

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



Date: May 31, 2024

Type of Solicitation: Request for Proposal

Name of Solicitation: Registration Services

Solicitation Number: 582-25-00004

Class 915, Item 23

Pre-Proposal Conference: June 7, 2024 at 3:00PM (Central Time); No physical location is scheduled. TCEQ will livestream the Pre-Proposal Conference using Microsoft Teams Live Event. Vendors will not be allowed to attend the Pre-Proposal Conference in-person.

Link to virtual Pre-Proposal Conference: [Pre-Proposal Conference](#)

The Pre-Proposal Conference is Non-Mandatory

Deadline for Submission of Questions: June 14, 2024 at 3:00PM (Central Time)
(Questions must be submitted via email, see Responder General Instructions)

Responses Due: July 8, 2024 at 3:00PM (Central Time)

Description: The Texas Commission on Environmental Quality (TCEQ) seeks to contract for Registration Services for seminar account events specified by TCEQ. Services will be web-based pre-registration, exhibitor registration, and on-site registrations. The Contract will commence on September 1, 2024, or the date of last Contract signature, whichever is later, and continue through August 31, 2025. This Contract may be renewed for three (3) one-year periods upon mutual written agreement between both Parties.

NOTE: Subcontracting opportunities have been identified. See TCEQ Historically Utilized Business (HUB) Program instructions for completing HUB Subcontract Plan (Solicitation, page 72). Instructions attached as a separate PDF document posted to the ESBG with this Solicitation. You are encouraged to seek assistance in completing the HSP or request a courtesy review from the TCEQ HUB Coordinator, Claribel Diaz, at (512) 239-1273 or at claribel.diaz@tceq.texas.gov.

PURCHASING AUTHORITY:

- Competitive Sealed Proposals (RFP) Gov't Code 2156, Subchapter C
- Scientific & Technical Environmental Services (RFP) Texas Water Code Section 5.2291, Gov't Code Chapter 2254.003
- Professional Services (RFP) Gov't Code 2254.003
- Purchase of Automated Information Systems (RFO) Gov't Code 2157
- Professional and Consulting Services (RFQ) Gov't Code 2254.004
- Authority to Award Grants (RFGA) Texas Water Code, Chapter 5, Section 5.124
- Biddable Goods and Services (IFB) Gov't Code 2155

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TCEQ Points of Contact for This Solicitation

TCEQ Procurements and Contracts Representative

Name: Elvarina Hatcher Telephone: 512-239-5675

Email: Elvarina.Hatcher@tceq.texas.gov

Proposals for the Solicitation will only be accepted via email. One signed Adobe portable document format (PDF) searchable file must be submitted as an email attachment to the following address: Procurements&Contracts@tceq.texas.gov.

TCEQ Historically Underutilized Business (HUB) Coordinator HUB Program

Coordinator:

Claribel Diaz
(512) 239-1273

Email: claribel.diaz@tceq.texas.gov

Assistant HUB Coordinator:

Maria Rodriguez
(512) 239-6897
Email: maria.rodriguez@tceq.texas.gov

The HUB requirements are found in Chapter 2161, Texas Government Code and 34 Texas Administrative Code, Chapter 20, Subchapter D. The HSP forms and additional information about the HUB program is found at the Texas Comptroller's website (<https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>).

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RESPONDER GENERAL INSTRUCTIONS

Pre-Proposal Conference

If a Pre-Proposal Conference is scheduled for this Solicitation, the date, time and location are on the Cover Page. Any Pre-Proposal Conference scheduled after release of this Solicitation will be announced in an addendum posted on the Electronic State Business Daily (ESBD) link <https://www.txsmartbuy.com/esbd>.

Questions Regarding the Solicitation

Deliver questions in writing by the Deadline for Submission of Questions listed on the Cover Page to the TCEQ Procurements and Contracts Representative by **e-mail only**. The email address to use for submitting questions is

Procurements&Contracts@tceq.texas.gov.

Please include the following information in the subject line of the email: Solicitation Name, Solicitation Number, and the Due Date for Responses.

TCEQ has sole discretion as to whether to respond to questions. For questions to which it chooses to respond, TCEQ will provide answers to questions in an Addendum posted on the ESBD within ten to fourteen (10-14) days prior to the Due Date for Responses. TCEQ may, at its sole discretion, extend the Due Date for Responses to provide Responders additional time to make revisions.

Addenda

Any changes to the Solicitation, deadline dates, and all responses to questions will be posted as addenda on the ESBD. All addenda are part of the Solicitation. No other explanations, interpretations, or changes will be considered official or binding. It is Responder's responsibility to ensure review of all of the addenda.

Changes to the Terms and Conditions

Exceptions that are not advantageous to TCEQ may result in the deduction of points in the evaluation or disqualification of the Response.

Cost of Preparing the Response

The Responder is responsible for all costs incurred in the preparation and submission of a Response.

Quantity and Nature of the Work

Responders are required to inform themselves of all conditions which may affect the performance or the prices. By submitting a Response, Responder expressly waives any claims that there was a misunderstanding concerning the quantities or the nature of the Work.

Historically Underutilized Business (HUB) Subcontracting Plan (HSP)

The Table of Contents indicates whether an HSP is required. Even if an HSP is not indicated, any Response submitted with costs of \$100,000 or more over the life of the contract (including any possible renewals) must include a completed HSP. Failure to submit a HUB Subcontracting Plan, if required for the Solicitation, will result in rejection of the Response.

You are encouraged to seek assistance in completing the HSP from the TCEQ HUB Program Coordinator, Claribel Diaz, at claribel.diaz@tceq.texas.gov. TCEQ will respond to timely and relevant inquiries. The HSP must demonstrate you made a good faith effort to include HUBs in subcontract work. If there are any changes to the information in the HSP after it is submitted, you must obtain prior approval from TCEQ.

Preparation of Responses

Responses become TCEQ records and cannot be returned. Responses are to be in the format of one (1) electronic searchable PDF document of the entire proposal and shall not be password protected. In order for the proposal to be deemed responsive, the electronic version must contain the entire proposal, including proposals for specific areas of work within the scope of work for which the respondent is proposing to contract. Additionally, the electronic version must contain a scanned copy of a signed Responder's Signature and Information page. If these requirements are not met, then the Response may be disqualified.

Prepare the Response as follows:

- Include all information listed on the Response Contents page;
- Obtain any missing applicable forms from TCEQ with sufficient time to complete and submit them in the Response;
- Complete the applicable forms in this Solicitation;
- Create any other applicable documents;
- Insert all the applicable documents behind the specified tabbed sections. If there is no information to include behind a tab, include a sheet behind the tab stating "Not Applicable;" and
- Sign the Response on the Responder's Signature and Information page. Create a PDF of the signed form and place behind TAB 1. Responses not containing a PDF of a signed Responder's Signature and Information Page may not be considered.
- Create a PDF of the entire Response for email submission to the TCEQ.

Submission of Responses

- Due to size limitations on TCEQ's emails, Responses that exceed 32 megabytes must be divided into multiple files and submitted over multiple emails. Include on the subject line the total number of emails being sent. For example, 1 of 2, then 2 of 2.
- TCEQ will not accept proposals submitted via drop box links or File Transfer Protocol (FTP).
- Submit the Response by the due date on the Cover Page to the following email address: Procurements&Contracts@tceq.texas.gov. Do not submit Responses by any other method.

If the Response preparation or submission requirements are not met, the Response may be considered non-responsive and disqualified. TCEQ is not responsible for documents that cannot be read. Unreadable Responses may be, at TCEQ's discretion, rejected as non-compliant.

Responses cannot be altered, amended, or withdrawn after the Due Date and Time.

Due Date/Late Responses

It is Responder's responsibility to ensure timely delivery of the Response to TCEQ by the date and time on the first page of this solicitation. Except under extreme circumstances beyond the control of the Responder, non-responsiveness will be at the sole discretion of the agency. TCEQ will not be responsible for failure of email services.

