

# RAILROAD COMMISSION OF TEXAS

## OPERATIONS DIVISION

### ADDENDUM #2

**DATE: 09/27/2024**

**IFB#: 455-25-1005**

**TITLE: IFB RRC REGULATORY CONFERENCE**

**PROPOSAL DEADLINE: Tuesday, October 2, 2024, at 2:00 PM Central Standard Time**

#### Item 1:

**The purpose of this Addendum is to publicize submitted questions with answers:**

NO.	QUESTIONS	ANSWERS
1	Page 1 H.- Term: could you provide us with additional specifics on what kind of proof of financial stability would be requested.	This is a boilerplate standard term and condition. It is not anticipated that RRC will ask for proof of financial stability.
2	Page 3 #5 Products and Conditions: Could you advise more details on what the template, Voluntary Product Accessibility Template (VPAT), entails? Page 3 #6 A. Use of Access Data: "Marketing"- requesting more details on what kind of marketing is prohibited. For example, when an individual makes a reservation they will receive an email prior to arrival with marketing information about the resort and amenities. It will be hard to regulate the communication following a reservation.	#5 This boilerplate term is not applicable. RRC is not asking for a product template. #6 This is another boilerplate term that is inapplicable. This term is intended to be used in IT contracts.
3	Page 7 A. All-inclusive Price: Can we amend/omit as some pricing is exclusive. For example, food and beverage is exclusive of service charge. Page 4 E. Payments: will RRC be able to complete a Direct Billing Application to establish credit to pay in full after departure of group? Page 5. B Records and Audit: Can we amend/omit – we cannot agree to give full access to all our records at the resort.	A. The key phrase "unless otherwise noted within the contract documents" applies. This is another boilerplate term. E. This is not relevant. The proposed provision would not be in conflict. B. Request denied. This is a required term. And the State auditor isn't going to ask for the records of the whole resort.
4	Page 8. I Responsibility for Actions: #2. We request to remove " Vendor covenants to fully cooperate with RRC to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of	No.

	conflicts of interest.” The Resort employ hundreds of employees at the Resort.	
5	Page 9. J. Confidentiality: #1 Can we amend/Omit: Vendor acknowledges that RRC is a government agency subject to the Texas Public Information Act. Vendor also acknowledges that RRC is a government agency that will comply with the Public Information Act and with all opinions of the Texas Attorney General’s office concerning this Act	No. This is a required term.
6	Page 10 K. Could provide more specifics on the RRC’s security requirements before we accept? “. If a Vendor fails to comply with RRC’s security requirements, then RRC may immediately terminate its Purchase Order and related Service Agreement.: Page 10 L. Could we amend/omit “Background and/or Criminal History Investigation” Page 10. M- could we replace “punitive” with damages?	K. It is not anticipated that security services will be required under this contract. L. Request denied. These are standard terms and conditions. M. No. This is a standard term and condition.
7	Page 14. #13 and #17- we cannot agree to the clause indicated, please advise if there is flexibility to remove.	13. This isn't a question. 17. You are commenting on a provision that is not applicable to a contract for services.
8	Page 16. B. Termination- we cannot agree to a 30 calendar day notice of cancellation as it would be challenging for the Resort to recuperate if cancelled 30 days prior to arrival. Can a sliding scale be mutually agreed on? Please advise. Has the group ever had to cancel due to availability to state funding? Could you elaborate more on this clause?	Specific negotiated terms in the final agreement itself will control, unless a term is required by law to be included in the contract. No. Yes, RRC can elaborate. The Texas Constitution prohibits encumbering more state funds than an agency has been allocated. In other words, state agencies are not normally allowed to accrue debt in excess of legislative provision.
9	Page 17. #4 C- Recovery of Funds: we request the clause to be removed. Please advise Page 17. Force Majeure- Can we replace with the Resort’s standard clause?	#4 C- This is negotiable. Force Majeure language is negotiable in the final contract.

All other aspects of **IFB# 455-25-1005** remain as is.

Pablo Almaraz, CTCM, CTCD  
Contract Manager IV  
Contract Management  
**Phone:** 512-463-7150  
**Email:** pablo.almaraz@rrc.texas.gov

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**RECEIPT OF ADDENDUM #2 OF IFB# 455-25-1005**