unit being registered. Each unit listed on the application must list the following information:
 - Name of manufacturer. The company that manufactured the container on the unit.
 - Container serial number. The unique identifier determined by the container manufacturer. Different manufacturers can have the same serial number. For cylinder delivery units the trucks VIN number is provided.
 - Capacity.
 - For LPG and LNG units, the capacity of the container is measured in water gallons, which is determined by the container manufacturer.
 - For CNG units, the capacity of the container is measured in cubic feet, which is determined by the manufacturer.
 - Cylinder delivery units do not have a water capacity.
 - Working pressure. The container's designed working pressure according to the manufacturer. Cylinder delivery units do not have a working pressure.
 - Signature and Date. The licensee/ultimate consumer must sign and date the form.
 - In addition to signing the form, the signer must provide their printed name, telephone number and date the form was signed.
 - The company fax number can also be provided.

- By signing, the person agrees to the legal certification listed on the form.
- Individuals are allowed to electronically sign the fill-in version of the form.
- Fees. The licensee/ultimate consumer must submit the registration/re-registration/transfer fee required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.
 - Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.
 - The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The licensee/ultimate consumer must submit a copy of the online payment receipt with their form.
- Returned Forms. If certain items are incomplete or missing, then a copy of the form is made for RRC records and the original is mailed back to the licensee/ultimate consumer with the missing information highlighted, along with the truck deficiency letter.
- The following information is confirmed on Form 18B/1018B/2018B:
 - Fuel type. The form submitted (LPG Form 18B, CNG Form 1018B or LNG Form 2018B) indicates the fuel type.
 - Name of person completing statement: Printed name and title of person completing form.
 - Company name. The name listed must match the licensee/ultimate consumer's company name listed on Form 1/1001/2001 and/or a listed dba.
 - License number. The license number for the company submitting the form.
 - If a license number is not listed, the AFS Licensing Specialist will determine the licensee/ultimate consumer's license number by querying for an existing record.
 - If the licensee/ultimate consumer is not currently licensed, then the form is returned. The unit needs to be transferred to the new company; a replacement decal cannot be issued.
 - Decal number. The unique (RRC) number on the decal that was lost or destroyed.
 - Truck information: The information on the unit the decal was issued to.
 - Name of manufacturer.

- Container serial number.
- License Year. The date range the decal was issued for.
- Reason for replacement. The licensee/ultimate consumer must select if the decal was lost/stolen or destroyed. If destroyed the cause of destruction must be listed; unknown is an acceptable cause.
- Company contact information.
 - Company phone number.
 - Company fax number (optional).
 - State and County the form was signed in.
- Signature and Date. The licensee/ultimate consumer must sign and date the form.
 - By signing, the person agrees to the legal statement of the form.
 - Individuals are allowed to electronically sign the fill-in version of the form.
- Fees. The licensee/ultimate consumer must submit the registration/re-registration/transfer fee required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.
 - Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.
 - The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The licensee/ultimate consumer must submit a copy of the online payment receipt with their form.
- Returned Forms. If certain items are incomplete or missing, then a copy of the form is made for RRC records and the original is mailed back to the licensee/ultimate consumer with the missing information highlighted, along with the truck deficiency letter.

2.6.2. Trucks – Form Process

After the “form general review” and processing the payment, the AFS Licensing Specialist processes the form in LIS by performing the following steps:

- New truck registrations

- Required additional documentation submitted is verified and indicated as received. The information listed on the Truck Registration/Re-registration/Transfer form and additional documentation must match.
 - A copy of the container's manufacturer's data report must be submitted to register a new truck with a cargo tank. The data report is completed by the manufacturer and is considered the "birth certificate" of the container.
 - A copy of the container's US DOT certificate of compliance or special permit must be submitted to register a new truck with a cargo tank. The certificate of compliance or special permit indicates the specifications the cargo tank was built to.
 - If the manufacturer's data report and/or certificate of compliance are not submitted, then a manual letter is sent to the licensee/ultimate consumer and registration will not continue until received.
 - A copy of the most recent test required by US DOT must be submitted to register a new truck with a cargo tank.
 - For LPG and LNG containers a hydrostatic or pneumatic test is acceptable.
 - For CNG the test requirement is part of the special permit the tank container is built under.
 - The test results are submitted on a Form 8, 1008, or 2008, Manufacturers Report of Retest or Repair or equivalent form.
 - Container's manufactured within the previous 5 years are not required to submit the US DOT test documentation.
 - LPG containers meeting the US DOT 180.407 "SA-612" exemption and manufactured with the previous 10 years are not required to submit the US DOT test documentation.
- The information submitted on the Truck Registration/Re-registration/Transfer form and included in the additional documentation submitted is entered in LIS. Some fields are text, and some have a list of values (LOV) to choose from.
 - Each unit listed is reviewed to verify the truck record does not already exist.
 - If the truck record does exist, the truck record will be associated with the licensee in the next set of steps.

- If multiple companies are registering the same unit then a “duplicate” truck record is created to allow the unit to be registered to a second, third...company.
- If the truck record does not exist, a truck record is created in LIS, with the following fields:
 - Fuel type
 - Truck type
 - a. Bobtail – LPG/LNG cargo tank with a water capacity of 3,500 gallons or less
 - b. Transport – LPG/LNG cargo tank with a water capacity greater than 3,500 gallons.
 - c. Special
 - i. CNG cargo tank – built under US DOT special permits
 - ii. Cylinder delivery unit – either a truck and trailer combination or delivery (box) trucks.
 - Container manufacturer
 - Container serial number/VIN
 - Year the container/truck was built
 - Capacity
 - Pressure
 - DOT Specification/Special permit
- All information must be completed to save the record.
- If a copy of the US DOT required test is submitted the following information is entered in LIS based on the information listed on the test result form:
 - Type of test conducted
 - Test Date
 - Verification the test determined the container is safe to remain in service
- The truck record is attached to the company’s license record.

- The license record is queried to establish the parent-child relationship between license and truck.
- The truck record is queried
- The sequence number is entered.
- If the licensee is the primary operator of the unit, then Primary is selected.
- Process the payment.
 - The new truck registration fee is \$270.
 - Payments received have a register number from RMS.
 - The payment register number is entered in LIS.
 - through a bridge with RMS, the payment information is populated in LIS
 - the AFS Licensing Specialist saves the record, and a Payment Control Number (PCN) is generated.
 - The PCN is noted on the form.
 - See Payments section for details.
- The truck is registered to the licensee/ultimate consumer.
 - The license record is queried.
 - The truck record is selected
 - The PCN is entered
- Registration validation

Once the licensee/ultimate consumer's truck record is selected and the PCN has been entered validation occurs to issue a decal.

- Data validated to issue decal:
 - The license is active.
 - The licensee's auto insurance policy is current (not expired).
 - Manufacturer's data report (Not currently validated in LIS, manual letter sent.)

- DOT certificate of compliance. (Not currently validated in LIS, manual letter sent.)
- US DOT test, if applicable. (Based on the container's year built and last test date, if applicable.)
- Payment
- If all items pass validation, then the decal is issued.
 - The decal number is generated (sequential).
 - The decal issued date is populated.
 - The decal expiration date is populated. Decals expire with the license.
 - A decal issued letter is generated and two copies are printed. Multiple units can be listed on the letter, which includes:
 - Licensee/ultimate consumer name and mailing address
 - License number
 - License expiration date
 - Decal number
 - Container serial number
 - Container manufacturer
 - The decal letter and associated decal are mailed to the licensee/ultimate consumer.
- If any item fails validation, then a deficiency letter is generated listing all failed validations.

2.6.3. Truck registration renewals

Truck renewals can be received with a license renewal or alone. If received with a license renewal the license renewal must be processed first.

- Process any forms showing test results required by US DOT that are submitted.
 - Container's tested or manufactured within the previous 5 years are not required to submit the US DOT test documentation.

- LPG containers meeting the US DOT 180.407 “SA-612” exemption and tested or manufactured with the previous 10 years are not required to submit the US DOT test documentation.
- The following information is entered in LIS based on the information listed on the test result form:
 - Type of test conducted
 - Test Date
- Verification the test determined the container is safe to remain in service
- Process the payment.
 - The new truck registration fee is \$270.
 - Payments received have a register number from RMS.
 - The payment register number is entered in LIS.
 - through a bridge with RMS, the payment information is populated in LIS
 - the AFS Licensing Specialist saves the record, and a Payment Control Number (PCN) is generated.
 - The PCN is noted on the form.
 - See Payments section for details.
- The truck is registered to the licensee/ultimate consumer.
 - The license record is queried.
 - The truck record is selected
 - The PCN is entered
- Registration validation

Once the licensee/ultimate consumer’s truck record is selected and the PCN has been entered validation occurs to issue a decal.

- Data validated to issue decal:
 - The license is active.
 - The licensee’s auto insurance policy is current (not expired).
 - US DOT test, if applicable. (Based on the container’s year built and last test date, if applicable.)

- RRC inspection
 - LPG units are required to have an RRC inspection conducted every four years.
 - This inspection criteria is validated in LIS through inspection entered and is calculated four years from the date validation occurs.
 - The inspections conducted must be tied to the licensing truck record and site record.
 - CNG and LNG do not require inspections at this time; however, pending rule changes will have the same requirement for CNG and LNG units.
- Payment
- If all items pass validation, then the decal is issued.
 - The decal number is generated (sequential).
 - The decal issued date is populated.
 - The decal expiration date is populated. Decals expire with the license.
 - A decal issued letter is generated and two copies are printed. Multiple units can be listed on the letter, which includes:
 - Licensee/ultimate consumer name and mailing address
 - License number
 - License expiration date
 - Decal number
 - Container serial number
 - Container manufacturer
 - The decal letter and associated decal are mailed to the licensee/ultimate consumer.
- If any item fails validation, then a deficiency letter is generated listing all failed validations.
- When processing a truck renewal with a license renewal, deficiencies on trucks should be identified and a letter generated if the license renewal has deficiencies.

2.6.4. Truck transfers

Trucks can be transferred from one licensee/ultimate consumer to another and can be received with a license renewal or alone. If received with a license renewal the license renewal must be processed first. The form can be used to transfer multiple units.

- Determine that the truck is currently registered to a licensee/ultimate consumer.
 - A unit is currently registered if the form decal is current and the license the decal was issued under is still active.
 - If the unit is not currently registered to a licensee/ultimate consumer then the unit cannot be transferred. The unit can still be registered to the license/ultimate consumer if the full registration fee is paid (and not the transfer fee alone).
- Process any forms showing test results required by US DOT that are submitted.
 - Container's tested or manufactured within the previous 5 years are not required to submit the US DOT test documentation.
 - LPG containers meeting the US DOT 180.407 "SA-612" exemption and tested or manufactured with the previous 10 years are not required to submit the US DOT test documentation.
 - The following information is entered in LIS based on the information listed on the test result form:
 - Type of test conducted
 - Test Date
 - Verification the test determined the container is safe to remain in service
- Process the payment.
 - The truck transfer fee is \$100.
 - Payments received have a register number from RMS.
 - The payment register number is entered in LIS.
 - through a bridge with RMS, the payment information is populated in LIS
 - the AFS Licensing Specialist saves the record, and a Payment Control Number (PCN) is generated.
 - The PCN is noted on the form.
 - See Payments section for details.
- The truck is transferred to the licensee/ultimate consumer.

- The license record is queried.
- The truck record is selected
- The PCN is entered
- Transfer is indicated
- Registration validation

Once the licensee/ultimate consumer's truck record is selected, transfer is indicated and the PCN has been entered validation occurs to issue a decal.

- Data validated to issue decal:
 - The license is active.
 - The licensee's auto insurance policy is current (not expired).
 - US DOT test, if applicable. (Based on the container's year built and last test date, if applicable.)
 - RRC inspection
 - LPG units are required to have an RRC inspection conducted every four years.
 - This inspection criteria is validated in LIS through inspection entered and is calculated four years from the date validation occurs.
 - The inspections conducted must be tied to the licensing truck record and site record.
 - CNG and LNG do not require inspections at this time; however, pending rule changes will have the same requirement for CNG and LNG units.
 - Payment
- If all items pass validation, then the decal is issued.
 - The decal number is generated (sequential).
 - The decal issued date is populated.
 - The decal expiration date is populated. Decals expire with the license.
 - A decal issued letter is generated and two copies are printed. Multiple units can be listed on the letter, which includes:

- Licensee/ultimate consumer name and mailing address
- License number
- License expiration date
- Decal number
- Container serial number
- Container manufacturer
- The decal letter and associated decal are mailed to the licensee/ultimate consumer.
- If any item fails validation, then a deficiency letter is generated listing all failed validations.
 - When processing a truck transfer with a license renewal, deficiencies on trucks should be identified and a letter generated if the license renewal has deficiencies.

2.6.5. Replacement decals

Truck decals can be lost/stolen or destroyed. In these instances, the licensee/ultimate consumer can submit a statement of lost or destroyed decal to receive a replacement decal. The replacement decal will have a new decal number; they are not receiving a duplicate decal. These forms are generally received alone without any licensing paperwork.

- Process any forms showing test results required by US DOT that are submitted.
 - Container's tested or manufactured within the previous 5 years are not required to submit the US DOT test documentation.
 - LPG containers meeting the US DOT 180.407 "SA-612" exemption and tested or manufactured with the previous 10 years are not required to submit the US DOT test documentation.
 - The following information is entered in LIS based on the information listed on the test result form:
 - Type of test conducted
 - Test Date
 - Verification the test determined the container is safe to remain in service
- Process the payment.

- The decal replacement fee is \$50.
- Payments received have a register number from RMS.
- The payment register number is entered in LIS.
 - through a bridge with RMS, the payment information is populated in LIS
 - the AFS Licensing Specialist saves the record, and a Payment Control Number (PCN) is generated.
- The PCN is noted on the form.
- See Payments section for details.
- The truck replacement is processed.
 - The license record is queried.
 - The truck record is selected
 - The PCN is entered
 - Replacement is indicated
- Registration validation

Once the licensee/ultimate consumer's truck record is selected, replacement is indicated and the PCN has been entered validation occurs to issue a decal.

- Data validated to issue decal:
 - The license is active.
 - The licensee's auto insurance policy is current (not expired).
 - US DOT test, if applicable. (Based on the container's year built and last test date, if applicable.)
 - RRC inspection
 - LPG units are required to have an RRC inspection conducted every four years.
 - This inspection criteria is validated in LIS through inspection entered and is calculated four years from the date validation occurs.
 - The inspections conducted must be tied to the licensing truck record and site record.

- CNG and LNG do not require inspections at this time; however, pending rule changes will have the same requirement for CNG and LNG units.
- Payment
 - If all items pass validation, then the decal is issued.
 - The decal number is generated (sequential).
 - The decal issued date is populated.
 - The decal expiration date is populated. Decals expire with the license.
 - A decal issued letter is generated and two copies are printed. Multiple units can be listed on the letter, which includes:
 - Licensee/ultimate consumer name and mailing address
 - License number
 - License expiration date
 - Decal number
 - Container serial number
 - Container manufacturer
 - The decal letter and associated decal are mailed to the licensee/ultimate consumer.
 - If any item fails validation, then a deficiency letter is generated listing all failed validations.

2.7. Manufacturer Registrations – Application for Container Manufacturer Registration

All persons manufacturing containers for LPG, CNG or LNG must be registered per rule and statute. A prospective manufacturer registrant may apply to AFS. Fees required to be paid shall be those established by the Commission and in effect at the time of registration or renewal. See the Rules and Statutes table above in this document for details.

2.7.1. New Registration – Application General Review

The process begins when an application for container manufacturer registration (Form 1M, 1001M, or 2001M) is received. Once AFS receives an application for container manufacturer registration, the AFS Licensing Specialist verifies the information on the application prior to processing. This includes verifying the following information:

- Fuel type. The form submitted (LPG Form 1M, CNG Form 1001M or LNG Form 2001M) indicates the fuel type.
- New or renewal. The applicant must select if the application is being submitted for a new registration or registration renewal. Applications for a new registration will follow this process.
- Applicant's company name and dbas (do business as). The applicant must list their official company name and all dbas used by the applicant.
 - Each DBA will need an assumed name filing, which are obtained through the Secretary of State or county clerk's office based on entity type.
- Name of Contact Person. The applicant must list the individual who will receive correspondence from the Commission. This person does not have to be certified or provide an SSN.
- Applicant's telephone number. The applicant must list their telephone number that will be in use during regular business hours.
- Applicant's fax number. The applicant may list their fax number. This is not a required field.
- Applicant's mailing address. The applicant must list the official address where all correspondence regarding their registration will be sent.
- Applicant's physical address. The applicant may list the physical location of their first outlet.
 - If this is the same as the mailing address, or if the applicant does not have a physical outlet, then the address is not required.
- Applicant's email address. The applicant may provide their email address.
- Applicant's entity type. The applicant must select one and only one option: Sole Proprietor, Partnership, Corporation, or Limited Liability Company.
 - If the applicant's entity is a limited partnership, registered limited liability partnership, corporation or limited liability company, they must be registered with the Secretary of State (SOS).
 - The applicant must attest they are registered with SOS and authorized to do business in Texas, if applicable. (They should select "Yes")
- SOS. If the applicant is a limited partnership, registered limited liability partnership, corporation, or limited liability company, then the applicant must be registered with the SOS. They must select "Yes" regarding SOS registrations and that they are authorized to do business in Texas.
- Franchise tax/certificate of account. If the applicant is a corporation, limited partnership, or limited liability company, then the applicant must provide a copy of their current Certificate of Account (Franchise Tax) from the CPA.

- The applicant must provide their Texas Taxpayer ID and/or Charter Number, if applicable.
- **Company leadership.** The applicant must list their owner, partners, or officers. A sole proprietor must have one and only one individual listed as owner. A partnership must have a minimum of two individuals listed as partners; they may have more than two. Corporations and Limited Liability Companies must have a minimum of one officer; they may have more than one officer.
- **Container Type.** The applicant must select which types of containers the company will manufacturer. They may select ASME, DOT or both.
 - A company must apply for a separate registration if manufacturing containers for more than one alternative fuel type.
- **Tank Documentation.** The applicant must select “Yes” or “No” regarding containers manufactured.
 - If the applicant selects “Yes” for ASME, then they must submit a copy of their current ASME certificate of authorization
 - If the applicant selects “Yes” for DOT, then they must submit a copy of their current DOT certificate of authorization.
- **Change in Entity.** The applicant must select “Yes” or “No” regarding a change in business entity. This is only applicable for an existing licensee. If an existing licensee selects “Yes”, then they are required to apply for a new license.
- **Insurance.** The applicant must provide proof of proper insurance. Insurance requirements are based on the license category and are detailed further in this document. The applicant may submit one or more of the following:
 - Acord 25 form
 - Form 996B/1996B/2996B
 - Form 997B/1997B/2997B
 - Form 998B/1998B/2998B
 - Other form approved by Texas Department of Insurance
- **Signature and Date.** The applicant must provide the company name in the signature block.
 - One of the individuals listed on the Form 1M/1001M/2001M must sign and date the application.
 - The signer must provide their printed name and title and date the application was signed.
 - By signing, the person agrees to the legal certifications listed on the application.

- Individuals are allowed to electronically sign the fill-in version of the application.
- Fees. The applicant must submit the new registration fee required by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.
 - Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed application/documentation.
 - The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their application.
- Returned Applications. If certain items are incomplete or missing, such as container type, the application cannot be processed and must be returned. If the application is illegible, it must also be returned.

2.7.2. New Registration – Application Process

After the “application general review”, the AFS Licensing Specialist processes the application in LIS by performing the following steps:

- Verify the application is for a new registration by querying for an existing record.
- The information submitted on the application for container manufacturer registration is entered in LIS.
 - Some fields are text, and some have a list of values (LOV) to choose from.
 - Most fields are required, some are optional.
 - The type of container(s) the company is manufacturing is selected.
 - Individuals listed as the contact person and/or company leadership may need to have a record created.
 - When the record is saved a Company ID is generated.
 - The application received date is also entered.
- Process the payment.
 - Payments received have a register number from RMS.
 - The payment register number is entered in LIS.
 - through a bridge with RMS, the payment information is populated in LIS
 - the AFS Licensing Specialist saves the record, and a Payment Control Number (PCN) is generated.
 - The PCN is noted on the application and entered in the PCN field.

- See Payments section for details.
- Fields used in the validation process to issue the license:
 - Fuel type.
 - Status.
 - The status for new applications for container manufacturer registration is pending.
 - Company Name
 - Dbas
 - Contact person
 - Telephone number
 - Mailing address
 - Entity type, which is used to determine validation criteria for other fields.
 - Registered with the SOS
 - Not currently validated in LIS. If applicant is required to be registered and indicates “No”, then a manual letter must be sent regarding the deficiency.
 - Franchise tax.
 - The entity type determines if the applicant is subject to Texas franchise tax requirements. Currently the AFS Licensing Specialist must indicate exempt or subject to for validation.
 - Texas Taxpayer ID
 - Owner/Partners/Officer(s)
 - Manufacturer Registration is selected based on fuel type, which must be selected first.
 - LPG Container Manufacturer Registration
 - CNG Container Manufacturer Registration
 - LNG Container Manufacturer Registration
 - Application signature
- Additional documentation submitted is verified and indicated as received.

- If the applicant listed one or more dbas, verify one or more assumed name certificates have been submitted.
 - The certificate must list the applicant's company name and the dba.
 - The certificate may list more than one dba.
 - All dbas on the application for license must be listed on a certificate.
 - The assumed name certificate may be from the SOS or the respective county clerk's office.
 - For each dba, if the certificate is valid then update LIS to indicate the SOS filing is received.
- If the applicant is a limited partnership, registered limited liability partnership, corporation or limited liability company, verify the applicant has submitted a copy of their SOS certificate of filing.
 - Not currently validated in LIS. If applicant fails to submit a copy of their SOS certificate of filing, then a manual letter must be sent regarding the deficiency, if applicable.
- If the applicant is a corporation, limited partnership or limited liability company, verify the applicant has submitted a copy of their current certificate of account status from the Comptroller of Public Accounts.
 - Not currently validated in LIS. If applicant is required to submit the certificate of account status and does not, it is selected that the company is subject to franchise tax requirements and the taxpayer ID field is left blank to generate a deficiency.
- The applicant will need to submit their ASME and/or DOT authorizations. Each authorization submitted is verified. See Licensing – Tank Documentation/Testing Procedures Certification section for details.
- All applicants must submit proof of insurance coverage. Coverage can be an insurance policy or a statement in lieu of insurance form. See Licensing/Registration – Insurance section 1.10 for details.

2.7.3. New Registration – Application Validation

LIS checks for validation of data entered during the New Registration – Application Process section 1.7.2.

- If the check determines all items meet validation requirements:
 - the register number is auto populated in sequential order

- the application status is changed to active
- the activation date and expiration dates are auto populated
 - The activation date is the date the registration is issued.
 - The expiration date is calculated to be in one year on the last day of the month previous to the month the registration was issued. (I.e. Issued 10/28/2021, expires 9/30/2022.)
- a cover letter and registration certificate are generated as PDFs
- the letter and certificate are printed.
 - Special paper with the RRC seal is used to print registration certificates.
 - A copy of the cover letter is made to keep with the registration application.
- the original letter and certificate are mailed to the registrant (previously applicant)
- If the check determines any items failed validation requirements:
 - a deficiency letter will be generated as a PDF listing all items that failed validation
 - the application, LIS data and submitted forms/documents are reviewed to verify all deficiencies listed are correct.
 - once the deficiency letter is correct, it is printed
 - a copy of the deficiency letter is made to keep with the registration application
 - the original letter is mailed to the applicant

2.8. Licensing/Registration – Tank Documentation/Testing Procedures Certification

Applicants for category A, A1, A2, 1, 1A, 1B, or 15 license or manufacturer's registration (new and renewal) must submit a copy of their current ASME certificate of authorization and/or DOT authorization, as applicable. Applicants for category B, O, 1, 4, 20 or 50 license (new or renewal) must submit Form 505, 1505 or 2505. See the Rules and Statutes table above in this document for details.

2.8.1. Tank Documentation

Certificates of authorization (tank documentation) may be submitted alone or with an application for license (new or renewal); however, the form is generally received with an application. Once AFS receives the document, the AFS Licensing Specialist verifies the information on the document prior to processing.

- License Categories
 - Categories A, 1 and 15 require both authorizations

- Categories A1 and 1A require ASME only
- Categories A2 and 1B require DOT only
- Verification of the ASME authorization. Verify the name listed on certificate is the applicant's company name or one of their dbas and that the certificate has not expired.
- Verification of the DOT authorization. Verify the name listed on the letter is the applicant's company name, one of their dbas, or the name of an individual on the application and that the letter has not expired.

2.9. Testing Procedures Certificate

The form may be submitted alone or with an application for license (new or renewal); however, the form is generally received with an application. Once AFS receives the form, the AFS Licensing Specialist verifies the information on the form prior to processing. The following information is confirmed on Form 505/1505/2505:

- Fuel type. The form submitted (LPG Form 505, CNG Form 1505 or LNG Form 2505) indicates the fuel type.
- Company name. The name listed must match the licensee's company name listed on Form 1/1001/2001 and/or a listed dba.
- Applicant's mailing address. The address should match the Form 1/1001/2001 mailing address.
- Company contact information.
 - Company phone number.
 - Company fax number (optional).
- Tests qualified to perform. The licensee must indicate which of the following tests the company is qualified to perform:
 - Ultrasonic thickness
 - Hydrostatic
 - Magnetic particle
 - Wet fluorescent magnetic particle
 - Liquid penetrant
 - Ultrasonic
 - Angle beam
 - Other, which must be specified
- Registration number(s). The licensee must provide their ASME and/or DOT registration (authorization) number(s), as applicable.

