DAVID PORTER, CHAIRMAN
CHRISTI CRADDICK, COMMISSIONER
RYAN SITTON, COMMISSIONER

LORI WROTENBERY
DIRECTOR, OIL AND GAS DIVISION
PETER G. POPE, P. G.
ASSISTANT DIRECTOR, SITE REMEDIATION

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

July 16, 2015

Re: IFB - Requisition No. 455-16-0004

Attn: ALL BIDDERS

The Railroad Commission of Texas (hereafter Commission) is soliciting unit prices for cleanup services. Please review closely the Minimum Bid Submission requirements on pages 3 and 4 of Attachment A, Bid Instructions. Bids must meet the necessary requirements.

- Bid Opening will be held at 1701 N. Congress Avenue, Austin, Texas, in the William B. Travis Bldg. Bids must be received prior to **the date and time specified on Page 1 of the BSS.** Bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below the return address on sealed bid envelope.

- Location of the Mandatory Pre-Bid Conference is found on page 1 of the Bid Submission Sheet under Location. See Attachment A for requirements for attending the Pre-Bid Conference. **The date and time are specified on Page 1 of the BSS.**

- All questions regarding this IFB shall be directed, in writing, to the Commission representatives listed below. Inquiries must reference the requisition number and the bid opening date and must be received by **the date and time specified on Page 1 of the BSS.** Questions and answers will be posted on the Commission's website at "http://www.rrc.state.tx.us/environmental/plugging/bids.php ".

All bidders are strongly encouraged to contact Tom Morgan at (512) 463-7680 for information and clarification regarding HUB Subcontracting Plan (HSP) requirements. BIDS THAT DO NOT INCLUDE A PROPERLY COMPLETED HUB SUBCONTRACTING PLAN WILL BE REJECTED. Note: All bidders including HUB bidders must submit a complete HSP.

General Questions:
Madelyn Flannagan
Site Remediation Section
Phone: (512) 463-6219
Fax (for questions only): (512) 463-7328
E-mail: madelyn.flannagan@rrc.texas.gov

HUB/Non-HUB Subcontracting Questions:
Tom Morgan, HUB Coordinator
Phone: (512) 463-7680
E-mail: Tom.Morgan@rrc.state.tx.us
Fax (for questions only): (512) 463-5548

Sincerely,

FOR Peter G. Pope, P.G., Assistant Director
Site Remediation Section

RAILROAD COMMISSION OF TEXAS
INVITATION FOR BIDS
Bid Submission Sheets

AGENCY TO INVOICE	**REQUISITION NO.: 455-16-0004**
Railroad Commission of Texas Attention: Carl Vessels/Bo Vizcaino Site Remediation Section 10 Desta Drive, Suite 500E Midland, Texas 79705-4515	**◆ FAILURE TO SIGN WILL DISQUALIFY BID ◆** _____ AUTHORIZED SIGNATURE DATE **Mandatory Pre-Bid Conference Date:** **10:00 AM, Thursday, July 23, 2015** **Location: Claydesta Tower East, Basement Conference Room A, 10 Desta Dr., Midland, TX** **Questions Due By: 12:00 p.m., Wednesday, July 29, 2015** **Bid Opening: 2:00 PM, Wednesday, August 5, 2015**
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE	**IF BIDDING, RETURN SEALED BIDS TO:**
Cleanup Code: Operator: Lease: Field: County: **Work will be assigned on a work order basis for sites located in the Midland District. See attached map.**	SEE ATTACHMENT A, UNDER BIDDING REQUIREMENTS **No faxed bids will be accepted.**

PREFERENCES

In case of tie bids, one or more preferences listed below will be used to make an award. Tie bids which cannot be resolved by application of one or more preferences shall be made by drawing lots.

Check below to claim a preference

( ) Supplies, materials or equipment produced in TX/offered by TX bidder*
( ) Agricultural products produced or grown in TX
( ) Agricultural products and services offered by TX bidders*
( ) USA produced supplies, materials or equipment
( ) Products of persons with mental or physical disabilities
( ) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
( ) Energy Efficient Products
( ) Rubberized asphalt paving material
( ) Recycled motor oil and lubricants
( ) Products produced at facilities located on formerly contaminated property
( ) Products and services from economically depressed or blighted areas
( ) Vendors that meet or exceed air quality standards
( ) Goods and services produced or offered by a Texas bidder that is owned by a service-disabled veteran who is a Texas resident
( ) Manufacturer that has recycle program for computer equipment
( ) Contractors providing foods of higher nutritional value
( ) Texas vegetation, including plants native to the region, to be used for landscaping purposes

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas bidder, as defined in Rule 34TAC Sec. 20.32(68).

Bidder's Company Name:

BIDDER TO ENTER BIDDER'S NAME AND ADDRESS HERE

NOTES TO BIDDERS:

1. There are no salvage rights implied, granted, or authorized by this contract. The Commission shall dispose of the equipment and hydrocarbons pursuant to the Texas Natural Resources Code Section 89.085.
2. Bid response shall include the signed and completed IFB-Bid Submission Sheets or bid shall be disqualified. Failure to submit all required documents and complete all minimum requirements as listed under Attachment A, on or before bid opening date and time shall result in disqualification of bid.
3. Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below the return address on sealed bid envelope.
4. Under Section 231.006 (c), Family Code, the bidder must provide, in the spaces below, the name and social security number of each person with at least twenty-five percent (25%) ownership of the business entity submitting the bid. Bidders that have pre- registered this information on the Texas Comptroller of Public Account's (TCPA) Centralized Master Bidders List have satisfied this requirement. If not pre-registered, complete the following:

Name:		SSN:	
Name:		SSN:	
Name:		SSN:	
Name:		SSN:	

5. If section 669.003, Government Code, applies, bidder will complete the following information in order for the bid to be evaluated (see Attachment A, Bidder Affirmations, Section 12):

   Name of Former Executive:_____
   Name of State Agency:_____
   Date of Separation from State Agency:_____
   Position with Bidder:_____
   Date of Employment with Bidder:_____

6.

VENDOR PAYEE ID # _____

THE VENDOR PAYEE ID NUMBER IS ASSIGNED AND USED BY THE COMPTROLLER OF PUBLIC ACCOUNTS OF TEXAS TO PROCESS PAYMENT FOR GOODS/SERVICES. IF THIS NUMBER IS NOT KNOWN, PLEASE VISIT http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf TO SET UP A VENDOR PAYEE IDENTIFICATION NUMBER.

PLEASE ALSO ENTER YOUR FEDERAL EMPLOYERS IDENTIFICATION NUMBER: ☐☐☐☐☐☐☐☐☐☐

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 4, above: ☐

In an effort to minimize identity theft, every company MUST have an Employer Identification Number (EIN), also known as a federal tax identification number prior to award of a contract. For information on obtaining your EIN, you may call 800-829-4933 or visit the following website: http://www.irs.gov/businesses/small/.

7. Bidder contact: The bidder is requested to provide the name and phone number of a point of contact for the submitted bid response; however, the

contact shall not be recognized as or accepted in lieu of the authorized signature requirements of this Invitation For Bids:

Name:	
Phone number:	
Fax number:	
Internet/e-mail address	

8. See Attachment A, page 1 Pre-Bid Conference section for instructions regarding the mandatory Pre-Bid Conference. Provide in the space below, name of bidder's designee who attended the mandatory Pre-Bid Conference.

   Name: _____

Purchase of Site Remediation Cleanup services which meet or exceed all of the minimum requirements contained in:

1) This IFB-Bid Submission Sheets which includes the specific deliverables or information requested of Bidders.
2) Attachment A which includes information and instructions for Bidders.
3) Attachment B which sets forth a typical Work Scope.
4) Attachment C which sets forth the terms and conditions.
5) HUB Subcontracting Plan, HUB Subcontracting Plan Progress Assessment Report, HUB vendor list and Minority or Women Trade Organization or Development Centers List.

TCPA Commodity Class & Item: 926-78

Unit prices for line items may be used, as necessary, to cover work included in the Work Scope. Any unforeseeable items not specifically identified in the work order or in the line items below will be handled as a reimbursable item. If a unit price is stated in the line items below, any items not described in the work order may be paid as per the line item price or as a reimbursable item, at the Commission's discretion. Any corrections, whiteouts, or erasures must be initialed and dated or bid may be rejected. Bids must be typed or completed in ink or bid may be rejected. Failure to bid a unit price or leaving a unit price blank will result in disqualification of bid. A no charge for a unit price is acceptable. Bids will be evaluated on the totals of all equipment and personnel line items. See attachment A for Bid Evaluation and Award Criteria. Unit prices will prevail in case of an extension error.

The supervisor will be the designated contact for the onsite Commission representative and will be responsible for supervising all of the contractors work.

Hourly rates for equipment or personnel are for allowed mob/demob time and for all on-site time, excluding downtime. No payment whatsoever shall be made for downtime, which includes, but is not limited to, contract equipment, whether owned or rented, or personnel time. Hourly rates for vacuum truck and dump trucks are for allowed mob/demob time and for all on-site time as well as trips from the site to the disposal facility, time at the disposal facility, time for washouts if necessary and any return trips from the disposal facility back to the site.

The estimated quantities stated in the line items are not guaranteed, are estimates based on best available information and are for bid evaluation purposes <u>only</u>. The values do not represent anticipated maximum or minimum quantities, contractual requirements, or contractual obligations.

Payments under this contract will be based on the unit prices accepted by the Commission multiplied by the actual quantities resulting from performance of the services.

Bidder's Company Name:

This section is for fully loaded unit prices for the personnel and equipment itemized below. The Administrative Fee will not be allowed on unit prices. Disposal fees and goods and services not included in the line items below will be paid as reimbursable items. The fully loaded price on equipment does not include fuel surcharges; fuel surcharges will be paid according to Note 3 on the next page.

Item No.	Description	Quantity/Unit	Unit Price	Total
Equipment				
1.	Hourly rate for a vacuum truck with operator (minimum 130 bbl capacity).	200 hrs	$_____/hr	$_____
2.	Hourly rate for a dump truck with operator (minimum 12 cu. yd. capacity).	100 hr	$_____/hr	$_____
3.	Daily rate for spray trailer - minimum 3000 psi and 20 hp including mob/demob	20 days	$_____/day	$_____
4.	Hourly rate for backhoe (minimum Case 580 backhoe or equivalent)	200 hrs	$_____/hr	$_____
5.	Hourly rate for haul truck and trailer (w/ driver) – transport for the backhoe.	50 hrs	$_____/hr	$_____
Personnel				
6.	Hourly rate for an equipment operator with appropriate personal protective equipment.	200 hrs	$_____/hr	$_____
7.	Hourly rate for supervisor and tool truck equipped with common oil field tools and appropriate personal protective equipment.	200 hrs	$_____/hr	$_____
8.	Hourly rate per roustabout with appropriate personal protective equipment.	400 hrs	$_____/hr	$_____
Extension Total				**$_____**

NOTE:

1. **MOBILIZATION TIME WILL BE ALLOWED FROM AND DEMOBILIZATION TIME WILL BE ALLOWED TO LIBERTY TEXAS, THE CONTRACTOR'S YARD, OR THE OVERNIGHT LOCATION OF EQUIPMENT AND PERSONNEL, WHICHEVER IS LESS. IN THE CASE OF SUBCONTRACTED EQUIPMENT OR PERSONNEL, MOBILIZATION TIME WILL BE ALLOW FROM AND DEMOBILIZATION TIME WILL BE ALLOW TO LIBERTY TEXAS, THE SUBCONTRACTOR'S YARD, OR THE OVERNIGHT LOCATION OF EQUIPMENT AND PERSONNEL, WHICHEVER IS LESS. ADDITIONALLY, UP TO 15 MINUTES WILL BE ALLOWED FOR USDOT-FMCSA REQUIRED VEHICLE INSPECTIONS ON WASTE HAULING EQUIPMENT IMMEDIATELY PRECEEDING AND/OR FOLLOWING A JOB UNDER THIS CONTRACT. THE MAXIMUM ALLOWED MOBILIZATION AND DEMOBILIZATION TIME WILL BE AGREED TO BY THE COMMISSION REPRESENTATIVE AND DOCUMENTED ON THE WORK ORDER. ACTUAL MOBILIZATION AND DEMOBILIZATION TIME WILL BE PAID BASED ON SUBMITTED USDOT-FMCSA DRIVERS LOGS, NOT TO EXCEED THE AGREED UPON MAXIMUM ALLOWED.**

2. **AN ADMINISTRATIVE FEE OF 10% WILL BE ALLOWED ON THIRD PARTY REIMBURSABLE COSTS. THE ADMINISTRATIVE FEE WILL COVER ALL COSTS ASSOCIATED WITH PROCURING, PROVIDING, HANDLING AND INVOICING OF THIRD PARTY REIMBURSABLE COSTS INCLUDING DISPOSAL COSTS AND OTHER THIRD PARTY INVOICES. THIRD PARTY INVOICES MUST BE SUBMITTED WITH THE CONTRACTOR'S INVOICE IN ORDER FOR THE ADMINISTRATIVE FEE TO BE PAID. THE ADMINISTRATIVE FEE WILL NOT BE APPLIED TO LINE ITEM PRICES OR TO REIMBURSABLE COSTS BASED ON CONTRACTOR RATE SHEET PRICES. SEE ATTACHMENT C, SECTION 10 – ADMINISTRATIVE FEE AND SECTION 13.8 – REIMBURSABLES, FOR ADDITIONAL DETAILS.**

Bidder's Company Name:

3. **FUEL SURCHARGES WILL BE ALLOWED AND PAID ON DIESEL BURNING EQUIPMENT LISTED ON THE LINE ITEMS FOR THIS BID, SUCH AS VACUUM TRUCK, BACKHOE, AND OTHER HEAVY EQUIPMENT ACCORDING TO THE TABLE BELOW. FUEL SURCHARGE WILL NOT BE ALLOWED ON THE TOOL TRUCK OR SPRAY TRAILER. DIESEL PRICE FOR PURPOSES OF DETERMINING THE FUEL SURCHARGE WILL BE THE WEEKLY AVERAGE DIESEL FUEL PRICE FOR THE WEEK IN WHICH THE WORK TOOK PLACE FOR THE U.S. GULF COAST ACCORDING TO THE ENERGY INFORMATION ADMINISTRATION WEBSITE. THE WEB PAGE CAN BE ACCESSED THROUGH** http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r30_w.htm. **FUEL SURCHARGES WILL BE APPLIED TO THE HOURLY RATE FOR THE EQUIPMENT TO WHICH A FUEL SURCHARGE APPLIES.**

Diesel Price - $ per gallon	Fuel Surcharge
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%
Greater than $5.00	20%

Example:
Vacuum truck unit price: $85.00/hr
Average fuel price for the week = $4.25/gal
Fuel surcharge = 10%
Vacuum truck charge: $85.00 + 10% = $93.50/hr

ATTACHMENT A
BID INSTRUCTIONS

OVERVIEW:

The Railroad Commission of Texas (hereinafter Commission) is soliciting UNIT PRICES for cleanup services to meet or exceed the following minimum specifications as specified below at locations to be determined in the Commission's District 8 & 8A, Midlan. The services shall include all personnel, materials, equipment, and services necessary to access, ingress, completely remediate the site in compliance with all the requirements and terms and conditions described in this document, and egress. A typical work scope is set forth in Attachment B. Such services shall be performed ACCORDING TO UNIT PRICES QUOTED.

