



RAILROAD COMMISSION OF TEXAS

REQUEST FOR QUALIFICATIONS Solicitation No. 455-25-1010

HIGH HYDROGEN SULFIDE (H₂S) WELL PLUGGING & RELATED SERVICES

Sole Point of Contact:

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Solicitation Issued

May 6, 2025

Responses Due NO LATER THAN

2:00PM (CT) June 10, 2025

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Appendix A Prime Contractor Progress Assessment Report (PAR)
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DEFINITIONS AND ACRONYMS

The following definitions and acronyms apply to this RFQ and any resulting Contract:

Addendum/Addenda: Modification to this RFQ, issued by RRC and posted to the Texas Comptroller of Public Accounts ESBD website (<http://www.txsmartbuy.com/esbd>) prior to Response due date.

American Petroleum Institute (“API”): The U.S. national trade association representing all facets of the natural gas and oil industry. API maintains more than 700 standards and recommended practices for the oil and gas industry; many of the standards and recommended practices are incorporated into state and federal regulations.

Changed Conditions: Subsurface or latent physical conditions differing materially from those indicated in the Contract or Work Order issued thereunder, or unknown, unusual physical conditions which could not reasonably be anticipated when considering and analyzing all information provided within the Solicitation and Contract documents and information readily accessible to Respondent and available upon Respondent’s request prior to Respondent’s submission of a Response.

Contract: The written agreement, if any, executed by the authorized representative of RRC and the Vendor, that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFQ, of the respective parties to the agreement.

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

Days: The word “days” shall mean calendar days unless otherwise specifically noted. Business days shall mean Monday through Friday except holidays officially listed on the [State of Texas Holiday Schedule](#) and/or on which RRC headquarters office is closed.

Electronic State Business Daily (ESBD): The designated website where state agencies, universities, and municipalities post formal solicitations (over \$25K), addenda to posted solicitations, and awards. The link to the ESBD is <http://www.txsmartbuy.com/esbd>.

Fiscal Year (FY): RRC’s FY begins September 1 of one year and concludes August 31 of the following year.

High H2S Well: An abandoned oil, gas, or saltwater disposal well under the statutory authority of the Railroad Commission emitting or having the potential to emit dangerous or fatal levels of hydrogen sulfide at concentrations of one-hundred parts per million (100 ppm) or greater.

Historical Underutilized Business (HUB): As defined within Texas Government Code Chapter 2161.

Notice to Proceed (NTP): The formal written authorization issued from RRC to Vendor, which indicates work under the Contract or Work Order issued thereunder is authorized to commence in accordance with the terms and conditions of the Contract and a Work Order issued thereunder and on, but not sooner than, the date specified within the Notice to Proceed.

Respondent: An individual or entity who submits a response to this RFQ.

Response: An expression of interest submitted by a Respondent to RRC as a result of this RFQ solicitation, and that contains Respondent’s statement of qualifications and other information evidencing Respondent’s qualifications to perform the services and work required under the Contract.

Request For Qualification (RFQ): This solicitation document requesting submittal of qualifications or specialized expertise. This RFQ includes all attachments, appendices and exhibits hereto and/or that are incorporated by

reference as though fully set forth within, and any Addenda that may be issued following issuance date of the original RFQ document set.

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

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

RRC Statewide Rules: The official rules of RRC that are found in 16 TAC Part 1, Chapters 1 through 20. The TAC and RRC Statewide Rules may be found on the Office of the Secretary of State website at <http://texreg.sos.state.tx.us/...RRC Statewide Rules>.

Services: The plugging or re-plugging of High H2S wells and the providing of all goods and services related and incidental to the plugging or re-plugging of such wells.

Site Preparation: Actions to be taken undertaken, including but not limited to compliance with Statewide Rule 36, by a Vendor prior to performing Services each and every work day to mitigate the risk to human life such as establishing and clearly delineating an outer perimeter of safe exposure around the high H2S well, testing safety equipment such as H2S monitors and respirators, and communicating all safety procedures to be followed by all persons performing Services, including an evacuation plan in the event any person is injured or site conditions create an unreasonable risk of death or injury to human life. Vendor shall take all actions reasonably necessary to prepare its personnel and vendor's personnel to perform Services safely.

Solicitation and Contract Documents: Those documents identified as a component of the RFQ, including all exhibits, attachments, and appendices thereto and/or that are incorporated by reference as though fully set forth within, and any Addenda that may be issued following issuance date of the original RFQ document set, and those documents identified as a component of the Contract agreement between RRC and the Respondent awarded a contract arising from the RFQ.

Statement of Services (SOS): A broad description of activities, deliverables, and expectations applicable to work to be delivered under the resulting Contract or a Work Order issued thereunder.

Statewide Rule 36: Found in [16 Texas Administrative Code §3.36](#), this regulation establishes the baseline safety standards for all work pertaining to High H2S Wells. This includes having a hydrogen sulfide contingency plan in place and establishing an outer perimeter of safe exposure around a High H2S Well.

TAC: Texas Administrative Code.

Vendor: The individual or entity qualified, in RRC's sole determination, to provide the goods and/or services sought by RRC pursuant to this RFQ and who is ultimately selected to carry out the requirements stipulated in this RFQ, and any resulting contract and work order issued under such contract.

Work Order: A description of a specific job or project arising under the Contract and that includes details applicable to the location(s), goods, services, and incidentals of work to be performed.

PART I: NOTICE TO RESPONDENTS

1. INTRODUCTION.

In accordance with applicable provisions of Texas Government Code Chapters 2155 and 2156 the Railroad Commission of Texas (RRC) extends this Request For Qualifications (RFQ) to qualified entities to submit a Response detailing the entity's qualifications to provide to High H2S Well Plugging and Related Services as further described herein and in accordance with all terms, conditions, and specifications contained within the Solicitation and Contract Documents. Responses to this RFQ No. 455-25-1010 shall be received by the Railroad Commission of Texas, Contract Management Section, 1701 N. Congress Avenue, Austin, TX 78701 no later than 2:00PM (CT), Tuesday, June 10, 2025 for RFQ No. 455-25-1010, High H2S Well Plugging and Related Services.

2. SERVICES, GENERALLY.

Texas Natural Resources Code Chapter 89 provides that the protection of water and land of the state against pollution or the escape of oil or gas is in the public interest, and that it is necessary and desirable to provide additional means so that wells that are drilled for the exploration, development, or production of oil or gas, or as injection or salt water disposal wells, and that have been abandoned and are leaking salt water, oil, gas, or other deleterious substances into freshwater formations or on the surface of the land, may be plugged, re-plugged, or repaired by or under the authority and direction of RRC. Additionally, 16 TAC §3.14(b)(3) provides that RRC may plug or re-plug dry or inactive wells.

The RRC seeks High H2S Well Plugging and Related Services to be performed within RRC Oil and Gas Division Districts 1, 5 & 6 located in the Eastern portion of the State (see **RFQ Attachment 1: Appendix A**) and include, but may not be limited to, plugging or re-plugging of High H2S Wells and the providing of all labor, materials, equipment, tools, incidentals, and services necessary for the RRC to restore the land in the immediate vicinity of the well back to its former state as determined by RRC. All work under the Contract shall be performed in accordance with applicable federal, state, and local statutes, laws, ordinances, regulations, and rules, including RRC Statewide Rules, the specifications within this Statement of Services and any Work Order issued under the Contract, and all terms and conditions of the Contract. See **RFQ Attachment 1: Statement of Services (SOS)**

RESPONDENTS ARE ADVISED THAT HIGH H2S WELLS ARE PERILOUS TO HUMAN LIFE, AND ANY RESPONDENT SELECTED FOR A CONTRACT ASSUMES THE INHERENT RISK OF BODILY INJURY OR DEATH TO ITS PERSONNEL AND CONTRACTORS ASSOCIATED WITH PERFORMING SERVICES.

This RFQ is RRC's process to select highly qualified High H2S Well Plugging and Related Services Vendors and issue contracts for Services to be delivered in each RRC Oil and Gas Division Districts 1, 5 & 6. Selection of a Respondent for award of a Contract shall be based upon a Respondent's demonstrated competence, detailed credentials and other evaluation criteria further described within this RFQ. Contracts for the Services in which RRC has a recurring need shall be awarded to the most qualified Respondents expressing interest to deliver Services within one or more districts. See **RFQ Attachment 1: Statement of Services**.

Respondents are cautioned to carefully read the RFQ in its entirety. Selection of the most highly qualified Well Servicing Vendors will be based on demonstrated competence, detailed credentials, evaluation criteria and other requirements as outlined in **Part II: Instructions to Respondent, Section 2.10.2 Weighted Criteria** and **RFQ ATTACHMENT 3: Respondent's Qualification Statement**. Failure to provide the mandatory required information will automatically disqualify Respondent from consideration for award in connection with this RFQ.

For purposes of this RFQ, Services in which RRC has a recurring need may fall within the following general categories of Well Plugging and Related Services. Related Services are incidental to Well Plugging Services and may be included in a Work Order depending on site specific conditions and Vendor's consent.

Well Plugging Services:

- Well plugging and abandonment of High H2S Wells
- Deep well plugging and abandonment (for High H2S Wells ~10,000 feet or greater in depth);

- Federally funded High H2S Well plugging and abandonment;
- High H2S Well plugging and abandonment in environmentally sensitive locations; and
- Emergency response High H2S Well plugging and abandonment.

Related Services:

- Remediation of soil and restoration native species habitat that has been degraded due to the presence of orphaned wells and associated pipelines, facilities, and infrastructure; and
- Remediation of land adjacent to orphaned wells and decommissioning or removal of associated pipelines, tank batteries, and other infrastructure.

Selected Respondents shall be bound to the terms and conditions of this RFQ, and the RRC's Contract as finalized between the RRC and Respondent (see **RFQ ATTACHMENT 6: Sample RRC Contract**), any additional, specific terms and conditions applicable to a finalized, negotiated Work Order issued thereunder, and shall comply with all applicable local, state, and federal statutes, rules, regulations, and ordinances, including but not limited to those related to licensing, certification, and permitting requirements.

RRC reserves the right to award more than one Contract from this RFQ. A Contract arising from this RFQ shall not be exclusive; RRC may obtain High H2S Well Plugging & Related Services from other sources during the term of the Contract. A Contract shall have no monetary value and no guarantee that any Work Order will be issued thereunder. An award of a Contract arising from this RFQ shall not disqualify a Respondent from responding to a future RRC project-specific solicitation or for bay and/or offshore well plugging and related services. RRC shall issue a separate solicitation for bay and/or offshore well plugging and related services. A Contract shall provide the awarded vendor the opportunity to participate in the work order bidding process among other services providers so as to garner best value to the State of Texas.

3. TERM.

3.1 PERFORMANCE PERIOD. Any Contract resulting from this RFQ shall include an original term of one (1) year from date of the Contract effective date ("Original Term"). At RRC's discretion, original Contract term may be extended for up to two (2) additional one-year optional renewal terms ("Renewal Term"). Renewal Terms to any Contract shall be accomplished through written amendment to the original Contract, fully executed prior to expiration of the Contract, and shall incorporate all terms and conditions of the original Contract as may be amended by mutual agreement between the RRC and Vendor.

3.2 MINIMUM QUALIFICATIONS. To be eligible for consideration of contract award, Respondent must meet all minimum qualification requirements as outlined in the Solicitation and Contract Documents, including requirements stated within any part of this RFQ and the SOS. A Response must clearly demonstrate Respondent meets the following minimum qualifications:

- Respondent must have an active, current *Organization Report* (Form P-5) on file with the RRC. A copy of your *Organization Report* (Form P-5) must be included in **Tab B Executive Summary**, see **Section 2.9.2 Executive Summary**.
- Respondent must be an approved cementer or use an approved cementer that is authorized by the RRC to conduct plugging operations in accordance with 16 TAC §3.14(d).
- Respondent demonstrates successful performance of well plugging services similar in scope (as judged by RRC) to one or more categories of Services described in **RFQ ATTACHMENT 1: Statement of Services**. Respondent shall list at least five (5) projects in which Respondent provided High H2S Well plugging and related services. Respondent shall include elaboration of, and details related to, the five (5) projects identified within **ATTACHMENT 3: Respondent's Qualifications Statement Form** and must be included in **Tab C Experience and Qualifications**, see **Section 2.9.3 Experience and Qualifications**.
- Respondent owns, leases, or has access to all well plugging and related services equipment necessary to perform Services in one or more of the general categories of Services stated within this RFQ.
- Respondent is financially solvent and adequately capitalized as judged by RRC.
- Respondent has the trained personnel necessary to perform Services in one or more of the general categories of Services stated within this RFQ.
- Respondent is familiar with and capable of abiding by safety practices reasonably required for plugging

High H2S Wells.

3.3 COSTS OF RESPONSE PREPARATION. All costs associated with preparation and submission of a Response, including costs associated with submission of all required documents and all copies of all documents and all costs including travel and related activities associated with optional oral presentations, if required, are to be borne solely by the Respondent. Responses that do not meet all requirements or contain all required documentation specified in this RFQ shall be rejected as non-responsive.

3.4 PROTEST PROCEDURES. Any actual or prospective Respondent who is aggrieved in connection with this Solicitation, evaluation, or award of any contract resulting from this Solicitation may formally protest as provided in RRC's rules set forth in 16 Texas Administrative Code §20.1 (see, [16 TAC § 20.1](#)).

PART II: INSTRUCTIONS TO RESPONDENT

2. GENERAL RESPONSE INSTRUCTIONS.

2.1 STRICT ADHERENCE TO SUBMISSION DEADLINE. Responses must be received by the Contract Management Section, Railroad Commission of Texas, Austin, Texas **NO LATER THAN** the date and time specified within this RFQ, or as revised by Addenda, if any, to this RFQ. **RESPONSES RECEIVED AFTER THE DEADLINE DATE AND TIME WILL NOT BE CONSIDERED.** Please see section 2.3 Response Delivery below. Notwithstanding the foregoing, RRC in its sole discretion reserves the right to waive any procedural or technical requirements on, prior to, or after the response deadline, provided that all respondents shall be extended the same courtesy.

2.1.1 SCHEDULE OF EVENTS. *TABLE 1 Schedule of Events* provides dates applicable to this RFQ. At the sole discretion of RRC, *TABLE 1* may be revised through written addendum posted to the [Texas Comptroller's ESBD website](#) no later than the Response due date and time. At RRC's sole discretion, *TABLE 1* may be revised through written addendum posted to the Texas Comptroller's ESBD website no later than the Response due date and time. Award Date shall occur at sole discretion of RRC and may be any time after due date of Responses and completion of evaluation of Responses.

TABLE 1: Schedule of Events

Event	Date
Issuance of RFQ	May 06, 2025
Respondent's Submission of HSP for RRC Courtesy Review Begins	May 08, 2025
Deadline for Submission of Written Inquiries (no later than 2:00PM CT)	May 12, 2025
Response to Written Inquiries, if any (Addendum posted to ESBD)	May 13, 2025
Respondent's Deadline for Submission of HSP for RRC Courtesy Review Ends	May 19, 2025
Response Due Date (no later than 2:00PM CT)	June 10, 2025
Estimated Award Date	Upon Execution

2.2 RESPONSE LABELING/PACKAGING. Responses shall be placed in an envelope/package and labeled in accordance with address labeling requirements set forth in RFQ Section 2.3. It is the Respondent's responsibility to properly label and deliver the Response to RRC by the specified date and time for this RFQ.

2.3 RESPONSE DELIVERY. **ANY RESPONSE SUBMITTED BY EMAIL OR BY FACSIMILE WILL BE REJECTED.** It is the sole responsibility of the Respondent to select their preferred method of delivery from the delivery methods permitted herein. Failure to adhere to these requirements will cause the Respondent to be considered non-responsive and disqualified from award. Respondents must use the following address labeling information most applicable to Respondent's chosen delivery method:

<u>US Postal Service:</u> RFQ No. 455-25-1010 Railroad Commission of Texas Contract Management Section Jesse Herrera, Contract Administration Manager PO Box 12967 Austin, TX 78711-2967	<u>Overnight or Hand Delivery:</u> RFQ No. 455-25-1010 Railroad Commission of Texas Contract Management Section Jesse Herrera, Contract Administration Manager 1701 N. Congress Ave. Austin, TX 78701
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2.4 PROHIBITED COMMUNICATIONS; SOLE POINT OF CONTACT.

2.4.1 Upon issuance of this RFQ, RRC, its representative(s), and partners (if any) will not answer questions or otherwise discuss the contents of this RFQ with any potential Respondent or their representatives(s), except for the written inquiries submitted in accordance with Section 2.5, below. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. ***FAILURE TO ADHERE TO THIS RESTRICTION MAY DISQUALIFY RESPONDENT AND RESPONDENT'S RESPONSE.***

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

2.4.2 For information related to this **RFQ No. 455-25-1010**, the Services, and administration of any resulting Contract, RRC's sole Point of Contact shall be Jesse Herrera, Contract Administration Manager, whose contact information is:

Mailing Address	Email
Railroad Commission of Texas Contract Management Section Jesse Herrera, Contract Administration Manager PO Box 12967 Austin, TX 78711-2967	Jesse.Herrera@rrc.texas.gov
	Phone
	512-463-6736

2.5 INQUIRIES AND ADDENDA.

2.5.1 Respondent solely is responsible for thoroughly understanding the RFQ and all attachments, exhibits, forms, and addenda, including but not limited to the SOS and Terms and Conditions, and to have performed independent research as needed to provide a clear understanding of the RFQ and the work to be performed under any resulting Contract. Should any Respondent find any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the RFQ, or should Respondent be in doubt as to the exact meaning of information within the RFQ, Respondent should immediately notify in writing via email or email with editable attachment (i.e., MS Word® document) RRC's sole point of contact for this solicitation (see **RFQ Section 2.4.2**). RRC shall not be responsible for oral instructions or for misinterpretation of the Solicitation and Contract Documents.

2.5.2 Respondents submitting inquiries must reference the relevant RFQ page and section and should submit all questions by the inquiry deadline stated within **TABLE 1 Schedule of Events** of this RFQ. RRC reserves the right to amend answers prior to the Response submission deadline, and RRC reserves the right to respond to questions received after deadline for submission of written questions. When issuing responses to questions submitted, RRC shall issue Addenda posted to the Texas Comptroller's ESBD website.

2.5.3 Addenda issued, if any, shall be posted by RRC to the Texas Comptroller's ESBD website (<http://www.txsmartbuy.com/esbd>). It is solely the responsibility of Respondents to check the Texas Comptroller's ESBD website for any and all updates to the RFQ. A Respondent's failure to check the Texas Comptroller's ESBD website for updates shall not release Respondent from the requirements of Addenda or additional information published within any Addenda.

2.6 HISTORICALLY UNDERUTILIZED BUSINESSES REQUIREMENTS.

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

2.6.1 HUB SUBCONTRACTING PLAN. In accordance with Texas Government Code Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, responses, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. RRC has determined subcontracting opportunities are probable under a contract arising from this RFQ, therefore:

2.6.1.1 ALL RESPONDENTS, INCLUDING TEXAS CERTIFIED HUBS, MUST SUBMIT A COMPLETED HUB SUBCONTRACTING PLAN (“HSP”) FORM (SEE RFQ ATTACHMENT 4: HUB Subcontracting Plan and Appendix A Prime Contractor Progress Assessment Report (PAR)) WITH THE RESPONSE FOR THE RESPONSE TO BE CONSIDERED RESPONSIVE. A RESPONDENT’S FAILURE TO INCLUDE A COMPLETED HSP FORM WILL BE DEEMED A MATERIAL FAILURE TO COMPLY WITH RFQ REQUIREMENTS AND SHALL RESULT IN RRC’S REJECTION OF THE RESPONSE AND RENDERING THE RESPONSE INELIGIBLE FOR AWARD OF A CONTRACT ARISING FROM THIS RFQ.

2.6.1.2 RESPONDENTS MUST SUBMIT A COMPLETED HSP FORM *ON THE HSP FORM INCLUDED AS RFQ ATTACHMENT 4: HUB Subcontracting Plan and Appendix A Prime Contractor Progress Assessment Report (PAR)*; NO ALTERNATE FORMS, INCLUDING ALTERNATE OR PRIOR VERSIONS OF HSP FORMS, WILL BE ACCEPTED.

2.6.1.3 Preliminary HSP Review. A Respondent may submit a draft of Respondent’s HSP for a preliminary review by RRC’s HUB team. Respondents wishing to take advantage of the preliminary HSP review must submit the HSP no later than the deadline for submission of HSP for preliminary review stated within **TABLE 1 Schedule of Events** of this RFQ. Respondents are strongly encouraged to utilize this opportunity for a preliminary review of the HSP. The preliminary review is not an official review of the HSP for determination of responsiveness or contract award but is a preliminary review for compliance with HSP form instructions and required Good Faith Effort.

2.6.2 GOOD FAITH EFFORT REQUIRED. In accordance with 34 Texas Administrative Code §20.285(d), any person submitting a bid, response, offer, or other applicable expression of interest in response to this RFQ shall submit a completed HUB Subcontracting Plan form demonstrating evidence of good faith effort in developing that plan. Good faith effort shall be in full conformance with all directions for demonstration and submission specified in the HSP form (see **RFQ ATTACHMENT 4: HUB Subcontracting Plan and Appendix A Prime Contractor Progress Assessment Report (PAR)**).