- Authorized individuals. The licensee must list all individuals that are authorized to sign Form 8/1008/2008's for tests the company completes. Each individual must also sign the Form 505/1505/2505.
- Signature and Date. The licensee must sign and date the form.
 - By signing, the person agrees to the legal certification listed on the form.
 - Individuals are allowed to electronically sign the fill-in version of the form.
- Returned Forms. If certain items are incomplete or missing, then a copy of the form is made for RRC records and the original is mailed back to the licensee with the missing information highlighted.

2.9.1. Processing Documentation/Form

After the documentation/form is reviewed, the AFS Licensing Specialist processes the form in LIS by performing the following steps: If the certificate is acceptable then the following information is entered in LIS:

- The license/manufacture registration record is queried.
- If the certificate is for a specific branch the branch is selected.
- Certificate code is selected
 - ASME
 - DOT
 - F505
- Certificate number is entered for ASME/DOT certificates
- Issued date (Received date is used for Form 505/1505/2505)
- Received date
- Expiration date (One year from received date for Form 505/1505/2505.)
- For form 505/1505/2505s submitted, the individuals listed as authorized to sign are attached to the certificate. Some individuals may need to be added to the system.

2.10. Licensing/Registration – Insurance

2.10.1. General Overview

Each applicant for a new license or container manufacturer registration must submit proof of insurance, self-insurance or submit a statement in lieu of insurance. The type and amount of coverage required is determined by the license category or container manufacturer registration. If an insurance policy is cancelled prior to its expiration date, then a cancellation notice is submitted to the RRC. Updated insurance policies must be submitted to show current coverage as the policies expire or if a policy is cancelled. As a result, insurance policies are received and processed throughout the year. See the Rules and Statutes table above in this document for details.

2.10.2. Form General Review

- **Insurance Forms Review**

Applicants with an insurance policy must send in certificates of insurance that have been approved by the Texas Department of Insurance. These certificates are used to verify that they have the required amount of insurance.

The process begins when an insurance form is received. Once AFS receives an insurance form, the AFS Licensing Specialist verifies the information on the form prior to processing. This includes verifying the following information:

- An Acord-25 form was submitted.
 - If a certificate other than the Acord-25 is submitted, then the AFS Licensing Specialist verifies that the insurance certificate is approved by accessing the Texas Department of Insurance website.
- The insured's name is the name listed on Form 1/1001/2001/1M/1001M/2001M.
 - If the name listed on the policy does not match the company name listed on the application, then the policy is not entered into LIS.
 - The AFS Licensing Specialist then generates an Insurance Deficiency letter stating the name on the policy does not match.
 - If the name on the policy matches then the policy information is entered in LIS.
 - If the name on the policy submitted varies slightly from the name on the application, then the AFS Licensing Specialist will proceed in making all other verifications.
 - If all other verifications pass then the policy will be entered with a cancellation date 45-days from the date the policy was received.
 - The AFS Licensing Specialist then generates a 45-Day insurance letter to the applicant.
 - A second letter is also generated (Insurance Deficiency Letter) stating the name on the policy is incorrect.
 - This will not prevent a license from being issued.
- The insurance company is authorized to write the policy(ies) listed.
 - The AFS Licensing Specialist verifies the Insurance Company writing the policy is listed in LIS.

- If the insurance company is not already listed then the AFS Licensing Specialist goes to the Texas Department of Insurance (TDI) website to verify that the company can write policies in Texas and what types of policies they are authorized to write.
 - If the insurance company is not listed by TDI then the policy is not entered in LIS and an insurance deficiency letter is generated to the licensee/applicant stating the policy cannot be accepted with a remark explaining the issue with the insurance company.
 - If the insurance company is verified with TDI then the insurance company is added to LIS indicating the types of policies authorized by TDI.
 - If the insurance company is already listed or is added to LIS, then the policy is entered into the system.
 - If for any reason the insurance policy cannot be entered in LIS then a deficiency will be listed on the license deficiency letter sent to the licensee/applicant.
- The policy amount meets the minimum required by rule.

Using the category/categories of license or container manufacturer registration listed on the license application the AFS Licensing Specialist verifies the amount of coverage listed on the policy meets the minimum amount required. See the Rules and Statutes table above in this document for details.

- If the amount listed on the policy is less than the minimum required by rule, then an Insurance Deficiency Letter is generated stating the policy amount does not meet requirements. The policy is not entered.
 - If the amount listed on policy is equal to or greater than the minimum required then the policy is entered in LIS.
- **Statement In Lieu of Insurance Forms Review**

Applicants may submit a statement in lieu of insurance form if they meet rule requirements. See the Rules and Statutes table above in this document for details.

The applicant will submit the appropriate RRC form.

- A licensee or applicant that does not employ or contemplate employing any employee to be engaged in alternative fuel related activities in Texas may file Form 996B/1996B/2996 in lieu of filing a worker's compensation form. If submitting a statement for worker's compensation the licensee cannot have employees other than company representatives.

- A licensee or applicant, including ultimate consumers, that does not operate or contemplate operating a unit requiring registration in Texas may file Form 997B/1997B/2997B in lieu of a motor vehicle insurance form. If submitting a statement for motor vehicle coverage the licensee cannot have any units registered.
- A licensee or applicant that does not engage in or contemplating engaging in alternative fuel activities covered by completed operations or products liability, or both, OR operations that would covered by general liability insurance in Texas may file Form 998B/1998B/2998B in lieu of an insurance form. A licensee or applicant cannot engage in alternative fuel activities with this statement.
- The process begins when one or more statement in lieu of insurance forms (Forms 996B/1996B/2996B, 997B/1997B/2997B or 998B/1998B/2998B) are received. Once AFS receives one or more forms, the AFS Licensing Specialist verifies the information on the form prior to processing. This includes verifying the following information:
 - Forms 996B/1996B/2996B
 - The company name listed is the same name listed on Form 1/1001/2001/1M/1001M/2001M.
 - If the name listed on the form does not match the company name listed on the application, then the statement is not entered into LIS.
 - The AFS Licensing Specialist then generates an Insurance Deficiency letter stating the name on the form does not match.
 - If the name on the policy matches then the policy information is entered in LIS.
 - If the name on the form submitted varies slightly from the name on the application, then the AFS Licensing Specialist will proceed in making all other verifications.
 - If all other verifications pass then the statement will be entered with a cancellation date 45-days from the date the policy was received.
 - The AFS Licensing Specialist then generates a 45-Day insurance letter to the applicant.
 - A second letter is also generated (Insurance Deficiency Letter) stating the name on the form is incorrect.
 - This will not prevent a license from being issued.
 - Statement effective date listed is verified to determine any effect on the activation date for the license.

- The state and county fields must be completed.
- Signature and Date. The licensee must sign and date the form.
 - In addition to signing the form, the signer must provide their printed name, telephone number and date the form was signed.
 - The signer may also provide a fax number.
 - By signing, the person agrees to the legal certification listed on the form.
 - Individuals are allowed to electronically sign the fill-in version of the form.
- Forms 997B/1997B/2997B
 - The person completing the form must provide their name and title.
 - The company name listed is the same name listed on Form 1/1001/2001/1M/1001M/2001M.
 - If the name listed on the form does not match the company name listed on the application, then the statement is not entered into LIS.
 - The AFS Licensing Specialist then generates an Insurance Deficiency letter stating the name on the form does not match.
 - If the name on the policy matches then the policy information is entered in LIS.
 - If the name on the form submitted varies slightly from the name on the application, then the AFS Licensing Specialist will proceed in making all other verifications.
 - If all other verifications pass then the statement will be entered with a cancellation date 45-days from the date the policy was received.
 - The AFS Licensing Specialist then generates a 45-Day insurance letter to the applicant.
 - A second letter is also generated (Insurance Deficiency Letter) stating the name on the form is incorrect.
 - This will not prevent a license from being issued.
 - The license category(ies) must be provided and must match the category(ies) on their Form 1/1001/2001.

- The effective date listed is verified to determine any effect on the activation date for the license.
- The state and county fields must be completed.
- Signature and Date. The licensee must sign and date the form.
 - In addition to signing the form, the signer must provide their printed name, telephone number and date the form was signed.
 - By signing, the person agrees to the legal certification listed on the form.
 - Individuals are allowed to electronically sign the fill-in version of the form.
- Forms 998B/1998B/2998B
 - The person completing the form must provide their name and title.
 - The company name listed is the same name listed on Form 1/1001/2001/1M/1001M/2001M.
 - If the name listed on the form does not match the company name listed on the application, then the statement is not entered into LIS.
 - The AFS Licensing Specialist then generates an Insurance Deficiency letter stating the name on the form does not match.
 - If the name on the policy matches then the policy information is entered in LIS.
 - If the name on the form submitted varies slightly from the name on the application, then the AFS Licensing Specialist will proceed in making all other verifications.
 - If all other verifications pass then the statement will be entered with a cancellation date 45-days from the date the policy was received.
 - The AFS Licensing Specialist then generates a 45-Day insurance letter to the applicant.
 - A second letter is also generated (Insurance Deficiency Letter) stating the name on the form is incorrect.
 - This will not prevent a license from being issued.
 - The license category(ies) must be provided and must match the category(ies) on their Form 1/1001/2001.

- The effective date listed is verified to determine any effect on the activation date for the license.
- The form must indicate the insurance type. One or both may be selected,
 - General liability
 - Completed Operations and products liability
- The state and county fields must be completed.
- Signature and Date. The licensee must sign and date the form.
 - In addition to signing the form, the signer must provide their printed name, telephone number and date the form was signed.
 - By signing, the person agrees to the legal certification listed on the form.
 - Individuals are allowed to electronically sign the fill-in version of the form.
- Returned Forms. If certain items are incomplete or missing, then a copy of the form is made for RRC records and the original is mailed back to the licensee with the missing information highlighted.

2.10.3. Self-Insurance Forms Review

Applicants may apply for self-insurance coverage by submitting the appropriate RRC form. Registered manufacturers are not eligible for self-insurance. See the Rules and Statutes table above in this document for details.

- A state agency or institution, county, municipality, school district, or other governmental subdivision may submit Form 995/1995/2995 as evidence of self-insurance for workers' compensation, general liability and/or motor vehicle liability insurance, if permitted.
- For LPG self-insurance, licensees or applicants may self-insure for motor vehicle and general liability coverage by submitting LPG Form 28 and LPG Form 28A.
- For CNG and LNG self-insurance, licensees or applicants may self-insure for motor vehicle and general liability coverage by submitting Form 1027/2027 or Form 1028/2028.
- A company cannot have self-insurance for more than 12 consecutive months
- The process begins when a self-insurance form is received. The form is reviewed with legal to determine it is valid. Once approved the self-insurance is entered.

2.10.4. Insurance Cancellations Review

If policies will be cancelled prior to its expiration date, then a notice of insurance cancellation (Form 999/1999/2999) must be submitted by the insurance carrier.

The process begins when an insurance policy cancellation form is received. Once AFS receives the form, the AFS Licensing Specialist verifies the information on the form prior to processing. This includes verifying the following information:

- A form 999, 1999 or 2999 was submitted.
- The form was received at least 30 days prior to the policy expiration date.
 - If the form is received less than 30-days prior to the expiration date, then the form is returned along with a notification letter stating that the policy cannot expire prior to the 30-day expiration date.
- The licensee listed on the policy is verified
- The policy type and number are verified.
- The policy expiration date is updated.

2.11. Licensing/Registration – Renewal Requirements

All persons performing regulated LPG, CNG or LNG activities must renew their license or container manufacturer registration annually per rule and statute. A licensee or registrant will receive a renewal packet from the AFS to update and submit for their renewal. Failure to renew results in an expired license/registration. If a license/registration expires the company must immediately cease alternative fuel operations. Fees required to be paid shall be those established by the Commission and in effect at the time of renewal See the Rules and Statutes table above in this document for details.

2.11.1. License/Registration Renewal – Application Process

The process begins when an application for license/registration renewal (Form 1, 1001, 2001, 1M, 1001M, or 2001M) is received. Once AFS receives an application for renewal, the AFS Licensing Specialist verifies the information on the application prior to processing.

- Renewal packet generated

Renewal packets are automatically generated on the 6th or the 7th of each month for licensees and registrants eligible for renewal. These packets are sent out approximately three months in advance. Each renewal packet includes:

- Cover letter listing the contents of the renewal packet and instructions for completing and returning the renewal.
- Fee calculation sheet showing fees dues based on current category/registration and truck information.
- Form 1/1001/2001/1M/1001M/2001M with all current information pre-populated, including insurance information.
- Form 1A/1001A/2001A with all current outlets if the company has outlets.
- Form 7/1007/2007 with all currently registered units if applicable.

- Each truck record lists the current DOT test expiration date and inspection due date.
- Form 505/1505/2505, if applicable.
- Tank Documentation worksheet, if applicable.
- Renewal packet received

If the applicant submits an application for license form for a renewal, then the license number, status and expiration date are verified.

If the applicant submits the RRC renewal packet, then the license number and expiration date are verified using the packet.
- Renewal packet processed

Changes noted on the renewal packet or differences in information listed on the Application for License form are reviewed and updated. Additional documentation required for annual renewal are also processed.

 - Applicant's company name and dbas (do business as).
 - A name change only does not require a new license and the renewal can be processed.
 - An assumed name filing must be submitted for all dbas.
 - Name of Contact Person.
 - Applicant's telephone number.
 - Applicant's fax number.
 - Applicant's mailing address.
 - Applicant's physical address.
 - If this is the same as the mailing address, or if the applicant does not have a physical outlet, then the address is not required.
 - Applicant's email address.
 - Applicant's 24-hour number.
 - Applicant's entity type.
 - A change in entity type requires a new license.
 - SOS registration.

- If yes, they must submit an updated copy of their SOS Certificate of Filing letter or Assumed Name Filing.
- Franchise tax/certificate of account.
 - They must provide a copy of their current Certificate of Account (Franchise Tax) from the CPA, if applicable.
 - A change in Taxpayer ID requires a new license/registration.
- Company leadership.
 - A change in owner for a sole proprietor one or more partners in a partnership requires a new license/registration.
- Category of License.
 - If a company adds a license category, then:
 - they must pay the new license fee for that category (not the renewal fee)
 - one or more of the company representatives must have the management-level certification for that category before the license can be renewed
 - the current insurance policy must include coverage for the new category or a new policy must be submitted
 - If a company removes a license category, then:
 - they do not pay the renewal fee for that category
 - a company representative with the management-level certification for that license is not required
 - insurance coverage for that category is not required
 - If a company changes their category of license (adds and removes) then:
 - they must pay the new license fee for the new category and no renewal fee for the existing category
 - one or more company representatives must have the management-level certification for the new category before the license can be renewed and a company representative is not required for the removed category.

- the current insurance policy must include coverage for the new category or a new policy must be submitted and insurance coverage is no longer required for the removed category.
- Company Representatives.
 - All licensee company representatives are verified as active with the correct management-level certification(s).
 - Registered manufacturers do not have this requirement.
- Outlets.
 - A list of all current outlets are included in the renewal packet sent.
 - If a company adds an outlet they must submit Form 1A/1001A/2001A. See section 1.5 Outlets for details.
- Trucks.
 - A list of all current registered trucks are included in the licensee renewal packet sent.
 - If a licensee removes one or more alternative fuel delivery units, then they do not pay the registration fee for those units.
 - If a licensee will register one or more additional alternative fuel delivery units, then a Form 7/1007/ must be submitted and the registration fee paid for each unit. See section 1.6 Trucks for details.
- Ownership transfer of existing installations.

If the licensee adds ownership of one or more bulk storage or service station installation at the time of application, then a Form 19/1019/2019 must be submitted. See Ownership transfer for details.
- Tank Documentation.
 - Category A, A1, A2, 1, 1A, 1B, or 15 licensees and registered manufacturers must submit a copy of their current ASME certificate of authorization and/or DOT authorization if the certificate on file has expired. See section 1.8 Tank Documentation for details.
 - If a registered manufacturer adds a type of container manufactured (ASME/DOT), then they must submit a copy of their current ASME certificate of authorization and/or DOT authorization for the container type added.

- If a registered manufacturer removes a type of container manufactured, then the authorization for that container type is no longer required.
- If a licensee adds a category requiring one or more authorizations, then the authorizations must be submitted.
- If a licensee removed a category requiring one or more authorizations, then the authorizations are no longer required.
- Category B, O, 1, 4, 20 or 50 license, then the applicant must submit a Form 505/1505/2505.

○ Change in Entity.

If an existing licensee/registrant selects “Yes”, then they are required to apply for a new license/registration.

- The new entity must be indicated as a change on the application.

○ Insurance.

- A policy will not likely be submitted with a renewal unless the policy expiration date coincides with the license/registration expiration date.
- All insurance policies must be current to renew the license/registration.
- If the licensee/registrant has a statement in lieu of insurance form on file, then it must be resubmitted.
- If the licensee is self-insured, then it must be resubmitted.

○ Signature and Date.

- One of the individuals listed on the Form 1/1001/2001 must sign and date the application.
- The signer must provide their printed name and title and date the application was signed.
- By signing, the person agrees to the legal certifications listed on the application.
- Individuals are allowed to electronically sign the application.

○ Fees. The applicant must submit the renewal license/registration fee(s) required by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.

- If the renewal is received after the expiration date, then the company must pay a late renewal fee for each category/registration, in addition to the renewal fee.
 - If the renewal is received within 90 days, then the late fee is half of the category/registration renewal fee.
 - If the renewal is received after more than 90 days, then the late fee is equal to the category/registration renewal fee.
 - If the renewal is received after more than one year, then the license/registration cannot be renewed. The company must apply for a new license.
 - If the renewal is received prior to the expiration date, but processed after the expiration date, then the late fee is bypassed. This is not applicable to licenses that are expired over one year.
- Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed application/documentation.
- The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their application.
- Returned Applications. If certain items are incomplete or missing the application cannot be processed and must be returned. If the application, or changes made on an application, is/are illegible, it must also be returned.

2.12. License/Registration Renewal – Application Validation

LIS checks for validation of data entered.

- If the check determines all items meet validation requirements:
 - the application status is changed to active
 - the activation date and expiration dates are auto populated
 - The activation date is the date the license/registration is renewed.
 - The expiration date is updated to one year from the previous license/registration expiration date
 - a cover letter and license/registration certificate are generated as PDFs
 - the letter and certificate are printed.

- A copy of the cover letter is made to keep with the license/registration application.
 - the original letter and certificate are mailed to the licensee/registrator
- If the check determines any items failed validation requirements:
 - a deficiency letter will be generated as a PDF listing all items that failed validation
 - the application, LIS data and submitted forms/documents are reviewed to verify all deficiencies listed are correct.
 - once the deficiency letter is correct, it is printed
 - a copy of the deficiency letter is made to keep with the registration application
 - the original letter is mailed to the applicant

2.13. Ownership transfer of existing storage/service station

If a current licensee or license applicant has purchased an existing LPG, CNG or LNG installation used for bulk storage or a service station, then they must notify AFS per rule. Installations submitted on the Transfer of Installation form are also considered licensee outlets and a Form 1A/1001A/2001A must also be submitted See the Rules and Statutes table above in this document for details.

2.13.1. Ownership Transfer – Form General Review

The process begins when a Transfer of Installation form (Form 19, 1019, or 2019) is received. The form may be submitted alone or with an application for license (new or renewal). Multiple installations can be listed on the form. Once AFS receives the form, the AFS Compliance Specialist verifies the information on the form prior to processing.

- Company name. The name listed should match the licensee's company name listed on Form 1/1001/2001.
- License number. The license number for the company submitting the form. For new license applications this will be blank.
 - If a license number is not listed, the AFS Compliance Specialist will determine if the form is for a new license by querying for an existing record.
 - If the licensee is not currently licensed, then the license must be issued prior to completing site transfers.
- County: The county the installation is located in.
- Geographical location: physical/geographical address/location of the installation.
- Container information:
 - Manufacturer: The name of the container/cylinder's manufacturer.

- **Serial number:** The unique identifier determined by the container manufacturer. Different manufacturers can have the same serial number.
- **Capacity:**
 - For LPG and LNG units, the capacity of the container is measured in water gallons, which is determined by the container manufacturer.
 - For CNG units, the capacity of the container is measured in cubic feet, which is determined by the manufacturer.
- **Design/service pressure:** The container's designed working/service pressure according to the manufacturer.
- **Year built:** For CNG and LNG. The year the cylinder/container was manufactured.
- **Bulk storage:** For LPG only. Indicates if the installation is used for bulk storage.
- **Cylinder filling/service station:** For LPG only. Indicates if the installation is used for filling cylinders and/or motor/mobile fuel containers.
 - An LPG site can be used for both bulk storage and as a cylinder filling/service station.
- **Returned Forms.** If certain items are incomplete or missing, then a copy of the form is made for RRC records and the original is mailed back to the licensee/ultimate consumer with the missing information highlighted, along with the truck deficiency letter.

2.13.2. Ownership Transfer – Form Process

After the “form general review”, the AFS Compliance Specialist processes the form in LIS by performing the following steps:

- A search for each installation location and container is completed to determine the installation's site ID number.
 - If the site ID cannot be determined the form is returned for additional/clarifying information.
- Once the site ID is determined, the site owner is updated to the licensee listed on the Transfer of Installation form.

2.14. Certifications

All individuals who handle LPG, CNG or LNG in commerce in Texas must be certified by passing a Railroad Commission qualifying examination that tests their knowledge of the safety rules applicable to the activities they perform. Most LPG (but not CNG or LNG) handlers must also comply with Railroad Commission training and continuing education requirements, see section 3.15 Training and section 3.16 Continuing Education for details. All certifications expire

May 31st, see 3.22 Certification and Exempt Registration Renewal for details. By rule, individuals are allowed to receive 45-days of training prior to taking the Commission examination; if they are employed by a licensee or ultimate consumer and work directly with a certified person. An individual may have more than one certification for each fuel type. Individuals must obtain a separate certification for each fuel type. Fees required to be paid shall be those established by the Commission and in effect at the time of registration See the Rules and Statutes table above in this document for details.

2.14.1. Certifications – Form General Review

Examinations may be administered by RRC instructor either during a training course or exam only event. Training courses and exam only events can be held in-person or online. Examinations are offered online through contracted vendors. Online examinations can be a result of an online training course or an exam only event. As part of the RRC Enterprise Event Management System (EEMS) registration process for training courses or exam only events, the Application for Examination form (Form 16/1016/2016) is completed. (Major parts of this process will be handled by integrating with EEMS.)

Depending on the examination, individuals may list more than one examination on the application. The following information is verified:

- Applicant name – The name of individual taking the examination(s).
- Social Security Number – The individual's social security number.
 - Disclosure of the applicant's Social Security Number is mandatory under Section 231.0302(c) of the Texas Family Code and will be used in the administration of laws related to child support and for record keeping by the Commission.
- Applicant's mailing address – The personal mailing address of the applicant. This is used to correspond with the applicant if they are no longer employed by a licensee.
- Company name – The name of the licensed company employing the applicant. The name listed must match the licensee/ultimate consumer's company name listed on Form 1/1001/2001 and/or a listed dba.
- Company license number – The license number for the company submitting the form. If the examination is taken as part of a new license application, then this will be blank or state pending.
- Examination type – The examination type is based on fuel type (LPG, CNG or LNG), certification level (employee/management) and the activities being performed.
 - Management-level certifications are intended for company representatives and operations supervisors. Management-level certification categories match the categories of Railroad Commission LPG, CNG and LNG company licenses
 - 21 LPG management-level exams
 - 7 CNG management-level exams

- 8 LNG management-level exams
- Employee-level certifications are intended for non-managerial workers. Employee-level certification categories match job classifications commonly used in the industry (e.g., transport driver, cylinder filler or service and installation technician).
 - 13 LPG employee-level exams
 - 3 CNG employee-level exams
 - 5 LNG employee-level exams
- Payment
 - Management-level examinations are \$70 and employee-level examinations are \$40. Individuals must pay for each exam administered.
 - Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form. Mailed payments are rare for training.
 - The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.
 - All examination fees are waived for individuals with a military fee exemption. A military fee exemption letter must accompany the application for the fee(s) to be waived.

2.14.2. Certifications – Form Process

Once the examination is administered the exam result is listed on the Application for Examination, for each exam if more than one. The following information is entered in LIS:

- Applicant name and social security number – The system is searched to determine if the person's record already exists.
 - If the record does exist, then the information is verified and updated if applicable and the recent exam information is added to the record.
 - If the record does not exist, a new person record is created. The first, last and middle names are entered separately. If the individual has a name suffix it is also entered separately.
- Form Code – The application (form) type is selected. (LPG Form 16, CNG Form 1016 or LNG Form 2016). A separate record is created for each form submitted. (I.e. examinations are taken on separate days either due to failure of an exam or seeking additional certifications.)
- Received date – The date the application was received by AFS.

- Exam Category – The examination administered, which is determined by fuel type, certification level and certification type. Each examination record is entered separately.
- Grade – The percent of questions answered correctly on the exam. Individuals must make a grade of 75% or greater to pass the examination.
- Renew qualification – Is the individual qualified to renew their certification? If the individual passed the examination the renew qualification status is active. If the individual failed the examination the status is inactive.
- Status – The status of the certification. If the individual passed the examination the status is Passed. If the individual failed the examination the status is Failed.
- Employer – The individual’s licensed employer. The company is selected using the license number, and the active flag is set to Yes.
- Alternate address – The individual’s personal mailing address is entered.
- Payment – The payment register number is pulled into LIS and a Payment Control Number is generated. The applicant’s exam is attached to payment record for each exam taken.