The contract resulting from this Invitation for Bids (IFB) will be effective upon the date specified in the Notice of Award letter and end on the date specified in the Notice of Award letter or, at the Commission's option, on August 31, 2016. The Commission reserves the option to renew this contract for successive one-year periods for a contract term of up to five years from September 1, 2015. The Commission will award the contract to the Bidder offering the best value for the state while conforming with all advertised specifications as allowed by the Best Value Criteria in Government Code Section 2155.074.

PRE-BID CONFERENCE:

DATE AND TIME FOR MANDATORY PRE-BID CONFERENCE: See Page 1 of the BSS.

The Bidder shall attend the mandatory pre-bid conference coordinated and conducted by the Commission representative. The pre-bid conference will be held at the location specified on Page 1 of the Bid Submission Sheet (BSS).

The Bidder or Bidder's representative shall sign the pre-bid conference sign-in sheet that will be available at the conference before submitting a bid. **The Commission will not consider a bid from any entity not signed in or in line to sign in by the date and time specified on page 1 of the BSS. The Bidder or Bidder's representative may represent only one interested entity and must indicate that entity on the sign-in sheet. The Bidder's company name must match the entity name entered on the pre-bid conference sheet, otherwise the bid will not be considered.**

If additional information is needed regarding attendance at the pre-bid conference, Bidders are requested to contact the Commission's Midland District Office, Bo Vizcaino/Carl Vessels at 432-723-2153.

AGENCY CONTACT:

For clarification of the information or specifications of this IFB, all questions shall be directed, in writing, to the Commission's authorized representative listed below. Inquiries must reference the requisition number and the bid opening date and must be received by the date and time specified on page 1 of the BSS. Questions and answers, if any, will be posted and updated daily on the Commission's website at http://www.rrc.state.tx.us/oil-gas/environmental-cleanup-programs/site-remediation/state-managed-cleanup-program/site-remediation-bids-awards-and-rfqs/site-remediation-bid/. Informal verbal responses may be provided for questions involving general information. Formal responses in the form of addenda will only be provided for questions resulting in substantial clarification or change. All addenda will be made a part of this IFB and any resulting contract. No other explanation or interpretation will be considered official or binding. The questions and answers posted on the web site and informal verbal responses are not part of the contract.

General Questions:
Madelyn Flannagan
Phone: (512) 463-6219
Fax (for questions only): (512) 463-7328
E-mail: madelyn.flannagan@rrc.texas.gov

BIDDING REQUIREMENTS:

Bidder must comply with all rules, regulations, and statutes relating to purchasing in the state of Texas in addition to the requirements of this form. Upon receipt by the Commission, bids become the property of the state of Texas.

Bidders must bid a price per unit shown. Unit prices shall govern in the event of extension errors.

The BSS must be complete and convey all the information requested in order to be considered responsive.

Bid prices are requested to be firm for the Commission's acceptance for 120 days from bid opening date. 'Discount from list' bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. Bid prices are deemed to be adequate to cover all of Bidder's costs, including overhead and profit. Bids cannot be altered or amended after bid opening time. Alterations made before bid opening time must be initialed and dated by Bidder.

No bid can be withdrawn after opening time without approval of the Commission based on an acceptable written reason. The bid may be withdrawn by written notice received at the office designated below during business hours. The bid may be withdrawn in person by a vendor or authorized representative at the address below provided the identity of the person withdrawing the offer is established and a receipt for the offer is signed.

All costs directly or indirectly related to preparation of a response to this IFB or any presentation required to supplement or clarify a bid response which may be required by the Commission shall be the sole responsibility of and shall be borne by the Bidder, without the Bidder thereby obtaining any interest in any contract awarded in response to this IFB.

The Commission during the bid evaluation process or prior to bid award shall not release information submitted relative to this IFB. However, upon bid award, all information submitted to the Commission becomes public record and subject to disclosure under the Texas Open Records Act, unless an exception under such act is applicable. If a Bidder does not desire proprietary information in the bid response to be disclosed, the Bidder is required to clearly identify all proprietary information in the bid response, which identification shall be submitted concurrently with the bid. If the Bidder fails to identify clearly proprietary information, the Bidder agrees by submission of the bid that those sections shall be deemed non-proprietary and made available upon public request after the contract is awarded.

The Commission will not be bound by any statement or representation contrary to the written specifications of this IFB or any addenda thereto. All addenda will be made a part of this IFB and any resulting contract.

Any exceptions or modifications to the specifications or the unit line items must be in writing **and Bidder must specifically refer to them on the first page of the BSS.** Exceptions, modifications, or terms and conditions which are not referred to on the first page of the BSS **will not be considered. WARNING:** Such exceptions or modifications may result in disqualification of the bid.

A response to this IFB is an offer to contract with the state based upon the specifications, terms and conditions, and bidding requirements contained in the IFB. Bids do not become contracts unless and until they are accepted by the Commission (or authorized representative) through the Commission's written award letter. The contract shall be governed, construed, and interpreted under the laws of the state of Texas.

A copy of the contract terms and conditions which will result from this solicitation has been included as Attachment C. The wording of this contract is not negotiable. By signing and submitting a bid, Bidder certifies agreement to all terms and conditions.

Sealed Bids may be **mailed** to: Railroad Commission of Texas Attn: David Cornett, Room 11-160R Site Remediation Section P. O. Box 12967 Austin, Texas 78711-2967	Sealed Bids may be **delivered** to: Railroad Commission of Texas Attn: David Cornett Site Remediation Section William B. Travis Bldg., Room 11-160R 1701 N. Congress Avenue Austin, Texas 78701

Bid opening will be held at 1701 N. Congress Avenue, Austin, Texas, in the William Travis Bldg.
Sealed bids must be received prior to the date and time specified on Page 1 of the BSS.

BIDDER AFFIRMATIONS:

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the Bidder shall be removed from all bid lists. By signature hereon affixed, the Bidder hereby certifies that:

1. The Bidder 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 submitted bid.
2. Neither the Bidder nor the firm, corporation, partnership, or institution represented by the Bidder or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, or the federal antitrust laws, nor directly or indirectly communicated the bid made to any competitor or any other person engaged in such line of business.
3. The Bidder has not received compensation for participation in the preparation of the specifications for this IFB.
4. Under Section 231.006 (d), Family Code (relating to child support), the Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment may be withheld if this certification is inaccurate.
5. See Note 4 of the BSS for additional information requested under the Family Code.
6. If Bidder does not reside in this state or is a foreign corporation, Bidder certifies that:
   a) it holds a permit issued by the Texas Comptroller of Public Accounts (CPA) 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 this state; or
   b) it does not sell tangible personal property or services that are subject to state and local sales and use taxes.
7. Under Section 2155.004, Government Code, the Bidder certifies that the individual or business entity named in this bid 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.
8. The Bidder agrees to be bound by the indemnity obligations stated in Attachment C, Terms and Conditions, Section 4.
9. Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the state of Texas.
10. Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If section 669.003 applies, bidder will complete Note 5 of the BSS.
11. Bidder agrees to comply with Government Code Section 2155.4441, pertaining to service contract use of products produced in the state of Texas.
12. Bidder certifies that the bidding entity 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 and that bidder is in compliance with the state of Texas statutes and rules relating to procurement and that bidder 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.epls.gov.
13. Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: 1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or 2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

MINIMUM BID SUBMISSION REQUIREMENTS:

1. Bids must be submitted on the BSS provided.
2. Bids must be time stamped at the Commission office designated in Attachment A, on or before the hour and date specified for the bid opening. **Late, illegible, or faxed bids will not be considered.**
3. All spaces of the BSS must be fully completed and the first page of the BSS signed. Person signing bid must have the authority to bind the firm in a contract. **Unsigned bids will not be considered under any circumstances.**

4. **The Commission has determined that sub-contracting opportunities are probable under this contract.** A HUB Subcontracting Plan (HSP) must be filled out and submitted in accordance with the requirements and procedures outlined in the attached HSP. Bidder is to complete all applicable forms. **Failure to submit an HSP shall result in disqualification of bid. Please review the HSP and call Tom Morgan at (512) 463-7680 with any questions.**
5. Attendance at the pre-bid conference by Bidder or Bidder's representative is mandatory.

Failure to submit a bid in accordance with all items listed above shall result in disqualification of bid.

BID EVALUATION AND AWARD:

Bids shall be evaluated based upon the extension totals of the line items, Bidder's past performance on state contracts, compliance with advertised specifications, terms and conditions and bidding requirements. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2156.007, and 2157.003 shall also be considered in making an award. While the Commission intends to award this project to one Bidder who is the best value Bidder meeting or exceeding all advertised specifications and terms and conditions, the Commission reserves the right to make an award of all items, make separate awards of individual line items, make no award at all, or make an award of any combination that will serve the best interest of the state at the sole discretion of the Commission. The Commission reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid to best serve the interests of the state.

The Commission reserves the right, in the Commission's sole discretion, to award additional contracts for site remediation cleanup services within the Commission's Midland District (also known as the Commission's Oil and Gas Districts 8 & 8A). An award of a contract pursuant to this IFB is not an exclusive contract for site remediation cleanup services in the Midland District or within the state of Texas.

The estimated quantities stated in the BSS are not guaranteed and are solely for bid evaluation purposes. Payments under this contract will be based on the unit prices accepted by the Commission multiplied by the actual quantities resulting from performance of the services.

All bids which meet the minimum requirements listed above will be scored based on bid prices and Bidder's performance.

A. Bid Prices

Bid prices shall be evaluated based on the extension totals. A bid scoring sheet will be used to record each Bidder's extension total and convert those prices to points. The lowest extension total will receive the maximum of 70 points. Thereafter, all other Bidders' extension totals will be based on a ratio from that lowest extension total. All calculations shall be rounded to the third place after the decimal point.

Example: The lowest extension totals is $5,000 and would receive the maximum points for Extension Totals of 70 for that Bidder on the bid scoring sheet. That lowest total of $5,000 would be divided by the next lowest Extension Totals of $5,700, resulting in a factor of 0.877. The 70 maximum points for extension totals would then be multiplied by that factor: 70 x 0.877 = 61.390. The extension totals points for the next lowest bidder would be 61.390 and would be recorded as that Bidder's extension total points on the bid scoring sheet.

B. Bidders' Performance

Bidders' performance on past contracts state-wide will be evaluated on a points basis. Thirty points will be the maximum points available. Bidders' performance points will be based on unsatisfactory performance reports in the non-scored reports section of vendor performance for each bidder as shown on the Centralized Master Bidders List (CMBL) maintained by the CPA. Ten points will be deducted from the 30 points available for each unsatisfactory performance report up to a maximum of three unsatisfactory performance reports. More than three unsatisfactory performance reports will result in the bidder being disqualified from being awarded the contract. The resulting performance points will be entered on the bid scoring sheet.

