



RAILROAD COMMISSION OF TEXAS

CONTRACT ADMINISTRATION SECTION

**1701 N. CONGRESS AVENUE
AUSTIN, TEXAS 78701**

REQUEST FOR PROPOSALS - BUNDLED

**SOLICITATION AND CONTRACT DOCUMENTS
FOR
RFP #455-18-8667**

MASTER SERVICE AGREEMENT FOR SITE REMEDIATION - ASSESSMENT AND CLEANUP SERVICES 8 SERVICE AREAS

1. Abilene – Districts 07B & 08A	5. Pampa – District 10
2. Corpus Christi – District 04	6. San Angelo – District 07C
3. Kilgore – Districts 05 & 06	7. San Antonio – Districts 01 & 02
4. Midland – District 08	8. Wichita Falls – District 09

Point of Contact:

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POSTING DATE: June 6, 2018

PROPOSALS DUE: NO LATER THAN

3:00PM (CT) 17th day, July 2018

Optional Pre-proposal Conference:

11:00AM (CT) 20th day, June 2018

Table of Contents

DEFINITIONS	3
PART I - GENERAL INFORMATION	5
PART II - STATEMENT OF WORK	7
PART III - GENERAL PROPOSAL INFORMATION AND	12
MANDATORY RESPONSE REQUIREMENTS.....	12
PART IV - GENERAL TERMS AND CONDITIONS AND	20
RESPONDENT AFFIRMATIONS AND CERTIFICATIONS.....	20
ATTACHMENTS	34
 ATTACHMENT 1 - EXECUTION OF PROPOSAL	35
ATTACHMENT 2 – MANDATORY PRICING SHEETS	39
 <i>Abilene – Districts 7B & 8A.....</i>	<i>41</i>
<i>Corpus Christi – District 04.....</i>	<i>42</i>
<i>Kilgore – Districts 5 & 6.....</i>	<i>43</i>
<i>Midland – District 08.....</i>	<i>44</i>
<i>Pampa – District 10.....</i>	<i>45</i>
<i>San Angelo – District 07C</i>	<i>46</i>
<i>San Antonio – Districts 1 & 2.....</i>	<i>47</i>
<i>Wichita Falls – District 09.....</i>	<i>48</i>
 ATTACHMENT 3 – CONTRACTOR’S QUALIFICATIONS STATEMENT	49
ATTACHMENT 4 – HUB SUBCONTRACTING PLAN FORM	57
ATTACHMENT 5 – HUB PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT	58
ATTACHMENT 6 – RESPONDENT’S RELATIVES & EMPLOYEES	59
ATTACHMENT 7 – PAYMENT BOND.....	60
ATTACHMENT 8 – PERFORMANCE BOND.....	61
ATTACHMENT 9 – CONSENT OF SURETY.....	62
ATTACHMENT 10 – CONTRACTOR’S PROGRESS PAYMENT AFFIDAVIT	63
ATTACHMENT 11 – CONTRACTOR’S FINAL PAYMENT AFFIDAVIT	64
ATTACHMENT 12 – SAMPLE CONTRACT	65

DEFINITIONS.

For purposes of this RFP, the following definitions apply:

Addendum: A modification of the specifications issued by RRC.

Basic Sediment/Crude Oil Impacted Soil: Media/soil that may consist of a mixture or solely of paraffin, drilling mud, sludge, sediment, and/or crude oil impacted material. This waste, measured in cubic yards, can be transported in a dump truck or roll off box container.

Basic Sediment and Water (BS&W): Impurities and water contained in the fluid recovered during drilling operations or production. This waste, measured in barrels, can be transported in a vacuum truck.

Best Value: Factors to be considered in determining lowest overall cost and value in making certain purchases. Reference Texas Government Code §2155.074 (Non-Information Technology Related).

Contract: The written agreement, if any, executed by the authorized representative of the parties and the Respondent that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFP, of the respective parties to the arrangement for provision of services.

Contractor: The individual or entity qualified to provide the goods and/or services sought by RRC pursuant to this RFP and who is ultimately be selected to carry out the requirements stipulated in this RFP and any resulting contract.

FMRC: Factory Mutual Research Corporation.

Hydrogen Sulfide (H₂S): An extraordinarily poisonous gas with molecular formula of H₂S. At low concentrations, H₂S has the odor of rotten eggs, but at higher, lethal concentrations, it is odorless. H₂S is hazardous to workers, and a few seconds of exposure at relatively high concentration levels can be lethal, but exposure to lower concentration levels can also be harmful.

NEMA: National Electrical Manufacturers' Association.

Oil and Gas Waste: Materials to be disposed or reclaimed which have been generated in connection with activities associated with the exploration, development, and production of oil and gas or geothermal resources.

OSHA: Occupational Safety and Health Administration; agency of the United States Department of Labor to assure safe and healthful working conditions.

Pit/Tank Bottoms: Sediments and solids that settle to the bottom of a pit/tank and become compacted and cannot be removed by conventional methods such as vacuum truck, jetting, or blending. This waste, measured in cubic yards, can be transported in a dump truck or roll off box container.

Respondent/Proposer: An individual or entity qualified to provide the goods and/or services sought by RRC pursuant to this RFP and who may ultimately be selected to carry out the requirements stipulated in this RFP and any resulting contract.

Request for Proposal (RFP): The document so titled and all exhibits, attachments, and appendices thereto and/or that are incorporated by reference as though fully set forth within.

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

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

Waste Water: Standing water in pit areas and water found in vessels that may be contaminated by crude oil, contains elevated chloride concentrations and is injectable by commercial saltwater disposal facilities. This waste, measured in barrels, can be transported in a vacuum truck.

PART I - GENERAL INFORMATION

1.0. Background. In accordance with the provisions of Texas Government Code Chapters 2155 and 2156, the Railroad Commission of Texas (RRC), seeks competitive sealed proposals from qualified entities for state-managed oil and gas regulation and cleanup activities. The goals of RRC include eliminating the threat of pollution posed by abandoned tank battery facilities, spills, illegal dumping, abandoned reclamation and commercial disposal facilities and other pollution threats under the jurisdiction of RRC. Abandoned tank batteries and other sites under the jurisdiction of RRC pose a threat of pollution to surface and sub-surface waters and for the migration of fluids into formations containing usable quality water or onto surface water. RRC has a regulatory obligation to ensure the proper removal of waste/hydrocarbons and the decommissioning of abandoned tank batteries is properly handled within RRC rules and regulations.

1.1. Project Overview. The Oil and Gas Regulation and Cleanup Fund was created by the 82nd Texas Legislature in 2011. This fund replaced the previous Oil Field Cleanup Fund and allows RRC to plug abandoned oil and gas wells and clean up abandoned oilfield sites. RRC intends to award one or more master service agreements to one or more Respondents offering the best value for the state, while conforming to the specifications required. The work activities will ensure that removal of waste/hydrocarbons and the decommissioning of abandoned tank batteries is properly handled within RRC rules and regulations. Services required under this award include but may not be limited to the activities and requirements as outlined in this RFP.

RRC does not have the personnel or the equipment required to clean up oil and gas waste across the state from abandoned tank batteries, spills, unauthorized dumping, reclamation and commercial disposal facilities and other pollution threats under the jurisdiction of RRC. RRC relies on contracting with lease crews, waste removal companies, companies that handle and remove scrap and equipment that pose a threat to public safety, and cleanup/environmental service companies that are experienced and capable of completing all required work to remove the threat of pollution in Texas in order to meet RRC's regulatory obligations.

1.2. Work Order Contract. RRC intends to enter into a Master Service Agreement Contract (Contract) as a result of this RFP. This will allow for the procurement of services by use of specific requests for work (Work Order) to properly complete operations at sites which are identified as posing a potential threat to the environment and public safety. This RFP describes the requirements that must be met by the selected Respondent. Respondents should carefully read the RFP in its entirety. Award(s) will be based on Respondent's responses to the Statement of Work (SOW) outlined in Part II of this RFP. Failure to provide required information with the Proposal shall automatically disqualify a Proposal from consideration for award in connection with this RFP (Texas Government Code §2156.008).

1.2.1. Work Order Process.

1.2.2. RRC will prepare each Work Order and Contractor will have opportunity to review and provide comments and/or recommend changes. Once RRC and Contractor agree to scope of work and equipment to be used for the Work Order, the Parties will sign the Work Order, the work will be scheduled, and the work shall proceed in a prompt and timely manner.

1.2.3. RRC and Contractor may negotiate terms and items within the Work Order plan, but under no circumstances shall such terms and items conflict with or alter the terms and conditions of the Contract. Terms and conditions of the Contract may only be changed through fully executed Amendment to the Contract.

1.2.4. Contractor shall invoice RRC in accordance with instructions, terms, and conditions of Part IV of the Contract.

1.3. Contract Term. The initial term of the Contract shall be from date of award, or the last signature date, whichever is later, and shall continue for two (2) years (Initial Term). RRC reserves the right to renew the contract one additional two (2) year term, provided that the option to renew is exercised through fully executed Amendment to the Contract prior to expiration of the Contract Initial Term.

1.4. Texas State Agency Holiday Schedule and RRC Official Business Hours. Official state holidays are recognized by Texas state agencies; RRC may not be officially opened for business or may be closed on official state holidays. Respondents submitting Proposals should refer to the Texas State Auditor’s Office website at <http://www.hr.sao.texas.gov/holidays> for the official State Holiday Schedule and information on state agency closures. Respondents should note, the State Holiday Schedules are recorded for each fiscal year (FY); the State FY begins September 1 and ends August 1 of each year.

For the purposes of this RFP and the term of the Contract, the official business hours of RRC are Monday through Friday, 8:00 a.m. to 5:00 p.m.; Saturdays and/or Sundays may be considered workdays at the sole discretion of RRC’s District Director or authorized representative.

1.5. Protest Procedure. Any protest shall be governed by RRC’s protest rules, which are set forth in 16 TEX. ADMIN. CODE §20.1.

1.6. Minimum Qualifications for Respondents. Respondents submitting a Proposal in response to this RFP must meet the following minimum requirements:

1.6.1. Prior to submitting a response to the RFP, it is the sole responsibility of Respondent to have studied the Solicitation and Contract Documents, including but not limited to the Scope of Work and Terms and Conditions, and to have performed independent research as needed to provide a clear understanding of the Contract and the work to be performed.

1.6.2. Respondent shall demonstrate evidence of Respondent’s and Respondent’s supervisor’s performance of successful projects similar in size and scope to this Contract (as judged by RRC) and as described in the Statement of Work. Respondent shall submit required evidence of qualifications on **Attachment 3 – Contractor’s Qualifications Statement**.

1.6.2.1. Respondent understands and acknowledges that Respondent and Respondent’s Supervisor must meet all minimum qualification and/or experience requirements set forth in the Solicitation and Contract Documents for Respondent to be eligible for award of Contract.

1.6.2.2. Respondent, by signing and submitting a Contractor/Supervisor Experience and Qualification Statement affirms Respondent and Respondent’s Supervisor individually and collectively meet minimum qualification and experience requirements. Failure to meet any of the minimum qualification and experience requirements shall result in rejection of Respondent’s Proposal.

1.7. RRC Responsibilities.

1.7.1. RRC shall provide an on-site representative to monitor the cleanup operations and ensure compliance with all specifications and requirements of the Contract.

1.7.2. RRC’s representative shall be present on site and will daily monitor the quality and quantities of the work.

1.7.3. RRC’s representative shall not be responsible for supervision of Contractor’s work or Contractor’s personnel but shall observe performance and progress of the work to determine if work progress and performance meets Contract requirements.

1.7.4. RRC’s representative shall have the authority to order work to stop if RRC’s representative deems work to be noncompliant with the terms of the Contract. In the event RRC’s representative issues a stop work order, Contractor shall not be entitled to, and waives any claim for, any damages whatsoever caused by such a stop work order.

PART II - STATEMENT OF WORK

2.0. General Overview. Contractor shall provide all labor, equipment, tools, goods, materials, incidentals, services, coordination, and supervisory activities required to access the site locations and complete the specified scope of work applicable to each Work Order in a safe and legally correct manner. All work shall be performed in a thoroughly workmanlike manner in accordance with the highest standards of quality for such work. Information regarding each site will be provided on the Work Order.

2.1. Services to be Performed.

2.1.1. Clean up of oil and gas waste from abandoned tank batteries, spills, unauthorized dumping, reclamation and commercial disposal facilities, and other pollution threats under the jurisdiction of RRC. Directions to each cleanup site shall be provided on each specific Work Order. All work shall be performed and paid per the unit prices provided by Respondent in **Attachment 2 - Mandatory Pricing Sheets (8 Areas)**.

2.1.2. During this project, Contractor shall bear all costs for cleanup and disposal of any material or fluids lost, spilled, or generated by Contractor.

2.1.3. Under no circumstances may Contractor's personnel enter any excavation, pit, or vessel without proper safety precautions and without observing all appropriate safety regulations.

2.1.4. Contractor shall locate and mark the locations of all pipelines and utility lines at the site prior to undertaking any excavation work. Work shall be accomplished without damage to such pipelines and utility lines.

2.1.5. Contractor shall have all appropriate training, licenses, permits, and registrations to conduct applicable portions of the work.

2.1.6. Contractor shall meet all waste characterization requirements of each facility used for disposal, and/or recycling of each type of waste, including but not limited to, oil and gas waste, and other site waste.

2.2. Site Safety.

2.2.1. Contractor shall follow all required safety and health protection procedures. The Contractor shall be responsible for the safety of all persons on the site or who may be affected by the services.

The Contractor shall be responsible for ensuring compliance with all appropriate and applicable safety requirements at all times by all workers. Any health and safety program or manual required hereunder, and such site-specific health and safety plan as may be required by the RRC representative or law shall remain and be maintained at the site, readily accessible for review by all workers and subcontractors or review by the RRC representative.

2.2.2. The Contractor, its employees, and subcontractors shall observe all required or otherwise appropriate safety practices at all times.

2.2.3. As required, Contractor shall notify the site owner, the adjacent property owner, underground facility owners, or utility owners when the services may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

2.2.4. In emergencies affecting the safety or protection of persons, work, or property at the site or adjacent thereto, Contractor, without special instructions or authorization from the RRC representative, is obligated to act to prevent threatened damage, injury, or loss, and to be fully responsive to directives issued by authorized official emergency personnel, including any emergency response contractor employed by RRC. Contractor shall give prompt notification to the RRC representative when such emergency occurs.

2.2.5. Contractor shall locate and mark the locations of all pipelines and utility lines at the site prior to undertaking any work. Work shall be accomplished without damage to such pipelines and utility lines. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.

2.3. Oil and Gas Waste Transportation and Disposal.

2.3.1. The transportation and disposal of any waste material from the site shall be in accordance with applicable federal, state, and local regulations, rules, statutes, and guidelines. Contractor shall comply with all requirements of Railroad Commission Statewide Rule 8(f) applicable to oil and gas waste haulers.

2.3.2. Contractor shall transport waste using only vehicles that are in good mechanical condition, leak-free, and in compliance with all applicable federal, state, and local governmental requirements. All transport companies and their vehicles shall possess valid RRC-issued “Waste Haulers Permits.” All such vehicles are subject to RRC inspection.

2.3.3. Contractor shall be responsible for prompt payment of all disposal fees and for obtaining necessary approval to access and use oil and gas waste disposal sites.

2.3.4. Contractor shall dispose of all oil and gas waste removed from site only at a facility permitted to receive such waste. Selection of disposal facility permitted to receive such waste remains sole responsibility of Contractor. Contractor is encouraged to use the closest permitted facility capable of receiving such waste. Fees applicable to haul and disposal of oil and gas waste removed from site shall be approved by RRC for haul to and disposal at only the nearest facility permitted to receive such waste. In event Contractor elects to use permitted facility other than nearest facility permitted to receive such waste, Contractor shall be solely responsible for fees exceeding those applicable to haul to and disposal at nearest facility permitted to receive such waste.

2.3.5. Contractor shall dispose of all rinse water and rinse water waste removed from site only at a facility permitted to receive such waste. Selection of disposal facility permitted to receive such rinse water and rinse water waste remains sole responsibility of Contractor. Contractor is encouraged to use the closest permitted facility capable of receiving such rinse water and rinse water waste. Fees applicable to haul and disposal of rinse water and rinse water waste removed from site shall be approved by RRC for haul to and disposal at only the nearest facility permitted to receive such waste. In event Contractor elects to use permitted facility other than nearest facility permitted to receive such rinse water and rinse water waste, Contractor shall be solely responsible for fees exceeding those applicable to haul to and disposal at nearest facility permitted to receive such waste.

2.3.6. Contractor shall complete all applicable portions and sign the appropriate lines of any required waste manifest forms (including but not limited to Uniform Hazardous Waste Manifest or the Petroleum Substance Waste Affidavit) for any class of waste transported from the site. Contractor agrees that RRC is not the legal generator of any waste removed from the site during or as a result of the performance of the work.

2.3.7. Contractor must provide the waste manifest form. Contractor shall be solely responsible for signing the waste manifest. Contractor may not delegate this duty to any subcontractor. Contractor shall not qualify its signature on the waste manifest in anyway, except that Contractor may add the following language, without alteration:

Signed in the course and scope of the contractual performance or service on behalf of RRC, as required by a state contract.

2.3.8. The waste to be disposed of or treated will be oil and gas exploration and production waste, which is exempt from Resource Conservation and Recovery Act (RCRA), Subtitle C regulation unless otherwise indicated on the Work Order.

2.4. Segregation of Waste. Contractor shall confirm waste types are segregated in a manner agreeable to the RRC representative.

2.5. Site Access and Site Control.

2.5.1. Contractor shall repair and maintain the lease road and areas affected by cleanup operations.

2.5.2. Contractor shall remove and neatly stockpile onsite all miscellaneous debris and vegetation as specified by the RRC representative.