2.14.3. Certifications – Card Print Validation

For individuals that passed one or more examinations, once all the form and exam records are entered, the exam card is requested to print. The system validates the examination status, and for LPG certifications verifies the training requirement has been met (See section 1.15 Training for details.). If the record passes validation, then data is sent to an outside vendor for the cards to be printed and delivered to AFS. AFS mails the printed card to the person’s employer or their personal address, if they do not have a current employer.

- The printed card needs to include the individual’s name, RRC person ID, active certifications, expiration date and Training/CE due date, if applicable.
 - If an individual is certified for more than one fuel type, then a separate card is printed for each fuel type. Each active certification needs to list the fuel type.

2.14.4. Certifications – Examinations

Certification examinations are developed based on the rule requirements for the activities covered by that certification. Questions have been created for applicable rule sections that are used across the examinations as applicable. These examination questions are currently tracked on an Excel spreadsheet. The database of questions and their associated examination(s) needs to be automated to assist in generating new examination to meet the requirement to scramble exams.

2.15. Training

Individuals applying for certain LPG certifications must attend training as part of the certification process. Training courses can be held in-person or online. An individual may take the course prior to or after the examination. Individuals who chose to take the exam first have until May 31st to complete training unless the exam was taken between March 1st and May 31st. If the exam is taken between 3/1 and 5/31, then the individual has until the following May 31st

to complete training. Fees required to be paid shall be those established by the Commission and in effect at the time of registration See the Rules and Statutes table above in this document for details.

2.15.1. Training – General Overview

Individuals must register with AFS prior to attending a training course through the RRC Enterprise Event Management System (EEMS). (Major parts of this process will be handled by integrating with EEMS.)

The training course required is dependent on the certification the individual is applying for. There are three different classifications of training courses.

Individuals must pay the training course fee prior to attending the course. The course fee does not include examination fees, which must be paid separately. (See section 1.14 Certifications for details.) 8-hour courses are free of charge for certificate holders in good standing who have paid one or more annual renewal fees.

- 8-hour courses – Employee-level and some management-level certifications require one of the five 8-hour courses available. The course fee is \$75.
 - 2.1 Dispenser Operations
 - 2.3 Bobtail Operations
 - 3.2 Residential System Installation
 - 3.3 Appliance Conversion, Installation and Venting
 - 3.8 Recreational Vehicle Gas Appliances
- 16-hour course – Management-level course for individuals applying for a Category F, G, I or J certification. The course fee is \$150.
- 80-hour course – Management-level course individuals applying for a Category E certification. The course fee is \$750.
- Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form. Mailed payments are rare for training.
- The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.

2.15.2. Training – Record Update Process

Per rule, course registrations close 7-days prior to the course date. After registration closes and prior to the course, the course roster is generated for the course instructor. The roster includes the course type (title), date, location, instructor, and list of students. At the conclusion of the course, the instructor verifies the individuals that completed the course, and the roster is returned for processing.

If an individual completes one or more examinations as part of the training course, then their exam results are also included in the updated roster and their application for examination is returned with the roster.

- **Class Record**

For each course completed, a class record is created in LIS with the following information:

- Class number – auto-generated sequential number
- Course code – the course given. (2.1, 3.8, 16-hour, etc.)
- Class date – the date the course was given. For 16 and 8- hour courses this is the date the course began.
- Credit hours – the number of course hours (8, 16, or 80)
- City – the city where the course took place. Courses are given at the AFS Training Center in Austin as well as other locations throughout the state.
- Instructor – the RRC instructor who gave the course.

- **Student Record**

After the class record is created, the students who completed the course are attached to the class record.

- The class record is queried, and each student is added to the record.
- If a student is not in the system (does not have an existing class or exam record), then a new person record is created prior to adding the student to the class record.

– See section 1.14.2 Certifications Form Process for creating the student record.

2.15.3. Training – Card Print Validation

After an LPG training record is entered the payment is entered and the certification card is requested to print.

- The payment register number is pulled into LIS and a Payment Control Number is generated. The applicant's exam is attached to payment record for each exam taken.

The system validates the examination status (see section 1.14 Certifications for exam status), verifies the training requirement is correct for the examination record. If the record passes validation, then data is sent to an outside vendor for the cards to be printed and delivered to AFS. AFS mails the printed card to the person's employer or the individual's personal address if they do not have a current employer.

- The printed card needs to include the individual's name, RRC person ID, active certifications, expiration date and Training/CE due date, if applicable.

2.16. Continuing Education (CE)

Individuals with LPG certifications that require training must attend continuing education (CE) every four years as part of the certification renewal process. CE courses can be held in-person or online. An individual may take the CE course prior to their CE due date. The CE due date is May 31st four years from the renewal date following the initial course of training, then every four years after. Any fees required to be paid shall be those established by the Commission and in effect at the time of registration. See the Rules and Statutes table above in this document for details.

2.16.1. CE – General Review

Individuals must register with AFS prior to attending a CE course through the RRC Enterprise Event Management System (EEMS). (Major parts of this process will be handled by integrating with EEMS.)

The CE course required is dependent on the certification the individual is applying for. There are two different classifications of CE courses.

CE courses are free for individuals that are current on their certification renewal. If the individual's certification is active and their renewal fees are current there is no cost for the course. If their certification is expired or they have not paid their renewal fee, then they must pay the CE course fee and any renewal and/or late fees owed prior to attending the course.

- Employee-level certifications require one of the three employee-level CE courses available. The course fee is \$75 if the individual's certification is not current.
 - 4.1 Dispenser Operations CE
 - 4.2 Service and Installation CE
 - 4.3 Bobtail Driver CE
- Management-level certifications must take one of the employee-level CE courses or the 6.1 Regulatory Compliance for Managers course; the 6.1 course fee is \$75 if the individual's certification is not current.

2.16.2. CE – Record Update Process

Per rule, course registrations close 7-days prior to the course date. After registration closes and prior to the course, the course roster is generated for the course instructor. The roster includes the course type (title), date, location, instructor, and list of students. At the conclusion of the course, the instructor verifies the individuals that completed the course, and the roster is returned for processing.

- Class Record

For each course completed, a class record is created in LIS with the following information:

- Class number – auto-generated sequential number
- Course code – the course given. (2.1, 3.8, 16-hour, etc.)
- Class date – the date the course was given. For 16 and 8- hour courses this is the date the course began.
- Credit hours – the number of course hours (8, 16, or 80)
- City – the city where the course took place. Courses are given at the AFS Training Center in Austin as well as other locations throughout the state.
- Instructor – the RRC instructor who gave the course.
- Student Record

After the class record is created, the students who completed the course are attached to the class record.
- The class record is queried, and each student is added to the record.
- If a student is not in the system (does not have an existing class or exam record), then a new person record is created prior to adding the student to the class record.
 - See section Certification- Form Process section 1.14.2 for creating the student record.

2.16.3. Training – Card Print Validation

After an LPG CE record is entered the certification card is requested to print. The system validates the examination status (see section 1.14 Certifications for exam status), verifies the CE requirement is correct for the examination record. If the record passes validation, then data is sent to an outside vendor for the cards to be printed and delivered to AFS. AFS mails the printed card to the person's employer or the individual's personal address if they do not have a current employer.

2.17. Outside Instructors

Individuals may apply to be a Commission Approved Outside Instructor. An Outside Instructor is approved to offer courses for LPG training and continuing education credit. Individual's attending courses offered by an outside instructor in good standing will receive credit for the course attended. Outside instructors are not permitted to proctor certification examinations. Fees required to be paid shall be those established by the Commission and in effect at the time of submission. See the Rules and Statutes table above in this document for details.

2.17.1. Outside Instructor – Form General Review

The process begins when an Outside Trainer Application is received. Once AFS receives an outside trainer application, the AFS Training Manager verifies the information on the application prior to processing. This includes verifying the following information:

- Applicant Information
 - Applicant's name

- Applicant's SSN or RRC ID – used to verify applicant credentials
- Applicant's mailing Address – used for communication regarding the Outside Trainer Application
- Applicant's telephone number – used for communication regarding the Outside Trainer Application
- Applicant's email address – used for communication regarding the Outside Trainer Application
- Certification/Exemption
 - Select certification(s) held
 - Management-level D
 - Management-level E
 - Management-level I
 - Management-level M
 - General Installer and Repairman Exemption
 - A copy of the certification card or exemption card must be provided
- LPG Experience
 - LPG training or continuing education (CE) courses taught
 - Course title
 - Course length in hours
 - Course description
 - LP-gas activities covered by course curriculum
 - Number of times the course was taught
 - Average number of students enrolled in course
 - Date range course was taught
 - Date range of experience performing LP-gas activities
 - Date range of experience supervising LP-gas activities

- Individuals must have experience in 3 of the previous 4 years performing LPG training and/or CE courses AND performing or supervising LP-gas activities
- Proposed Courses
 - Proposed course title
 - Course description
 - Course curriculum
 - AFS course equivalent
 - Management-level:
 - Category D
 - Category K
 - Category M
 - Employee-level:
 - Service and installation
 - Appliance service and installation
 - DOT cylinder filling
 - Motor/mobile fuel
 - Bobtail driver
 - RV technician
 - Select either:
 - Statement that the instructor will use AFS course materials
 - Instructor will not use AFS course materials.
 - If applicant will use materials other than AFS course materials, then the applicant must provide copies of the course materials and any related supporting information
- References
 - Applicant must provide three references for LPG training/CE, performing LPG activities and/or supervising LPG activities.

- Name
- Company/institution/client
- Address
- Telephone
- Email
- Reference type
 - Training/CE
 - Performing LPG activities
 - Supervising LPG activities
- Dates observed

2.17.2. Outside Instructor – Form Process

Once the AFS Manager verifies the application is complete, the applicant's credentials are verified. If the application is incomplete, then it is returned.

- Certification/Exemption
 - Using the applicant's name and SSN or RRC ID their certification/exemption records are queried. The certification/exemption listed is verified.
 - If verified, then the application proceeds.
 - If not verified, then the application is denied.
- Copy of certification/exemption card provided.
 - If provided, then the application proceeds.
 - If not provided, then the application is returned.
- LPG Training Experience.
 - Does the training experience listed:
 - have a minimum range of 3 out of the previous 4 years
 - describe applicable LPG activities compared to the courses selected in XXX
 - selected activities are applicable to the courses selected in XXX

- Did one or more of the listed references verify the training experience and/or did the applicant provide documentation of the training experience?
- If the experience meets all requirements, then the application proceeds.
- If the experience does not meet all requirements, then the application is denied.
- Experience Performing LP-gas Activities
 - Does the performance experience listed:
 - have a minimum range of 3 out of the previous 4 years
 - describe applicable LPG activities compared to the courses selected in XXX
 - selected activities are applicable to the courses selected in XXX
 - Did one or more of the listed references verify the performance experience and/or did the applicant provide documentation of the performance experience?
 - If the experience meets all requirements, then the application proceeds.
 - If the experience does not meet all requirements, then is supervising experience listed?
 - If yes, then the performance and supervising experiences are combined to determine if requirements are met.
 - If no, then the application is denied.
- Experience Supervising LP-gas Activities
 - Does the supervising experience listed:
 - have a minimum range of 3 out of the previous 4 years
 - describe the supervision of applicable LPG activities compared to the courses selected in XXX
 - selected activities are applicable to the courses selected in XXX
 - Did one or more of the listed references verify the supervising experience and/or did the applicant provide documentation of the supervising experience?
 - If the supervising experience meets all requirements, when combined with performing experience, then the application proceeds.
 - If the supervising experience does not meet all requirements, when combined with performing experience, then the application is denied.

- Proposed Courses

- Is the selected AFS equivalent course (one or more) covered by the applicant's certification/exemption
 - If yes, the application proceeds
 - If no, the application is denied
- Did the applicant select they will use AFS course materials?
 - If yes, application proceeds
 - If no, curriculum is verified
 - If the applicant will use course materials other than AFS course materials, did the applicant provide copies of the course materials and any related supporting information?
- If yes, is the information contained in the submitted document:
 - at least the equivalent of AFS' course or courses on the same topic or topics
 - include all applicable current LP-gas regulations for Texas
 - was the documentation printed or typewritten, organized, and easily readable
 - If yes, the application proceeds
 - If no, the application is denied
- If no, the application is denied

- Fees

The applicant must submit the registration fee required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.

- The Outside Instructor registration fee is \$300.
- Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.
- The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.

The payment register number is pulled into LIS and a Payment Control Number is generated. The applicant is attached to payment record for each exam taken.

2.17.3. Outside Instructor – Approved/Denied

- Application is incomplete or missing documentation
 - The full application review process is completed, and all deficiencies are identified.
 - The applicant is notified in writing of all deficiencies.
 - The applicant must respond within 30 days of the written notice, or they must reapply.
- Application is complete, but the applicant's credentials do not pass validation.
 - The full application review process is completed, and all deficiencies are identified.
 - The applicant is notified in writing of all deficiencies.
 - The applicant must respond within 30 days of the written notice, or they must reapply.
- Application is complete, and the applicant's credentials pass validation.
 - The applicant is notified in writing their application is approved
 - The applicant is scheduled for an AFS Train-the-Trainer course. The train-the-trainer course curriculum includes an instructional session and requires the applicant:
 - attend the subject-matter courses for which the applicant seeks approval to conduct and
 - passes the subject-matter examination for each course with a score of at least 85 percent
 - Once the applicant completes the Train-the-trainer curriculum, a written notification is sent that the applicant is approved as an outside instructor, listing the approved courses, and the outside instructor may then begin offering the approved courses.
 - The outside instructor approval is valid for three years unless the applicant becomes ineligible. The written notice includes the approval expiration date.

2.17.4. Outside Instructor – Approval Requirements

To continue offering AFS-approved LP-gas courses, an outside instructor must meet the following requirements:

- adhere to professional standards of conduct in course presentations
- report to AFS within three business days of the conclusion of a course the name and SSN/RRC ID of the persons completing the course.

- The report shall be made electronically.
- The outside instructor shall ensure that AFS receives the report by securing written acknowledgment of its receipt by AFS.
- The outside instructor records are processed using the steps identified in section 1.15 Training of this document.
- maintain their Category D, E, I, or M certificate or Category D exemption in continuous good standing. (See section 1.22. Certification and Exempt Registration Renewal for details.)
 - Any interruption of the required Category D, E, I, or M certificate or Category D exemption will result in the Commission revoking or suspending the outside instructor's approval
- pay a nonrefundable \$150 renewal fee to AFS every three years
- attend a Train-the-Trainer refresher course every three years; completed prior to the outside instructor's next renewal deadline.
 - The Train-the-Trainer course shall not count as credit towards any training or continuing education requirements.

2.17.5. Outside Instructor – Revision of Course Materials

- Revised by an outside instructor

An outside instructor who revises any course materials previously approved by AFS shall submit the revisions in writing, along with a nonrefundable \$100 review fee to AFS.

- AFS shall review the revised course materials will notify the outside instructor in writing that the revised course materials are approved or not approved.
- If the revised course materials are not approved, AFS' notice will identify the portion or portions that are not approved and/or will describe any deficiencies in the revised course materials.
 - The outside instructor shall file any necessary additional information within 30 calendar days of the date of AFS' notice of disapproval.
 - The outside instructor's failure to file the necessary additional information within the prescribed time period may result in the dismissal of the outside instructor's request for approval of revised course materials and require the \$100 review fee for each subsequent filing of revised course materials.
- An outside instructor cannot use materials in a course until the outside instructor has received written AFS approval.
- AFS Revised Course Materials

- If AFS revises its course materials, it shall provide a copy to all outside instructors authorized to conduct the course covered by the revised materials.
- Outside instructors using their own materials shall update their materials to align with the updated AFS material.
- Copies of the updated materials shall be submitted for review.
- The revised materials review fee will be waived in this instance.

2.17.6. Outside Instructor – Tracking Log Data Elements

Approved Outside Instructors are tracked using an Excel spreadsheet. The items tracked include the following data elements at a minimum.

- Name
- Company
- Company Address
- Company Phone
- Certification Types
- Approved Date
- Renew Date (Expiration Date)

2.18. Exempt Registrations

Individuals who hold a current master or journeyman (M/J) plumber's license issued by the Texas State Board of Plumbing Examiners or a current Class A or Class B Air Conditioning and Refrigeration (ACR) Contractor's license issued by the Texas Department of Licensing and Regulation are eligible to register with the Railroad Commission to perform:

- LPG activities equal to a management-level Category D certification or a Category D license.
- CNG activities equal to an employee-level service and installation certification.

Note: LNG does not allow plumber/ACR exemptions.

The exemption allows the registered individual to bypass RRC certification requirements, including qualifying examinations. For LPG it also bypasses licensing and training/CE requirements. All registrations expire May 31st, see section 1.22 Certifications and Exempt Registration Renewal for details. By rule, individuals are allowed to receive 45-days of training prior to registering with the Commission; if they are employed by a licensee or an individual with an exempt registration and work directly with a certified/registered person. An individual may have an exemption for more than one fuel type but must register for each separately. Fees required to be paid shall be those established by the Commission and in effect at the time of submission. See the Rules and Statutes table above in this document for details.

2.18.1. Exempt Registrations – Form General Review

The process begins when an application for registration by a master or journeyman plumber or a class A or B air conditioning & refrigeration contractor (Form 16B or 1016B) is received. Once AFS receives the application, the AFS Compliance Specialist verifies the information on the application prior to processing. This includes verifying the following information:

- Applicant information
 - Applicant's name
 - Applicant's social security number
 - Applicant's master/journeyman plumber or ACR contractor license number
 - Applicant's master/journeyman plumber or ACR contractor license expiration date
 - Company name
 - LPG applicants are not required to be employed by a company; therefore, this field is not required. Some licensed companies may employ plumbers.
 - CNG applicants must be employed by a licensed company. The name listed on the application must be the company name or a dba listed on CNG Form 1001.
 - Applicant's company license number
 - If an LPG applicant is employed by, or owns, a licensed company the license number is required.
 - CNG applicants must provide their employer's license number.
 - Applicant's telephone number
 - Applicant's company mailing address, including county
 - LPG applicants are not required to provide a company mailing address
 - CNG applicants should provide a company mailing address
 - Applicant's alternate mailing address, including county
 - LPG applicants should list their personal mailing address. They must provide a company mailing address and/or alternate mailing address.
 - CNG applicants should list their personal mailing address. It is not a required field.
 - License request

- LPG Form 16B allows the applicant to request information on obtaining a Category D license.
- CNG Form 1016B allows the applicant to request information on obtaining a Category 2 license.
- Required documentation
 - Did the applicant submit a legible copy of their current Air Conditioning and Refrigeration Contractor or Master or Journeyman Plumbers certificate?
 - The name listed on the application must match the name listed on the certificate submitted.
 - The plumber/ACR license number listed on the application must match the license number listed on the certificate.
 - Did the applicant submit a legible copy of their state-issued picture identification card or driver's license?
 - The name listed on the ID or DL submitted must match the name on the application and certificate.
 - Did the applicant submit the registration fee?
 - The applicant must submit the registration fee required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.
 - The LPG exempt registration fee is \$50. The CNG exempt registration fee is \$30.
 - Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.
 - The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.
- Application approved/denied

The application is approved or denied based on the application and required documentation review.

- If deficiencies are identified in the review process

- The applicant is notified in writing of all deficiencies.
- The applicant must respond within 30 days of the written notice, or they must reapply.
- If the application is complete and the applicant's credentials pass validation, then the form is processed in LIS.

2.18.2. Exempt Registrations – Form Process

Once the application is reviewed and approved the following information is entered in LIS:

- Applicant name and social security number – The system is searched to determine if the person's record already exists.
 - If the record does exist, then the information is verified and updated if applicable and the recent registration information is added to the record.
 - If the record does not exist, a new person record is created. The first, last and middle names are entered separately. If the individual has a name suffix it is also entered separately.
- Form Code – The application (form) type is selected. (LPG Form 16B and CNG Form 1016B). A separate record is created for each form submitted. (I.e. expired registration or multiple fuel types.)
- Form Received Date – The date the application was received by AFS.
- Form Remarks – Notes are entered regarding any deficiencies found during review.
- Plumber/ACR License Number – The plumber/ACR license number listed on the application.
- Effective Date – The date the application was approved.
- Registration Code – ACR contractor or plumber
- Renew qualification – The individual is qualified if the registration status is active.
- Registration Status – The status of the registration. The registration status is Active if approved.
- Telephone number – The telephone number listed on the application.
- Employer – The individual's licensed employer, if applicable. The company is selected using the license number, and the active flag is set to Yes.
- Alternate address – The individual's personal mailing address is entered.
- Payment – The payment register number is pulled into LIS and a Payment Control Number is generated. The applicant's registration is attached to payment record for each exam taken.

2.19. Exempt Registrations – Card Print Validation

Once the form process is complete, the registration card is requested to print. The system validates the registration status. If the record passes validation, then data is sent to an outside vendor for the cards to be printed and delivered to AFS. AFS mails the printed card to the applicant's company or their personal address, if they do not have a company.

- The printed card needs to include the individual's name, RRC person ID, plumber/ACR license number and expiration date.
 - If an individual is registered for more than one fuel type, then a separate card is printed for each fuel type.

2.20. Reciprocal Certifications

Individuals with valid certifications from the states of Arkansas, Louisiana or New Mexico may apply for a reciprocal examination exemption. The exemption allows the individual to bypass the examination requirements for LPG transport driver certification. All exemptions expire May 31st, see section 1.22 Certifications and Exempt Registration Renewal for details. By rule, individuals are allowed to receive 45-days of training prior to applying for a reciprocal exemption with the Commission if they are employed by a licensee. Fees required to be paid shall be those established by the Commission and in effect at the time of submission. See the Rules and Statutes table above in this document for details.

2.20.1. Reciprocal Certifications – Form General Review

The process begins when an application for LP-gas examination exemption by reciprocity agreement (Form 16R) is received. Once AFS receives the application, the AFS Compliance Specialist verifies the information on the application prior to processing. This includes verifying the following information:

- Applicant information
 - Reciprocal state – Arkansas, Louisiana or New Mexico
 - Reciprocal state – license number
 - Reciprocal state – license category
 - Reciprocal state – license expiration date
 - Applicant's name
 - Applicant's social security number
 - Company name – applicants must be employed by a licensed company. The name listed on the application must be the company name or a dba listed on LPG Form 1.
 - Company license number – applicants must provide their employer's RRC license number.

- Company telephone number – applicants should provide their employer’s telephone number. It is not a required field.
- Company fax – applicants can provide their employer’s fax number. It is not a required field.
- Applicant’s alternate mailing address – applicants should list their personal mailing address. It is not a required field.
- Required documentation
 - Did the applicant submit a legible copy of their state-issued certification card, license, letter, or similar document which clearly shows a valid date and an indication that the individual passed the examination?
 - The name listed on the application must match the name listed on the document submitted.
 - The reciprocal state’s license number listed on the application must match the license number listed on the document.
 - Did the applicant submit a legible copy of their driver’s license?
 - The name listed on the driver’s license submitted must match the name on the application and document.
 - Did the applicant submit the filing fee?
 - The applicant must submit the filing fee required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.
 - The application filing fee is \$40.
 - Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.
 - The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.
- Application approved/denied

The application is approved or denied based on the application and required documentation review.

- If deficiencies are identified in the review process

- The applicant is notified in writing of all deficiencies.
- The applicant must respond within 30 days of the written notice, or they must reapply.
- If the application is complete and the applicant's credentials pass validation, then the form is processed in LIS.

2.20.2. Reciprocal Certifications – Form Process

Once the application is reviewed and approved the following information is entered in LIS:

- Applicant name and social security number – The system is searched to determine if the person's record already exists.
 - If the record does exist, then the information is verified and updated if applicable and the recent registration information is added to the record.
 - If the record does not exist, a new person record is created. The first, last and middle names are entered separately. If the individual has a name suffix it is also entered separately.
- Form Code – The application (form) type is selected. (LPG Form 16R). A separate record is created for each form submitted. (I.e. expired registration.)
- Form Received Date – The date the application was received by AFS.
- Form Remarks – Notes are entered regarding any deficiencies found during review.
- Exam Category – LPG Transport driver employee-level certification is entered.
- Grade – A grade of 75% is entered.
- Renew qualification – The renew qualification status is active.
- Status – The status is Passed.
- Employer – The individual's licensed employer. The company is selected using the license number, and the active flag is set to Yes.
- Alternate address – The individual's personal mailing address is entered, if provided.
- Payment – The payment register number is pulled into LIS and a Payment Control Number is generated. The applicant's registration is attached to payment record for LPG Form 16R.

2.20.3. Reciprocal Certifications – Card Print Validation

Once the form process is complete, the certification card is requested to print. The system validates the certification status. If the record passes validation, then data is sent to an outside vendor for the cards to be printed and delivered to AFS. AFS mails the printed card to the applicant's company or their personal address if they do not have a company.

- The printed card needs to include the individual's name, RRC person ID, transport driver certification and expiration date.

2.21. Employee Transfers

A licensee, including ultimate consumers, that employs a person with an existing certification or exempt registration must transfer that individual to their license. Employees can also be transferred during a license application, license renewal or certification/exempt registration renewal. Fees required to be paid shall be those established by the Commission and in effect at the time of submission. See the Rules and Statutes table above in this document for details.

2.21.1. Employee Transfer – General Review

The licensee should submit the employee transfer form (Form 16A, 1016A or 2016A). They may instead submit a document with equivalent information notifying AFS of the transfer.