C. Final Total Points

On the bid scoring sheet, the sum of extension total points and performance points is entered into the total points' column for each Bidder. The Bidder who receives the **highest total points** will be considered the **BEST VALUE BIDDER TO THE STATE.**

Tie Bids
Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

Notice of Intent to Award
Upon selection of a Bidder who offers the best value for the state, the Commission will send a Notice of Intent to Award letter. Within five calendar days after the date of such letter, the apparent winning Bidder shall submit to the Commission the following:

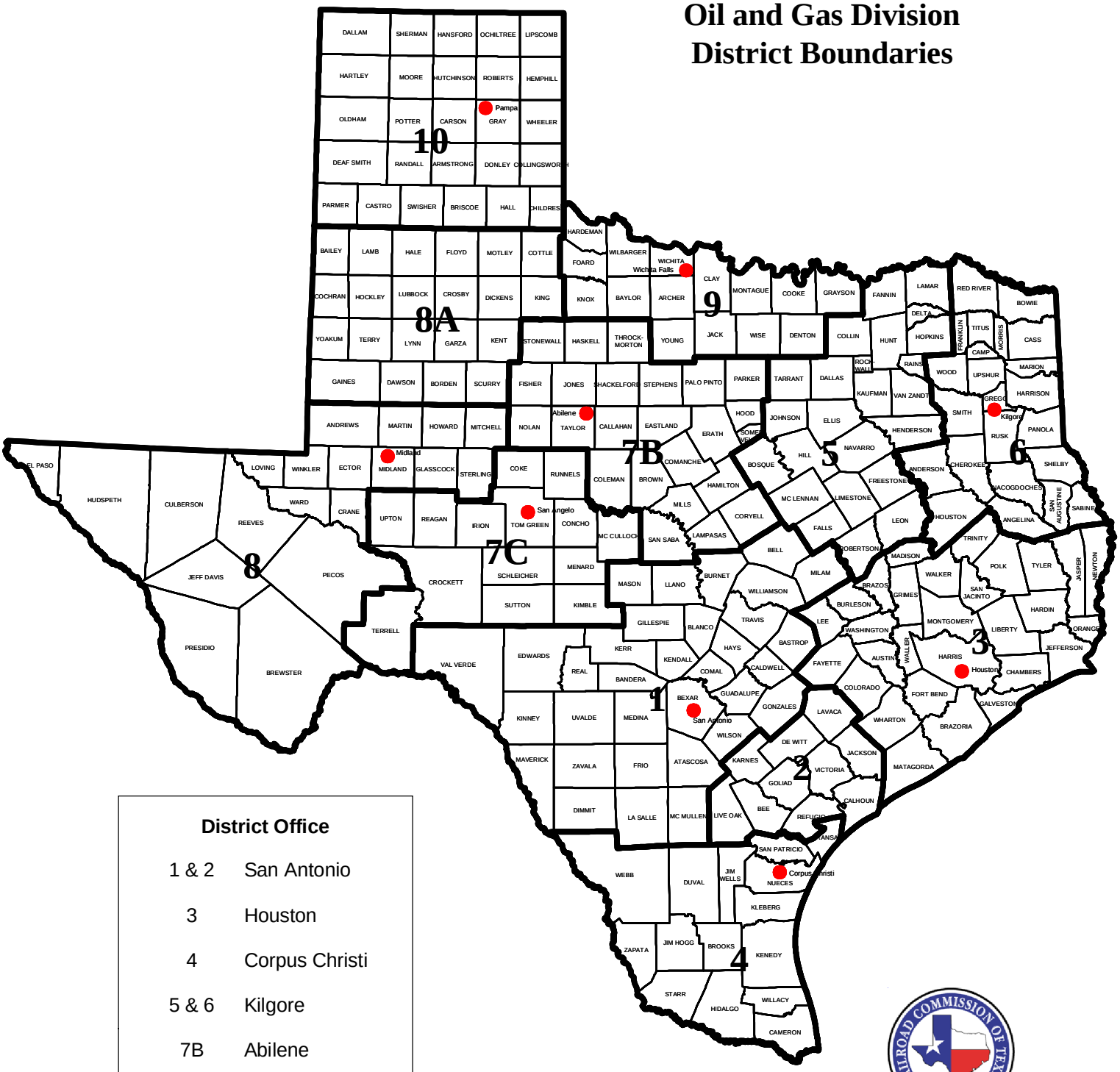
1. A certificate of insurance evidencing the coverage required in Section 3, Insurance, of Attachment C, Terms and Conditions.

Notice of Award
Upon review and approval or acceptance of the above-referenced information, the Commission shall issue a Notice of Award. In the event that the apparent winning Bidder fails to submit any of the required documentation within the time limits set forth above, the Commission may, at its option, consider the Bidder in default, and follow the above-referenced procedures for the next best valued bidder.

PROTEST PROCEDURES:

The Commission's full protest procedures may be found at 16 Texas Administrative Code Section 20.1. However, all Bidders should be aware that a protest must be filed within ten calendar days after the protestant knows or should have known of the occurrence of the action which is protested. Late filed protests shall not be considered.

Oil and Gas Division District Boundaries



District Office

1 & 2	San Antonio
3	Houston
4	Corpus Christi
5 & 6	Kilgore
7B	Abilene
7C	San Angelo
8 & 8A	Midland
9	Wichita Falls
10	Pampa

RAILROAD COMMISSION of TEXAS
Oil and Gas Division

ATTACHMENT B
SITE INFORMATION AND WORK SCOPE

I. SPECIFIC SITE INFORMATION

A. Location

Directions to each tank battery (Site) will be provided on a work order form (see attached).

B. Known Site Data

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 form.

Information regarding each Site will be provided on the work order form.

II. SERVICES TO BE PERFORMED

The Railroad Commission of Texas (Commission) will create a work order for services to be performed by the Contractor which shall include a description of the services and the proposed costs associated with such services. The Commission will forward the work order to the Contractor for the Contractor's signature. After signing, the Contractor will return the work order to the Commission. Work will commence at a time and date agreed upon by the Commission and the Contractor. Approved work orders shall become part of this Contract. Any services performed by the Contractor prior to or without receiving written authorization shall be borne by Contractor.

All work will be performed and paid as per the unit prices provided in the bid.

The Contractor shall prepare a daily work report to the Commission representative at the end of each day and submit the report at the start of the subsequent workday. The daily work report shall be in a format required by the Commission representative and contain at a minimum the information as referenced in Attachment C, Section 2.2.7.

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

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

The 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.

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

The 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.

The Contractor shall provide all labor, equipment and materials necessary to perform the following services: All work will be as directed by the Commission representative.

A. Segregation of Waste

- Confirm waste types are segregated in a manner agreeable to the Commission representative.

B. Site Access and Site Control

- Repair and maintain the lease road and areas affected by cleanup operations.

- Remove and neatly stockpile onsite all miscellaneous debris and vegetation as specified by the Commission representative.
- Contractor will hold a tailgate safety meeting each day before starting work.
- Contractor will not enter the site without the Commission representative being present.

C. Associated Piping

- Dismantle and stockpile all associated piping and connections buried less than 3 feet in depth.
- Stockpile scrap metal, and municipal waste onsite.
- Open-ended piping must be capped.

D. Remediation of Tank Battery

- Remove all waste and clean the aboveground vessels.
- Transport and dispose of waste at facilities permitted to receive such waste.
- Render vessels useless. Rinse water will be subject to approval of the Commission representative and will be disposed as BS&W.
- Demolish and dispose of tanks if required by the work order.

E. Delineation and Remediation of Basic Sediment/Crude Oil Impacted Soil (as directed the Commission Representative)

- Delineate any basic sediment/crude oil impacted soil area.
- Collect soil samples.
- 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.

F. Waste Manifests

- The Contractor and Commission 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 in accordance with all applicable rules and regulations.
- The Contractor shall provide the Commission representative all applicable documentation of transportation and disposal of all waste from the site with the invoice.

G. Equipment Decontamination

- Decontaminate all site control structures, remediation equipment, machinery, and storage containers or vessels brought onsite prior to demobilizing from the site.

H. Definitions

Oil and Gas Waste – Material 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.

Produced/Rain 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.

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.

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 rolloff box container.

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, must be transported in a dump truck or rolloff box container.

Oil and Gas NORM Waste – Oil and Gas waste that constitutes, contains, or is contaminated with NORM with concentrations of radium-226 greater than 30 pCi/g or radium-228 greater than 30 pCi/g or any other radionuclide greater than 150 pCi/g.

ATTACHMENT C
TERMS AND CONDITIONS
FOR SITE REMEDIATION

1. COMMISSION RESPONSIBILITIES

1.1. The Railroad Commission of Texas (the Commission) will provide a representative on location to monitor the cleanup operations and to ensure compliance with all specifications and requirements in the contract documents.

1.2. The Commission representative shall represent the Commission on site and will monitor the quality and quantities of the work.

1.3. The Commission representative shall not be responsible for supervision of the Contractor's work or Contractor's personnel, but will observe to determine if the work performed meets the requirements of the contract.

1.4. The Commission representative shall have the authority to stop the work if the Commission representative deems work to be noncompliant with the terms of the contract. The Contractor shall not be entitled to and waives any claim for damages caused by such a stop work order.

2. CONTRACTOR RESPONSIBILITIES

2.1. Contractor shall provide all labor, equipment, goods, materials, and services necessary to access the location and to complete the specified work scope 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.

2.2. **Work Schedule**

2.2.1. Contractor shall provide a minimum of 72 hours notice to the Commission representative prior to commencing work at the site, unless such notice is waived by the Commission representative.

2.2.2. 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.

2.2.3. Should the Contractor be unable to move in by the designated deadline, the Commission representative reserves the right to notify the Contractor in writing that the contract has been terminated and will be awarded to the subsequent bidder offering the best value to the state.

2.2.4. Contractor may make a written request for an extension to the move-in date to the Commission representative. Any extension granted will be made in writing for reasons deemed appropriate by the Commission representative.

2.2.5. Contractor shall conduct work diligently during daylight hours, weather permitting, on a daily basis Monday through Friday (excluding weekends) until job completion, unless Commission representative authorizes a different work schedule. Saturday and Sunday may also be considered as working days at the discretion of the Commission representative.

2.2.6. Contractor shall perform no work without the authority of the Commission representative on location. Any work performed by the Contractor without authorization from the Commission representative or without an authorized Commission representative on location will be done at the Contractor's own risk.

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

1) A brief description of the cleanup tasks performed for the day
2) The cost associated with these cleanup activities and a total daily cost
3) The cumulative cost to date for the job
4) The name of any subcontractors used that day
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
6) The WHP name and number of any waste hauler used that day
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 a daily report may result in termination of the contract.

2.2.8. Contractor shall complete remediation operations by the deadline stated in the contract documents. Failure to complete remediation operations by such deadline may result in contract termination.

2.3. **Site Safety**

2.3.1. The 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.

2.3.2. 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 Commission representative or law is to remain and be maintained at the site, readily accessible for review by all workers and subcontractors or review by the Commission representative.

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

2.3.4. When necessary, 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.

2.3.5. 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 Commission 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 the Commission. Contractor shall give prompt notification to the Commission representative when such emergency occurs.

2.3.6. 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.

2.3.7. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.

2.4. Oil and Gas Waste Transportation and Disposal

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

2.4.2. 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 Commission-issued "Waste Haulers Permits." All such vehicles are subject to Commission inspection.

2.4.3. 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.

2.4.4. Contractor shall dispose of all oil and gas waste removed from site only at a facility permitted to receive such wastes.

2.4.5. Contractor shall dispose of all rinse water and rinse water waste removed from site only at a facility permitted to receive such wastes.

2.4.6. Contractor shall fill out 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 the Commission is not the legal generator of any waste removed from the site during or as a result of the performance of the work.

2.4.7. 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 the Commission, as required by a state contract.

2.5. **Independent Contractor:** Bidder or bidder's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this Invitation for Bid (IFB). Bidder and bidder's employees, representatives, agents and any subcontractors shall not be employees of the Commission. Should bidder subcontract any of the services required in this IFB, bidder expressly understands and acknowledges that in entering into such subcontract(s), Commission is in no manner liable to any subcontractor(s) of bidder. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this IFB.

2.6. **Subcontractors:** Any subcontractors employed by the Contractor in connection with the performance of the requirements of this contract shall be limited to the following:

2.6.1. Such individuals or firms as were specifically identified through Historically Underutilized Business (HUB) participation efforts of Contractor and agreed to by the Commission representative prior to the execution of this

contract, and

2.6.2. Such individuals or firms as are specifically identified through HUB participation efforts of Contractor and approved by the Commission representative during the performance period of this contract.

2.6.3. The Contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the Commission for such acts or omissions.

2.6.4. The Contractor shall bind each subcontractor to the applicable terms and conditions of this contract for the benefit of the Commission.

2.7. **HUB Subcontracting Plan:** If the Subcontracting Plan submitted as part of Contractor's bid is accepted as to its good faith efforts, the Subcontracting Plan shall be incorporated herein as part of this contract. Any modifications to such Subcontracting Plan shall be made in accordance with 34 TAC §20.14(d)7. Failure to comply with the Subcontracting Plan and the provisions of 34 TAC §20.14(d)7 shall be deemed to be a breach of contract and subject to any remedial actions provided by Texas Government Code, Chapter 2161. The Commission may report nonperformance relative to its contracts to Texas Comptroller of Public Accounts (CPA) in accordance with 34 TAC Chapter 20, Subchapter C (relating to the Vendor Performance and Debarment Program).

2.8. **Americans with Disabilities Act:** Contractor shall provide reasonable accessibility for persons with disabilities in compliance with the Americans with Disabilities Act, where applicable.

3. <u>INSURANCE</u>

3.1. Contractor shall purchase and maintain such liability and other insurance, at its expense, as is appropriate for the work being performed and furnished and to protect Contractor's other obligations under this contract. Contractor's insurance must be such as will provide protection for the Commission from claims which may arise out of or result from Contractor's performance and furnishing of services, whether such services are provided by Contractor, any subcontractor or supplier or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Contractor must furnish a current Certificate of Insurance, which meets the following minimum requirements:

Commercial General Liability - $1,000,000.00
Business/Commercial-Auto/Truck Liability - $1,000,000.00
Workers' Compensation - Statutory Minimum as Required by State Law; substitute policies are not allowed.

3.2. The Commission shall be named as an additional insured on each insurance policy, except for Workers' Compensation.

3.3. Each policy shall contain a waiver of subrogation in favor of the Commission and covering all claims the insurer or Contractor may have against the Commission or the Commission's officers or employees, arising directly or indirectly from the services or other obligations of any party under this contract.

3.4. All policies shall include contractual liability insurance covering Contractor's indemnity obligations contained herein.

3.5. Each policy shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days written notice to the Commission. All insurance policies are to be from a company duly authorized by the Texas State Board of Insurance to transact that type of insurance in the state of Texas, with a minimum rating of "B+" in the most recent A.M. Best Company rating of the insurer.

3.6. Contractor shall maintain the required insurance coverage during the duration of the contract. Failure to maintain insurance coverage shall result in termination of the contract.