2.6.3 PROBABLE HUB SUBCONTRACTING OPPORTUNITIES. RRC has identified potential areas of subcontracting opportunities which are listed within **TABLE 2 Potential HUB Subcontracting NIGP Codes** of this RFQ. Full commodity and services descriptions may be found on the Texas Comptroller’s website at: <https://comptroller.texas.gov/purchasing/nigp/>. The list is for information purposes only and is not intended as an exhaustive list of subcontracting opportunities related to this RFQ. It is solely the responsibility of a Respondent to determine what, if any, subcontracting opportunities are most applicable to the Respondent’s business in performance of work under a Contract arising from this RFQ. Respondent is not required to include within the HSP form any or all the commodities or services listed in **TABLE 2 Potential HUB Subcontracting NIGP Codes** of this RFQ. Respondents should review the HSP form (see **RFQ ATTACHMENT 4: HUB Subcontracting Plan and Appendix**) for instructions applicable to identification of specific commodities or services intended for subcontracting.

TABLE 2: POTENTIAL HUB SUBCONTRACTING NIGP CODES

NIGP Class	NIGP Item	Description (Commodities and Services)
075	50	Oil Analysis and Diagnostic Equipment
150	12	Sack cement (Types I, II, or III)
220	15	Flow Controllers, Indicators, Calibrators, and Recorders: Air and Gases
220	20	Hazardous Environment Detection and Management Equipment
257	38	Hazardous Control Materials, Hazmat, Green Material, etc., (Not
345	16	Detectors and Parts, Dust, Gas, Voltage
445	41	Hazardous Material Equipment, Tools and Supplies
750	42	Drilling mud
750	77	Sand and gravel
790	20	Grass seeds
845	00	Testing Apparatus and Instruments, Not for Electrical or Electronic
845	87	Test Equipment, Hazardous Material.
890	28	Instrumentation Equipment, Actuators, Analyzers, Regulators, Controllers,
909	75	Site clean-up, post-construction
926	78	Remediation Services, Environmental, Including Rehabilitation Services
938	78	Respiratory Equipment, Including Air Tanks, Breathers, Masks, etc.,
961	27	Decontamination Services, Including Hazardous Material Decontamination
962	39	Hauling services
962	96	Well services, including oil, gas, and water: Drilling, plugging, consulting,
971	82	Toilets, portable, rental or lease
977	73	Toilets and showers, portable, rental or lease
990	78	Security Services, Hazardous Waste Site

2.6.4 HUB SUBCONTRACTING PLAN (HSP) PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT.

Pursuant to 34 Texas Administrative Code §20.285(f)(1), as a condition of payment, a prime contractor shall maintain business records documenting compliance with the HUB Subcontracting Plan and shall submit a compliance report to the state contracting agency each month. Therefore, as a condition of payment under the Contract, from start date of Contract through completion date of Contract, a prime contractor (Vendor) awarded a Contract arising from this RFQ shall monthly submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (see *RFQ ATTACHMENT 4: Appendix A Prime Contractor Progress Assessment Report (PAR)*) prior to RRC's approval of payment under the Contract.

2.6.5 RRC'S HUB PROGRAM ADMINISTRATION. For explanation of the RRC's HUB program, for assistance in completing the HSP form, and to obtain HUB lists, if web access is not available, Respondents are encouraged to contact RRC's HUB Administration (Phone: 737-308-1842; or email: hub@rrc.texas.gov.)

2.7 RESPONSE REQUIREMENTS.

2.7.1 REQUIRED NUMBER OF RESPONSE ORIGINALS AND COPIES. Respondent must submit one (1) paper original, plus three (3) identical paper copies of the Response. Response shall be written only on 8 1/2" X 11" white paper using double or 1.5 spacing, and 12-point or larger Times New Roman font. Responses shall be free of any extrinsic items and shall be bound in a three-ring binder. **The one (1) clearly marked "original" must include an original ink signature on the Title Page (Tab A)** (electronic signatures will not be accepted), and the name and title of the individual signing who must possess the authority to legally bind the Respondent. RRC reserves the right to require a Respondent to furnish documentary evidence of Respondent's signature authority. Respondent must also submit one (1) electronic copy of the Response on a USB storage device; the Response file must be readable using Adobe Acrobat Reader DC®, and the electronic storage device (USB) shall not be encrypted. USB(s) must be labeled with Respondent's name. **Response shall be saved in a zip file and the file folder shall contain individual PDF files for each required tab.**

Response shall include all required attachments and certifications. The RRC will not accept attachments and certifications submitted after the deadline. Failure to provide all required information in the required format

shall make the response non-responsive and thus disqualified from consideration. The RRC may reject a proposal that fails to include required contents.

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

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

If Respondent’s Response contains any information which Respondent claims is confidential and not subject to release under the PIA, Respondent must prepare and deliver to RRC two USB storage devices containing the following information:

One USB storage device with PDF document containing complete copies of all of Respondent’s submissions pursuant to this RFQ. Respondent must label this PDF document “**Complete Response Documents, [Respondent’s Name], RRC RFQ No. 455-25-1010. CONTAINS CONFIDENTIAL INFORMATION.**”

One USB storage device with PDF document containing copies of all of Respondent’s submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This document must also contain an appendix which contains clear references to all redacted information including a general description of the redacted information. Respondent must label this PDF document “**For Public Release: Redacted version of [Respondent’s Name], RRC RFQ No. 455-25-1010.**”

2.8 EXCEPTION TO PROVISIONS.

Respondent is strictly prohibited from taking blanket exception to the entire RFQ; a Response that includes blanket exception to the entire RFQ or that does not include proposed alternative language to exceptions taken, may be disqualified from Contract award. Respondent is specifically warned against deviating from the terms and conditions listed in Part III of this Solicitation, as the majority of these terms are non-negotiable. Any exception may be considered negatively during the evaluation and scoring process or may result in a contract not being awarded to Respondent.

2.9 ORGANIZATION OF RESPONSE.

All Responses shall have all pages numbered and be organized in a manner that directly corresponds with the identified tabs set forth within this RFQ section. Responses shall contain all required information, at a minimum, and be stated in a clear and concise manner. Vague and general responses shall be considered nonresponsive and thereby disqualified from consideration of Contract award. Respondent shall include all information Respondent believes is necessary and/or helpful to RRC determining Respondent’s qualifications and ability to deliver all goods and services in accordance with this RFQ, including the specifications stated within the SOS, and all terms and conditions of the Contract. Respondent shall submit a Response that includes, at a minimum, the following:

2.9.1 TITLE PAGE (TAB A). Tab A The Response title page must include:

- a. RRC's RFQ number: **RFQ No. 455-25-1010**;
- b. Respondent's name and physical address;
- c. Respondent's Vendor Identification Number (11-digit number issued by the Texas CPA);
- d. Respondent's Federal Employer Identification Number (9-digit number issued by the IRS); and
- e. Respondent's authorized agent's signature, printed name, title, and date of signature to Response.

2.9.2 EXECUTIVE SUMMARY (TAB B). Tab B Respondent's executive summary should include a clear, comprehensive summary of Respondent's qualifications and extensive, verifiable experience applicable to the requirements of this RFQ. Respondent's Executive Summary should include, at a minimum, the following:

- a. Summary of Respondent's qualifications, including licenses and/or certifications if applicable and/or required by this RFQ, and a statement of Respondent's ability to meet or exceed required minimum qualifications; Respondent must provide a minimum of ten (10) High H2S Well Plugging and Related Services projects in their response.
- b. Summary of Respondent's experience in delivery of same or substantially similar services as those required under this RFQ, and a statement of Respondent's ability to meet or exceed required minimum experience;
- c. Identification of Services categories Respondent can and is willing to deliver from among the following categories:
 - i. Well plugging and abandonment of High H2S Wells
 - ii. Deep well plugging and abandonment (for High H2S Wells ~10,000 feet or greater in depth);
 - iii. Federally funded High H2S Well plugging and abandonment;
 - iv. High H2S Well plugging and abandonment in environmentally sensitive locations; and
 - v. Emergency response High H2S Well plugging and abandonment.
- d. Identification of Respondent's service area(s) listed by RRC Oil and Gas Districts (see **RFQ ATTACHMENT 1: Appendix A**). Respondent's service areas should represent RRC Oil and Gas Districts in which Respondent can and intends to provide the Services if awarded a Contract; and
- e. Identification of all storage yards for Respondent's plugging rigs and relevant equipment.
- f. Clear, concise, detailed explanation of Respondent's exceptions taken, if any, to the terms and/or conditions of this RFQ.

2.9.3 EXPERIENCE AND QUALIFICATIONS (TAB C). Tab C shall include elaboration of, and details related to, the five (5) projects identified within **ATTACHMENT 3: Respondent's Qualifications Statement Form**.

Respondent may provide details of additional projects in addition to the five (5) identified in **ATTACHMENT 3: Respondent's Qualifications Statement Form**. Any additional projects provided shall demonstrate Respondent's ability to meet or exceed the minimum qualifications and experience required to deliver High H2S Well Plugging and Related Services described within **RFQ ATTACHMENT 1: Statement of Services**.

Respondent is solely responsible for providing sufficient details to ensure RRC's evaluation committee members can determine Respondent's understanding of the RFQ, the Statement of Services, and scope of work and specifications applicable to performance of the High H2S Well Plugging and Related Services.

2.9.4 RESPONDENT'S APPROACH TO PERFORMING WORK UNDER THE CONTRACT (TAB D). TAB D shall include elaboration of, and details related to, Respondent's approach to performance of Services described within **RFQ ATTACHMENT 1: Statement of Services**. Respondent's approach shall demonstrate Respondent's extensive and verifiable experience, expertise, and ability to plan and complete well plugging and related services of one or more wells within one or more of the following categories:

- a. Well plugging and abandonment of High H2S Wells
- b. Deep well plugging and abandonment (for High H2S Wells ~10,000 feet or greater in depth);
- c. Federally funded High H2S Well plugging and abandonment;
- d. High H2S Well plugging and abandonment in environmentally sensitive locations; and
- e. Emergency response High H2S Well plugging and abandonment.

Respondent is solely responsible for providing sufficient details to ensure RRC's evaluation committee members can determine Respondent's understanding of the RFQ, the Statement of Services, and scope of work and

specifications applicable to performance of the Services. In this section of the Response, **Respondent shall address, at a minimum, the following:**

- i. Respondent's approach to plugging wells with high H2S content;
- ii. Respondent's Site Preparation plan, including an H2S safety plan, <https://www.rrc.texas.gov/oil-and-gas/publications-and-notices/publications/swr36-index/>;
- iii. Respondent's plan for evacuating personnel from the High H2S Well site in the event of a workplace accident;
- iv. Respondent's approach to plugging wells at various depths;
- v. Respondent's approach to plugging wells with difficult conditions.

2.9.5 RESPONDENT'S EQUIPMENT (TAB E). TAB E shall include a detailed list of Respondent's owned, leased, or available, equipment used in performance of H2S well plugging and related services (see **RFQ ATTACHMENT 5: Sample Equipment List and Specifications** as an example.)

TAB E of a Response shall be prepared in substantial form and format to **RFQ ATTACHMENT 5: Sample Equipment List and Specifications**, include a cover page listing all equipment and, for each piece of equipment listed, be accompanied by either a statement of specifications prepared by Respondent or by a manufacturer specification sheet.

RESPONDENT SHOULD NOTE: THIS SECTION OF THE RESPONSE SHALL BE CONSIDERED IN DETERMINING RESPONDENT'S QUALIFICATIONS AND ABILITY TO PROVIDE REQUESTED SERVICES AND MAY BE USED AS A DETERMINING FACTOR IN WORK ORDERS ISSUED TO A VENDOR UNDER A CONTRACT RESULTING FROM THIS RFQ. Therefore, Respondent is strongly encouraged to provide a complete list of all well plugging and related services equipment Respondent owns, leases or has access to, as well as provide either a statement of specifications prepared by Respondent or manufacturer specification sheet, for each piece of equipment listed. Respondent should list and clearly identify all safety equipment necessary for plugging High H2S wells, including respirators, oxygen tanks, and H2S monitors.

2.9.6 RESPONDENT'S SUBMITTALS (TAB F).

2.9.6.1 REQUIRED RRC RFQ ATTACHMENTS. Response TAB F shall include properly completed Required RRC RFQ Attachments identified within this section. Failure to include each and all the Required RRC RFQ Attachments shall result in the Response being deemed nonresponsive to the RFQ and disqualified from consideration of Contract award. The Required RRC RFQ Attachments applicable to this solicitation include:

- a. **RFQ ATTACHMENT 2: Respondent's Statements and Covenants**
- b. **RFQ ATTACHMENT 3: Respondent's Qualifications Statement form**
- c. **RFQ ATTACHMENT 4: HUB Subcontracting Plan**
- d. **RFQ ATTACHMENT 5: Sample Equipment List and Specifications & Appendix A: Rate Submission Sheets**
- e. **RFQ ATTACHMENT 9: Federal Forms Federally Funded Work Orders**

***** Please Note submission of Required Attachments must be as individual PDFs with appropriate title. *****
Example: Oreilly Well Service Qualifications Statement form ***

IN ADDITION TO THE REQUIRED RRC RFQ ATTACHMENTS, A RESPONDENT SHALL INCLUDE WITHIN TAB F RESPONDENT'S SUBMITTALS SECTION ANY ADDITIONAL STATEMENTS, INCLUDING ANY STATEMENTS ARISING FROM SECTION 2.9.6.2 THROUGH 2.9.6.5 OF THIS RFQ, OR SUCH OTHER INFORMATION RESPONDENT DEEMS NECESSARY, VALUABLE, AND APPROPRIATE TO FULLY INFORM RRC OF RESPONDENT'S QUALIFICATIONS, EXPERTISE, AND SUPERIORITY IN SELECTION AS A VENDOR FOR CONTRACT AWARD.

2.9.6.2 Disclosures.

Each Response shall include (within **Tab F** Respondent's Submittals) Respondent's statements addressing the following disclosures:

2.9.6.3 Changes in Ownership Conditions. Respondent shall include a statement certifying Respondent will notify RRC of:

- a. Any change in ownership during the period prior to Contract award, and
- b. Any change in ownership during the term of the Contract or any extension or renewal period(s) thereof.

Respondent shall notify RRC in writing, immediately on or before the change in ownership occurs or is identified. Failure of Respondent and/or Vendor to notify RRC as required herein shall be grounds for rejection of the Response and/or termination of the Contract.

2.9.6.4 Legal Actions. Respondent shall identify any pending or completed legal actions that were brought against Respondent, Respondent's agents, officers, and/or Respondent's subcontractors, within the five-year period immediately preceding the Response due date and that relate to failure to perform contracted services, breach of contract, mismanagement of a contract, and/or assessment of any penalties or liquidated damages under any contract with any governmental entity. Respondent shall provide details related to jurisdiction of legal action or contract dispute, reason for penalties or liquidated damages, and penalties or liquidated damages amount for each incident.

2.9.6.5 Other. In addition to the disclosures stated above, Respondent shall include any disclosures necessary to conform with **RFQ ATTACHMENT 2: Respondent's Statements and Covenants**. Respondent is strongly encouraged to carefully and thoroughly review each statement and covenant within **RFQ ATTACHMENT 2: Respondent's Statements and Covenants** to determine applicability of disclosures and to ensure Respondent's Response includes all mandatory disclosure statements applicable to Respondent including, but not limited to, conflicts or potential conflicts of interest (see **RFQ ATTACHMENT 2: Respondent's Statements and Covenants** item 5.)

2.9.6.6 RRC RFQ ATTACHMENTS. **TABLE 3 RRC RFQ Attachments** of this RFQ is provided *as a general guide only* so that Respondent may note certain RRC RFQ Attachments that may be required to be returned with the Response submitted. **TABLE 3 of this RFQ is not intended as a minimum, comprehensive, or exhaustive checklist of required elements of a Response.** Respondent solely is responsible for review and understanding of the entire RFQ including all terms, conditions, specifications, attachments, and addenda, if any, issued and for ensuring a submitted Response contains all required elements and forms to be considered responsive to the RFQ.

TABLE 3. RRC RFQ ATTACHMENTS

Attachment Number: Name	Return with Response?
Attachment 1: Statement of Services	No
Attachment 2: Respondent's Statements and Covenants	<i>Yes (TAB F)</i>
Attachment 3: Respondent's Qualifications Statement form	<i>Yes (TAB F)</i>
Attachment 4: HUB Subcontracting Plan (HSP)	<i>Yes (TAB F)</i>
Attachment 5: Sample Equipment List and Specifications & Appendix A Rate Submission Sheets	<i>Yes (TAB F)</i>
Attachment 6: Sample RRC Contract	No
Attachment 7: Performance Evaluation Standards	No
Attachment 8: Federal Terms and Conditions	No
Attachment 9: Federal Forms: Federally Funded Work Orders	<i>Yes (Sign and return Exhibit A, Exhibit B if applicable, and Exhibit C)</i>
Attachment 10: Guidance on Adhering to Federal Terms and Conditions	No

2.10 RESPONSE EVALUATION AND CONTRACT AWARD.

RRC intends to award one or more Contracts for High H2S Well Plugging and Related Services, throughout the state of Texas. To determine highly qualified providers, Responses first shall be evaluated to determine pass/fail of criteria demonstrating responsiveness to this RFQ. Responses deemed responsive shall advance to weighted criteria evaluation and scoring. At conclusion of weighted evaluation and scoring RRC shall determine, in its sole discretion, whether to request pricing and/or oral presentations and/or engage in the Best and Final Offer (“BAFO”) process. RRC reserves the right to continue to evaluate Responses until achievement of best value to the State as defined by and in accordance with Texas Government Code §2155.074 and §2155.075.

2.10.1 RESPONSIVENESS. Each Response shall be evaluated to determine responsiveness to this RFQ. Determination of responsiveness shall include, but may not be limited to, pass/fail determination of a Response in:

- a. Compliance with RFQ Part I, Section 3.3 Costs of Response Preparation;
- b. Compliance with RFQ Part II, Section 2.6 Historically Underutilized Businesses Requirements (including all subsections);
- c. Compliance with RFQ Part II, Section 2.9 Organization of Response (including all subsections); and
- d. Compliance with RFQ Part III, Section 3.1 General Terms and Conditions.

A Respondent’s failure to comply with one or more requirements of the RFQ may result in the Response being deemed non-responsive and thereby disqualified from further consideration of award of a Contract. The list within this subsection is intended for general guidance only and is not intended as an exhaustive list of responsiveness criteria related to this RFQ. It is Respondent’s sole responsibility to thoroughly review the Solicitation and Contract Documents of this RFQ, including all attachments and addenda issued, if any, to ensure understanding of requirements for responsiveness. All determinations of responsiveness to this RFQ shall be final.

2.10.2 WEIGHTED CRITERIA.

Responses that are deemed responsive shall undergo evaluation of weighted criteria and scoring to determine highly qualified Respondents based upon demonstrated competence and detailed credentials. Weighted criteria evaluation shall apply the best value standard for purchase of goods or services as set forth in Texas Government Code §2155.074. Factors that may be considered include:

- a. Qualifications of Respondent, Respondent’s personnel, and/or Respondent’s subcontractors;
- b. Respondent’s ability to perform High H2S Well Plugging and Related Services required under the Contract and to promptly and timely provide Services without delay or interference;
- c. Respondent’s experience successfully performing well plugging and related services according to RRC Statewide Rules, federal and state statutes, regulations, rules and specifications is preferred and will be evaluated at a greater weight (past successful work experience for RRC will be considered);
- d. Indicators of Respondent’s probable performance under the Contract. Indicators may include but not be limited to Respondent’s past performance on RRC projects, Respondent’s financial resources, and Respondent’s experience or demonstrated capability and responsibility in delivery of same or substantially similar services;
- e. Respondent’s compliance with RFQ Response submission requirements; and
- f. Respondent’s acceptance of RRC terms and conditions.

The criteria and respective weight to be used in determining the best value for the State are indicated in **TABLE 4 Weighted Criteria** of this RFQ.

TABLE 4: WEIGHTED CRITERIA

Criteria	Weight
Respondent’s Organization and Presentation to RFQ	30%
Respondent’s Qualifications	60%
Overall Clarity and Responsiveness	10%
Grand Total Maximum Score	100%

2.10.2.1 EVALUATION AND SCORING:

- **Respondent's Organization and Presentation to RFQ 30%.** Evaluation and scoring shall include, but is not limited to, overall organization and presentation of Response, content in Response **TAB B EXECUTIVE SUMMARY** including Respondent's ability to meet and exceed minimum qualifications stated in this RFQ, content in Response **TAB C EXPERIENCE AND QUALIFICATIONS** that demonstrates Respondent's experience and success in delivery of same or substantially similar services as those required under this RFQ, demonstration of understanding of RFQ requirements, and content in Response **TAB D RESPONDENT'S APPROACH TO PERFORMING WORK UNDER THE CONTRACT**, content in Response **TAB F RESPONDENT'S SUBMITTALS**, and Respondent's past performance as evidenced by Texas CPA Vendor Performance Tracking System score (if any) and/or response to RRC inquiries to other entities, including but not limited to Respondent's references.
- **Respondent's Qualifications 60%.** Evaluation and scoring shall include, but is not limited to, content in Response **TAB B EXECUTIVE SUMMARY** including Respondent's ability to meet and exceed minimum qualifications stated in this RFQ, content in Response **TAB C EXPERIENCE AND QUALIFICATIONS** that demonstrates Respondent's experience and success in delivery of same or substantially similar services as those required under this RFQ, content in Response **TAB E RESPONDENT'S EQUIPMENT** that demonstrates Respondent's access to quantity, type and standard of equipment used in performance of well plugging and related services, content in Response **TAB F RESPONDENT'S SUBMITTALS**, and Respondent's past performance as evidenced by Texas CPA Vendor Performance Tracking System score (if any) and/or response to RRC inquiries to other entities, including but not limited to Respondent's references.
- **Overall Clarity and Responsiveness 10%.** Evaluation and scoring shall include, but is not limited to, overall organization and organization of Response, demonstration of understanding of RFQ requirements.