- Employee Transfer Form

The process begins when an employee transfer form is received. Once AFS receives the form, the AFS Licensing Specialist verifies the information on the form prior to processing. This includes verifying the following information:

- Employee name – The name of the certified person hired by the company.
- Employee's social security number
- Company name – The licensed company submitting the form. The name listed on the form must be the company name or a dba listed on LPG Form 1.
- Company license number – The RRC license number of the company submitting the form.
- Company telephone number – applicants should provide their employer's telephone number. It is not a required field.
- Company fax – applicants can provide their employer's fax number. It is not a required field.
- Applicant's alternate mailing address – applicants should list their personal mailing address. It is not a required field.
- Fee – The licensee must submit the transfer fee required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.
 - The transfer fee is \$10.
 - Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.

- The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.

- Employee Transfer Notice

Licenses have the option to submit a written notice with the information required by rule. The process begins when the written notice is received. Once AFS receives the notice, the AFS Licensing Specialist verifies the information on the notice prior to processing. This includes verifying the following information:

- Company Name
- Employee's name per RRC certification/Exempt registration
- Employee's SSN
- Fee – The licensee must submit the transfer fee required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.
 - The transfer fee is \$10.
 - Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.
 - The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.

- Employee Transfer During Renewal

Licenses may update their company representative during license renewal or add individuals during certification/exempt registration renewal, which requires an employee transfer. The process begins when the renewal is received with changes made. Once AFS receives the updated renewal, the AFS Licensing or Compliance Specialist verifies the information provided includes the following information:

- Employee's name per RRC certification/Exempt registration
- Employee's SSN
- Fee – The licensee must submit the transfer fee required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.

- The transfer fee is \$10.
 - Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.
 - The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.
- Transfer approved/denied

The transfer is approved or denied based on the form/documentation review.

- If deficiencies are identified in the review process, then the company is notified in writing of all deficiencies.
- If the form/documentation passes validation, then the form is processed in LIS.

2.21.2. Employee Transfer – Form Process

Once the transfer form or notice is reviewed and approved. LIS is updated.

- Applicant name and social security number – The system is searched to determine if the person's record already exists.
 - If the record does exist, then the company information is updated.
 - If the record does not exist, then the company is notified in writing of the deficiency.
- Form Code – The form type is selected. (LPG Form 16A/1016A/2016A). A separate record is created for each form submitted. (I.e. previous transfer.)
- Form Received Date – The date the form/notice was received by AFS.
- Form Remarks – Notes are entered regarding any deficiencies found during review.
- Employer – The employer is updated.
 - Any existing company records listed as Yes for active are update to No.
 - The company listed on the form/notice is added by selecting the license number, and the active flag is set to Yes.
- Alternate address – The individual's personal mailing address is updated, if applicable.
- Payment – The payment register number is pulled into LIS and a Payment Control Number is generated. The applicant's registration is attached to payment record for LPG Form 16A/1016A/2016A.

2.21.3. Employee Transfer – Card Print Validation

Once the form/notice process is complete, the certification/exempt registration card is requested to print. The system validates the certification status. If the record passes validation, then data is sent to an outside vendor for the cards to be printed and delivered to AFS. AFS mails the printed card to the company listed on the transfer.

2.22. Certification and Exempt Registration Renewals

All certifications, including reciprocals, and exempt registrations expire May 31st each year. By rule, individuals must pay their annual renewal fee by the deadline. LPG certifications must also meet Continuing Education (CE) requirements, as applicable. Individuals that passed a certification examination, which requires Training, prior to attending training must complete training as part of the renewal process. Failure to meet all renewal requirements by the deadline results in an expired certification/registration, and the individual must pay the rule required renewal late fee. Individuals may renew an expired certification/registration up to two years after the expiration date. Failure to renew within two years requires the individual to begin the Certification/Registration process over. See the Rules and Statutes table above in this document for details.

2.22.1. Certification/E.R. Renewal – Renewal Letter Generation

By rule, AFS is required to notify all individuals with an active certification/registration in writing regarding their annual renewal. The notice (annual renewal letter) is required to be sent by March 15th each year. The notice for individuals employed by an active licensed company, including ultimate consumers, is mailed to the company using their Form 1/1001/2001 address. The letter lists each of the licensee's certified employees, the last four digits of their SSN/RRC ID and, if applicable, each employee's training/continuing-education due date. The notice for an individual that is not employed by an active licensed company is mailed to their personal address and includes their training/CE due date, if applicable.

2.22.2. Certification/E.R. Renewal – Renewal Received Review and Process

Renewals may be submitted using the mailed renewal notice or by submitting documentation regarding their certification/registration renewal along with the required renewal payment.

2.22.3. Review of Renewal Letter Received

Upon receipt of a certification/registration renewal letter, the Licensing or Compliance Specialist will review the letter for any updates. The licensee or individual returns a copy of the letter with appropriate changes noted.

- If a company strikes through an individual listed on their renewal, then they are indicating the individual is no longer employed by their company. This individual's record is updated.
 - The individual is queried using their RRC ID or name and SSN.
 - The employer record is updated to change the active status to No for the company that submitted the renewal.

- If a company adds an individual to their list of employees, then they must list the individual's name and the four digits of their SSN. The individual is transferred to the company using the process detailed in Transfers.
- If a company or individual updates the name listed on the renewal, then their name is updated in LIS.
 - The individual is queried using their RRC ID or name and SSN.
 - The appropriate name field(s) is/are updated.

2.22.4. Review of Renewal Documentation Received

If a company or individual did not receive or has lost their renewal notice, then they may submit written documentation regarding the renewal. They may submit a copy of the individual's certification/registration card or a document stating the individual's name and RRC ID or the last four-digits of their SSN.

- If a company or individual indicates the name listed on their certification/registration is incorrect, then their name is updated in LIS.
 - The individual is queried using their RRC ID or name and SSN.
 - The appropriate name field(s) is/are updated.

2.22.5. Review of Renewal Fee

The licensee/individual must submit the required renewal fee and renewal late fees, as applicable, required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.

- Renewal Fees
 - The LPG certification renewal fee is \$35.
 - The CNG/LNG certification renewal fee is \$25.
 - The LPG/CNG exempt registration renewal fee is \$20.
- Renewal Late Fees
 - Renewal late fees are owed if the renewal is received after the May 31 deadline, or for specified LPG certifications, the training/CE requirement is not met by the deadline.
 - The renewal late fee for all certifications/registrations is \$20.
- Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.
- The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.

2.22.6. Renewal Approved/Denied

The renewal is processed based on the form/documentation review.

- If deficiencies are identified in the review process, then the company/individual is notified in writing of all deficiencies.
- If the form/documentation passes validation, then the form is processed in LIS.

2.22.7. Renewal Process

If the renewal passes review validation it is processed as follows:

- Query record(s)
 - If a licensee renewal list is submitted, then the license number is queried to pull all employee records.
 - If an individual certification renewal is submitted, then the individual is queried using their RRC ID or their name and the last four-digits of their SSN.
- All individuals being renewed are selected.
- If the renewal was received prior to the deadline and is being processed after the deadline, then the late fee is waived by using the bypass function.
- Payment is processed
 - If the register number is used, then the register number is entered and the process of generating the PCN is automated.
 - If the PCN has already been generated, then the PCN is entered.
- Renewal validation
 - If the individual did not submit the correct payment amount, including applicable late renewal fees the renewal will not pass validation and the renewal date will not be updated. A written notice is sent to the company/individual.
 - For specific LPG certifications, if the individual has a training/CE due date of May 31st of the current year that has not been completed, then the renewal will not pass validation and the renewal date will not be updated. A written notice is sent to the company/individual.
 - If the individual has paid all fees due and any applicable training/CE requirements have been completed, then the renewal is successful and the individual's renewal date is update to May 31st of the following year.

2.23. Certification/E.R. Renewal – Card Print Validation

As part of the completed renewal process, the certification/exempt registration card is requested to print. The system validates the certification/registration status, renewal date and training/CE due date. If the record passes validation, then data is sent to an outside vendor for the cards to be printed and delivered to AFS. AFS mails the printed card to the company/individual.

2.24. Completion Report

A licensee that installs an LPG/CNG/LNG container as a commercial installation, with an aggregate capacity below the specified threshold, must submit a completion report to AFS within 30 calendar days following completion. The threshold for: LPG installations is less than 10,000 gallons; CNG installations is less than 84,500 standard cubic feet; LNG installations is less than 15,540 gallons. All commercial installations must be made by a licensed company, whose license covers the installation of stationary containers, or an exempt registrant. Fees required to be paid shall be those established by the Commission and in effect at the time of submission. See the Rules and Statutes table above in this document for details.

2.24.1. Completion Report – General Review

The process begins when the completion report form (Form 501, 1501 or 2501). is received. Once AFS receives the form, the AFS Compliance Specialist verifies the information on the form prior to processing. This includes verifying the following information:

- Name of Facility – Name of the facility where the container/rack/cylinders are installed.
- Facility Mailing Address – Address where mail can be received regarding this installation.
- Physical/geographical location same as mailing address – If the mailing address and physical location are the same check the box and leave the Physical/Geographical Location/911 Address fields blank.
- Physical/Geographical Location/911 Address – Physical location of the installation.
 - If the location has a 911 address (usually the same as mailing address), then that address is preferred.
 - If the location does not have a 911 address, then the licensee provides a description of the installation's location using the nearest major intersection as the point of reference. (I.e. 1 mile north of the intersection of IH-35 and 290 on the left.)
- County of installation – Name of the county where the installation is located.
- GPS Coordinates – The installation's latitude and longitude in decimal degrees.
- Type of Installation – The type of installation is selected. The installations listed are determined by fuel type.
- Installation License Number – Specific installation types require a license to operate. The facility operator's license number is verified.
- Installation Completion Date – Date the installation was completed, verified as safe and meeting all rule requirements, and placed in service.
- Application Type – Selected from the following:
 - New: this is the first LPG container installation at this location.

- Container relocation: an existing container at this location/property was moved within the same location/property.
- Container addition: a container has been added to a location with an existing container, where the original container will remain in service.
- Container replacement: a container has been installed at a location to replace an existing container. (The original container(s) will be removed.)
- Container/Cylinder Information: The installer lists each container separately and provides the following information:
 - Manufacturer Name: The name of the container manufacturer
 - Serial number: The manufacturer's serial number listed on the container's manufacturer data plate
 - Working/Service Pressure: The working/service pressure listed on the container's manufacturer data plate
 - Aboveground/underground – Select if the container is installed aboveground (AG) or underground (UG).
 - API/ASME/DOT – The specification to which the container was built. American Petroleum Institute (API), American Society of Mechanical Engineers (ASME) or US Department of Transportation (DOT).
 - Capacity – The water capacity in gallons or capacity in cubic feet listed on the container's manufacturer data plate.
 - Year Built – The year the container was manufactured as listed on the container's manufacturer data plate.
- Cylinder Exchange/Storage Rack – The installer lists each rack separately and provide the number and size of cylinders in the rack.
- Secured/Fenced Cylinder Storage Area (without the use of racks) – The installer lists the number of cylinders in the secured or fenced area and the size of the cylinders being stored.
- Installing Company – Name and signature of company representative; company name, license number and telephone number. The installer must have an active license, whose category allows container installation or for LPG be an exempt registrant.
- Fee – The licensee must submit the submission fee required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.
 - The completion report fee is \$10 per container/cylinder, exchange/storage rack and cylinder storage area.

- If the completion report is returned due to deficiencies, then the resubmission fee is \$35 per report.
- Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.
- The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.

2.24.2. Completion Report – Submission approved/denied

The completion report is approved or denied based on the form review.

- If missing information is identified or it is determined licensing requirements have not been met during the review process, then the company is notified in writing of all deficiencies.
- If the form passes validation, then the form is processed in LIS.

2.24.3. Completion Report – Form Process

Once the completion report is reviewed and approved. LIS is updated.

- Determine if a new site record needs to be created

The facility name and location are queried to determine if the installation has a site record in LIS. This is completed regardless of the application type selected to avoid duplication of site records.

- If a site record is not found, then a site is created during the data entry process.
- If a site record is found, then the site is queried during the data entry process.
- Enter form data
 - Site data

The following information is entered/updated for the installation's site record.

- Site ID – The unique identifier for the site in LIS.
 - If a site record exists for the installation, then it is queried and any changes in the data below are updated.
 - If a site record does not exist for the installation, then the data below is entered and a site id is generated.
- Site Name – Name of the facility listed on application.
- GPS Coordinates – The installation's longitude and latitude.

- Compliance staff researches the appropriate coordinates to enter, regardless of the coordinates listed.
 - The coordinates from Google Earth are used to align with GPS coordinates used in Global Mapper, used by AFS inspectors, and the RRC's GIS viewer, used by RRC staff and the public for viewing regulation facilities/installations.
 - The online filing process will need to determine the correct coordinates without staff verification.
- Site Status – If the form is approved the status is Complete; if the form is denied the status is Incomplete.
- Product type – LPG/CNG/LNG, which is determined by the form type submitted.
- Acronym – The type of installation selected on the form. The list of available acronyms is based on product type selected.
- Mailing Address – The address type selected is Mailing. The facilities mailing address listed on the form is entered.
- Location – Physical location of the installation listed on the form.
- Nearest City – The city listed in the location.
- County – Name of the county listed in the location.
 - The installation county is verified when the GPS coordinates are determined.
- District – The district is determined by the county entered.
 - Some counties are split between districts. For these installations, the Compliance Specialist selects the correct district.
- Location Zip – The zip code listed in the location.
- Site Contact – The name of the company representative listed on the form is entered for new sites. This field is not updated for existing sites.
- Site Phone – The company phone number listed on the form is entered for new sites. This field is not updated for existing sites.
- Site Ownership – Each site must be attached to a company record and a specified company branch. For installation's that require a license the site owner must be a licensed company.

- If the installation has an existing record, then the company record is verified.
 - If the facility name is the same, then no change in ownership is required.
 - If the facility name has changed then the new name is queried for an existing record.
 - a. If an existing record is found, then the site ownership is changed to the existing company's main branch.
 - b. If an existing record is not found, then the existing company record is queried to determine if there are other sites attached to the company record.
 - i. If there are no other sites attached to the company, then the company name is updated.
 - ii. If there are other sites attached to the company, then a new company, with a main company branch, is created. The site's owner is updated as the new company and the main company branch is selected.
- If the site is being created, then the company is queried for an existing record.
 - If an existing record is found, then the site is attached to the main branch of the existing company.
 - If an existing record is not found, then a new company, with a main company branch, is created. The site's owner is entered as the new company and main company branch is selected.

- Plan data

The following information is entered to create the site container's plan record.

- Plan ID – The unique identifier for the plans submitted. The plan id is a sequential number that is auto generated by LIS.
- Application Code/Desc. – The form (501/1501/2501) submitted is selected.
- Installer – The licensee submitting the form is selected.
- Received Date – The date the completed form is received.
- Posting Date – The postmark date of completion reports submitted by mail or the received date of forms submitted by fax or email.

- **Constructed Completed Date** – The installation completion listed on the form.
- **Deficiency found** – If deficiencies were found during the form review or the facility or installer have licensing issues then Yes is selected. If no deficiencies were found, then No is selected.
- **Approval Status** – If deficiencies were found during the form review or the facility or installer have licensing issues then Pending is selected. If no deficiencies were found, then Accepted is selected.
- **Remarks** – Any deficiencies found are noted in remarks.
- **New Aggregate Water Capacity** – If the installation exists, then the aggregate water capacity of the site is determined based on the capacity of all active containers.
 - If the capacity of the installation is above the threshold for a completion report, then the completion report is given to the AFS Licensing and Compliance Manager for review to determine if the Large Capacity Installation process needs to be completed.
- **Container/Cylinder, Exchange/Storage Rack and Cylinder Storage Area data**

The plan is attached each container/cylinder, exchange/storage rack and cylinder storage area (container) listed in the form. The following information is entered for each container type:

- **Container/Cylinder Information:**
 - **Manufacturer/Cylinder Rack Name:** The name of the container manufacturer listed on the form is selected from the list of manufacturers. If the “container” is a cylinder exchange rack or storage area, then Cylinder Rack is selected.
 - **Serial number:** The manufacturer’s serial number listed on the form is entered for containers/cylinders. The serial number is not entered for cylinder exchange/storage racks or storage areas.
 - **Working Pressure:** The working/service pressure listed on the form is entered for containers/cylinders. The working/service pressure is not entered for cylinder exchange/storage racks or storage areas.
 - **AG/UG** – If the container is installed aboveground, then AG is entered; if the container is installed underground, then UG is entered. AG/UG is not entered for cylinder exchange/storage racks or storage areas.
 - **API/ASME/DOT** – The specification indicated on the form. The specification is not entered for cylinder exchange/storage racks or storage areas.
 - **Year Built** – The container’s year built as indicated on the form. The year built is not entered for cylinder exchange/storage racks or storage areas.

- Capacity – The water capacity in gallons or capacity in cubic feet listed on the form. Capacity is not entered for cylinder exchange/storage racks or storage areas.
- Status – If the application does not have any deficiencies, then the status is Complete. If the application has deficiencies, then the status is Pending.
- Rack No. – Sequential number entered for each rack or storage area listed. Rack number is not entered for containers/cylinders.
- Cylinder No. – The number of cylinders in the exchange/storage rack or storage area listed on the form. Cylinder number is not entered for containers/cylinders.
- Cylinder Size – The size of the cylinders in the exchange/storage rack or storage area listed on the form. Cylinder size is not entered for containers/cylinders.
- Each container record created is attached to the plan.

- Payment

The payment register number is pulled into LIS and a Payment Control Number is generated. The plan id created is attached to payment record.

2.25. Application for Large Installations

A licensee that installs an LPG/CNG/LNG container as a commercial installation, with an aggregate capacity at or above the specified threshold, must submit an application for installation prior to beginning construction. The threshold for: LPG installations is 10,000; CNG installations is 84,500 standard cubic feet; LNG installations is 15,540 gallons. All commercial installations must be made by a licensed company, whose license covers the installation of stationary containers, or an exempt registrant. Fees required to be paid shall be those established by the Commission and in effect at the time of submission. See the Rules and Statutes table above in this document for details.

2.25.1. Large Installation Application – General Review

The process begins when the application for installation form (Form 500, 1500 or 2500) and required documentation is received. Once AFS receives the form and documentation, the Lead AFS Compliance Specialist verifies the information on the form and documentation submitted prior to processing. This includes verifying the following information:

- Application information
 - Installer's company name – The company name listed is required to match the company name or a dba listed on the application for license.

- Installer's license number – The installer must provide their license number. The installer must have an active license, whose category allows container installation or for LPG be an exempt registrant.
- Installer's mailing address – The installer should provide their mailing address.
- Installer's telephone number – The installer must provide the telephone number associated with the application.
- Installer's fax number – The installer may provide their fax number.
- Facility Name – Name of the facility where the container(s) will be installed.
- Geographical Location – Physical location of the installation.
 - If the location has a 911 address (usually the same as mailing address), then that address is preferred.
 - If the location does not have a 911 address, then the licensee provides a description of the installation's location using the nearest major intersection as the point of reference. (I.e. 1 mile north of the intersection of IH-35 and 290 on the left.)
- Facility Contact Person and Title – The person of contact at the facility regarding this installation.
- GPS Coordinates – The installation's latitude and longitude in decimal degrees.
- Facility Mailing Address – Address where mail can be received by the facility regarding this installation.
- Retail Facility – CNG applicants must indicate (Yes/No) if the installation is for retail use.
- Type of Installation – The type of installation is selected. The installations listed are determined by fuel type.
- Installation Type Additional Information – The applicant provides a description of the facility's use, optional for some installation types.
- Aggregate Capacity of Containers to be Installed – The total capacity of the container(s) listed on the application.
 - All capacities listed on the form for LPG and LNG will be in gallons; for CNG standard cubic feet.
- If Existing Installation – If the container(s) listed will be added to or replace a container currently installed at an existing installation, then this section is completed.
 - Aggregate capacity of existing installation – The total capacity of all LPG/CNG/LNG containers currently installed at the location.

- Serial number(s) of existing container(s) – LPG applicants must provide the manufacturer’s serial number listed on the container.
- Aggregate capacity of container(s) to be moved or disconnected – LPG applicants must provide the total capacity of all LPG/CNG/LNG containers planned to be moved or disconnected as part of the container installation.
- Aggregate capacity after installation is completed – LPG applicants must provide the total capacity of all containers after any existing container(s) are removed, if applicable, and the proposed container(s) is/are installed.
- Application type – For CNG and LNG applications, the applicant chooses if the container’s installation will be installed for new, used or replacement. The applicant may also provide additional information regarding the application type.
- Container Information:
 - Container(s) condition – The installer selects from: New, Used or Both
 - If container(s) were previously installed – Information on the installation where the container was previously in use. This is used to determine if Form 23/1023/2023 may be submitted in lieu of container testing.
 - Geographical location
 - Type of installation
 - Facility operator/name
 - Type of service for LPG – such as LPG/anhydrous ammonia/other
 - Container condition verified – The installer selects from Form 8/1008/2008, Form 23/1023/2023 or manufacturers data report to indicate the documentation required/submitted.
 - Container(s) – The installer lists each container proposed to be installed separately and provides the following information:
 - Manufacturer Name: The name of the container manufacturer
 - Serial number: The manufacturer’s serial number listed on the container’s manufacturer data plate
 - Capacity – The water capacity in gallons or capacity in cubic feet listed on the container’s manufacturer data plate.
 - Year Built – The year the container was manufactured as listed on the container’s manufacturer data plate.

- Working/Service Pressure: The working/service pressure listed on the container's manufacturer data plate
- Distances – Distance measurements from the proposed container(s) to key features of the installation, which must meet the rule requirements for minimum distances of separation. The minimum distances are specific to the fuel type.
 - nearest highway/public street for all fuel types
 - electrical transmission line for all fuel types
 - nearest building for all fuel types
 - other type fuel containers (gasoline, diesel, etc.) for all fuel types
 - other type fuel dispensers (gasoline, diesel, etc.) for all fuel types
 - property lines – north, south, east and west for all fuel types
 - bulkhead/point of transfer for LPG and LNG installations
 - nearest LPG container for LPG installations
 - railroad for CNG installations
 - pipeline for CNG installations
 - roadway R.O.W for CNG installations
 - sidewalk for CNG installations
 - nearest source of ignition for LNG installations
 - material handling equipment for LNG installations
- Real Property Owner Notification – Real property owners must be notified of the installation per rule and are given an opportunity to submit an objection.
 - number of real property owners notified – The number of real property owners notified by the applicant.
 - date of notification – The postmark date of the notification(s) sent or the date hand delivered by the applicant.
 - proof of notification – The applicant indicates if they have submitted the proof of notification required by rule.

- Signature – The printed name and signature of company representative and the date the application was signed.
- Fee – The licensee must submit the submission fee required by rule. The fee is determined by rule. Fees can be submitted via mail as a check or money order or through the RRC Payment Portal.
 - The application for installation fee is \$50.
 - If the application is returned due to deficiencies, then the resubmission fee is \$30.
 - Mailed payments are processed by RRC Finance and manually entered in RMS. RMS generates a register number, which is stamped on the mailed form.
 - The RRC Payment Portal processes payments through a bridge with the texas.gov online payment system. Completed payments receive a register number in RMS. The applicant must submit a copy of the online payment receipt with their form.
- Required documentation
 - Proof of real property owner notification. Installers must notify all real property owners within a 500-foot radius of the proposed container(s) location.
 - If the installer is replacing an existing container with a container of the same or less overall diameter and length or height, and is installing the replacement container in the identical location of the existing container, then they are not required to notify real property owners.
 - Notice of Proposed Installation Form 500A/1500A/2500A
 - The installer must provide a copy of the notice of proposed installation for each property owner must be submitted.
 - Certified mail receipts from post office or document of hand delivered notice.
 - The installer must provide a copy of the certified mail receipt for each notice of proposed installation sent must be received, unless the notice was hand delivered.
 - If the notice is hand delivered, then the installer must provide a notice that has been completed and signed by the property owner, or a statement the property owner has signed stating the notice was received with the date of receipt.

- List of real property owners notified.
 - The installer must provide a list of each property within the notification area including the property owner's name, property address, appraisal district's property id and mailing address.
 - Plat drawing.
 - The installer must provide a plat drawing from the appropriate appraisal district identifying the facility's property boundaries, a 500-foot radius measured from the proposed container location, and the names of all real property owners within 500 feet.
 - A property identification document from the appropriate appraisal district for each property identifying the real property owner's name and mailing address. The property ID on the document must match the property ID listed on the plat drawing.
 - Each property within the radius on the plat drawing must be on the list of real property owners notified and a notice of proposed installation and certified mail receipt must be submitted for each property listed.
 - The address on the certified mailed receipt must match the address on the appraisal district property identification document for each real property owner.
 - If a person owns more than one real property, then they are only required to receive one notice as long as the address from the appraisal district is the same for each property.
- Site Plan
 - The installer must provide a site plan of sufficient scale that includes all items required by rule to verify proper distance requirements.
 - The distances on the form and the site plan must match for each measurement.
 - The measurement for each item required to be identified must meet the minimum distance required.
 - TXDOT Permit – For new installations accessed by a public highway under the jurisdiction of the Texas Department of Transportation (TXDOT), the installer must submit a statement or permit from TXDOT showing that the driveway is of proper design and construction to allow safe entry and egress of the LPG/CNG/LNG transports.
 - Container verification – One of the following documents must be submitted:

- The installer submits Form 8/1008/2008 for used containers that have been tested and proven safe for LPG/CNG/LNG service.
 - The test must be performed by a Category B or O licensee.
- The installer submits Form 23/1023/2023 for used containers in lieu of container testing. The container must meet rule requirements for the statement to be accepted.
- The installer submits a manufacturer's data report for new containers.