2.6. Associated Piping.

2.6.1. Contractor shall dismantle and stockpile all associated piping and connections buried less than 3 feet in depth.

2.6.2. Contractor shall stockpile scrap metal, and municipal waste onsite.

2.6.3. Open-ended piping must be cut and capped 3 feet below the ground surface by Contractor.

2.7. Remediation of Tank Battery.

2.7.1. Contractor shall remove all waste and clean the above ground vessels.

- 2.7.2. Contractor shall transport and dispose of waste at facilities permitted to receive such waste.
- 2.7.3. Contractor shall render vessels useless. The use of rinse water will be subject to approval of the RRC representative and used water will be disposed as BS&W.
- 2.7.4. Contractor shall demolish and dispose of tanks if required by the Work Order.

2.8. Delineation and Remediation of Basic Sediment/Crude Oil Impacted Soil (as directed by RRC).

- 2.8.1. Contractor shall delineate any basic sediment/crude oil impacted soil area.
- 2.8.2. Contractor may be required to assist the RRC representative in the collection of environmental and confirmation samples.
- 2.8.3. Contractor shall remediate the basic sediment/crude oil impacted soil by mixing and tilling in place if less than 12 inches in depth. If the basic sediment/crude oil impacted soil area is deeper than 12 inches, the soil shall be excavated and temporarily stockpiled onsite. The temporarily stockpiled basic sediment/crude oil impacted soil will then be spread, mixed, and/or tilled to at least 12 inches deep in an area on-site. Excavated soils will be remediated on site and used for backfill or hauled off for disposal after samples are received and at the direction of the RRC representative.

2.9. Waste Manifests.

- 2.9.1. Contractor shall provide the waste manifest form or run ticket. Contractor and RRC representative shall agree on the quantity and type of waste to be transported, prior to the waste leaving the site. This agreed quantity and type will be officially documented on each waste manifest or run ticket in accordance with all applicable rules and regulations.
- 2.9.2. Contractor shall provide the RRC representative all applicable documentation of transportation and disposal of all waste from the site with the invoice.

2.10. Equipment Decontamination. Contractor shall decontaminate all site control structures, remediation equipment, machinery, and storage containers or vessels brought onsite prior to demobilizing from the site.

2.11. Work Schedule.

- 2.11.1. Contractor shall provide a minimum of 72 hours' notice to the RRC representative prior to commencing work at the site, unless such notice is waived by the RRC representative.
- 2.11.2. Contractor shall move the appropriate equipment and materials onto the lease and commence cleanup operations work at the site within five days after receiving a site-specific Work Order authorizing the Contractor to proceed.

Should Contractor be unable to move in by the designated deadline, RRC reserves the right to notify Contractor in writing that the Work Order has been revoked and/or that the Contract has been terminated. In the event of Work Order revocation and/or Contract termination under this provision, RRC reserves the right to subsequently award any revoked Work Order or Contract to the next qualified, responsive and responsible Contractor or Respondent, as applicable, offering the best value to the state as determined by RRC.

- 2.11.3. At least 24 hours prior to scheduled move-in date of a Work Order, Contractor may submit to RRC's representative a written request for an extension to the move-in date. It is the sole discretion of RRC to approve any requested extension to a move-in date. RRC shall issue approved extensions in writing; only extensions authorized by RRC in writing shall be honored by RRC as acceptable delay to move-in date.
- 2.11.4. Contractor shall conduct work diligently during daylight hours, weather permitting, on a daily basis Monday through Friday (excluding weekends) until job completion, unless RRC's representative authorizes an alternate work schedule. Saturday and Sunday may also be considered as working days at the discretion of RRC's representative.
- 2.11.5. Contractor shall not perform any work without authorization of RRC's on-site representative. Any work performed by Contractor without authorization from RRC's representative or without an authorized RRC representative on site shall be performed at Contractor's risk of rejection of work or costs required to re-do work rejected by RRC.

2.11.6. Contractor shall prepare and give a daily work report to RRC’s representative at the end of each work day or prior to start of the subsequent work day. The daily work report shall be in a format required by RRC’s representative and contain at a minimum the following information:

- 2.11.6.1.** A brief description of the cleanup tasks performed for the day;
- 2.11.6.2.** The cost associated with these cleanup activities and a total daily cost;
- 2.11.6.3.** The cumulative cost to date for the job;
- 2.11.6.4.** The name of any subcontractors used that day;
- 2.11.6.5.** The type and volume of all waste removed from the site for the day and the name(s) of the disposal or recycling facility(ies) for the day;
- 2.11.6.6.** The WHP name and number of any waste hauler used that day; and
- 2.11.6.7.** Any out of scope work performed. Out-of-scope items must reference the Work Order Change Notice (WOCN) authorizing the work and include a brief description of the work, hourly cost for personnel and equipment used, the actual hours worked by personnel and equipment used, cost of third party goods and services (i.e., cost for waste disposal) and any other items required by contract.

Failure to provide daily reports may result in termination of the contract.

2.11.7. Contractor shall complete remediation operations by the deadline stated in the Work Order or Contract, whichever is applicable. Failure to complete remediation operations by such deadline may result in contract termination.

2.12. Insurance Requirements. Time is of the essence. Contractor shall submit to RRC a complete, current, certificate of insurance not later than 10 (ten) calendar days after RRC’s issuance of written Notice of Intent to Award or Notice of Award. Contractor’s certificate of insurance shall be fully compliant with all terms and conditions of the Contract. Contractor shall maintain required insurance coverages in accordance with the terms and conditions of the Contract throughout the entire Contract term (including warranty, if applicable.) Contractor shall not proceed with mobilization or any work without RRC’s approval of certificate of insurance.

2.12.1. All required insurance coverage must issue from a company or companies that:

- 2.12.1.1.** Have both a Financial Strength Rating of “A” or better from A.M. Best Company, Inc.; and
- 2.12.1.2.** Have a Financial Size Category Class of “VII” or better from A. M. Best Company, Inc.

2.12.2. 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 be issued on a form approved by the Texas Department of Insurance and be satisfactory to RRC. Certificates of insurance shall specify and/or set forth the following:

- 2.12.2.1.** RRC as certificate holder with correct mailing address;
- 2.12.2.2.** Insured’s name which must match Contractor’s legal name on and within this Contract;
- 2.12.2.3.** 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);
- 2.12.2.4.** Producer of the certificate of insurance with correct address and phone number listed;
- 2.12.2.5.** Additional insured status as required herein;
- 2.12.2.6.** Amount of any deductibles and/or retentions;
- 2.12.2.7.** A 30 day Notice of Cancellation, non-renewal, or reduction in coverage;
- 2.12.2.8.** Contractual liability coverages as required herein;
- 2.12.2.9.** 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;
- 2.12.2.10.** Waiver of Subrogation endorsement; and
- 2.12.2.11.** 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.

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

2.12.4. Respondent's Proposal 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).

2.12.5. Minimum Contractually Required Insurance Types and Coverage:

Insurance Type	Each Occurrence/Aggregate
<u>Workers' Compensation</u>	Statutory Limits. Pursuant to Texas Labor Code §§406.096(a) - 406.096(b)
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
<u>Employer's Liability</u>	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$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 Contractor, 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)

2.12.6. Failure to Obtain, Maintain, or Renew Required Insurance. Failure to obtain, maintain, and/or renew the required insurance shall constitute a material breach of and default under this Contract. If Contractor fails to remedy such breach within five (5) business days after written notice by RRC, Contractor shall be liable for any and all costs, liabilities, damages and penalties resulting to the State of Texas and RRC from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by RRC. In the event of any failure by Contractor to comply with the provisions of this Contract, RRC may, without in any way compromising or waiving any right or remedy at law or in equity, on written notice to Contractor, purchase such insurance, at Contractor's expense, provided that RRC shall have no obligation to do so and if RRC shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

PART III - GENERAL PROPOSAL INFORMATION AND MANDATORY RESPONSE REQUIREMENTS

3.0. Proposal Due Date and Time; Schedule of Events. Proposals must be received in the Contract Management Section of the Texas Railroad Commission, Austin, Texas, **NO LATER THAN** the Proposal due date and time specified in the RFP **Table 1 - RFP Schedule of Events**. The RFP schedule of events may be revised or amended at RRC's sole discretion. RRC reserves the right to issue Addenda at any time prior to the RFP due date and time. RRC's revision to the RFP Schedule of Events or any portion of this RFP shall be posted by Addendum publication on the Texas Comptroller's Electronic State Business Daily (ESBD) website (<http://www.txsmartbuy.com/sp>).

TABLE 1 - RFP Schedule of Events	
DATE	EVENT
Wednesday, June 06, 2018 Central Time (CT)	RFP issued; published on the ESBD
Wednesday, June 20, 2018 at 11:00 AM CT	Optional Pre-Proposal Teleconference Toll free #:(877) 820-7831 Toll #: (720) 279-0026 Participant Passcode: 168145 Power point presentation will be attached to ESBD
Monday, June 25, 2018 at 3:00 PM CT	Deadline for Submission of Written Questions
Thursday, June 28, 2018 at 3:00 PM CT	Responses to Written Questions Posted on ESBD
Answers to questions will be provided through an Addendum posted on the ESBD. In addition, an email notification will be sent to those who submitted questions.	
Tuesday, July 17, 2018 at 3:00 PM CT	Proposal Due Date and Time
Friday, August 3, 2018 or soon thereafter	Anticipated Contract Award

3.0.1. Interested Parties' Responsibility for Posted RFP Addenda. It is the responsibility of interested parties to periodically check the Texas Comptroller's ESBD for updates to the RFP prior to submitting a Proposal. A Respondent's failure to periodically check the ESBD will in no way release Respondent from the requirements of Addenda or additional information.

3.0.2. Optional Pre-Proposal Conference. An optional pre-proposal conference is scheduled for the date and time listed within **Table 1 - RFP Schedule of Events**. Attendance at the pre-proposal conference is not mandatory; however, RRC strongly encourages potential Respondents to attend the pre-proposal conference as valuable review of the solicitation and contract documents will be provided during the pre-proposal conference. Failure to properly consider all solicitation and contract documents when preparing a Proposal will not constitute grounds for additional compensation if awarded the Contract.

3.1. Proposal Instructions/Documents. All Respondent's documents submitted in response to this RFP, including all required documents, the Acknowledgements of any posted Addenda, and any warranty documents, are collectively referred to as "Respondent Documents". Respondent Proposal must include copies of ALL applicable Respondent documents. Responses shall be organized. Vague and general responses will be considered non-responsive and disqualified. Responses must be complete; failure to include all required information may result in disqualification.

3.1.1. Prohibited Communications; Sole Point of Contact. Upon issuance of this RFP, RRC, its representative(s), and partners (if any) will not answer questions or otherwise discuss the contents of this RFP with any potential Respondent or their representatives(s), except for the written inquiries submitted in accordance with item 3.1.2. below. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. ***FAILURE TO ADHERE TO THIS RESTRICTION MAY DISQUALIFY RESPONDENT AND RESPONDENT'S PROPOSAL.***

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

The sole point of contact for this RFP #455-18-8667 is: Michelle McAfee, Contract Specialist, whose contact information is:

Mailing Address	Hand Delivery Address	Email
Railroad Commission of Texas Contract Management Dept. Michelle McAfee, Contract Specialist PO Box 12967 Austin, TX 78711-2967	Railroad Commission of Texas Contract Management Dept. Michelle McAfee, Contract Specialist 1701 N. Congress Ave Room: 10.180C Austin, TX 78701	michelle.mcafee@rrc.texas.gov RESPONDENTS MAY NOT USE THIS EMAIL TO SUBMIT A PROPOSAL OR RESPONSE TO THIS RFP!
		Phone
		512-463-6737

3.1.2. Inquiries. Respondent is solely responsible for thoroughly understanding the RFP and all attachments, exhibits, and forms. Should any Respondent find any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the RFP, or should Respondent be in doubt as to the exact meaning of information within the RFP, Respondent should immediately notify the RRC's sole point of contact (see Section 3.1.1.) in writing via email or email with editable attachment (i.e., MS Word® document). RRC will not be responsible for oral instructions or for misinterpretation of the RFP and Contract Documents.

Respondents submitting inquiries must reference the relevant RFP page and section and should submit all questions by the deadline indicated in **Section 3.0., Table 1**. Upon review of questions by the project team, RRC may, at its option, issue addenda in response to questions submitted. Addenda issued, if any, shall be posted by RRC to the State Comptroller's ESD website (<http://www.txsmartbuy.com/sp>). RRC in its sole discretion, may respond to questions received after the deadline. RRC reserves the right to amend answers prior to the Proposal submission deadline. It is the sole responsibility of Respondent to visit the ESD website for any and all updates to the RFP.

3.2. Payment and Performance Bonds. TIME IS OF THE ESSENCE. REQUIRED BONDS (IF APPLICABLE) SHALL BE SUBMITTED TO RRC NOT LATER THAN TEN (10) CALENDAR DAYS AFTER RRC ISSUES A NOTICE OF INTENT TO AWARD.

3.2.1. If Contractor fails to submit required bonds within the time stipulated herein, RRC may disqualify the Proposal. In such circumstances, RRC shall be authorized to proceed with award to the next qualified, responsive and responsible Contractor offering the best value to the state as determined by RRC.

3.2.2. If the total awarded Contract price exceeds \$25,000, Contractor shall execute a "Payment Bond" (see **Attachment 7-Payment Bond**) to RRC in the amount of the total Contract price.

3.2.3. If the total awarded Contract price exceeds \$100,000, Contractor shall execute a "Payment Bond" (see **Attachment 7-Payment Bond**) and a "Performance Bond" (see **Attachment 8-Performance Bond**) to RRC in the amount of the total contract price.

3.2.4. The payment bond is payable to the State in the full amount of the total awarded Contract price and is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor.

3.2.5. The performance bond is payable to the State in the full amount of the total awarded Contract price and is solely for the protection of the State and is conditioned on the faithful performance of the Contract in accordance with the Contract Documents.

3.2.6. Each bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Texas and on forms (see **Attachment 7-Payment Bond**, and **Attachment 8-Performance Bond**) provided by RRC and approved by the Attorney General of Texas. Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code. All Payment Bonds and Performance Bonds shall be executed by sureties which are licensed to do business in the State of Texas and which are included in the list of companies in the current U.S. Department of the Treasury Circular 570, "Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies," Sections 9304 through 9308 of Title 31 of the U.S. Code Annotated. The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Texas Government Code Chapter 2253. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold RRC harmless of and from any costs, losses, obligations, or liabilities it incurs as a result. RRC shall furnish a copy of the payment bond and the related Contract to any qualified person seeking copies who complies with Texas Government Code §2253.026. Claims on payment bonds must be sent directly to the Contractor and his surety in accordance with Texas Government Code §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance on notices sent to RRC may result in loss of their rights against the Contractor and/or Contractor's surety. RRC is not responsible in any manner to a claimant for collection of unpaid bills and accepts no such responsibility because of any representation by any agent or employee. When the value of the Contract between RRC and the Contractor is less than \$25,000.00, claimants and their rights are governed by Texas Property Code §§53.231 – 53.239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien, and satisfaction of such claims.

3.3. Historically Underutilized Businesses (HUB) Requirements. Pursuant to Texas Government Code Chapter 2161, state agencies are required to make a good faith effort to increase contract awards for purchase of goods or services state agencies expect to make during a fiscal year to HUBs. Historically Underutilized Businesses (HUBs) are strongly encouraged to respond to this RFP.

3.3.1. HUB Subcontracting Plan (HSP). In accordance with Texas Government Code Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. RRC has determined subcontracting opportunities are probable with this RFP, therefore:

ALL RESPONDENTS, INCLUDING TEXAS CERTIFIED HUBS, MUST SUBMIT A COMPLETED HUB SUBCONTRACTING PLAN FORM (ATTACHMENT 4) WITH THEIR PROPOSAL FOR THE PROPOSAL TO BE CONSIDERED RESPONSIVE. A RESPONDENT'S FAILURE TO INCLUDE A COMPLETED HSP FORM WILL BE DEEMED A MATERIAL FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS RFP; SUCH PROPOSALS WILL BE REJECTED BY RRC AND RENDER THE RESPONDENT INELIGIBLE FOR THE CONTRACT AWARD UNDER THIS RFP. RESPONDENTS MUST SUBMIT RESPONDENT'S COMPLETED HSP ON THE HSP FORM PRESCRIBED BY THE TEXAS STATE COMPTROLLER (ATTACHMENT 4); ALTERNATE FORMS WILL NOT BE ACCEPTED.

3.3.2. Good Faith Effort Required. In accordance with 34 Texas Administrative Code §20.285(d), any person

submitting a bid, proposal, offer or other applicable expression of interest in obtaining a contract with the state shall submit a completed HSP demonstrating evidence of good faith effort in developing that plan. Good faith effort shall be in full conformance with all directions for demonstration and submission specified in the HSP form (**Attachment 4**).

3.3.3. Probable HUB Subcontracting Opportunities. RRC has identified potential areas of subcontracting opportunities which are listed below in **TABLE 2 - POTENTIAL HUB SUBCONTRACTING OPPORTUNITIES (NIGP CODES)**. Full commodity and services descriptions may be found on the Texas Comptroller's website in the National Institute for Government Purchasing (NIGP) Commodity Book Listings at: <https://comptroller.texas.gov/purchasing/nigp/>. The list is for information purposes only and is not intended to represent an exhaustive list of potential subcontracting opportunities. Other areas of subcontracting may be more appropriate based on a Respondent's business structure and internal resources. It is not mandatory for Respondent to include within a submitted HSP form any or all the commodities or services listed in **TABLE 2 - POTENTIAL HUB SUBCONTRACTING OPPORTUNITIES (NIGP CODES)**. Respondents should review the HSP form (**Attachment 4**) for instructions that require Respondent to identify specific areas intended for subcontracting.