4. <u>LIABILITY AND INDEMNITY</u>

4.1. The Contractor shall be and remain liable in accordance with applicable law for any and all bodily injury, disease, or death of third persons or loss of or damage to property of third persons arising out of or incident to the Contractor's work performance.

4.2. The Contractor shall defend, indemnify and hold harmless the Commission, the state of Texas, its officials, employees, and agents, from and against all penalties, claims, damages, demands and causes of action of every kind and character, that arise out of or result from:

4.2.1. the negligent, reckless, or intentional act or omission of the Contractor, its agents, employees, subcontractors or suppliers;

4.2.2. the Contractor's failure to comply with a covenant, warranty, or representation;

4.2.3. the Contractor's failure to comply with any applicable federal, state or local law, regulation, or ordinance;

4.2.4. any claim that the Commission was negligent in hiring the Contractor; or

4.2.5. personal injury or bodily injury (including death) to the Contractor's employees or his subcontractors suffered as a result of the Contractor's performance under this contract.

4.3. This indemnity obligation shall apply regardless of whether such claim, damage, loss or demand is caused in part by a party indemnified by the foregoing provision, including the negligent act or omission of the Commission, its officials

or employees.

5. WARRANTY

5.1. Contractor warrants and guarantees to the Commission that all services performed will be in accordance with the contract and will not be defective, except for defects or damage caused by:

5.1.1. abuse, modification or improper maintenance or operation by persons other than Contractor or Contractor's subcontractors after the work is complete and ready for final payment; or

5.1.2. normal wear and tear under normal usage.

5.2. Nothing in this contract shall act as a waiver of any other applicable warranty, expressed or implied, by the Contractor benefiting the Commission.

6. PERFORMANCE PERIOD

6.1. The contract performance period shall commence upon Notice of Award unless otherwise specifically provided and end upon satisfactory completion and acceptance of all services ordered. Time is of the essence for this contract. If Contractor foresees a delay in meeting the deadline for performance, Contractor shall give written notice to the Commission representative which explains the reason(s) for the delay and which provides a revised deadline date. The Commission representative may approve the revised deadline date if Contractor's reason(s) appear valid.

6.2. The Commission may exercise its option to renew the performance period of this contract by extending the expiration date in accordance with Attachment A. The Commission will address each optional performance period renewal separately. The Commission will exercise its option to renew the performance period by providing the Contractor with a written notice of intent to renew the performance period of this contract. This notice shall be in the form of a letter in which the Commission will state the revised performance period for the contract.

6.3. Optional performance period renewals will be issued for the same services, including any amendments, as required in the previous performance period. Unit prices for services provided during any optional performance period shall not exceed those bids by the Contractor in Contractor's original bid response.

6.4. Optional performance period renewals are subject to the same terms and conditions, as may have been amended, as the original contract.

7. ESTIMATED QUANTITIES

All quantities identified in the IFB-Bid Submission Sheets (BSS) are based upon best available information. All quantities of goods or services shall be purchased on an as needed basis, in as needed quantities, as determined by the Commission representative. Quantity information is provided as a guideline for preparing the bid response and shall be used as the basis for determining the low bidder, and should not be construed as representing actual quantities.

8. WORK ORDERS

The Commission will determine sites to be cleaned up. Upon such determination, the Commission representative will contact the Contractor to discuss the site, the work to be done and the work schedule. Based on that discussion, the Commission representative will issue a work order stating equipment and personnel to be used and other particulars for the cleanup. Upon execution by both parties, the work may commence. A Work Order example is attached.

9. AMENDMENTS AND CHANGE-OF-WORK ORDERS

9.1. The Commission will not be bound by any oral statements, agreements, or representations contrary to the written contract requirements including all terms and conditions. Any changes must be approved in advance and in writing by the Commission representative. The parties may agree to amendments or changes at any time and without notice to any surety, covering:

9.1.1. changes in the work; or

9.1.2. changes to the contract total or time

9.2. The written notice issued by the Commission representative shall describe the increase or decrease of the work, total awarded dollars authorized, and/or a change in time period.

9.3. Upon receipt of a change order, the Contractor shall acknowledge the change by returning a signed copy of change order and accomplish the work as instructed by the Commission's representative.

9.4. The Commission representative reserves the right to contract with a third party to accomplish any such changed work at the site.

9.5. Changes in the work, contract total, or contract time shall be made only by change order signed by the Commission representative prior to the performance of such work. The Contractor shall not be entitled to and waives any claim for compensation for changed work that is not covered by a Commission-approved written change order or the original contract requirements.

10. ADMINISTRATIVE FEE

An administrative fee of 10% of the invoice amount will be applied to third-party invoices including invoices for disposal fees and payment will be made in the amount of the third-party invoice plus the administrative fee. Payment of the

administrative fee will not be made for items covered by the contract line item prices nor for items paid according to the Contractor's rate sheet. Reimbursement for Commission approved travel expenses will not be subject to the administrative fee. Approved travel expenses for meals and lodging will be actual costs not to exceed current travel rates for Texas state employees.

11. INSPECTIONS

Throughout the contract period, Contractor's work shall be subject to inspection and testing by the Commission's authorized representatives. The Commission, through its representative, reserves the right, at all reasonable times, to have access to and inspect all services being provided by the Contractor, including but not limited to, all facilities, equipment, supplies, and pertinent records or written material relating to the contract requirements. Failure of the Contractor to provide reasonable access to the Commission's authorized representatives who desire to perform such inspections or tests or failure of the services to comply with the contract terms shall cause the services in question to be deemed unacceptable. In the event inspected or tested services are deemed unacceptable by the Commission representative, the cost of the sample used and the cost of testing shall be borne by the Contractor. The Commission will not pay for services which do not fully comply with the contract requirements.

12. ACCEPTANCE

12.1. Upon notice from the Contractor that the work has been completed and is ready for final inspection, the Commission representative shall make an inspection. If the Commission representative is satisfied that all work is completed in accordance with the contract, the Commission representative will approve the final invoice for payment. If, however, the inspection discloses work deficiencies, the Commission representative shall give the Contractor written notice of such deficiencies, and Contractor shall, without delay, correct all such deficiencies at Contractor's expense. Upon completion of the remedial work, the Contractor shall notify the Commission representative, and another inspection of the work will take place. Contractor's final invoice shall not be approved for payment until all deficient work has been corrected.

12.2. All services performed by the Contractor shall be accepted by the Commission representative before payment will be approved. Payment of Contractor's final invoice shall act as the Commission's acceptance. Acceptance shall be based upon compliance with all contract requirements and terms and conditions. The Commission will not pay for work which is of poor quality and/or for work which fails to comply with the contract requirements. Should the Commission representative determine the Contractor's work to be of poor quality and/or Contractor fails to perform services which comply with the contract requirements, the Commission representative may require the Contractor to promptly perform the services again, in conformity with the contract requirements, at no additional charge to the Commission.

12.3. Failure of the Contractor to promptly re-perform services, in full conformity with the contract requirements and/or to take the necessary steps to insure future performance of services in conformity with the contract requirements shall give the Commission the right to suspend or terminate the contract, or portion thereof, for reason of default, in accordance with section 14 below Suspension and Termination, and/or to reduce payment in an amount not to exceed fair market value.

13. INVOICING AND PAYMENT

13.1. Contractor shall submit itemized invoices for services performed for the Commission. Invoices may be submitted only for services which are completed, delivered, and accepted by the Commission representative, per all minimum specifications and terms and conditions contained in the contract. When invoicing for reimbursables approved by the Commission representative, Contractor shall supply the original receipts, or such other documentation as the Commission representative may require, showing the cost of the item.

13.2. Sites remediated by the Contractor under this contract on a work order basis will be invoiced separately and submitted to the Commission representative and shall be accompanied by the Contractor's daily work report, and contain adequate information in a form acceptable to the Commission representative including but not limited to: 1) site and operator identification; 2) Commission cleanup code number, 3) lease identification; 4) county in which site is located, 5) Contractor's mailing and e-mail (if applicable) address, 6) Contractor's telephone number, 7) name & phone number of person designated by Contractor to answer questions regarding the invoice, 8) Commission requisition number, 9) Commission's name, agency number and delivery address, 10) A valid Texas Identification Number (TIN) issued by the CPA, or, if contractor has no TIN, the Contractor's federal employer identification number or social security number, 11) a description of the goods or services, in sufficient detail to identify the order relating to the invoice, 12) other relevant information supporting and explaining the payment requested or identifying a successor organization to an original vendor, 13) original, signed delivery receipt for each load of waste as per section 13.3, 14) HUB information, if applicable, as detailed in Section 2.7, and 15) reimbursable documentation, if applicable, per section 13.8 below.

Failure to submit all the applicable items in section 13.2 above may result in the invoice being rejected by the Commission, payment being delayed or denied, and interest may not accrue pursuant to Chapter 2251 of the Government Code.

13.3. Original, signed delivery receipts for each load of waste, including rinse water and rinse water waste, disposed of at facilities permitted to receive such waste shall be submitted with the Contractor's invoice to the Commission representative. These documents are to be signed by an authorized representative of the disposal site and the driver making the delivery. These documents shall contain, at a minimum, the following information:

i) Delivery date;

ii) Identity of the property from which the oil and gas waste originated;

iii) Identity of the disposal system to which the oil and gas waste is delivered;

iv) The type and volume of waste received by the hauler at the origination site and the type and volume of waste delivered to the disposal site.

13.4. All invoices must be made payable to the Contractor shown on the IFB-BSS. Invoice amounts shall be in U.S. dollars.

13.5. If a TIN must be established, contact the CPA's office for the necessary forms.

13.6. **Tax:** Contractor will pay all sales, consumer, use and other similar taxes required to be paid by Contractor, in accordance with the laws and regulations of the location where the project is being performed and which are applicable during the performance of the work. Questions regarding state sales tax should be referred to the CPA.

13.7. **Incidental Expenses:** All expenses such as crew travel, telephone, parking and other miscellaneous and incidental expenses incurred by the Contractor shall be the responsibility of the Contractor. The Commission will not reimburse for these types of expenses incurred before, during or after the term of this contract except for crew travel expenses which have been approved by the Commission.

13.8. **Reimbursables:** Reimbursable items are items not included in the bid pricing. Reimbursable items will be invoiced separately and will be paid according to actual invoices received from third-party vendors or according to the Contractor's rate sheet prices. Reimbursement of actual invoices from third-party vendors will be made based on the actual invoice cost plus an administrative fee. The administrative fee will not be allowed on reimbursement based on the Contractor's rate sheet prices. All reimbursable materials and services purchased from third-party vendors must be accompanied by the necessary documentation to ensure the best value for the state and by the actual invoice in order for payment to be rendered. Under no circumstances will the Contractor provide or purchase reimbursable materials and services without prior written authorization from the Commission representative. The Commission shall determine the amount of sales taxes paid by the Contractor or subcontractors, which under applicable law are reimbursable, and will pay the same to the Contractor.

13.9. Invoices shall be submitted to and all payment inquiries directed to the address given on Page 1 of the BSS.

13.10. Each invoice is subject to review and approval by the Commission's designated contact person(s) before payment will be processed. Normal processing time after the Commission's receipt of valid invoice and the Commission's acceptance of completed and delivered services is 30 days. The Commission will incur no interest for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Any invoice which does not comply with the requirements of this Invoicing & Payment section will not be considered valid and will be subject to return to the Contractor.

13.11. Contractor hereby assigns to the Commission any and all claims for overcharge associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex, Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

14. **SUSPENSION AND TERMINATION**

14.1. At any time and without cause, the Commission representative may suspend the work or any portion thereof for a period of not more than 60 days by notice in writing to Contractor. The notice shall set forth the date on which work shall resume and Contractor shall resume work on the date so fixed. Contractor shall be allowed an extension of time under this contract for the period directly attributable to any such suspension.

14.2. The Commission reserves the right to terminate the contract at any time, in whole or in part without penalty, by providing advanced written notice of ten calendar days. In the event of such a termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The Contractor shall submit a statement to the Commission representative detailing the work performed to date of termination. The Commission agrees to compensate the Contractor for that portion of the work actually performed and accepted under this contract in the proportion that the Commission representative determines such work bears to the total work required by the contract. The Commission shall be liable for payments limited only to the portion of work authorized by the Commission representative in writing and completed prior to the effective date of

termination, provided that the Commission shall not be liable for any work performed that is not acceptable to the Commission representative and/or does not meet contract requirements. All work produced by the Contractor and paid for by the Commission shall become the property of the Commission and shall be tendered upon request.

14.3. Pursuant to the Texas Government Code, Chapter 2251.022 a Contractor who receives payment from a government entity shall pay a subcontractor or disposal facility the appropriate share of the payment not later than the 10th day after the date the Contractor receives payment. The appropriate share is overdue by the 11th day after the date the Contractor receives payment. Late payments to subcontractors begin to accrue interest on the day the payment is overdue. The Contractor will provide proof of payment to the Commission that the amounts shown on the invoice for subcontracted items for which payment has been paid in full by the Commission. The proof of payment must be provided by the 15th day after the date the Contractor receives payment and must be accompanied by either:

14.3.1. Business receipts of invoices from the entity that performed the services or goods provided, indicating payments received;

14.3.2. Canceled checks;

14.3.3. The certification of a certified public accountant that expenses for which payment made have been paid in full;

14.3.4. An affidavit signed by the entity that performed the service or provided the goods, affirming that the amounts which were due to the entity were paid in full; or

14.3.5. Bank confirmation of transfer of funds

14.3.5.1. A printed transaction document produced by the bank or other financial institution. Details of this document would include the bank's name, address, and telephone number; name of the entity making the payment; the name of the entity receiving the payment; amount paid; and the date of the transaction. Additionally, the document must clearly identify the invoice numbers and amounts invoiced; or

14.3.5.2. Other forms as accepted by the Commission, which can be independently verified.

14.4. A Contractor's failure to perform to the specifications of the contract or failure to pay a subcontractor or a disposal facility will be grounds for the Commission to file a performance report to the CPA and take other actions as the Commission representative deems appropriate. The Contractor's performance report will be included in the Contractor's record with the CPA. Failure to pay a subcontractor or a disposal facility in accordance with this contract may also result in one or more of the following:

1) Suspension of all pending contracts until payment has been made and verified by the Commission,
2) Termination of all pending contracts,
3) Contractor's disqualification from future contract awards.