- Real property owner objections

Each real property owner may submit the notice of proposed installation form (Form 500A/1500A2500A) to AFS objecting to the proposed installation. The form must be submitted with 18 days of the real property notification packet's postmark date or the date of the signed statement if hand delivered. The submitted form is reviewed to determine if the objection(s) listed is/are valid per rule.

- If the form was received after the deadline, then the form is not processed.
- If the form was received within the deadline, then any objections listed are reviewed to determine if they are valid per rule.
 - If the objection is not valid, then the property owner is notified that the objection does not meet the criteria for a valid objection. The property owner is given the opportunity to respond with additional information or a different objection. The property owner has 10 days to submit their response.
 - If the form was received after the deadline, then the form is not processed.
 - If the form was received within the deadline, then any objections listed are reviewed to determine if they are valid per rule.
- If the objection is not valid, then the property owner is notified that the objection does not meet the criteria for a valid objection.
- If the objection is valid, then the RRC Hearings department is notified to begin the hearings process.
 - If the objection is valid, then the RRC Hearings department is notified to begin the hearings process.

- 18.1.4. Application approved/denied

The application is approved or denied based on the form review.

- If missing information or documentation is identified or it is determined licensing requirements have not been met during the review process, then the company is notified in writing of all deficiencies.
- If the form passes validation, then the form is processed in LIS.

2.25.2. Large Installation Application – Form Process

Once the application reviewed and approved. LIS is updated.

- Determine if a new site record needs to be created

The facility name and location are queried to determine if the installation has a site record in LIS. This is completed regardless of the application type selected to avoid duplication of site records.

- If a site record is not found, then a site is created during the data entry process.
- If a site record is found, then the site is queried during the data entry process.
- Enter form data
- Site data

The following information is entered/updated for the installation's site record.

- Site Ownership – Each site must be attached to a company record and a specified company branch. For installation's that require a license the site owner must be a licensed company.
 - If the installation has an existing record, then the company record is verified.
 - If the facility name is the same, then no change in ownership is required.
 - If the facility name has changed then the new name is queried for an existing record.
 - If an existing record is found, then the site ownership is changed to the existing company's main branch.
 - If an existing record is not found, then the existing company record is queried to determine if there are other sites attached to the company record.
 - If there are no other sites attached to the company, then the company name is updated.
 - If there are other sites attached to the company, then a new company, with a main company branch, is created. The site's owner is updated as the new company and the main company branch is selected.
- If the site is being created, then the company is queried for an existing record.

- If an existing record is found, then the site is attached to the main branch of the existing company.
- If an existing record is not found, then a new company, with a main company branch, is created. The site's owner is entered as the new company and main company branch is selected.
- Site ID – The unique identifier for the site in LIS.
 - If a site record exists for the installation, then it is queried and any changes in the data below are updated.
 - If a site record does not exist for the installation, then the data below is entered and a site id is generated.
- Name – Name of the facility listed on application.
- Fuel type – LPG/CNG/LNG, which is determined by the form type submitted.
- Site Status – If the form is approved the status is Tentative; if the form is denied the status is Unapproved.
- Site Type – The type of installation selected on the form. The list of available acronyms is based on product type selected.
- Vehicle Id No. – This field is not entered for stationary installations; therefore, it is not completed in this process.
- GPS Coordinates – The installation's longitude and latitude.
 - Compliance staff researches the appropriate coordinates to enter, regardless of the coordinates listed.
 - The coordinates from Google Earth are used to align with GPS coordinates used in Global Mapper, used by AFS inspectors, and the RRC's GIS viewer, used by RRC staff and the public for viewing regulation facilities/installations.
 - The online filing process will need to determine the correct coordinates without staff verification.
- Location – Physical location of the installation listed on the form.
- Location Zip – The zip code listed in the location.
- Nearest City – The city listed in the location.
- County – Name of the county listed in the location.

- The installation county is verified when the GPS coordinates are determined.
- District – The district is determined by the county entered.
 - Some counties are split between districts. For these installations, the Compliance Specialist selects the correct district.
- Site Contact – The name of the company representative listed on the form is entered for new sites. This field is not updated for existing sites.
- Site Phone – The company phone number listed on the form is entered for new sites. This field is not updated for existing sites.
- Container data

If the application is for an existing site, then the container information is updated; the status of any containers being removed/replaced is changed to Inactive; the container(s) proposed to be added are entered. If the application is for a new site, then the container(s) proposed to be added are entered when the site is created. The following information is entered for each container:

- Container Information:
 - Serial number – The manufacturer's serial number listed on the form is entered for containers/cylinders. The serial number is not entered for cylinder exchange/storage racks or storage areas.
 - Year Built – The container's year built as indicated on the form. The year built is not entered for cylinder exchange/storage racks or storage areas.
 - Manufacturer Name – The name of the container manufacturer listed on the form is selected from the list of manufacturers.
 - New Container Flag – If the application is for the installation of a newly manufactured container, then Yes is selected. If the container is used, then No is selected.
 - Used Container Flag – If the application is for the installation of a used container, then Yes is selected. If the container is newly manufactured, then No is selected.
 - If multiple containers are installed and some containers are new and some are used, then both the new and used container flags will be Yes.
 - Water Capacity – The water capacity in gallons for LPG and LNG listed on the form.

- Working Pressure – The working/service pressure listed on the form is entered for containers/cylinders.
 - AG/UG – If the container is installed aboveground, then AG is entered; if the container is installed underground, then UG is entered.
 - Wvscf – The capacity of a CNG installation in cubic feet listed on the form.
 - Dot Spec – The specification the container was built to. (API/ASME)
 - Status Code – If the application does not have any deficiencies, then the status is Tentative. If the application has deficiencies, then the status is Pending.
 - Cylinder Cascade No. – Not entered for containers/cylinders.
 - Cylinder Rack Cap. – Not entered for containers/cylinders.
 - Cylinder Size – Not entered for containers/cylinders.
 - Status Date – The date the status was entered/updated.
- Application data
 - Plan data

The following information is entered to create the site's plan record.

- Plan ID – The unique identifier for the plans submitted. The plan id is a sequential number that is auto generated by LIS.
- Application Code/Desc. – The form (500/1500/2500) submitted is selected.
- Installing Co. ID/Name – The licensee submitting the form is selected.
- Status Code/Desc. – If deficiencies were found during the form review or the facility or installer have licensing issues then Unaccepted is selected. If no deficiencies were found, then Accepted is selected.
- New Aggregate Water Capacity – The total capacity of all containers on site after any existing containers are removed/replaced and any containers proposed to be installed.
- Received Date – The date the completed form is received.
- Date Constructed was Completed – This field is not entered during the plan id creation. This field is entered once a written notice of installation completion is submitted after construction approval has been given.

- **Hearing Date** – This field is not entered during the plan id creation. If a hearing is scheduled per rule requirements, then the date is entered.
- **Deficiency found** – If deficiencies were found during the form review or the facility or installer have licensing issues, then Yes is selected. If no deficiencies were found, then No is selected.
- **Objections found** – If a valid objection was received, then Yes is selected. If no valid objections were received, then No is selected.
- **Is Site in Compliance** - This field is not entered during the plan id creation. If non-compliance items preventing the installation from being approved for service are cited during the RRC inspection, then Yes is selected. If there were no non-compliance items preventing the installation from being approved for service cited during the RRC inspection, then No is selected.
- **Attention** – The individual listed as the contact person for the application.
- **Remarks** – Any deficiencies found are noted in remarks.

○ **Site attached to plan ID**

The site record for the application is selected.

○ **Container attached to Plan ID**

The container(s) for the application is/are selected.

○ **Proposed Installation data**

The following information regarding the proposed installation is entered based on the application and additional document submitted:

- **Plat Plan Received?**
 - If the plat drawing from the appropriate appraisal district was received, then Yes is entered.
 - If the plat drawing from the appropriate appraisal district was not received, then No is entered, and a deficiency is indicated on the plan data.
- **Site Plan Submitted?**
 - If the site plan was received, then Yes is entered.
 - If the site plan was not received, then No is entered, and a deficiency is indicated on the plan data.
- **Container Dist. to Elec. Trans. line listed?**

- If the distance to the closest electric transmission line, if applicable, is listed on the application, then Yes is entered.
- If the property does not have an electric transmission line, then No is entered, but a deficiency is not indicated on the plan data.
- If the distance to the closest electric transmission line, if applicable, is not listed on the application, then No is entered, and a deficiency is indicated on the plan data.
- Container Dist. to Fuel Container listed?
 - If the distance to the closest fuel container (gasoline, diesel, etc.), if applicable, is listed on the application, then Yes is entered.
 - If the property does not have any fuel containers (gasoline, diesel, etc.), then No is entered, but a deficiency is not indicated on the plan data.
 - If the distance to the closest fuel container (gasoline, diesel, etc.), if applicable, is not listed on the application, then No is entered, and a deficiency is indicated on the plan data.
- Building Shown on Property?
 - If the distance to the closest building, if applicable, is listed on the application, then Yes is entered.
 - If the property does not have any buildings, then No is entered, but a deficiency is not indicated on the plan data.
 - If the closest building distance, if applicable, is not listed on the application, then No is entered, and a deficiency is indicated on the plan data.
- Distance to Railroad Listed?
 - For CNG installations, if the distance to any railroads on or adjacent to the property, if applicable, is listed on the application, then Yes is entered.
 - If the property does not have any buildings, then No is entered, but a deficiency is not indicated on the plan data.
 - For CNG installations, if the distance to any railroads on or adjacent to the property, if applicable, is not listed on the application, then No is entered, and a deficiency is indicated on the plan data.
- Adj. Container in Mult. Container Site?

- If the distance to the closest adjacent LPG/CNG/LNG container is listed on the application, then Yes is entered.
- If the property does not have an adjacent LPG/CNG/LNG container, then No is entered, but a deficiency is not indicated on the plan data.
- If the distance to the closest adjacent LPG/CNG/LNG container is either not listed on the application or the distance is not confirmed on the site plan received, then No is entered, and a deficiency is indicated on the plan data.
- Is bulkhead/point of transfer listed?
 - If the distance to the closest LPG/LNG bulkhead or CNG point of transfer is listed on the application, then Yes is entered.
 - If the bulkhead/point of transfer distance is not listed on the application, then No is entered, and a deficiency is indicated on the plan data.
- Number of Tanks to be Installed – The number of containers/cylinders listed on the application.
- Cond. Verification
 - If the application indicates that condition verification documentation is being submitted and a copy of the selected document is submitted and approved, then the document submitted is indicated.
 - Manufacturer's data report
 - Form 8
 - Form 23
 - If the application indicates that condition verification documentation is being submitted and a copy of the selected document is submitted and denied then None is selected, and a deficiency is indicated on the plan data.
 - If the application does not indicate that a condition verification document is being submitted or a copy of the document indicated is not received, then None is selected, and a deficiency is indicated on the plan data.
- Distance to HWY listed?
 - If the distance to the nearest highway or roadway R.O.W. is listed on the application, then Yes is entered.

- If the nearest highway or roadway R.O.W. is not listed on the application, then No is entered, and a deficiency is indicated on the plan data.
- Distance to Bulkhead
 - If the distance to the LPG/LNG bulkhead or CNG material handling equipment is listed on the application and confirmed on the site plan received, then the distance is entered.
 - If the distance to the LPG/LNG bulkhead or CNG material handling equipment is either not listed on the application or the distance is not confirmed on the site plan received, then the field is left blank, and a deficiency is indicated on the plan data.
- Distance to Elect. Trans. line
 - If the distance to the closest electric transmission line is listed on the application and confirmed on the site plan received, then the distance is entered.
 - If the property does not have an electric transmission line, then the field is left blank, but a deficiency is not indicated on the plan data.
 - If the distance to the closest electric transmission line is either not listed on the application or the distance is not confirmed on the site plan received, then the field is left blank, and a deficiency is indicated on the plan data.
- Distance to other Fuel Container
 - If the distance to the closest fuel container (gasoline, diesel, etc.) is listed on the application and confirmed on the site plan received, then the distance is entered.
 - If the property does not have any fuel containers (gasoline, diesel, etc.), then the field is left blank, but a deficiency is not indicated on the plan data.
 - If the distance to the closest fuel container (gasoline, diesel, etc.) is either not listed on the application or the distance is not confirmed on the site plan received, then the field is left blank, and a deficiency is indicated on the plan data.
- Distance to Building
 - If the distance to the closest building is listed on the application and confirmed on the site plan received, then the distance is entered.

- If the property does not have any buildings, then the field is left blank, but a deficiency is not indicated on the plan data.
- If the distance to the closest building is either not listed on the application or the distance is not confirmed on the site plan received, then the field is left blank, and a deficiency is indicated on the plan data.
- Distance to HWY
 - If the distance to the nearest highway or roadway R.O.W. is listed on the application and confirmed on the site plan received, then the distance is entered.
 - If the distance to the nearest highway or roadway R.O.W. is either not listed on the application or the distance is not confirmed on the site plan received, then the field is left blank, and a deficiency is indicated on the plan data.
- Distance to Property Line
 - If the distance to each property line, north, south, east and west, are listed on the application and confirmed on the site plan received, then the distances are entered.
 - If the distance to each property line is either not listed on the application or the distance is not confirmed on the site plan received, then the field is left blank, and a deficiency is indicated on the plan data.
- Lease Agreement required?
 - If the property the installation will be located on is leased by the operator, then Yes is entered.
 - If the property the installation will be located on is owned by the operator per county appraisal district plat drawing, then No is entered.
- Lease Agreement Received Date
 - If a copy of a lease agreement is required and received, then the date it was received is entered.
 - If a lease agreement is not required, then the field is left blank, but a deficiency is not indicated on the plan data.
 - If a copy of the lease agreement is required and not received, then the field is left blank, and a deficiency is indicated on the plan data.

- Distance to Adj Container
 - If the distance to the closest adjacent LPG/CNG/LNG container is listed on the application and confirmed on the site plan received, then the distance is entered.
 - If the property does not have any buildings, then the field is left blank, but a deficiency is not indicated on the plan data.
 - If the distance to the closest building is either not listed on the application or the distance is not confirmed on the site plan received, then the field is left blank, and a deficiency is indicated on the plan data.

○ Objections data

The following information regarding notice to property owners and objections is entered based on the application and additional document submitted:

- Number of Property Owners – The number of real property owners required to be notified by the installer.
- Date Certified Mail Sent – The postmark date indicated on the certified mail receipt. The oldest postmark date is entered if the notices were mailed on multiple days.
 - If the notice was hand delivered, then the date of the signed statement is used instead of the postmark date.
- Date Certified Mail Received – The date AFS receives copies of the certified mail receipts from the installer indicating the property owners were notified.
- Property Owner Response Date – The response date is calculated 18 calendar days from the date the last notice was mailed/hand-delivered.
- Number Objections – The total number of Form 500A/1500A/2500As that were received.
- Number Valid Objections – The total number of Form 500A/1500A/2500As that have a valid objection.
- Proper notif. Sent to Prop. Owners?
 - If all documents required to be sent to real property owners was mailed or hand-delivered to all real property owners within the notification area, then Yes is entered.

- If documents required to be sent to real property owners are missing, then No is entered, and a deficiency is indicated on the plan data.
 - If documents required to be sent to real property owners was not mailed or hand-delivered to all real property owners with the notification area, then No is entered, and a deficiency is indicated on the plan data.
 - Objection Reason – If a valid objection is received, then a remark is entered explaining the objection reason listed on the Form 500A/1500A/2500A.
- Payment

The payment register number is pulled into LIS and a Payment Control Number is generated. The plan id created is attached to payment record.

2.26. Application for Mobile Installations

A licensee, original vehicle manufacturer (OVM), or ultimate consumer that installs an LPG/CNG/LNG motor fuel system on converts a school bus, mass transit, public transportation, or special transit vehicle, must submit a notice of complete installation to AFS following the completed installation of the motor fuel system. The vehicle cannot be operated until the RRC inspection is completed, except for public transportation vehicles if the RRC inspection is not completed within 30 days. Fees required to be paid shall be those established by the Commission and in effect at the time of submission. See the Rules and Statutes table above in this document for details.

2.26.1. Mobile Installations – General Review

The process begins when the notice of complete installation form (Form 503, 1503 or 2503). is received. Once AFS receives the form, the AFS Compliance Specialist verifies the information on the form prior to processing. This includes verifying the following information:

- Installing Company Type – Selects from Licensee, Ultimate Consumer or OVM
- Converted Vehicle Type – Selects from school bus(es), mass transit vehicle(s), special transit vehicle(s) or public transportation vehicle(s).
- Installing Company Name – Name of the licensee, OVM, or ultimate consumer submitting the form. If the installer is a licensee, then the name listed must be the company name or a dba listed on the application for license.
- Installer's License Number – The license number is required if the installer is a licensed company; if so, the license number is verified. If the installer is an OVM or ultimate consumer a license is not required, and this field is left blank.
- Installer's Mailing Address – If the installer is not a licensee, then they must provide their mailing address.
- Installer's Telephone Number – If the installer is not a licensee, then they must provide their telephone number.

- Installer's Fax Number – The applicant can provide their fax number.
- Operating Entity – Name of the transit authority, political subdivision or school, etc. that will operate the vehicle(s).
- Operating Entity's Mailing Address – Address of the entity operating the vehicles, where mail can be received regarding this installation.
- Operating Entity's Telephone Number – Phone number of the entity operating the vehicles, regarding this installation.
- Physical/Geographical Location – Physical location of the installation.
 - If the location has a mailing/911 address (usually the same as mailing address), then that address is preferred.
 - If the location does not have a mailing/911 address, then the licensee provides a description of the installation's location using the nearest major intersection as the point of reference. (I.e. 1 mile north of the intersection of IH-35 and 290 on the left.)
- Signature – The printed name and signature of company representative and signature date.
- Vehicle Information: The installer lists each vehicle separately and must provide the following information:
 - Operating Entity's Unit Number – an optional field where the entity operating the vehicle indicates the vehicle's unit number they have assigned.
 - Number of Containers – the number of LPG/CNG/LNG containers installed on the vehicle.
 - Serial number: The manufacturer's serial number listed on the container's manufacturer data plate
 - Container(s) Aggregate Capacity – The total water capacity in gallons or capacity in cubic feet of the installed container(s).
 - Vehicle Identification Number – the VIN assigned by the OVM.
- Container's Manufacturer: The name of the installed containers' manufacturer.
- Container's Working/Service Pressure: The working/service pressure of the installed container(s).

2.26.2. Mobile Installations – Submission approved/denied

The notice of complete installation is approved or denied based on the form review.

- If missing information is identified or it is determined licensing requirements have not been met during the review process, then the company is notified in writing of all deficiencies.
- If the form passes validation, then the form is processed in LIS.

2.26.3. Mobile Installations – Form Process

Once the application reviewed and approved. LIS is updated.

- Determine if a new site record needs to be created

The facility name and VIN are queried to determine if the installation has a site record in LIS. This is completed regardless of the application type selected to avoid duplication of site records.

- If a site record is not found, then a site is created during the data entry process.
- If a site record is found, then the site is queried during the data entry process.

- Enter form data
 - Site data

The following information is entered/updated for each vehicle listed.

- Site Ownership – Each site must be attached to a company record and a specified company branch. For installation's that require a license the site owner must be a licensed company.
 - If the installation has an existing record, then the company record is verified.
 - If the facility name is the same, then no change in ownership is required.
 - If the facility name has changed then the new name is queried for an existing record.
 - a. If an existing record is found, then the site ownership is changed to the existing company's main branch.
 - b. If an existing record is not found, then the existing company record is queried to determine if there are other sites attached to the company record.
 - i. If there are no other sites attached to the company, then the company name is updated.
 - ii. If there are other sites attached to the company, then a new company, with a main company branch, is created. The site's owner is updated as the new company and the main company branch is selected.
 - If the site is being created, then the company is queried for an existing record.

- If an existing record is found, then the site is attached to the main branch of the existing company.
- If an existing record is not found, then a new company, with a main company branch, is created. The site's owner is entered as the new company and main company branch is selected.
- Site ID – The unique identifier for the site in LIS.
 - If a site record exists for the installation, then it is queried and any changes in the data below are updated.
 - If a site record does not exist for the installation, then the data below is entered and a site id is generated.
- Name – Name of the entity operating the unit listed on the application.
- Fuel type – LPG/CNG/LNG, which is determined by the form type submitted.
- Site Status – If the form is approved the status is Complete; if the form is denied the status is Incomplete.
- Site Type – The type of installation selected on the form. The list of available acronyms is based on product type selected.
- Vehicle Id No. – The Vehicle Identification Number listed on the form.
- GPS Coordinates – Not entered for vehicles.
- Location – Physical location of the installation listed on the form.
- Location Zip – Not entered for vehicles.
- Nearest City – The city listed in the location.
- County – Name of the county listed in the location, if provided.
- District – The district is determined by the county entered.
 - Some counties are split between districts. For these installations, the Compliance Specialist selects the correct district.
- Site Contact – The name of the company representative listed on the form is entered for new sites. This field is not updated for existing sites.
- Site Phone – The company phone number listed on the form is entered for new sites. This field is not updated for existing sites.

- Container data is not entered.
- Plan data
 - The following information is entered to create the plan record for the vehicle(s) site(s). If more than one vehicle is listed on the application all sites created must be attached to the plan (one plan id).
 - Plan ID – The unique identifier for the plans submitted. The plan id is a sequential number that is auto generated by LIS.
 - Application Code/Desc. – The form (503/1503/2503) submitted is selected.
 - Installing Co. ID/Name – The licensee, OVM or ultimate consumer submitting the form is selected.
 - Status Code/Desc. – If deficiencies were found during the form review or the facility or installer have licensing issues then Unaccepted is selected. If no deficiencies were found, then Accepted is selected.
 - Received Date – The date the completed form is received.
 - Date Constructed was Completed – This field is not entered during the plan id creation. This field is entered once the inspection is completed.
 - Deficiency found – If deficiencies were found during the form review or the facility or installer have licensing issues, then Yes is selected. If no deficiencies were found, then No is selected.
 - Attention – The individual listed as the contact person for the application.
 - Remarks – Any deficiencies found are noted in remarks.
 - Site attached to Plan ID

The site record for each vehicle is selected and attached to the Plan ID.

2.27. Inspections

All regulated alternative fuel sites (stationary or mobile installations) must be inspected on a regular basis. Performing a minimum number of inspections is a key LBB performance measure. See the Rules and Statutes table above in this document for details.

2.27.1. Inspections – General Review

Most inspections conducted are based on the AFS Annual Inspection Schedule (Annual Schedule). Inspections can also be conducted through field-initiated inspections or upon special request. AFS Inspectors create a weekly inspection route based on the Annual Schedule and any special requests they have been assigned. A field inspection of the site is conducted, and an inspection report is completed

- AFS Annual Inspection Schedule Generated

The Annual Schedule is generated at the beginning of the fiscal year. Sites are listed on the schedule based on the inspection interval, last inspection date and installation type. Inspection intervals are based on installation type. The Annual Schedule lists all sites due for an inspection within the upcoming fiscal year.

- The Annual Schedule is generated in the LIS database. The LIS report that creates the schedules is only run once per year, due to the current process.
- A separate schedule is created for each AFS District.
 - There are 18 districts, with one inspector assigned to each district.
 - Districts are comprised of assigned counties.
 - Some counties are assigned to multiple districts.
- The schedule is generated as both a PDF and an Excel file format.
- The files are emailed to each inspector; an inspector can also print their schedule to have a physical copy in their RRC assigned truck.
- Inspection reasons

An inspection may be conducted for any of the following reasons.

- **Unscheduled, never inspected** – no record of installation; never been inspected.
 - A site will fall into this category if an inspector observes the alternative fuel installation while in the field and it is not listed on the Annual Schedule or the Master List.
 - The Master List is an LIS generated report listing all sites within the district that have a status other than disposed.
 - The Master List is also generated at the beginning of the fiscal year but can be generated at any time.
 - The Master List allows an inspector to see a list of all sites in their district so that they know about installations when in a particular area.
- **Unscheduled, previously inspected** – an installation that has been inspected before, but the site is not on the current Annual Schedule.
 - A site will fall into this category if the inspector is in the area, especially if the are at the same location, and they inspect the site.
 - These sites can be found on the Master List.

- These include truck sites where an inspection was requested to complete the truck registration process. See section 1.6 Licensing-Truck registration/Re-registration/transfer for details.
- Scheduled, never inspected – an installation that has not had an initial inspection and is on the current Annual Schedule.
 - A site will fall into this category if a completion report or application for installation has been submitted and entered.
- Scheduled, previously inspected – an installation that has been previously inspected and is on the current annual schedule due to the installation type and inspection interval.
- Complaint – an inspection is conducted because a complaint was submitted and requires an on-site investigation.
- Accident – an inspection is conducted because an accident has been reported and requires an on-site investigation.
- Special – an inspection is conducted due to special request by Austin office. (E.g., Final approval, site evaluations, Director requests, etc.).
- Weekly inspection route

The inspector uses the Annual Schedule and Global Mapper software, along with any assigned special requests to create their weekly inspection route.