TABLE 2 - POTENTIAL HUB SUBCONTRACTING OPPORTUNITIES (NIGP CODES)		
Class	Item No.	Description (Commodities and Services)
926	78	Remediation Services, Environmental, Including Rehabilitation Services Hazardous Waste and Mold Remediation
155	70	Portable Toilets
312	00	Environmental Protective Equipment, Inside and Outside
330	38	Fencing, Plastic
330	58	Fencing, Wire
330	65	Fencing, Barb
340	00	Fire Protection Equipment and Supplies
345	00	First Aid and Safety Equipment and Supplies, Except Nuclear and
350	60	Welding Flags, Safety and Warning, Any Color Fuel Oil, Diesel (Use
405	09	405-20 for Biodiesel)
405	15	Gasoline, Automotive
895	00	Welding Equipment and Supplies
926	00	Environmental and Ecological Services
975	34	Earth Moving Equipment, Graders, Dozers, Loaders, etc. Rental or Lease

3.3.4. HUB Subcontracting Plan Prime Contractor Progress Assessment Report. Pursuant to 34 Texas Administrative Code §20.285(f)(1), as a condition of payment, a prime contractor shall maintain business records documenting compliance with the HSP and shall submit a compliance report to RRC monthly. Prior to approval of payment, the Contractor shall complete and submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (**Attachment 5**) (HSP PAR) monthly after Contract award has been issued.

3.3.5. RRC's HUB Program Administration. For explanation of RRC's HUB program, for assistance in completing the HSP form (**Attachment 5**), and to obtain HUB lists if web access is not available, Respondents are encouraged to contact RRC's HUB Administration (Phone: 512-463-7211; email: hub@rrc.texas.gov).

3.4. Proposal Submission. Proposals must be received in RRC's headquarters office, Austin, Texas, **NO LATER THAN** the due date and time specified in this RFP. **PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNREVIEWED.**

Proposals should be placed in a sealed envelope/package and labeled with this RFP number, Contract Specialist's name (see section 3.1.1.), and the Proposal due date and time. If submitting responses to multiple RFPs, Respondent must submit each RFP response in a separate envelope/package and correctly label the outside of each Proposal envelope/package. It is Respondent's responsibility to appropriately label and deliver the Proposal to RRC by the due date and time specified for this RFP. Respondent must acknowledge receipt of all addenda, if

any, to the RFP by including a signed copy of each addendum with Respondent's submitted Proposal. Failure to acknowledge receipt of each addendum (if any) according to the instructions herein may result in the rejection of the Proposal.

ANY PROPOSAL SUBMITTED BY EMAIL OR BY FACSIMILE WILL BE REJECTED. Proposals shall be submitted to RRC either by US Postal service, overnight delivery, or hand delivery. It is the sole responsibility of Respondents to select their method of delivery from the delivery methods permitted herein. Respondents using hand delivery method are advised that RRC's headquarters office, Austin, TX does not open until 8:00AM (CT). Respondents should plan their delivery method accordingly. Respondents shall use the following address labeling information most applicable to Respondent's chosen delivery method:

<u>US Postal Service:</u> RFP #455-18-8667 Railroad Commission of Texas Contract Management Section Michelle McAfee, Contract Specialist PO Box 12967 Austin, TX 78711-2967	<u>Overnight or Hand Delivery:</u> RFP #455-18-8667 Railroad Commission of Texas Contract Management Section Michelle McAfee, Contract Specialist 1701 N. Congress Ave Room: 10.180C Austin, TX 78701
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3.4.1. Number and Form of Submission Copies. Respondent must submit one (1) paper original, plus three (3) paper copies of the Proposal. The paper original must include an original ink signature (electronic signatures will not be accepted), and the name and title of the individual signing who must possess the authority to legally bind Respondent. RRC reserves the right to require a Respondent to furnish documentary evidence of Respondent's signature authority. Respondent must also submit one (1) electronic copy of the Proposal on either compact disc (CD) or USB flash drive; the Proposal file must be readable using Adobe Acrobat Reader DC®, and neither the file nor the electronic storage device (CD, USB) shall be encrypted. CDs and USB flash drives must be labeled with Respondent's name.

3.4.2. Confidential Information; Public Information Act Disclosures. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

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

If Respondent's Proposal contains any information which Respondent claims is confidential and not subject to release under the PIA, Respondent must prepare and deliver to RRC four CDs containing the following information:

3.4.2.1. Two (2) CDs containing complete copies of all of Respondent's submissions pursuant to this RFP. Respondent must mark these **“Complete Proposal Documents, [Respondent's Name], Railroad Commission of Texas RFP 455-18-8667 CONTAINS CONFIDENTIAL INFORMATION.”** And,

3.4.2.2. Two (2) CDs, each containing copies of all of Respondent's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. Each of these CDs must also contain an Appendix which contains clear references to all redacted information including a general description of the redacted information. Respondent must mark these CDs **“For Public Release: Redacted Version of [Respondent's Name], Railroad Commission of Texas RFP 455-18-8667.”**

3.5. Exception to Provisions. If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by section in Respondent's Proposal. Respondents are prohibited from taking blanket exception to the entire RFP. If Respondent takes blanket exception to the entire RFP or does not provide proposed alternative language, Respondent's Proposal may be disqualified from further consideration. Any exception may result in a contract not being awarded to Respondent.

3.6. Proposal Responsiveness and Format. Proposals must be prepared according to the format stipulated herein, include all information requested, and be responsive to all requirements set forth in this RFP. Proposals must provide sufficient information to enable the review committee to thoroughly evaluate the Respondent's ability to provide and perform the services described in Part II, Statement of Work, and to comply with all provisions of the Contract. Respondent is cautioned to give careful attention to the clarity and completeness of Respondent's Proposal. Respondent is solely responsible for preparation of the Proposal and submitting all required documentation. A Proposal constitutes a binding offer by the Respondent; a Proposal will be disqualified if the Proposal and/or response includes any disclaimer or statement indicating the Proposal does not constitute a binding offer.

3.6.1. Title Page. The Proposal title page must include the following information:

RFP ID number;

Respondent's name and address;

Respondent's State of Texas Taxpayer Identification Number and Federal Employer's Identification Number; and

Respondent's printed name, signature, title, and date signed.

3.6.2. Safety Plan Requirement. Respondent shall submit a copy of their safety and emergency procedures/plans clearly detailing Respondent's safety and emergency plans and procedures.

3.6.3. Executive Summary. Respondent must demonstrate its ability to perform the services described in the RFP by providing, at a minimum, sufficient information to enable RRC to determine Respondent possesses or has available the required qualified personnel, knowledge, skills, abilities, organization, facilities, materials, supplies, and equipment, and financial stability to fulfill all requirements under the RFP and Contract.

3.7. Mandatory Disclosures.

3.7.1. Texas Child Support Requirement for Names and Social Security Numbers.

Responses must include names and Social Security Numbers of each person, with at least twenty-five percent (25%) ownership of the business entity submitting the response. RRC may accept responses that do not include this information, if RRC obtains the required information before the contract is executed. The information required by this section shall be submitted within the **Attachment 1 - Execution of Proposal** form.

Federal Privacy Act Notice: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Texas Family Code §§231.006(c) 231.302(c)(2). The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Texas Family Code §231.302(e).

3.7.2. Conflicts or Potential Conflicts of Interest. Respondent must provide a statement of any conflicts or potential conflicts of interest for the Respondent or the Respondent'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 Respondent being disqualified and may result in cancellation of the Contract.

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

3.7.4. Legal Actions. Respondent must identify any pending or completed legal actions against the Respondent during the past five (5) years related to services performed. Respondent 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 Respondent or any of the individuals who will be working with RRC. The Respondent must also state whether during the last five (5) years the Respondent has been assessed any penalties or liquidated damages under any existing or past contract with any governmental entity. If so, the Respondent must indicate the public jurisdiction, the reason for the penalty or liquidated damages, and the penalty or liquidated damage amount of each incident.

3.7.5. Relatives/Employees, Definitions of Employee. State law imposes restrictions on certain contracts with former or retired employees. Respondent must complete the Respondent Identification of Relatives & Employees Form, submitted as **Attachment 6 –Respondent’s Relatives and Employees**.

3.8. Proposal Attachment Submission Checklist. The RFP package also includes the following Documents/Attachments:

ATTACHMENT DESCRIPTION	MANDATORY
Attachment 1: Execution of Proposal	YES
Attachment 2: Mandatory Pricing Sheets (8 Areas)	YES
Attachment 3: Contractor’s Qualifications Statement	YES
Attachment 4: HUB Subcontracting Plan Form	YES
Attachment 5: HUB Prime Contractor Progress Assessment Report	Post Award Only
Attachment 6: Respondent’s Relatives and Employees	YES
Attachment 7: Payment Bond	Post Award Only
Attachment 8: Performance Bond	Post Award Only
Attachment 9: Consent of Surety	Post Award Only
Attachment 10: Contractor’s Progress Payment Affidavit	Post Award Only
Attachment 11: Contractor’s Final Payment Affidavit	Post Award Only
Attachment 12: Sample Contract	Post Award Only

3.9. Proposal Evaluation and Contract Award. Proposals will undergo a minimum of a two (2) review phases prior to Contract award (if any). Phase 1 review will be administrative review of Proposals to determine responsiveness based upon a Proposal satisfactorily meeting all submission requirements stipulated in the RFP. Phase 2 review will be an evaluation of Proposals deemed responsive by RRC. Phase 2 review will be evaluation conducted by an evaluation committee using scoring set forth within the RFP. During phase 2 review RRC in its sole discretion will determine whether negotiations or Best and Final Offers (BAFOs) are necessary and may, but not must, invite selected Respondents to deliver oral presentations of their Proposals. Following completion of both review phases, RRC may, but not must, issue a Notice of Intent to Award to the successful Contractor(s). However, there is no guarantee of a Contract award from this RFP. RRC reserves the right to conduct studies and other investigations as necessary to evaluate any Proposal and reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of Proposals confers no legal rights upon any Respondent.

3.9.1. Evaluation Criteria. In evaluation of responsive Proposals, RRC shall consider the best value standard for purchases of goods or services as set forth in Texas Government Code §2155.074. Factors considered in determining best value shall include the extension totals of line items listed on **Attachment 2 - MANDATORY PRICING SHEETS (8 Areas)**; compliance with advertised specifications, terms and conditions, and proposal requirements, and the qualifications of the Respondent and Respondent’s personnel. The evaluation will include review and scoring using evaluation criteria listed in **TABLE 3 - Evaluation Criteria**. During scoring, the relative weight of each criterion is indicated by the maximum possible score, in points, reflected in the right column.

TABLE 3 – Evaluation Criteria	
Evaluation Criteria	Maximum Possible Score
Price/Cost	60
Qualifications	40
Total Points	100

3.9.2. Review and Initial Evaluation by the Evaluation Committee. Each member of the Evaluation committee will conduct an independent review of each responsive Proposal submitted and will score each responsive Proposal in accordance with the Evaluation Criteria provided in **Table 3 - Evaluation Criteria**.

The committee may request clarification of information or representations made in a Proposal or in all Proposals before completing its initial evaluation. Requests for clarification and responses to requests for clarification will be made in writing and will become part of the evaluation record.

The Contract Management Section will compile the scores of the entire committee and determine a final average score for each Respondent and then will establish a competitive range based upon the scoring of Proposals.

3.9.3. Respondent Oral Presentations. If RRC determines that it is necessary, one or more Respondents may be required to deliver an oral presentation(s) before the evaluation committee. The oral presentation provides the Respondent the opportunity to highlight their strengths and unique aspects of their approach as provided in its RFP response, as well as to address any questions from the evaluation committee. Respondent oral presentations are not guaranteed.

3.9.4. Best and Final Offer (BAFO). Following the initial scoring of Proposals according to **Table 3 – Evaluation Criteria** and Respondent oral presentations, if any, RRC, in its sole discretion, may proceed in award of Contract(s), or may proceed to request a Best and Final Offer (BAFO) from one or more Respondents whose scores are, in the RRC’s determination, sufficient to qualify them for further consideration and negotiation. If utilized, the BAFO process will allow the requested Respondents to modify their original proposal. BAFOs would then be re-evaluated by Contract Management Section.

3.10. Respondent is strongly encouraged to provide its best price in its Proposal. RRC makes no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process. RRC may limit the number of proposals in the competitive range to consist of the greatest number of proposals that will permit an efficient competition among the Respondents based in accordance with the proposed pricing and the required criteria specified in the RFP. RRC may seek additional information and solicit BAFOs only from those Respondents determined to be in the competitive range.

3.11. Contract Negotiations. RRC reserves the option to negotiate with one or more Respondents whose Proposals are deemed responsive. Negotiations may include, but shall not be limited to, pricing, services, provisions, terms, and conditions. RRC reserves the right to continue negotiations until the best value for RRC and the State has been determined as achieved. Respondent is strongly encouraged to provide Respondent’s best pricing within the original Proposal. RRC makes no guarantee there will be any opportunity to negotiate or provide alternative pricing at any point during the review and evaluation process. In its sole discretion, RRC may limit the number of proposals in the competitive range to consist of the greatest number of proposals that will permit an effective competition among the Respondents based on proposed pricing and responses to required criteria stipulated in the RFP. RRC may seek additional information and solicit BAFOs only from those Respondents determined to be in the competitive range.

3.12. Past Performance. A Respondent’s past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code Chapters 2155, 2156, and 2157. Respondents

may fail this selection criterion for any of the following conditions:

- A score of less than 90% in the Vendor Performance System.
- Currently under a Corrective Action Plan through RRC.
- Having repeated negative Vendor Performance Reports for the same reason.
- Having a record of repeated non-responsiveness to Vendor Performance issues.
- Having purchase orders that have been cancelled in the previous 12 months for non-performance (late delivery, etc.)

Contractor performance information is located on the Comptroller of Public Accounts (CPA) website and can currently be accessed at: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

RRC may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), RRC may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of Contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, RRC may initiate such examinations of Contractor performance based upon media reports. Any such investigations shall be at the sole discretion of RRC and any negative findings, as determined by RRC, may result in non-award to the Respondent.

3.13. RRC Contact(s) Following Award. RRC contact(s) for day-to-day administration of the contract will be determined following contract award. These individuals may appoint one or more delegates to assist in the day-to-day administration of the contract and may notify the Respondent in writing of those delegates.

3.14. Reservation of Rights. In addition to any other rights specified elsewhere in this RFP, RRC reserves the following rights:

3.14.1. RRC is under no legal requirement to execute a contract on the basis of this RFP;

3.14.2. RRC reserves the right to reject a Proposal or response submitted that does not fully comply with the instructions and criteria outlined in this RFP;

3.14.3. RRC reserves the right to reject any or all Proposals and call for new Proposals or responses, if deemed by RRC to be in the best interests of RRC or the State of Texas; and

3.14.4. RRC reserves the right to vary all provisions set forth at any time prior to execution of a contract, where RRC deems it to be in the best interest of RRC or the State of Texas.

3.14.5. RRC reserves the right to select none, one, or more than one Respondent when it is determined that such action would be in the best interest of RRC and the State of Texas.

PART IV - GENERAL TERMS AND CONDITIONS AND RESPONDENT AFFIRMATIONS AND CERTIFICATIONS

4.0. The terms and conditions herein shall be incorporated for all purposes into the RFP and the Contract. Contractor shall comply, and Contractor shall require all subcontractors of all tiers to comply, with the terms and conditions of the Contract. In absence of express exclusion in whole or in part from Respondent's Proposal, all terms and conditions are deemed incorporated therein.

4.1. General Terms and Conditions.

4.1.1. Compliance with RFP and Contract. By submitting a response, acknowledging and accepting the Contract, or delivering any services under the Contract, Contractor acknowledges, accepts, and agrees to all terms, conditions, specifications, provisions, statements, and guidelines of the Contract, including, but not limited to, the RFP. A response to the RFP is a Proposal to contract with RRC based upon the terms, conditions, and specifications contained in the RFP. All parts of the RFP are incorporated as part of the Contract for all purposes.

RRC, at its sole discretion, may disqualify a Proposal from consideration if RRC determines a Proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.

4.1.2. Misunderstanding or Lack of Information.

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

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

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

4.1.3. Ambiguity, Conflict, Exclusionary Specification, or Omission.

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

4.1.4. Right to Amend, Modify, or Withdraw the RFP. RRC reserves the right to alter, amend, or modify any provisions of the RFP or to rescind, revoke, or withdraw the RFP, 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.

4.1.5. No Alterations or Withdrawals of Proposal after Deadline. Proposals cannot be altered or amended after the Proposal due date and time specified in Section III of the RFP. Any alterations made before the Proposal due date and time must be initialed by Respondent or Respondent's authorized agent. Proposals submitted cannot be withdrawn after submission deadline. However, upon receipt of Respondent's written request to withdraw their Proposal, RRC may, but not must, in its sole discretion approve the request to withdraw a Proposal.

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

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

4.1.8. Tie Proposals. Consistent and continued tie Proposals could cause rejection of Proposals by RRC.

4.1.9. Rejection of Proposal and Cancellation of RFP. Issuance of this RFP 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 RFP. RRC maintains sole right and discretion to reject any or all Proposals and to cancel the RFP 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 Proposal will not constitute a modification of the RFP and will not preclude RRC from asserting all rights against Contractor for failure to fully comply with all terms and conditions of the RFP.

4.1.10. Respondent Costs. Respondent shall bear all costs and expenses associated with preparation and submission of a Proposal to the RFP. Respondent's Proposal 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.

4.1.11. Respondent Identification. Prior to award of Contract, Contractor must provide Contractor's Texas Identification Number (TIN) issued by the Texas Comptroller of Public Accounts.