2.10.2.2 PAST PERFORMANCE. A Respondent's past performance on a State contract, if any, shall be assessed in compliance with applicable provisions of Texas Government Code Chapters 2155 and 2156. Respondents may fail this selection criterion should one or more of the following conditions apply to Respondent:

- a. A score of less than B at least once during the past five (5) years or Legacy Unsatisfactory in the [Texas Comptroller's Vendor Performance Tracking System](#);
- b. Currently under a Corrective Action Plan through RRC;
- c. History of non-compliance with the Davis-Bacon Act or the terms of any federal financial assistance incorporated by reference into a prior state contract.
- d. Having repeated negative Vendor Performance Reports for the same reason;
- e. Having a record of repeated non-responsiveness to Vendor Performance issues; and/or
- f. Having one or more Purchase Orders that have been cancelled for non-performance in the previous 12 months.

To evaluate and score Respondent's past performance, RRC may also make inquiry with other entities including Respondent's references within **RFQ ATTACHMENT 3: Respondent's Qualification Statement Form** and/or any federal, state, or local government agency. RRC may conduct research and investigation as deemed necessary to fully evaluate Respondent's past performance and may consider notices of termination, cure notices, assessment of liquidated damages, litigation, audit reports, contract non-renewals, and other performance related facts, reports, actions, or information. Any such investigations shall be at the sole discretion of RRC and any negative findings, as determined by RRC, may result in non-award to the Respondent.

2.10.3 ORAL PRESENTATIONS. Opportunity or requirement for Respondent oral presentations is not guaranteed and shall be determined at sole discretion of RRC. Oral presentations, if any, shall provide Respondents an opportunity to highlight the entity's strengths and unique aspects of Respondent's approach contained within the Response, as well as to address any questions put forth by RRC's evaluation committee members.

Following tabulation of weighted criteria scores, RRC may determine it is necessary to invite short-listed Respondents to oral presentations prior to making recommendations for award of contracts. Short-listed Respondents shall be deemed those falling within a competitive range determined by RRC. The competitive range refers to Response(s) determined to be reasonably considered for award selection and is an objective means of narrowing the field of Respondents that will participate in subsequent evaluation activities, if deemed necessary.

RRC shall employ the following guidelines when determining the competitive range for invitations, if any, to optional oral presentations:

- a. A “natural break” in scores will determine the competitive range;
- b. The number of Respondents, if any, invited to oral presentations shall depend upon closeness of scores of Responses;
- c. In determining number, if any, of Respondents to be invited for oral presentations, RRC shall consider significant gaps in point separation between the top ranked Respondents;
- d. Only those Respondents that are determined by RRC to be highly qualified to provide the Services may be invited for oral presentations;
- e. Oral presentations, if any, shall be held at RRC headquarters in Austin, Texas or virtually due to COVID-19 or other related public health or safety issues;
- f. All expenses associated with responding to and/or attending an oral presentation shall be borne exclusively by the Respondent accepting and/or attending the oral presentation.

2.10.4 CONTRACT NEGOTIATIONS. RRC reserves the option to negotiate with one or more Respondents deemed highly qualified to provide the High H2S Well Plugging and Related Services sought by RRC. Negotiation elements may include, but shall not be limited to pricing, RRC Oil and Gas Division Districts to be included in a Contract award, and terms and conditions. RRC reserves the right to continue negotiations until the best value for RRC and the State has been achieved as determined in RRC’s sole discretion.

2.10.5 BEST AND FINAL OFFER (“BAFO”). At sole discretion of RRC, after completion of weighted criteria evaluation, scoring, and oral presentations (if any), RRC may award a Contract or may request BAFOs from one or more Respondents whose scores are sufficient to qualify the Respondent(s) for further consideration and negotiation as determined exclusively by RRC. In the event RRC issues a request for a BAFO, Respondents may be permitted to modify an original Response, and the RRC Contract Management Section shall evaluate the BAFOs received.

2.10.6 RRC CONTACT(S) FOLLOWING AWARD. RRC contact(s) for day-to-day administration of the Contract shall be determined following Contract award. These individuals may appoint one or more delegates to assist in the day-to-day administration of the Contract and may provide to Contractor a written list of RRC delegates.

2.10.7 RESERVATION OF RIGHTS. In addition to any other rights specified elsewhere in this RFQ:

- a. RRC reserves the right to reject a Response that does not fully comply with the instructions and criteria outlined in this RFQ;
- b. RRC reserves the right to reject any or all Responses and call for new Responses if deemed by RRC to be in the best interest of RRC and/or the State of Texas;
- c. RRC reserves the right to select none, one, or more than one Response for Contract Award when RRC determines that such action would be in the best interest of RRC and/or the State of Texas.

2.10.8 ISSUANCE OF WORK ORDERS. Following contract award, RRC may issue work orders to one or more Vendors for competitive price bidding on one or more High H2S Well projects either listed in the initial scope of work in the Statement of Services or other High H2S Well projects arising thereafter. Selected Vendors have no obligation to submit a bid on a particular work order, but submitting a bid constitutes acceptance of the work order and any attached special terms and conditions.

PART III: TERMS AND CONDITIONS

3. The terms and conditions herein shall be fully incorporated into and constitute part of the RFQ and any resulting Contract. Respondent/Vendor shall comply, and Respondent/Vendor shall require all subcontractors of all tiers to comply, with the terms and conditions of the Contract. In the absence of express exclusion in whole or in part from the Response, all terms and conditions are deemed incorporated therein.

3.1 GENERAL TERMS AND CONDITIONS.

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

3.1.2 MISUNDERSTANDING OR LACK OF INFORMATION. Respondents must be thoroughly informed concerning all relevant facts, data, site conditions, and estimates required for the purpose of assembling a Response and concerning all difficulties that may be encountered in managing or operating a project under the Contract or a Work Order issued thereunder.

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

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

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

3.1.4 RIGHT TO AMEND, MODIFY, OR WITHDRAW THE RFQ. RRC reserves the right to alter, amend, or modify any provisions of the RFQ or to rescind, revoke, or withdraw the RFQ, in whole or in part, at any time prior to Contract award if such action is determined by RRC to be in the best interest of the State of Texas and/or RRC.

3.1.5 NO ALTERATIONS OR WITHDRAWALS OF RESPONSE AFTER DEADLINE. Responses may not be altered or amended after the Response due date and time specified in the RFQ. Any alterations made before the Response due date and time must be initialed by Respondent or Respondent's authorized agent. Responses submitted may not be withdrawn after submission deadline. However, upon receipt of Respondent's written request to withdraw their Response, RRC may, but not must, in its sole discretion approve the request to withdraw a Response.

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

3.1.7 BINDING EFFECT OF RESPONSE. Unless otherwise agreed in writing and signed by RRC, Respondent agrees to and is bound by the information and documentation provided with the Response. Upon award of Contract, negotiated prices shall remain fixed and guaranteed for the entire Contract period.

3.1.8 BINDING EFFECT OF CONTRACT. An awarded Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.

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

3.1.10 RESPONDENT COSTS. Respondent shall bear all costs and expenses associated with preparation and submission of a Response, including costs associated with travel to and attendance of pre-Response site visits, and submission of all required documents and all required copies of documents.

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

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

Copyrighted Responses are unacceptable and are subject to disqualification as nonresponsive; in addition, RRC reserves the right to disqualify any Response that asserts any copyright on any RRC forms designated by the RFQ as a form required to be submitted with Respondent's Response.

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

3.1.13 LIMITATION ON AUTHORITY, NO OTHER OBLIGATIONS. Vendor shall have no authority to act for or on behalf of the State of Texas and/or RRC except as expressly provided in the fully executed Contract. No other authority, power, or use is granted or implied. Vendor may not incur any debt, obligation, expenses, or liability of any kind on behalf of RRC or the State of Texas.

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

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

3.1.16 ORDER OF PRECEDENCE; PROHIBITED EXCEPTIONS.

3.1.16.1 ORDER OF PRECEDENCE. In the event of conflict between the RFQ and the Contract Documents, the following documents, in order of precedence, shall apply in resolving such conflicts:

- The Contract (including expressly identified, negotiated terms and conditions) and Amendments to the Contract, Purchase Orders, Work Orders and Change Notices (if any);
- The RFQ and Addenda (if any); and
- Vendor's Response.

3.1.16.2 PROHIBITED EXCEPTIONS. Unless expressly accepted in writing by RRC, the following exceptions within any Respondent's Response shall be rejected:

- Incorporation of laws of a state other than Texas;
- Any requirements for prepayment;
- Any limitations on RRC's remedies;
- Any requirements that RRC indemnify the Respondent;
- Any requirements that Respondent's documents control in case of conflicts;
- Any requirements that Respondent's documents control even if Respondent accepts or acknowledges the Contract;

- Any requirements to reduce or eliminate required insurance coverages, types, endorsements and limits; and
- Any disclaimer of warranties.

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

3.1.18 TIME LIMITS ENFORCED. Time is of the essence in the performance of this Contract. Vendor shall strictly comply with all deadlines, requirements, and standards of performance for this Contract and any Work Order issued thereunder and in execution of the work. Vendor acknowledges and accepts all time limits will be strictly construed and rigidly enforced.

3.1.19 CHANGES AND CHANGED CONDITIONS.

3.1.19.1 RRC's Authorized Representative may, in writing, order changes in the work within the general scope of the Contract or Work Order issued thereunder.

3.1.19.2 In event Vendor identifies Changed Conditions on a project site, Vendor shall not further proceed with work until Vendor has submitted a written notice of Changed Conditions to RRC's Authorized Representative and received from RRC's Authorized Representative an authorization to continue with work.

3.1.19.3 If Changed Conditions increase or decrease the cost of, or time required for performing, the work, Vendor shall assert a claim in writing prior to the making of final request for payment under the Contract, and RRC may issue a written equitable adjustment by change order. However, no adjustment shall be made in favor of Vendor unless Vendor has timely submitted written notice of Change Conditions and written assertion of claim in conformance with the terms of the Contract. Notwithstanding the foregoing, in absence of a written notice of Changed Conditions having been timely submitted by Vendor, RRC in its sole discretion may waive the requirement therefore and approve Vendor's claim. In the event RRC and Vendor cannot agree upon an equitable adjustment, the dispute shall be decided pursuant to the dispute resolution process contained within the terms and conditions of the Contract.

3.1.19.4 It is recognized and agreed to by RRC and Vendor that information provided within the RFQ, including specifications, attachments and addenda, if any, may not be complete or free from errors, omissions and imperfections, or that the information may require changes or supplementation in order for the work to be completed to the satisfaction of RRC. Accordingly, it is the express intention of RRC and Vendor, notwithstanding any other provisions in the Contract, that any errors, omissions or imperfections in such specifications, exhibits to the RFQ, and addenda, if any, or any changes in or supplementation to same or to a Work Order issued by RRC and any resulting delays in the work or increases in Vendor's costs and expenses arising out of such errors, omissions or imperfections shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Vendor, whether for breach of Contract or otherwise; provided, however, that RRC shall be liable to Vendor for the sum stated to be due Vendor in any change order approved and signed by both RRC and Vendor, it being agreed hereby that such sum, together with any extension of time contained within the approved change order, shall constitute full compensation to Vendor for all costs, expenses, and damages to Vendor as permitted under Texas Government Code Chapter 2260.

3.1.20 CONTRACT COMPLETION AND LIQUIDATED DAMAGES.

3.1.20.1 Performance Period. The performance period for work under a Work Order or Purchase Order arising under the Contract shall commence on the date stated within the NTP issued from RRC to the Vendor, and all work under the Work Order or Purchase Order shall be completed not later than specified within the Work Order or Purchase Order.

3.1.20.2 Liquidated Damages Value. RRC has determined that the completion of the work under a Work Order or Purchase Order arising under the Contract is critical to abate the hazards of High H2S Wells and remove the threat of pollution in Texas in accordance with RRC's mission. Vendor's failure to complete any work within the required time of a Work Order or Purchase Order will cause damage to RRC and operations related to well plugging efforts. Since exact damages are difficult to determine or forecast, *the sum of Five Hundred Dollars (\$500.00) per calendar week per incomplete Work Order* is hereby

established by the Parties as a reasonable estimate of just compensation to RRC for failure of Vendor to complete work specified by the date set forth in writing within the Work Order or Purchase Order or a written, authorized extension thereto. In event RRC deems liquidated damages are necessary and appropriate, the total sum of liquidated damages shall be deducted from the money due or to become due to Vendor, not as a penalty, but as liquidated damages and added expense including administrative and inspection costs for each and every calendar day the work or any portion thereof remains incomplete after the expiration of the performance period set forth within the NTP issued from RRC to Vendor or a written, authorized extension thereto. Liquidated damages may be levied on a future work order if it is discovered that past Services were not performed in a workmanlike manner and Vendor does not correct the problem within seven (7) calendar days. *Notwithstanding the foregoing, liquidated damages will not be assessed to the Vendor on account of delays solely caused by extreme weather such as hurricanes, tornadoes, flash floods, and winter storms. Vendor shall be responsible for notifying the RRC when such delays occur.*

3.1.20.3 Calculation of Liquidated Damages. Charges for liquidated damages will begin accumulating on the first calendar day following the final completion date set forth within the NTP issued from RRC to Vendor or a written, authorized extension thereto, and continue until the date of actual, final completion as established by RRC. Final completion of the Contract will not be issued until all required work under the Contract has been verified by RRC's Authorized Representative as complete.

3.1.21 ASSIGNMENTS AND SUBCONTRACTORS. Respondent/Vendor shall not assign its rights, or delegate the performance of Vendor's duties, under the Contract without prior written approval of RRC. Any attempted assignment in violation of this provision is void and without effect.

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

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

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

- Respondents planning to subcontract all or a portion of the work to be performed under this Contract shall identify each proposed subcontractor on the HSP form (see **RFQ ATTACHMENT 4: HUB SUBCONTRACTING & APPENDIX A Prime Contractor Progress Assessment Report (PAR)**);
- Subcontracting shall be at Vendor's expense;
- RRC retains the right to review any subcontractor's background and approve or reject the use of Vendor's proposed subcontractors;
- Vendor shall be the only Vendor for RRC for the Contract. Vendor shall manage Vendor's subcontractors, if any. Vendor shall provide contact information, including mobile phone number and email address, of Vendor's designated point of contact to which RRC and Vendor's subcontractors shall submit any inquiries.

3.1.22 PAYMENTS TO VENDOR. Vendor shall submit by email to RRC's designated point of contact all requests for payment. Payment requests shall be submitted upon Respondent's completion of and RRC's acceptance of work. When submitting request by email, Vendor shall include as attachments to the email Vendor's invoice, all additional documents required by Contract, and applicable to the payment request. Each Vendor's invoice shall reflect a single Contract and all and only services related thereto which have been delivered, inspected, tested, evaluated, and accepted by RRC within the Contract performance period concluding on the invoice date.

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

day after the date the subcontractor receives the payment. Vendor's compliance with this provision shall be strictly enforced by RRC. RRC reserves the right to request evidence of Vendor's compliance, and evidence of Vendor's subcontractor's compliance with this condition of the Contract.

3.1.22.2 Final Payments. Upon Respondent's completion of all final, not previously invoiced, work, and upon RRC's acceptance thereof, Vendor shall submit a properly prepared invoice as Vendor's request for final payment under the Contract. Upon Vendor's submittal of a properly prepared, itemized invoice accompanied by all additional documents required by Contract, final payment may be made by RRC in accordance with Texas Government Code Chapter 2251. Vendor's final payment request shall reflect value for 100% of the value of work performed by Vendor and accepted by RRC, but not previously invoiced by Vendor, and shall include invoicing for all retainage, if any, previously withheld and not released under the Contract. Vendor shall clearly designate an invoice as final, and clerical errors excepted, payment on a final invoice shall operate as a full accord and satisfaction of all claims to payment associated with a work order to the benefit of RRC. Additional charges associated with a work order submitted after RRC renders payment on a final invoice shall be treated as already satisfied and discharged.

3.1.22.3 INVOICE REQUIREMENTS. Invoices for services performed or goods delivered during a month shall be due no later than the third (3rd) day of the following month (e.g. invoices for well plugging services performed on April 4th shall be submitted to RRC by May 3rd.). Notwithstanding the foregoing, invoices for services performed or goods delivered during the last week of a month shall not be due until the tenth (10th) day of the following month.

Vendor's invoice must clearly reflect the following:

- RRC Contract Number, Work Order, and Purchase Order number (as applicable);
- RRC bill to information;
- Vendor name;
- Vendor address;
- Vendor remit payment to information;
- Texas Vendor Identification Number assigned by Texas Comptroller of Public Accounts;
- Invoice date;
- Invoice number (may not be duplicate invoice number from prior invoice submitted);
- Date(s) of delivery of services and/or goods;
- Invoice total;
- Invoices should be emailed to invoices@rrc.texas.gov and jesse.herrera@rrc.texas.gov; and
- Vendor's invoices submitted to and received by RRC, but which fail to conform to all invoice requirements stipulated within the Contract Documents will be returned to Vendor unpaid or will be held by RRC until all requirements for submittal of revised invoice and/or additional documents required by the Contract are satisfied.
- For invoices which fail to conform to all invoice requirements stipulated within the Contract, the Vendor shall be entitled to three (3) business days to correct and resubmit the invoice, after which the administrative surcharges listed below will apply.
- Late invoices will be assessed an administrative surcharge of twenty dollars (\$20.00) per day, which shall be deducted from payment due pursuant to the invoice. The maximum administrative surcharge due shall be capped at two-thousand dollars (\$2,000.00). A pattern of multiple late invoices shall be reflected in a report filed with the Comptroller's Vendor Performance Tracking System.
- Invoices for a previous fiscal year may not be honored if submitted more than sixty (60) days after the start of the next state fiscal year every September 1st. Appropriations are made by fiscal year, and funds may not exist to pay an out of date invoice. Late invoices submitted after the start of a new fiscal year may be honored only if funds from the previous fiscal year are available.

3.1.22.4 AUTHORIZATION OF PAYMENT. Prior to authorizing payment to Vendor, RRC shall evaluate Vendor's performance in accordance with Contract requirements.

3.1.22.5 NON-REIMBURSABLE ITEMS. RRC will not reimburse for travel, meals, lodging, or other related expenses unless specifically provided for under the Contract and pre-approved in writing by both the RRC Authorized Representative and RRC Contract Manager assigned to the Contract. In such an event, costs will be invoiced to RRC based on actual expenses, and RRC shall not be liable for reimbursement

of expenses that (i) were not preapproved in writing by RRC, or (ii) exceed the current State Travel Regulations. Vendors are required to provide receipts to validate invoicing. State Travel Reimbursement Rates may be found at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>.

Vendors shall note: RRC shall not reimburse for travel, meals, lodging, or other related expenses that may be reasonably anticipated as part of the Contract or a Work Order issued thereunder. Vendors shall not be reimbursed for travel, meals, lodging, or other related expenses that are reasonable and ordinary in the course of delivery of High H2S Well Plugging and Related Services.

Additionally, RRC will not reimburse for the purchase of any goods used for providing Services in excess of the amount that Vendor actually paid for the goods.

3.1.22.6 NO PREPAYMENTS. RRC will not prepay for any services provided to RRC by Vendor in performance of services or work under the Contract. RRC shall not make down payments, deposits, pay advances, advance deposits, or any other payments that are not made specifically for properly documented completed services approved for payment by and satisfactorily provided to RRC.

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

3.1.23 RECORDS MAINTENANCE, RETENTION, AND AUDIT. Respondent shall maintain and retain all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Respondent for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

Respondent shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Respondent pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Agency and the State of Texas.

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

3.1.24 INDEMNIFICATION.

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

GENERAL. VENDOR AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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

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

3.1.25 INFRINGEMENT: PATENT, TRADEMARK, COPYRIGHT, AND OTHER INTELLECTUAL PROPERTY.

3.1.25.1 CLAIMS. RESPONDENT SHALL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF TEXAS AND RRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, SERVICEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL, INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RESPONDENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) RRC'S AND/OR RESPONDENT'S USE OF OR ACQUISITION OF ANY SERVICES OR OTHER ITEMS PROVIDED TO RRC BY RESPONDENT OR OTHERWISE TO WHICH THE STATE OF TEXAS AND/OR RRC HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THIS CONTRACT. RESPONDENT AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, RESPONDENT WILL REIMBURSE AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF AGENCY'S COUNSEL.