- Inspectors are required to work the full geography of their district annually; therefore, they schedule each inspection week on a geographical location for efficiency.
- If an inspector has a special request inspection to conduct, then the location of the site requested will likely determine the inspection area scheduled.
- The last working date of each week, the inspector will review the Annual Schedule to determine which sites will be inspected the following week.
- Global Mapper is used to determine the route and order the inspector will take to complete the inspections. It can also assist in determining which sites to inspect.
- Field inspection conducted

A physical inspection of the site installation is conducted to determine it is safe for use and meets all rule requirements. Any items that are not in compliance are written on the inspection report for correction. Depending on the severity of the non-compliance item the installation may be removed from service with the use of a warning tag. An inspection report is completed and discussed with the installation owner/operator.

- The inspector drives to the site location according to their weekly inspection route.

- The inspector introduces themselves to the contact person at the site location and informs them they will be inspecting the alternative fuel installation(s) at that location.
- The inspector inspects the installation(s) for compliance with all rules applicable to the installation type. This includes the entire system: container, piping/hoses, and equipment/appliances.
 - For installations where cylinders and vehicles are filled for the public, the inspector verifies the operator of the installation is properly licensed and all individuals performing alternative fuel activities are properly certified. See section 1.2 Licensing and section 1.14 Certification for details.
 - If applicable, the inspector will gather other documentation (E.g., statements, receipts, load tickets, pictures, etc.) in support of non-compliance items identified.
 - Depending on the severity of the non-compliance item the inspector may place a warning tag on the installation removing it from service until the non-compliance items is corrected.
- At the conclusion of the inspection, the inspector completes a hard copy of the Inspection Report for each site inspected.
 - The Inspection Report includes the GPS coordinates, site name, site ID, geographic location, mailing address, county, acronym and fuel type.
 - If any violations are found, then they are cited on the report.
- The Inspection Report is discussed with the site contact person and a copy is left at the site.

2.27.2. Inspections – Post-Inspection Process

Once the field inspection is completed, the results are entered into the LIS database and the Inspection Report is mailed to AFS headquarters (HQ) for processing.

- Enter Inspection Details

The following information is entered in LIS:

- inspection date – The date the inspection occurred.
- Inspector – The inspector's name/initials
- inspection reason code
 - The inspector chooses the inspection reason from a drop-down menu.

- The reason codes listed are the same as those in 20.1.2.
- If Complaint or Accident is selected in the Reason field, then a Complaint or Accident number field displays.
- The inspector enters the assigned complaint/accident number.
- inspection time
 - The time lapsed during the inspection process.
 - The data is entered in minutes.
- travel time
 - The time lapsed during while traveling to the site location.
 - The travel time for the first inspection includes the time lapsed from the inspector's home office, or hotel if overnight travel occurs, to the site location.
 - The travel time for the last inspection includes the time lapsed from the site location to the inspector's home office, or hotel if overnight travel occurs.
 - The data is entered in minutes.
- warning tag – If a warning tag and RRC band has been placed on container, rack, or equipment, then the RRC band number is entered.
- site ID
 - If the site already exists, then the inspector enters the Site ID.
 - If any site information has changed the inspector will make updates.
 - If a new site is needed, then the inspector enters the following data from the inspection form and a site ID is generated when the record is saved:
 - Site Name
 - GPS Coordinates
 - Site Status
 - Fuel type
 - Acronym
 - VIN, if applicable

- Mailing address
 - Geographic location
 - Nearest City
 - County
 - Location zip
 - Site Contact
 - Phone Number
 - Email
- site ownership – If a new site was created or if the site ownership has changed, then the inspector will change site ownership.
 - If a new company needs to be created, then the Main Company Branch for a new Company ID is created.
 - If a new company does not need to be created, then the inspector selects the company.
 - forklift data
 - If the installation inspected is a forklift or industrial equipment installation, then the inspector enters the number of forklifts or industrial equipment inspected.
 - This information is used for employee evaluations and LBB performance measures.
 - supplier/installer
 - If this is the first time the site has been inspected, then the inspector will enter the supplier and/or installer information, if collected.
 - If this is a subsequent inspection, then the inspector will update these fields if necessary.
 - The supplier must have a license.
 - The installers can have a license or be an exempt registrant.
 - Containers

- The inspector will verify the containers listed are correct.
 - If any changes need to be made the inspector will make the necessary changes.
 - This can include changing the status of existing containers, adding new records, and/or removing records.
 - The container information cannot be changed for Bobtail or Transport units; this must be done through licensing.
- non-compliance items
 - If any items are found to be out of compliance during the inspection process, then the inspector lists the rule book, rule number, and number of occurrences for each rule cited.
 - If the inspector has completed entering the report, then they indicate the entry is complete. This allows the inspection report process to be completed by HQ.
 - If the inspector has entered the information but is waiting on additional information or documentation to complete the report, then the inspector indicates the entry is incomplete. This allows the inspection to show in their weekly work report while the information/documentation is gathered/submitted.
 - notes
 - There is an inspection note field for the inspector (or staff later) to enter comments about the inspection (or actions taken later).

After the inspection data is entered an Inspection/File number is generated for the inspection record.

- Submit Inspection to AFS HQ

Once the inspection record is entered, the Inspection/File number is written on the Inspection Report.

The Inspection Report, along with documentation gathered during the inspection, is mailed to AFS headquarters in Austin for processing.

- Inspections – Entering Weekly Work Reports

Inspectors must track their time by completing a Weekly Work Report (WWR). Inspectors are required to enter time for all actions taken during the workday.

- If an inspector has performed inspections and entered them in LIS, then the inspection time and travel time are auto populated in the WWR.

- For all other time the inspector manually enters the time and type of activity.
 - The activity type is selected.
 - The time is entered in HH.MM format.
 - The inspector may enter a note to indicate the date of the activity along with any details.
- The WWR must have a minimum of 40 hours to be complete.
 - If the total is less than 40 the inspector checks all inspections and activities entered to verify time is correct or add necessary records.

2.28. Inspection Correspondence

Once the Inspection Report is mailed to AFS HQ and received, the report is distributed to one of the Compliance Specialists for processing. The reports are reviewed for quality control and routed for further processing.

2.28.1. General Overview

- Quality Control (QC) – The Compliance Specialist reviews the Inspection Report to verify all applicable fields have been completed.
 - If the Inspection Report passes QC, then it is sent for routing.
 - If the Inspection report does not pass QC, then it is returned to the inspector for correction.
- Routing – During the QC process Inspection Reports are separated depending on whether non-compliance items were cited. The report is then reviewed and routed for further processing.
 - If an Inspection Report does not have any non-compliance items cited, it is routed for filing.
 - If an Inspection Report has non-compliance items cited, then it is reviewed to determine what correspondence will be sent.
 - If the non-compliance items involve licensing, certification or exempt registration rules, then the report is routed for administrative action review.
 - If the non-compliance items cited involve specific safety rules, then the report is routed for administrative action review.
 - If a warning tag was placed on any containers or equipment, then the report is routed for a warning tag letter.

- If the installation was removed from service without a warning tag, then the report is routed for a removed from service letter.
- If the non-compliance items include the failure to submit a completion report, then the report is routed for a Completion Report Warning Letter.
- If the inspection does not meet the criteria above, then the report is routed for a Non-Compliance Notice.

2.28.2. Routing Processes

- Administrative action review

If the inspector cited a rule regarding improper or expired licensing, improper or expired certifications, improper or expired exempt registrations or certain safety rules, then administrative action may be taken. There are two categories of administrative action: warning letters and administrative penalties. An inspection can result in multiple administrative actions.

- Warning Letters (WL)

- WL are sent if the non-compliance items are cited against a company or person for the first time and the severity of non-compliance is minimal.
- The Inspection Report is scanned and saved in the appropriate WL folder and then filed, unless a Non-Compliance Letter needs to be generated then it is routed appropriately.
- There are several types of WL templates available. The appropriate template is selected, and the letter is drafted, signed, and saved in the appropriate WL folder.
- The letter is printed and mailed to the company or person.
- LIS is updated to indicate a WL was sent including the letter sent date. A remark is added to the inspection record indicating who the WL was sent to.

- Administrative Penalties (AP)

- AP are recommended for reasons such as the non-compliance item:
 - is cited against a company or person multiple times
 - cited is considered severe
 - resulted in an accident
 - is blatant in nature

- The Inspection Report is scanned and saved in the appropriate enforcement folder.
 - A Non-Compliance Letter is generated. See non-compliance notice bullet below for details.
 - The documents needed to pursue the AP are created and saved in the appropriate enforcement folders:
 - Notice of AP Letter – There are several types of Notice of AP letter templates. The appropriate template is selected, and the letter is drafted and signed.
 - Checklist – The checklist has basic information about the site, inspection and rules included in the AP recommendation.
 - Penalty Request Memo – The memo used to state the AP request from AFS to the Office of General Counsel (OGC).
 - Penalty Request to AFS Director – The memo used to confirm the AP recommendation is approved by the AFS Director.
 - Penalty Worksheet – The penalty worksheet is based on the penalty worksheet included in rule. The worksheet identifies the rule(s) cited for AP recommendation, the recommended penalty amount, any penalty reduction amount to be considered and any penalty enhancement amount to be considered.
 - The AP is entered into RRC CASES and a case number is generated. Any created documents requiring the case number are updated.
 - The AP is referred to OGC for processing.
 - The AFS Enforcement Log (Excel spreadsheet) is updated with the case number and other information related to the inspection and AP recommendation.
 - LIS is updated to indicate a Notice of AP Letter was sent including the letter sent date.
- Warning tag letter

Warning tag letters are sent if the inspector indicates on the Inspection Report that a warning tag was placed on a container or equipment.

- The Inspection Report is scanned and saved in the appropriate Warning Tags folder and then filed, unless a Non-Compliance Letter needs to be generated then it is routed appropriately.
 - There are several types of warning tag letter templates available. The appropriate template is selected, and the letter is drafted, signed, and saved in the appropriate Warning Tags folder.
 - The letter is printed and mailed to the company or person.
 - LIS is updated to indicate a warning tag letter was sent including the letter sent date. A remark is added to the inspection record indicating who the warning tag letter was sent to.
- **Removed from service letter**

Removed from service letters are sent if the inspector indicates on the Inspection Report that the installation is removed from service, but a warning tag was not placed on a container or equipment.

- The Inspection Report is scanned and saved in the appropriate Facility Correction Letters folder and then filed.
 - There are several types of removed from service letter templates available. The appropriate template is selected, and the letter is drafted, signed, and saved in the appropriate Facility Correction Letters folder.
 - The letter is printed and mailed to the company or person.
 - LIS is updated to indicate a manual correction letter was sent including the letter sent date. A remark is added to the inspection record indicating a removed from service letter was sent and who it was sent to.
- **Completion report warning letter**

If the inspector cited a violation for failure to submit a completion report, then the Compliance Specialist verifies that completion report was not submitted.

- If a completion report was submitted, then the Inspection Report is noted by the Compliance Specialist and routed appropriately.
 - If there are no other non-compliance items cited, then the Inspection Report is filed.
 - If there are other non-compliance items cited, then the Inspection Report is processed according to the steps in 21.2.5.
- If a completion report was not submitted, then a “501 Warning Letter” is generated.

- The inspection/file number is queried, and the letter is generated on demand.
- Two copies of the letter are printed.
 - One copy is sent to the container/rack installer listed on the Inspection Report.
 - The other copy is attached to the Inspection Report.
- The Inspection Report is routed appropriately.
 - If there are no other non-compliance items cited, then the Inspection Report is filed.
 - If there are other non-compliance items cited, then the Inspection Report is processed according to the steps in 21.2.5.
- Non-Compliance Notice

If it is determined that a Non-Compliance Notice should be generated, then the report is given to an AFS Compliance Specialist for processing.

- Generating a Non-Compliance Notice Letter
 - The inspection record is queried by the inspection/file number.
 - The inspection must show as completed for the inspection to appear in the query results.
 - If the inspection is not complete it is returned to the inspector.
 - The report is selected for the Non-Compliance letter to be generated.
 - A letter is generated for the facility owner.
 - A letter may be generated for the supplier and/or installer if the inspector indicated it for one or more of the non-compliance items entered.
 - Letters are generated through an overnight batch process and mailed out by an external vendor.
 - The next business day, the Compliance Specialist will spot check the system for letters generated to determine the letter(s) were properly generated.
 - Once the spot check is complete, the Inspection Report is filed.
- Response to Non-Compliance Notice

The Non-Compliance Letter sent to the facility and installer/supplier, if applicable, requires a response that the corrections have been made. The response is required to be submitted within 45 days from the letter date.

- A response to a Non-Compliance Notice can be received via mail, fax or email.
- All responses should include the inspection number, which is used to query the inspection record is queried for updating.
- If the response received is for an inspection with a warning letter or administrative penalty, then the response is given to the AFS Licensing and Compliance Manager for processing.
- If the response states that some, but not all violations have been corrected, then the Compliance Specialist enters the response as corrections incomplete with an explanation and the response is filed.
- If the response states that all corrections have been made and a rule is not cited for failure to submit a completion report, then Compliance Specialist enters the response as corrections completed and the response is filed.
- If the response states that all corrections have been made and a completion report rule was cited, then the Compliance Specialist researches to determine if a completion report was submitted.
 - If the completion report has been submitted, then the Compliance Specialist enters the response as corrections complete and the response is filed.
 - If the completion report has not been submitted, then the Compliance Specialist enters the response as corrections incomplete with an explanation and the response is filed.
- AFS will sometimes receive a request for an extension on the deadline to correct violations.
 - The request must be in writing.
 - The AFS Department Director will determine if the extension is approved.
 - If approved, then the Compliance Specialist enters the response as undetermined with an explanation listing the extension date and the request and response are filed.

- If unapproved, then the requestor receives a notice of denial, the Compliance Specialist enters the response as corrections incomplete and the request and response are filed.
- Generating a Follow-Up (45-Day) Letter

If a response showing all violations corrected has not been received within 45 days of the Non-Compliance Letter, then a follow-up letter is generated stating the facility must cease all LPG/CNG/LNG activities and the installation is removed from service.

- A list of inspections where the required response has not been received is queried.
- The filed responses are reviewed to verify that a proper response was not received.
 - If a proper response was not received, then the Compliance Specialist releases the Follow-Up Letter and re-files the report.
 - If a proper response was received the Compliance Specialist verifies the response was entered correctly.
- Responses received to the Follow-Up Letter are processed using the same steps for a Non-Compliance Letter response.

2.29. Accidents

Licensees must telephonically report accidents/incidents involving alternative fuels to AFS within two hours from the time they are made aware of the accident/incident per rule requirements. They must also submit an Accident Reporting Form to AFS for reportable incidents within 14 days of the reported incident. Accidents reported may be investigated. See the Rules and Statutes table above in this document for details.

2.29.1. Accidents – General Review

Accidents/incidents are telephonically reported through the RRC Emergency Line, which is available 24-hours per day every day of the year. The licensee reporting the incident must provide the following information:

- Report of LPG Incident/Accident
 1. name of reporting operator;
 2. location of leak or incident;
 3. time of incident;
 4. fatalities and/or personal injuries;

5. phone number of operators;
 6. status of incident regarding immediate hazard; and
 7. other significant facts relevant to the incident.
- Report of CNG Incident/Accident
 1. date and time of the incident or accident;
 2. type of structure or equipment involved;
 3. resident's or operator's name;
 4. physical location;
 5. number of injuries and/or fatalities;
 6. whether fire, explosion, or gas leak has occurred;
 7. whether gas is leaking; and
 8. whether immediate assistance from AFS is requested.
 - Report of LNG Incident/Accident
 1. the date and time of the incident or accident;
 2. type of structure or equipment involved;
 3. resident's or operator's name;
 4. physical location;
 5. number and type of injuries or fatalities;
 6. whether fire, explosion, or leak has occurred;
 7. whether LNG is currently leaking; and
 8. whether immediate assistance from AFS is requested.
 - Red Border Criteria

Some accidents are given higher priority. The accidents are classified as Red Border. An accident that meets any of the following criteria is classified as a red border.

 - Any reported incident where a fatality has occurred.

- Any reported incident where a residential or commercial structure has exploded.
- Any reported incident where multiple injuries, requiring hospitalization, have occurred.
- Any reported incident where media interest is likely to require the Public Information Office or the Commissioner's Offices to respond to public or media information requests (special consideration should be given to incidents in major media locations [metropolitan areas of 100,000 population or more] where publicity is likely to require an immediate media response).

If an accident is classified as Red Border, an e-mail is sent to a specific group which includes the Commissioners' staff.

- Accident Log

The reported information is entered in the Accident Log (Access database). The log also includes tracking the Accident Reporting Form and accident investigation. The accident number is generated in the Accident Log.

- Accidents – On Site Investigation

If the reported accident requires investigation, then the inspector who is assigned the district where the accident occurred is notified. The inspector arranges to go to the location and conduct the investigation and site inspection as soon as possible.

- Inspector works Accident Notification

Once the accident is assigned to an inspector, they conduct the accident investigation.

- The inspector must complete the investigation prior to beginning a new assignment, unless otherwise warranted.
- No items are removed from an accident/incident site. Pictures are taken to document items found during the investigation.

If an inspection is conducted, the inspector documents all applicable non-compliance items observed at the time of investigation.

- If all items are in compliance, the inspector notes "no violations at time of the inspection" on the inspection report.

- Inspector completes Accident Investigation

Once the investigation is complete, the following documentation is gathered, and the accident investigation file is created:

- accident investigation report
- picture pages

- any other documentation collected
- inspection report – If an inspection report is completed at the time of the investigation, the original report is entered into Oracle and submitted as part of the accident investigation file.

The accident investigation file must include the accident number and the completed file is submitted to the inspector's supervisor for review.

- Inspector submits Accident Report to supervisor
 - The accident investigation file is reviewed by the investigating inspector's supervisor.
 - If corrections need to be made the file is returned to the inspector for updates.
 - If the file is complete, then the file is submitted to the AFS Licensing and Compliance Manager for review.
 - Unless extenuating circumstances and with prior approval from supervisor, accident investigation files must be submitted within 45 days of assignment.
 - The AFS Licensing and Compliance Manager will conduct a final review of the accident investigation file and the Accident Log is updated.
 - If violations are found or if the equipment/unit requires testing, then a letter is sent to the facility/unit owner and/or supplier.
 - LIS and the Access database are updated to show the letter was sent.
 - Depending on the state of the facility/unit a notice of correction may be required to close the accident.
 - If testing is required results must be received before the accident is closed.
 - If no violations are found and testing is not required, then the accident is closed.
- Accidents – Form Process

The licensee notifying AFS of the accident/ incident must submit a completed Accident Reporting Form (20/1020/2020) within 14 calendar days of the initial notification or, for LPG incidents only, within 5 days of a receipt of a fire department report, whichever occurs first. If the incident involves a transport unit, then the licensee may need to submit testing documentation for the unit.

- Accident Reporting Form – The accident reporting form contains the following information:
 - Company name – The name of the licensee submitting the form.

- License number – The license number of the licensee submitting the form.
- Telephone number – The telephone number for the licensee submitting the form.
- Principal business address – The address of the licensee submitting the form.
- Stationary/Mobile Installation – The licensee selects if the incident involves a stationary or mobile installation.
- Name of entity involved – the name of the facility or operator of the installation involved in the accident
- Telephone number – the telephone number of the facility or operator of the installation.
- Full mailing address – the mailing address of the facility or operator of the installation.
- Date occurred – the month, day, year and time the accident occurred. The licensee also has the option to select unknown if the date the accident occurred is unknown.
- Location of incident/accident – the physical location where the incident occurred.
- Supplier/Operator - the following information must be provided:
 - For stationary installations – the driver’s full name and the last four digits of their SSN that last serviced the installation’s container and the licensee’s name and license number.
 - For installations involving a unit registered with AFS - the driver’s full name and the last four digits of their SSN that was operating the unit at the time of the accident and the licensee’s name and license number.
- Installation Owner – If the installation is owned by a licensee, then their name and license number must be provided.
- Deaths and Injuries – the number of fatalities and injuries must be reported.
 - Each individual with a fatality or injury must be listed.
 - The license must provide the individual’s name, indicate injury or fatality, and indicate if the individual is an employee of a licensee.
 - They may also provide other information regarding the individual.

- Product type for LPG only.
- Indicate If the product was odorized or unodorized for LPG only.
- Indicate if a bulkhead (LPG/LNG) and/or emergency shut-off valves were installed, if applicable.
- Indicate if the incident/accident occurred as a result of a pull-away for CNG and LNG. If yes, provide the estimated loss of product.
- Indicate if product was ignited.
- Indicate if an explosion occurred. If yes, then an explanation is required.
- Container information
- Date the container was last serviced
- Gross amount delivered
- Indicate if the nameplate was damaged or destroyed. If yes, the container with the damaged/destroyed nameplate must be indicated.
- Indicate if one or more containers were subjected to severe heat impingement or damaged.
- Indicate the number of pictures that are included with the form. Required if the container is involved in the accident.
- If the installation involved is a unit registered with AFS, then the decal number (Form 4/1004/2004) must be provided.
- If the container is owned by an individual other than the licensee, the owner's mailing address must be provided.
- Summary of incident/accident
- Printed name and signature
- Date of initial knowledge of incident/accident
- Date report completed

○ Registered Units

If the container of a registered unit is damaged as the result of an incident/accident, then the container must be tested, and the results of the test must be submitted to AFS. The unit cannot be placed back in service unless the test shows the unit is safe for service.

2.30. Complaints

Licensees, political subdivisions, and members of the general public may submit a complaint involving alternative fuels to AFS. It is preferred that the Report of LP-Gas Safety Rule Violation form be submitted for LPG complaints; however, complaints will be processed if the complaint is received via mail, email, telephone, or fax. CNG and LNG complaints will be processed after the complaint is received via mail, email, telephone, or fax. See the Rules and Statutes table above in this document for details.

2.30.1. Complaints – General Review

- **LPG Form 22**

LPG complaints may be received by the submission of a Report of LP-Gas Safety Rule Violation form (LPG Form 22). If submitted the form must be complete to be accepted and processed. The following information must be provided:

- Name of occupant/licensee/violator – Who the complaint is against.
- Mailing address of the occupant/licensee/violator
- Physical address of violators – The location where the violation occurred
- Date/Time observed – The date and time, if applicable, the violation occurred
- Violator type – Indicate customer, installer, or supplier
- Violation still exists – Indicate if the violation still exists
- Supporting documentation attached – Indicate if supporting documentation will be attached
- Violation description
- Submitter/Complainant – the person submitting the form.
 - Printed name
 - Signature
 - Telephone number
 - Mailing address
 - The form can be processed without this information if the individual wants to remain anonymous.
 - If the information is provided the information can be released in accordance with applicable open records procedures and the complainant may be called to testify at a Commission hearing is required.

- **Complaints Received Other than Form 22**

LPG, CNG or LNG complaints may be received via mail, email, telephone, or fax. The following information should be included in written notices or is obtained when taken telephonically:

- Name of occupant/licensee/violator – Who the complaint is against.
- Mailing address of the occupant/licensee/violator
- Physical address where the violation occurred
- The date and time, if applicable, the violation occurred
- Whether the violation still exists
- Violation description
- Complainant's.
 - Name
 - Telephone number
 - Mailing address
 - If the complainant provides their information, then it can be released in accordance with applicable open records procedures and the complainant may be called to testify at a Commission hearing is required.

- **Complaint Log**

The reported information is entered in the Complaint Log (Access database). The log also includes tracking the validity of the complaint and investigation information. The complaint number is generated in the Complaint Log.

2.30.2. Complaints – On Site Investigation

If the submitted complaint requires an onsite investigation, then the inspector who is assigned the district where the violation occurred is notified. The inspector arranges to go to the location and conduct the investigation and site inspection as soon as possible.

- **Inspector works Complaint**

Once the complaint is assigned to an inspector, they conduct the complaint investigation.

- The inspector must complete the investigation as soon as possible.
- No items are removed from the installation. Pictures are taken to document items found during the investigation.

- An inspection is conducted, and the inspector documents all applicable non-compliance items observed at the time of investigation.
 - If all items are in compliance, the inspector notes “no violations at time of the inspection” on the inspection report.

- Inspector completes Complaint Investigation

Once the investigation is complete, the following documentation is gathered, and the complaint investigation file is created:

- inspection report – The original report is entered into Oracle and submitted as part of the complaint investigation file.
- picture pages, if applicable
- any other documentation collected

The complaint investigation file must include the complaint number and the completed file is submitted to AFS HQ for review.

- Inspector submits Complaint File

- The complaint investigation file is reviewed by the AFS Licensing and Compliance Manager.
 - If corrections need to be made the file is returned to the inspector for updates.
 - If the file is complete, then the file is processed.
 - Unless extenuating circumstances and with prior approval from supervisor, complaint investigation files must be submitted within 45 days of assignment.
- The AFS Licensing and Compliance Manager will update the Complaint Log.
- If violations are found, then a letter is sent to the facility/unit owner and/or supplier.
 - LIS and the Access database are updated to show the letter was sent.
 - Once the non-compliance items related to the complaint are corrected the complaint is closed.
- If no violations are found or the violations are not related to the complaint submitted, then the complaint is closed.