4.1.12. Contract Award, Copyright, Reissuance. A response to the RFP is a Proposal to contract with the State of Texas through RRC based upon the specifications, terms, and conditions contained in the RFP. The Proposal 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 Contractor. RRC in its sole discretion reserves the right to reject any or all Proposals, all or any part of any Proposal, waive minor technicalities, negotiate pricing and Contract terms and conditions with all Contractors or no Contractors, and award a Contract in the best interests of the State of Texas and RRC. Award of Contract, if any, shall be done upon RRC's determination such award serves the best interests of the State of Texas and/or RRC. RRC's waiver of any deviations in any Proposals will not constitute a modification of the RFP and will not preclude RRC from asserting all rights against Contractor for failure to fully comply with all terms and conditions of the RFP. Copyrighted Proposals are unacceptable and are subject to disqualification as nonresponsive. RRC reserves the right to disqualify any Proposal that asserts any copyright on any RRC forms designated by the RFP as a form required to be submitted with Respondent's Proposal. 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 RFP or issue another RFP for the goods and/or services described in this RFP.

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

4.1.14. No Other Benefits. Contractor has no exclusive rights or benefits other than those set forth within the Contract.

4.1.15. Amendments to the Contract. The Contract may be amended only upon written agreement between RRC and Contractor; however, the Contract may not be amended in a manner that conflicts with the laws of the United States or of the State of Texas. Contractor agrees to amend the Contract and to cooperate in the execution of any contract amendments necessary to effectuate compliance with laws of the State of Texas when such laws require RRC to include additional language in the Contract. During the term of the Contract and any extensions or renewals thereof, RRC reserves the right to request amendments or modifications to the Contract when RRC determines such action to be in the best interests of the State of Texas and/or RRC and for compliance with all applicable state and federal laws, regulations, requirements, and guidelines. Except as otherwise provided in negotiated terms and conditions expressly identified and formalized in the Contract, the entire agreement between RRC and Contractor shall consist of the following documents: the Contract, Amendments to the Contract, Purchase Orders, Change Notices (if any), the RFP (including addenda, if any), and the Proposal.

4.1.16. Order of Precedence; Prohibited Exceptions.

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

- a. the Contract (including expressly identified, negotiated terms and conditions) and Amendments to the Contract,
- b. the RFP and Addenda (if any), and
- c. the Proposal.

4.1.16.2. Prohibited Exceptions. Unless expressly accepted in writing by RRC, the following exceptions within any Respondent's Proposal shall be rejected outright and deemed as unacceptable:

- a. Incorporation of laws of a state other than Texas,
- b. Any requirements for prepayment,
- c. Any limitations on RRC's remedies,
- d. Any requirements that RRC indemnify the Respondent,
- e. Any requirements that Respondent's documents control in case of conflicts,
- f. Any requirements that Respondent's documents control even if Respondent accepts or acknowledges the Contract, and
- g. Any disclaimer of warranties.

4.1.17. Statement of Work, Performance. Contractor will provide the requested services in the manner described in this RFP. Contractor's failure to conform to all requirements of this RFP may, among other things, result in RRC's withholding of acceptance and payments under the Contract, RRC's cancellation of all or part of the Contract, RRC's revocation of any prior acceptance and Contractor's refund of amounts paid prior to revocation of acceptance.

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

4.1.19. Contract Completion and Liquidated Damages.

4.1.19.1. Work Order Period. Work Orders shall be issued under the Contract and must be completed within the specified number of days noted, and commencing on the date stated, in the Notice to Proceed of the Work Order.

4.1.19.2. Liquidated Damages Value. RRC has determined that the completion of each Work Order under the Contract is critical to remove the threat of pollution in Texas in order to meet RRC's regulatory obligations, and the Contractor's failure to complete any Work Order within the required time will cause damage to RRC and operations related to site remediation – assessment and cleanup efforts. Since exact damages are difficult to determine or forecast, **the sum of three percent (3%) of the total Work Order 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 Work Order by the date set forth in writing within the Work Order 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 Work Order or written, authorized extension thereto.

4.1.19.3. 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 Work Order or written, authorized extension thereto, and continue until the date of actual, final completion date as established by RRC. Final completion of each Work Order will not be issued until all required work under the Work Order has been completed, as verified by RRC.

4.1.20. Assignments and Subcontractors. Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under the Contract without prior written consent of RRC. Notwithstanding this provision, it is mutually understood and agreed that Contractor may subcontract with others for some or all of the services to be performed.

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

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

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

- a.** Respondents planning to subcontract all or a portion of the work to be performed under this Contract shall identify each proposed subcontractor on **Attachment 4 – HUB Subcontracting Plan** form.
- b.** Subcontracting shall be at Contractor's expense.
- c.** RRC retains the right to review any subcontractor's background and approve or reject the use of Contractor's proposed subcontractors.
- d.** Contractor shall be the only contractor for RRC for the Contract. Contractor shall manage Contractor's subcontractors, if any. Contractor shall provide contact information, including mobile phone number and email address, of Contractor's designated point of contact to which RRC and Contractor's subcontractors shall submit any inquiries.

4.1.21. Payments to Contractor. Contractor shall submit by email to RRC's designated point of contact all requests for payment. When submitting request by email, Contractor shall include Contractor's invoice, all additional documents required by Contract, and a completed "Contractor's Progress Payment Affidavit" or "Contractor's Final Payment Affidavit," as applicable to the payment request, as attachments to the email. Contractor shall also mail within three (3) business days the original, signed and notarized Contractor's Progress

Payment Affidavit or Contractor's Final Payment Affidavit, as applicable to the payment request, to RRC designated Contract Specialist. Each Contractor'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.

4.1.21.1. Progress Payments. When performance of the Contract exceeds thirty (30) calendar days, upon Contractor's submittal of a properly prepared, itemized invoice accompanied by all additional documents required by Contract, a progress payment equal to **100%** of the value of work performed may be made monthly on values approved by RRC. Each invoice and all additional documents required by Contract shall be accompanied by a completed Contractor's Progress Payment Affidavit (see **Attachment 10 - Contractor's Progress Payment Affidavit**).

4.1.21.2. Final Payments. Contractor shall submit request for final payment upon completion and acceptance of all work related to the Contract. Upon Contractor'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. Contractor's final payment request shall reflect value for 100% of the value of work performed by Contractor and accepted by RRC, but not previously invoiced by Contractor. Contractor's final payment invoice and additional documents required by the Contract shall be accompanied by a completed "Contractor's Final Payment Affidavit" (see **Attachment 11 - Contractor's Final Payment Affidavit**). If Contract amount exceeds \$25,000, Contractor's Surety shall complete and return RRC's "Consent of Surety" form (see **Attachment 9 - Consent of Surety**) prior to RRC's release of final payment.

4.1.21.3. Invoice requirements:

- a. Contractor's invoice must clearly reflect the following:
 - i. RRC Contract Number;
 - ii. RRC bill to information;
 - iii. Operator name;
 - iv. Lease or site name;
 - v. County;
 - vi. Clean-up code number;
 - vii. Contractor name;
 - viii. Contractor address;
 - ix. Contractor remit payment to information;
 - x. Contractor Texas Identification Number (TIN) assigned by Texas Comptroller of Public Accounts;
 - xi. Invoice date;
 - xii. Invoice number (may not be duplicate invoice number from prior invoice submitted);
 - xiii. Date(s) of delivery of services and/or goods;
 - xiv. Description of services; and
 - xv. Signature or certification by an authorized representative.
- b. Contractor'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 Contractor unpaid or will be held by RRC until all requirements for submittal of revised invoice and/or additional documents required by the Contract are satisfied.

4.1.21.4. Authorization of payment. Prior to authorizing payment to Contractor, RRC shall evaluate Contractor's performance in accordance with Contract requirements.

4.1.21.5. Non-Reimbursable Items. RRC will not reimburse for travel, meals, lodging, or other related expenses unless specifically provided and approved by an 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, or (ii) exceed the current State Travel Regulations. Contractors are required to provide receipts to validate invoicing. State Travel Reimbursement Rates may be found at: <https://fmxcpa.texas.gov/fmx/travel/texttravel/rates/current.php>.

4.1.21.6. No Prepayments. RRC will not prepay for any services provided to RRC by Contractor 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.

4.1.21.7. Refunds. Upon Contractor's discovery of any erroneous payment from RRC to Contractor of any funds, or upon receipt of written notice of erroneous payments issued by RRC, Contractor 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.

4.1.22. Indemnification.

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

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

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

4.1.23. Infringement: Patent, Trademark, Copyright, and Other Intellectual Property.

4.1.23.1. Claims. CONTRACTOR SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF TEXAS AND RRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY AND ALL CLAIMS OF PATENT, TRADE OR

SERVICE MARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS INCLUDING PROPRIETY RIGHTS VIOLATIONS OR INFRINGEMENTS ARISING FROM THE STATE'S, RRC'S, OR CONTRACTOR'S USE OR ACQUISITION OF ANY SERVICES OR OTHER ITEMS PROVIDED TO RRC BY CONTRACTOR OR OTHERWISE TO WHICH THE STATE OF TEXAS AND/OR RRC HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT, PROVIDED THAT THE STATE OF TEXAS AND/OR RRC SHALL NOTIFY CONTRACTOR OF ANY SUCH CLAIM WITHIN A REASONABLE TIME OF THE RECEIVING NOTICE OF ANY SUCH CLAIM. IF CONTRACTOR IS NOTIFIED OF ANY CLAIM SUBJECT TO THIS SECTION, CONTRACTOR SHALL NOTIFY RRC OF SUCH CLAIM WITHIN FIVE (5) BUSINESS DAYS OF SUCH NOTICE. ANY DEFENSE ARISING FROM THIS PROVISION SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE STATE OF TEXAS ATTORNEY GENERAL WHEN THE STATE OF TEXAS AND/OR THE RRC ARE/IS NAMED AS A DEFENDANT IN ANY LAWSUIT. CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE WRITTEN AGREEMENT/CONSENT FROM THE STATE OF TEXAS OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR SHALL REIMBURSE THE STATE OF TEXAS AND RRC FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES, JUDGMENTS, OR ANY OTHER AMOUNTS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF THE STATE OF TEXAS' AND/OR RRC'S COUNSEL AND SHALL ALSO PAY COSTS OF MULTIPLE COUNSELS, IF REQUIRED TO AVOID CONFLICTS OF INTEREST. CONTRACTOR REPRESENTS THAT IT HAS DETERMINED WHAT LICENSES, PATENTS, AND PERMITS, IF ANY, ARE REQUIRED UNDER THIS CONTRACT AND HAS ACQUIRED ALL SUCH LICENSES, PATENTS, AND PERMITS.

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

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

4.1.24. Personal Injury, Property Damage. Contractor shall be liable for any bodily injury or personal injury to any individual caused by any of Contractor'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 Contractor's employees, Contractor 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. Contractor shall reimburse the State of Texas and/or RRC for such property damage within thirty (30) calendar days after Contractor's receipt of RRC's written notice of amount due. This provision survives the termination or expiration of the Contract.

4.1.25. Termination and Cancellation. The Contract may be terminated, canceled, or cancellation of services may occur, in whole or in part, in any one or more of the following circumstances:

4.1.25.1. Termination or Cancellation for Convenience.

a. Mutual Agreement. Upon the mutual written agreement of RRC and Contractor, the Contract may be terminated or canceled.

b. RRC Cancellation upon Thirty (30) Days' Notice. RRC may in its sole discretion terminate, cancel the Contract, or cancel specific services of the Contract with thirty (30) calendar days' written notice to Contractor.

4.1.25.2. Termination or Cancellation for Cause.

a. Breach of Material Term. Either party may, upon giving thirty (30) calendar days' written notice identifying specifically the basis of such notice, terminate the Contract for breach of a material

term or condition of the Contract, provided the breaching party must not have cured such breach within the thirty (30) calendar days' period. In the event of such termination, Contractor 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, Contractor shall refund to RRC any amounts attributable to the terminated or canceled months within thirty (30) days of the termination or cancellation. If RRC does not receive the refund within thirty (30) calendar days, the Contract amount and monthly invoice will be reduced during the next billing cycle based on the services canceled.

b. Contractor Nonperformance. If Contractor defaults on the Contract after award has been made, RRC reserves the right to cancel the Contract without notice and either reissue the RFP or award the Contract to the next qualified, responsive and responsible Contractor offering the best value to the state as determined by RRC. In such event, the defaulting Contractor 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 Contractor 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, Contractor shall remain liable for all covenants and indemnities under the Contract. Contractor shall be liable for all costs and expenses, including any attorneys' fees and court costs, incurred by RRC with respect to the enforcement of any remedies listed herein.

c. Bankruptcy. Upon the filing of a petition for bankruptcy, or upon the judgment of bankruptcy or insolvency by or against Contractor, RRC may terminate the Contract for cause without notice. Such termination shall be effective upon the date of such filing or upon the date of judgment.

d. 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 Contractor'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 Contractor for any damages which are caused or associated with such termination or cancellation, and RRC will not be required to give prior notice.

e. Legal Remedies and Damages from Breach of Contract. RRC expressly reserves all legal remedies to which it may be entitled to collect and all damages directly or indirectly resulting from breach of contract by Contractor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of Contractor. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason and RRC expressly waives no such rights or remedies.

f. Substitution of Services. In the event of RRC's termination or cancellation of the Contract for cause, RRC may procure, upon such reasonable terms and in such manner as RRC deems appropriate, substitute services similar to services terminated or canceled. Contractor shall be liable to RRC for any excess or additional costs incurred by RRC in acquiring such services plus court costs and attorneys' fees. RRC's recovery of costs under this section is in addition to any other remedies available to RRC under the Contract and/or under applicable law.

4.1.25.3. Miscellaneous Termination Provisions.

a. Recovery of Funds. RRC reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to RRC under the Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at Contractor's request or if termination or cancellation is for cause. This right is in addition to any other remedies available to RRC under the Contract or under applicable law. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason, and RRC expressly waives no such rights or remedies.

b. Notice of Termination or Cancellation Delivery. Any termination by RRC of the Contract which requires written notice may be accomplished by RRC's delivery to Contractor of a notice of termination or cancellation specifying that the Contract is terminated or canceled.

4.1.26. Legal Obligations; Permits and Licenses. Contractor shall procure and maintain for the duration of the Contract, any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods and/or services required by the Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of Contract.

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

4.1.28. Independent Contractor. Contractor shall serve as an independent contractor in providing services under this Contract. Contractor'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, Contractor 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 Contractor or any other party. Contractor shall be solely responsible for, and RRC shall have no obligation with respect to:

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

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

However, if non-performance continues for more than thirty (30) days, RRC may terminate the Contract immediately upon written notification to the Respondent.

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

4.1.30. Dispute Resolution. The dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used by RRC and Contractor to resolve any dispute arising under the Contract. If the Contractor's claim for breach of Contract cannot be resolved informally with the Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under Texas Government Code §2260.051. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by RRC if the Parties are unable to resolve their disputes as described above.

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.

For all other specific disputes under the Contract and/or breach of Contract claims, RRC and the Contractor shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by RRC and Contractor within fifteen (15) days after written notice by one them demanding mediation under this section. Contractor shall pay all costs of the mediation unless RRC in its sole discretion and good faith approves payment by RRC of all or part of such costs. By mutual agreement, RRC and Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this section is to reasonably ensure that RRC and Contractor shall in good faith utilize mediation or another non-binding dispute resolution process prior to pursuing litigation. RRC participation in, or the results of, any mediation or other non-binding dispute resolution process under the provisions of this section shall not be construed as a waiver by RRC of (1) any rights, privileges, defenses, remedies, or immunities available to RRC as an agency of the State of Texas or otherwise available to RRC; (2) RRC termination rights; or (3) other termination provisions or expiration dates of the Contract.

Notwithstanding any other contrary provision of the Contract, unless otherwise requested or approved in writing by RRC, Contractor shall continue performance and shall not be excused from performance of work during the period any breach of contract claim or dispute is pending under either of the above processes; however, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of Texas Government Code §2251.051 and such suspension of performance is expressly applicable and authorized under that law.

4.1.31. Compliance with Other Laws. Contractor shall comply with all federal, state, and local laws, statutes, rules, regulations, and ordinances applicable to work under the Contract, including but not limited to those relating to taxes, insurance, labor, equal employment opportunity, safety, environmental protection, and collection, removal, transportation, and disposal of waste. Contractor shall obtain and maintain all permits, licenses, or other authorizations as may be required for performance of the work under the Contract, and upon request by RRC, Contractor shall furnish to RRC certified copies of required permits, licenses, or other required authorizations.

4.1.32. Notices. Any notice required or permitted to be delivered under the RFP and/or Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Respondent. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by providing written notice to the other party in accordance with the terms and conditions herein.

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

4.1.34. No Waiver. The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the State of Texas or by RRC of any immunities from suit or from liability that the State of Texas or RRC may have by operation of law. Nothing in this Contract should be construed as a waiver of the sovereign immunity of the State of Texas or RRC.

This Contract does not constitute or should not be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or RRC. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the State of Texas and RRC under this Contract or under applicable law does not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. RRC does not waive any privileges, rights, defenses, or immunities available to RRC by entering into this Contract or by its conduct prior, or subsequent, to entering into this Contract.

4.1.35. Accessibility of Public Information. Pursuant to Texas Government Code §2252.907, Contractor shall make available in a format that is accessible by the public at no additional charge to the State of Texas and/or RRC, any information created or exchanged with the State of Texas and/or RRC pursuant to the RFP and the Contract and not otherwise excepted from disclosure under the Texas Public Information Act.

4.1.36. Buy Texas. In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

4.1.37. Public Disclosure. No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of RRC.

4.1.38. 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 RFP and Contract expressly states a mutual intent to amend a specific article, section, item, term, or condition of the RFP and/or Contract, general conflicts in language between any attachment and the RFP and Contract shall be construed in favor of the terms and conditions of the RFP and Contract. Unless expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to the RFP 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.