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

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

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

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

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

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

3.1.27.2 All insurance policies for required coverage must be issued by companies authorized to do business in, and under the laws of, the State of Texas. Certificates of insurance shall be issued on a form approved by the Texas Department of Insurance and be satisfactory to RRC. Certificates of insurance shall specify and/or set forth the following:

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

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

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

3.1.27.5 Minimum Contractually Required Insurance Types and Coverage:

Insurance Type	Each Occurrence/Aggregate Limits
<u>Workers' Compensation</u>	Within statutory limits/Texas Workers' Compensation Act.
<u>Employer's Liability</u>	\$1,000,000 Each Accident
Bodily Injury by Accident	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
<u>Commercial General Liability</u> Includes liability arising out of all locations and operations of Vendor, including but not limited to liability assumed under this Contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limits of liability.	<u>Bodily Injury and Property Damage</u> \$3,000,000 Each Occurrence/\$3,000,000 General Aggregate \$2,000,000 Product-Completed Operations Aggregate \$3,000,000 Personal Injury and/or Death of Persons \$75,000 Medical Expense each person
<u>Commercial Umbrella</u>	\$1,000,000 Each Occurrence/\$1,000,000 General Aggregate
<u>Excess Liability</u>	\$1,000,000 Each Occurrence/Person

****At RRC sole discretion, higher limits may be required based on complexity of WO/Project****

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

3.1.28 TERMINATION AND CANCELLATION. The Contract may be terminated, canceled, or cancellation of services may occur, in whole or in part, in any one or more of the following circumstances:

3.1.28.1 TERMINATION OR CANCELLATION FOR CONVENIENCE.

- **Mutual Agreement.** Upon the mutual written agreement of RRC and Vendor, the Contract may be terminated or canceled.
- **RRC Cancellation upon Thirty (30) Days' Notice.** RRC may in its sole discretion terminate, cancel the Contract, or cancel specific services of the Contract with thirty (30) calendar days' written notice to Vendor.

3.1.28.2 TERMINATION OR CANCELLATION FOR CAUSE.

- **Breach of Material Term.** Either party may, upon giving thirty (30) calendar days' written notice identifying specifically the basis of such notice, terminate the Contract for breach of a material term or condition of the Contract, provided the breaching party must not have cured such breach within the thirty (30) calendar days' period. In the event of such termination, Vendor will be paid for all services accepted prior to the date of the termination. No additional charges or fees will be assessed to RRC for the termination or cancellation.
- **Vendor Nonperformance.** If Vendor defaults on the Contract after award has been made, RRC reserves the right to cancel the Contract without notice and either reissue the RFQ or award the Contract to the next qualified, responsive and responsible Vendor offering the best value to the state as determined by RRC. In such event, the defaulting Vendor will not be considered for award for any Contract arising under the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work differ substantially from the work and/or services under the Contract on which Vendor defaulted. The length of any period of

- suspension shall be determined by RRC based on the seriousness of the default. In the event of nonperformance default, Vendor shall remain liable for all covenants and indemnities under the Contract. Vendor shall be liable for all costs and expenses, including any attorneys' fees and court costs, incurred by RRC with respect to the enforcement of any remedies listed herein.
- **Bankruptcy.** Upon the filing of a petition for bankruptcy, or upon the judgment of bankruptcy or insolvency by or against Vendor, RRC may terminate the Contract for cause without notice. Such termination shall be effective upon the date of such filing or upon the date of judgment.
 - **Availability of State Funds, Legislative Action, Necessity of Performance.** The Contract is subject to termination or cancellation, without penalty to RRC, either in whole or in part, subject to the availability of state funds.
 - **Legal Remedies and Damages from Breach of Contract.** RRC expressly reserves all legal remedies to which it may be entitled to collect and all damages directly or indirectly resulting from breach of contract by Vendor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of Vendor. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason and RRC expressly waives no such rights or remedies.
 - **Substitution of Services.** In the event of RRC's termination or cancellation of the Contract for cause, RRC may procure, upon such reasonable terms and in such manner as RRC deems appropriate, substitute services similar to services terminated or canceled. Vendor shall be liable to RRC for any excess or additional costs incurred by RRC in acquiring such services plus court costs and attorneys' fees. RRC's recovery of costs under this section is in addition to any other remedies available to RRC under the Contract and/or under applicable law.

3.1.28.3 MISCELLANEOUS TERMINATION PROVISIONS.

- **Recovery of Funds.** RRC reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to RRC under the Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at Vendor's request or if termination or cancellation is for cause. This right is in addition to any other remedies available to RRC under the Contract or under applicable law. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason, and RRC expressly waives no such rights or remedies.
- **Notice of Termination or Cancellation Delivery.** Any termination by RRC of the Contract which requires written notice may be accomplished by RRC's delivery to Vendor of a notice of termination or cancellation specifying that the Contract is terminated or canceled.

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

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

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

- Accumulation of vacation or sick leave, or
- Unemployment compensation coverage provided by the state.

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

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

3.1.33 DISPUTE RESOLUTION. Disputes arising under the Contract shall be resolved in accordance with the dispute resolution process provided in Texas Government Code Chapter 2260 and in accordance with 16 Texas Administrative Code Chapter 20, Subchapter A, Division 2. Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by RRC nor any other conduct of any representative of RRC relating to the Contract shall be considered a waiver of sovereign immunity to suit.

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

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

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

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

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

3.1.39 CONFIDENTIAL INFORMATION; PUBLIC INFORMATION ACT DISCLOSURES. Information, documentation, and other material in connection with this Solicitation or any resulting Contract may be subject to public disclosure pursuant to Texas Government Code Chapter 552 (the "Public Information Act"). In accordance with Texas Government Code §2252.907, Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Specific forms acceptable to RRC include MS Word®, MS Excel®, and *.pdf files.

3.1.40 DISASTER RECOVERY PLAN. Upon request of RRC, Respondent shall provide to RRC the descriptions of Respondent's business continuity and disaster recovery plans.

3.1.41 PUBLIC DISCLOSURE. Respondent shall not use RRC's name, logo, or other likeness in any press release, marketing material, or other announcement without prior written approval of RRC. RRC does not, and shall not, endorse any Respondent, vendor, commodity, or service. Respondent shall not, and is not authorized to, make or participate in any media releases or public announcements pertaining to the Solicitation, a contract arising from this RFQ, the Response, or the services to which they relate with RRC's prior written consent, and then only in accordance with explicit written instructions from RRC.

3.1.42 ENTIRE CONTRACT AND MODIFICATION. The Contract and its integrated attachment(s) constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Unless an integrated attachment to the RFQ and Contract expressly states a mutual intent to amend a specific article, section, item, term, or condition of the RFQ and/or Contract, general conflicts in language between any attachment and the RFQ and Contract shall be construed in favor of the terms and conditions of the RFQ and Contract. Unless expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to the RFQ and Contract shall be binding upon the parties unless the same is in writing and signed by all Parties through an authorized representative of each Party with authority to bind the Party to the Contract.

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

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

3.1.45 RESPONDENT'S STATEMENTS AND COVENANTS REQUIRED. Respondents must sign and return the *Respondent's Statements and Covenants* form (see **RFQ ATTACHMENT 2**) which shall be part of Respondent's Response and shall be fully incorporated by reference and constitute part of the Contract if awarded to Respondent. Failure to include a signed *Respondent's Statements and Covenants* form shall result in a Response being deemed nonresponsive and ineligible for Contract award.

3.2 SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO RFQ No. 455-25-1010.

3.2.1 Federal Funds. Work Orders issued under a Contract arising from this RFQ may be funded with federal dollars, including grant dollars. Respondents shall note the following:

3.2.1.1 Federal Forms. A Work Order issued under a Contract arising from this RFQ may, be funded with federal dollars, including but not limited to grant dollars. A Work Order funded with federal dollars shall require, as applicable, completion of required federal forms and compliance with federal statutes, rules, and regulations.

3.2.1.2 Flow down terms and conditions. Work Orders issued under a contract arising from this RFQ may, but not shall, be funded by grant dollars received by RRC from agreements between RRC and the U.S. government. Such agreements shall have certain applicable federally funded contract provisions ("Flow Down Terms and Conditions") that will be required to be made part of any agreement, Work Order, or Purchase Order issued by RRC for work funded using federal dollars. By submitting a response to this RFQ, Respondent acknowledges understanding that in order to receive a Work Order funded by federal dollars, Respondent shall be provided opportunity to review any applicable agreement and any applicable Flow Down Terms and Conditions prior to negotiation of the Work Order and, if accepting of the applicable Flow Down Terms and Conditions, Vendor shall fully comply with the requirements thereof.

- 3.2.1.3 Contractor Responsibility for Subcontractors.** An awarded vendor is responsible for ensuring the compliance of subcontractors with any federal terms and conditions that flow down to subcontractors. Therefore, a default by a subcontractor on any federal terms and condition may be considered a default by the awarded vendor, unless the defect can be cured and is cured immediately after discovery. Awarded vendor shall exercise reasonable supervision of subcontractors. Examples of curing defective compliance by a subcontractor may include suspending a subcontractor, withholding payment to a subcontractor, setting up a compliance plan and enforcing it, or in the case of repeated noncompliance or a serious case of noncompliance, firing a noncompliant subcontractor.
- 3.2.1.4 Annual Davis-Bacon Act Wage Determination Amendments.** As a condition of any potential Contract renewal under current federal regulations and for the purpose of complying with federal financial assistance terms and conditions, Davis-Bacon Act wage determinations must be updated annually and incorporated into any Contract issued hereunder. Vendor agrees that any annual Contract renewal options shall be governed by the latest applicable Davis-Bacon wage determinations issued by the Department of Labor.
- 3.2.2 Electrical Items.** All electrical items (if required under a Work Order) shall meet all applicable OSHA standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers' Association (NEMA).
- 3.2.3 Prohibited Use of State Property.** Respondent is prohibited from using State Property for any purpose other than performing High H2S Well Plugging and Related Services authorized under the Contract. State Property includes, but is not limited to, RRC's office space, identification badges, RRC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any RRC issued software, and the RRC Virtual Private Network (VPN client)), and any other resources of RRC.
- 3.2.4 Vendor's Identification of Key Personnel.** Upon request of RRC and prior to start of any work related to such request, Vendor shall provide to the requesting RRC Authorized Representative a list of Vendor's personnel, including subcontractors, who shall be assigned to a project management, site management, and/or operations management role and/or such other assignments to critical activities ("Key Personnel Roles"). Vendor's list shall include, at a minimum, identification of Vendor's senior staff within the following types of roles: Project Manager, Site Manager, Operations Manager.
- 3.2.4.1** Upon receipt of written approval of Vendor's list under this article, Vendor shall not reassign, transfer, or delegate any Key Personnel Roles, responsibilities, tasks or duties under the Work Order without prior written approval of the RRC Authorized Representative.
- 3.2.4.2** Vendor solely shall be responsible for ensuring, throughout Contract Term, that Vendor's personnel, including subcontractors, that are assigned to a Key Personnel Role, shall meet all minimum qualifications, certifications, licenses, and experience required by the Solicitation and Contract Documents and federal, state, and local laws, rules, regulations, and ordinances.
- 3.2.4.3** In event Vendor receives written approval from RRC to replace any personnel assigned a Key Personnel Role, Vendor shall ensure replacement of the personnel shall be with a qualified individual with equal or better qualifications of the previously approved Vendor personnel and at no additional cost to RRC.
- 3.2.5 Enhanced Contract Monitoring.** RRC has determined any contract resulting from this RFQ may require enhanced monitoring for performance and compliance with the Contract terms and conditions. Vendor receiving a Contract award resulting from this RFQ shall be subject to applicable performance evaluation standards described within **RFQ ATTACHMENT 7: PERFORMANCE EVALUATION STANDARDS**.

ATTACHMENTS

Attachment 1	Statement of Services
Attachment 2	Respondent's Statements and Covenants
Attachment 3	Respondent's Qualifications Statement Form
Attachment 4	HUB Subcontracting Plan & Appendix A Prime Contractor Progress Assessment Report (PAR)
Attachment 5	Sample Equipment List and Specifications & Appendix A Rate Submission Sheets
Attachment 6	Sample RRC Contract
Attachment 7	Performance Evaluation Standards
Attachment 8	Federal Terms and Conditions
Attachment 9	Federal Forms: Federally Funded Work Orders
Attachment 10	Guidance on Adhering to Federal Terms and Conditions

STATEMENT OF SERVICES

1. STATEMENT OF SERVICES

Vendor shall deliver and provide all labor, materials, equipment, tools, incidentals, and Services necessary to deliver well plugging and abandonment services for High H2S Wells within the geographic boundaries of Oil and Gas Division Districts 1,5 & 6 (see **RFQ ATTACHMENT 1: Appendix A**), including but not limited to services detailed under *Section 2. Services to be Performed* for the RRC. All work under the Contract shall be performed in accordance with applicable RRC Statewide Rules, federal and state statutes, regulations, and rules, the specifications within this SOS and any Work Order issued under the Contract, and all terms and conditions of the Contract.

Services shall consist of an initial scope of work listing High H2S wells that RRC is currently prioritizing. However, RRC may have additional High H2S Well projects that will be identified first by subsequent work order.

Respondent shall submit a statement of qualifications for applicable services listed in Section 2. Services to be Performed of this solicitation (See **Section 2.9.3 EXPERIENCE AND QUALIFICATIONS (TAB C)**). Respondent must demonstrate proven experience in providing High H2S well plugging and abandonment services in its statement of qualifications.

2. SERVICES TO BE PERFORMED. Under the direction of RRC staff, all High H2S Wells plugged under the Contract shall be plugged in accordance with all applicable federal, state, and local laws, rules, regulations, codes, and policies, including RRC Statewide Rules. Vendor shall also evaluate each wellhead and repair it if applicable. Vendor shall be responsible for furnishing to and provide training to its personnel and contractors all necessary H2S safety equipment, closed loop flowback equipment, and a flare system. Additionally, specifications related to well plugging under the Contract include, but may not be limited to, the following:

- 2.1 All cement for plugging shall be an approved API oil well cement without volume extenders and shall be mixed in accordance with API standards.
- 2.2 Mud-laden fluid of at least 9-½ pounds per gallon with a minimum funnel viscosity of 40 seconds shall be placed in all portions of the well not filled with cement or other alternate material as approved by the director or the director's delegate. The hole shall be in static condition at the time the cement plugs are placed.
- 2.3 Cement plugs shall be set to isolate each productive horizon and usable quality water strata.
- 2.4 Cement plugs shall be placed by the circulation or squeeze method through tubing or drill pipe.
- 2.5 All cement plugs, shall have sufficient slurry volume to fill 100 feet of hole, plus 10% for each 1,000 feet of depth from the ground surface to the bottom of the plug.
- 2.6 A cast iron bridge plug may be placed immediately above each perforated interval, provided at least 20 feet of cement is placed on top of each bridge plug. A bridge plug shall not be set in any well at a depth where the pressure or temperature exceeds the ratings recommended by the bridge plug manufacturer.
- 2.7 For onshore or inland wells, a 10-foot cement plug shall be placed in the top of the well, and casing shall be cut off three feet below the ground surface.
- 2.8 De-water and backfill all pits and contour the location to discourage pooling of surface water around the well site.
- 2.9 Dispose of plugging-related fluids at an RRC authorized disposal facility.

3. WORK ORDER PROCESS.

Respondents awarded a Contract arising from this RFQ shall be subject to RRC's Work Order process for work required under the Contract.

- 3.1 RRC shall submit to Contractor a Work Order request which shall include a scope of work to be performed for one or more tasks listed in *Section 2. Services to be Performed* at one or more sites specified within the Work Order.
 - 3.1.1 A Work Order request may include well plugging services to be delivered for either one well or multiple wells similar in plugging requirements and location, grouped by lease and identified by plug code.

- 3.1.2** Each Work Order request shall include available information related to well plugging requirements, GPS coordinates and /or driving instructions for each lease, and a map indicating location of each well to be plugged under the Work Order.
- 3.2** Within the number of days specified within a Work Order request, Vendor shall complete and return information requested by RRC, including applicable pricing for all work required to deliver all Services necessary to complete the Work Order.
 - 3.2.1** At sole discretion of RRC, Contractor's failure to return to RRC the information requested within the required days specified within the proposed Work Order request may result in RRC retracting the Work Order request from Vendor and submitting to another Vendor some or all Services specified within the Work Order request.
- 3.3** RRC shall review the Contractor's response to the Work Order request to determine whether the response is fair and reasonable, negotiating if necessary any unacceptable terms and conditions of the Work Order, until the RRC and Vendor enter into written acceptance of the Work Order or formally end negotiations between RRC and the Vendor for that Work Order.
- 3.4** Upon Vendor's written acceptance of a Work Order, RRC shall issue a written NTP for Services to be delivered in accordance with the Work Order.
 - 3.4.1** Contractor shall not commence work under a Work Order prior to receipt of RRC's written NTP to Vendor for the Work Order.
 - 3.4.2** Upon receipt of RRC's written NTP, Vendor shall promptly commence performance of the Services in accordance with the Work Order and work schedule specified therein.
 - 3.4.3** Vendor shall prosecute all work with sufficient diligence to ensure timely completion of all Services to be delivered under the Work Order.
 - 3.4.4** At least 24 hours prior to scheduled completion deadline applicable to a Work Order, Vendor may submit to the RRC Authorized Representative a written request for an extension to the deadline.
 - 3.4.5** It is the sole discretion of RRC to approve any requested extension to a deadline. RRC shall issue approved extensions in writing to Contractor. Only extensions authorized by RRC in writing shall be honored by RRC as acceptable delay to a Work Order.
 - 3.4.6** Should a Vendor fail to perform by the extended deadline, RRC reserves the right to unilaterally revoke the Work Order and/or terminate the Contract.
 - 3.4.7** In the event of Work Order revocation and/or Contract termination under this provision, RRC may award the Work Order and/or Contract to the next qualified Vendor offering the best value to the state as determined by RRC.

4. WORK SCHEDULE.

TIME IS OF THE ESSENCE AND IS AN ESSENTIAL ELEMENT OF THE CONTRACT.

- 4.1** Within three (3) calendar days of Contractor's receipt of RRC's written NTP applicable to a Work Order, Contractor shall mobilize all necessary equipment, materials and personnel to one or more well sites in accordance with the Work Order. The Vendor shall remain on the job until the RRC Authorized Representative has deemed plugging operations required on all wells included in the Work Order have been completed, brought into compliance with RRC Statewide Rules, or RRC has deemed the wells properly plugged.
 - 4.1.1** Failure of Contractor to comply with requirements of the RRC Authorized Representative under this section may result in Contractor performance being deemed unsatisfactory and/or insufficient to ensure plugging of a well or completion of the work under the Work Order within the time specified. In such an event, RRC may terminate Contractor's right to proceed with the work, or any separable part of the work, in accordance with default terms of the Contract.
 - 4.1.2** Contractor shall diligently conduct work during daylight hours, daily, Monday through Friday, weather permitting. Any alterations to the work schedule shall be submitted by Contractor to the RRC and must be approved in writing by RRC's Authorized Representative prior to the Contractor's change in the work schedule. At RRC's discretion, Saturdays and Sundays may be considered working days.
 - 4.1.3** Contractor shall not perform any work without authorization of RRC's onsite Authorized Representative. Any work performed by Contractor without prior written authorization from RRC's Authorized Representative and without presence of an RRC onsite Authorized Representative shall be deemed undertaken and performed at Contractor's risk of rejection of work and/or subject to

Contractor's sole responsibility for all costs associated with work necessary to repair or improve work rejected by RRC.

4.2 Contractor shall prepare and submit a daily work report to RRC's onsite Authorized Representative at the end of each workday or prior to start of the subsequent workday.

4.2.1 The daily work report shall be in a format designated by RRC's Authorized Representative and shall include, but is not limited to, the following information:

- a. A brief description of the well activities performed for the day; and
- b. As applicable, the cost associated with the well plugging activities and a daily cost; and
- c. The name of any subcontractors used that day; and
- d. 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) receiving the waste that day; and
- e. Service provider name and RRC permit number of waste hauler used that day.

4.2.2 Failure of Contractor to comply with requirements of the RRC Authorized Representative under this section may result in Vendor performance being deemed unsatisfactory and/or insufficient to ensure completion of the work under the Contract or Work Order within the time specified in the Contract or Work Order. In such an event, RRC may terminate Contractor's right to proceed with the work, or any separable part of the work, in accordance with Contract terms and conditions.

5. VENDOR RESPONSIBILITIES.

Vendor shall be solely responsible for performance of all work required under the Contract and any Work Order issued thereunder, including but not limited to the following Vendor tasks:

5.1 Contractor shall determine and provide all labor, materials, equipment, incidentals, and services, including coordination and supervision of Contractor's staff and subcontractors and all staff and subcontractor work activities, necessary to access the well locations, properly plug the wells, and restore disturbed areas in accordance with all terms, conditions, and specifications of the Contract and any Work Order issued thereunder.

5.1.2 Contractor's right of entry and access to lease(s) and well(s) shall be coordinated by the RRC.

5.2 Contractor shall appropriately measure the H2S levels at the worksite each day and clearly mark a radius of safe exposure around the site with a sign at the four cardinal directions around the High H2S Well. The signs shall be in conformity with Statewide Rule 36 if not already present.

5.3 Contractor shall prepare an H2S contingency plan in conformity with Statewide Rule 36 prior to performing any Services pursuant to a work order. RRC shall review the H2S contingency plan and either approve or reject the plan. Work shall not commence on a work order until RRC has approved the H2S contingency plan.

5.4 Contractor shall plug all wells in accordance with plugging procedures approved by the RRC and in accordance with applicable RRC Statewide Rules.

5.5 Contractor shall obtain written approval of the RRC Authorized Representative prior to making or commencing with any changes to an approved plugging procedure and/or Work Order.