PART 3: **Forms**

Table 2: Forms discussed in the document

Form purpose	LPG	CNG	LNG
Application for license or license renewal	1	1001	2001
Outlet list	1A	1001A	2001A
Application for container manufacturer registration	1M	1001M	2001M
Truck registration	7	1007	2007
Container testing	8	1008	2008
Application for examination	16	1016	1016
Certified employee transfer	16A	1016A	2016A
Application for registration by a plumber/ACR contractor	16B	1016B	
Application for PERC training equivalency	16P		
Application for reciprocal exemption	16R		
Application for lost or destroyed truck decal	18B	1018B	2018B
Transfer of bulk storage and/or service station installations	19	1019	2019
Report of incident/accident	20	1020	2020
Report of rule violation	22	1022	2022
Statement in lieu of container testing	23		2023
Application for rule exception	25	1025	2025
Self-Insurer for general liability insurance		1027	2027
Election to self-insure	28	1028	2028
Irrevocable letter of credit	28A		
Military fee exemption	35	1035	2035
Install large capacity installation	500	1500	2500
Notice of large capacity installation	500A	1500A	2500A
Completion report	501	1501	2501
Mobile installation complete	503	1503	2503
Political subdivision self-insurance	995	1995	2995
Statement in lieu of worker's compensation	996B	1996B	2996B
Statement in lieu of auto insurance	997B	1997B	2997B
Statement in lieu of general liability insurance	998B	1998B	2998B
Insurance cancellation	999	1999	2999
Certificate of insurance	ACORD		
Outside Instructor	Outside Instructor Application		

PART 4: **Glossary**

AFS-Alternative Fuels Safety Division

Blue card-Certification Card

Bobtail-Equipped with one or more containers used to transport LPG product for sale to the general public – licensee

Bulk Storage-Storage – Fill LP-Gas transports – Gas sold to the general public

Business Days- The term business day means Monday through Friday, except the legal public holidays.

CNG-Compressed Natural Gas

DBA-Doing Business As

DOT-Department of Transportation

Employee-level certification-Intended for non-managerial workers. Employee-level certification categories match job classifications commonly used in the industry (e.g., transport driver, cylinder filler or service and installation technician). Employee-level qualifying examinations test the applicant's knowledge of the safety codes and standards that apply to the LPG, CNG or LNG activities authorized by the examination.

Lapsed-Non-renewed license after 2 years of inactivity

LIS-LP-Gas Information System database

LNG-Liquefied Natural Gas

LPG-Liquefied Petroleum Gas

Management-level certification-Intended for company representatives and operations supervisors. Management-level certification categories match the categories of Railroad Commission LPG, CNG and LNG company licenses. Each licensee is required to have as its company representative an individual who holds a management-level certification in the same category as the company's license.

NOC- Notice of Completion

PCN-Payment Control Number

RMS-Remittance Management System

RRC-Railroad Commission of Texas

Service Station-Storage/dispensing into motor/mobile fuel containers – gas sold to the general public-licensee

SSN-Social Security Number

TAC- Texas Administrative Code

TNRC- Texas Natural Resource Code

ATTACHMENT 2
ENVIRONMENTAL PERMITTING MODERNIZATION

PART 1: Environmental Permitting Modernization – High level overview.

Below are some of the High-Level requirements for Environmental Permitting. In-depth details can be found below the high-level overview. **Further analysis will be needed to fully understand and implement the requirements in this document.**

1.1. Online Filing System

The system needs to have a public portal that will:

- allow external users to complete and track applications and forms, including uploading applicable documents
- allow external users to view expiration and due dates
- allow external public users to search for licensed companies and exempt registrations
- be able process completed forms through a workflow for internal users
 - Internal users will verify submitted data and uploaded documents.
 - Once verified the user will approve data and documents, if applicable.
 - Once approved the system will generate status updates and any required documents and/or notifications.
- allow integration with the RRC single sign on system, known as RAMP, to grant access for external users.
 - External users providing responses to non-compliance notices, should not be required to sign-in.
- allow integration with third party vendors providing online exam proctoring
- allow integration with existing Salesforce Payment Portal for processing form fees.

1.2. Reports, Documents, and Notices

The system needs to be able to:

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

1.3. Licensing

The system needs to be able to process Environmental Permitting license applications through a public portal. External users need to be able to apply for a new license and license

renewal, including submitting documents, and track the status of applications. Internal users will need to be able track, manage, and edit the following:

- New application for licensing
- Company representative
- License renewals
- Other related tasks

PART 2: Processes

Listed below are examples of Process names followed by descriptions for Environmental Permitting.

2.1. Initial Permit Application Review

Any person who transports, handles, stores, discharges, disposes or recycles oil and gas waste subject to the Commission's jurisdiction must have authority from the Commission.

If you are transporting, handling, storing, discharging, disposing, reclaiming, or recycling oil and gas off lease or on a lease other than the lease where the oil and gas waste was generated, you must have a permit from the Commission.

The Initial review involves a Administrative, Technical, District Office inspection and Manager Review of application and permits for new operators and/or facilities.

2.2. Renewal Permit Application Review

Most permits issued by Environmental Permits & Support unit in Austin have expiration dates and can be renewed upon written request. These permits are typically issued for a period of five years and expire automatically unless renewal is requested by the Permittee. The renewal request for commercial facilities must include an updated Closure Cost Estimate (CCE), NORM survey and surface owner, adjacent landowner, and published notice. The Reclamation permit (R9) is an exception, it does not have an expiration date (by Rule).

The Renewal review involves an Administrative, Technical, District Office inspection and Manager Review of the renewal request and the permits.

2.3. Transfer/ Amendment Permit Application Review

To transfer an environmental permit, the Operator who will be the new Permittee must provide a written request to Technical Permitting in Austin requesting transfer of the permit(s). The transfer request for commercial facilities must include an updated Closure Cost Estimate (CCE), NORM survey and surface lease agreement. The reclamation permit (R9) is an exception. Reclamation permits do not have an expiration date and cannot be transferred (by Rule).

The transfer request should be received by Technical Permitting in Austin after ownership has been transferred, but 60 days before the new Operator begins operations. The new Operator is bound by the conditions of the permit and RRC may enforce all conditions of the permit.

Permittee must send environmental permit amendments to Technical Permitting in Austin. The amendments must be clearly defined, and all required diagrams must be included. If the permit requires financial security and the amendments to the permit would increase the cost of closure, a new Closure Cost Estimate (CCE) must be submitted. Depending on the significance of the permit amendments, surface owner, adjacent landowner, and published notice may be required.

The Transfer/ Amendment Review involves the Administrative, Technical, District Office inspection and Manager Review of transfer and amendment applications.

2.4. Permit Cancellation/ Closure Request Review

Operator may request closure and cancellation of the permit. The closure depends on when the permit was issued and whether it is classified commercial or noncommercial. The permittee must submit a closure plan and close the site according to permit conditions. The Cancellation/ Closure Request review involves an Administrative, Technical, District Office inspection and Manager Review of cancellation request.

2.5. Administrative Review

The Administrative Review sub-process involves several checks to ensure the applicant is in good standing with the state. The administrator identifies the application and permit type and verifies that all necessary information is included in application. The administrator also compiles the physical application folder and creates or updates the application in the EPS Database.

2.6. Technical Review

The Technical Review sub-process involves verifying that the submitted application or request meets all technical requirements as outlined in the Texas Administrative Code or permit conditions. The technical reviewer completes a Hydrogeological review and an Application review that varies by permit type.

2.7. Hydrogeological Review

The Hydrogeological Review sub-process is completed by the Technical Reviewer to ensure that the proposed facility will not pose a threat to surface and/or groundwater of the state, site is not located in floodplain and that soil lithologies are compatible with the proposed disposal.

2.8. Application Review- Stationary Treatment Facility (STF) under Statewide Rule 8

Under Statewide Rule 8 (16 TAC § 3.8) the Commission encourages recycling and waste minimization. To the extent practicable, waste management choices should be based upon the following preferences, beginning with the most preferred: source reduction, recycling, treatment, and disposal.

An oil and gas waste separation facility is a facility where oil and gas waste is separated into its solid and liquid components prior to its disposal at off-site facilities. If an operator of a separation facility receives compensation from others for the separation of the oil and gas waste and the primary business purpose of the facility is to provide these services for compensation, the facility is considered a commercial oil and gas waste separation facility.

The Application Review (STF) sub-process is completed by the Technical Reviewer to verify that the proposed facility meets all requirements as outlined in 16 TAC § 3.8.

2.9. Application Review-Recycling under TAC Title 16 Chapter 4 Subchapter B

The Application Review (Recycling) sub-process is completed by the Technical Reviewer to verify that the proposed facility meets all requirements as outlined in the rules.

The Commission encourages recycling of oil and gas waste. Statewide Rule 8 and Chapter 4, Subchapter B, Commercial Recycling, have been written and amended in order to encourage recycling in the oil field. The Commercial Recycling rules are divided into 5 separate divisions based on the type of oil and gas waste being treated and the location and duration of the treatment operations (Solids Recycling: Division 2, Division 3 and Division 4; Fluids Recycling Division 5 and Division 6).

2.10. Application Review- Pit at Commercial Facility

The sub-process is completed by the Technical Reviewer to verify that the proposed facility meets all requirements as outlined in 16 TAC § 3.8.

Disposal or storage of oil and gas wastes in a pit should be allowed only if the activity does not result in the waste of oil, gas and geothermal resources and the pollution of surface and subsurface water.

2.11. Application Review- Non-Commercial Pit

The sub-process is completed by the Technical Reviewer to verify that the proposed facility meets all requirements as outlined in 16 TAC § 3.8.

Disposal or storage of oil and gas wastes in a pit should be allowed only if the activity does not result in the waste of oil, gas and geothermal resources and the pollution of surface and subsurface water.

2.12. Application Review-Reclamation

The sub-process is completed by the Technical Reviewer to verify that the proposed facility meets all requirements as outlined in 16 TAC § 3.57.

One of the most important Commission goals is to ensure that Texas's natural resources are not wasted. As a result, reclamation from oil and gas waste streams is highly encouraged.

Tank bottoms are one of the most common sources of reclaimed oil. Tank bottoms, sometimes referred to as basic sediment and water or BS&W, are material that accumulates in the bottoms of producing lease tanks and pipeline storage tanks. Particulates from oil settle out and over time form a mixture of sediment, rust, and oil on the bottom of the tank. These tank bottoms can be sent to a Reclamation Plant with an R9 permit issued by the Railroad Commission of Texas to separate the waste from any reclaimable oil.

2.13. Application Review- Landfarm/ Landtreat

The sub-process is completed by the Technical Reviewer to verify that the proposed facility meets all requirements as outlined in 16 TAC § 3.8.

Land-spreading is a method of treatment and disposal of low-toxicity wastes in which the wastes are spread and mixed into the soils to promote reduction of organic constituents and dilution and attenuation of metals.

Landfarming facilities can treat and dispose of only freshwater-based drilling fluids and associated cuttings.

Land treatment facilities can treat and dispose of oil and gas wastes including oil-based drilling fluids and oil-impacted soils.

2.14. Application Review- Landapply

The sub-process is completed by the Technical Reviewer to verify that the proposed facility meets all requirements as outlined in 16 TAC § 3.8.

Land application permits are an alternative to discharge of fluid wastes. Gas plant effluent or low-chloride produced water may be applied to a controlled area via sprinkler or other irrigation systems.

2.15. Application Review- Discharge

The Application Review Discharge process is completed by the Technical Reviewer to verify that the proposed facility meets all requirements as outlined in 16 TAC § 3.8.

Currently, a person may be required to obtain a federal permit and a state permit to discharge oil and gas wastes to surface water in the state. The applicant should contact EPA Region 6 for more information on NPDES permits.

Section 26.131(b) of the Texas Water Code prohibits the Railroad Commission from issuing a permit for a discharge that will cause a violation of the Surface Water Quality Standards adopted by the Texas Commission on Environmental Quality (TCEQ). An applicant for a discharge permit may be required to submit information to demonstrate that the proposed discharge will not cause a violation of the standards.

Although the Commission has the jurisdiction to regulate the disposal of all oil and gas wastes, very few such wastes are discharged to surface water in the state. The Railroad Commission regulates three major categories of discharges to surface waters: (1) discharge of hydrostatic test water; (2) discharge of oil and gas wastes from a gas plant; and (3) discharge of produced water.

2.16. Application Review- Letter of Authority

Letters of Authority (LOA) are created by the Commission for applicants who want to conduct a pilot test for a process and equipment. LOA's may also be issued for the processing, treatment and disposal of a specific volume of waste material to a specific location. LOA's are issued for no longer than 12 months or for the volume of waste to be treated.

2.17. Closure Cost Estimate (CCE)

Applicants applying for a commercial facility are required to submit a CCE that provides the estimated cost of closure of the proposed facility. The technical reviewer calculates an independent CCE based on the design and construction proposed in the application and reviews the CCE submitted by the operator. The CCE directly effects the total amount of financial security that the applicant must submit to the P-5 department.

2.18. Request for Additional Data (RAD) Letter

The RAD letter is drafted by the technical reviewer whenever an application has deficiencies that must be addressed in order to complete the application. The operator has 30 days to respond to the RAD letter addressing all deficiencies. If the operator does not respond within 30 days, a second and third RAD letter are sent. If the applicant does not provide a response after RAD letter 3 the application will be returned. If the applicant provides a supplemental response and is unable to complete the application, it may be administratively denied and the applicant may request a hearing.

2.19. Permit Drafting

The permit is drafted by the technical reviewer if the application meets all requirements. Where possible, the technical reviewer will use the most recent similar approved permit as a template.

2.20. Manager Review

The EP Manager reviews all draft permits, RAD letters, and memos to enforcement or hearings.

2.21. Protests & Hearings

Any member of the public can submit a protest of a submitted permit application. If the protest is not resolved, the application will be referred to hearing and the final action will be decided by the Commissioners. Alternatively, if an application is administratively denied by the EP unit, the operator can also request a hearing. This scenario requires staff participation in the hearing. Staff includes the Office of General Counsel (OGC), the EP technical reviewer and/or management.

2.22. Enforcement

If an operator has a documented violation, the violation may be referred to Enforcement by the EP unit. Most violations are a result of pollution or failing to meet permit conditions (reporting requirements, signage, etc.). The EP unit writes the referral to enforcement that includes a memo, summary sheet and relevant attachments, such as correspondence to and from staff and inspection reports

2.23. Hydrostatic Test Discharge

The Application Review (Hydrostatic Test Discharge) sub-process is completed by the License and Permit Specialist to verify that the proposed discharge does not violate 16 TAC § 3.8.

Permits to discharge hydrostatic test water (HT) are a minor permit processed by the Commission office in Austin. Pipelines must be tested to ensure safety. One method to ensure safety is to fill the pipe with water to see if it can handle the hydrostatic load. Once the water enters the pipe, it is considered oil and gas waste and so it cannot be discharged without a permit.

2.24. Hazardous Waste

The Application Review (Hazardous Waste) sub-process is completed by the License and Permit Specialist to verify that the proposed disposal does not violate 16 TAC § 3.8.

The Commission has jurisdiction over all hazardous, non-hazardous, and RCRA-exempt oil and gas waste, but waste management requirements vary with waste classification.

2.25. Records Requests

Any member of the public may submit a records request to access all documents and /or issued permits, etc. that the EP unit creates or receives. The admin processes and completes these requests as they occur.

2.26. Reporting

Many permits require quarterly, semi-annual and/or annual reports that are reviewed by EP staff to ensure operators are compliant with record keeping and monitoring requirements specified in the permit conditions or rule.

2.27. Trial Run

The trial run is required for solid recycling facilities to demonstrate that laboratory analyticals can be met. The operator must process 1,000 cubic yards of material successfully and the report must be approved by EP before additional waste can be processed.

PART 3: **Draft Requirements**

- The system shall be capable of capturing information on facilities related to Environmental Permits.
- The systems shall be capable of allowing a user to enter a physical address related to a Facility.
- The system shall be capable of allowing a user to upload new documents and/or associate existing documents as plans that are required to be submitted by operators related to facilities and Environmental Permits.
- The system shall be capable of associating a well or tank site to multiple wells and facilities.
- The system shall be capable of associating equipment with facilities.
- The system shall be capable of linking any location information, dates of field activities, documents, violations, spills, photos, or litigation involved in a facility's history to the facility.
- The system shall be capable of generating letters that notify an operator of required testing, notify an operator of a required test result submission, or notify an operator to submit a plan/document to RRC.
- The system shall be capable of reporting ownership history of facilities.
- The system shall be capable of allowing a user to view and download a sortable, filterable list of Environmental Permits.
- The system shall be capable of allowing a user to view facility and permit attributes.
- The system shall be capable of allowing an operator to upload GIS files associated with facilities.
- The system shall be capable of allowing an operator to submit GIS data and have the data be stored according to submission type.
- The system shall be capable of associating Environmental Permits and related facilities to a lease.
- The system shall be capable of capturing location information for Environmental Permits.
- The system shall be capable of allowing a user to enter Pit locations and characteristics and link them to an operator and lease name.
- The system shall be capable of tracking individual tanks associated with a Permit.
- The system shall be capable of capturing data for facilities related to a Permit.
- The system shall be capable of reporting maintenance information related to a Facility associated with a Permit
- The system shall be capable of capturing location, permit, and operator information for a facility.

- The system shall be capable of recording the surface location of a facility.
- The system shall be capable of recording contact information for a facility.
- The system shall be capable of capturing data on Hazardous Waste and Hazardous Waste Haulers.
- The system shall be capable of allowing a user to add tank records to a facility.
- The system shall be capable of allowing a user to add pit records to a facility.
- The system shall be capable of recording date information for pits.
- The system shall be capable of allowing a user to catalog equipment at a facility or permit site
- The system shall be capable of allowing a user to associate wells with a facility and to characterize the relationship (type).
- The system shall be capable of displaying a list of wells, with basic well information for each record, associated to a specific environmental permit and provide navigation to each well's record.
- The system shall be capable of displaying a list of facilities, with basic facility information for each record, associated to a specific environmental permit.
- The system shall be capable of capturing and tracking the age of a facility associated with an Environmental Permit.
- The system shall be capable of validating data entered from Reporting results related to an Environmental Permit.
- The system shall be capable of capturing valid lease names associated with a Permit.
- The system shall be capable of allowing an operator to create a notification regarding a well or facility.
- The system shall be capable of allowing an operator to submit a notification regarding proposed modification or update to an Environmental Permit.
- The system shall be capable of capturing data on Minor and Other Permit Form Applications.
- The system shall be capable of capturing data on Hydrostatic Test Water Discharge Permit Applications.
- The system shall be capable of capturing data on Recycling of Domestic Wastewater Permit Applications.
- The system shall be capable of capturing data on STF Permit Applications.
- The system shall be capable of capturing data on Discharge Permit Applications.
- The system shall be capable of capturing data on Landspreading Permit Applications.
- The system shall be capable of capturing data on Reclamation Plant Permit Applications.

- The system shall be capable of capturing data on Hazardous Waste Permit Applications.
- The system shall be capable of capturing data on Pit Permit Applications.
- The system shall be capable of capturing data on H-21 Reports.
- The system shall be capable of capturing data on EP Reporting Forms.
- The system shall be capable of capturing data on Mobile Recycling Permit Applications.
- The system shall be capable of capturing data for a R-2 Reporting form.
- The system shall be capable of capturing data on Water Certification Letters.
- The system shall be capable of displaying Environmental Permits in a sortable, filterable list, associated with a Lease.
- The system shall be capable of allowing a user to enter comments on an Environmental Permit Detail page.
- The system shall be capable of notifying Operators about the 30/60 Day Renewal Package.
- The system shall be capable of notifying an Operator about an HST expiration.
- The system shall be capable of notifying an Operator about H-21 submissions due.
- The system shall be capable of notifying Permit holders about regular reporting requirements due.
- The system shall be capable of accepting and processing Landfarm information related to an environmental permit via an EDD.
- The system shall be capable of generating and displaying a permit based on information entered into an online form.
- The system shall be capable of generating and displaying a response to an application.
- The system shall be capable of generating and displaying a response to a protester.
- The system shall be capable of generating and displaying a Cost Closure Estimate Form Letter.
- The system shall be capable of generating and displaying a Cover with Deficiencies letter.
- The system shall be capable of generating a HST Expiration Notice.
- The system shall be capable of generating a Pit Permit.
- The system shall be capable of generating a STF Permit.
- The system shall be capable of generating a H 21 Annual Reminder Notice.
- The system shall be capable of generating a Reclamation Plant Permit .

- The system shall be capable of generating a Reminder Notice for Waste Hauler Permit form snapshot.
- The system shall be capable of generating a Water Certification Letter.
- The system shall be capable of generating a Waste Hauler Permit.
- The system shall be capable of generating Minor and Other Permits.
- The system shall be capable of generating a Hydrostatic Test Water Discharge Permit.
- The system shall be capable of generating a Recycling of Domestic Wastewater Permit.
- The system shall be capable of generating a Discharge Permit.
- The system shall be capable of generating a Landspreading Permit.
- The system shall be capable of generating a Reclamation Plant Permit .
- The system shall be capable of generating a Hazardous Waste Permit.
- The system shall be capable of generating a H-21 Report notice.
- The system shall be capable of generating a Mobile Recycling Permit .
- The system shall be capable of generating a Waste Hauler Permit snapshot.
- The system shall be capable of generating a Minor and Other Permit snapshot.
- The system shall be capable of generating a Hydrostatic Test Water Discharge Permit snapshot.
- The system shall be capable of generating a Recycling of Domestic Wastewater Permit snapshot.
- The system shall be capable of generating a Discharge Permit snapshot.
- The system shall be capable of generating a Landspreading Permit snapshot.
- The system shall be capable of generating a Reclamation Plant Permit snapshot.
- The system shall be capable of generating a Hazardous Waste Permit snapshot.
- The system shall be capable of generating a H-21 Report snapshot.
- The system shall be capable of generating a Mobile Recycling Permit snapshot .
- The system shall be capable of generating a Water certification letters (401 water and 402 dredging) for LNG facilities snapshot.
- The system shall be capable of generating a R-2 Reporting notice.
- The system shall be capable of generating a Waste Hauler Permit Letter.
- The system shall be capable of generating an EP Reporting Form.
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: Waste Hauler Permit Review

- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: Minor and Other Permit Form Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: Hydrostatic Test Water Discharge Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: Recycling of Domestic Wastewater Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: STF Permit Application Form Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: Discharge Permit Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: Landspreading Application Form Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: Reclamation Plant Permit Application Form Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: Hazardous Waste Permit Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: H-21 Application Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: EP Reporting Form Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: Mobile Recycling Permit Application Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: R-2 Reporting Form Review
- The system shall be capable of having review tasks associated with the corresponding online form submission in the form of: Water certification letters Review
- The system shall be capable of generating a report in the form of: Comprehensive Production Report
- The system shall be capable of generating a Test Due Dates snapshot.
- The system shall be capable of generating a STF Permit Application snapshot.
- The system shall be capable of generating a H-9 Certificate of Compliance, Statewide Rule 36 (Hydrogen Sulfide) snapshot.
- The system shall be capable of allowing a reviewer to enter information on review grades and checklists related to an Application for Injection or Storage

- The system shall be capable of allowing a user to enter and maintain Landspreading Permit information in an electronic data deliverable format
- The system shall be capable of allowing a user to enter Water Analysis Table information related to a Landspreading Permit application
- The system shall be capable of allowing a user to enter Water Analysis Table information in an electronic data deliverable format related to a Landspreading Permit application
- The system shall be capable of allowing a reviewer to set monitoring and reporting requirements when reviewing an Environmental Permit application.
- The system shall be capable of displaying enhanced oil recovery information associated with a well.
- The system shall be capable of displaying a detail page for an oil and gas facility.
- The system shall be capable of displaying summary information for a facility.
- The system shall be capable of displaying location information for a facility.

Attachment 3-Future Workorder Possibilities

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

CASES Enhancements

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

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

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

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

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

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

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

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

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

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

Events Enhancements

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

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

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

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

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

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

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

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

PIPES Enhancements

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

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

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

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

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

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

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

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

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

Critical Infrastructure

The Critical Infrastructure Department within the Operations Division has regulatory authority for weatherization of electricity supply chain facilities.

Responsibilities of the Critical Infrastructure Division include:

- Tracking critical infrastructure and non-critical facilities in the electricity supply chain.
- Collaborating with other state agencies by securely sharing confidential and non-confidential data.
- Analyzing emergency operations plans developed by natural gas facility operators that produce, treat, process, pressurize, store, and transport natural gas that are included in the electricity supply chain.
- Inspecting gas supply chain and pipeline facilities for compliance with weatherization rules.
- Tracking and comparing data submitted by operators and collected during inspections.
- Producing confidential and public reports using electricity supply chain and weatherization data.

The Critical Infrastructure division is newly established and there is no historical data available.

Gas Utility Oversight

The Gas Services Department within the Oversight & Safety Division provides auditing, market oversight, dispute resolution, and rate analysis and review to ensure that natural gas utilities provide safe and reliable service at just and reasonable rates.

Responsibilities of the Gas Services department include:

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

Gas Services Statistics (as of Fiscal Year 2020)

Table 1: Gas Services Statistics as of FY 2020

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

MINERS Build-out

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

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

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

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

The MINERS Prototype is in queue for build-out as a full-featured product for SMRD.

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

- Additional breadth and depth of requirements, design, and development to complete the product
- Change to the existing prototype functionality
- Extension to the existing prototype functionality
- Creation of a new module of functionality within the prototype
- Architectural change or updates to the prototype
- Creation of an integration(s) to RRC legacy or new systems.