4.1.39. Severability. If any provision contained in this RFP and the Contract is held to be unenforceable by a court of law or equity, the RFP and Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

4.1.40. Counterparts. The Contract issued pursuant to this RFP may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same agreement.

4.2. Contractor Representations, Certifications, and Affirmations. A Respondent who submits a signed Proposal agrees, certifies, and affirms the Contractor shall comply with the representations, certifications, warranties, and affirmations herein. In the event Respondent submits a Proposal with a false statement, or it is determined after Contract award that Contractor has violated any representations, certifications, warranties, and affirmations included in the RFP, Proposal, and/or Contract, Contractor shall be deemed in default of the Contract, and RRC may terminate or void the Contract for cause and pursue all remedies available to RRC under the Contract and applicable law.

4.2.1. Execution of Proposal. Respondents must sign and return the Execution of Proposal form, attached hereto as **Attachment 1**, which will become part of the Contract. This document is Mandatory, and failure to return to return this document shall automatically render the Respondent's proposal as nonresponsive.

4.2.2. Conflict of Interest. Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

4.2.3. Eligibility. Pursuant to Texas Government Code §2155.004(b), Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

4.2.4. Agency Executive Head. In accordance with Texas Government Code §669.003 relating to prohibition of a state agency contracting with the executive head of a the state agency, Contractor represents that Contractor (1) is not the executive head of RRC, (2) is not a person who, at any time during the four (4) years before the date of the Contract, was an executive head of RRC, and (3) is not a person or entity who employs a current or former executive head of a state agency affected by Texas Government Code §669.003. If Contractor has used the services of, employed, currently employs, or intends to employ during the term of the Contract, a former executive head of RRC or any other state agency, Contractor shall provide to RRC the following information: name of the former executive head and the name of the state agency for which the executive head was employed or served, the date of separation from the state agency, the position held with Contractor, and the start and stop dates of employment with Contractor.

4.2.5. Prior Employment. Pursuant to Texas Government Code §572.069, Contractor warrants and certifies Contractor will not employ any former RRC officer or employee, who in any manner participated in the procurement or Contract negotiation of this RFP, before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

Contractor 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. Contractor 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 Respondent's Proposal or termination of the Contract.

4.2.6. Financial Interests/Gifts. Pursuant to Texas Government Code §2155.003, Respondent represents and warrants that it 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.

4.2.7. Deceptive Trade Practices; Unfair Business Practices. Contractor represents and warrants that it has not been the subject of allegations of deceptive trade practices violations under the Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit, and that Contractor has not been found to be liable for such practices in such proceedings. Contractor 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.

4.2.8. Prohibition of Certain Bids and Contracts. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or

contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

4.2.9. Franchise Taxes, Non-Residents, Foreign Corporations, Sales Taxes. Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171, Texas Tax Code. In addition, if Contractor 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. Contractor certifies that it holds a permit issued by the 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.

4.2.10. Liability for Taxes. Contractor represents and warrants that it 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 Contractor or its employees. RRC shall not be liable for any taxes resulting from this Contract.

4.2.11. Debts or Delinquencies to the State. Pursuant to Texas Government Code §2252.903, Contractor understands and agrees that any payment due under this Contract may be applied toward payment of any debt that is owed to the State of Texas including, but not limited to, delinquent taxes and child support.

4.2.12. Family Code. Pursuant to the requirements of Texas Family Code §231.006, regarding delinquent child support, the undersigned signatory certifies that the individual or business entity named in this Contract is not ineligible to receive payment under this Contract and, if applicable, Contractor has provided the name and SSN of each person (sole proprietors, firm owners, partners, or shareholders) with at least 25 percent (25%) ownership of the business entity entering into this Contract prior to its execution. Contractor acknowledges that this Contract may be terminated, and payment may be withheld if this certification is inaccurate.

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

4.2.14. Drug Free Workplace. Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106.) and maintain a drug-free work environment; and 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 incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

4.2.15. Equal Opportunity. Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of the Contract.

4.2.16. Immigration Reform. Contractor represents and warrants that it will comply with all requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments, including but not limited to the Immigration Reform and Control Acts of 1986 and 1990, as amended (IRCA) and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), as amended. Contractor represents and warrants Contractor shall not place any employee of Contractor at a worksite, nor shall Contractor permit any employees, nor any employee of its 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.

4.2.17. U.S. Department of Homeland Security's E-Verify System. Respondent certifies that for contracts for services Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system (<https://www.uscis.gov/e-verify>) during the term of the Contract to determine the eligibility of:

- a. All persons employed by Respondent to perform duties within Texas; and
- b. All persons, including subcontractors, assigned by Respondent to perform work pursuant to the Contract, within the United States of America.

If it is determined that Respondent has violated the certifications set forth in this Section, then (1) Respondent shall be in breach of 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, Respondent shall be responsible for all costs incurred by RRC to obtain substitute services to replace the terminated contract.

4.2.18. Prohibition of boycotting Israel. In accordance with Texas Government Code §2270.002, Respondent hereby represents and warrants that it does not, and shall not for the duration of the Contract, boycott Israel as the term is defined by Texas Government Code §808.001(01).

4.2.19. Warranties. Notwithstanding any disclaimers in Contractor's Proposal and notwithstanding any other provision of the RFP or the Contract to the contrary, Contractor warrants and guarantees that all services will meet all specifications of the Contract.

ATTACHMENTS

Attachment 1	Execution of Proposal
Attachment 2	Mandatory Pricing Sheets (8 Areas)
Attachment 3	Contractor’s Qualifications Statement
Attachment 4	HUB Subcontracting Plan Form
Attachment 5	HUB Prime Contractor Progress Assessment Report Form
Attachment 6	Respondent’s Relatives and Employees
Attachment 7	Payment Bond
Attachment 8	Performance Bond
Attachment 9	Consent of Surety
Attachment 10	Contractor’s Progress Payment Affidavit
Attachment 11	Contractor’s Final Payment Affidavit
Attachment 12	Sample Contract

ATTACHMENT 1 - EXECUTION OF PROPOSAL

(Must sign and return with Proposal)

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

1. The provisions in this Request for Proposal (RFP) apply to Respondent and all of Respondent'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 this RFP or any contract resulting from it.
2. Its intent to furnish the requested goods and/or services at the prices quoted in its Proposal.
3. Its prices include all costs of Respondent in providing the requested items that meet all specifications of this RFP, and that its prices will remain firm for acceptance for a minimum of one hundred eighty (180) days from deadline for submission of Proposal.
4. Each employee, 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 this RFP.
5. It has no actual or potential conflicts of interest in providing the requested items to RRC under the RFP and any resulting contract, if any, and that Respondent's provision of the requested items under the RFP and any resulting contract, if any, would not reasonably create an appearance of impropriety.
6. Pursuant to Texas Government Code Section 2155.003, Respondent has not given, 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 submitted Proposal.
7. It is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code.
8. In accordance with Texas Government Code §2155.005, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, 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 Respondent.
9. By submitting a Proposal, Respondent represents and warrants that the individual submitting this Execution of Proposal document and the documents made part of the Proposal is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.
10. Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
11. By signature hereon, under Texas Family Code §231.006, regarding child support, Respondent certifies that the individual or business named in the Proposal 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, any Respondent subject to Texas Family Code §231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting

the Proposal. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

NAME:	SSN:
NAME:	SSN:
NAME:	SSN:

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Texas Family Code §§231.006(c) and 231.302(c)(2). The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Texas Family Code §231.302(e).

12. Under Texas Government Code §669.003, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of RRC. Respondent must provide the following information (or indicate “N/A” if not applicable) in Respondent’s Proposal.
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Respondent: _____
Date of Employment with Respondent: _____
13. Pursuant to Texas Government Code §2155.004(a), Respondent represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFP has received compensation for participation in the preparation of specifications for this RFP. In addition, under Texas Government Code §2155.004(b), Respondent certifies that the individual or business entity named in this Proposal or any contract resulting from this RFP is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
14. Pursuant to Texas Government Code §2155.4441, Respondent 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.
15. Respondent 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.
16. Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity, that Respondent is in compliance with the State of Texas statutes and rules relating to procurement, and that Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
17. If submitting a Proposal for the purchase or lease of computer equipment, then Respondent hereby certifies its compliance with Subchapter Y, Chapter 361, Texas Health and Safety Code and the Texas Commission on Environmental Quality rules, 30 Tex. Admin. Code Chapter 328.
18. It is not aware of and has received no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Respondent, within the five (5) calendar years immediately preceding the submission of Respondent’s Proposal in response to this RFP that would or could impair Respondent’s performance under any contract resulting from this RFP, relate to the solicited

or similar goods or services, or otherwise be relevant to RRC's consideration of Respondent's Proposal. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Proposal a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under any contract resulting from this RFP, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of Respondent's Proposal. In addition, Respondent 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 this RFP.

19. It and each of its 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.
20. Neither Respondent or any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, proposed in the Proposal has been convicted of a felony criminal offense, or that if such a conviction has occurred Respondent has fully advised RRC of the facts and circumstances in its Proposal.
21. It has read and agrees to all terms and conditions of this RFP, unless Respondent specifically takes an exception and offers an alternative provision in Respondent's Proposal as provided in the Letter of Transmittal (See Section 3.5.12.).
22. Respondent 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" prior to submitting the signed Contract to RRC.
23. Certifies and affirms that it utilizes and will continue to utilize, for the term of any resulting contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
 - a) All persons employed to perform duties within Texas, during the term of the resulting contract; and
 - b) All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the resulting Contract, within the United States of America.

The Respondent shall provide, upon request of RRC, an electronic or hard copy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Respondent, and Respondent's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the resulting contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated contract.

24. Respondent acknowledges and agrees that, to the extent Respondent 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 Respondent is otherwise owed under the contract may be applied toward any debt Respondent.
25. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds

directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Pursuant to 34 Texas Administrative Code §20.306, if applicable to the RFP, Respondent claims the preference(s) checked below:

- | | |
|--|--|
| <input type="checkbox"/> Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service disabled veteran | <input type="checkbox"/> Rubberized asphalt paving material |
| <input type="checkbox"/> Agricultural products produced or grown in TX | <input type="checkbox"/> Foods of Higher Nutritional Value |
| <input type="checkbox"/> Agricultural products and services offered by TX bidders | <input type="checkbox"/> Recycled motor oil and lubricants |
| <input type="checkbox"/> USA produced supplies, materials, or equipment | <input type="checkbox"/> Products produced at facilities located on formerly contaminated property |
| <input type="checkbox"/> Products of persons with mental or physical disabilities | <input type="checkbox"/> Products and services from economically depressed or blighted areas |
| <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel | <input type="checkbox"/> Vendors that meet or exceed air quality standards |
| | <input type="checkbox"/> Recycled or Reused Computer Equipment of Other |

27. Pursuant to Texas Government Code §§2155.004, 2155.006, and 2261.053, Respondent certifies that the individual or business entity named in this Proposal is not ineligible to receive the Contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
28. Respondent 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 Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
29. Respondent represents and warrants that all statements and information prepared and submitted in this document and Respondent's Proposal are current, complete, true, and accurate. Submitting a Proposal 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 Respondent's Proposal and the Contract if awarded. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted Proposal or any resulting contracts.

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

Respondent Name

Federal Employer Identification Number

Signature of Authorized Representative

Date signed

Printed Name & Title of Authorized Representative

ATTACHMENT 2 – MANDATORY PRICING SHEETS

List of RRC's eight (8) Areas referenced in RFP and Mandatory Pricing Sheets

1. Abilene – Districts 07B & 08A	5. Pampa – District 10
2. Corpus Christi – District 04	6. San Angelo – District 07C
3. Kilgore – Districts 05 & 06	7. San Antonio – Districts 01 & 02
4. Midland – District 08	8. Wichita Falls – District 09

Notes applicable to all Mandatory Pricing Sheets for the eight (8) Areas and all work under the Contract

1. **RESPONDENT MUST RETURN A COMPLETED MANDATORY PRICING SHEET FOR EACH OF THE EIGHT (8) AREAS IN ORDER FOR RESPONDENT'S PROPOSAL TO BE CONSIDERED RESPONSIVE.**
 - a. For each of the eight (8) Areas for which Respondent does **not** want to be considered for award of Contract, Respondent shall complete the Mandatory Pricing Sheet by writing "No Offer" across the Mandatory Pricing Sheet for each of the eight (8) Areas which Respondent does **not** wish to be considered for Contract award.
 - b. Respondent must return all eight (8) of the Mandatory Pricing Sheets with Respondent's Proposal to be considered eligible. Failure to return all eight (8) of the Mandatory Pricing Sheets may result in the entire Proposal being deemed non-responsive.
2. Respondent must provide either a unit price or "No Charge" for each line item on each Mandatory Pricing Sheet. Leaving any unit price blank and/or failure to provide unit pricing or "No Charge" response for each line item shall deem that Mandatory Pricing Sheet incomplete and result in disqualification of Respondent's Proposal for the Area to which the incomplete Mandatory Pricing Sheet applies.
3. Any corrections, whiteouts, or erasures must be initialed and dated or Proposal may be rejected.
4. Mandatory Pricing Sheets must be typed or completed in ink or Proposal may be rejected.
5. Each of the eight (8) areas listed above and included as a separate Mandatory Pricing Sheet herein shall be evaluated individually for a separate Contract award.
6. Price/Cost component of Evaluation Criteria (see Table 3 – Evaluation Criteria of the RFP) shall be based on Grand Total (sum of Extended Price Totals) for each Mandatory Pricing Sheet.
7. RRC shall verify calculation of each line item Extended Price Total and Grand Total (sum of Extended Price Totals) for each Mandatory Pricing Sheet. In event of calculation error in Extended Price Total for a line item, unit price shall prevail.
8. Quantity stated for each line item is RRC's quantity estimate of work for Proposal evaluation purposes only, do not represent maximum or minimum award quantities, and are not guaranteed quantities for Contract requirements or Contract award. Estimates are based on best available information at time of RFP issuance.
9. Payments under the Contract shall be based on unit prices in Contract award multiplied by actual quantities of each line item performed/delivered in each Work Order issued under the Contract.
10. Unit prices on each Mandatory Pricing Sheet are for personnel and equipment itemized on the sheet. Any other disposal fees, goods, and services necessary to complete work within the scope of work, but which are not included as line items on the Mandatory Pricing Sheet for the respective area, will be paid as reimbursable items.
11. If after RRC and Contractor sign a Work Order, and work proceeds according thereto, and a line item is required to fully perform the work to complete the Work Order, but that line item was not included in the original signed Work Order, then such line item may be paid, at RRC's sole discretion, per the line item price reflected on the Mandatory Pricing Sheet or as a reimbursable item.
12. Hourly rates for equipment and personnel are for allowed mobilization/demobilization time and for all on-site time, excluding downtime.
 - a. For vacuum trucks and dump trucks, hourly rates shall be allowed yard to yard and for all on-site time as well as direct trips from the site to the disposal facility and direct return trips from the disposal facility to the site. Additional time, up to 15 minutes, may be allowed if applicable and necessary for compliance with USDOT-FMCSA required inspections of waste hauling vehicles, but only if incurred within the time frame immediately before or after a trip to or from the disposal facility for work required under the Contract. In such instances, Contractor may be required to provided documentary evidence of such inspections before RRC shall be required to pay for time claimed as attributable to such inspections.

- b. For equipment and personnel other than that referenced in paragraph 12.a. immediately above, hourly rates shall be allowed for mobilization time from and demobilization time to whichever of the following is least in time: Contractor's yard, overnight location of equipment and/or personnel, or such other location as deemed agreeable to RRC and Contractor within the signed Work Order.
 - c. For subcontracted equipment and personnel other than that referenced in paragraph 12.a. immediately above, hourly rates shall be allowed for mobilization time from and demobilization time to whichever of the following is least in time: subcontractor's yard, overnight location of equipment and/or personnel, or such other location as deemed agreeable to RRC and Contractor within the signed Work Order.
13. **SPECIAL NOTE FOR SITES REQUIRING SELF CONTAINED BREATHING APPARATUS (SCBA) AND SUPPLIED AIR/CASCADE SYSTEM SERVICES:** Personal protective equipment (PPE) may be required during cleanup operations at some RRC designated cleanup sites. All Contractor personnel shall have completed any required H₂S training course in compliance with RRC Statewide Rule 36(c)(13)(3), and shall, upon request of RRC present an H₂S certification card and/or supporting documentation for purposes of verification of certification. Certification and documentation must be current. RRC shall not accept certification documentation issued beyond the scope of three (3) years from date of completion of an authorized H₂S training course. All certifications and documentation must remain current and valid throughout Contract term and performance of any cleanup operations required under the Contract.
14. Fuel surcharges shall be allowed and payable only on the vacuum truck, backhoe, dozer, track hoe, and haul truck required for track hoe/dozer.
- a. Fuel surcharge will **not** be permitted or payable on the tool truck.
 - b. For purposes in determining fuel surcharge rate, the diesel price shall be computed using the weekly average diesel fuel price for U.S. Gulf Coast, as reported by the Energy Information Administration website at http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r30_w.htm, for the week in which work took place. Fuel surcharges shall be applied only to the hourly rate for the equipment to which a fuel surcharge applies.

