

**AMENDMENT NO. 5
CONTRACT NO. 455-19-9003 FOR
INSPECTION ENFORCEMENT TRACKING AND REPORTING SYSTEM
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
SENSE CORP**

THIS AMENDMENT NO. 5 to Contract No. 455-19-9003 (“Contract”) is entered into by and between the State of Texas acting through the Railroad Commission of Texas (“RRC”), located at 1701 N. Congress Ave., Austin, Texas and Sense Corp (“Vendor”), located at 2500 Bee Caves Road, Building Two, Suite 220, Austin, Texas (individually “Party”; collectively, “Parties”).

WHEREAS, SECTION 7.08 of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, on October 18, 2019, the Parties executed Amendment No. 1 to the Contract to modify section 1.01., SERVICES REQUIRED., subparagraph a., to include necessary wording, to modify section 3.01. CONTRACT LIMIT, FEES AND EXPENSES., changing the not-to-exceed total amount of the Contract through the total Contract Term from FOUR MILLION EIGHT HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND ZERO CENTS (\$4,847,282.00) to FIVE MILLION THREE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS (\$5,313,679.00), and memorializing RRC’s acceptance of Vendor’s proposed approach to Phase 2 of the Project and Vendor’s revised terms and assumptions included as Attachment 1 to Amendment No. 1 to the Contract; and

WHEREAS, upon completion by Vendor and acceptance by RRC of Phase 1 deliverables, Vendor submitted to RRC a written request for release of retainage withheld from Payment of Phase 1 deliverables; and

WHEREAS, RRC considered Vendor’s request for release of retainage withheld from payment of Phase 1 deliverables and deemed the Vendor’s request was fair and reasonable; and

WHEREAS, RRC reviewed the Contract terms and conditions and identified no provision that permitted RRC to release any retainage prior to Vendor’s completion of all work in all phases of the Contract; therefore, an amendment to the Contract would be necessary to contractually enable RRC to fulfill Vendor’s request; and

WHEREAS, on December 16, 2019, the Parties executed Amendment 2 to the Contract to add subsection 7.09; RELEASE OF RETAINAGE; to allow RRC, at RRC’s sole discretion, to release retainage withheld prior to the completion of the Contract for individual, fully complete and accepted Phase prior to completion of any subsequent phases; and

WHEREAS, on March 25 ,2020, the Parties executed Amendment 3 to the Contract to add subsection 4.2.20; Payment to Contract; to temporarily waive the requirement for a Notarized Progress Payment due to the Texas State of Disaster Declaration and any subsequent Declarations related to the COVID-19 pandemic; and

WHEREAS, on August 28, 2020, the Parties executed Amendment 4 to the Contract to modify Section 3.01, CONTRACT LIMIT, FEES AND EXPENSES, changing the not-to-exceed total amount of the Contract through the total Contract Term from FIVE MILLION THREE HUNDRED THIRTEEN THOUSEAND SIX HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS (\$5,313,679.00) to SIX MILLION EIGHT HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS (\$6,813, 679.00); and

WHEREAS, the Parties desire to further amend the Contract terms to their mutual benefit to reflect the changed circumstances.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

I. SECTION I. CONTRACT DOCUMENTS. is deleted in its entirety and replaced with the following:

I. CONTRACT DOCUMENTS

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

- a. This Contract No. 455-19-9003;
- b. Exhibit A, RRC's RFO No. 455-18-9003, including all associated attachments, appendices, and addenda;
- c. Exhibit B, Vendor's Offer, including Vendor's Response dated October 16, 2018 as amended and/or revised by Vendor's Revised Response and related pricing dated January 30, 2019, as amended and/or revised by Vendor's Best and Final Offer dated February 05, 2019 (collectively "Vendor's Offer"); and
- d. Exhibit C, Vendor's Best and Final Offer, dated April 6, 2021 (attached).

Beginning September 1, 2021 Vendor is responsible for support and maintenance of applications that are in production as of August 31, 2021 as detailed in Exhibit C.

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

1.03 ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this Contract No, 455-19-9003 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. 455-19-9003; then
- b. Exhibit A, RRC's RFO No. 455-18-9003, including all associated attachments, appendices, and addenda; then
- c. Exhibit B, Vendor's Offer; then
- d. Exhibit C, Vendor's Best and Final Offer

II. SECTION 2.01. CONTRACT AWARD, subparagraph a (as amended through Amendment No. 4), is deleted in its entirety and replaced with the following:

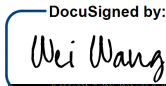
2.01 CONTRACT AWARD. The original term of this Contract shall be effective from date of the last Party's signature date of the original contract and is extended until August 31, 2022, unless terminated earlier as provided in RFO No. 455-18-9003, Part IV, and/or section 2.02 of the original contract.