TCEQ's Acceptance of Responses

TCEQ may reject Responses that do not comply with requirements in the Solicitation and state and federal laws. TCEQ may accept or reject all or any part of any Response, waive procedures for submitting Responses, waive formalities and/or minor technicalities, and award by item or groups of items, whichever best serves the interests of TCEQ. TCEQ may also cancel this procurement and withdraw this Solicitation at any time before a contract is signed by TCEQ. TCEQ shall be the sole judge of the best interests of TCEQ. A virtual receipt of Responses will be provided by a TCEQ Procurements and Contracts representative.

Evaluation

The pricing and all terms and conditions of Responses are fixed for 120 days from receipt by TCEQ. Best and Final Offers (BAFOs), if requested by TCEQ, are fixed for 60 days. To determine the most advantageous Response, in addition to price, TCEQ may consider other relevant criteria, which are described more fully in Section 2, Evaluation Criteria. TCEQ may use information regarding the Responder's performance on past TCEQ contracts in the evaluation of qualifications. In addition, TCEQ will use the information contained in the Texas Comptroller of Public Account's vendor performance tracking system in the evaluation of qualifications.

Selection

Depending on the applicable procurement method and solicitation type, in order to secure the best value for the State, TCEQ may take one or more of the following actions in the selection process:

- Accept the highest scoring Response without changes.
- Request clarifications, assurances, and corrections.
- Conduct discussions on Responses scoring within a competitive range and request Best and Final Offers (BAFOs). The BAFO must be in compliance with all requirements.
- Modify the selection criteria and apply it to BAFOs, provided that the modifications do not materially affect initial applicant eligibility or invitation to submit a BAFO. Conduct discussions on Responses scoring within a competitive range and request Best and Final Offers (BAFOs).
- Select the highest scoring BAFO and accept it without changes or negotiate better terms.
- In the case of a tie which cannot be resolved by application of one or more statutory preferences, a selection may be made that is in the best interest of the State.
- The TCEQ may award one or more contracts based on the amount of work that TCEQ foresees needing performed.
- TCEQ may award contracts to other contractors at a later date under this solicitation or through another appropriate method, including another solicitation.

Certification of Interested Parties

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the state agency at the time the business entity submits the signed contract to the state agency.

The Texas Ethics Commission has provided a list of [Frequently Asked Questions](#) and the certification form on their web site at <https://www.ethics.state.tx.us/filinginfo/1295/> for your review.

If you are a selected vendor for a contract that meets the requirements for Certification of Interested Parties, you will be given instructions on how to obtain this certification form at the time of award.

Protest Procedures

An actual or prospective Responder or Contractor who is aggrieved in connection with the Solicitation, evaluation, or award of a contract by TCEQ may formally protest to the TCEQ Manager of Procurements and Contracts. TCEQ Protest Procedures can be found at [30 Texas Administrative Code Part 1, Chapter 11, Subchapter B, §11.2](#).

Public Information

The Response is a public record. By signing and submitting a Response, Responder hereby acknowledges:

- That the Response and subsequent documents submitted to TCEQ are subject to the Texas Public Information Act (PIA);
- That it is Responder's obligation to specifically identify information it contends to be confidential or proprietary and accepts that TCEQ may in its sole discretion deem a Response as non-compliant; and
- That Responder grants a royalty-free, non-revocable, world-wide, perpetual license to reproduce, any copyrighted portions of the Response and subsequent documents to comply with the Legislative Budget Board (LBB) reporting requirements, PIA disclosures, or any other reporting requirements mandated by law or statute.

Conflict of Interest

Responder shall disclose apparent, potential, or actual conflicts of interest known with the Response in **Tab 8**. Responder has a continuing obligation to disclose conflicts of interest during this Solicitation, and if awarded, during the Contract Period. TCEQ may refuse to contract with Responder or terminate any Contract due to an apparent, potential, or actual conflict of interest.

Section 2: SOW & Evaluation Criteria Separation Page

SCOPE OF WORK

I. INTRODUCTION

The Texas Commission on Environmental Quality (TCEQ) conducts approximately ten (10) educational seminars/workshops in various locations in Texas. There will be small (100 - 200 attendees), medium (200 - 500 attendees), and large (500 or more attendees) events. Small and medium events may be hybrid (in-person and virtual attendees). The largest event TCEQ conducts is the Environmental Trade Fair and Conference (ETFC). Previously held annually at the Austin Convention Center, the ETFC will be held at the Henry B. Gonzalez Convention Center in San Antonio beginning in 2025 through 2028. This event has approximately 2,500 registered attendees and 350 exhibiting entities with 1,500-2,000 exhibitor staff. The Texas Environmental Excellence Awards (TEEA) Banquet has approximately 400 attendees. TCEQ will, at the beginning of the contract period, provide Contractor a list of scheduled events requiring registration services. See Attachment A for a Tentative Calendar of Events. A list of possible events may also be found at www.tceq.texas.gov/p2/events. During the fiscal year, TCEQ reserves the right to add or remove events from the list. TCEQ will coordinate event dates with Contractor, but TCEQ will make the ultimate decision in scheduling the event. TCEQ will also determine the format (in-person or hybrid) of the event.

II. DESCRIPTION OF WORK

The Contractor must provide comprehensive registration services that perform both web-based and on-site registration functions for small, medium, and large events including the annual ETFC and TEEA Banquet. Web-based registration services include online registration, credit card payments, real-time exhibitor booth sales, online conference evaluations, and financial reporting. On-site registration services include staffing, checking in exhibitors/attendees, printing name badges, processing on-site registrations, and processing registration payments.

A. REGISTRATION SYSTEM

1. Requirements:
 - a. The registration system must automatically generate an email confirming registration and payment.
 - b. Cancellations must be received in writing and within the time frame established for each event. Contractor will process cancellations within two (2) working days and refund fees to customers in accordance with each event's guidelines. The Contractor shall waive cancellation fees for registrations cancelled by TCEQ staff.
 - c. The attendee and exhibitor registration system must accommodate data such as early registration, regular registration, on-site registration, one day registration, discounted registration, complimentary registration, license information for Continuing Education Hours (CEH), special workshops, luncheon registration, breakout sessions, and booth number, and any other item requested by TCEQ. The data required will be event specific and determined at the pre-conference meeting or call.
 - d. The exhibitor registration page must include approved TCEQ Terms and Conditions. The registration page must also state that exhibitors who violate these Terms and Conditions will forfeit their purchased booth space. The exhibitors must be required to check a box or make a similar commitment agreeing to the Terms and Conditions prior to being able to select and purchase

booth(s). Attendees and exhibitors will be required to check other Terms and Conditions as needed.

- e. Contractor will maintain a waiting list of exhibitors requesting to be contacted if space becomes available after the floor is sold out. Contractor will notify companies on the waiting list on a first come, first served basis if booth space becomes available. The waiting list will be available to TCEQ at all times. The process for notifying companies will be discussed and determined by the Contractor and TCEQ in the pre-conference meeting or call.
- f. Contractor may provide lead retrieval equipment and services to exhibiting companies. TCEQ must approve any rental fee. Exhibitor will pay rental fee directly to Contractor with no supplemental cost to TCEQ. Contractor will work with the TCEQ's event manager to ensure information on lead retrieval equipment is included in the exhibitor manual.