14.5. Pursuant to Sections 2155.006 and 2261.053, Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of violating a federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina (meaning the hurricane of that name that struck the gulf coast region of the United States in August, 2005), or any other disaster as defined by Section 418.004, Government Code, occurring after September 24, 2005. If a state agency determines that an individual or business entity holding this contract is ineligible to have the bid accepted or contract awarded under Section 2155.006 or Section 2261.053, Government Code, the state agency may immediately terminate the contract without further obligation to the Contractor.

15. REMEDIES

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the rules of the Commission adopted there under shall be used by the Commission and the Contractor to attempt to resolve all disputes under this contract. In the event of litigation, all claims, counterclaims, disputes, and other matters in question between the Commission and the Contractor arising out of or relating to this contract or the breach thereof shall be decided in a court of competent jurisdiction in the city of Austin, Travis County, Texas.

16. AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)

The Commission may grant relief from performance of the contract if the Contractor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based upon force majeure, the Contractor shall file a written request with the Commission representative.

17. LIQUIDATED DAMAGES

The parties agree that: 1) time is of the essence in this contract and the Commission will suffer financial loss if the services under this contract are not completed within the times specified or agreed to between the parties, plus any extensions

allowed; and 2) the delays, expense and difficulties of proving the actual loss suffered by the Commission in the event that the Contractor, without good cause acceptable to the Commission representative, shall fail to complete the work contemplated by this contract in a timely and businesslike manner are monetarily compensable. Based on the agreement expressed in clauses 1) and 2) of the preceding sentence, the Contractor agrees that it shall be liable for and shall pay to the Commission, as liquidated damages, the sum of $200.00 for each day the work contemplated by this contract is not completed within the times and extensions specified. To protect the Commission from default in the payment of these contractual liquidated damages, the Commission may withhold from Contractor's compensation the sum of $200.00 for each day the work is late.

18. **MISCELLANEOUS**

18.1. **Continued Appropriations:** This contract is contingent upon the continued availability of appropriated state funds.

18.2. **No Debt Against the State:** This contract shall not be construed as creating any debt by or on behalf of the state of Texas and for the Commission, and all obligations of the state of Texas regarding this contract are subject to the continued availability of funds.

18.3. **No Waiver of Sovereign Immunity:** The parties agree that this contract does not waive the state's sovereign immunity relating to suit, liability and the payment of damages. The parties further agree that all claims, suits or obligations arising under or related to this contract are subject to and limited to the availability of funds appropriated by the Texas Legislature for that respective claim, suit or obligation.

18.4. **Compliance with the Laws:** The Contractor shall comply with all applicable laws, ordinances, codes, and regulations of the state, local, and federal governments. Upon the Commission's request, the Contractor shall provide the Commission with a certified copy of a Good Standing Certificate issued by the CPA. The Contractor assures and shall obtain assurances from all of its subcontractors, where applicable, that no person shall, on the grounds of race, creed, color, disability, national origin, sex or religion, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under the contract that shall be in place between the Commission and the Contractor. The contract shall be governed, construed and interpreted under the laws of the state of Texas. In performing the work under this contract, Contractor covenants to comply with all applicable laws and regulations of any local, state and federal governmental authority.

18.5. **Political Activity:** None of the activities or performances rendered hereunder by the Contractor shall involve or shall be used for any political activity, including but not limited to any activity to further the election or defeat of any candidate for public office, or any activity undertaken to influence the passage, defeat, or final contents of legislation.

18.6. **Sectarian Activity:** None of the activities or performances rendered hereunder by the Contractor shall involve or shall be used for any sectarian or religious activity.

18.7. **Proprietary Rights/Copyright:** Contractor shall not assert rights at common law or in equity or establish any claim to statutory copyright in any material or information developed in performance of the contract. The Commission will have the right to use, copyright, reproduce, publish, or distribute any or all of such information and other materials without the necessity of obtaining any permission from Contractor and without expense and charge. The Contractor agrees to protect the state from claims involving infringement of patents or copyrights.

18.8. **Assignability:** This contract is not transferable or otherwise assignable by the Contractor without the prior written consent of the Commission. The Contractor and/or subcontractor(s) shall not assign or otherwise transfer any of its (their) duties, privileges, or prerogatives under this contract unless such is expressly approved in writing by the Commission. Assignments may not be in violation of Texas statues or administration rules.

18.9. **Authorized Representatives:** At any time prior to or during the performance period of the contract, the Commission may appoint a representative as the individual authorized to give direction to the Contractor. Upon receiving the Commission's written award letter, the Contractor shall name a person as the Contractor's representative authorized to receive direction from the Commission, to manage the work being performed, and to act on behalf of the Contractor. The Contractor may change its authorized representative or further delegate its authority as necessary throughout the performance period of the contract, and shall provide the Commission with advanced, written notice of such change or delegation.

18.10. **Entire Agreement:** The Commission's original IFB, including all Attachments and the Contractor's original signed IFB-BSS, including any addenda, the terms and conditions, the Commission's written award letter and each subsequent work order shall represent the entire contractual agreement between the Commission and the Contractor and supersedes any and all prior agreements between the parties, whether written or oral.

18.11. **Savings and Reformation Clause:** Any provision of this contract held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, who agree that the contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18.12. Business Practices

18.12.1. Contractor has not and shall not employ an employee of the Commission in violation of Subchapter C, Chapter 572, Government Code.

18.12.2. Contractor covenants and affirms that it has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding at any time within the twelve month period immediately prior to execution of this contract. Contractor further covenants and affirms that it does not have an officer, or employ an individual who served as an officer, in a company which has been found, in a judicial or state administrative proceeding, to be guilty of unfair business practices at any time within the twelve month period immediately prior to execution of this contract.

18.13. **Release of Information:** All information submitted to the Commission becomes public record and subject to disclosure under the Texas Open Records Act, unless an exception under such act is applicable.

18.14. **Texas State Auditor:** Contractor agrees that the Texas State Auditors' Office (State Auditor) may audit or investigate Contractor or any subcontractor or other entity receiving funds from the state of Texas under this contract. Acceptance of funds from the state of Texas directly under this contract or indirectly through a subcontract under this contract constitutes 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. Contractor shall incorporate the provisions of this paragraph into all subcontractor contracts and agreements. Under the direction of the legislative audit committee, any entity that is subject to 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.

18.15. **Records Retention:** Contractor shall retain supporting fiscal and any other documents relevant to showing that any payments under this contract were expended in accordance with the laws and regulations of the state of Texas. Contractor shall maintain all such documents and other records relating to this contract and the state's property for a period of four years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "work" as defined in Attachment B of this contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this contract, for purposes of inspecting, monitoring, auditing, or evaluating by Commission and any authorized agency of the state of Texas, including an investigation or audit by the State Auditor.

18.16. Electronic and Information Resources Accessibility Standards

18.16.1. Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the state of Texas accessibility requirements for electronic and information resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

18.16.2. Contractor shall provide Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the state of Texas accessibility requirements (based on the federal standards established under section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

18.17. Immigration: Contractor agrees to comply with the Immigration Reform and Control Act of 1986, and Immigration Act of 1990 regarding employment verification and retention of verification forms of any individuals who will perform any labor or services under this contract.

THE HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING FORM HAS CHANGED

PLEASE READ THE INSTRUCTIONS ON THE FORM(S) CAREFULLY AND NOTE THAT IF A COMPANY IS SUBCONTRACTING ANY PORTION OF THE WORK, HUB COMPANIES MUST BE PROVIDED **SEVEN (7)** BUSINESS DAYS NOTICE. IF SUBCONTRACTING, A MINIMUM OF **THREE (3)** HUB'S AND **TWO (2)** WOMAN OR MINORITY TRADE ORGANIZATIONS MUST BE CONTACTED.

IF SUBCONTRACTING, USE THE HUB SUBCONTRACTING OPPORTUNITY NOTIFICATION FORM TO NOTIFY CERTIFIED TEXAS HUBS AND MINORITY AND WOMAN OWNED ORGANIZATIONS OF THE OPPORTUNITY (S). THE FORM MUST BE COMPLETED BY THE PRIME CONTRACTOR AND SENT TO HUB VENDORS VIA FAX OR BY EMAIL

IMPORTANT

CONTACT RAILROAD COMMISSION OF TEXAS HUB COORDINATOR TOM MORGAN AT 512-463-7680 OR AT tom.morgan@rrc.state.tx.us IF YOU HAVE QUESTIONS ABOUT COMPLETION OF THE FORMS.

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

  Section 1 - Respondent and Requisition Information

  Section 2 a. - Yes, I will be subcontracting portions of the contract

  Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors

  Section 2 c. - Yes

  Section 4 - Affirmation

  GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a *continuous contract** in place for five (5) years or less *meets or exceeds* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

  Section 1 - Respondent and Requisition Information

  Section 2 a. - Yes, I will be subcontracting portions of the contract

  Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB venders

  Section 2 c. - No

  Section 2 d. - Yes

  Section 4 - Affirmation

  GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a *continuous contract** in place for five (5) years or less *does not meet or exceed* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

  Section 1 - Respondent and Requisition Information

  Section 2 a. - Yes, I will be subcontracting portions of the contract

  Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors

  Section 2 c. - No

  Section 2 d. - No

  Section 4 - Affirmation

  GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

  Section 1 - Respondent and Requisition Information

  Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources

  Section 3 - Self Performing Justification

  Section 4 - Affirmation

**Continuous Contract:* *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Rev. 10/14

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1: RESPONDENT AND REQUISITION INFORM

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified** HUBs with which you have a **continuous contract*** in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**".

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract:* *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No "to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If *Yes*, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If *No*, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/ or employees.)

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "*Yes*" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf.

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: Description:

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "*Yes*" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: Description:

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, to continue to SECTION B-4.)

- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://mycpa.state.tx.us/tpasscmblsearch/index.jsp. HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: Description:

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%
	- Yes - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't 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. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____

Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, D ESCRIPTION, R EQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: - Not Applicable

4. Bonding/Insurance Requirements: - Not Applicable

5. Location to review plans/specifications: - Not Applicable

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: 455-14-0608 Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: Railroad Commission of Texas

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting Period: ☐ - Jan. ☐ - Feb. ☐ - Mar. ☐ - Apr. ☐ - May ☐ - Jun. ☐ - Jul. ☐ - Aug. ☐ - Sept. ☐ - Oct. ☐ - Nov. ☐ - Dec.
(Check only one Month)

Total Contract Amount Paid this Reporting Period to Contractor: $ _____

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (agency use only)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
	TOTALS:	$	$	$	