If Diesel Price per Gallon is	Fuel Surcharge is
Less than or equal to \$3.50	0%
Greater than \$3.50, less than or equal to \$4.00	5%
Greater than \$4.00, less than or equal to \$4.50	10%
Greater than \$4.50, less than or equal to \$5.00	15%

Example of Fuel Surcharge Calculation		
Vacuum truck unit price, per hour	\$75.00	From Mandatory Pricing Sheet
Average diesel price for week, per gallon	\$3.75	U.S. Gulf Coast per EIA
Fuel surcharge	5%	\$75.00 x 5% = \$3.75
Total vacuum truck charge, per hour	\$78.75	\$75.00 + \$3.75

Abilene – Districts 7B & 8A

MANDATORY PRICING SHEET LINE ITEMS/SCHEDULED WORK

Line item prices will apply to work scheduled within each Work Order issued under the Contract. Line item prices shall be applicable throughout term of Contract and shall be altered only upon written agreement between RRC and Contractor as expressed through formal written Amendment to the Contract. Disposal fees, goods and services not included in the line items below will be paid as reimbursable items. Pricing on equipment does not include fuel surcharges unless indicated within the line item; fuel surcharges shall be paid according to **Attachment 2 – Mandatory Pricing Sheets (8 Areas)** general notes.

Item No.	Category	Description	Unit Measure	Per Unit Price	Quantity	Extended Price Totals
1.	Disposal And Washout	Disposal of Produced Water	Barrel		2,000	
2.		Disposal of BS&W	Barrel		5,000	
3.		Disposal of tank bottoms/pit bottoms/crude oil contaminated soils	Cubic Yard		2,000	
4.		Washout of vacuum truck	Each		50	
5.	Equipment	Vacuum truck with operator (minimum 130 bbl capacity)	Hour		400	
6.		Dump truck with operator (minimum 12 cy capacity)	Hour		100	
7.		End dump truck with operator (minimum 20 cy capacity).	Hour		50	
8.		Wash truck w/driver (minimum 40 bbl capacity)	Hour		100	
9.		3,000-psi pressure washer with a 500-gallon water tank	Day		50	
10.		4 WD backhoe (minimum Case 580 backhoe or equivalent)	Hour		200	
11.		Haul truck and trailer w/driver, transport for backhoe (Two hours minimum per each mob/demob occurrence)	Hour		50	
12.		Dozer (minimum Cat D4 dozer or equivalent)	Hour		100	
13.		Track hoe (minimum Cat 315 track hoe or equivalent)	Hour		100	
14.		Haul truck and trailer w/driver, transport for track hoe or dozer (Two hours minimum for each mob/demob occurrence)	Hour		50	
15.		Hydrogen sulfide (H2S) monitor and technician, a supplied air/cascade system, & a self-contained breathing apparatus (SCBA)	Day		10	
15.		Weed eater (includes fuel)	Day		10	
16.	Chain saw (18 inch bar minimum, includes fuel and bar oil)	Day		10		
17.	Personnel	Equipment operator with appropriate personal protective equipment (Minimum level D)	Hour		300	
18.		Site Supervisor* with tool truck and tools**	Hour		300	
19.		Roustabout with appropriate personal protective equipment (Minimum level D)	Hour		600	
Grand Total (Sum of Extended Price Totals)→						

*Site supervisor shall be Contractor's designated point of contact for RRC's onsite representative and shall be responsible for supervising all Contractor's employee, subcontractors (if any), and all work performed under the Contract.

** Tools to be included with crew truck:

All basic tools for Contractor's crew to conduct breaking loose/tightening any/all flowlines, fittings, elbows, nipples, load lines, valves, bull plugs, cat walks, etc. (including common equipment one would expect to use to construct or deconstruct a tank battery facility);

Various sized pipe wrenches, cheater bar, sockets, sledge hammer, shovels, squeegee, air impact or rechargeable impact capable of removing bolts from manway, cat walks, bolted tanks, etc. (Contractor using rechargeable tools must provide own ability to recharge batteries while on site); and

Tools capable of cutting/capping flowlines, headers, etc. for decommissioning on site. Flowline diameters may range from .5 inch to 6 inches.

Corpus Christi – District 04

MANDATORY PRICING SHEET LINE ITEMS/SCHEDULED WORK

Line item prices will apply to work scheduled within each Work Order issued under the Contract. Line item prices shall be applicable throughout term of Contract and shall be altered only upon written agreement between RRC and Contractor as expressed through formal written Amendment to the Contract. Disposal fees, goods and services not included in the line items below will be paid as reimbursable items. Pricing on equipment does not include fuel surcharges unless indicated within the line item; fuel surcharges shall be paid according to **Attachment 2 – Mandatory Pricing Sheets (8 Areas)** general notes.

Item No.	Category	Description	Unit Measure	Per Unit Price	Quantity	Extended Price Totals
1.	Disposal And Washout	Disposal of Produced Water	Barrel		2,000	
2.		Disposal of BS&W	Barrel		5,000	
3.		Disposal of tank bottoms/pit bottoms/crude oil contaminated soils	Cubic Yard		2,000	
4.		Washout of vacuum truck	Each		50	
5.	Equipment	Vacuum truck with operator (minimum 130 bbl capacity)	Hour		400	
6.		Dump truck with operator (minimum 12 cy capacity)	Hour		100	
7.		End dump truck with operator (minimum 20 cy capacity).	Hour		50	
8.		Wash truck w/driver (minimum 40 bbl capacity)	Hour		100	
9.		3,000-psi pressure washer with a 500-gallon water tank	Day		50	
10.		4 WD backhoe (minimum Case 580 backhoe or equivalent)	Hour		200	
11.		Haul truck and trailer w/driver, transport for backhoe (Two hours minimum per each mob/demob occurrence)	Hour		50	
12.		Dozer (minimum Cat D4 dozer or equivalent)	Hour		100	
13.		Track hoe (minimum Cat 315 track hoe or equivalent)	Hour		100	
14.		Haul truck and trailer w/driver, transport for track hoe or dozer (Two hours minimum for each mob/demob occurrence)	Hour		50	
15.		Weed eater (includes fuel)	Day		10	
16.		Chain saw (18 inch bar minimum, includes fuel and bar oil)	Day		10	
17.	Personnel	Equipment operator with appropriate personal protective equipment (Minimum level D)	Hour		300	
18.		Site Supervisor* with tool truck and tools**	Hour		300	
19.		Roustabout with appropriate personal protective equipment (Minimum level D)	Hour		600	
Grand Total (Sum of Extended Price Totals)→						

*Site supervisor shall be Contractor's designated point of contact for RRC's onsite representative and shall be responsible for supervising all Contractor's employee, subcontractors (if any), and all work performed under the Contract.

** Tools to be included with crew truck:

All basic tools for Contractor's crew to conduct breaking loose/tightening any/all flowlines, fittings, elbows, nipples, load lines, valves, bull plugs, cat walks, etc. (including common equipment one would expect to use to construct or deconstruct a tank battery facility);

Various sized pipe wrenches, cheater bar, sockets, sledge hammer, shovels, squeegee, air impact or rechargeable impact capable of removing bolts from manway, cat walks, bolted tanks, etc. (Contractor using rechargeable tools must provide own ability to recharge batteries while on site); and

Tools capable of cutting/capping flowlines, headers, etc. for decommissioning on site. Flowline diameters may range from .5 inch to 6 inches.

Kilgore – Districts 5 & 6

MANDATORY PRICING SHEET LINE ITEMS/SCHEDULED WORK

Line item prices will apply to work scheduled within each Work Order issued under the Contract. Line item prices shall be applicable throughout term of Contract and shall be altered only upon written agreement between RRC and Contractor as expressed through formal written Amendment to the Contract. Disposal fees, goods and services not included in the line items below will be paid as reimbursable items. Pricing on equipment does not include fuel surcharges unless indicated within the line item; fuel surcharges shall be paid according to **Attachment 2 – Mandatory Pricing Sheets (8 Areas)** general notes.

Item No.	Category	Description	Unit Measure	Per Unit Price	Quantity	Extended Price Totals
1.	Disposal And Washout	Disposal of Produced Water	Barrel		4,000	
2.		Disposal of BS&W	Barrel		10,000	
3.		Disposal of tank bottoms/pit bottoms/crude oil contaminated soils	Cubic Yard		5,000	
4.		Washout of vacuum truck	Each		200	
5.	Equipment	Vacuum truck with operator (minimum 130 bbl capacity)	Hour		800	
6.		Dump truck with operator (minimum 12 cy capacity)	Hour		500	
7.		End dump truck with operator (minimum 20 cy capacity).	Hour		500	
8.		Wash truck w/driver (minimum 40 bbl capacity)	Hour		500	
9.		3,000-psi pressure washer with a 500-gallon water tank	Day		100	
10.		4 WD backhoe (minimum Case 580 backhoe or equivalent)	Hour		500	
11.		Haul truck and trailer w/driver, transport for backhoe (Two hours minimum per each mob/demob occurrence)	Hour		50	
12.		Dozer (minimum Cat D4 dozer or equivalent)	Hour		500	
13.		Track hoe (minimum Cat 315 track hoe or equivalent)	Hour		200	
14.		Haul truck and trailer w/driver, transport for track hoe or dozer (Two hours minimum for each mob/demob occurrence)	Hour		50	
15.		Weed eater (includes fuel)	Day		10	
16.		Chain saw (18 inch bar minimum, includes fuel and bar oil)	Day		10	
17.	Personnel	Equipment operator with appropriate personal protective equipment (Minimum level D)	Hour		500	
18.		Site Supervisor* with tool truck and tools** (See Common Tools Notes)	Hour		500	
19.		Roustabout with appropriate personal protective equipment (Minimum level D)	Hour		1,000	
Grand Total (Sum of Extended Price Totals)→						

*Site supervisor shall be Contractor's designated point of contact for RRC's onsite representative and shall be responsible for supervising all Contractor's employee, subcontractors (if any), and all work performed under the Contract.

** Tools to be included with crew truck:

All basic tools for Contractor's crew to conduct breaking loose/tightening any/all flowlines, fittings, elbows, nipples, load lines, valves, bull plugs, cat walks, etc. (including common equipment one would expect to use to construct or deconstruct a tank battery facility);

Various sized pipe wrenches, cheater bar, sockets, sledge hammer, shovels, squeegee, air impact or rechargeable impact capable of removing bolts from manway, cat walks, bolted tanks, etc. (Contractor using rechargeable tools must provide own ability to recharge batteries while on site); and

Tools capable of cutting/capping flowlines, headers, etc. for decommissioning on site. Flowline diameters may range from .5 inch to 6 inches.

Midland – District 08

**MANDATORY PRICING SHEET
LINE ITEMS/SCHEDULED WORK**

Line item prices will apply to work scheduled within each Work Order issued under the Contract. Line item prices shall be applicable throughout term of Contract and shall be altered only upon written agreement between RRC and Contractor as expressed through formal written Amendment to the Contract. Disposal fees, goods and services not included in the line items below will be paid as reimbursable items. Pricing on equipment does not include fuel surcharges unless indicated within the line item; fuel surcharges shall be paid according to **Attachment 2 – Mandatory Pricing Sheets (8 Areas)** general notes.

Item No.	Category	Description	Unit Measure	Per Unit Price	Quantity	Extended Price Totals
1.	Disposal And Washout	Disposal of Produced Water	Barrel		2,000	
2.		Disposal of BS&W	Barrel		5,000	
3.		Disposal of tank bottoms/pit bottoms/crude oil contaminated soils	Cubic Yard		2,000	
4.		Washout of vacuum truck	Each		50	
5.	Equipment	Vacuum truck with operator (minimum 130 bbl capacity)	Hour		400	
6.		Dump truck with operator (minimum 12 cy capacity)	Hour		100	
7.		End dump truck with operator (minimum 20 cy capacity).	Hour		50	
8.		Wash truck w/driver (minimum 40 bbl capacity)	Hour		100	
9.		3,000-psi pressure washer with a 500-gallon water tank	Day		50	
10.		4 WD backhoe (minimum Case 580 backhoe or equivalent)	Hour		200	
11.		Haul truck and trailer w/driver, transport for backhoe (Two hours minimum per each mob/demob occurrence)	Hour		50	
12.		Dozer (minimum Cat D4 dozer or equivalent)	Hour		100	
13.		Track hoe (minimum Cat 315 track hoe or equivalent)	Hour		100	
14.		Haul truck and trailer w/driver, transport for track hoe or dozer (Two hours minimum for each mob/demob occurrence)	Hour		50	
15.		Hydrogen sulfide (H2S) monitor and technician, a supplied air/cascade system, & a self-contained breathing apparatus (SCBA)	Day		30	
16.		Weed eater (includes fuel)	Day		10	
17.		Chain saw (18 inch bar minimum, includes fuel and bar oil)	Day		10	
18.	Personnel	Equipment operator with appropriate personal protective equipment (Minimum level D)	Hour		300	
19.		Site Supervisor* with tool truck and tools** (See Common Tools Notes)	Hour		300	
20.		Roustabout with appropriate personal protective equipment (Minimum level D)	Hour		600	
Grand Total (Sum of Extended Price Totals)→						

*Site supervisor shall be Contractor's designated point of contact for RRC's onsite representative and shall be responsible for supervising all Contractor's employee, subcontractors (if any), and all work performed under the Contract.

** Tools to be included with crew truck:

All basic tools for Contractor's crew to conduct breaking loose/tightening any/all flowlines, fittings, elbows, nipples, load lines, valves, bull plugs, cat walks, etc. (including common equipment one would expect to use to construct or deconstruct a tank battery facility);

Various sized pipe wrenches, cheater bar, sockets, sledge hammer, shovels, squeegee, air impact or rechargeable impact capable of removing bolts from manway, cat walks, bolted tanks, etc. (Contractor using rechargeable tools must provide own ability to recharge batteries while on site); and

Tools capable of cutting/capping flowlines, headers, etc. for decommissioning on site. Flowline diameters may range from .5 inch to 6 inches.

Pampa – District 10

MANDATORY PRICING SHEET LINE ITEMS/SCHEDULED WORK

Line item prices will apply to work scheduled within each Work Order issued under the Contract. Line item prices shall be applicable throughout term of Contract and shall be altered only upon written agreement between RRC and Contractor as expressed through formal written Amendment to the Contract. Disposal fees, goods and services not included in the line items below will be paid as reimbursable items. Pricing on equipment does not include fuel surcharges unless indicated within the line item; fuel surcharges shall be paid according to **Attachment 2 – Mandatory Pricing Sheets (8 Areas)** general notes.

Item No.	Category	Description	Unit Measure	Per Unit Price	Quantity	Extended Price Totals
1.	Disposal And Washout	Disposal of Produced Water	Barrel		1,000	
2.		Disposal of BS&W	Barrel		2,000	
3.		Disposal of tank bottoms/pit bottoms/crude oil contaminated soils	Cubic Yard		500	
4.		Washout of vacuum truck	Each		10	
5.	Equipment	Vacuum truck with operator (minimum 130 bbl capacity)	Hour		200	
6.		Dump truck with operator (minimum 12 cy capacity)	Hour		50	
7.		End dump truck with operator (minimum 20 cy capacity).	Hour		50	
8.		3,000-psi pressure washer with a 500-gallon water tank	Day		10	
9.		4 WD backhoe (minimum Case 580 backhoe or equivalent)	Hour		100	
10.		Haul truck and trailer w/driver, transport for backhoe (Two hours minimum per each mob/demob occurrence)	Hour		20	
11.		Dozer (minimum Cat D4 dozer or equivalent)	Hour		40	
12.		Track hoe (minimum Cat 315 track hoe or equivalent)	Hour		20	
13.		Haul truck and trailer w/driver, transport for track hoe or dozer (Two hours minimum for each mob/demob occurrence)	Hour		20	
14.	Personnel	Equipment operator with appropriate personal protective equipment (Minimum level D)	Hour		160	
15.		Site Supervisor* with tool truck and tools**	Hour		160	
16.		Roustabout with appropriate personal protective equipment (Minimum level D)	Hour		320	
Grand Total (Sum of Extended Price Totals)→						

*Site supervisor shall be Contractor's designated point of contact for RRC's onsite representative and shall be responsible for supervising all Contractor's employee, subcontractors (if any), and all work performed under the Contract.

** Tools to be included with crew truck:

All basic tools for Contractor's crew to conduct breaking loose/tightening any/all flowlines, fittings, elbows, nipples, load lines, valves, bull plugs, cat walks, etc. (including common equipment one would expect to use to construct or deconstruct a tank battery facility);

Various sized pipe wrenches, cheater bar, sockets, sledge hammer, shovels, squeegee, air impact or rechargeable impact capable of removing bolts from manway, cat walks, bolted tanks, etc. (Contractor using rechargeable tools must provide own ability to recharge batteries while on site); and

Tools capable of cutting/capping flowlines, headers, etc. for decommissioning on site. Flowline diameters may range from .5 inch to 6 inches.

San Angelo – District 07C

MANDATORY PRICING SHEET LINE ITEMS/SCHEDULED WORK

Line item prices will apply to work scheduled within each Work Order issued under the Contract. Line item prices shall be applicable throughout term of Contract and shall be altered only upon written agreement between RRC and Contractor as expressed through formal written Amendment to the Contract. Disposal fees, goods and services not included in the line items below will be paid as reimbursable items. Pricing on equipment does not include fuel surcharges unless indicated within the line item; fuel surcharges shall be paid according to **Attachment 2 – Mandatory Pricing Sheets (8 Areas)** general notes.