5.6 Contractor shall schedule and manage resources to ensure safe and efficient plugging operations.

5.7 Contractor shall maintain all appropriate training, licenses, permits, certifications, and registrations applicable to performance of work and delivery of Services throughout the lifetime of the Contract. Vendor shall conduct daily onsite safety meetings prior to Contractor commencing field work. Contractor's safety meetings shall include, at a minimum, a review of safety protocols and procedures applicable to the day's work and discussion of Contractor's work plan for that day.

5.8 Contractor shall maintain a safe work environment and ensure Contractor's staff and any subcontractors comply with all applicable safety laws, rules, policies, and standards including but not limited to those put forth by the U.S. Department of Labor Occupational Safety and Health Administration ("OSHA").

5.8.1 Contractor shall ensure all Contractor's personnel, including subcontractors, observe prudent safety practices, including but not limited to the use of steel toe boots, hard hats, gloves, eye protection, hearing protection, safety vests, and other personal protective equipment appropriate to the workplace and hazards of the project and in accordance with OSHA and industry accepted standards.

5.9 Contractor shall provide to the RRC Authorized Representative (at District office) a completed and signed *Form W-3, Plugging Record* for each well plugged by Contractor.

5.10 Contractor shall invoice RRC in accordance with the terms and conditions of the Contract

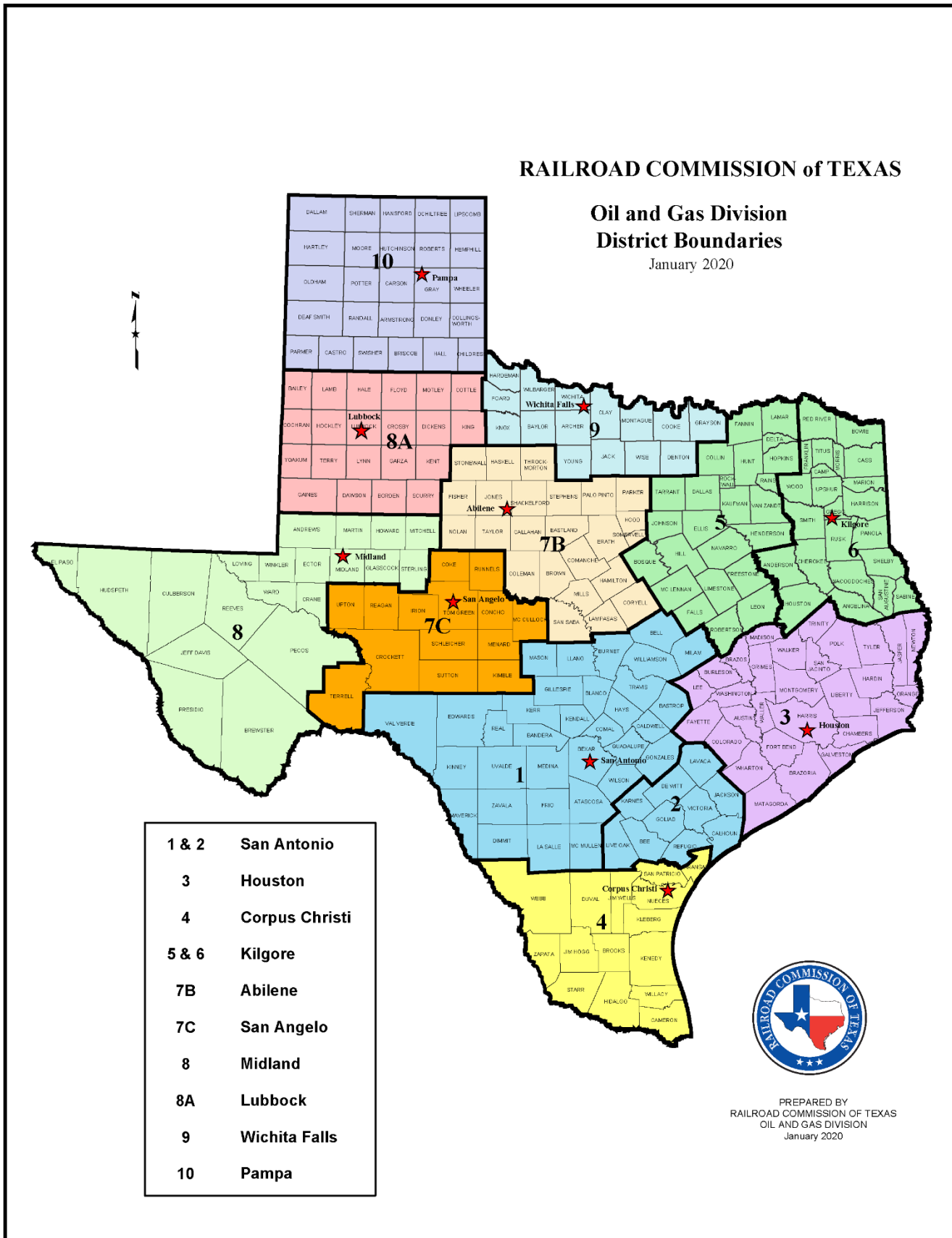
6. INITIAL SCOPE OF WORK.

6.1. The Services to be performed under this Solicitation shall include the following High H2S Wells constituting the initial scope of work. More details will be provided to awarded Vendors in subsequent work orders, but the information provided in the table below is included to establish reasonable expectations for prospective respondents.

Table of High H2S Wells

District	API Number	Lease Number	Well Number	Bonded Depth	Field Name	County	100 ppm Radius of Exposure	500 ppm Radius of Exposure	Max (PPM) Concentrations
05	21330214	081927	2	12950	EUSTACE (SMACKOVER)	HENDERSON	1295	529	370,000
05	37930156	240268	3	12600	GINGER, S.E. (SMACKOVER)	RAINS	5091	2327	293,050
05	46701051	033853	1	12864	EDGEWOOD, NE. (SMACKOVER)	VAN ZANDT	820	375	158,550
06	03730258	13801	1	8690	REDWATER (SMACKOVER)	BOWIE	1770	809	150,000
06	03730307	13801	2	8791	REDWATER (SMACKOVER)	BOWIE	1770	809	150,000
06	03730276	13801	1WI	9300	REDWATER (SMACKOVER)	BOWIE	1770	809	150,000
06	03730202	086181	2	8880	MAUD (SMACKOVER)	BOWIE	1099	502	70,000
05	46730085	059500	1	12615	FRUITVALE (SMACKOVER)	VAN ZANDT	744	340	65,048
06	03700190	059057	1	8800	MAUD (SMACKOVER)	BOWIE	998	456	60,000
06	03730343	253735	1ST	8615	BESSIE "T" (SMACKOVER)	BOWIE	6752	3806	59,070
05	22330477	03777	1	9661	SANTA FE SPINDLETOP (SMACKOVER)	HOPKINS	483	221	50,212
06	03700175	042747	1	8829	MAUD (SMACKOVER)	BOWIE	774	354	40,000
05	28931638	232484	1	16000	BRANTON, W. (COTTON VALLEY LIME)	LEON	384	176	17000
05	28931594	257350	1	16700	BEAR GRASS (COTTON VALLEY CONS)	LEON	95	43	3000
05	37930126	119833	1	13382	LEATHERMAN CREEK (SMACKOVER)	RAINS	24	0	202

APPENDIX A: RRC OIL & GAS DIVISION DISTRICTS MAP



RESPONDENT'S STATEMENTS AND COVENANTS

By signature hereto, Respondent makes and agrees to the following certifications, covenants, representations, statements, and warranties, as applicable:

1. The provisions in **RFQ No. 455-25-1010** apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or who otherwise are interested in the RFQ or the Contract arising therefrom.
2. Respondent certifies Respondent's intent to furnish the requested goods and/or services at the prices quoted in its Response, and notwithstanding any disclaimers in Respondent's Response and notwithstanding any other provision of the RFQ or the Contract to the contrary, Respondent warrants and guarantees that all goods and services shall meet all specifications of the Contract.
3. Respondent certifies Respondent's prices include all costs of Respondent in providing the requested items that meet all specifications of this RFQ, and that its prices will remain firm for acceptance for a minimum of one hundred eighty (180) calendar days from deadline for submission of Response or issuance of Work Order.
4. Each of Respondent's employees, including replacement employees hired in the future, shall possess the qualifications, education, training, experience, and certifications required to perform the services in the manner required by the RFQ.
5. Respondent represents and warrants that Respondent's provision of goods and/or services, or other performance under the Contract, will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
6. Pursuant to Texas Government Code Section 2155.003, Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Respondent represents and warrants that RRC's payments to Respondent and Respondent's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code §§556.005 or 556.0055.
8. Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171. In addition, if Respondent is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies:

Vendor certifies that it holds a permit issued by the Texas Comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.
9. Respondent represents and warrants that Respondent shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Respondent and Respondent's employees. RRC shall not be liable for any taxes resulting from this Contract.
10. Respondent represents and warrants that in accordance with Texas Government Code §2155.005, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, nor anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code Chapter 15, or the federal antitrust laws, or (2) communicated

RESPONDENT'S STATEMENTS AND COVENANTS

directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent.

Respondent assigns to RRC all of Respondent's rights, title and interest in and to all claims and causes of action Respondent may have under the antitrust laws of Texas or the United States for overcharges associated with this RFQ or any resulting contract.

11. By submitting a Response, Respondent represents and warrants that the individual submitting this ***Respondent's Statements and Covenants*** and the documents made part of the Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of the Response.
12. Respondent certifies that if a Texas address is shown as the address of Respondent within the Response, Respondent qualifies as a Texas Bidder as defined in Texas Government Code §2155.444(c).
13. Under Texas Family Code §231.006, regarding child support, Respondent certifies that the individual or business entity named in the Response and any Contract resulting from the Response to this RFQ is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, pursuant to Texas Family Code §231.006(j), in event of Contract award, Respondent agrees to provide, prior to Contract award, the name and Social Security Number for each person with 25% or greater ownership interest in the business entity.
14. Under Texas Government Code §669.003, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of RRC. Respondent must provide the following information in the Response.
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Respondent: _____
Date of Employment with Respondent: _____
15. Respondent has not been the subject of allegations of deceptive trade practices violations under Texas Business and Commerce Code Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit, and Respondent has not been found to be liable for such practices in such proceedings.

Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.
16. In accordance with Texas Government Code §2155.4441, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
17. Pursuant to Texas Government Code §2271.002, Respondent certifies that either (i) it meets an exemption criterion under Texas Government Code §2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this solicitation. **Respondent shall state any facts that make it exempt from the boycott certification in its Proposal.**
18. Pursuant to Texas Government Code §2272.003, Respondent certifies that either (i) it meets an exemption criterion under Texas Government Code §2272.002; or (ii) it is not an abortion provider or an affiliate of an abortion provider during the term of the Contract resulting from this solicitation.

RESPONDENT'S STATEMENTS AND COVENANTS

19. Pursuant to Texas Government Code §2274.002, Respondent certifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.
20. Pursuant to Texas Government Code §2274.002, Respondent certifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
21. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.
22. Respondent certifies that neither it, nor its holding companies or subsidiaries, is: (a) Listed in Section 889 of the 2019 National Defense Authorization Act; (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or (d) Controlled by any governing or regulatory body located in a country on the U. S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.
23. Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
24. If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies its compliance with Texas Health and Safety Code Chapter 361, Subchapter Y, and Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
25. Respondent shall ensure that any Respondent employee or subcontractor employee who has access to a state computer system or database shall complete a cybersecurity training program certified under Texas Government Code §2054.519. Such training is required to occur during the Contract term and the renewal period. Respondent shall provide RRC with verification of the completion of the requisite training.
26. Respondent represents and warrants that within the five (5) calendar years immediately preceding the submission of the Response, Respondent is not aware of and has received no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Respondent, or any of the individuals or entities included in Respondent's Response, that would or could impair Respondent's performance under any contract resulting from this RFQ, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of the Response. If Respondent is unable to make such representation and warranty, Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under any contract resulting from this RFQ, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of the Response. In addition, Respondent represents and warrants that it shall notify RRC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update RRC shall constitute breach of contract and may result in immediate termination of any agreement resulting from this RFQ.
27. Respondent represents and warrants that Respondent and each of Respondent's subcontractors have the requisite resources, qualifications, and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of RRC's objectives.
28. Respondent represents and warrants that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, identified in the Response has been convicted of a felony criminal offense, or that if such a conviction has occurred Respondent has fully advised RRC of the facts and circumstances in its Response.

RESPONDENT'S STATEMENTS AND COVENANTS

29. Respondent has read and agrees to all terms and conditions of this RFQ, unless Respondent specifically takes an exception and proposes an alternative provision in Respondent's Response (see RFQ section 2.8 Exception to Provisions.)
30. Pursuant to Texas Government Code §572.069, Respondent warrants and certifies Respondent will not employ any former state officer or employee, including an RRC officer or employee, who in any manner participated in a procurement process or contract negotiations for RRC involving Respondent within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers and employees whose state service or employment ceased on or after September 1, 2015.

Respondent shall disclose any current or former employees or subcontractors who are current or former employees of the State of Texas and shall disclose their role or position relative to the provision of services under

the Contract, as well as their hire or contract date. Respondent shall also disclose any proposed personnel who are related by marriage or within the second degree of consanguinity to any current or former employees of the State.

Failure to fully disclose the information required under this paragraph may result in disqualification of Respondent's Response or termination of the Contract.

31. Respondent represents and warrants that if selected for award of a Contract arising from this RFQ, prior to submitting the signed Contract to RRC, Vendor shall comply with Texas Government Code §2252.908, relating to Disclosure of Interested Parties, by accessing the Texas Ethics Commission ("TEC") portal (<https://www.ethics.state.tx.us/filinginfo/1295/>), reviewing the instructional video, creating a username and password, and completing and electronically filing with the TEC the "Certificate of Interested Parties".
32. Respondent certifies that for contracts for services Respondent shall utilize the [U.S. Department of Homeland Security's E-Verify system](#) during the term of the Contract to determine the eligibility of:
- a) All persons employed by Respondent to perform duties within Texas; and
 - b) All persons, including subcontractors, assigned by Respondent to perform work pursuant to the Contract, within the United States of America.

If it is determined that Respondent has violated the certification set forth in this section, the (1) Respondent shall be in breach of the Contract, (2) RRC shall have the option to terminate the Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to RRC under the Contract, Respondent shall be responsible for all costs incurred by RRC to obtain substitute services to replace the terminated Contract.

33. Respondent acknowledges and agrees that, to the extent Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Respondent is otherwise owed under the Contract may be applied toward any debt Respondent owes the State of Texas until the debt is paid in full. These provisions are effective at any time Respondent owes any such debt or delinquency.
34. In accordance with Texas Government Code §552.372, Respondent agrees to (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to RRC for the duration of the Contract, (2) promptly provide to RRC any contracting information related to the Contract that is in the custody or possession of the Respondent on request of RRC, and (3) on termination or expiration of the Contract, either provide at no cost to RRC all contracting information related to the Contract that is in the custody or possession of the Respondent or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to RRC. Except as provided by Texas Government Code §552.374(c), the requirements of Texas Government Code Chapter 552, Subchapter J, may apply to the Contract and the Respondent agrees that the Contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

RESPONDENT'S STATEMENTS AND COVENANTS

35. Pursuant to 34 [Texas Administrative Code §20.306](#), if applicable to the RFQ, Respondent claims the preference(s) checked below:

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

36. Pursuant to Texas Government Code §§2155.004, 2155.006, 2155.0061, and 2261.053, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the Contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
37. Respondent represents and warrants Respondent currently is, and for the Contract term duration shall remain, in compliance with the requirements of 42 U.S.C. Ch. 126, §12101, et. seq., the Americans With Disabilities Act, and its implementing regulations, as each may be amended.
38. Respondent represents and warrants Respondent currently is, and for the Contract term duration shall remain, in compliance with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§8101-8106.) and maintain a drug-free work environment. The final rule, government-wide requirements for drug-free workplace (grants), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Workplace Act of 1988 is fully incorporated by reference and shall constitute part of the Contract, and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
39. Respondent agrees Respondent shall comply with all applicable provisions found within 41 CFR §60-1.4, related to Equal Employment Opportunity. Applicable provisions include, but are not limited to, the following: Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age.
40. Respondent represents and warrants that all articles and services provided by Respondent and Respondent's subcontractors under the Contract shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15), state, local, and industry related statutes, rules, regulations, and codes.
41. Respondent represents and warrants that Respondent currently is, and for the Contract term duration shall remain, in compliance with all requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments; additionally, Respondent shall not place any Respondent's

RESPONDENT'S STATEMENTS AND COVENANTS

employee at a worksite and Respondent shall not permit any Respondent employee, or any employee of Respondent's subcontractor to perform any work on behalf of or for the benefit of the State of Texas and/or RRC without first ensuring the employee's authorization to lawfully work in the United States.

42. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the [State of Texas Debarred Vendor List](#) maintained by the Texas Comptroller of Public Accounts and the [System for Award Management \(SAM\)](#) maintained by the U. S. General Services Administration.
43. Respondent represents and warrants that all statements and information prepared and submitted in this document and the Response are current, complete, true, and accurate. Submitting a Response with a false statement, and/or material misrepresentations made during the performance of a Contract, each are a material breach of the Contract and may void the submitted Response and the resulting Contract.

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

_____ Respondent Name	_____ Federal Employer Identification Number
_____ Signature of Authorized Representative	_____ Date signed
_____ Printed Name & Title of Authorized Representative	

RESPONDENT'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH RESPONSE SUBMITTALS. Failure to answer any question or provide the requested information may result in the Response being deemed non-responsive. Complete all blocks; if a question or information request is not applicable to Respondent, complete that item with "not applicable" or "N/A". If additional space is required for a complete response, provide the additional information on 8 x 11 ½ paper with Respondent's letterhead, and include reference to specific page number, item, and section of this Qualifications Statement applicable to the information.

COMPANY			
ADDRESS			
PHONE		FAX	
E-MAIL			
Company is organized as: Individual Partnership Corporation			
If incorporated, under the laws of the State of _____ with principal place of business in _____			

PRINCIPALS IN COMPANY AND YEARS EXPERIENCE: HIGH H2S WELL PLUGGING AND RELATED SERVICES INDUSTRY

NAME	TITLE	PHONE	NO. OF YEARS

COMPANY HISTORY: List company existence below, including any other business names used.

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

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

RESPONDENT'S CAPABILITIES:

COMPANY'S AVERAGE ANNUAL GROSS REVENUE \$ _____
Percentage of this revenue by categories:

HIGH H2S Well Plugging & Related Services _____%	Other Well Plugging Services _____%	Other Services _____%
--	-------------------------------------	-----------------------

FINANCIAL CAPABILITIES:

FINANCIAL INFORMATION SUMMARIZED BELOW WAS PREPARED BY:

Accounting Firm or Respondent's Staff		Address	
City/State/Zip		E-Mail	
Prepared by (name, title):		Phone	

FINANCIAL STATEMENT SUMMARY:

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

BANKING REFERENCE

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

RESPONDENT'S EXPERIENCE RECORD:

PROVIDE FIVE (5) SUCCESSFUL **Non-RRC** PROJECTS THAT ARE AT LEAST 50% COMPLETE (*50% COMPLETE PROJECTS WILL BE COUNTED TOWARDS SUCCESSFUL PROJECTS*) OR HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS MEASURED BACKWARDS FROM THE ISSUE DATE OF THIS RFQ, AND THAT BEST DEMONSTRATE CURRENT QUALIFICATIONS RELATED TO THE WORK DESCRIBED WITHIN **RFQ ATTACHMENT 1: STATEMENT OF SERVICES**.

1.

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

2.

Project Name	
--------------	--

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

3.

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

4.

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

Describe Project, Respondent's types of services delivered under the project, and explanation of project comparability to RFQ work.	
---	--

5.

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

RESPONDENT'S HUB STATUS*:

*HUB status information is not a factor considered for contract award but is collected for purposes of RRC's analysis in determining and achieving agency HUB goals. Please indicate if Respondent is a **Texas Certified** Historically Underutilized Business (HUB): _____ YES _____ NO
If yes, please indicate:

- Gender: _____ Male _____ Female; AND,
- Qualification as member of one or more of the following groups accordance with 34 TAC §20.282(19)(C):
 _____ *Asian Pacific American* _____ *Black American* _____ *Hispanic American*
 _____ *Native American* _____ *American Woman* _____ *Service-Disabled Veteran*

RESPONDENT'S PREVIOUS RRC WORK EXPERIENCE:

Has Respondent ever performed prior work under contract or subcontract with RRC? _____ YES _____ NO

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

RESPONDENT'S CERTIFICATION AND CONSENT STATEMENT:

By signature below, I certify all information provided within this Qualifications Statement and any supplemental or attached documents is true and correct, and I authorize the Railroad Commission of Texas to contact the references provided within this Qualifications Statement and authorize release of information from such references to the Railroad Commission of Texas.

Respondent Name

Signature of Owner or Officer

Title of Person Signing

Date

HUB SUBCONTRACTING PLAN FORM



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 do not have a continuous contract* in place for more than five (5) years 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 vendors.
 - 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 do not have a continuous contract* in place for more than five (5) years 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 indicate 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 (i.e., employees, supplies, materials and/or equipment), 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, to include 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.