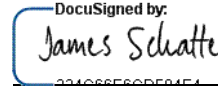
Except as expressly amended above, all provisions of the Contract, as amended through Amendment No.4, remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be this Amendment No. 5, then Amendment No. 4, then Amendment No. 3, then Amendment No. 2, then Amendment No. 1, and then the original Contract in accordance with section **1.03. ORDER OF PRECEDENCE.**, therein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 5 to the Contract to be effective as of the date of the last Party’s signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS

SENSE CORP

DocuSigned by:

A320F7878B01444...
Wei Wang,
Executive Director

DocuSigned by:

334066E66CDF84E4...
James Schatte
Senior Vice President, Public Sector

Date of Execution:

Date of Execution:


5/4/2021

5/4/2021

RRC use only below this line.

Div. Director:  5/3/2021

CM COO:  5/3/2021

Procurement Director:  5/3/2021

OGC:  4/30/2021



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

Maintenance & Support Offering – Best and Final Offer

April 6, 2021

BACKGROUND

As part of the Inspection Enforcement Tracking and Reporting (IETRS) Project, Sense Corp has built two applications for RRC – CASES and PIPES – both leveraging RRC’s Salesforce platform. RRC has requested to amend the IETRS contract to extend it until August 31, 2022 to ensure Sense Corp can provide maintenance and support services for the applications that are in production as of August 31, 2021. Below are the proposed maintenance and services Sense Corp can provide in support of this request and the associated hourly rate pricing per RRC’s request.

PROPOSED SERVICES

The objectives for the maintenance and support services for the RRC are to:

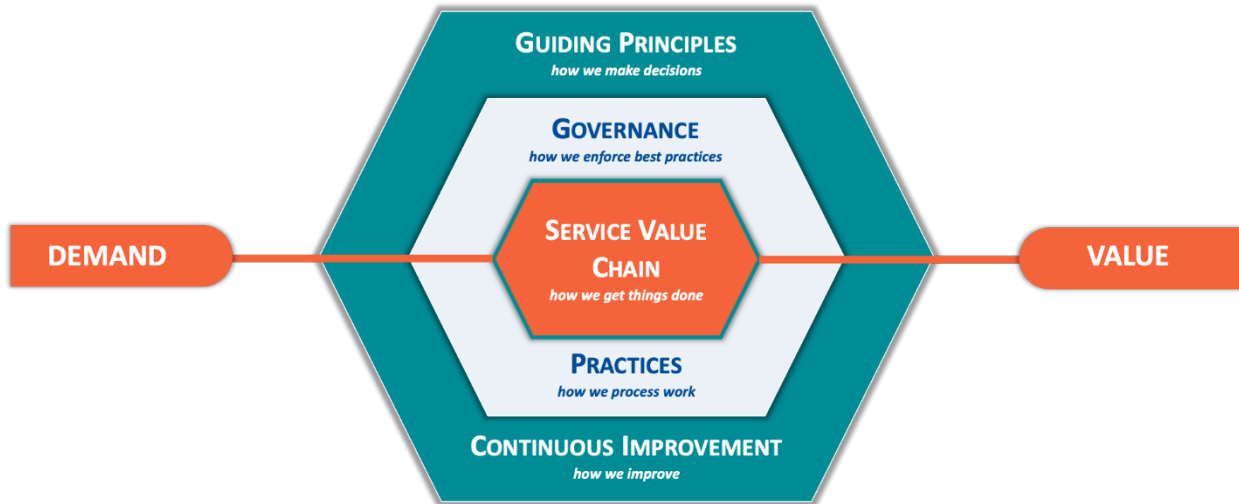
- Ensure quality and timely execution of break/fix services for defects within the CASES and PIPES applications, which Sense Corp has built on RRC’s Salesforce platform including incident management from initial reporting of a defect through resolution
- Provide necessary reporting to RRC to meet contracted reporting requirements, including Service Level Agreements (SLAs)
- Adhere to ITSM ITIL best practices and frameworks (where possible) to drive standardization and consistency for stakeholders

Sense Corp has broken down managed services into two (2) service level practices for this engagement:

- **SERVICE DESK:** On-demand access through a service portal to Sense Corp Managed Services team for general questions and data / solution interpretation requests.
- **INCIDENT MANAGEMENT:** Scheduled and on-demand case management from initial report to case closure for technical and application defects. A defect is defined as a condition where something does not behave as defined by existing requirements or specifications.