Signature: _____ **Title:** _____ **Date:** _____

HUB List
Req No.: 455-16-0004

Company Name	Contact Person	Address (line 1)	Address (line 2)	City	State	Zip	Email	Phone	CMBL	HUB
A & B ENVIRONMENTAL SERVICES, INC.	Dr. Rami Ramakrishnan	10100 EAST FREEWAY, SUITE 100		HOUSTON	TX	77029	kittu2@hal-pc.org	713-453-6060	No	AS-M
ABSOLUTE ENVIRONMENTAL SERVICES,	Carolyn Montgomery	LTD., L.L.P.	11315 DOGWOOD DR	HUMBLE	TX	77338-2525	absolute@embarqmail.com	281-319-4789	No	WO-F
ACE ENVIRONMENTAL	Owner / LaDonna Leshuk	140 INDUSTRIAL ST		LANCASTER	TX	75134-3402	lleshuk@ace-enviro.com	972-227-4700	No	WO-F
ACTION RESTORATION, INC.	Pres./Susan Rising	5215 TWIN CITY HWY		PORT ARTHUR	TX	77642	srising@aol.com	409-962-1647	Yes	WO-F
ADASTRA ECOLOGICAL SERVICES, INC.	Pres./Ricardo Lozoya	6100 FIESTA DR.		EL PASO	TX	79912-4530	RLOZOYA@sbcglobal.net	915-760-6562	Yes	HI-M
ADK ENVIRONMENTAL, INC	Sharon Kastner	16434 FM 630		ODEM	TX	78370-4112	skastner@adstormwater.com	361-364-2004	Yes	WO-F
AEC ENGINEERING, LLC	PRESIDENT/CARLOS GARZA	P. O. BOX 480		EDINGURG	TX	78540	carlos@aecengineering.net	956-380-6558	No	HI-M
AF ENVIRONMENTAL SOLUTIONS	Owner/Andy Fierro	P. O. BOX 151875		FORT WORTH	TX	76108	af3521@att.net	817-501-5002	No	HI-M
AFRAM INTERNATIONAL ENVIRONMENTAL	PRESIDENT/ELIAS OKORO	CONSULTANTS, INC.	351 W JEFFERSON BLVD, STE 720	DALLAS	TX	75208	AFRAM@AIRMAIL.NET	214-941-4551	No	BL-M
ALAMO 1	President/Joseph Salas	12400 SAN PEDRO AVE., SUITE 200		SAN ANTONIO	TX	78216-2887	alex@alamo1.com	210-404-1220	Yes	HI-M
ALLEN & COMPANY ENVIRONMENTAL SERVICES	Melinda Allen	1600 CALIFORNIA PKWY N		FORT WORTH	TX	76115-4239	mallen@allenenviro.com	817-887-9801	Yes	WO-F
ALLIANT ENVIRONMENTAL, LLC	Principal/Robert E. Robinson	1842 SNAKE RIVER RD.		KATY	TX	77449	rrobinson@alliantenv.com	281-717-4392	No	AI-M
AMBIOTEC CIVIL ENGINEERING GROUP, INC.	President/CARLOS MARIN	P.O. BOX 2565		HARLINGEN	TX	78551	cmmarin@ambiotec.com	956-548-9333	No	HI-M
AMBIOTEC ENVIRONMENTAL CONSULTANTS	Pres./CARLOS MARIN, Ph.D., P.E.	P O BOX 2565		HARLINGEN	TX	78551	CMMARIN@AMBIOTEC.COM	956-423-7807	No	HI-M
AOC ENVIRONMENTAL, INC.	Pres./Agnes Ochoa Marie Weaver	2612 WRANGLERS RETREAT		WICHITA FALLS	TX	76310-7214	customerservice@aocenviro.net	940-692-8989	Yes	HI-F
APEX GEOSCIENCE INC.	CHAIRMAN OF BOARD/JENNY BERNHARD	2120 BRANDON DR STE A		TYLER	TX	75703-5984	team@apexgeo.com	903-581-8080	Yes	WO-F
APOLLO ENVIRONMENTAL STRATEGIES INC	SANDY ELMS	PO BOX 12114		BEAUMONT	TX	77726-2114	sgelms@apolloenvironmental.com	409-833-3330	Yes	WO-F
ARGUIJO OILFIELD SERVICES, INC.	Pres./ELISA HIBLER	2800 WEST 42ND STRRET		ODESSA	TX	79764	AOSI1@HOTMAIL.COM	432-550-5650	No	HI-F
ARKOSE ENVIRONMENTAL, INC.	Lui Barkkume	P.O. BOX 560975		THE COLONY	TX	75056	luib@arkoseinc.com	214-682-4582	No	BL-F
ARLLUK SERVICES, INC.	Ruth Ann Angasan	10846 EDGECREST DR		SAN ANTONIO	TX	78217-2837	sissy16jul@gmail.com	210-317-3060	No	WO-F
ASBESTOS REMOVAL, INC.	LETA EDGE	PO BOX 13508		ODESSA	TX	79768-3508	asbestosremoval@clearwire.net	432-333-4832	Yes	WO-F
ATSER, L.P.	CEO/D. Fred Martinez	1150 RICHCREST DRIVE		HOUSTON	TX	77060-6209	dfm@atser.com	281-999-9961	No	HI-M
BAER ENGINEERING & ENVIRONMENTAL	THERESE M. BAER, PE	CONSULTING, INC.	7756 NORTHCROSS DR., SUITE 211	AUSTIN	TX	78757-1725	tbaer@baereng.com	512-453-3733	Yes	WO-F
BALLAE CONSULTING	Aditya Datta	8810 SPRING LAKE DR		AUSTIN	TX	78750-3028	aditya.datta@ballae.com	512-961-6108	No	AS-M

HUB List
Req No.: 455-16-0004

Company Name	Contact Person	Address (line 1)	Address (line 2)	City	State	Zip	Email	Phone	CMBL	HUB
BANDY & ASSOCIATES, INC.	Dr. Sudipta Bandy	11710 ALMEDA GENOA RD.		HOUSTON	TX	77034	ss.bandy@sbcglobal.net	713-947-1055	No	AS-M
BANKS & ASSOCIATES	ERIN BANKS	820 CURRIE RANCH RD		WIMBERLEY	TX	78676-5162	erin.banks@vownet.net	512-801-9049	No	WO-F
BELL ENVIRONMENT EAST TEXAS	KATHY J. BELL	1323 COUNTY ROAD 3260		QUITMAN	TX	75783-5293	KATHY@BELL-ENVIRONMENT.COM	903-967-2478	No	WO-F
BERG-OLIVER ASSOCIATES, INC.	Susan Alford	14701 SAINT MARYS LANE, SUITE 400		HOUSTON	TX	77079	salford@bergoliver.com	281-589-0898	Yes	WO-F
BEST DRILLING SERVICES (BDS), INC.	Pres./DOREEN FIROUZBAKHT	PO BOX 845		FRIENDSWOOD	TX	77549-0845	bestdrilling@msn.com	713-864-3900	No	WO-F
BORDER DEMOLITION AND	VP/BONNIE SOLIS	ENVIRONMENTAL, INC.	1004 DIESEL DRIVE	EL PASO	TX	79907-3100	bonniesol@borderdemo-enviro.com	915-860-8855	Yes	HI-F
BOWDEN'S GUARANTEED HYDROMULCH,	General Manager/Tim Neal	INC.	1011 COLLEYVILLE BLVD.	COLLEYVILLE	TX	76022	tim@guaranteedhydromulch.com	817-488-9528	No	WO-F
BREITLING CONSULTING, LLC	Amanda Breitling	PO BOX 969		BURLESON	TX	76097-0969	amanda@breitlingconsulting.com	817-447-0098	Yes	WO-F
BWNLG, LLC.	Jayna Hammack	114 MULLER ST		NACOGDOCHES	TX	75961-4834	servpro9412jdh@sbcglobal.net	936-559-0404	Yes	WO-F
CACTUS ABATEMENT & DEMOLITION, LLC	Pres./Nelda Hall	412 N OAK ST		ROANOKE	TX	76262-5012	cactusabatement@att.net	817-626-4791	Yes	WO-F
CAMACHO DEMOLITION LLC	Julian Camacho	5113 AGNES ST		CORPUS CHRISTI	TX	78405-3713	julian@camachorecycling.net	361-289-1095	Yes	HI-M
CAP CONSTRUCTION & ENVIRONMENTAL, LLC	Jesse Pina	1716 S. SAN MARCOS #105		SAN ANTONIO	TX	78207-7096	jesse@cap-ce.com	210-227-1800	No	HI-M
CARCON INDUSTRIES & CONSTRUCTION, LLC	DIANA MUNOZ	1341 W MOCKINGBIRD LN	SUITE 1200-W	DALLAS	TX	75247-6913	dmunoz@carconindustries.com	214-352-8515	Yes	HI-F
CAS COMPANIES, L.P.	President/Kathryn Bowlin	1306 FM 1092 STE 304		MISSOURI CITY	TX	77459	kbowlin@caslp.com	281-499-4747	Yes	WO-F
CHEMSOL SERVICES INC.	Kimberly Helm	P O BOX 533207		HARLINGEN	TX	78553	kimberlyhelm@chemsolservices.com	956-440-7408	Yes	WO-F
CHEMTEX ENVIRONMENTAL	Pres./Dr. C. N. Reddy	LABORATORY, INC.	P.O. BOX 3922	PORT ARTHUR	TX	77643-5217	cnr@chemtexas.com	409-983-4575	Yes	AS-M
COMPLIANCE RESOURCES, INC.	Pres./Karen A. Kinton	PO BOX 3000 #246		GEORGETOWN	TX	78627	karan@complianceresourcesinc.com	512-930-7733	No	WO-F
CONSOLIDATED CONSULTING GROUP, LLC	Tonya Golden	6215 COLLEYVILLE BLVD		COLLEYVILLE	TX	76034	tgolden@consolidatedconsulting.com	817-424-9085	No	WO-F
CONSTRUCTION & ENVIRONMENTAL	Pres./ALEC FELHABER	CONSULANTS, INC.	140 N COTTON STREET	EL PASO	TX	79901	alecf@cecienvironmental.com	915-544-1985	No	HI-M
CORNER POST SERVICES LLC,	Jill K. Miller	10473 COUNTY ROAD 2180		WHITEHOUSE	TX	75791	cornerpostservices@hotmail.com	817-823-4941	No	WO-F
CRG TEXAS ENVIRONMENTAL SERVICES, INC	CRG Texas Environmental Services, Inc	2504 AVENUE I		ROSENBERG	TX	77471	nubia@crgtexas.com	713-474-1570	Yes	HI-F
CROUCH ENVIRONMENTAL SERVICES, INC.	Mary Kay Crouch	402 TEETSHORN STREET		HOUSTON	TX	77009-7532	kay@crouchenvironmental.com	713-868-1043	No	WO-F
DARCY ENVIRONMENTAL GROUP, INC.	Pres./MEGAN BRATBERG	12502 GRISTMILL COVE		AUSTIN	TX	78750	mbratberg@austin.rr.com	512-368-2230	No	WO-F
DL CONSTRUCTION LP, LLP.	dlconstruction,lp llp	2307 BALSAM DR L 104		ARLINGTON	TX	76006	bids@dlconstructionllp.com	817-999-0379	No	BL-M

HUB List
Req No.: 455-16-0004

Company Name	Contact Person	Address (line 1)	Address (line 2)	City	State	Zip	Email	Phone	CMBL	HUB
DOUGHERTY SPRAGUE ENTERPRISES, INC.	Cathy Dougherty	3902 INDUSTRIAL STREET	SUITE A	ROWLETT	TX	75088	cdougherty@dsei.com	972-412-8666	Yes	WO-F
DOUGHERTY SPRAGUE ENVIRONMENTAL	CATHY DOUGHERTY	ENVIRONMENTAL, INC.	3902 INDUSTRIAL STREET, STE. A	ROWLETT	TX	75088	cdougherty@dsei.com	972-412-8666	Yes	WO-F
DWW ABATEMENT, INC.	President / Duke W. Zinser	2901 TECHNOLOGY DR STE 167		PLANO	TX	75074-7457	mjimenez@dwwabatement.com	972-516-2200	No	AI-M
DYESS-PETERSON TESTING LABORATORY,	Pres./Dalana Peterson	INC.	PO BOX 30699	AMARILLO	TX	79120	dalanap@dyesspeterson.com	806-372-4911	No	WO-F
E-LAB DATA CONSULTANTS	CEO/Rebecca Duty	30710 S HOLLY OAKS CIR		MAGNOLIA	TX	77355-5713	rduty@e-labdc.com	832-364-0173	Yes	HI-F
E2PH ENVIRONMENTAL ENGINEERING	Juan Clague	132 NEW ORLEANS DR		EL PASO	TX	79912-5819	juan.clague@e2ph.com	915-842-0270	Yes	HI-M
EAGLE REMEDIATION AND DEMO SERVICES, LLC	Mark Anderson	1517 CENTRAL PARK DR		HURST	TX	76053-7401	mark.anderson@eremservices.com	214-884-2096	Yes	WO-F
EARL MARTIN, INC.	President/EARL MARTIN	P.O. BOX 475		KAUFMAN	TX	75142	EMA5929531@AOL.COM	972-962-7173	No	AI-M
EARTH ONE, INC.	CEO/MARISA A. BASSO	2004 WESTRIDGE DRIVE		PLANO	TX	75075	earth.one@tx.rr.com	972-881-5226	No	WO-F
EASTEX ENVIRONMENTAL LABORATORY, INC.	Pam P. Hickman	PO BOX 1089		COLDSPRING	TX	77331-1089	phickman@eastex.net	936-653-3249	Yes	WO-F
ECM ENVIRONMENTAL SERVICES INC	RICHARDO LOZOYA	6100 FIESTA DR.		EL PASO	TX	79912-4590	mwills2296@sbcglobal.net	915-760-6562	Yes	HI-M
ECO-SOUTHWEST ENVIRONMENTAL	Juanita S. Jennings	12101 FITZHUGH PLACE		DRIPPING SPRINGS	TX	78620	tjenn@ecosouth.com	512-423-1674	No	HI-F
EE&G, INC.	CEO/Kim I Millette	1632 SOUTHEAST PKWY		AZLE	TX	76020-3923	kmillette@ee-g.com	972-383-0001	Yes	WO-F
EMC ENERGY CONSULTING LLC	Edwin M. Callender	PO BOX 60622		HOUSTON	TX	77205-0622	edwin@emcenergy.com	281-540-7224	No	BL-M
EMERALD ENVIRONMENTAL SERVICES, LTD	Kim Millette	1632 SOUTHEAST PKWY		AZLE	TX	76020-3923	kmillette@ee-g.com	972-383-0001	Yes	WO-F
EMPIRE ENVIRONMENTAL GROUP, LLC	Pres./MARGARITA ROBLEDO	11405 MOLLY MAC DRIVE		BALCH SPRINGS	TX	75180	empireenvirog@msn.com	214-327-3653	No	HI-M
ENCON INTERNATIONAL, INC.	Alex Woelper	7307 REMCON CIR STE 103		EL PASO	TX	79912-1655	encon.admin@enconinternational.com	915-833-3740	No	HI-M
ENERGY RENEWAL PARTNERS, LLC	Trisha Elizondo	305 CAMP CRAFT RD	SUITE 575	WEST LAKE HILLS	TX	78746-6505	telizondo@energyrenewalpartners.com	512-222-1125	No	WO-F
ENVIRONMENTAL LOGISTICS COMPANY, LLC	President/Amy Gilbreath	PO BOX 3238		MCKINNEY	TX	75070-8185	agilbreath@envirologistics.com	469-742-9981	Yes	WO-F
ENVIRONMENTAL RECONSTRUCTION SERVICES,	VP/TERRY SAULS	INC.	PO BOX 9	WYLIE	TX	75098	tsauls.ers@verizon.net	972-524-2946	No	WO-F
ENVIRONMENTAL TRAINERS, INC.	Amanda K. Breitling	240 E RENFRO ST	SUITE 101	BURLESON	TX	76028-3938	amanda@breitlingconsulting.com	817-339-2554	No	WO-F
EPPERSON ENVIRONMENTAL GROUP LLC	Deanna Epperson	PO BOX 12407 N MO PAC EXPY	SUITE 100-353	AUSTIN	TX	78758	deanna@eppersonenvironmental.com	512-636-4305	No	WO-F
ETTL ENGINEERS & CONSULTANTS, INC.	Darrell Flatt	1717 E ERWIN ST		TYLER	TX	75702-6346	dflatt@ettlinc.com	903-595-4421	No	DV-M
FALCON ENVIRONMENTAL LINING SYSTEMS, INC	President/Linda S. Woods	P O BOX 4306		ODESSA	TX	79760	falconels@aol.com	432-366-2611	No	WO-F