ATTACHMENT 4
VENDOR'S STATEMENTS AND COVENANTS

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

1. The provisions of RRC Solicitation No. 455-22-1011 apply to Vendor and all of Vendor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in the SOW or any contract resulting from it.
2. Vendor's intends to furnish the requested goods and/or services at the prices quoted in its Response, and notwithstanding any disclaimers in Vendor's Response and notwithstanding any other provision of the SOW or the Contract to the contrary, Vendor warrants and guarantees that all services will meet all specifications of the Contract.
3. Vendor's prices include all costs of Vendor in providing the requested items that meet all specifications of the SOW, and Vendor's prices will remain firm for acceptance for a minimum of one hundred eighty (180) calendar days from deadline for submission of Response.
4. Each of Vendor's employees, including replacement employees hired in the future, will possess the qualifications, education, training, experience, and certifications required to perform the Services in the manner required by the SOW.
5. Vendor represents and warrants that Vendor's provision of goods or services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
6. Pursuant to Texas Government Code §2155.003, Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Vendor represents and warrants that RRC's payments to Vendor and Vendor's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code §§556.005 or 556.0055.
8. Vendor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171. In addition, if Vendor is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies:

Vendor certifies that it holds a permit issued by the Texas Comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas, or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

9. Vendor represents and warrants that Vendor shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Vendor and Vendor's employees. RRC shall not be liable for any taxes resulting from this Contract.
10. Vendor represents and warrants that in accordance with Texas Government Code §2155.005, neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code Chapter 15, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Vendor.
11. By submitting a Response, Vendor represents and warrants that the individual submitting this Vendor's Statements and Covenants and the documents made part of the Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission of the Response.
12. Vendor certifies that if a Texas address is shown as the address of the Vendor within the Response, Vendor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
13. Under Texas Family Code §231.006, regarding child support, Vendor certifies that the individual or business entity named in the Response and any Contract resulting from Vendor's Response to the SOW is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, pursuant to Texas Family Code §231.006, in event of Contract award, Vendor agrees to provide, prior to Contract award, the name and Social Security Number for each person with 25% or greater ownership interest in the business entity.
14. Under Texas Government Code §669.003, Vendor certifies that it does not employ, or has disclosed its employment of, any former executive head of RRC. Vendor must provide the following information (or indicate "N/A" if not applicable) in Vendor's Response.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Vendor: _____

Date of Employment with Vendor: _____

15. Vendor has not been the subject of allegations of deceptive trade practices violations under Texas Business and Commerce Code Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit, and Vendor has not been found to be liable for such practices in such proceedings.

16. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.
17. In accordance with Texas Government Code §2155.4441, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
18. Pursuant to Texas Government Code §2271.002, Vendor certifies that either (i) it meets an exemption criterion under Texas Government Code §2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. **Vendor shall state in its Response any facts that make it exempt from the boycott certification.**
19. Pursuant to Texas Government Code §2272.003, Respondent certifies that either (i) it meets an exemption criterion under Texas Government Code §2272.002; or (ii) it is not an abortion provider or an affiliate of an abortion provider during the term of the Contract resulting from this solicitation.
20. Pursuant to Texas Government Code §2274.002 as added by SB 13 (87R), Respondent certifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.
21. Pursuant to Texas Government Code §2274.002 as added by SB 19 (87R), Respondent certifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
22. 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.
23. Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
24. If Vendor is submitting a Response for the purchase or lease of computer equipment, then Vendor hereby certifies its compliance with Texas Health and Safety Code Chapter 361, Subchapter Y, and Texas Commission on Environmental Quality rules in 30 Texas Administrative Code Chapter 328.
25. Vendor shall ensure that any Vendor employee or subcontractor employee who has access to a state computer system or database shall complete a cybersecurity training program certified under Texas Government Code §2054.519. Such training is required to occur during the contract term and any renewal period, if applicable. Vendor shall provide RRC with verification of the completion of the requisite training.
26. Within the five (5) calendar years immediately preceding the submission of Vendor's Response, Vendor is not aware of and has received no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Vendor that would or could impair Vendor's performance under any contract resulting from the SOW, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of Vendor's Response. If Vendor is unable to make such representation and warranty, Vendor instead represents and warrants that it has included as a detailed attachment in its Response a complete

disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Vendor's performance under any contract resulting from the SOW, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of Vendor's Response. In addition, Vendor represents and warrants that it shall notify RRC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update RRC shall constitute breach of contract and may result in immediate termination of any agreement resulting from the SOW.

27. Vendor and each of Vendor's subcontractors have the requisite resources, qualifications, and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of RRC's objectives.
28. Neither Vendor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, identified in the Response has been convicted of a felony criminal offense, or that if such a conviction has occurred Vendor has fully advised RRC of the facts and circumstances in its Response.
29. Vendor has read and agrees to all terms and conditions of the SOW, unless Vendor specifically takes an exception and offers an alternative provision in Vendor's Response.
30. Pursuant to Texas Government Code §572.069, Vendor warrants and certifies Vendor will not employ any former RRC officer or employee, who in any manner participated in the procurement or Contract negotiation of the SOW, before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.
31. Vendor shall disclose any current or former employees or subcontractors who are current or former employees of the State of Texas and shall disclose their role or position relative to the provision of services under the Contract, as well as their hire or contract date. Vendor shall also disclose any proposed personnel who are related by marriage or within the second degree of consanguinity to any current or former employees of the State. Failure to fully disclose the information required under this paragraph may result in disqualification of Vendor's Vendor or termination of the Contract.
32. As applicable, prior to submitting the signed Contract to RRC, Vendor shall comply with Texas Government Code §2252.908, relating to Disclosure of Interested Parties, by accessing the Texas Ethics Commission (TEC) portal (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), reviewing the instructional video, creating a username and password, and completing and electronically filing with the TEC the "Certificate of Interested Parties".
33. Vendor certifies that for contracts for services Vendor shall utilize the **U.S. Department of Homeland Security's E-Verify system** during the term of the Contract to determine the eligibility of:
 - a) All persons employed to perform duties within Texas; and
 - b) All persons, including subcontractors, assigned by the Vendor to perform work pursuant to the Contract, within the United States of America.

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

34. Vendor acknowledges and agrees that, to the extent Vendor owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Vendor is otherwise owed under the contract may be applied toward any debt Vendor owes the State of Texas until the debt is paid in full. These provisions are effective at any time Vendor owes any such debt or delinquency.
35. In accordance with Texas Government Code §552.372, Vendor agrees to (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to RRC for the duration of the Contract, (2) promptly provide to RRC any contracting information related to the Contract that is in the custody or possession of the Vendor on request of RRC, and (3) on termination or expiration of the Contract, either provide at no cost to RRC all contracting information related to the Contract that is in the custody or possession of the Vendor or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to RRC. Except as provided by Texas Government Code §552.374(c), the requirements of Texas Government Code Chapter 552, Subchapter J, may apply to the Contract and the Vendor agrees that the Contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
36. Pursuant to 34 Texas Administrative Code §20.306, if applicable to the SOW, Vendor claims the preference(s) checked below:

Table 1. Vendor Preferences pursuant to 34 TAC 20.036

- | | |
|--|--|
| <input type="checkbox"/> Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran | <input type="checkbox"/> Rubberized asphalt paving material |
| <input type="checkbox"/> Agricultural products produced or grown in TX | <input type="checkbox"/> Foods of Higher Nutritional Value |
| <input type="checkbox"/> Agricultural products and services offered by TX bidders | <input type="checkbox"/> Recycled motor oil and lubricants |
| <input type="checkbox"/> USA produced supplies, materials, or equipment | <input type="checkbox"/> Products produced at facilities located on formerly contaminated property |
| <input type="checkbox"/> Products of persons with mental or physical disabilities | <input type="checkbox"/> Products and services from economically depressed or blighted areas |
| <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel | <input type="checkbox"/> Contractors that meet or exceed air quality standards |
| | <input type="checkbox"/> Recycled or Reused Computer Equipment of Other |

37. Pursuant to Texas Government Code §§2155.004, 2155.006, 2155.0061, and 2261.053, Vendor certifies that the individual or business entity named in the Response is not ineligible to receive the Contract and acknowledges that the Contract may be terminated, and payment withheld, if this certification is inaccurate.
38. Vendor currently is, and for the Contract term duration shall remain, in compliance with the requirements of 42 U.S.C. Ch. 126, §12101, et. seq., the Americans With Disabilities Act, and its implementing regulations, as each may be amended.

- 39. Vendor currently is, and for the Contract term duration shall remain, in compliance with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and shall maintain a drug-free work environment. The final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is fully incorporated by reference and shall constitute part of the Contract, and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 40. Vendor agrees Vendor shall comply with all applicable provisions found within 41 CFR §60-1.4, related to Equal Employment Opportunity. Applicable provisions include, but are not limited to, the following: Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age.
- 41. Vendor represents and warrants that all articles and services provided by Vendor and Vendor's subcontractors under the Contract shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15), state, local, and industry related statutes, rules, regulations, and codes.
- 42. Vendor represents and warrants that Vendor currently does, and for the Contract term duration shall, comply with all requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments; additionally, Vendor shall not place any Vendor's employee at a worksite and Vendor shall not permit any Vendor employee, or any employee of Vendor's subcontractor to perform any work on behalf of or for the benefit of the State of Texas and/or RRC without first ensuring the employee's authorization to lawfully work in the United States.
- 43. Vendor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Contractor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the U. S. General Services Administration.
- 44. Vendor represents and warrants that all statements and information prepared and submitted in this document and Vendor's Response are current, complete, true, and accurate. Submitting a Response with a false statement, and/or material misrepresentations made during the performance of a Contract, are a material breach of the Contract and may void Vendor's Response and the Contract if awarded.

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

Vendor Name

Federal Employer Identification Number

Signature of Authorized Representative

Date Signed

Printed Name & Title of Authorized Representative

ATTACHMENT 5
VENDOR INFORMATION SECURITY AGREEMENT

Purpose

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

Definition of Vendor

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

Vendor Access

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

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

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

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

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

Vendor Printed Name

Vendor Representative's Printed Name

Vendor Representative Signature

Date Signed

ATTACHMENT 6
PRICING WORKSHEET

The Pricing Worksheet provides the framework for detailed cost information for the project delivered in the Alternative Fuel Safety Workorder, the Environmental Permits Process Implementation Workorder, Production Support & Maintenance. The Pricing Worksheet must be the only document containing proposed pricing information in the offer.

At line 1-11 of *Table 1-Workorder 1 & 2 Pricing*, Vendors must provide the cost of each deliverable associated with the Alternative Fuels Safety Modernization (Workorder 1) Deliverable, including all software, hardware, software customization, implementation services, and deployment services and activities required to support the POC and final deliverables. At line 13, Vendors must provide the total price of the Alternative Fuels Safety Modernization (Workorder 1) deliverable. The total price should be the sum of lines 1-11.

At line 13-23 of *Table 1-Workorder 1 & 2 Pricing*, Vendors must provide the cost of each deliverable associated with the Environmental Permitting Modernization (Workorder 2) Deliverable, including all software, hardware, software customization, implementation services, and deployment services and activities required to support the POC and final deliverables. At line 24, Vendors must provide the total price of the Environmental Permitting Modernization (Workorder 2) Deliverable.

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

Table 1: Workorder 1 & 2 Pricing

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

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

<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
22	Environmental Permitting Modernization (Workorder 2) Post-deployment support logistics plan	\$
<u>Line #</u>	<u>Item Description</u>	<u>Price</u>
23	Environmental Permitting Modernization (Workorder 2) Analysis for an expandable platform for additional environmental permitting areas	
24	Environmental Permitting Modernization (Workorder 2) Total Price	

Table 2: Hourly Rate Pricing

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

RRC Contract No. 455-21-1011
RFO No. 455-21-1011
Salesforce Implementation Support Services (SISS)
Attachment 6

ATTACHMENT 7
RRC SAMPLE CONTRACT

SAMPLE CONTRACT NO. 455-21-1011
between
RAILROAD COMMISSION OF TEXAS
and
VENDOR
for
Salesforce Implementation Support Services

THIS AGREEMENT (“Contract”) is made and entered into by the State of Texas, through the **RAILROAD COMMISSION OF TEXAS** (“RRC”), a state agency located at 1701 N. Congress Avenue, Austin, Texas 78701 and **VENDOR** (“Vendor”), located at **PHYSICAL ADDRESS, CITY, STATE, ZIP CODE** (individually “Party”; collectively “Parties”).

WITNESSETH

WHEREAS, Texas Government Code Chapters 2155 and 2157 provide for RRC’s authority to procure information technology goods and/or services and RRC intends to acquire certain information technology goods and/or services, namely implementation services and support required to maintain, enhance, and expand RRC’s current system (“Salesforce Implementation and Support Services (SISS)”), and

WHEREAS, in accordance with applicable provisions of Texas Government Code Chapters, 2155, 2157 and 2261, RRC has selected Vendor to provide the desired Salesforce Implementation Support Services solution referenced within the RRC SOW No. 455-21-1011 (“SOW No. 455-21-1011”), and the Vendor has agreed to provide the desired Salesforce Implementation Support Services solution referenced within SOW No. 455-21-1011, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of SOW No. 455-21-1011 including but not limited to insurance and specifications within the Statement of Work, constitute part of this Contract No. 455-21-1011.

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

I. CONTRACT DOCUMENTS

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

- a. This Contract No. 455-21-1011;
- b. Exhibit A, SOW No. 455-21-1011, including all associated attachments, appendices, exhibits,

- and addenda; and
- c. Exhibit B, Vendor's Offer, dated Month DD, YYYY (Vendor's Name Offer), including Original Pricing dated Month, DD, YYYY.

1.2 INCORPORATED BY REFERENCE. All elements listed in 1.1.a. through 1.1.c. are attached and hereby incorporated by reference and constitute part of the Contract as if fully set forth herein.

1.3 ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this Contract No. 455-21-1011 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. 455-21-1011; then
- b. Exhibit A, SOW No. 455-21-1011; and then
- c. Exhibit B, Vendor's Offer.

II. TERM

2.1 CONTRACT AWARD.

- a. The original term of this Contract shall be from date of the last Party's signature and shall continue through August 31, 2023 ("Original Term"), unless terminated earlier as provided in SOW No. 455-21-1011, and/or section 2.02. set forth below.

Prior to expiration of the Original Term or subsequent renewal term, as applicable, RRC may extend this Contract, by written amendment, for up to three (3) additional one-year optional renewal terms.

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

2.2 TERMINATION.

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

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

III. CONSIDERATION AND SERVICES

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

3.2 SERVICES.

- a. Vendor shall provide the goods and services necessary and reasonably inferable to complete the work described in SOW No. 455-21-1011.
- b. Vendor's services shall include all disciplines agreed upon between the Parties and all related usual, customary and other services necessary and reasonably inferable to deliver all services in accordance with RRC's specifications and the terms and conditions of this Contract.
- c. Additional goods and services are those services which shall be provided ONLY if authorized or confirmed in writing by RRC, and which are in addition to the goods and services contained within the scope and content of RRC's specifications and Vendor's Offer in response to the SOW No. 455-21-1011. 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 (SOW No. 455-21-1011) describes the intended project scope and character. The Parties agree it is Vendor's responsibility to review and understand requirements of the entire Statement of Work, including specifications therein, and to provide deliverables, including information resources services, to achieve those objectives.
- e. Vendor agrees and acknowledges that RRC is entering into this Contract in reliance on Vendor's represented professional abilities with respect to performing the services, duties, and obligations under this Contract. Vendor, and Vendor's consultants and subcontractors (if any) shall perform all services pursuant to this contract diligently and shall endeavor to further the interest of RRC in accordance with RRC's requirements and procedures and the standards of care and performance as described herein. Vendor agrees to use its best efforts to perform the Services (i) in accordance with the usual and customary professional standards of care, skill and diligence consistent with industry best practices for vendors that provide services for projects that are similar in size, scope, and budget to that within this Contract, and (ii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to Vendor that will limit or prevent performance by Vendor of the services required under the

Statement of Work and the Contract. Vendor hereby agrees to correct, at its own cost, any of its services, and the services of its consultants and subcontractors (if any) that do not meet this standard of care.

- f. Vendor's services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Vendor's services by RRC shall relieve Vendor of any of its duties or release it from any liability, it being understood that RRC is, at all times, relying upon Vendor for its skill and knowledge in performing Vendor's services. RRC shall have the right to reject any of Vendor's goods/services in accordance with the terms and conditions of SOW No. 455-21-1011.
- g. Vendor agrees to furnish efficient business administration and superintendence and to use Vendor's best efforts to fulfill the Contract requirements in an expeditious and economical manner consistent with the interest of RRC and Vendor's professional skill and care.
- h. Vendor shall allocate adequate time, personnel and resources as necessary to deliver goods and/or perform services and work under the Contract. Changes of Vendor's key personnel identified in Vendor's Proposal shall not be made without prior written approval of RRC. Vendor's day-to-day project team will be led by Vendor's Project Manager unless otherwise directed by RRC or prevented by factors beyond the control of Vendor. Vendor's Project Manager shall act on behalf of Vendor with respect to all phases of Vendor's goods and/or services delivery and shall be available as required for the benefit of the project and RRC.

3.3 PAYMENTS TO VENDOR.

- a. Payments to Vendor will be made in accordance with the terms and conditions of the Contract, and within thirty (30) days from receipt of a complete, correct, and approved invoice or statement of payment in accordance with Texas Government Code Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Vendor will be paid for completion of work accepted and approved by RRC.
- b. Vendor shall invoice RRC for work accepted and approved by RRC. Vendor shall submit invoices as specified in SOW No. 455-21-1011.

IV. WARRANTIES AND CERTIFICATIONS

4.1 WARRANTIES.

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

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

standards and capabilities unless stated otherwise in this Contract.

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

4.2 NONCONFORMITIES AND DEFECTS

Vendor shall inform RRC of any defects or nonconformities Vendor discovers in goods, services, or products provided by Vendor. Vendor agrees that defects or other non-conformities in a product, good, or service may not be readily apparent, including, but not limited to contracts for software development. In the case of software development contracts, defects or non-conformities may not become apparent until after testing is complete and the RRC determines a project phase is over.

Despite initial approval by RRC, RRC reserves the right during the term of the Contract or warranty set forth in this Section IV to determine in its sole discretion that a non-conformity or defect exists in a good, service, or product provided by Vendor. After RRC informs Vendor of its determination, Vendor shall immediately take such curative measures as are necessary for the good, service, or product to become acceptable to RRC and to minimize adverse effects or damages to RRC, but in no event shall the cure be made later than (30) days after receiving notice of RRC's determination. Curative measures are limited to remediation of the unsatisfactory work without change to the applicable specifications and without regard to the amount of the effort expended on the original deliverable. Cure to all defects and nonconformities must take place by the end of the warranty term or the warranty will be extended until all defects and nonconformities are cured.

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

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

4.4 SURVIVAL OF OBLIGATIONS.

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four years beyond the termination or completion of the Contract, or until four years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in RRC's opinion is related to the

subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

V. FUNDING.

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

VI. VENDOR PERSONNEL.

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

VII. NOTICES.

7.1 LEGAL NOTICES.

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

For RRC:

Railroad Commission of Texas
Administration Division-Contract Management
P.O. Box 12967
Austin, Texas, 78711-2967
 Attention: Theresa Lopez
 Phone: 512-463-6953
 Fax: 512-936-6402
 Email: theresa.lopez@rrc.texas.gov

For Vendor:

Vendor Legal Name
Full Mailing Address
City, State Zip
 Attention: _____
 Phone: _____
 Fax: _____
 Email: _____

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

VIII. MISCELLANEOUS PROVISIONS.

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

8.2 SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract No. 455-21-1011 shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

8.4 SOVEREIGN IMMUNITY. The Parties agree and acknowledge that nothing contained in SOW No. 455-21-1011, Vendor's Offer, or this Contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the State of Texas. RRC and the State of Texas retain all legal defenses and immunities available to each. RRC does not waive any privileges, rights, defenses, remedies, or immunities, available to RRC as an agency of the State of Texas or otherwise available to RRC.

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

8.6 ENTIRE CONTRACT AND MODIFICATION. This Contract No. 455-21-1011 and all Contract Documents referenced in Section 1.01. herein constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

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

RAILROAD COMMISSION OF TEXAS

VENDOR

Wei Wang
Executive Director

Printed Name
Title: _____

Date of Execution

Date of Execution

_____RRC use only below this line.

Div. Director: _____

CM Director: _____

Procurement Director _____

OGC: _____

ATTACHMENT 8-
RRC WORK ORDER PROCESS

1. INTRODUCTION

RRC may order applicational services as described within the Statement of Work applicable to a Contract arising from RFO No. 455-22-1011 only by issuing Work Orders as described below. Where the Work is referenced in the Procedures for Work Orders, it is referencing applicational services of the Statement of Work. **Vendor should note: RRC guarantees no minimum number or minimum dollar amount of Work Orders that may be issued.**

2. WORK ORDERS

AT ANY TIME DURING THE CONTRACT, RRC MAY ISSUE A WORK ORDER. WORK ORDERS MUST BE IN WRITING.

Each Work Order shall include:

- The Contract Number and Name;
- The Work Order Number;
- Estimated start and end dates for the Work described in the Work Order;
- The name and contact information of the RRC Project Manager and any other RRC contacts; and
- A detailed description of the Work to be performed.
- A Work Order may include additional information or requirements at the discretion of RRC.

3. WORK PLANS

Within 14 calendar days after RRC issues a Work Order, Vendor must submit a written Work Plan to the RRC Project Manager. RRC may specify a different deadline for Work Plan submission. The work plan is a proposal to be prepared at the Vendor's expense.

Each Work Plan shall include:

- The Vendor's name;
- The Contract Number and Name;
- The Work Order number;
- The name and contact information of the Vendor's Project Manager;
- A description of the steps the Vendor will undertake to complete the Work;
- A timeline for completion of the Work, including dates for all milestones and deliverables;
- Key personnel that will be assigned to the Work Order;

- An itemized budget that conforms to the Contract price list;
- Any additional information requested in the Work Order; and
- Vendor's signature, with printed name and title.
- Vendor must comply with requirements of any applicable HUB Subcontracting Plan. All Work Plans must include confirmation statement that all subcontractors to be used on a Work Plan are listed on the Vendor's HSP. Vendor shall amend an applicable HSP in accordance with HSP requirements.

4. WORK PLAN REVIEW

RRC may review the Work Plan and either approve it or request changes. If RRC requests changes, Vendor shall re-submit the Work Plan to the RRC Project Manager within fourteen calendar days. RRC may specify a different deadline for Work Plan re-submission.

Vendor agrees to continue and to complete work assigned under a Work Order within the original estimate or budget provided in the Vendor's Work Plan unless the RRC agrees to an adjustment. The RRC budgets for and encumbers funds only up to the not-to-exceed dollar amount contained in each Work Order and, therefore, materially relies on the Vendor's diligence in the preparation of estimates submitted for approval in the Work Plans. The essence of the reliance is that partially completed work products, which could be a consequence of inadequately prepared estimates, may be of little or no use to the RRC. The Vendor acknowledges and agrees that the RRC may materially rely on these Vendor-prepared estimates.

ATTACHMENT 9

RRC CHANGE MANAGEMENT PROCESS

Purpose

The purpose of this change management process is to implement controls on how project changes will be requested, prioritized, approved, and implemented. A change is defined as a request for:

- Modifications to approved project scope;
- Modifications to approved project budget;
- Modifications to functionality in the approved software requirement specification;
- Modifications to design features in the approved software design document;
- Modifications to major milestones dates as defined in the Work Plan; and
- Other items as deemed appropriate by the Chief Information Officer.

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

Procedure

1. The person requesting the change will complete the Change Request Form provided by RRC.
2. The form is to be emailed to the RRC Project Manager.
3. The RRC Project Manager will log the request in the Change Management Tracking Log.
4. The RRC Business Analyst and Technical Lead will assess the impact (impact to the project schedule, cost, resources and risks), and communicate the results to the RRC Project Manager.
5. The RRC Project Manager will update the Change Request Form with the impact results and include the Change Request as an agenda item for the next RRC project Sponsors meeting, or project Change Control Board meeting. The RRC Project Manager will provide a copy of Change Request Form and the latest version of the Change Management Tracking Log to the meeting attendees.
6. The RRC project Change Control Board members will evaluate the Change Request and determine a disposition.
7. If the change is approved, the RRC Change Control Board will provide priority of the change in relation with the original scope of the project.
8. The RRC Project Manager and RRC Contract Manager will issue a Notice to Proceed for the Change Order if it is approved and results in a change of cost, or change to the project completion date, to the related workorder/contract. Otherwise, the RRC Project Manager will communicate the Change Request disposition to the Vendor Project Manager.

9. The RRC Project Manager will update the disposition of the requested change in the Change Management Tracking Log.

Notes

1. If the RRC Change Control Board’s approved Change Request has an impact greater than ITS discretionary threshold of hours for software development efforts, the impacts of the Change Request will be presented to the RRC IT Steering Committee (ITSC) by the division requesting the change. ITSC may determine a different disposition or the priority in which the change request will be completed against other Agency approved Fiscal Year work.
2. Disagreements in the Change Requests disposition may be escalated to the ITSC at the discretion of the Sponsor(s).
3. For Emergency Requests, the RRC Project Manager can schedule a short notice RRC project Change Control Board meeting or request an email vote of the members.
 - Emergency Requests will be considered items that, if not processed and implemented immediately, will greatly impact the project or program schedule, budget, resources and or quality of the product. The RRC Chief Information Officer will determine what constitutes an emergency.

Table 11: Document Change History

Date	Change made by	Description of Change
6/8/2017	Edgar Chavez	Initial draft of the change management process
6/30/2020	J. Reese Miller	Revising Draft to meet Accessibility Requirements. Also added step 8 in the procedure. Step 8 states that the RRC PM and CM will issue an NTP to the vendor to start work on the Change Request.
10/20/2021	Don McGrew	Updated to reflect more current nomenclature and specify limited use of an NTP.