2. Deliverables:

- a. Contractor will provide a comprehensive web-based registration system for attendee registrations and exhibit booth sales. Contractor shall collect the following data on each registration: name, title, company name, address, city, state, zip code, phone number, and email address.
- b. Once online registration is open and for a period of thirty (30) working days after the event, Contractor will provide telephone and technical support between the hours of 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding Texas state and federal holidays, to answer end user's questions regarding conference or exhibit registration. Contractor will contact TCEQ within twenty-four (24) hours of an attendee or exhibitor related problem occurring.
- c. Contractor is responsible for making two (2) written attempts to collect on insufficient funds and disputed credit card charges (charge backs). Within twenty-four (24) hours of the occurrence, contractor will make first written attempt to collect funds. Second collection attempt will occur within ten (10) working days after first attempt. If no response is received after second attempt, Contractor will forward information to TCEQ within five (5) working days. Contractor shall reimburse TCEQ for any funds which becomes uncollectable, or which is lost due to any act or omission of the Contractor or its officers, agents, or employees. TCEQ will be sole judge of when funds are uncollectable due to any act or omission of the Contractor or its officers, agents, or employees.
- d. At a date set by TCEQ, the Contractor must provide an exhibit booth sales and booth mapping application that includes use of an interactive, real-time exhibit floor plan. It must include the ability to plot the booths using specific criteria including location, type of booth (corner booth, double booth, etc.), and different prices. The registration page must accommodate one exhibitor purchasing multiple booths as well as exhibitors registering multiple staff. It also must have the ability to assign a status of 'hold' or 'sold' to each plotted booth. Furthermore, the Contractor must be able to simultaneously process multiple transactions instantly. TCEQ will provide Contractor with the exhibit booth layout.
- e. Contractor must supply 3" X 4" name badge paper inserts with event logo and also provide plastic badge holders and lanyards. These badges will be for all registered attendees, speakers, moderators, facilitators, complimentary

participants, staff meals, and exhibitors, etc. When registrations are processed on-site, contractor must provide individual attendee specific information upon request by attendees. Examples of an individual attendee's specific information would include items like an on-site printed badge, continuing education form(s), a specific classroom schedule for the attendee, and table seating numbers. TCEQ may also require the Contractor to print a pocket agenda for each attendee.

- f. Contractor will provide container(s) and signs for the collection and reuse of plastic badge holders and lanyards. Contractor will collect badge holders and lanyards for reuse.
- g. For smaller and medium events, Contractor may be required to print and assemble name badges prior to event and provide them in alphabetical order. For larger events, Contractor will provide an automatic bar code, or similar instant/rapid registration equipment system, to produce name badges on-site. Contractor will provide computers, with appropriate software, printers, bar code scanners, and supplies to produce name badges on-site. Contractor must secure electricity and Internet service as needed for registration. The TCEQ, at its option, may provide electricity and Internet service at no charge to the Contractor.
- h. Contractor will prepare two (2) to four (4) customized, broadcast, HTML emails to registered event attendees and/or exhibitors for smaller and medium events. Contractor will prepare eight (8) to twelve (12) emails for larger events. The number of emails sent by Contractor will be addressed in the event information sheet provided by TCEQ. All broadcast emails will be reviewed and pre-approved by TCEQ. Contractor shall have the ability to send HTML email blast to attendees or exhibitors with interactive online evaluation surveys, online continuing education forms, and/or save the date information for future events.
- i. Contractor shall provide each exhibitor the following items in an email (unless directed not to by the TCEQ):
 - 1) Exhibitor list in alphabetical order by company or by booth number (excluding email addresses).
 - 2) Attendee List in alphabetical order by last name (excluding email addresses).
 - 3) Link to Conference Program (provided by TCEQ)Contractor will make these lists (excluding email addresses) available electronically to exhibitors prior to event and up to thirty (30) working days after event.
- j. As requested by TCEQ, Contractor shall provide staff for any of the following:
 - 1) On-site registration (including greet attendees, print badges, accept registration payments, and collect CEH forms).
 - 2) Check-in for exhibitors the day before an event, including the day before ETFC in the exhibit hall.Number of staff required will be determined during the pre-conference meetings.
- k. Contractor must provide TCEQ's Exhibitor Services Contractor with weekly updated lists of exhibitors' contact email addresses for sending out the exhibitor kit.

B. WEB PAGES

1. Requirements

TCEQ will specify a number of colors for web pages that correspond with event logos.

- a. TCEQ will supply necessary artwork for the registration site in a format specified by the TCEQ. Examples of formats used by TCEQ include TIF, EPS, or PDF files.
- b. During the web page development process, TCEQ reserves the right to require modifications to the draft web page. After TCEQ approves the final web page, TCEQ will reimburse Contractor for the reasonable cost of modifying the web page, except alterations due to Contractor's error will be at Contractor's expense. TCEQ has sole discretion to determine if alterations are due to Contractor's error and reasonable cost of modifying an approved web page.
- c. The web pages must meet federal accessibility requirements. All electronic deliverables must meet State of Texas accessibility requirements in 1 TAC Chapters 206 and 213.
- d. Contractor's software shall be compatible with TCEQ's network environment. The TCEQ Network Authentication System is currently ADFS in a client/server environment. Applications must be compatible with Microsoft Windows Server 2012 R2 or higher, or Redhat 7x or higher, and any database with Oracle 19c or higher. Local Area Networks (LANs) are primarily 1Gbps fast Ethernet. The minimum client configuration is 16 GB of RAM running Windows 10 Professional, 64-bit Operating System. The printers are primarily HP LaserJets ranging from the 5si series to the 9040 series. There are also leased Kyocera multi-function copiers with network printing capabilities. Due to TCEQ information technology requirements and policies, it may not be possible to add additional software to TCEQ computers.

2. Deliverables:

- a. Contractor's web pages will have the functionality that allows a user to return to the original main navigational screen from any screen within the web page.
- b. Proofs required: Two tests and a final test for approval. Dates will be specified in timeline approved by TCEQ after input from Contractor at pre-conference meeting or call.
- c. Contractor will provide a high-quality registration web page(s) that includes the event graphics.
- d. Contractor will provide a URL for TCEQ to link to the Contractor registration website.
- e. For large events (200 or more attendees) as requested by TCEQ, including ETFC, Contractor will provide mobile website (either dedicated mobile or responsive design) format for all functions on the main registration website, including but not limited to: agenda, bios, evaluations, floor plan, maps, and parking info.

C. PRE-CONFERENCE MEETING

1. Requirements:

- a. Meetings and conference calls will be event specific.

- b. At the pre-conference meeting and/or call, TCEQ will provide an event information sheet detailing deliverables and timelines for the specific event. Changes to deliverables and to timeline may be necessary as event progresses.
- c. During pre-conference meeting and/or call, TCEQ, after consultation with Contractor, will determine opening dates for attendee and exhibitor registration, on-site registration set up and staffing needs for each specific event.
- c. Timeline for production and delivery of registration web pages will be specified during pre-conference meeting and/or call and included in the event information sheet.

2. Deliverables:

- a. Contractor or Contractor's representative(s) must participate in pre-conference meetings or conference calls (in-person and virtually) when requested by TCEQ.