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Company Name	Contact Person	Address (line 1)	Address (line 2)	City	State	Zip	Email	Phone	CMBL	HUB
FELIX MALDONADO TRUCKING, INC.	President / Felix Maldonado	11250 HIGHWAY 16 S		SAN ANTONIO	TX	78224-3054	maldtrkg@aol.com	210-628-1605	No	HI-M
FERKAM MANAGEMENT CORPORATION	Fernando Yepez	303 E MAIN ST		HUMBLE	TX	77338	FFYEPEZ@HOTMAIL.COM	281-446-4371	Yes	HI-M
FERN ENVIRONMENTAL, LLC	Pres./Gregory Lall	PO BOX 2509		CYPRESS	TX	77410	greg@fernenvironmental.com	832-797-3059	No	BL-M
FINDERS KEEPERS INC.	Erasmo Figueroa	14080 NACOGDOCHES RD STE 287		SAN ANTONIO	TX	78247-1944	fielddoc@bio-x-tinct.com	210-269-7658	Yes	HI-M
GAINCO, INC.	Theresa Nix	PO BOX 309		PORTLAND	TX	78374-0309	tnix@gaincoinc.com	361-643-4378	Yes	WO-F
GAMMA WASTE SYSTEMS, LLC	Jenny C. Kappil	712 PASADENA FWY		PASADENA	TX	77506-1414	joekappil@gammaservices.com	713-910-6477	Yes	AS-F
GEO INTERNATIONAL MANAGEMENT, LLC	PHILIP GOMEZ	1131 BABCOCK RD STE 250		SAN ANTONIO	TX	78201	PGOMEZ@GEOLLC.COM	210-798-8080	No	HI-M
GEO STRATA ENVIRONMENTAL CONSULTANTS, IN	Principal/Suzanne Green	4718 COLLEGE PARK		SAN ANTONIO	TX	78249	s.green@geostrata.com	210-492-7282	Yes	WO-F
GLENROSE ENGINEERING, INC.	Pres./D. ROSS	P.O. BOX 161270		AUSTIN	TX	78716	lauren@glenrose.com	512-326-8880	No	WO-F
GME CONSULTING SERVICES, INC.	CEO/Marcia Kawalek	2526 MANANA DR	SUITE 109	DALLAS	TX	75220-1246	marci@gmeconsult.com	214-351-5633	Yes	WO-F
GREEN AND SUSTAINABLE SERVICES, LLC	CEO/Charlotte B. Smith	2421 AMYX RANCH DRIVE		PONDER	TX	76259	info@grnserv.com	940-597-4497	No	WO-F
GREEN PLANET INC	President/Virginia Belmore	P.O. BOX 743966		DALLAS	TX	75374-3966	Vbelmore@greenplanetinc.com	972-636-1515	Yes	WO-F
GROUND TECHNOLOGY, INC.	Ruma Acharya	14227 FERN		HOUSTON	TX	77079-5622	rumaa@groundtechinc.com	281-597-8866	No	AS-F
H.M.B. DEVELOPMENT CORPORATION	FAYE WILLIAMS BARKSDALE/PRESIDENT	2000 E. LAMAR BLVD SUITE 710		ARLINGTON	TX	76011	fayebarksdale@hmdiweb.com	817-640-7218	No	BL-F
HARKINS ENGINEERING, INC.	Pres./VICTORIA A HARKINS	3300 LOST OASIS HOLLOW		AUSTIN	TX	78739-7603	VHARKINS@HARKINSENGINEERING.COM	512-784-8511	No	WO-F
HIGH PLAINS CONTRACTORS & MANAGEMENT	Michael Ramirez	PO BOX 1444		DUMAS	TX	79029-1444	michael.ramirez@highplainsmanagement.com	806-935-5858	Yes	HI-M
HONESTY ENVIRONMENTAL SERVICES INC	KAMAL HUSSEIN	6741B SATSUMA DRIVE		HOUSTON	TX	77041-2611	kamal@honestyenvironmental.com	713-856-5354	No	WO-F
HORN'S CREW TRUCKING	Owner/Alvin Horn	107 B CHERIE		LONGVIEW	TX	75604-3275	hornscrewhornscrew@yahoo.com	903-295-5856	No	BL-M
HOT ROD MECHANICAL, INC.	Bertha Gutierrez	3415 E 5TH ST		AUSTIN	TX	78702-4911	hotrodmech@sbcglobal.net	512-386-8686	Yes	HI-F
HYDRO EX	Daniel Olivo	802 N. NAVIGATION BLVD STE 102		CORPUS CHRISTI	TX	78408-2634	daniel@hydroexllc.com	361-452-1375	No	HI-M
ICON ENVIRONMENTAL CONSULTANTS	TRACY L. OTTO	5000 BRIDLE PATH		AUBREY	TX	76227-4424	totto@iconenviro.com	940-242-5181	Yes	WO-F
IKON ENVIRONMENTAL SOLUTIONS, LP	Gregory Blomquist	10600 WOODY LN		HOUSTON	TX	77093-4231	gblomquist@ikonenviro.com	281-766-4566	Yes	HI-M
INCA-SOL ENVIRONMENTAL SERVICES INC	PAMELA LOPEZ DE BICKLE	P.O. BOX 171798		ARLINGTON	TX	76003	incasol@comcast.net	817-323-4630	No	HI-F
INCONTROL TECHNOLOGIES, INC.	Angela Marcon	3845 CYPRESS CREEK PKWY STE 195		HOUSTON	TX	77068-3552	amarcon@incontroltech.com	281-580-8892	Yes	WO-F

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INDUSTRIAL SPECIALTIES OF SOUTH TX INC	SANDRA HOGUE	13123 LOOKOUT RIDGE		SAN ANTONIO	TX	78233	sandy@isst.info	210-650-9464	No	WO-F
INLAND ENVIRONMENTS, LTD.	VP/Jed A Landrey	PO BOX 6751		KINGWOOD	TX	77325-6751	lori@inlandenvironments.com	281-354-7500	Yes	WO-F
INTERCON ENVIRONMENTAL, INC.	President / Karen Andrews	210 S WALNUT CREEK DR		MANSFIELD	TX	76063-2013	karen@intercon-environmental.com	817-477-9995	Yes	WO-F
J & J INSULATION AND ACOUSTICS INC	MARTHA ANN MAJEK	800 CANTWELL LN		CORPUS CHRISTI	TX	78408-2606	justin@jandjinsulation.com	361-887-6603	No	WO-F
J & K PROFESSIONAL SERVICES, INC.	Pres./Jackie Hall	3108 PLEASANT VALLEY LANE		ARLINGTON	TX	76015-0000	JHall@servprooflakearlington.com	817-460-7766	No	WO-F
J3 RESOURCES, INC.	Pres./Cathy C Poye	6110 W. 34TH STREET		HOUSTON	TX	77092	cpoye@j3resources.com	713-290-0221	Yes	WO-F
JAKECO CONSTRUCTION, INC.	Nicole	347 ROSE MEADOW DR		LA VERNIA	TX	78121-4764	jacoinc@aol.com	210-745-1302	Yes	WO-F
JRB ENGINEERING, LLC	Eric Garcia	8908 AMBASSADOR ROW	SUITE 400	DALLAS	TX	75247-4510	egarcia@jrbengineering.com	214-678-0022	Yes	HI-M
JW HART & ASSOCIATES, LLC	CEO/Catherine Hart	PO BOX 1050		ALEDO	TX	76008	catherine@jwhartllc.com	817-247-8428	No	WO-F
KB ENVIRONMENTAL, INC.	Pres./Kim Credeur	8524 HIGHWAY 6 N STE 428		HOUSTON	TX	77095-2103	kimcredeur@kbenvironmental.com	281-277-8582	No	WO-F
KEMP & SONS GENERAL SERVICES, INC.	VP Operations, Larry D. Kemp	P. O. BOX 24731		FORT WORTH	TX	76124-1731	larry@kempandsons.net	866-881-8815	No	BL-F
KENNEDY CONSTRUCTION COMPANY	Karen Kennedy	PO BOX 807		GRANDVIEW	TX	76050-0807	karen@kccenviro.com	817-556-9421	No	WO-F
KURKJIAN ENGINEERING CORPORATION	GARABED HARUTUNIAN	#D-202	111 WEST ANDERSON LANE	AUSTIN	TX	78752	KEC@AUSTINTX.COM	512-371-3535	No	HI-F
L&P SCIENTIFIC CONSULTING, LLC	Ruben Parra	6400 AIRPORT RD. BUILDING B SUITE J		EL PASO	TX	79925	rparra@lpscientific.com	915-838-1188	No	HI-M
LCA ENVIRONMENTAL, INC.	Pres./Mary Ann Clark	PO BOX 29469		DALLAS	TX	75229-0469	MARYANN@LCAENVIRONMENTAL.COM	972-241-6680	Yes	WO-F
LCB INDUSTRIES, INC.	Cindy Browning	PO BOX 994		BULLARD	TX	75757-0994	cbrowning@servprooftyler.com	903-561-0168	Yes	WO-F
LEGACEE INTERNATIONAL ENVIRONMENTAL SERV	MICHAEL R. WILLIAMS	PO BOX 450771		HOUSTON	TX	77245-0771	mwilliams@legaceeenvironmental.com	713-218-8647	Yes	BL-M
LICON ENGINEERING COMPANY, INC.	PRESIDENT / MARGARITA LICON	2101 E MISSOURI AVE		EL PASO	TX	79903-3505	MLICON@LEC-GROUP.COM	915-781-1532	No	HI-F
LNV, INC.	Robert Viera	801 NAVIGATION BLVD STE 300		CORPUS CHRISTI	TX	78408-2600	RViera@LNVinc.com	361-883-1984	Yes	HI-M
MARTIN GONZALES, INCORPORATED	VP/ Adrian Gonzales	P.O. BOX 2122		ANDREWS	TX	79714	adrian@martinsinc.com	432-523-6522	No	HI-M
MAS-D ENVIRONMENTAL AND ASSOCIATES, INC.	Pres./Maurice Dinka	P O BOX 543032		DALLAS	TX	75354	mas_denv@yahoo.com	972-527-4422	No	BL-M
MEDINA CONSULTING COMPANY, INC.	Pres./Katherine M. McGookey	6391 DE ZAVALA RD	SUITE 113	SAN ANTONIO	TX	78249-2143	kmcgookey@medinacci.com	210-694-4545	Yes	WO-F
MFH ENIVRONMENTAL CORP.	PRES/JOSIE NICKOLAS	1932 W. PAISANO		EL PASO	TX	79922	rnickolas@mfh-corp.com	915-351-6004	No	HI-F
MILFORD CONSULTING, LLC	President / Kathy Milford	PO BOX 279		DRIPPING SPGS	TX	78620-0279	milfordconsulting@gmail.com	512-426-7013	Yes	WO-F
MILLENNIUM PROJECT SOLUTIONS, INC.	Vice President/Luke Morgan	14026 FM 2100 RD STE C		CROSBY	TX	77532-9165	mmorgan@mps-team.com	281-328-2200	Yes	WO-F