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) §20.284 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 §20.285(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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** 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 INFORMATION

- 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: RESPONDENT'S SUBCONTRACTING INTENTIONS

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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "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, including employees, goods and services. (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 do not have a continuous contract* in place for more than five (5) years .	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 <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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 **do not** have a **continuous contract*** in place with for **more than five (5) years**, **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: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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 do not have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	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.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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.

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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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

Item Number: Description:

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

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

IMPORTANT: If you responded “No” to **SECTION 2, Items c and 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 <https://www.comptroller.texas.gov/purchasing/docs/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, 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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/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 Texas Vendor Identification (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	Texas VID (Do not enter Social Security Numbers.)	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 <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- 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.

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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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	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.



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, §20.285 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 §20.282(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, DESCRIPTION, REQUIREMENTS 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 _____ on _____ .
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, 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, §20.282(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

APPENDIX A:
PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT (PAR)



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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: _____ Date of Award: _____ Object Code: _____
(mm/dd/yyyy) (Agency Use Only)

Contracting Agency/University
Name: Railroad Commission of Texas

Contract Administrator Name: _____

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

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to Contractor: \$ _____

Report HUB and Non-HUB subcontractor information

*Note: Texas certified HUB status can be verified on line at: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

Subcontractor's Name	*Texas certified HUB? (Yes or No)	Subcontractor's VID or HUB Certificate Number (Required if Texas certified HUB)	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Reporting Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
TOTALS:			\$	\$	\$	

Signature: _____ Title: _____ Date: _____

**SAMPLE EQUIPMENT LIST, SPECIFICATIONS &
APPENDIX A RATE SUBMISSION SHEETS**

SAMPLE EQUIPMENT LIST

TAB E of a Response *shall be prepared in substantial form and format* to this **RFQ ATTACHMENT 5**.

To meet substantial form and format: include a cover page which lists all Respondent's well plugging and related services equipment and, for each piece of equipment listed on the cover page, provide an attachment that is either a statement of specifications prepared by Respondent and that is similar to the specifications page within this **RFQ ATTACHMENT 5**, or provide a manufacturer specification sheet for that respective piece of equipment on the **TAB E** cover page list.

NOTE: THIS SECTION OF THE RESPONSE SHALL BE CONSIDERED IN DETERMINING RESPONDENT'S QUALIFICATIONS AND ABILITY TO PROVIDE REQUESTED SERVICES AND MAY BE USED AS A DETERMINING FACTOR IN WORK ORDERS ISSUED TO A VENDOR UNDER A CONTRACT RESULTING FROM THE RFQ. Therefore, Respondent is *strongly encouraged* to provide a **complete** list of well plugging and related services equipment Respondent owns, leases or has access to, as well as provide either a statement of specifications prepared by Respondent or manufacturer specification sheet, for each piece of equipment listed.

Equipment Type	Info
Rig 1	Make/model; double derrick, 7,500 feet
Rig 2	Make/model; single derrick, 4,000 feet
Rig 3	Make/model; double derrick, 12,000 feet
Power swivel/reverse unit	Make/model;
Wireline Services (Perforating, Collar Locator, Cast Iron Bridge Plugs, Gauge Rings, Tubing and Casing Cutting)	1-Make/model, chemical/nitro 2-Make/model, chemical/nitro 3-Make/model, chemical/nitro
Vacuum Trucks	1-Make/model, capacity 2-Make/model, capacity 3-Make/model, capacity
Welding truck	1-Make/model 2-Make/model 3-Make/model
Backhoe	Make/model Make/model Make/model
Bulldozer	Make/model Make/model Make/model

SPECIFICATIONS: EQUIPMENT, MATERIALS, SERVICES

1. **PLUGGING EQUIPMENT RATE #1:** This is an hourly rate for plugging and abandonment (P&A) equipment to perform work associated with the plugging of wells. Unit is to be equipped as follows:
 - Working depth of 10,000' or greater
 - All necessary handling tools for 5/8" through 1" rods; 1" through 2-7/8" tubing, and 4-1/2" & 5-1/2" casing.
 - Well Control-Minimum 3,000# BOP double hydraulic or manual, equipped with a complement of standard type rams, seals, adaptor flanges and/or crossovers to nipple up various sized wellhead flanges and stab into the well with the workstring, ability to close rams against various standard sizes of tubing and casing which may be pulled from the well.
 - 12,000' of 2-3/8" or 2-7/8" workstring
 - Surface Control Valve
 - Pump
 - Cementing Unit
 - Fresh water tank
 - Two (2) 180-barrel capacity steel mud tank to contain mud and well returns.
 - Four (4) man crew plus pusher. Must have working pipe vise on rig at all times.
 - Minimum 42-gallon trash can, and liner required
2. **PLUGGING EQUIPMENT RATE #2:** This is an hourly rate for plugging and abandonment (P&A) equipment to perform work associated with the plugging of wells. Unit is to be equipped as follows:
 - Working depth of 4,000'-10,000'
 - All necessary handling tools for 5/8" through 1" rods; 1" through 2-7/8" tubing, and 4-1/2" & 5-1/2" casing.
 - Well Control-Minimum 3,000# BOP double hydraulic or manual, equipped with a complement of standard type rams, seals, adaptor flanges and/or crossovers to nipple up various sized wellhead flanges and stab into the well with the workstring, ability to close rams against various standard sizes of tubing and casing which may be pulled from the well.
 - 12,000' of 2-3/8" or 2-7/8" workstring.
 - Surface Control Valve
 - Pump
 - Cementing Unit
 - Fresh water tank
 - Two (2) 180-barrel capacity steel mud tank to contain mud and well returns.
 - Four (4) man crew plus pusher. Must have working pipe vise on rig at all times.
 - Minimum 42-gallon trash can, and liner required.
3. **PLUGGING EQUIPMENT RATE #3:** This is an hourly rate for plugging and abandonment (P&A) equipment to perform work associated with the plugging of wells. Unit is to be equipped as follows:
 - Working depth of 0-4,000'
 - All necessary handling tools for 5/8" through 1" rods; 1" through 2-7/8" tubing, and 4-1/2" & 5-1/2" casing.

SPECIFICATIONS: EQUIPMENT, MATERIALS, SERVICES

- Well Control- Minimum 600# pressure rated, double mandrel, manual or hydraulic BOP and stripperhead, equipped with a complement of standard type rams, seals, stripper rubbers, adaptor flanges and/or crossovers to nipple up various sized wellhead flanges and stab into the well with the workstring, ability to close rams against various standard sizes of tubing and casing which may be pulled from the well.
- 4,000' of 2-3/8" or 2-7/8" workstring
- Surface Control Valve
- Pump
- Cementing Unit
- Fresh water tank
- Two (2) 180-barrel capacity steel mud tank to contain mud and well returns.
- Three (3) man crew plus pusher. Must have working pipe vise on rig at all times.
- Minimum 42-gallon trash can, and liner required.

NOTE: The above “**PLUGGING EQUIPMENT RATE(S)**” are generalized categories to help respondents distinguish different rates for their equipment. A Respondent can categorize their equipment and define the different rig rates differently than what is outlined above. Please attach a detailed description of how the units will be sorted to the RATE SUBMISSION SHEET.

Disclaimer: district specific requirements may vary depending on the type of well and well bore conditions.

SPECIFICATIONS: EQUIPMENT, MATERIALS, SERVICES

4. **POWER SWIVEL/REVERSE UNIT:** This is an hourly rate charge for the use of a Bowen 2.5 series or equivalent power swivel/reverse unit. This charge includes all transportation costs to and from the well location. The unit will include:
 - Three (3) 3-1/2" drill collars
 - One (1) 3-3/4" & 4 3/4" rock bit
 - All required subs and connections to make up to standard 2-3/8" and 2-7/8" workstring
 - Steel pit & trough w/ screen for the returns.
5. **CEMENT:** This is a per-sack rate for a standard ninety-four-pound (94#) sack and includes all costs associated with the transportation of the cement to and from the well location, the water for mixing the cement, and blending the cement as required. Return transportation and handling charges for excess cement will not be allowed.
6. **CELLO FLAKE:** This is a per-sack rate for a standard twenty-five-pound (25#) sack and includes all costs associated with the transportation of the cello flake to and from location, the water for mixing and blending as required. Return transportation and handling charges for excess cello flake will not be allowed.
7. **CALCIUM CHLORIDE:** This is a per-sack rate for a standard eighty-pound (80#) sack and includes all costs associated with the transportation of the calcium chloride to and from the well. Return transportation and handling charges for excess calcium chloride will not be allowed.
8. **MUD:** This is a per-barrel rate for fresh water-based mud with a density of 9.5 pounds per gallon (ppg), 40 second funnel viscosity per quart of mud to circulate and/or condition the wellbore. This charge does not include transportation charges.
9. **BARITE:** This is a per-sack rate for a standard 100-pound (100#) sack and includes all costs associated with the transportation of the barite to and from the well. Return transportation and handling charges for excess barite will not be allowed.
10. **BENTONITE:** This is a per-sack rate for a standard 100-pound (100#) sack and includes all costs associated with the transportation of the bentonite to and from the well. Return transportation and handling charges for excess bentonite will not be allowed.
11. **CAUSTIC SODA:** This is a per-sack rate for a standard 100-pound (100#) sack and includes all costs associated with the transportation of the caustic soda to and from the well. Return transportation and handling charges for excess caustic soda will not be allowed.
12. **FRESH WATER:** This is a per-barrel rate for freshwater and does not include water to mix or blend cement. This charge does not include transportation charges.
13. **BRINE WATER:** This is a per-barrel rate for minimum 10.0# weighted brine water to use during the plugging process as necessary. Return transportation and handling charges for excess water will not be allowed. This charge does not include transportation charges.

SPECIFICATIONS: EQUIPMENT, MATERIALS, SERVICES

14. **PERFORATING:** This rate is based on a per-run basis and includes transportation and set-up charges over the well by a wireline unit, installing a packoff and/or lubricator at the surface, and successful perforation of the tubing and/or casing of different sizes as specified in the bid submission sheet. Unsuccessful perforating run charges due to but not limited to failed runs and/or equipment malfunctions will not be allowed. Standard industry rope socket cable head and sinker bar with formed wire or strips for Perforating balls shall be used .
15. **WIRELINE or SLICKLINE:** This is a per-run rate and includes transportation and set-up charges over a well by a wireline or slickline unit and a successful wireline or slickline run in tubing and/or casing of different sizes. Unsuccessful wireline or slickline run charges due to but not limited to failed runs and/or equipment malfunctions will not be allowed. **This charge will not be allowed with another wireline service.**
16. **VACUUM TRUCK:** This is an hourly rate for the use of a vacuum truck for various purposes during the plugging process, as necessary. The hourly rate must include all applicable charges, including mileage, fuel and insurance surcharges. The minimum capacity of the vacuum truck must be 130 barrels.
17. **TRUCKING:** This is an hourly rate for trucking services associated with the transportation of additional equipment or materials. The hourly rate will include all applicable charges, including fuel surcharges. **Trucking charges are not applicable for workstrings required in Plugging Equipment specification.**
18. **WELDER:** This is an hourly rate for a welder to weld or to torch-cut miscellaneous items at the wellsite. The hourly rate must include all applicable charges, including mileage, fuel and insurance surcharges. Cutting torch bottles must be in a secure rack mounted on trailer or truck and must be Secured at all times.
19. **BACKHOE:** This is an hourly rate for backhoe services. The hourly rate must include all applicable charges, including mileage, fuel and insurance surcharges.
20. **BULLDOZER:** This is an hourly rate for dozer services of different sizes, as specified on the rate submission sheet. All dozer must come equipped with a winch. The hourly rate must include all applicable charges, including mileage, fuel and insurance surcharges. Permitting charges, with a receipt, for hauling equipment on a state highway will be allowed.
21. **PORTABLE TOILET:** This is a daily rate for one (1) portable toilet facility (2.26-m x 1.21-m x 1.21-m, 75-kg, 231-liter tank or comparable) to service six people for one week. Rate includes weekly cleaning and restocking.
22. **HOT TAP:** This is a per service rate. The hot tap rate includes transportation and set-up charges, the installation of a valve onto casing or tubing. This rate includes use of saddle or welding on the casing or tubing. Equipment must have a working pressure of 2000psi.
23. **ROUSTABOUT CREW:** This is an hourly rate for a roustabout/rig crew of four (4) laborers to perform various activities that aren't specifically tied to other line-item charges. If less than four crew members are used, this rate will be discounted proportionally.
24. **CAST IRON BRIDGE PLUGS (CIBP's):** This is a per-unit rate, as indicated on the submission sheet, and includes transportation and set-up charges over a well by a wireline unit, transportation of the CIBP to the well, installation of a pack-off and/or lubricator at the surface, a gauge ring run prior

SPECIFICATIONS: EQUIPMENT, MATERIALS, SERVICES

to running the CIBP to determine that sufficient wellbore clearance exists to run the CIBP to the required depth, successful setting of a CIBP by a wireline unit with a casing collar locator or by the workstring, and capping the CIBP with a minimum twenty foot (20') cement plug. Unsuccessful CIBP charges due to but not limited to failed runs, setting tool failures, and CIBP failures, will not be allowed.

25. **TUBING CUTS:** This is a per-cut rate for a jet or chemical type cut and includes transportation and set-up charges over a well by a wireline unit, installation of a pack-off and/or lubricator at the surface, and successful cutting of the tubing or workstring of different sizes, as indicated on the submission sheet. Unsuccessful cut charges due to but not limited to failed runs and/or equipment failures will not be allowed.
26. **CASING CUTS:** This is a per-cut rate for a jet or chemical type cut and includes transportation and set-up charges over the well by a wireline unit, installation of a pack-off and/or lubricator at the surface, and a successful cut of the casing of different sizes, as indicated on the submission sheet. **Mechanical casing cutters will not be allowed.** Unsuccessful casing cut charges due to but not limited to failed runs and/or equipment failures will not be allowed.
27. **DISPOSAL FEES:** This is a per-barrel rate for the disposal of fluids including water, saltwater, mud and mud-laden fluids. This charge does not include transportation charges. Disposal tickets from an RRC authorized disposal facility must be included with invoices containing this charge. Washout charges are allowed provided a receipt from the washout facility is attached to the invoice.
28. **PACKER:** This is a daily rate for packer (AD-1 type) services of different sizes, as specified on the submission sheet. This charge includes all costs associated with the transportation of the packer to and from the well location and any return redressing, environmental, disposal or associated surcharges. Only one (1) packer charge will be allowed, per packer size, per well.
29. **TUBING:** This is a per-foot rate for tubing of different sizes, as specified on the rate submission sheet. Tubing must be free of holes. Only one (1) tubing string charge will be allowed, per size, per well. This charge does not include transportation charges.
30. **MAT RENTAL:** This is a daily rate charge for the use of board mats. Mats must be minimum 8' x 12' x 3-ply in size. This charge does not include transportation charges.
31. **MAT TRANSPORTATION:** This is an hourly rate charge for trucking of minimum 8' x 12' x 3-ply board mats to and from a lease and/or well site.
32. **MAT PLACEMENT:** This is an hourly rate for the forklift and labor for unloading, placement, and loading of mats as needed by a forklift. Forklift must have a working capacity of 4,000 pounds.
33. **BOBTAIL TRUCK:** This is an hourly rate for the use of a bobtail truck for various purposes during the plugging process, as necessary. The hourly rate must include all applicable charges, including mileage, fuel and insurance surcharges. The minimum capacity of the bobtail truck must be 40 barrels.
34. **PIT LINER:** This is a per pit charge for the pit lining plastic and installation of the plastic in the plugging pit. This charge will include all handling and transportation charges.
35. **RIG ANCHOR:** This is a per anchor charge for a minimum 1-1/4" anchor and includes all handling, transportation, installation, and testing.

**APPENDIX A:
RATE SUBMISSION SHEETS**

ATTACHMENT 5

Item No.	Description	Unit Price
1.	PLUGGING EQUIPMENT UNIT #1	\$ /hr
2.	PLUGGING EQUIPMENT UNIT #2	\$ /hr
3.	PLUGGING EQUIPMENT UNIT #3	\$ /hr
4.	POWER SWIVEL/REVERSE UNIT	\$ /hr
5.	CEMENT	\$ /sk
6.	CELLO FLAKE	\$ /sk
7.	CALCIUM CHLORIDE	\$ /sk
8.	MUD	\$ /bbl
9.	BARITE	\$ /sk
10.	BENTONIE	\$ /sk
11.	CAUSTIC SODA	\$ /sk
12.	FRESH WATER	\$ /bbl
13.	BRINE WATER	\$ /bbl
14.	PERFORATING	\$ /run
15.	WIRELINE/SLICKLINE	\$ /run
16.	VACUUM TRUCK	\$ /hr
17.	TRUCKING	\$ /hr
18.	WELDER	\$ /hr
19.	BACKHOE	\$ /hr
20.	PORTABLE TOILET	\$ /day
21.	BULLDOZER	\$ /hr
22.	HOT TAP	\$ /ea
23.	ROUSTABOUT / RIG CREW	\$ /hr
24.	CAST IRON BRIDGE PLUG	
24.1	2-3/8" CIBP	\$ /ea
24.2	2-7/8" CIBP	\$ /ea
24.3	4-1/2" CIBP	\$ /ea
24.4	5-1/2" CIBP	\$ /ea
24.5	7" CIBP	\$ /ea
24.6	7-5/8" CIBP	\$ /ea
24.7	8-5/8" CIBP	\$ /ea
25.	TUBING CUT	
25.1	2" CUT	\$ /ea
25.2	2-3/8" CUT	\$ /ea
25.3	2-7/8" CUT	\$ /ea
25.4	3" CUT	\$ /ea
26.	CASING CUT	
26.1	4-1/2" CUT	\$ /ea
26.2	5-1/2" CUT	\$ /ea
26.3	7" CUT	\$ /ea

ATTACHMENT 5

26.4	7-5/8" CUT	\$	/ea
26.5	8-5/8" CUT	\$	/ea
27.	DISPOSAL		
27.1	WATER/PRODUCED WATER	\$	/bbl
27.2	MUD/MUD LADEN FLUID	\$	/bbl
28.	PACKER RENTAL		
28.1	4-1/2" PKR	\$	/ea
28.2	5-1/2" PKR	\$	/ea
28.3	7" PKR	\$	/ea
28.4	7-5/8" PKR	\$	/ea
28.5	8-5/8" PKR	\$	/ea
29.	TUBING RENTAL		
29.1	1"	\$	/ft
29.2	1-1/4"	\$	/ft
29.3	1-1/2"	\$	/ft

DISTRICT SPECIFIC RATE SUBMISSION SHEETS

Note: The following sections are only required if that district was selected within the RFQ document.

DISTRICTS 1 & 2 SAN ANTONIO

30.	MAT RENTAL	\$	/ea
31.	MAT TRANSPORT & PLACEMENT	\$	/hr
32.	MAT PLACEMENT	\$	/hr

DISTRICT 3 HOUSTON

30.	MAT RENTAL	\$	/ea
31.	MAT TRANSPORT & PLACEMENT	\$	/hr
32.	MAT PLACEMENT	\$	/hr

DISTRICT 5/6 KILGORE

30.	MAT RENTAL	\$	/ea
31.	MAT TRANSPORT	\$	/hr
32.	MAT PLACEMENT	\$	/hr
33.	BOBTAIL TRUCK	\$	/hr

DISTRICT 8 / 7B MIDLAND / ABILENE

34.	RIG ANCHORS	\$	/ea
35.	PIT LINER	\$	/ea

DISTRICT 9 WICHITA FALLS

36.	BASE BEAM	\$	/ea
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36. **BASE BEAM:** This is a daily rate charge for the use of a rig base beam when it is deemed necessary.

Note: movement charges will be negotiated with each Work Order, as outlined in Section 3. **Work Order Process.** The movement charge is a flat rate, per well, charge that will be billed by individual plug code and will include all costs related to the movement of the rig, all associated plugging equipment, and other Contractor-owned equipment such as a backhoe, dozer, or vacuum truck that may be moved to the location and remain on standby at the well location until used. Hourly rig charges will not apply until the rig and all associated plugging equipment is in position and completely rigged up.

Respondent/Contractor Name (printed)

Date Submitted

RAILROAD COMMISSION OF TEXAS
***SAMPLE* CONTRACT No. 455-25-SAMPLE FOR**
HIGH H2S WELL PLUGGING & RELATED SERVICES

THIS AGREEMENT (“Contract”) is made and entered into by the State of Texas, through the **RAILROAD COMMISSION OF TEXAS** (“RRC”), a state agency located at 1701 N. Congress Avenue, Austin, Texas 78701 and **VENDOR LEGAL NAME** (“Vendor”), located at **VENDOR PHYSICAL ADDRESS** (individually “Party”; collectively “Parties”).

WITNESSETH

WHEREAS, Texas Government Code Chapters 2155 and Texas Natural Resources Code Chapter 89 provide for RRC’s authority to procure goods and services in connection with well plugging and/or related to the regulation of oil and gas development, and RRC intends to purchase certain goods and/or have performed certain services, namely orphan well plugging and related services; and

WHEREAS, in accordance with applicable provisions of Texas Government Code Chapters 2155 and 2156, RRC has selected Vendor to provide the desired orphan well plugging and related services referenced within RRC’s Request For Qualifications No. 455-25-1010 (“RFQ No. 455-25-1010”), and Vendor has agreed to provide the desired orphan well plugging and related services referenced within RFQ No. 455-25-1010, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of RFQ No. 455-25-1010, including but not limited to insurance and other specifications within the Statement of Services, constitute part of this Contract No. **455-25-SAMPLE**.