D. DATA AND REPORTS

1. Requirements:

- a. TCEQ-approved staff will have access to registration data related to TCEQ events with a password as needed. Approved TCEQ staff will have single-point, remote, and read-only access to all data 24 hours per day, seven (7) days per week, except during scheduled maintenance, which must be conducted between 10:00 p.m.-4:00 a.m. Central Time. All raw data must be downloadable into an Excel format beginning with the first registration for the event and be accessible to TCEQ for three (3) years. Contractor shall provide designated TCEQ staff with usernames and passwords to access online reports and information. Contractor must retain all data for three (3) years from the date of the event. Data must include all financial transactions. Contractor will exclude credit card numbers in the data and reports available to TCEQ.
- b. TCEQ must have the ability to create and run ad-hoc (customized) reports by each event based on all the data in the registration systems. Reports must be able to be imported into an Excel format.
- c. Contractor is prohibited from using any email address, personally identifiable information and financial information (credit card numbers) obtained while providing services under this contract for any other purpose and from releasing these email addresses or information to other parties.
- d. Registration system shall include data management, security and backup system to ensure quality and integrity of the data.
- e. At a minimum, report(s) must include:
 - 1) Contact information (name, company name, and email address)
 - 2) Registration information (order/registration date, order number, booth number(s))
 - 3) Registration types (early registration, registration, on-site registration, expo hall only, student discount, etc.), lunch for attendees, lunch for staff, exhibitor registration, and cancellations)
 - 4) Payment information (identify all transactions, list total charges, item or service billed for, discount amount and type, total payment, and payment method)

- 5) Cancellations must include the original registration date, registration type, payment, cancellation date, cancellation fee, and refund amounts.
- 6) If multiple registrations are purchased within one transaction, TCEQ, after consultation with the Contractor, will decide how this information will be displayed in the report(s).
- 7) Comments section (for explanations or to provide additional information)

2. Deliverables:

- a. Contractor must provide sample event report(s) to be used for all events that are to be reviewed and approved by TCEQ.
- b. Contractor shall provide a roster of attendees and exhibitors to TCEQ as specified in the event timeline.
- c. Contractor shall create, send out and tabulate the results of online evaluations filled out by attendees and exhibitors at the conclusion of events, as requested. For larger events (over 200 people), evaluations will consist of approximately ten (10) to twenty (20) speakers per event. For ETFC, evaluations will address approximately 100 classes with 150 speakers. The format and content of these evaluations will be approved by TCEQ. Contractor shall provide evaluation results to TCEQ electronically within fifteen (15) working days of conclusion of each event.
- d. Contractor will provide final event summary report within fifteen (15) business days of conclusion of each event. Reports must include: attendee lists, cancellations, exhibitor lists, and “no shows”.

E. FINANCIALS

1. Requirements:

- a. The total budget for this contract is intended to cover completion of the primary objectives and deliverables according to the scope of services. Note that any reports, lists, data, etc. must be available to TCEQ at all times.
- b. For each event, Contractor will submit a schedule of work activities (i.e., event information sheet) and request for estimate for approval by TCEQ. Any costs not included nor approved by TCEQ in the event information sheet and its supporting estimates shall not be eligible for reimbursement. No work can start until TCEQ has approved the event information sheet and supporting estimates.
- c. If the Contractor is charged a fee by the registration software vendor for processing registration payments, the Contractor may charge TCEQ a single transaction fee (i.e., percentage) for each transaction. If the registration software vendor charges Contractor a fee for refunds/cancellations, the Contractor may charge TCEQ a fee for handling the transaction. Registration and transaction fees must be listed on the Price form and be accounted in the financial statements (refer to Section E.1.e.3). Fees charged to the TCEQ must not exceed the amount Contractor pays to third-party for these transactions.
- d. If TCEQ finds it necessary to require corrections to completed work, (i.e., attendee or exhibitor list, registration web pages) due to errors made by the Contractor, the Contractor will correct the work at no cost to TCEQ. If TCEQ requires changes in previous satisfactory completed work, the Contractor will make such changes as directed by TCEQ and will be compensated per a previously agreed upon written estimate.

- e. Contractor must provide a sample financial statement to be used for submitting payments for all events. ETFC statements may have a different format due to the various registration categories. Financial statement must be in an Excel or PDF ready to print (8.5" x 11") format. Financial statements must reflect all registration transactions including cancellations and refunds incurred in the statement reporting period. TCEQ, after consultation with the Contractor, will decide how the information in the financial statement will be displayed. At a minimum, the financial statement must include:
 - 1) Summary of each registration type (final counts and total amount received for each category)
 - 2) Allocation of payment received for each payment type
 - 3) Detailed summary of charges Contractor is charging TCEQ
 - 4) Summary of payments made to TCEQ (including transaction number and payment date)
 - 5) Titles and headings identifying the report name, event name, event date, and column names.
 - 6) Recap of what was collected, what was charged to TCEQ, the funds owed to TCEQ and have a final balance of \$0.00.
 - 7) Cancellations must include the original registration date, registration type, payment, cancellation date, cancellation fee, and refund amounts.
- f. All TCEQ funds received must be deposited into a non-interest-bearing account by Contractor. Funds will be able to be forwarded to TCEQ once deposited and cleared into Contractor's non-interest-bearing bank account.
- g. Prior to submitting funds to TCEQ, Contractor will forward the financial statements electronically to TCEQ for review and approval. ETFC funds must be submitted by Contractor at least monthly to reflect the frequency of revenue collected from the registration software system. Contractor may forward funds to TCEQ more frequently if ETFC funds for remittance are available sooner. For non-ETFC events, funds must be submitted by Contractor as total funds collected reaches \$10,000, or at the time an event closes, or at the end of the contract period (whichever comes first).
- h. Upon TCEQ's approval of the financial statements, Contractor will forward deposited funds and related financial report(s) to: TCEQ Financial Management, MC 214; P. O. Box 13088, Austin, Texas 78711-3088.
- i. Travel expenses between work sites and any office location from which Contractor is responding are considered a cost of business and are not reimbursable under this Contract.
- j. Travel reimbursement may be considered by TCEQ when an event is located outside of the Austin area. TCEQ may include the hotel rooms for Contractor and Contractor's Registration staff when negotiating the rate for TCEQ staff at the event hotel.
- k. Travel expenses, if approved by TCEQ in writing in advance, will be reimbursed by TCEQ at the current state rate for hotel costs and vehicle mileage as specified at GSA per diem rates. Contractor must include receipts for reimbursement. Contractor will be reimbursed for actual meal costs not to exceed GSA per diem rates. Contractor will not be reimbursed for alcohol or tip, or other items not normally reimbursed to TCEQ employees in travel status.

- l. If the TCEQ authorizes reimbursement to Contractor for lodging, meals, and other travel-related expenses, then Contractor must not charge labor hours for travel between the work sites and any office location from which Contractor is responding.
 - m. All staff labor hours invoiced by the Contractor must be for actual hours worked and supported by documentation.
 - n. Contractor must keep all records for up to three (3) years for auditing purposes. This includes records for documenting all staff labor hours charged in the Contract.
2. Deliverables:
 - a. Contractor will accept registrations and payments online and on-site. The Contractor shall be responsible and shall protect TCEQ from loss of any funds collected while the funds are in the custody of the Contractor. Contractor shall not be entitled to overpayments and shall not retain any portion of an overpayment. The Contractor will only accept payments by credit card. It is our policy not to accept purchase orders and to require payment in advance.
 - b. Contractor will forward all financial statements and payments as required in Section E.1.(g) and E.1.(h).
 - c. Final ETFC financial statements and payments must be received within forty-five (45) working days after event or by the end of the contract period (whichever comes first). Final financial statements and payments for all other events must be received within thirty (30) business days after event or by the end of the contract period (whichever comes first).

III. KEY PERSONNEL

Contractor must designate Key Personnel for the positions listed below. Contractor may designate other positions on the Price form that may work on the Contract at set hourly rates and perform some of the duties of the designated Key Personnel or other auxiliary duties necessary to perform the deliverables under the Contract.

A. Program Manager/Event Lead:

Contractor shall designate one (1) person to serve as Project Manager/Event Lead. Serves as the main point of contact between the Contractor and the TCEQ. Responsible for managing and coordinating exhibitor services related to TCEQ events. Work involves establishing program goals and objectives; developing program guidelines, procedures, policies, rules, and regulations; developing schedules, priorities, and standards for achieving program goals; evaluating program activities; developing budget requests; and coordinating program activities. Plans, assigns, and supervises the work of others. Works under minimal supervision with extensive latitude for the use of initiative and independent judgment. Minimum Qualifications: Five (5) years of experience in positions with similar responsibilities.

B. Accountant/Budget Analyst:

Contractor shall designate one (1) person responsible for invoicing and preparing financial statements related to all TCEQ events. Minimum Qualifications: Three (3) years of experience in positions with similar responsibilities.