Item No.	Category	Description	Unit Measure	Per Unit Price	Quantity	Extended Price Totals
1.	Disposal And Washout	Disposal of Produced Water	Barrel		2,000	
2.		Disposal of BS&W	Barrel		2,000	
3.		Disposal of tank bottoms/pit bottoms/crude oil contaminated soils	Cubic Yard		2,000	
4.		Washout of vacuum truck	Each		50	
5.	Equipment	Vacuum truck with operator (minimum 130 bbl capacity)	Hour		400	
6.		Dump truck with operator (minimum 12 cy capacity)	Hour		100	
7.		End dump truck with operator (minimum 20 cy capacity).	Hour		50	
8.		Wash truck w/driver (minimum 40 bbl capacity)	Hour		100	
9.		3,000-psi pressure washer with a 500-gallon water tank	Day		30	
10.		4 WD backhoe (minimum Case 580 backhoe or equivalent)	Hour		300	
11.		Haul truck and trailer w/driver, transport for backhoe (Two hours minimum per each mob/demob occurrence)	Hour		50	
12.		Dozer (minimum Cat D4 dozer or equivalent)	Hour		50	
13.		Track hoe (minimum Cat 315 track hoe or equivalent)	Hour		50	
14.		Haul truck and trailer w/driver, transport for track hoe or dozer (Two hours minimum for each mob/demob occurrence)	Hour		50	
15.		Weed eater (includes fuel)	Day		10	
16.		Chain saw (18 inch bar minimum, includes fuel and bar oil)	Day		10	
17.	Personnel	Equipment operator with appropriate personal protective equipment (Minimum level D)	Hour		300	
18.		Site Supervisor* with tool truck and tools**	Hour		300	
19.		Roustabout with appropriate personal protective equipment (Minimum level D)	Hour		600	
Grand Total (Sum of Extended Price Totals)→						

*Site supervisor shall be Contractor's designated point of contact for RRC's onsite representative and shall be responsible for supervising all Contractor's employee, subcontractors (if any), and all work performed under the Contract.

** Tools to be included with crew truck:

All basic tools for Contractor's crew to conduct breaking loose/tightening any/all flowlines, fittings, elbows, nipples, load lines, valves, bull plugs, cat walks, etc. (including common equipment one would expect to use to construct or deconstruct a tank battery facility);

Various sized pipe wrenches, cheater bar, sockets, sledge hammer, shovels, squeegee, air impact or rechargeable impact capable of removing bolts from manway, cat walks, bolted tanks, etc. (Contractor using rechargeable tools must provide own ability to recharge batteries while on site); and

Tools capable of cutting/capping flowlines, headers, etc. for decommissioning on site. Flowline diameters may range from .5 inch to 6 inches.

San Antonio – Districts 1 & 2

MANDATORY PRICING SHEET LINE ITEMS/SCHEDULED WORK

Line item prices will apply to work scheduled within each Work Order issued under the Contract. Line item prices shall be applicable throughout term of Contract and shall be altered only upon written agreement between RRC and Contractor as expressed through formal written Amendment to the Contract. Disposal fees, goods and services not included in the line items below will be paid as reimbursable items. Pricing on equipment does not include fuel surcharges unless indicated within the line item; fuel surcharges shall be paid according to **Attachment 2 – Mandatory Pricing Sheets (8 Areas)** general notes.

21 Early General Notes:						
Item No.	Category	Description	Unit Measure	Per Unit Price	Quantity	Extended Price Totals
1.	Disposal And Washout	Disposal of Produced Water	Barrel		2,000	
2.		Disposal of BS&W	Barrel		5,000	
3.		Disposal of tank bottoms/pit bottoms/crude oil contaminated soils	Cubic Yard		2,000	
4.		Washout of vacuum truck	Each		50	
5.	Equipment	Vacuum truck with operator (minimum 130 bbl capacity)	Hour		400	
6.		Dump truck with operator (minimum 12 cy capacity)	Hour		100	
7.		End dump truck with operator (minimum 20 cy capacity).	Hour		50	
8.		Wash truck w/driver (minimum 40 bbl capacity)	Hour		100	
9.		3,000-psi pressure washer with a 500-gallon water tank	Day		50	
10.		4 WD backhoe (minimum Case 580 backhoe or equivalent)	Hour		200	
11.		Haul truck and trailer w/driver, transport for backhoe (Two hours minimum per each mob/demob occurrence)	Hour		50	
12.		Dozer (minimum Cat D4 dozer or equivalent)	Hour		100	
13.		Track hoe (minimum Cat 315 track hoe or equivalent)	Hour		100	
14.		Haul truck and trailer w/driver, transport for track hoe or dozer (Two hours minimum for each mob/demob occurrence)	Hour		50	
15.		Hydrogen sulfide (H2S) monitor and technician, a supplied air/cascade system, & a self-contained breathing apparatus (SCBA)	Day		10	
16.		Weed eater (includes fuel)	Day		10	
17.		Chain saw (18 inch bar minimum, includes fuel and bar oil)	Day		10	
18.	Personnel	Equipment operator with appropriate personal protective equipment (Minimum level D)	Hour		300	
19.		Site Supervisor* with tool truck and tools**	Hour		300	
20.		Roustabout with appropriate personal protective equipment (Minimum level D)	Hour		600	
Grand Total (Sum of Extended Price Totals)→						

*Site supervisor shall be Contractor's designated point of contact for RRC's onsite representative and shall be responsible for supervising all Contractor's employee, subcontractors (if any), and all work performed under the Contract.

** Tools to be included with crew truck:

All basic tools for Contractor's crew to conduct breaking loose/tightening any/all flowlines, fittings, elbows, nipples, load lines, valves, bull plugs, cat walks, etc. (including common equipment one would expect to use to construct or deconstruct a tank battery facility);

Various sized pipe wrenches, cheater bar, sockets, sledge hammer, shovels, squeegee, air impact or rechargeable impact capable of removing bolts from manway, cat walks, bolted tanks, etc. (Contractor using rechargeable tools must provide own ability to recharge batteries while on site); and

Tools capable of cutting/capping flowlines, headers, etc. for decommissioning on site. Flowline diameters may range from .5 inch to 6 inches.

Wichita Falls – District 09

MANDATORY PRICING SHEET LINE ITEMS/SCHEDULED WORK

Line item prices will apply to work scheduled within each Work Order issued under the Contract. Line item prices shall be applicable throughout term of Contract and shall be altered only upon written agreement between RRC and Contractor as expressed through formal written Amendment to the Contract. Disposal fees, goods and services not included in the line items below will be paid as reimbursable items. Pricing on equipment does not include fuel surcharges unless indicated within the line item; fuel surcharges shall be paid according to **Attachment 2 – Mandatory Pricing Sheets (8 Areas)** general notes.

Item No.	Category	Description	Unit Measure	Per Unit Price	Quantity	Extended Price Totals
1.	Disposal And Washout	Disposal of Produced Water	Barrel		4,000	
2.		Disposal of BS&W	Barrel		10,000	
3.		Disposal of tank bottoms/pit bottoms/crude oil contaminated soils	Cubic Yard		2,000	
4.		Washout of vacuum truck	Each		50	
5.	Equipment	Vacuum truck with operator (minimum 130 bbl capacity)	Hour		400	
6.		Dump truck with operator (minimum 12 cy capacity)	Hour		100	
7.		End dump truck with operator (minimum 20 cy capacity).	Hour		50	
8.		Wash truck w/driver (minimum 40 bbl capacity)	Hour		100	
9.		3,000-psi pressure washer with a 500-gallon water tank	Day		50	
10.		4 WD backhoe (minimum Case 580 backhoe or equivalent)	Hour		200	
11.		Haul truck and trailer w/driver, transport for backhoe (Two hours minimum per each mob/demob occurrence)	Hour		50	
12.		Dozer (minimum Cat D4 dozer or equivalent)	Hour		100	
13.		Track hoe (minimum Cat 315 track hoe or equivalent)	Hour		100	
14.		Haul truck and trailer w/driver, transport for track hoe or dozer (Two hours minimum for each mob/demob occurrence)	Hour		50	
15.		Weed eater (includes fuel)	Day		10	
16.		Chain saw (18 inch bar minimum, includes fuel and bar oil)	Day		10	
17.	Personnel	Equipment operator with appropriate personal protective equipment (Minimum level D)	Hour		300	
18.		Site Supervisor* with tool truck and tools**	Hour		300	
19.		Roustabout with appropriate personal protective equipment (Minimum level D)	Hour		600	
Grand Total (Sum of Extended Price Totals)→						

*Site supervisor shall be Contractor's designated point of contact for RRC's onsite representative and shall be responsible for supervising all Contractor's employee, subcontractors (if any), and all work performed under the Contract.

** Tools to be included with crew truck:

All basic tools for Contractor's crew to conduct breaking loose/tightening any/all flowlines, fittings, elbows, nipples, load lines, valves, bull plugs, cat walks, etc. (including common equipment one would expect to use to construct or deconstruct a tank battery facility);

Various sized pipe wrenches, cheater bar, sockets, sledge hammer, shovels, squeegee, air impact or rechargeable impact capable of removing bolts from manway, cat walks, bolted tanks, etc. (Contractor using rechargeable tools must provide own ability to recharge batteries while on site); and

Tools capable of cutting/capping flowlines, headers, etc. for decommissioning on site. Flowline diameters may range from .5 inch to 6 inches.

ATTACHMENT 3 – CONTRACTOR’S QUALIFICATIONS STATEMENT

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH RESPONDENT’S PROPOSAL. Failure to answer any question or provide the requested information may result in the Proposal being deemed non-responsive. Complete all blocks; if a question or information request is not applicable to Respondent, complete that item with “not applicable” or “N/A”. If additional space is required for a complete response, provide the additional information on 8 x 11 ½ paper with Respondent’s letterhead, and include reference to specific page number, item, and section of this Contractor’s Qualification Statement applicable to the information. Note: brochures, pre-prepared statements of qualification, and resumes are not requested and will not be considered if submitted with Proposal.

FIRM			
ADDRESS			
PHONE		FAX	
E-MAIL			
Is your firm: Individual _____ Partnership _____ Corporation _____			
If incorporated, under the laws of the State of _____ with principal place of business in _____			

PRINCIPALS IN FIRM AND YEARS EXPERIENCE IN THE ENVIRONMENTAL/OIL FIELD CLEANUP INDUSTRY:

NAME	TITLE	PHONE	NO. OF YEARS

FIRM HISTORY: List firm history below, including any other business names used.

From		to		Firm Name	
From		to		Firm Name	
From		to		Firm Name	
From		to		Firm Name	

Has firm, under its current or former name(s) ever failed to complete a project, defaulted on a contract, or been engaged in litigation over a contract? ____ Yes ____ No. If so, state particulars of most recent occurrence on separate sheet(s) and attach to this form as instructed within the introduction of this form.

CONTRACTOR’S CAPABILITIES:

FIRM’S AVERAGE ANNUAL GROSS REVENUE \$ _____ Percentage of this revenue by categories:

Environmental Cleanup _____%	Oil Field Work _____%	Other Services _____%
------------------------------	-----------------------	-----------------------

FINANCIAL CAPABILITIES:

FINANCIAL INFORMATION SUMMARIZED BELOW WAS PREPARED BY:

ACCOUNTING FIRM		Address	
City/State/Zip		E-Mail	
Prepared by (name):		Phone	

FINANCIAL STATEMENT SUMMARY:

Current Assets		Current Liabilities	
Fixed Assets		Net Worth	
Total Assets		Total Liab. & Net Worth	

BONDING REFERENCES: Indicate agency/surety through which bonding will be obtained.

AGENCY		Address	
City/State/Zip		E-Mail	
Phone		Fax	
Agent's Name		Agent's Phone	
Name of Power of Attorney from Bond Company		Expiration Date	

BONDING COMPANY		Address	
City/State/Zip		Email	
Phone		Fax	
Name of Representative		Phone	

BANKING REFERENCES:

BANK		Address	
City/State/Zip		E-Mail	
Bank Contact Name		Phone	
Checking Acct. Numbers		Fax	
Loan Acct. Numbers			
CD/MM Acct. Numbers			

RESPONDENT'S EXPERIENCE RECORD:

LIST NO MORE THAN SIX (6) SUCCESSFUL PROJECTS ARE AT LEAST 50% COMPLETE (*50% COMPLETE PROJECTS WILL BE COUNTED TOWARDS SUCCESSFUL PROJECTS*) OR HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS MEASURED BACKWARDS FROM THE ISSUE DATE OF THIS SOLICITATION, AND THAT BEST DEMONSTRATE CURRENT QUALIFICATIONS RELATED TO THE WORK INCLUDED WITHIN PART II – SCOPE OF WORK OF THIS RFP.

1.

Project Name					
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Fax	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.					
Project description, Respondent's types of services delivered under the project contract, and explanation of why project is comparable to this contract.					

2.

Project Name					
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Fax	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.					
Project description, Respondent's types of services delivered under the project contract, and explanation of why project is comparable to this contract.					

RESPONDENT'S EXPERIENCE RECORD: (CONTINUED)

3.

Project Name					
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Fax	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.					
Project description, Respondent's types of services delivered under the project contract, and explanation of why project is comparable to this contract.					

4.

Project Name					
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Fax	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.					
Project description, Respondent's types of services delivered under the project contract, and explanation of why project is comparable to this contract.					

RESPONDENT'S EXPERIENCE RECORD: (CONTINUED)

5.

Project Name					
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Fax	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.					
Project description, Respondent's types of services delivered under the project contract, and explanation of why project is comparable to this contract.					

6.

Project Name					
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Fax	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.					
Project description, Respondent's types of services delivered under the project contract, and explanation of why project is comparable to this contract.					

RESPONDENT'S DESIGNATED SUPERVISOR'S INFORMATION:

SUPERVISOR'S NAME	CURRENT TITLE	NO. YEARS EMPLOYED BY RESPONDENT	NO. YEARS TOTAL EXPERIENCE*

*Include only experience within environmental/oil field clean up industry.

RESPONDENT'S DESIGNATED SUPERVISOR'S EXPERIENCE RECORD:

LIST NO MORE THAN SIX (6) SUCCESSFUL PROJECTS THAT ARE AT LEAST 50% COMPLETE (*50% COMPLETE PROJECTS WILL BE COUNTED TOWARDS SUCCESSFUL PROJECTS*) OR HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS MEASURED BACKWARDS FROM THE ISSUE DATE OF THIS SOLICITATION, AND THAT BEST DEMONSTRATE **RESPONDENT'S DESIGNATED SUPERVISOR'S** KNOWLEDGE AND MANAGEMENT EXPERIENCE RELATED TO PROJECTS OF SIMILAR SCOPE AND SIZE AS THE WORK INCLUDED WITHIN PART II – SCOPE OF WORK OF THIS RFP. INFORMATION PROVIDED IN THIS SECTION SHOULD INCLUDE ONLY THAT WHICH IS RELATED TO RESPONDENT'S DESIGNATED SUPERVISOR.

1.

Project Name	Supervisor's Title on Project:				
Project Location	Contract Amount	Beginning \$	Ending \$		
Project Owner & Type (Private, Gov't)	Address				
City	State		Zip		
Project Owner's Rep familiar with project	Phone		Fax		
Contract Start Date (Date of Notice to Proceed)	Contract Duration (Calendar Days)				
If Project is still in progress, provide percentage complete	If completed, date of completion				
Project description; Supervisor's responsibilities under the project contract, and explanation of why project is comparable to this contract.					

2.

Project Name	Supervisor's Title on Project:				
Project Location	Contract Amount	Beginning \$	Ending \$		
Project Owner & Type (Private, Gov't)	Address				
City	State		Zip		
Project Owner's Rep familiar with project	Phone		Fax		
Contract Start Date (Date of Notice to Proceed)	Contract Duration (Calendar Days)				
If Project is still in progress, provide percentage complete	If completed, date of completion				
Project description; Supervisor's responsibilities under the project contract, and explanation of why project is comparable to this contract.					

RESPONDENT'S DESIGNATED SUPERVISOR'S EXPERIENCE RECORD: (CONTINUED)

3.

Project Name		Supervisor's Title on Project:			
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Fax	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
Project description; Supervisor's responsibilities under the project contract, and explanation of why project is comparable to this contract.					

4.

Project Name		Supervisor's Title on Project:			
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Fax	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
Project description; Supervisor's responsibilities under the project contract, and explanation of why project is comparable to this contract.					

5.

Project Name		Supervisor's Title on Project:			
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Fax	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
Project description; Supervisor's responsibilities under the project contract, and explanation of why project is comparable to this contract.					

RESPONDENT'S DESIGNATED SUPERVISOR'S EXPERIENCE RECORD: (CONTINUED)

6.

Project Name		Supervisor's Title on Project:			
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Fax	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
Project description; Supervisor's responsibilities under the project contract, and explanation of why project is comparable to this contract.					

RESPONDENT'S HUB AND PREVIOUS RRC CONTRACTING EXPERIENCE:

Please indicate if the firm is a **Texas Certified** Historically Underutilized Business (HUB): ☐ YES ☐ NO

If yes, please indicate gender and ethnicity: Gender: ☐ Male ☐ Female

Ethnicity: _____ (Asian Pacific Islander, Black American, Hispanic American, Native American, American Woman, or Service Disabled Veteran)

Has Respondent ever performed prior work under contract with RRC? ☐ YES ☐ NO

If yes, list the most recent project contract number(s): _____

I hereby certify that all information provided above and attached is true and correct. Furthermore, I hereby authorize you to contact the references listed above and authorize release of information from such references to Railroad Commission of Texas. I hereby certify that my firm is not debarred or suspended from performing work for the U.S.A. or the State of Texas.

Respondent Name

Signature of Owner or Officer

Title of Person Signing

Date

ATTACHMENT 4 – HUB SUBCONTRACTING PLAN FORM

Contained in Package 2 of ESBD Posting

IMPORTANT NOTE:

Respondents MUST use the electronic version listed in ESBD to respond.

(Available as a .PDF file download with the RFP materials)

A HUB SUBCONTRACTING PLAN FORM MUST BE FULLY COMPLETED AND INCLUDED WITH RESPONDENT’S PROPOSAL.

ATTACHMENT 5 – HUB PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT

The HUB Prime Contractor Progress Assessment Report (PAR) is available at:

<http://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>

The HUB PAR is provided for information purposes only.

It is NOT required to be submitted with Proposals.