NOW, THEREFORE, RRC and Vendor, for and in consideration of the mutual promises, obligations, and benefits hereof, contract as follows:

I. CONTRACT DOCUMENTS.

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

- a. This Contract No. **455-25-SAMPLE**, and any amendments hereto;
- b. Exhibit A, RFQ No. 455-25-1010, including all associated attachments, appendices, exhibits, and addenda; and
- c. Exhibit B, Vendor’s Response, dated Month dd, yyyy (“Vendor’s Response”).

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

1.03. ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this **Contract No. 455-25-SAMPLE** shall take precedence over the other Contract Documents. Any inconsistency among the Contract Documents shall be resolved applying the order of priority as listed below:

- a. This Contract No. **455-25-SAMPLE**; then
- b. Exhibit A, RFQ No. 455-25-1010, including all associated attachments, appendices, and addenda; then
- c. Exhibit B, Vendor’s Response.

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***SAMPLE CONTRACT No. 455-25-SAMPLE* FOR**
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II. TERM.

2.01. CONTRACT AWARD.

- a. The original term of this Contract shall be from date of the last Party's signature and shall continue through August 31, 2025 ("Original Term"), unless terminated earlier as provided in **RFQ No. 455-25-1010**, section 3.1.28, and/or section 2.02. set forth below.

This Contract is non-renewable and may be extended only through written amendment to the Contract, fully executed prior to expiration of the Contract term in effect prior to execution of the applicable amendment to the Contract. RRC reserves the right to renew the Contract for two (2) additional one-year renewal terms.

- b. Notwithstanding the termination or expiration of this Contract, any provisions regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, limitation of liability, limitation of distribution, and warranties shall survive the termination or expiration dates of this Contract.

2.02. TERMINATION.

- a. **Termination for Cause.** RRC may terminate this Contract immediately for cause by providing written notice to Vendor of such termination if Vendor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Vendor will be responsible for paying damages to RRC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or RRC resulting from Vendor's non-performance. Notwithstanding the foregoing, Vendor shall not be liable for damages that Vendor could not reasonably foresee on entry into this Contract. In the event of termination for cause, Vendor will not be eligible for consideration in the re-solicitation, if any, and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.
- b. **Termination for Convenience.** RRC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice ("Notice of Termination") to Vendor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by RRC under this subsection, Vendor shall be governed by the terms and conditions, and shall perform the acts outlined in section 2.02.c., below.
- c. **Implementation of Termination.** Vendor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by RRC to preserve the work in progress. In the event of termination by RRC, RRC shall pay Vendor for all work satisfactorily performed up to the effective date of termination.

2.03. NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, RRC and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code Chapter 2260.

III. CONSIDERATION AND SERVICES.

3.01. CONTRACT LIMIT, FEES AND EXPENSES. The total amount of fees to be paid under this Contract through the Original Term and extension terms, if any, (collectively, "Contract Term") shall not exceed **CONTRACT AMOUNT IN WORDS (\$#,###,###.##).**

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3.02. SERVICES.

- a. Vendor shall provide the goods and services necessary and reasonably inferable to complete the work required by and described in **RFQ No. 455-25-1010**.
- b. Vendor's services shall include all disciplines agreed upon between the Parties and all related usual and customary consultant and other services necessary and reasonably inferable to complete the work in accordance with RRC's specifications and the terms and conditions of this Contract.
- c. Additional goods and services are those services which shall be provided **ONLY** if authorized or confirmed in writing by RRC, and which are in addition to the goods and services contained within the scope and content of RRC's specifications and Vendor's Response in response to **RFQ No. 455-25-1010**. In the event additional goods and services are proposed by Vendor, Vendor shall not proceed therewith except only after Vendor's receipt of RRC's written acceptance of the additional services proposed.
- d. The Statement of Services (**RFQ No. 455-25-1010 ATTACHMENT I**) describes the intended scope and character of work. The Parties agree it is Vendor's responsibility to review and understand requirements of the Statement of Services and to provide all goods and services to achieve those objectives.
- e. Vendor agrees and acknowledges that RRC is entering into this Contract in reliance on Vendor's represented professional abilities with respect to performing the services, duties, and obligations under this Contract. Vendor, and Vendor's consultants and subcontractors (if any) shall perform all services pursuant to this contract diligently and shall endeavor to further the interest of RRC in accordance with RRC's requirements and procedures and the standards of care and performance as described herein. Vendor agrees to use its best efforts to perform the Services (i) in accordance with the usual and customary professional standards of care, skill and diligence consistent with industry best practices for vendors that provide services for projects that are similar in size, scope, and budget to that within this Contract and any Work Order issued thereunder, and (ii) in compliance with all applicable federal, state, and local statutes, laws, ordinances, regulations, codes, and rules and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to Vendor that will limit or prevent performance by Vendor of the Services required under the Statement of Services and the Contract. Vendor hereby agrees to correct, at its own cost, any of its Services, and the Services of its consultants and subcontractors (if any) that do not meet this standard of care.
- f. Vendor's Services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Vendor's Services by RRC shall relieve Vendor of any of its duties or release it from any liability, it being understood that RRC is, at all times, relying upon Vendor for its skill and knowledge in performing Vendor's Services. RRC shall have the right to reject any of Vendor's goods and/or services in accordance with the terms and conditions of **RFQ No. 455-25-1010**.
- g. Vendor agrees to furnish efficient business administration and superintendence and to use Vendor's best efforts to fulfill the Contract and Work Order requirements in an expeditious and economical manner consistent with the interest of RRC and Vendor's professional skill and care.
- h. Vendor shall allocate adequate time, personnel, and resources as necessary to deliver goods and/or perform services and work under the Contract and Work Orders issued thereunder. Changes of Vendor's key personnel identified in Vendor's Response shall not be made without prior written approval of RRC. Vendor's day-to-day project team will be led by Vendor's Project Manager unless otherwise directed by RRC or prevented by factors beyond the control of Vendor. Vendor's Project Manager shall act on behalf of Vendor with respect to all aspects of Vendor's goods and/or services delivery and shall be available as required for the benefit of each project and RRC.

3.03. PAYMENTS TO VENDOR.

- a. Payments to Vendor will be made in accordance with the terms and conditions of the Contract, and within thirty (30) days from receipt of a complete, correct, and approved invoice or statement of

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payment in accordance with Texas Government Code Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Vendor shall be paid for completion of work accepted and approved by RRC.

- b. Vendor shall invoice RRC for work performed and accepted by RRC. Vendor shall submit invoices as specified in **RFQ No. 455-25-1010**.

IV. FUNDING.

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

V. VENDOR PERSONNEL.

5.01. REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Vendor shall have available, under direct employment and supervision and/or subcontract agreement fully incorporating the terms and conditions of the Contract Documents, the required qualified and properly licensed (as applicable) personnel to properly fulfill all the terms and conditions of the Contract.

VI. NOTICES.

6.01. LEGAL NOTICES.

- a. Any legal notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Vendor at the address set forth below:

For RRC:

	<u>Railroad Commission of Texas</u>
	<u>Operations Division – Contract Management</u>
	<u>P.O. Box 12967</u>
	<u>Austin, Texas 78711-2967</u>
Attention:	<u>Theresa Lopez, Director of Operations</u>
Phone:	<u>512-463-6953</u>
Email:	<u>Theresa.Lopez@rrc.texas.gov</u>

For Vendor:

	<u>Vendor Legal Name</u>
	<u>Full mailing address</u>
	<u> </u>
Attention:	<u> </u>
Phone:	<u> </u>
Email:	<u> </u>

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

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VII. MISCELLANEOUS PROVISIONS.

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

7.02. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this **Contract No. 455-25-SAMPLE** shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

7.04. SOVEREIGN IMMUNITY. The Parties expressly agree that nothing contained in **RFQ No. 455-25-1010**, or this Contract is in any way intended to constitute a waiver by the State of Texas or RRC of any immunities from suit or from liability that the State of Texas or RRC may have by operation of law. Further, the Parties agree that nothing contained in **RFQ No. 455-25-1010**, or this Contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the State of Texas.

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

7.06. ENTIRE CONTRACT AND MODIFICATION. This **Contract No. 455-25-SAMPLE** and all Contract Documents referenced in Section 1.01. herein constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

EXECUTION SIGNATURES. The Parties agree the Contract and any written Amendments thereto necessary for the consummation of the transaction contemplated by the Contract may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each Party as if it were physically executed. The Parties to this Contract have electronically executed this Contract which shall be deemed an original. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Contract on behalf of the respective Parties.

RAILROAD COMMISSION OF TEXAS
***SAMPLE* CONTRACT NO. 455-25-SAMPLE FOR**
HIGH H2S WELL PLUGGING & RELATED SERVICES

RAILROAD COMMISSION OF TEXAS

VENDOR NAME

By: _____
Wei Wang,
Executive Director

By: _____
Printed Name:
Title:

Date of Execution: _____

Date of Execution: _____

RRC use only below this line.
Division Director: _____
Chief Administrative Officer: _____
Director of Operations: _____
Office of General Counsel: _____

Date: _____
Date: _____
Date: _____
Date: _____

PERFORMANCE EVALUATION STANDARDS

In accordance with Texas Government Code Chapter 2261, RRC has determined any Contract resulting from this RFQ may require enhanced monitoring for performance and compliance with the Contract terms and conditions. Enhanced monitoring may include, but is not limited to frequency of site visits, Vendor meetings, and documentation requirements deemed necessary by RRC to assess progress of the Vendor toward meeting the identified goals and outcomes established in response to assessments of unsatisfactory performance. The performance evaluation standards herein shall be applied during routine and/or enhanced monitoring of Vendors and work performed under the Contract. Performance evaluations resulting in deficiencies shall be considered in determining, in RRC's sole discretion, the appropriate corrective actions to be implemented to cure Vendor's deficiencies. Significant or repeat performance evaluation score deficiencies may result in termination of the Contract in accordance with provisions of Part III Section 3.1.28 Termination and Cancellation of the RFQ.

- **Services Performed:** this standard is defined as the Vendors' daily execution of well plugging and abandonment services. This includes supervision, planning, progress, and coordination of plugging activities to ensure effective utilization of resources. Vendor shall be evaluated daily and shall receive between zero (0) and thirty (30) points per day. Points shall be deducted in increments of three (3) points or more for each Vendor-controlled deficiency that results in unsatisfactory progress. Thirty (30) points shall be awarded if all services are performed as specified.
- **Equipment:** this standard is defined as rig and associated equipment, including any sub-contractor equipment, necessary to complete daily tasks and properly plug the well(s) in accordance with specifications and terms and conditions of the Contract. Vendor shall be evaluated on the performance of plugging equipment, including subcontractor's equipment. Vendor shall receive between zero (0) and thirty (30) points each day. Points shall be deducted in increments of (3) points for each hour of downtime attributable to equipment failures within the Vendor's control.
- **Downtime:** this standard is defined any interruption in service due to equipment failure or otherwise within the Vendor's control. Vendor shall be daily evaluated on hours of downtime as a percentage of a full workday (i.e., 8-10 hours), and shall receive that percentage of points between zero (0) and twenty-five (25).
- **Personnel:** this standard considers Vendor's providing of fully trained personnel, including subcontractors' personnel, in accordance with specifications and terms and conditions of the Contract and the applicable Work Order. Vendor shall be daily evaluated and scored on Vendor's ability to maintain a fully trained crew that performs in accordance with the Contract and applicable Work Order at all times. Vendor shall receive up to fifteen (15) points for this standard. Three (3) points or more shall be daily deducted for each deficiency.
- **Safety:** this standard considers Vendor's maintenance of a documented safety program and Vendor's compliance with the safety program, OSHA, and established industry safety practices. Ten (10) points shall be deducted from Vendor's final performance rating for absence of a documented safety program and/or a lost time accident as a result of failure to comply with Vendor's safety program, OSHA, and/or established industry safety practices. This is a one-time point assessment issued at Contract completion.
- **Availability:** this standard considers Vendor's compliance with mobilization date specified within RRC's Notice to Proceed issued to Vendor. Vendor's failure to complete mobilization no later than the established deadline within the Notice to Proceed shall result in a ten (10) points deduction issued at Contract completion.
- **Vendor's financial resources to deliver goods and services:** this standard is defined, in part, as Vendor's in-field demonstration of financial capability to timely deliver to the work site all goods and services necessary to comply with all Contract terms and conditions, including those related to performance period. Vendor's failure to timely deliver any and all goods and services in accordance with Contract terms and conditions shall result in a ten (10) point deduction issued at Contract Completion.

FEDERAL TERMS AND CONDITIONS

A Work Order issued under a Contract arising from this RFQ may be funded with federal financial assistance, including but not limited to grant money. The notice to proceed shall specify the source of funding. A Work Order funded with federal funding shall require, as applicable, completion of required federal forms, compliance with federal statutes, rules, and regulations, and agreement to and compliance with any applicable flow-down terms and conditions from a contract between RRC and a U.S. federal agency. Any federally funded work orders shall be clearly designated as such.

The federal forms listed below shall apply to only federally funded Work Orders.

To be eligible for consideration as a Vendor for a federally funded Work Order request, a Respondent must be able to complete, return and comply with these federal forms as applicable.

- SBA Form 1624 (12/92) – 2 pages
- Standard Form 424B – 2 pages
- Anti-Lobbying Certification – 1 page
- Standard Form 1445 (Conformance Form) – 1 page
- Standard Form LLL – 1 page
- Certificate of Compliance with Build America Buy America Act Requirements– 1 page

Attachment 8

Additional Terms and Conditions

Infrastructure Investment & Jobs Act Orphan Well Plugging Work

Involving Department of Interior Grant Funds

[Selected Forms Referenced in Attachment 9]

Part I: Federal Compliance Notice & Disclaimer

1. Awarded Vendor (“Vendor”) pursuant to Solicitation No. 455-25-1010 is advised that work under this Contract pursuant to the orphan well plugging and remediation program (“Orphan Well Program”) may be paid for in whole or in part using federal grant money from the Department of the Interior (“DOI”) as authorized in the Infrastructure Investment and Jobs Act (cited hereafter as “IIJA”; [Public Law 117-58](#)). Vendor shall comply with [DOI Standard Award Terms and Conditions](#) as applicable and as amended by DOI from time to time, as well as all additional terms and conditions as set forth in this Attachment 8 (“Federal Terms and Conditions”).
2. The Railroad Commission of Texas (“RRC”) through its authorized representative(s) shall notify Vendor in writing of whether DOI grant funds will be utilized for a particular work order or project. By proceeding with Orphan Well Program work after notice by RRC that DOI grant funds will be utilized for that work, Vendor agrees to comply with all governing terms and conditions then in effect, including those identified in this Attachment 8 with Exhibits A-E and supplemental terms and conditions attached to any applicable work order.
3. Vendor accepts that the Federal Terms and Conditions may change from time to time, in which case, RRC shall notify Vendor as soon as possible.
4. **DOI, DOL, OR ANY APPLICABLE FEDERAL FUNDING AGENCY, REGARDLESS OF PRIVACY OF CONTRACT, SHALL BE TREATED AS A THIRD-PARTY BENEFICIARY FOR PURPOSES OF ENFORCING PARTS 4 & 5 (THE DAVIS-BACON ACT AND THE BUILD AMERICA BUY AMERICA PROVISIONS) OF THESE FEDERAL TERMS AND CONDITIONS. VENDOR SHALL CAREFULLY READ AND ADHERE TO PARTS 4-5 OF THESE FEDERAL TERMS AND CONDITIONS. NOTWITHSTANDING ANY LIMITATION OF LIABILITY CLAUSE, DOI, DOL, OR ANY APPLICABLE FEDERAL FUNDING AGENCY, MAY RECOVER ANY DAMAGES AGAINST VENDOR PERMITTED BY LAW WITHOUT LIMITATION OR QUALIFICATION.**
5. Vendor agrees that payment under this Contract utilizing DOI grant money is used, is expressly contingent on compliance with these additional terms and conditions as set forth in this Attachment 8 and federal law.

6. Vendor certifies that it or its authorized representative(s) have fully read Attachment 8 prior to receiving any applicable payment by means of DOI grant funds, and Vendor understands that no plea of ignorance will be accepted.
7. Vendor shall supply to RRC, DOI, or Department of Labor at its own expense any information requested by any of these agencies as necessary to comply with or verify compliance with the terms of any applicable DOI grant or other federal law.
8. Vendor shall cooperate with RRC, DOI, OSMRE, and Department of Labor to verify compliance with these additional terms and conditions, and any other applicable laws or regulations.
9. ***VENDOR CERTIFIES THAT THESE ADDITIONAL TERMS AND CONDITIONS AS SET FORTH IN THIS ATTACHMENT 8 SHALL BE BINDING COVENANTS UPON ITS SUBCONTRACTOR(S) AT ALL LEVELS, IF ANY, AND THESE TERMS AND CONDITIONS SHALL BE AGREED TO IN WRITING BY SAID SUBCONTRACTOR(S) PRIOR TO ANY WORK BEING PERFORMED, AND THESE WRITTEN AGREEMENTS SHALL BE MADE AVAILABLE TO RRC, DOI, OR DEPARTMENT OF LABOR UPON REQUEST.***
10. Vendor consents that its employees, agents, and subcontractors may be subject to compliance verification interviews with or without notice, and interviewees may not be compelled or coerced to disclose the details of these interviews. Failure to cooperate with these interviews may result in suspension of a work order issued to Vendor.

Part 2: Lobbying, Debarment & Whistleblower Protection Certifications

11. Vendor agrees to the terms of the lobbying certification in Exhibit A and shall sign and return this certification to RRC prior to performing any AML work utilizing DOI grant funds.
12. If Vendor receives in excess of \$100,000 in payments by reason of DOI grant money and funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of a federal contract, federal loan, federal cooperative agreement, federal grant, or extension, continuation, renewal amendment, or modification of any of the foregoing, Vendor shall submit a Form SF-LLL (Disclosure of Lobbying Activities) to RRC. Vendor shall file an updated Form SF-LLL at the end of every calendar quarter in which the information in the Disclosure of Lobbying Activities materially changes. This form is copied and reproduced in Exhibit B to this document. Please visit [43 C.F.R. Part 18.110](#) for more information.

13. Vendor certifies that it is not debarred, suspended, disqualified, or otherwise excluded from participation in any activities involving federal financial or nonfinancial assistance and benefits. Furthermore, Vendor shall only provide services under this Contract in accordance with this certification. If this certification is no longer true, Vendor shall cease work under the Contract, notify RRC immediately, and refund any money paid to Vendor by reason of federal grant monies for work performed after the Vendor became disbarred, suspended, disqualified, or otherwise excluded from participation in activities as described in this section.
14. Vendor certifies that it shall at all times comply with [41 U.S.C. Part 4712](#) pertaining to whistleblowers who report misuse or mismanagement of federal grant money as applicable. **VENDOR SHALL ENSURE THAT THE FEDERAL WHISTLEBLOWER PROTECTIONS OF THIS STATUTE, INCLUDING THE RIGHT TO FILE A COMPLAINT FOR SUSPECTED WASTE OR MISMANAGEMENT OF FEDERAL FUNDS WITHOUT RETALIATION, ARE COMMUNICATED IN WRITING IN THE PREDOMINANT LANGUAGE OF THE WORKPLACE.**
15. Vendor certifies that it shall at all times comply with [Section 743 of Division E Title VII of Pub. L. 113-235](#) which prohibits the payment of federal money to entities that require certain internal confidentiality agreements of their employees.

Part 3: Civil Rights & Environmental Protection Certifications

16. Vendor certifies compliance with the applicable provisions of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, as well as any federal regulations implementing the foregoing statutes.
17. Vendor certifies that it shall comply with [Executive Order No. 11,246](#) on Equal Employment Opportunity as well as [41 C.F.R. Part 60-1.4\(b\)](#) implementing the same.