C. Event Coordinator/Planner:

Contractor shall designate one (1) or more personnel responsible for providing on-site registration services. Duties including assisting pre-registered attendees, producing on-site badges, processing on-site registrations/payments, and collecting Continuing Education Hour forms. Minimum Qualifications: Two (2) years of experience in positions with similar responsibilities.

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ATTACHMENT A

Tentative Calendar of Events With Estimated Attendance*

Trade Fair

June 3-4, 2025, San Antonio
5,000 attendees and exhibitors, 300+ exhibitor booths

[Trade Fair website link](#)

Future Trade Fair dates (San Antonio)
May 19-20, 2026; May 11-12, 2027; May 16-17, 2028

Texas Environmental Excellence Awards (TEEA) Banquet

June 10, 2025, Bob Bullock Museum Austin

June 9, 2026, Austin

200+ attendees

[TEEA website link](#)

Three (3) Dam Safety Workshops

Summer 2025, Locations TBD

100 attendees at each workshop

[Dam Safety Workshops website link](#)

Pollution Prevention Waste Management Workshop

Date TBD Austin

200 attendees

[Pollution Prevention website link](#)

Water Quality/Stormwater Seminar

Fall 2025, Austin

300 attendees

[Water event website link](#)

Advanced Air Permitting Seminar

Fall 2024, Austin

500 attendees

[Air event website link](#)

Emissions Inventory Workshop

January 2025 Austin

300 attendees

[Industrial Emissions event website link](#)

State of the Bay Symposium

February 2025, Houston-Galveston Area

300 attendees

[State of the Bay Symposium website link](#)

*Other future events have not been scheduled. Please refer to price sheet for more details.

EVALUATION CRITERIA

Responses and Best and Final Offers will be scored on the basis of factors constituting the best value and best interest of the State using the following general categories for which maximum possible scores are shown:

Category	Maximum Number of Points Awarded
A. Responder's Company Qualifications 1. Ability to Perform (20 points) 2. Key Personnel Qualifications (10 points)	30 points
B. Past Performance and References	20 points
C. Registration System	40 points
D. Price	30 points
E. Demonstration	10 Points
Total maximum score:	130 points

The TCEQ may consider, for the assignment of points for Qualifications, information regarding the Responder's past performance for TCEQ, other governmental entities and businesses. After TCEQ completes its initial evaluation of all submitted proposals/responses, those vendors whose scores fall within a competitive range (as determined by TCEQ) will be asked to perform demonstrations of their registration systems to determine whether the system meets the requirements outlined in the Scope of Work.

Demonstration

Demonstrations will provide an opportunity for respondents to demonstrate their registration systems, highlight the strengths and unique aspects of their system, and provide answers to clarification questions TCEQ may have regarding the system. The TCEQ will evaluate the demonstration and clarifying information provided by respondents when calculating the total maximum score. To ensure impartiality of the process, the time allowed and the agenda format will be the same for all presenters, and names will be drawn to determine the order of the presentations.

STATEMENT OF QUALIFICATIONS

Instructions:

The Contractor shall create and organize each of these statements as set out below:

PART A – RESPONDER'S QUALIFICATIONS (Maximum 30 points total)

Cover Page and Introduction:

The cover page shall provide the name, title, address, telephone number, and email address of the official Contractor's contact and an alternate contact. This section is a brief overview of the unique features that the Contractor can offer the TCEQ.

1. Ability to Perform – Selection Criteria: 20 points

- a. Describe the Contractor's organization including the type of business, e.g., corporation, partnership, sole proprietorship, etc.; date the company was established in this industry; and Texas authorization to conduct business.

- b. Describe the Contractor's financial, physical, equipment, software, subcontracting, and other resources deemed necessary to fulfill the requirements of the Scope of Work. Specifically address work activities, order of activities, duration of activities, and coordination with TCEQ.
- c. Provide a general explanation and/or chart to specify project leadership and reporting responsibilities, the chain of command, and indicate which team member(s) will interface with TCEQ Event Manager. Team members might include the Program Manager who has overall responsibility for the contraction-site managers, registration staff, database specialists, and any other proposed personnel you deem necessary for TCEQ to evaluate your response. Include the proposed number of personnel by discipline to perform the services for TCEQ.

2. Key Personnel Qualifications – Selection Criteria: 10 points

Provide descriptions of key employees and subcontractor qualifications and their experience in performing the work described herein. Key employees are those who would hold the positions designated in the Scope of Work. This section shall identify the person and describe the qualifications pertinent to the services they will perform, including previous customer service experience. If subcontractors are proposed, indicate the services they will offer, and documentation of their adequacy to perform the required duty. Resumes may be included; however, all requested information must be provided. You may add additional space and pages as needed. Responder must also provide a Key Personnel Form (Attachment C).

For any non-key positions listed on the Price Form as providing work under the Contract, Responder must provide a description of the work that the listed Job Title would perform, and the qualifications of the person proposed to perform the work.

For each person designated to perform Work on the Contract on the Price Form, Responder should provide the following information:

Person or Subcontractor Name:

Proposed Job Function:

Skills/Experience:

PART B – PAST PERFORMANCE AND REFERENCES – Selection Criteria: 20 Points.

Describe significant instances of similar work performed within the previous three (3) years, including similar work with governmental entities. TCEQ may contact these clients and use them as references (minimum of 3 references).

You may add additional space and pages as needed.

Required Information for each reference includes:

1. Reference Company/Client Name:
2. Primary Contact Name and Title:
3. Primary Contact Phone:
4. Primary Contact Email:
5. Project Name, Description, and Scope of Work:
6. Project Schedule and If Completed on Time:
7. Dollar Amount on Contract and Dollar Amount for Which Contractor was Responsible:
8. Use of Subcontractors:
9. Similarity to TCEQ Scope of Work:

If the Contractor has no relevant past performance history, the Contractor must affirmatively state that it possesses no relevant directly related or similar past performance. If the Contractor does not indicate whether past performance history exists, the Contractor's submittal may be considered ineligible for award.

If you do not have a minimum of three (3) different contacts listed under past experience, please add additional references, one for each contract reference missing. Include the following information for this reference:

- a. Name and Title:
- b. Company/Organization Name:
- c. Phone:
- d. Email:

PART C – REGISTRATION SYSTEM – SELECTION CRITERIA: 40 points

1. System Integration:

Explain how the system is integrated for all aspects of the scope of work, specifically across different sales and events and how emails and receipts are generated.

2. TCEQ Access:

Explain how the reports and data are accessible to TCEQ Event Managers and if reports can be customized at any time.

3. Quality Assurance:

Describe your process for quality assurance, including work of subcontractors, and explain how you test your system before going “live”. Explain how data is backed up and protected from unauthorized access (i.e., hacking).

4. Capacity:

Describe the system’s ability to handle a large volume of users simultaneously.

5. Contingency Plans:

Describe your process for back-up when key personnel are absent.

6. Browser Compatibility:

Describe how your registration system works across browsers (Internet Explorer, Google Chrome, Mozilla Firefox, etc.) and mobile platforms (IOS, Android, BlackBerry, Windows, etc.)

7. Work Examples:

Submit samples of the following: (samples should be from past events referenced in the past experience section or from past TCEQ events).

- a. Attendee List
- b. Exhibitor List
- c. Name Badges
- d. Accounting Reports

PART D - PRICE FORM – SELECTION CRITERIA: 30 points

Estimated Quantities:

Estimated quantities contained in the Price Form are devised purely for purposes of evaluating responses. As compensation for performing the services under the contract, the TCEQ shall pay the Contractor only for the actual work performed under the contract, in accordance with the unit prices contained on the Price Form. Maximum prices shall be fully-loaded, firm and fixed for the duration of the Contract.

Price Form Instructions:

For each cell of column D in the Price Form, insert the unit price or daily rate for the service described in the corresponding cell of column A. Insert the corresponding formulae in each cell of column E. Insert the summation formula in the bottom cell of column E to calculate the Total Bid Price.