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MIRADOR ENTERPRISES, INC.	Yolanda Diaz	8201 LOCKHEED DR STE 110		EL PASO	TX	79925-2558	ydiaz@miradorenterprises.com	915-546-4111	Yes	HI-F
MIRATEK CORPORATION	Pres./Joe Diaz	8201 LOCKHEED DR STE 218		EL PASO	TX	79925-2558	jdiaz@miratek.us	915-772-2852	Yes	HI-M
MOLDLAB, LTD.	Kristina Rucker	2501 MAYES RD	SUITE 110	CARROLLTON	TX	75006-1377	info@moldlab.com	972-820-9373	No	WO-F
MS ENGINEERING LLC	Miyoung H. Squire	208 CHATTINGTON CT		CASTLE HILLS	TX	78213-2611	msquire@msengineeringus.com	210-885-9270	No	AS-F
NATIVE ENERGY & TECHNOLOGY, INC.	JOHN MORRIS	110 BROADWAY ST	SUITE 690	SAN ANTONIO	TX	78205-1948	jmorris@native-energy.com	210-231-6060	Yes	AI-M
NEXT-GEN SOLUTIONS, INC.	President/JONI BROWN	PO BOX 404		GRANBURY	TX	76048	drillerb38@aol.com	817-308-2770	No	WO-F
NKM CONSULTING	Noreen Khan-Mayberry	10007 AUTUMN LAKE TRL		PEARLAND	TX	77584-3056	noreenmayberry@gmail.com	713-538-4374	No	AS-F
NO TALENT MANAGEMENT, INC.	President/ Amy Ewert	1701 DATURA CT		AUSTIN	TX	78733-5704	cewert@austin.rr.com	512-736-1132	No	WO-F
NORM SOLUTIONS, LLC	David Blanchard	2501 CENTENNIAL DR		ARLINGTON	TX	76011-6601	david@normsolutions.com	817-987-9976	Yes	WO-F
OAKS PERSONNEL SERVICES, INC.	Diana Acosta	11511 KATY FREEWAY SUITE 605		HOUSTON	TX	77079	diana.acosta@oaksgroup.com	281-258-2200	No	HI-F
PARKER LEIGH ENVIRONMENTAL LLC	Owner/Sheri Larson	5001 SPRING VALLEY ROAD STE. 400 EAST		DALLAS	TX	75244	sheri@parkerleigh.biz	214-843-4498	No	WO-F
PETERSON DRILLING & TESTING, INC.	Dalana Peterson	PO BOX 30699		AMARILLO	TX	79120-0699	dlanapctc@gamil.com	806-342-4911	No	WO-F
PLATINUM ENVIRONMENTAL SOLUTIONS, LLC	Christopher Felan/Owner	5534 BIRDWOOD RD		HOUSTON	TX	77096	christopher@platinumenvsolutions.com	713-446-9737	No	HI-M
PRC ENVIRONMENTAL, INC.	Chistopher Siebert	1149 ELLSWORTH DRSUITE 135		PASADENA	TX	77506	siebertchris@prcenviro.com	713-772-9500	No	HI-M
PROTECT ENVIRONMENTAL SERVICES INC	Alicia Cameron	6504 MIDWAY RD	STE 200	HALTOM CITY	TX	76117-5363	acameron@protectusa.net	817-589-9005	Yes	WO-F
PROTECT TRANSPORTATION, LLC	A. Kirsten Cameron	6504 MIDWAY RD STE 200		HALTOM CITY	TX	76117-5363	akcameron@protectusa.net	817-589-9005	Yes	WO-F
QUADRANT CONSULTANTS INC	Peter R. Jordan	7322 SOUTHWEST FRWY STE 470		HOUSTON	TX	77074-2083	qci@qconsultants.com	713-779-2990	No	AS-M
QUALITY AIR CONTROLLERS, INC.	VP/Yazdi D. Kharas, REM	610 JAMES DR		RICHARDSON	TX	75080-7407	nancyyazdani@qualityaircontrollers.com	972-437-2100	Yes	AS-M
R. L. ABATEMENT, INC.	ROBERTO VALLADRES, JR	PO BOX 332		WESLACO	TX	78599-0332	rlai@rlabatement.com	956-968-2265	Yes	HI-M
R2M ENGINEERING, LLC	John E. Rantz	5012 50TH ST	SUITE 204	LUBBOCK	TX	79414-3433	jrantz@bentonconsultants.com	806-783-9944	Yes	HI-M
RIVAS ENVIRONMENTAL CONSULTANTS, INC.	President/Charlie Rivas Jr.	P.O. BOX 19793		AMARILLO	TX	79114-9793	rivas@arn.net	806-622-2255	Yes	HI-M
RNDI COMPANIES, INC.	DIANA I. CROSS	2255 RIDGE RD STE 216		ROCKWALL	TX	75087-5146	diana@rndicompanies.com	214-771-3977	Yes	HI-F
ROBLES 1, LLC	VICE-PRESIDENT/SAUL ROBLES	2331 BOLTON RD.		MARION	TX	78124	SROBLES@ROBLES1.NET	210-566-8787	Yes	HI-M
ROCK ENGINEERING AND TESTING	President/ROETTA C. ROCK	LABORATORY, INC.	6817 LEOPARD STREET	CORPUS CHRISTI	TX	78409	roe.rock@rocktesting.com	361-883-4555	Yes	AS-F
ROK9, LLC	Sonja Alexander	309 PARTRIDGE DR		ROCKWALL	TX	75032-7403	sflash9@yahoo.com	214-395-1380	No	WO-F

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RYKIN PUMP CO INC	Amy Dennis	2333 N JACKSON AVE		ODESSA	TX	79761-1222	Amy@RykinPump.com	432-580-0101	Yes	WO-F
SCIENTIFIC RESEARCH & TECHNOLOGY, INC.	RICE, PATRICIA A.	4849 N MESA ST	SUITE 204	EL PASO	TX	79912-5916	RRICE@SRTINC.NET	915-373-2446	No	WO-F
SEPARATION SYSTEMS CONSULTANTS INC	HELEN HODGES	17041 EL CAMINO REAL STE 200		HOUSTON	TX	77058-2646	ssci@sscienvironmental.com	281-486-1943	Yes	WO-F
SERVPRO OF NORTHEAST SAN ANTONIO	Christine Preston	109 COMMERCIAL PL		SCHERTZ	TX	78154	n_preston@msn.com	210-653-4651	No	WO-F
SERVPRO OF THE WOODLANDS/CONROE	Pres./Susan Meacham	2700 GREENS RD STE F300		HOUSTON	TX	77032-2129	servpro9734@comcast.net	281-219-8180	Yes	WO-F
SHEILA MITCHELL IMPACT MANAGEMENT	Sheila Mitchell	5711 MILART STREET		HOUSTON	TX	77021	sheila@smitchell.biz	713-446-1133	No	BL-F
SITEK OMNI SERVICES, LLC	Jonathan Woodard	1710 1ST ST E		HUMBLE	TX	77338-5233	jwoodard@sitekomni.com	713-203-6897	Yes	HI-F
SOLUTIO ENVIRONMENTAL, INC.	JAMES E. MCCLAIN	13003 JONES MALTSBERGER RD		SAN ANTONIO	TX	78247-4220	JMCCLAIN@SOLUTIOENV.COM	210-749-7000	Yes	DV-M
SOUTHERN GLOBAL SAFETY SERVICES, INC	Diana Brown	2986 COUNTY ROAD 180		ALVIN	TX	77511-8376	diana.brown@southernglobal.net	281-331-3667	Yes	WO-F
SQ ENVIRONMENTAL, LLC	Karen Somoano	PO BOX 1991		AUSTIN	TX	78767-1991	k.somoano@sqenv.com	281-413-4266	No	WO-F
STL ENGINEERS	Jay Canafax	1341 W MOCKINGBIRD LN	SUITE 1200-W	DALLAS	TX	75247-6913	jcanafax@stlengineers.com	214-630-3800	Yes	HI-F
SYMONDS ECOLOGY, LTD.	Owner / Terri Symonds	4401 BAY VALLEY DR.		GARLAND	TX	75043	tsymonds@symondsecology.com	972-496-4701	No	WO-F
TALEM, INC.	Jennifer G Dilulio	610 S JENNINGS AVE		FORT WORTH	TX	76104-3209	jennifer.diiulio@talem.com	817-335-1186	No	WO-F
TARGUS ASSOCIATES, LLC	Targus Associates	1900 DIPLOMAT DR		DALLAS	TX	75234	jjohnson@targusassociates.com	972-247-7229	No	HI-F
TEAM INTEGRATED ENGINEERING, INC	Michele Williams	100 NE LOOP 410	SUITE 100	SAN ANTONIO	TX	78216-4700	mwilliams@team-ie.com	210-341-4316	Yes	WO-F
TERRA NOVA CONSUTLTING, INC.	Lina Jazi	12520-A1 WESTHEIMER RD	#246	HOUSTON	TX	77077-5861	lina.jazi@ternov.com	713-482-8787	Yes	WO-F
TESSELLATIONS INCORPORATED	Sangita (Beni) Patel	215 WEST GREYWING CIRCLE		THE WOODLANDS	TX	77382-1168	beni@tessellations.us	936-321-1998	Yes	AS-F
TEXAS ENVIRONMENTAL CONTROL, INC.	PRESIDENT/NANCY VAN GILDER	4623 STEFFANI LANE		HOUSTON	TX	77041-8809	ron@tecihouston.com	713-466-6717	Yes	WO-F
TGE RESOURCES, INC.	Kristi Brady	8048 NORTHCOURT RD		HOUSTON	TX	77040-4391	kristi.brady@tgeresources.com	713-744-5821	Yes	WO-F
THE BURRELL GROUP	Principal/MARTIN BURRELL	8500 NORTH STEMMONS FREEWAY	SUITE 5051	DALLAS	TX	75247	info@theburrellgroup.net	214-575-7335	Yes	BL-M
THE CONXSIS GROUP, INC.	President/Abdul H. Shakir	1910 MCCARTNEY CT		ARLINGTON	TX	76012-2030	ashakir@conxsis.com	817-348-0060	Yes	BL-M
THE JSO GROUP, INC.	Pres./Elvira Ocampo	11610 AUCUBA LN		HOUSTON	TX	77095	mel.ocampo@jsogroup.net	281-213-9200	No	AS-F
THE LATHAM GROUP, INC.	Owner/Pamela J. Latham	15103 VIA VERDE DR		HOUSTON	TX	77083-4331	pamela@thelathamgroup.net	713-576-9826	No	BL-F
THE TRINIDAD GROUP, LLC	Audrey Trinidad	1117 W HILDEBRAND AVE		SAN ANTONIO	TX	78201-4611	biotechssatx@gmail.com	210-669-0705	Yes	HI-F

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TIERRA CONSULTING	Saul Garza	4022 SHAVANO DR		AUSTIN	TX	78749-6902	sagarza@tierratx.com	512-921-3168	No	HI-M
TRAUMA & HAZMAT SCENE SANITATION	Alena Gutierrez-Berlanga	740 KILLARNEY ROAD		FLORESVILLE	TX	78114	Traumaandhazmatss@hotmail.com	210-860-1239	No	WO-F
TTI ENVIRONMENTAL LABORATORIES	PRESIDENT/MEERA NEB	800 106TH ST		ARLINGTON	TX	76011	meeraneb@ttilabs.com	817-861-5322	Yes	AS-F
UNIFIED SERVICES OF TEXAS, INC.	VICE PRESIDENT/Tricia M Stefanko	2110 GREENBRIAR DR		SOUTHLAKE	TX	76092-8382	tstefanko@ust-inc.com	817-481-9510	No	AI-M
V-TECH ENVIRONMENTAL SERVICES	Owner/POLLY D VANN	1510 BUDDY HOLLY		LUBBOCK	TX	79401	info@v-teches.com	806-748-1700	Yes	WO-F
VENTREX ENVIRONMENTAL SERVICES LLC	John David Rodriguez	304 THOMAS PL		EVERMAN	TX	76140-4610	ventrex@att.net	682-224-4814	No	HI-M
VIRESCO ENVIRONMENTAL LLC	Patti G. Locascio	PO BOX 292		PORTLAND	TX	78374-0292	pattigreenlees@yahoo.com	361-777-1272	Yes	WO-F
WHITE ROCK CONSULTING LLC	Seleta Davis	PO BOX 3563		LONGVIEW	TX	75606-3563	Seleta@whiterockcs.com	903-704-0712	Yes	WO-F
WHOLE ENVIRONMENTAL	Owner/Brenda Keilers	5500 RANGER DR		ROCKWALL	TX	75032-8481	Brenda@WholeEnvironmental.com	214-500-6338	Yes	WO-F
WIBERG ENVIRONMENTAL CONSULTING LLC	Jennifer Wiberg	PO BOX 820294		DALLAS	TX	75238-0294	jennifer@wibergconsulting.com	830-446-9630	No	WO-F
WRIGHT ENVIRONMENTAL SERVICES L.P.	DOLENE WRIGHT	3400 SILVERSTONE SUITE 110		PLANO	TX	75023	dwright@wes-enviro.com	972-612-5636	No	WO-F
XL DRILLING, INC.	President./Tonya O'Bannon	9120 MARIANNA WAY		ALVARADO	TX	76009	tonya257@hotmail.com	817-405-0204	No	WO-F
YGRIEGA ENVIRONMENTAL SERVICES, LLC	Arnoldo A. maldonado	PO BOX 250		LA BLANCA	TX	78558-0250	yenvironmentalserv@yahoo.com	956-381-6969	No	HI-M

Organization	Phone	Fax	Email
American Indian Chamber of Commerce	972-241-6450	972-241-6454	tmarshall@aicct.com
Asian Contractor Association	512-926-5400	512-926-5410	asiancontractor@gmail.com
Black Contractors Association	214-485-0667	214-485-3067	blackcontractors@BlackContractors.org
Central & South TX Minority Business Council	512-386-8766	512-386-8988	jennifer@cstmbc.org
Dallas/Ft. Worth Minority Supplier Development Council	214-630-0747	214-637-2241	rafia@dfwmbc.com
El Paso Hispanic Chamer of Commerce	915-566-4066	915-566-9714	treed@ephcc.org
Golden Triangle Minority Business Council	409-962-8530	409-722-5402	hatcher.beverly@gtmbc.com
Hispanic Contractors Association de San Antonio	210-444-1100	210-444-1101	admin@hcadesa.org
Regional Hispanic Contractors Association (RHCA)	972-786-0909	972-786-0910	julio@regionalhca.org
Southwest Minority Supplier Development Council	512-386-8766	512-386-8988	smsdc@smsdc.org
Texas Association of Mexican American Chambers of Commerce (TAMAC	512-444-5727		panton@TAMACC.org
US Pan Asian American Chamber of Commerce	682-367-1393	817-469-9485	gmcdermott@uspaacc-sw.org
Hispanic Contractors' Association- Ft. Worth	972-786-0909	972-786-0910	sylvia@hcadfw.org
Hispanic Contractors' Association- Houston	713-699-2732	713-699-1556	randymagdaleno@yahoo.com
Houston Minority Supplier Development Council	713-271-7805	713-271-9770	angela.freeman@hmsdc.org
North Central Texas Regional Certification Agency	817-640-0606	817-640-6315	mail@nctrca.org
South Central Texas Regional Certification Agency	210-227-4722	210-227-5712	info@sctrca.org
Texas Asian Chamber of Commerce	512-420-8777	512-339-4600	tacc@txasianchamber.org
TX Association of African-American Chambers of Commerce	361-655-3126		taaacc179@yahoo.com
Texas Association of Historically Underutilized Businesses	512-220-4293	512-585-7751	rmata@tgsaustin.com
TX Association of Mexican-American Chambers of Commerce	512-444-5727	512-444-4929	info@tamacc.org
TriCounty Black Chamber of Commerce	832-875-3977	281-336-0870	procurement@tcbcc.org
Women's Business Council- Southwest	817-299-0566		twilliams@wbcsouthwest.org
Women's Business Enterprise Alliance	713-681-9232		bids@wbea-texas.org
Women's Chamber of Commerce of Texas	512-338-0839	512-338-1614	austin@womenschambertexas.com
Women's Contractor Association	713-807-9977	713-807-9917	jarquieta@womencontractors.org