Part 4: Davis-Bacon Act Certifications

18. Vendor certifies that it shall comply with all applicable provisions of the Davis-Bacon Act, including all implementing regulations such as 29 C.F.R. Parts 1, 3, and 5, and [29 C.F.R. Section 5.5](#) incorporated into this Contract by reference, and shall pay all laborers and mechanics the prevailing rates of the locality where work is being performed in accordance with Subchapter IV of Chapter 31 of Title 40, U.S.C. The terms of 29 C.F.R. Section 5.5 are copied and reproduced in Exhibit A-1 to this document. The applicable wage determinations establishing the prevailing wages to be paid all laborers and mechanics employed on federal worksites are incorporated by reference in Exhibit D to this document. Please note that Exhibit D is intentionally left blank at the solicitation stage, but this will be completed and incorporated by reference at the contract award stage when the counties where services are to be performed by Vendor are known. Vendor must abide by all applicable wage determinations. Vendor is further advised and agrees that updated wage determinations shall be incorporated by contract amendment annually in compliance with Davis-Bacon Act regulations. **DOL AND DOI SHALL HAVE THE RIGHT TO SUE AS A THIRD-PARTY BENEFICIARY TO ENFORCE THE DAVIS-BACON ACT AND TO RECOVER ALL LOSSES ATTRIBUTABLE TO THE VIOLATION OF DAVIS-BACON ACT, INCLUDING ATTORNEY'S FEES AND COURT COSTS, AND THE DAVIS-BACON ACT PROVISIONS HEREIN SHALL NOT BE MODIFIED OR WAIVED WITHOUT THE CONSENT OF DOI AND DOL.**
19. **VENDOR CERTIFIES THAT IT CAN AND SHALL PAY ALL LABORERS OR MECHANICS, AS DEFINED IN THE DAVIS-BACON ACT, WEEKLY FOR SERVICES PERFORMED ON WORKSITES RECEIVING FEDERAL FUNDING. FAILURE TO PAY LABORERS OR MECHANICS WEEKLY IS A SERIOUS BREACH OF CONTRACT THAT MAY RESULT IN CONTRACT TERMINATION.**
20. Vendor shall install a WH-1321 Davis-Bacon Act poster in both English and Spanish in accordance with DOL specifications in a prominent location on every federally-funded worksite. Applicable wage determinations and conformances shall likewise be posted in an open, prominent, accessible location. The complete poster must be no smaller than 11 x 17 inches. A copy of this poster can be found at the following link: <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf>.
21. Vendor certifies that all subcontractors shall comply with the Davis-Bacon Act and these Federal Terms and Conditions on this subject. Vendor agrees to monitor subcontractors and to withhold payment from subcontractors as needed to ensure that laborers or mechanics employed on a federal worksite are paid weekly at least the federal prevailing

wage plus overtime as applicable. Vendor shall within three (3) business days report non-compliant subcontractors to RRC, and Vendor shall promptly remove non-compliant subcontractors. Vendor agrees that non-compliance of subcontractors shall be considered in evaluating Vendor's overall performance and may in extreme circumstances such as frequent or egregious violations of the Davis-Bacon Act constitute a material breach of contract by Vendor.

22. **VENDOR CERTIFIES THAT IT SHALL COOPERATE WITH RRC IN COMPLETING REQUIRED WAGE CERTIFICATIONS, WHICH SHALL BE DUE WEEKLY**, and shall make use of any compliance software (currently eComply) supplied by RRC for this purpose. Cooperation includes, but is not limited to assisting federal and state auditors with compliance monitoring activities, maintaining organized Davis-Bacon documentation for at least three (3) years, and filling out and submitting conformances in cases in which a job classification is not covered by an applicable wage determination.
23. **VENDOR SHALL REGISTER ANY SUBCONTRACTORS IN ECOMPLY (OR OTHER COMPLIANCE SOFTWARE AS DIRECTED BY RRC) THAT PROVIDE THE SERVICES OF LABORERS OR MECHANICS, AS DEFINED IN THE DAVIS-BACON ACT**, with the exception of sole proprietors who do not employ laborers or mechanics on the worksite, prior to these sub-contractors performing work on any site. Limited exceptions may apply for emergencies, but RRC must be consulted first.
24. Vendor agrees that any purchase order issued under this Contract may incorporate by reference as additional terms any applicable wage determinations for the county or counties in which work is to be performed.
25. Vendor certifies that it shall comply with the [Copeland Anti-Kickback Act](#), including 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable.
26. Vendor certifies its compliance with the [Contract Work Hours and Safety Standards Act](#), including but not limited to 40 U.S.C. Sections 3702 and 3704, as well as any federal regulations implementing the foregoing such as 29 C.F.R. Part 5.

Part 5: Buy America & Miscellaneous Certifications

27. Vendor certifies that it shall comply with Section 70914 of the [IIJA](#) ("Build America Buy America Act" or "BABA") providing that all iron, steel, manufactured goods, and construction materials purchased and consumed pursuant to a federal works project be made in the United States; notwithstanding the foregoing, as specified in Section 70917 of the IIJA, this Contract provision does not apply to purchases of cement, cementitious materials, aggregates such as stone, sand, gravel, or aggregate binding agents or additives and inputs of construction material. Vendor warrants having read and understood the

requirements of BABA and that Vendor will maintain appropriate documentation for three (3) years to show that applicable purchased goods have been made in the United States prior to affixing them to qualifying infrastructure. If necessary, Vendor shall cooperate with RRC and DOI to obtain a BABA waiver. **DOI SHALL HAVE THE RIGHT TO SUE AS A THIRD-PARTY BENEFICIARY TO ENFORCE BABA AND TO RECOVER ALL LOSSES ATTRIBUTABLE TO THE VIOLATION OF BABA, INCLUDING ATTORNEY'S FEES AND COURT COSTS, AND THE BABA PROVISIONS HEREIN SHALL NOT BE MODIFIED OR WAIVED WITHOUT THE CONSENT OF DOI.**

28. Vendor shall sign and submit to RRC the BABA certification in Exhibit C before work begins pursuant to any purchase order governed by these Terms and Conditions.
29. Vendor certifies its continued compliance with the False Claims Act during the term of this Contract; Vendor shall not make any false claim, statement, or certification to obtain any federal money, benefit, or other remuneration under this Contract.
30. To the extent applicable, Vendor shall abide by federal rules and regulations while performing well plugging work on federal lands or installations.
31. To the extent applicable, 2 CFR Part 200 Appendix II is incorporated by reference.
32. Vendor agrees that these additional terms and conditions may be amended if necessary to comply with RRC's grant agreement with DOI, and refusal to assent to said amendment(s) may prevent Vendor's continued participation in Orphan Well Program activities financed by DOI grant funds.
33. For every applicable purchase of goods covered under BABA, Vendor shall maintain adequate sourcing documentation for three (3) years to show the goods were in fact compliant with BABA.
34. Vendor shall sign and submit to RRC the following certification before work begins pursuant to any purchase order governed by these Terms and Conditions:

Certificate of Compliance with Buy America Act Requirements

Vendor certifies that it shall comply with Section 70914 of the [IIJA](#) ("Build America Buy America Act" or "BABA") providing that all iron, steel, manufactured goods, and construction materials purchased and consumed pursuant to a federal works project be made in the United States; notwithstanding the foregoing, as specified in Section 70917 of the IIJA, this Contract provision does not apply to purchases of cement, cementitious materials, aggregates such as stone, sand, gravel, or aggregate binding agents or additives and inputs of construction material. Vendor warrants having read and understood the requirements of BABA and that Vendor will maintain appropriate documentation for three (3) years to show that applicable purchased goods have been

made in the United States prior to affixing them to qualifying infrastructure. If necessary, Vendor shall cooperate with RRC and DOI to obtain a BABA waiver.

By signing below, the signatory affirms the certification above under penalty of perjury and that the signatory has the authority to represent Vendor.

Date:_____

Name (Print):_____

Signature:_____

Vendor Company:_____

Title:_____

**FEDERAL FORMS:
FEDERALLY FUNDED WORK ORDERS**

**Exhibit A:
Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

**Exhibit A-1:
Mandatory Contract Clauses (29 CFR § 5.5)**

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under

paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of

all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Railroad Commission of Texas shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Railroad Commission of Texas may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Department of the Interior if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of the Interior. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

ATTACHMENT 9

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of the Interior if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of the Interior, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Department of the Interior may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Railroad Commission of Texas shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Exhibit B: Disclosure of Lobbying Activities

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Exhibit C:
Certificate of Compliance with Buy America Act

Build America Buy America Act Certificate of Compliance

Vendor certifies that it shall comply with Section 70914 of the [IIJA](#) (“Build America Buy America Act” or “BABA”) providing that all iron, steel, manufactured goods, and construction materials purchased and consumed pursuant to a federal works project be made in the United States; notwithstanding the foregoing, as specified in Section 70917 of the IIJA, this Contract provision does not apply to purchases of cement, cementitious materials, aggregates such as stone, sand, gravel, or aggregate binding agents or additives and inputs of construction material. Vendor warrants having read and understood the requirements of BABA and that Vendor will maintain appropriate documentation for three (3) years to show that applicable purchased goods have been made in the United States prior to affixing them to qualifying infrastructure. If necessary, Vendor shall cooperate with RRC and DOI to obtain a BABA waiver.

By signing below, the signatory affirms the certification above under penalty of perjury and that the signatory has the authority to represent Vendor.

Date: _____

Name (Print): _____

Signature: _____

Title: _____

Company: _____

Exhibit D
Wage Determinations

.....

Intentionally left blank. This Exhibit will be filled in at contract award stage.

.....

GUIDANCE ON ADHERING TO FEDERAL TERMS AND CONDITIONS

Attachment 10

Guidelines for Adhering to Federal Terms and Conditions

Instructions: During the term of the Contract, Vendor(s) must adhere to the Federal Terms and Conditions incorporated by reference in *Attachment 8* of Solicitation RFQ 455-25-1010 High H2S Well Plugging and Related Services on file with the Railroad Commission of Texas (“*Attachment 8*”) as a pre-requisite to performing any work funded by federal grant money. Work pursuant to Solicitation RFQ 455-25-1010 High H2S Well Plugging and Related Services (the "Solicitation") may be funded in whole or in part by federal grant money. It is possible that no state money will be available for contractors that are unable or unwilling to follow the Federal Terms and Conditions in Attachment 8.

Particular care must be given to strictly complying with the Davis-Bacon Act at all levels (a violation of the Davis-Bacon Act at any level by any contractor or subcontractor is a violation at all levels unless immediate and decisive action is taken to remedy the violation(s)). **Strict adherence to these guidelines is required and will help ensure that Vendor(s) stay in compliance to avoid breaches of contract.**

.....

Davis-Bacon Act Requirements Applicable to All

Weekly Payroll: All laborers or mechanics as those terms are defined in the Davis-Bacon Act, including laborers or mechanics employed by subcontractors, must be paid no less than once per week. The general subcontractor must withhold payment from any subcontractor if necessary to ensure that laborers or mechanics are paid timely.

Wage Certification Submittals: Wage certifications must be submitted to RRC once per weekly pay period in eComply. For example, if work is performed on Week 1, wage certifications for wages paid by reason of Week 1 must be filed during Week 2 and so on. For purposes of these guidelines, a week is a one calendar week. These wage certifications must be signed by a high-level officer in the company who can verify the facts stated therein under penalty of perjury and other sanctions such as the False Claims Act.

Conformances: Vendor(s) shall complete conformance application forms (SF-1444) for any work classifications not covered by an applicable wage determination. Work may proceed while awaiting a final determination of the conformance by Department of Labor. Conformance application forms shall be submitted to and reviewed by RRC. RRC will be in charge of filing the conformance applications.

Davis-Bacon Act Poster Requirements: The poster below must be displayed in a prominent location at every federally-funded worksite in both English and Spanish according to the size requirements listed on Department of Labor's website. RRC shall provide the contact information to fill in the box below on the poster:

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

**FOR LABORERS AND MECHANICS
EMPLOYED ON FEDERAL OR
FEDERALLY ASSISTED
CONSTRUCTION PROJECTS**

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

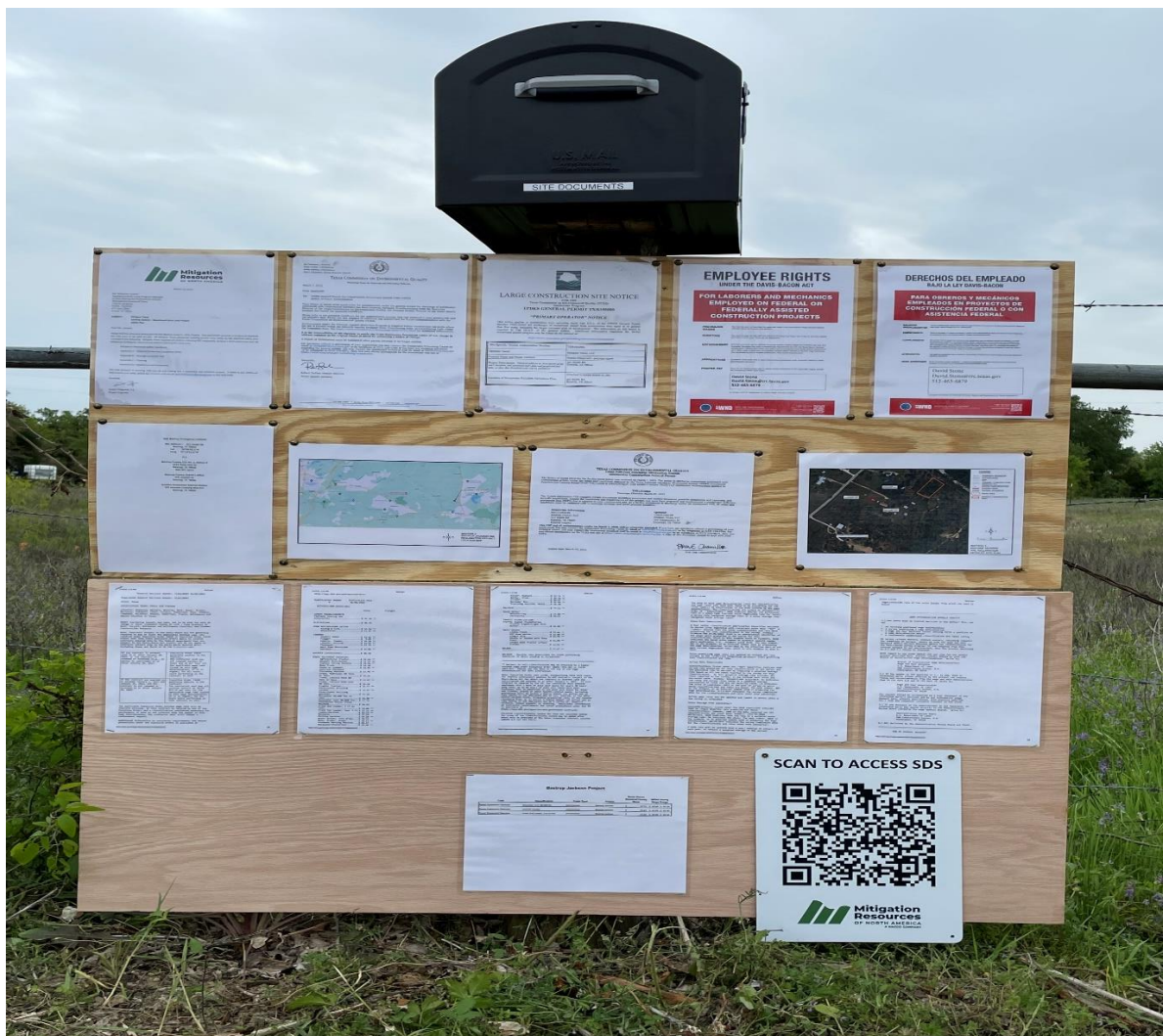
**WAGE AND HOUR DIVISION**
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd


WH1321 REV 10/17

Davis-Bacon Act Audits: From time to time, representatives of RRC or Department of Labor may conduct confidential site interviews of workers to verify compliance with the Davis-Bacon Act. Workers shall not be retaliated against or harassed for participating in these interviews, and Vendor(s) may not ask interviewees any questions about these site interviews. Vendor's employees and any subcontractor's employees shall cooperate and answer interview questions without any coaching by management.

Posting Requirements Generally: The Davis-Bacon Act posters (in English and Spanish), applicable wage determinations, and conformance documents listing the federal prevailing wages shall be displayed in a prominent location on every federally-funded worksite. Signage should not be obscured or hidden. One example of compliant signage meeting these requirements is provided in the pictures below.



Bastrop Jackson Project

Craft	Classification	Trade Type	Project	Davis Bacon Required Hourly Wage	MRNA Hourly Wage Range
Power Equipment Operator	Excavator over 50,000 lbs	Journeyman	Bastrop Jackson	\$ 17.71	\$ 45.00 - \$ 85.00
Power Equipment Operator	Crawler Tractor	Journeyman	Bastrop Jackson	\$ 15.67	\$ 45.00 - \$ 85.00
Power Equipment Operator	Front End Loader, 3 cy or less	Journeyman	Bastrop Jackson	\$ 13.04	\$ 45.00 - \$ 85.00

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"General Decision Number: TX20230007 01/06/2023

Superseded General Decision Number: TX20220007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McLennan and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<https://sam.gov/wage-determination/TX20230007/0>

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<http://www.dol.gov>

Modification Number
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SUTX2011-006 08/

CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....

ELECTRICIAN.....

FORM BUILDER/FORM S Paving & Curb Structures.....

LABORER

Asphalt Raker...
Flagger.....
Laborer, Common
Laborer, Utility
Pipelayer.....
Work Zone Barrier Servicer.....

PAINTER (Structures).

POWER EQUIPMENT OPERATOR

Agricultural Tractor
Asphalt Distributor
Asphalt Paving Machine
Boom Truck.....
Broom or Sweeper
Concrete Pavement Finishing Machine
Crane, Hydraulic
or less.....
Crane, Lattice Boom
tons or less.....
Crane, Lattice Boom 80 tons.....
Crawler Tractor
Directional Drill
Locator.....
Directional Drill Operator.....
Excavator 50,000 lbs. or less.....
Excavator over 50,000 lbs.....
Foundation Drill, Mounted.....
Front End Loader, Less.....
Front End Loader, Loader/Backhoe.....
Mechanic.....
Milling Machine.....
Motor Grader, Fine
Motor Grader, Rough
Pavement Marking Machine
Reclaimer/Pulverizer

<https://sam.gov/wage-determination/TX20230007/0>

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<http://www.dol.gov/whd/govcontracts>.

SAM.gov

Modification Number Publication Date
0 01/06/2023

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER		
Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor.....	\$ 12.69	**
Asphalt Distributor.....	\$ 15.55	**
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	**
Crane, Lattice Boom over 80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling Locator.....	\$ 11.67	**
Directional Drilling Operator.....	\$ 17.24	
Excavator 50,000 lbs or less.....	\$ 12.88	**
Excavator over 50,000 lbs...\$ 17.71		
Foundation Drill, Truck Mounted.....	\$ 16.93	
Front End Loader, 3 CY or less.....	\$ 13.04	**
Front End Loader, Over 3 CY.\$ 13.21		**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade....\$ 18.51		
Motor Grader, Rough.....	\$ 14.63	**
Pavement Marking Machine....\$ 19.17		
Reclaimer/Pulverizer.....	\$ 12.88	**

<https://sam.gov/wage-determination/TX20230007/0>

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<https://sam>

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Roller, Asphalt.....\$ 12.78 **
Roller, Other.....\$ 10.50 **
Scraper.....\$ 12.27 **
Spreader Box.....\$ 14.04 **
Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 **

Steel Worker

Reinforcing.....\$ 14.00 **
Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole
Worker.....\$ 16.00 **

TRUCK DRIVER

Lowboy-Float.....\$ 15.66 **
Off Road Hauler.....\$ 11.88 **
Single Axle.....\$ 11.79 **
Single or Tandem Axle Dump
Truck.....\$ 11.68 **
Tandem Axle Tractor w/Semi
Trailer.....\$ 12.81 **

WELDER.....\$ 15.97 **

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20) or 13658
(\$12.15). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

<https://sam.gov/wage-determination/TX20230007/0>

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negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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<https://sam.gov/wage-determination/TX20230007/0>

Guidelines for Employing Subcontractors

Subcontractor Supervision: Vendor(s) shall not employ subcontractors that are unable to comply with *Attachment 8*. Subcontractors must strictly adhere to all federal terms and conditions, which Vendor(s) shall monitor. If Vendor(s) become aware of non-compliance, the subcontractor shall promptly correct the non-compliance or be dismissed.

Requirement of Written Subcontract: All subcontractors must enter into a written contract with Vendor(s) prior to performing services under the Solicitation. In an emergency situation involving imminent risk to human life, health, safety or welfare, a subcontractor may be employed that has not signed a prior written subcontract.

Form of Written Subcontract: No particular set of words is required in the written subcontract, but at minimum, the subcontract shall incorporate by reference the federal terms and conditions in *Attachment 8* along with exhibits, *Attachment 9*, and this *Attachment 10*. This subcontract shall be signed by someone with authority to sign for the subcontractor. The written subcontract with all incorporated attachments and exhibits must be in a substantially form to the sample subcontract below:

Sample Subcontract

I, **[fill in name of undersigned]** acting as duly authorized representative of **[fill in entity name]** certify that **[fill in entity name]** shall comply with the appended Federal Terms and Conditions, Exhibits A-E, and the Guidelines for Adhering to Federal Terms and Conditions (collectively, “the Federal Terms and Conditions”) while performing services for **[fill in general contractor name]** on worksites funded in whole or in part by federal grant or cooperative agreement money. These Federal Terms and Conditions shall constitute a binding covenant upon any of **[fill in entity name]**’s subcontractors, successors, or assigns, and as such, these terms shall be incorporated in writing into any subcontracts in substantially the same form as this Subcontract. By affixing my signature below, I certify that I have read and understand the Federal Terms and Conditions and upon written notice by **[fill in general contractor name]** that a site is funded by federal grant or cooperative agreement funds, **[fill in entity name]** and any of **[fill in entity name]**’s contractors

will be expected to comply with the Federal Terms and Conditions, including but not limited to the Davis-Bacon Act and its weekly payroll and wage certification requirements.

Name [print]

Signature

Company Name

Subcontractor Registration in eComply: Prior to a subcontractor performing work under this Solicitation RFQ 455-25-1010 High H2S Well Plugging and Related Services, a subcontractor must register in eComply. Subcontractors that employ laborers or mechanics on a site funded by federal grant money must register in eComply and submit weekly wage certifications. This provision does not apply to sole proprietors that do not employ laborers or mechanics.

Invoicing

Invoices for services performed other than invoices by a subcontractor must be submitted to RRC on a monthly basis to avoid incurring administrative late fees.