All Unit Prices and daily rates are fully loaded and must include the Responder's entire price associated with providing the services.

$$\text{Price Score} = \left[1 - \frac{(\text{Responder's Price Total}) - (\text{Lowest Price Total of a Responder})}{\text{Highest Price Total of a Responder}} \right] * 30 \text{ points}$$

PART E - DEMONSTRATION – SELECTION CRITERIA: 10 points

After TCEQ completes its initial evaluation of all submitted proposals/responses, responders within the competitive range (as determined by TCEQ) shall be asked to perform demonstrations of their registration systems to determine whether the system meets the requirements outlined in the Scope of Work. Responders will be required to demonstrate the following functions: online registration for attendees, interactive exhibit booth sales, and the process for TCEQ access to backend reports and data. Responders shall demonstrate how the system integrates sales for attendees, exhibitor booths, and exhibitor badges and how the system integrates data for multiple events.

Responders will be awarded a score from zero (0) to ten (10) based upon how their registration system complies with the requirements of the Scope of Work. This score will be added to the responder's initial evaluation score to determine a final score before Best and Final negotiations.

Section 3: Draft Contract Documents Separation Page

CONTRACT SIGNATURE PAGE

TCEQ Contract 582-25-00004: Registration Services

The Maximum TCEQ Obligation is \$_____.

The Effective Date is the later of the date of the latest signature below or
_<<DATE>>_____.

The Expiration Date is <<Date>>.

This Contract is funded with federal funds.

CFDA Number:

Federal Grant Number:

Parties to the Contract	Texas Commission on Environmental Quality (TCEQ)	(Contractor Name)
By (Authorized Signature)		Sample Contract Signature Page – Do Not Sign
Printed Name		
Title		
Date of Signature		
Vendor ID Number		
Procurement and Contracts Representative (Authorized Signature)		
Printed Name		
Public Purchasing Certification		
Date		

CONTRACT DOCUMENTS LIST

The entire Contract between TCEQ and Contractor consists of the Contract Documents listed on this page.

- Contract Signature Page
- Contract Documents List
- Special Terms and Conditions
- Scope of Work
- Approved Price Form
- General Terms and Conditions
- HUB Subcontracting Plan and HUB Progress Assessment Forms (incorporated by reference)
- Insurance Section
- Insurance Certificate Submitted by Contractor (incorporated by reference)
- Notices, Project Representatives, and Records Location
- Attachment A: Tentative Calendar of Events (See Section 2, Scope of Work)
- Attachment B: Release of Claims Form (To be returned with final invoice)
- Attachment C: Key Personnel Form
- Solicitation (incorporated by reference)
- Contractor's Response to Solicitation (incorporated by reference)

Special Terms and Conditions Separation Page

SPECIAL TERMS AND CONDITIONS

Special Terms and Conditions supersede and take precedence over all other terms and conditions when they are in conflict.

A. Subarticle 4.5 *No Obligation* is added to General Term and Condition No. 2 TERM AND AMOUNT OF CONTRACT:

4.5 *No Obligation.* TCEQ assumes no obligation to have each and every deliverable performed or to conduct any or all of the events referenced in this solicitation. TCEQ reserves the right to discontinue the services of the contractor at any time, regardless of the stage of completion of the work associated with each deliverable

B. Cancellation

TCEQ may cancel an event at any time. If TCEQ cancels after the Contractor has performed work on the event, the Contractor may request payment for: completed and accepted Work and timely, reasonable expenses directly attributable to cancellation of the event.

C. General Term and Condition No. 2 ORDER OF PRECEDENCE is replaced with the following:

2. ORDER OF PRECEDENCE

The entire Contract between TCEQ and Contractor consists of the documents identified in the Contract Documents List. The Contract Documents are intended to be interpreted in harmony with each other. Any inconsistency in the solicitation or the Contract shall be resolved by giving precedence in the following order:

- a. Contract Signature Page
- b. Special Terms and Conditions
- c. Scope of Work
- d. Price Form (completed)
- e. Insurance Section
- f. General Terms and Conditions
- g. HUB Subcontracting Plan and HUB Progress Assessment Forms (if any)
- h. Work plans and other documents created during the Contract
- i. TCEQ Solicitation
- j. Other documents, exhibits, and attachments listed in the Contract Documents List.

D. Contractor shall ensure that any Personally Identifiable Information (PII) collected from attendees, exhibitors, presenters and others associated with TCEQ Events that is held by either Contractor or stored in a Cloud Computer Service is maintained pursuant to a comprehensive data security program, which shall include reasonable and appropriate technical, organizational and security measures against unauthorized access. The comprehensive data security program must comply with the Federal Information Processing Standard 800.53 published by NIST and Texas Administrative Code Chapter 202, including TX-RAMP certification for any Cloud Computer Service. Contractor shall be responsible for all costs and damages associated with any breaches of security involving PII collected by Contractor in performing work under this Contract.

- E. At the time of contract renewal, the Contractor and TCEQ may negotiate a price increase associated with registration software processing fees and/or transaction costs. The Contractor shall provide documentation to TCEQ to substantiate any request for a price increase. Price increase may not exceed five percent (5%) of the original contract amount.

General Terms and Conditions

Separation Page

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following terms shall have the meanings ascribed below when used in this document:

- 1.1 “Conforming” and “Conformity” and similar words refer to the condition or status of a good, service, property or the Work as meeting and being compliant with the requirements of the Contract.
- 1.2 “Fiscal Year” means the period of time that begins on September 1 and ends on August 31. The fiscal year is designated by the calendar year in which it ends; for example, Fiscal Year (FY) 2024 begins on September 1, 2023 and ends on August 31, 2024.
- 1.3 Whenever used in this contract, “include,” and similar words are intended to mean include but not limited to; they are not intended to be exhaustive.
- 1.4 “Nonconforming” or “Nonconformity” means a failure of a good, service, property or the Work to conform to this Contract, and includes a defect in a good, service, property or the Work.
- 1.5 “Work” means the services, goods and property the Contractor is required to provide in this Contract. The term includes the entire completed undertaking and the various separately identifiable parts. The term also includes all duties of the Contractor.

2. ORDER OF PRECEDENCE

The entire Contract between TCEQ and Contractor consists of the documents identified in the Contract Documents List. The Contract Documents are intended to be interpreted in harmony with each other. Any inconsistency in the solicitation or the Contract shall be resolved by giving precedence in the following order:

- a. Contract Signature Page
- b. Federal Conditions and Forms
- c. Special Terms and Conditions
- d. Procedures for Work Orders
- e. Scope of Work
- f. Price Form (completed)
- g. Insurance Section
- h. General Terms and Conditions
- i. HUB Subcontracting Plan and HUB Progress Assessment Forms
- j. Work Orders and Notices to Proceed (incorporated by reference)
- k. Work Plans and other Work Order-related documents created during the Contract (incorporated by reference)
- l. TCEQ Solicitation (incorporated by reference)
- m. Other documents, exhibits, and attachments listed in the Contract Documents List.

3. CONTRACT AMENDMENTS

- 3.1 Material Changes. Material changes to the contract require a written amendment signed by both parties. These Amendments take effect when signed by the Contractor and TCEQ, unless otherwise designated in the

Amendment. Material changes include the following:

- 3.1.1 Changes in the total amount of funds in the Budget or the Contract;
- 3.1.2 Changes to the Contract's Expiration Date;
- 3.1.3 Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
- 3.1.4 Changes that affect the material obligations of the Performing Party in this Contract.

3.2 **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.

3.3 **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a formal Amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders; or as agreed to elsewhere in the Contract. Contractor must provide TCEQ with a written objection to any Notice of Interpretation no later than five (5) business days from the effective date of the Notice. A copy of the agreed change must be retained in the appropriate file by both the Performing Party and TCEQ.