BENEFITS OF OUR APPROACH

Sense Corp is uniquely qualified to assist RRC with application maintenance and support services for the CASES and PIPES applications. In addition to our industry expertise, we utilize the ITIL 4 Service Value System to effectively deliver IT service management capabilities for our clients in a collaborative and continuously improving cycle.



The benefits of our approach include:

- Sense Corp will partner with RRC to ensure leadership expectations are set well and met. We build strong relationships with business and technical team members and encourage collaboration through:
 - Frequent and effective communication
 - Effective risk mitigation
 - Documentation of critical decision points, as well as interim and final project deliverables
 - Actionable recommendations
- Sense Corp will ensure deliverable quality. We focus on value and bring accountability.
- Sense Corp will leverage its extensive experience with applicable public sector and technology engagements to bring a team that is familiar with and knowledgeable about the systems, people, and processes utilizing the solution. This experience will accelerate the transition planning and knowledge transfer process and ultimately result in more timely and efficient resolution of cases.
- The services Sense Corp provides are based on a knowledge that goes beyond technical expertise. Our team consists of individuals who can communicate with RRC in terms that the business understands. It is through this approach that Sense Corp will provide optimized services to exceed RRC's expectations and requirements.
- We have a culture of collaboration and knowledge sharing. Our resources work well together and will document knowledge gained throughout the process, so we can collectively leverage this information as a group to provide better service delivery and ensure alignment with RRC service levels.
- We are passionate about providing the best customer experience and making sure items are resolved to an end user's satisfaction. We will always go the extra mile to provide exceptional service.

SERVICES APPROACH AND PRICING

Below are the details of our services approach including:

- Incident Response and Communication Processes
- Service Level Agreements
- Operating Guidelines
- Deliverables
- Pricing

INCIDENT RESPONSE AND COMMUNICATION PROCESSES

The Sense Corp Support Coordinator will be the primary liaison and primary point of contact for RRC to streamline maintenance and support services through a dedicated Sense Corp-hosted support portal. However, Sense Corp will work with RRC to understand communication mechanisms and coordinate activities accordingly. This will help to perform initial triage of such incidents to determine resolution path to the extent reasonably possible based on information provided and assign cases to applicable Sense Corp resources.

To aid in strategically addressing customer needs and quickly resolving issues, three (3) levels of application support have been designed across the Sense Corp managed services offerings. Based on RRC's existing support services, the Sense Corp scope of application maintenance and support services will include Levels 2 and 3, and RRC will continue to provide Level 1 support as follows:

- **LEVEL 1:** RRC resources will provide end user support and perform basic support and troubleshooting, such as password resets, break/fix instructions, ticket routing, and escalation to Level 2 and Level 3 support. A Level 1 resource will gather and analyze information about the user's issue and determine the best way to resolve their problem. If the issue needs to be escalated to Level 2 or Level 3, the RRC resource will provide full details of the issue and document those details when opening the case within the Sense Corp-hosted support portal. Level 1 may also provide support for identified Level 2 and Level 3 issues where configuration solutions have already been documented.
- **LEVEL 2:** Sense Corp resources will handle break/fix, configuration issues, and troubleshooting. We will handle escalated issues that Level 1 support is not equipped to handle. Level 2 will sometimes escalate to Level 3, depending on the issue. A Level 2 resource will have an in-depth knowledge of the technology but may not be the developer that implemented the solution. Therefore, Level 2 will research and implement fixes for new issues and only escalate to Level 3 if it is out of their skill set or ability to solve. Sense Corp will work with a designated RRC resource regarding end user testing and validation in UAT and PROD environments. The RRC resource is responsible for coordinating and communicating with the end user regarding the retesting and validation efforts.
- **LEVEL 3:** Sense Corp resources will work jointly with SMEs to handle all escalations related to issues that cannot be resolved by Level 2 support. A Level 3 resource will serve as an escalation

point for difficult issues and may include RRC IT, software vendors (such as vendor software support), etc. Sense Corp will work with a designated RRC resource regarding end user testing and validation in UAT and PROD environments. The RRC resource is responsible for coordinating and communicating with the end user regarding the retesting and validation efforts.