ATTACHMENT 6 – RESPONDENT’S RELATIVES & EMPLOYEES

**THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH RESPONDENT’S PROPOSAL.
FAILURE TO COMPLETE AND INCLUDE THIS FORM WITH RESPONDENT’S PROPOSAL SHALL
DEEM THE PROPOSAL NON-RESPONSIVE.**

State law imposes restrictions on certain contracts with former or retired employees. Using this RRC provided form, Respondent must provide a list of all of the following:

- Respondent’s relatives who are currently working or have worked for RRC.
- Respondent’s employees who are current, former, or retired employees of RRC.
- Respondent must notify RRC of any prospective employee who is a former employee of RRC, prior to prospective employee’s performance or receipt of compensation under any contract resulting from this RFP.
- Respondent must notify RRC of any prospective employee who is related to an RRC employee, prior to placement, and must notify RRC of any prospective employee who holds any license or certificate related to the Insurance Industry.

For each list below, if response is none, indicate response by marking “X” in the “None” box for each category. Failure to complete this form will cause Respondent to be non-responsive.

1.	Relative(s) of Respondent (current, former, or retired RRC employee(s))				None - <input type="checkbox"/>	
Name (First and Last)		Relationship to RRC				
a		current - <input type="checkbox"/>	former - <input type="checkbox"/>	retiree - <input type="checkbox"/>		
b		current - <input type="checkbox"/>	former - <input type="checkbox"/>	retiree - <input type="checkbox"/>		
c		current - <input type="checkbox"/>	former - <input type="checkbox"/>	retiree - <input type="checkbox"/>		

2.	Non-relative Employee(s) of Respondent (current, former, or retired RRC employee(s))				None - <input type="checkbox"/>	
Name (First and Last)		Relationship to RRC				
a		current - <input type="checkbox"/>	former - <input type="checkbox"/>	retiree - <input type="checkbox"/>		
b		current - <input type="checkbox"/>	former - <input type="checkbox"/>	retiree - <input type="checkbox"/>		
c		current - <input type="checkbox"/>	former - <input type="checkbox"/>	retiree - <input type="checkbox"/>		

For additional employees not listed above, use the lines below for reporting:

Signature of Person Completing Form

Date

Name and Title

Respondent Company Name

Railroad Commission of Texas

PAYMENT BOND

ATTACHMENT 7 – PAYMENT BOND

STATE OF TEXAS

RFP Number 455-18-8667

COUNTY OF _____

Contract Number 455-##-####

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as **PRINCIPAL**,
and _____, as **SURETY(IES)**,

Surety Address:

Surety Phone: _____

Surety Fax: _____

Surety Email: _____

are hereby held and firmly bound unto the State of Texas in the penal sum of:

_____ Dollars (\$_____)

for the payment, whereof, the said **PRINCIPAL** and **SURETY(IES)** bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the **PRINCIPAL** entered into a certain Contract dated _____, 20__, hereto attached, and made a part hereof, with the State of Texas, acting by and through the Railroad Commission of Texas, to commence and complete certain work described as:

RFP 455-18-8667

MASTER SERVICE AGREEMENT FOR

SITE REMEDIATION - ASSESSMENT AND CLEANUP SERVICES

8 SERVICE AREAS

NOW THEREFORE, the conditions of this obligation are such that, if the **PRINCIPAL** shall promptly make payment to all claimants as defined in TITLE 10, TEXAS GOVERNMENT CODE, CHAPTER 2253, as amended, supplying labor and materials in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **SURETY(IES)** being hereby waived, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right to action under the bond as provided in TITLE 10, TEXAS GOVERNMENT CODE, CHAPTER 2253, as amended.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

By _____

By _____

Railroad Commission of Texas

PERFORMANCE BOND

ATTACHMENT 8 – PERFORMANCE BOND

STATE OF TEXAS

RFP Number 455-18-8667

COUNTY OF _____

Contract Number 455-##-####

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as **PRINCIPAL**,
and _____, as **SURETY(IES)**,

Surety Address:

Surety Phone: _____

Surety Fax: _____

Surety Email: _____

are hereby held and firmly bound unto the State of Texas in the penal sum of:
_____ Dollars (\$ _____)
for the payment, whereof, the said **PRINCIPAL** and **SURETY(IES)** bind themselves, their heirs, executors,
administrators, successors, and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the **PRINCIPAL** entered into a certain contract dated
_____, 20__, hereto attached, and made a part hereof, with the State of Texas, acting by and through
the Railroad Commission of Texas, to commence and complete certain work described as:

RFP 455-18-8667

MASTER SERVICE AGREEMENT FOR

SITE REMEDIATION - ASSESSMENT AND CLEANUP SERVICES

8 SERVICE AREAS

NOW THEREFORE, the conditions of this obligation are such that, if the **PRINCIPAL** shall promptly make
payment to all claimants as defined in TITLE 10, TEXAS GOVERNMENT CODE, CHAPTER 2253, as amended,
supplying labor and materials in the prosecution of the work provided for in said contract and any and all duly authorized
changes to said contract that may hereafter be made, notice of such changes to the **SURETY(IES)** being hereby waived,
then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the
prosecution of the work provided for in said contract, and all such claimants shall have a direct right to action under the bond
as provided in TITLE 10, TEXAS GOVERNMENT CODE, CHAPTER 2253, as amended.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this
_____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed, and
these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

By _____

By _____

Railroad Commission of Texas

Surety Consent to Final Payment

ATTACHMENT 9 – CONSENT OF SURETY

RFP NUMBER: 455-18-8667

CONTRACT NUMBER: 455-##-####

MASTER SERVICE AGREEMENT FOR

PROJECT TITLE: SITE REMEDIATION - ASSESSMENT AND CLEANUP SERVICES

PROJECT

LOCATION: Eight (8) Services Areas - Texas

CONTRACT DATE: MM/DD/YYYY

OWNER: Railroad Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78701

CONTRACTOR: _____
(Name)

(Address)

(City, State, Zip Code)

SURETY COMPANY: _____
(Name)

(Address)

(City, State, Zip Code)

on bond of _____, Contractor, the Surety Company hereby approves of the final payment by Owner to Contractor on the above Contract, and agrees that final payment to the Contractor shall not relieve Surety Company of any of its obligations to Owner as set forth in said Surety Company's bond.

IN WITNESS WHEREOF,

Surety Company has hereunto set its hand this ____ day of _____, 20____.

SURETY COMPANY:

By: _____
(Signature)

(Printed Name)

(Title)

Railroad Commission of Texas

Contractor's Progress Payment Affidavit

ATTACHMENT 10 – CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF TEXAS

RFP NUMBER 455-18-8667

COUNTY OF _____

CONTRACT NUMBER 455-##-####

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared

_____, who being duly sworn, on oath,
says that he/she is a duly authorized representative of

_____, CONTRACTOR, and all
terms of the Contract for the completion of certain works described as

RFP 455-18-8667
MASTER SERVICE AGREEMENT FOR
SITE REMEDIATION - ASSESSMENT AND CLEANUP SERVICES
8 SERVICE AREAS

have been satisfactorily completed to the extent indicated on the attached voucher and that ALL sums of money due for payrolls, bills for material and equipment, and other indebtedness connected with the Work for which OWNER or its property might in any way be responsible, to the best of his/her knowledge and belief have been paid or will be paid or otherwise satisfied within ten days after receipt of the requested payment from the OWNER, or within the period of time required by Title 10, Texas Government Code, Section 2251.022.

Affiant agrees to indemnify and hold Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project. Affiant further agrees to indemnify and hold harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project.

Payments to subcontractors for labor and/or materials which are pending or disputed as of the date hereof are:

<u>Individual or Company Name</u>	<u>Mailing Address</u>	<u>Amount Owed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Instructions: Affidavit must be signed by an individual owner, a partner in a partnership, or by a person authorized by bylaws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership.

Signature

Title

Sworn to and subscribed before me this _____ day of _____ 20__.

(SEAL)

Notary Public in and for
_____ County, Texas

Railroad Commission of Texas

Contractor's Final Payment Affidavit

ATTACHMENT 11 – CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF TEXAS

RFP # 455-18-8667

COUNTY OF _____

CONTRACT # 455-18-####

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared

_____, who being duly sworn, on oath,
says that he/she is a duly authorized representative of

_____, CONTRACTOR, and all
terms of the Contract for the completion of certain works described as:

RFP 455-18-8667
MASTER SERVICE AGREEMENT FOR
SITE REMEDIATION - ASSESSMENT AND CLEANUP SERVICES
8 SERVICE AREAS

have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for which Owner or its property might in any way be responsible, to the best of his/her knowledge and belief, have been paid or will be paid or otherwise satisfied within ten days after receipt of final payment from the RRC, or within the period of time required by Title 10, Texas Government Code, Section 2251.022. Payments not made in full as of the date of this affidavit are listed below.

Affiant hereby waives all claims against RRC. (List any exceptions):

Affiant agrees to indemnify and hold RRC harmless from any liens, debts, or obligations which arise from labor or materials provided by or through Affiant to the Contract work. Affiant further agrees to indemnify and hold harmless all real property on which the work was performed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project.

Final payments to subcontractors for labor and/or materials which are pending or disputed as of the date of this Affidavit are:

Individual or Company Name

Mailing Address

Amount Owed

<u>Individual or Company Name</u>	<u>Mailing Address</u>	<u>Amount Owed</u>
_____	_____	_____
_____	_____	_____

INSTRUCTIONS: Affidavit must be signed by an individual owner, or partner in a partnership, or by a person authorized by bylaws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or materialmen have not been paid in full, Contractor shall list hereon the amount owed and the name and address of each subcontractor, laborer, or materialman to whom such payment is owed. Add additional pages if required.

Affiant's Signature

Title

Sworn to and subscribed before me this ____ day of _____, 20 ____.

(SEAL)

Notary Public in and for

County, Texas

**MASTER SERVICE AGREEMENT CONTRACT
FOR
SITE REMEDIATION – ASSESSMENT AND CLEANUP SERVICES
BETWEEN
RAILROAD COMMISSION OF TEXAS
AND
CONTRACTOR NAME**

ATTACHMENT 12 – SAMPLE CONTRACT

The State of Texas, through the **RAILROAD COMMISSION OF TEXAS** (“RRC”), a state agency located at 1701 N. Congress Ave., Austin, Texas 78701 and **CONTRACTOR NAME** (“Contractor”), located at **CONTRACTOR ADDRESS**, (individually “Party”; collectively “Parties”) enter into this contract agreement (“Contract”) for Site Remediation – Assessment and Cleanup Services pursuant to Texas Government Code Chapters 2155, 2156.

I. SERVICES AND CONTRACT DOCUMENTS

1.01. SERVICES REQUIRED. In accordance with the terms and conditions of the Contract, including all contract documents incorporated by reference, Contractor shall be Environmental Laboratory (NELAP) accredited and maintain accreditation throughout the term of the contract, including renewal periods (if any), and shall provide professional environmental analytical laboratory services, including all labor, qualified personnel, management, coordination, equipment, materials, services, and incidentals to fulfill all requirements and deliver all services required under the Contract in accordance with applicable method protocols and published standards for analytical methods, laboratory QAPP, and all rules, regulations, and laws related thereto. Contract Documents include:

- a. This Master Service Agreement Contract No. 455-18-####;
- b. Exhibit A, RRC’s Request for Proposal 455-18-8667 (“RFP”) including all associated attachments, appendices, and addenda; and
- c. Exhibit B, Contractor’s Proposal.

1.02. INCORPORATED BY REFERENCE. All elements listed in 1.01. (b) through (c) are attached and hereby incorporated by reference and become part of the contract as if fully set forth.

1.03. ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents this Master Service Agreement Contract No. 455-18-#### 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. The fully executed Master Service Agreement Contract No. 455-18-####, including expressly identified, negotiated terms and conditions; then
- b. Exhibit A, RRC’s Request for Proposal 455-18-8667 (“RFP”) including all associated attachments, appendices, and addenda, as amended through Article 1.01., subparagraph b., herein; and, then
- c. Exhibit B, Contractor’s Proposal.

1.04. CONTRACT MONITOR.

- a. RRC shall designate a “Contract Monitor” for this Contract who will serve as the point of contact between RRC and the Contractor. The instructions of the RRC Contract Monitor (or “designated representative”) are to be strictly and promptly followed by Contractor at all times. RRC’s Contract Monitor will decide all questions that may arise as to the quality and acceptability of work performed and as to the manner of performance and rate of progress of the work. RRC’s Contract Monitor will determine the amount of work performed which are to be paid under the Contract. Failure of the RRC Contract Monitor during the progress of the Contract to discover or reject unacceptable work or work not performed in accordance with the Contract or to exercise any remedies shall not be deemed an acceptance or a waiver of RRC’s right to full performance of the Contract. RRC’s Contract Monitor does not have any express or implied authority to vary or amend the terms of the Contract or to waive strict performance of the terms or conditions of the Contract.
- b. Contractor agrees to conduct all its services under this Contract by and through appropriate communications with the RRC Contract Monitor. No services shall be undertaken by Contractor except with the prior written direction of the RRC Contract Monitor. Contractor understands and agrees that services performed without the prior written direction of the RRC Contract Monitor is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.

II. TERM

2.01. CONTRACT AWARD.

- a. This Contract shall be effective as of the date executed by the Parties and shall continue through MONTH DAY, YEAR unless extended by the Parties through formal executed Amendment to the Contract or terminated earlier, as provided in Section 2.02 set forth below. RRC reserves the right to renew the contract for two (2) additional two (2) year terms.
- b. Notwithstanding the termination or expiration of this contract, the provisions (if applicable) regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, limitation of liability, tool development, limitation of distribution and warranties, will survive the termination or expiration dates of this Contract.

2.02. TERMINATION.

- a. **Termination for Cause.** RRC may terminate this Contract immediately for cause by providing written notice to Contractor of such termination if Contractor 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, Contractor 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 Contractor's non-performance. Notwithstanding the foregoing, Contractor shall not be liable for damages that Contractor could not reasonably foresee on entry into this Contract. In the event of termination for cause, Contractor 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 (the "Notice of Termination") to Contractor 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, Contractor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 4.2.22.
- c. **Implementation of Termination.** Contractor 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's Contract Monitor or his/her designated representative to preserve the work in progress. In the event of termination by RRC, RRC shall pay Contractor for all work satisfactorily performed up to the effective date of termination.

2.03. NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, RRC and the State of Texas shall not be liable to Contractor 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

3.01. CONTRACT LIMIT AND FEES AND EXPENSES. The total amount of fees to be paid under this Contract during the initial term must not exceed CONTRACT VALUE IN WORDS (\$NUMERICAL VALUE).

3.02. PAYMENTS TO CONTRACTOR.

- a. Payments to Contractor, if any, will be made at the completion of a project under a Chain-of-Custody (COC) and within thirty (30) days from receipt of a correct invoice or billing statement in accordance with the Texas Government Code, Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Contractor will be paid for completion of work accepted and approved by RRC's Contract Monitor or his/her designated representative.

- b. Contractor shall invoice RRC for work performed. Contractor shall submit invoices as specified in the following Exhibit A, RRC's Request for Proposal No. 455-18-8667, Section 4.2.20. Invoices shall be submitted to and all payment inquiries directed to:

Abilene

Railroad Commission of Texas
Attn: Crystal Denson/David Hudson
Site Remediation Section
3444 N. First Street, Ste 66
Abilene, TX 79603

Pampa

Railroad Commission of Texas
Attn: Johnny Lomas
Site Remediation Section
201 W. Foster
Pampa, TX 79065

Corpus Christi

Railroad Commission of Texas
Attn: Casey Mibb/Larry Schnexnyder
Site Remediation Section
10320 IH 37
Corpus Christi, Texas 78410

San Angelo

Railroad Commission of Texas
Attn: Kevin Turner
Site Remediation Section
622 S. Oakes St. Ste. J
San Angelo, TX 76903

Kilgore

Railroad Commission of Texas
Attn: Jeff Lauman
Site Remediation Section
2005 North State Highway 42
Kilgore, Texas 75662

San Antonio

Railroad Commission of Texas
Attn: William B. Miertschin/Neal
Rosales
Site Remediation Section
112 E. Pecan Street, Suite 705
San Antonio, TX 78205

Midland

Railroad Commission of Texas
Attn: Carl Vessels/Bo Viscaino
10 Desta Dr. Suite 500 E
Site Remediation Section
Midland, Texas 79705

Wichita Falls

Railroad Commission of Texas
Attn: Ray Horton/Jeffery Jacobs
Site Remediation Section
901 Indiana Ave., Ste 600
Wichita Falls, TX 76301-6798

IV. STATE FUNDING.

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

V. CONTRACTOR PERSONNEL.

5.01. REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Contractor shall have available, under direct employment and supervision, the required qualified personnel to properly fulfill all the terms and conditions of the Contract.

VI. NOTICES.

6.01. NOTICES.

a. Any 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 Contractor 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:	Bill Dodson
Phone:	512-463-5881
Fax:	512-936-6402
Email:	Bill.Dodson@rrc.texas.gov

For Contractor:

Attention:	_____
Phone:	_____
Fax:	_____
Email:	_____

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

VII. MISCELLANEOUS PROVISIONS.

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

7.02. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

7.04. SOVEREIGN IMMUNITY. The Parties agree and acknowledge that nothing contained in Contractor's proposal response or this contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the State of Texas. RRC and the State of Texas retain all legal defenses and immunities available to each. RRC does not waive any privileges, rights, defenses, remedies, or immunities, available to RRC as an agency of the State of Texas or otherwise available to RRC.

7.05. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL. In accordance with Texas Government Code §2270.002, Contractor hereby represents and warrants that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by Texas Government Code §808.001(1).

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

7.07. ENTIRE CONTRACT & MODIFICATION. Master Service Agreement Contract No. 455-18-#### 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. 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

CONTRACTOR NAME

By: _____
Wei Wang,
Executive Director

By: _____
Printed Name
Title:

Date of Execution: _____

Date of Execution: _____

RRC use only.

Div. Director: _____

CM Director: _____

OGC: _____