- 3.3.1 Minor, non-material changes include:
 - 3.3.1.1 Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
 - 3.3.1.2 Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;
 - 3.3.1.3 Changes to the individual tasks in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks;

3.4 It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

4. TERM AND AMOUNT OF CONTRACT

- 4.1 **Contract Period.** The Contract Period begins on the later of: 1) the Effective Date on the Contract signature page, or 2) the latest date of the parties' signatures shown on the Contract signature page. The Contract Period ends on the Expiration Date on the signature page.
- 4.2 **Renewals and Extensions.** This Contract may be renewed up to three one-year periods by amendment. TCEQ, by unilateral amendment, may extend the Contract for 180 days beyond any expiration of the Contract Period. In a renewal or extension, TCEQ may increase the Maximum TCEQ Obligation by an amount up to the original Maximum TCEQ Obligation.

- 4.3 *Maximum TCEQ Obligation.* The Maximum TCEQ Obligation is the greatest amount TCEQ may pay for the Work. There is no guaranteed minimum expenditure by TCEQ.
- 4.4 *Service Adjustment/Contingency Requirement (SACR).* TCEQ may in its sole discretion make allowances for unforeseen circumstances or contingency requirements. TCEQ may increase the current Maximum TCEQ Obligation by an amount not to exceed 200% of the original Maximum TCEQ Obligation at the time the Contract was signed.

5. PRICES AND REIMBURSEMENT

- 5.1 *Prices.* Prices are firm, fixed, and fully-loaded.
- 5.2 *Cost Reimbursement.* Reimbursement is limited to direct costs for items specifically identified on the Price Form or in the Scope of Work and approved by the TCEQ Project Manager before the cost is incurred. Reimbursement requests must be itemized and documented in a format acceptable to TCEQ.
- 5.3 *Records.* Contractor must maintain records supporting its costs in accordance with generally accepted accounting principles.
- 5.4 *Reimbursement for Travel.* Travel reimbursement is limited to actual costs, and shall not exceed the maximum allowed for State employees by the Texas Comptroller of Public Accounts.

6. QUALITY AND ACCEPTANCE

- 6.1 *Quality Standard.* All Work must be complete and satisfactory to the TCEQ. All materials and equipment shall be handled in accordance with instructions of the supplier, except as otherwise provided in the Contract.
- 6.2 *Acceptance.* TCEQ relies on Contractor to inspect and test the Work to ensure that it conforms to the Contract requirements. TCEQ relies on the Contractor's greater expertise in the field of the Work. Any act by TCEQ indicating acceptance, whether express or implied, shall not be deemed to mean that TCEQ has tested or inspected the Work, but rather that TCEQ has accepted the Work in reliance on Contractor's greater expertise and Contractor's representation that the Work conforms to all Contract requirements. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of nonconforming Work or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - payment;
 - use of the Work or any part of the Work by TCEQ;
 - review or approval of a submittal;
 - inspection or testing by TCEQ; or
 - correction of defective Work by TCEQ.

- 6.3 *Quality Assurance.* All Work that involves the acquisition of environmental data shall be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe (1) environmental processes, location, or conditions; or (2) ecological or health effects and consequences.

Environmental data includes information collected directly from

measurements, produced from models, and compiled from other sources such as databases or the literature. No data collection or other Work covered by this requirement shall be implemented until Contractor receives the QAPP approved by TCEQ and, if necessary, the EPA. TCEQ may refuse payment or reimbursement for any environmental data acquisition performed without an approved QAPP.

6.4 *Laboratory Accreditation.* Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited in accordance with 30 Texas Administrative Code (TAC) Chapter 25, Subchapters A and B, for the matrices, methods, and parameters of analysis used, unless one of the regulatory exceptions specified in 30 TAC § 25.6 applies.

7. PAYMENTS AND INVOICES

7.1 *Excess Obligations Prohibited.* TCEQ's obligations under this Contract are contingent upon the continued availability of funding. If funds become unavailable due to lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, TCEQ may terminate this contract.

7.2 *Invoice.* Contractor will submit invoices no later than the 15th day of every month after the services are completed. If the Contract has an approved Historically Underutilized Business (HUB) Subcontract Plan (HSP), a HUB Progress Assessment Report (PAR Form) describing subcontracting activity must also be submitted with the invoice. The invoice may be rejected for failure to comply with all invoice requirements.

7.3 *Invoice Contents.* The Contractor must include the following information on the face of all invoices: invoice number, invoice date, TCEQ Contract number, Work Order number if any, Vendor Identification Number, period covered by the invoice, item and unit description, quantity, unit price, extended price, and total amount for which Contractor is requesting payment. Contractor shall submit its invoice to the TCEQ Contract Manager.

7.4 *State Agencies/Institutions of Higher Education.* If the Contractor is a State agency or institution of higher education payments must be made via interagency transaction voucher (ITV), please provide a Recurring Transaction Index (RTI) number on the face of the invoice OR if payments are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

7.5 *Progress Payment.* A progress payment is a payment made on a portion of the Work that is part of a line item designated on the Price Form. The Contractor's written request must include a description of the relevant portion of the Work. Contractor may request, and TCEQ at its sole discretion may issue or refuse, a progress payment.

7.6 *Final Payment.* Contractor must submit its invoice for final payment within 30 days of completion of the Work.

7.7 *Retainage.* TCEQ may withhold 5% or less of each payment as retainage. Release of retainage may be requested in the final invoice.

- 7.8 *Release of Claims by Contractor.* The final invoice shall be accompanied by a complete and legally effective release of TCEQ from all known and unknown claims relating to the Contract on a form provided by TCEQ. Contractor's acceptance of final payment constitutes a waiver of all claims against TCEQ related to the Contract, known or unknown.
- 7.9 *Assignment of Claims.* Contractor may assign its right to be paid under this Contract. Any assignment shall cover all unpaid amounts payable under this Contract. An assignment does not relieve Contractor of any obligation under this Contract. All assignments must be approved by both assignor and assignee in writing and submitted to the TCEQ Contract Manager. Notwithstanding any contrary provision in applicable law, TCEQ shall have no liability to Contractor or to any assignee on any claim arising from TCEQ's directing payment to Contractor instead of an assignee, or to an assignee instead of Contractor.
- 7.10 *Prompt Payment Act.* In accordance with the Texas Prompt Payment Act, TCEQ will pay an acceptable invoice within 30 days of receipt.
- 7.11 *Disputed Invoices.* TCEQ may dispute an invoice by sending a notice in writing to the Contractor within 21 days of receipt. TCEQ may make a partial payment and dispute the difference on the invoice.
- 7.12 *Liability for Taxes.* Contractor will pay all taxes resulting from this Contract including, any federal, state, or local income, sales or excise taxes of Contractor or its employees.
- 7.13 *Lobbying.* In accordance with Texas Government Code Chapter 556, funds received under this Contract may not be used toward lobbying expenses of an individual or entity.
- 7.14 *Debts and Delinquencies Affirmation.* Contractor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that it owes to the State of Texas.

8. COMMUNICATIONS AND NOTICES

- 8.1 *Notices.* All notices shall be made in writing and be delivered to a party's designated Contract Manager and Project Manager. Notices are effective upon receipt. If the Contractor has no Contract Manager, TCEQ may send notices to any address previously provided by the Contractor.
- 8.2 *Claim.* Contractor shall give notice to TCEQ of any claim, demand, suit, or other action (a "Claim") asserted against Contractor which either arises in relation to the Contract, or which could have an adverse material effect on Contractor's ability to perform the Work. Contractor shall give notice directly to the TCEQ Manager of Procurements and Contracts within three days of Contractor's receipt of notice of the Claim. The notice shall state the date of the Claim, the names and addresses of the claimants, the basis of the Claim, the name of each person or entity against whom the Claim is asserted, and the amount of the Claim.
- 8.3 *Notice of Conflict of Interest.* Contractor shall give notice to TCEQ of any actual, apparent, or potential conflict of interest regarding Contractor or any entity or individual performing any portion of the Work. As determined by TCEQ, any entity with an organizational conflict of interest and any individual with a personal conflict of interest must not take part in any way in the performance of any portion of the Work that creates the

conflict of interest. TCEQ has sole discretion to decide whether an actual, apparent, or potential conflict exists. Any such conflict is cause for termination.