The Sense Corp-hosted support portal is a Jira Service Desk Portal where RRC will open cases and be able to monitor progress towards resolution and closure. Sense Corp will assign a severity to each case and will use the severity to prioritize the cases being addressed.

Incident Severity Level	Definition
Critical	The incident has caused a complete and immediate work stoppage affecting a primary business process or a broad group of users. No workaround available.
High	Business functions are severely degraded, multiple users are impacted or key users are affected. A Workaround may be available; however, the workaround is not easily sustainable.
Medium	Certain functions are unavailable to end users or a system and/or service is degraded. A workaround may be available.
Low	An Incident that has little impact on normal business processes and can be handled on a scheduled basis. A workaround is available.

In general, the process for working through cases will include the following steps, which mimic the ITIL Service Value Chain and includes the following steps:

1. RRC designated personnel will open a ticket within the provided service portal.
2. Sense Corp Support Coordinator will “engage” or review the case within one business day and assign a severity to the case.
3. The Sense Corp Support Coordinator will assign the case to a Sense Corp support resource for triage, where they will diagnose and work through a technical solution to resolve the case and provide the preliminary assessment of the Level of Effort (LOE) to resolve the defect.
4. The Sense Corp Support Coordinator will record the initial LOE within the case, and the RRC case creator will be able to review and approve the LOE estimate prior to Sense Corp resources addressing the defect.
5. Once RRC has approved Sense Corp to proceed with resolving the defect, Sense Corp resources will execute the identified steps to resolve the issue and will validate resolution of the issue with internal validation / testing (when necessary).
6. Sense Corp will update the case with the actual LOE required to resolve the defect and any explanation for deviations from the initial LOE.
7. The Sense Corp support resource will notify the RRC case creator of resolution and confirm resolution with RRC.
8. The Sense Corp support resource will document the result and method of resolution and add to the knowledge base within the services portal (as appropriate), which could be used in the future to help RRC resolve issues.

SERVICE LEVEL AGREEMENTS

For a per incident, hourly rate arrangement, Sense Corp Services Level Agreements (SLAs) will include the following Performance Targets.

SLA Number	Service Level
1	Maximum time to acknowledge and assign case is eight (8) Business Hours.
2	Maximum time to provide an initial Level of Effort (LOE) is sixteen (16) Business Hours from Assignment. Initiation of defect resolution will not begin until RRC approves initial LOE.
3	Provide Monthly Status Report by 5:00 p.m. CST on the last business day of the month.

OPERATIONAL REPORTING & MONITORING

To ensure expectations are aligned, Sense Corp will deliver monthly status reports with the required operational metrics within the required timeframes. In addition, during the monthly status reporting, Sense Corp will include any exceptions, issues, or areas of concern and highlight any areas where opportunities for improvement may exist.

To improve process effectiveness, efficiency, and cost effectiveness, the Sense Corp team will utilize a continual service improvement approach:

- Review and analyze case resolution data and trends to ensure that services are meeting agreed service levels
- Review case resolution data to ensure processes and procedures are achieving the desired results
- Conduct quarterly meetings with the team to highlight areas of improvement or concern
- Present recommendations to team for improvements
- Assist in prioritizing improvement opportunities
- Build our knowledge base to reduce duplication of effort and more timely resolution of cases
- Conduct joint status meetings (as needed) to address issues, risks, and areas of improvement or concern

OPERATING GUIDELINES

Below are the guidelines by which we will operate.

- RRC will provide Sense Corp a connection access (i.e., via laptop or VPN) to enable work from our Austin Solution Center or other U.S.-based location.
- Standard support hours are Monday through Friday from 8:00 AM to 5:00 PM CST on days not resulting in RRC being closed agency-wide based on the State of Texas' published holiday calendar.
- Sense Corp will submit an estimated level of effort to resolve prior to working any support items in excess of two hours.
- RRC will continue to provide Salesforce platform admin support functions and work directly with Salesforce under the existing support agreements with Salesforce to resolve platform-related

issues. RRC will also support any other applications built on the Salesforce Platform. Sense Corp services will be for application-level support for CASES and PIPES.

DELIVERABLES

Below are the deliverables Sense Corp will produce and maintain as a part of the application support services.

- Operational Monthly Status Reporting
- Cases as documented in the Services Portal
- Knowledge Base (updated and maintained)

PRICING

The blended hourly rate for the application support services is \$125. This rate is based on what is in production for CASES and PIPES as of August 31, 2021. RRC will be billed monthly based on actual effort for application services provided and document any discrepancies from initial LOE vs. actuals in the services portal by case.