8.4 *Bankruptcy.* If Contractor becomes the subject of a voluntary or involuntary bankruptcy proceeding, Contractor shall immediately give notice to TCEQ and send a copy of this notice to TCEQ Bankruptcy Program MC-132, P. O. Box 13087, Austin, TX 78711-3087. The notice must include the Contract number.

9. SHIPMENT AND DELIVERY OF GOODS AND MATERIAL SAFETY DATA SHEETS

9.1 *Shipping Terms.* All shipments shall be made Free on Board (FOB) destination, full freight allowed and not invoiced. Delivery shall be made between the hours of 8 a.m. and 5 p.m. Central Time, Monday through Friday, excluding State holidays, unless prior approval for another delivery time has been granted by TCEQ. Each shipment must be accompanied by a packing slip. Packing slips should reflect the TCEQ contract number, item description, lot number and quantity, if applicable.

9.2 *Material Safety Data Sheet.* Contractor must provide to TCEQ, at no cost, at least one copy of any applicable manufacturer's Material Safety Data Sheet (MSDS) with all materials provided. Contractor must make available, at no cost, the relevant manufacturer's MSDS to any person that may be affected by the Work.

10. SUPERINTENDENCE BY THE CONTRACTOR

10.1 *Contractor's Responsibility for Subcontractors.* All acts and omissions of subcontractors, suppliers and others performing or furnishing any of the Work under a direct or indirect contract with Contractor ("Subcontractors") are imputed to Contractor. Nothing in this Contract creates a contractual relationship between TCEQ and any Subcontractor except for product warranties for goods supplied by a third-party manufacturer and delivered to TCEQ. Nothing in this Contract creates any obligation for TCEQ to pay any Subcontractor. Contractor is solely responsible for scheduling and coordinating the work of Subcontractors, and for all communications to Subcontractors.

10.2 *Superintendence of the Work.* Contractor shall supervise all Work. Contractor is solely responsible for the means, methods, design, processes, procedures and conduct of the Work. This responsibility includes control of associated hazards to assure the safety of the performance of the Work, and for the protection of all persons, property, premises and facilities which may be affected by the Work. No action by TCEQ will transfer this responsibility to TCEQ. Contractor shall maintain a superintendent capable of overseeing performance of the Work at any location where Work is performed.

11. SUBCONTRACTORS AND EMPLOYEES

11.1 *Personnel.* Contractor shall provide competent, suitably qualified personnel to perform the Work. Contractor shall at all times maintain good discipline and order at the site of the Work. Contractor shall require its personnel to execute any confidentiality agreements, and any other required assignments, licenses or other instruments, and to provide

information related to Intellectual Property, as may be necessary to effectuate the provisions of the Contract. Contractor will, upon request of TCEQ, obtain and provide background checks on personnel performing Work at a TCEQ campus.

- 11.2 *TCEQ Objection.* Contractor shall not use any subcontractor, employee, supplier, or other person or organization to whom TCEQ reasonably objects.
- 11.3 *Key Personnel and Subcontractors.* Contractor's Project Manager and any individuals specified for the key personnel positions listed in the Contract are material to the performance of the Work. Contractor shall provide notice to TCEQ within five (5) business days of making substitutions to key personnel. Substitutes shall be at least as qualified as the personnel or subcontractors being replaced.
- 11.4 *Flowdown of Contract Provisions.* Contractor shall include in its subcontracts, supplier contracts, employment contracts, and employment policies any provision included in this Contract, or shall include a similar provision, whenever and to the extent necessary in order for Contractor to fulfill its obligations under this Contract, regardless of whether or not the provision expressly requires that it be included in such contracts or policies.
- 11.5 *E-Verify.* Contractor will use the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of (1) all persons employed during the Contract term to perform duties within Texas; and (2) all persons (including subcontractors) within the United States of America assigned by the contractor to perform Work pursuant to the Contract.
- 11.6 *Equal Opportunity.* Contractor shall not discriminate against any person on the basis of race, color, national origin, religion, sex, age, and disability in the performance of this Contract.

12. BOOKS AND RECORDS

- 12.1 *Contractor's Books and Records.* During the Contract and for four years thereafter, Contractor shall maintain books, records, documents, and other evidence reasonably pertinent to Contractor's performance of the Work. Contractor shall maintain all financial records in accordance with generally accepted accounting principles. Contractor shall permit representatives and agents of TCEQ, or authorized state and federal agencies, to have unrestricted access to all records, data and facilities as necessary to review, inspect, and audit all financial activities and services associated with TCEQ funds. Contractor shall provide appropriate facilities for such access and inspection.
- 12.2 *Right to Audit.* Pursuant to Section 2262.154 of the Texas Government Code, the State auditor may conduct an audit or investigation of the Contractor or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this 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, the Contractor or other 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

12.3 *Time Sheets.* Contractor shall maintain and, upon request by TCEQ, submit weekly time sheets for each person providing services on behalf of Contractor or a subcontractor. The time sheets must state the position held by each person and the number of hours worked. Upon request, the timesheets must be submitted to the TCEQ Contract Manager weekly by noon Central Time on Monday of the following week.

13. WARRANTIES AND CERTIFICATIONS

13.1 In addition to all warranties established or implied by law, Contractor warrants that:

- 13.1.1 All goods, services and property provided conform to this Contract and to all representations made or provided by the Contractor for the purpose of inducing the TCEQ to enter this Contract, and are merchantable, fit for the purpose intended, of best quality and workmanship, and free from all deficiencies in media, material, workmanship, and quality;
- 13.1.2 All goods, services and property provided conform to standards established for such goods in accordance with any applicable laws and regulations, including the Occupational Safety and Health Act (29 U.S.C. §§ 651-678);
- 13.1.3 All services are performed in a professional and workmanlike manner, consistent with relevant accepted standards and practices.

13.2 The warranties set forth above are effective upon TCEQ's issuance of final payment under the Contract or Work Order, and for 24 months thereafter. Nonconformities are not deemed waived by TCEQ's failure to notify Contractor upon receipt of goods, property or completion of services or by payment of invoice. Contractor shall, at its expense, repair or replace any goods and property and re-perform any services that are found to be or that become nonconforming or defective. If, after notice of a claim under these warranties, Contractor fails to promptly repair, replace, or re-perform as required, TCEQ may undertake its own remedial action and Contractor shall reimburse the TCEQ for all costs of such action. If TCEQ does not choose to repair, replace, or re-perform in place of the Contractor, Contractor shall promptly refund to TCEQ the full purchase price paid for the entire Work.

13.3 *Ability to Perform.* Contractor has the corporate authority, capability, experience and means to enter into this Contract and to perform the Work.

14. INTELLECTUAL PROPERTY

14.1 *Work for Hire.* All Work created under this Contract is a work for hire. TCEQ is the owner of the Work, including user documentation, and all

intellectual property in the Work. Contractor will enter into written agreements with its employees and subcontractors that confirm TCEQ's ownership interest.

- 14.2 *License.* If any intellectual property that is incorporated into the Work or intellectual property created under this Contract is not work for hire, Contractor grants to TCEQ a royalty-free, nonexclusive, perpetual, irrevocable, fully paid-up, enterprise-wide and worldwide license to use, reproduce, publish, modify, create derivative works, distribute, publicly perform and display the intellectual property and associated user documentation, and to authorize others to do the same.
- 14.3 *Third Party Intellectual Property.* Contractor shall secure the necessary intellectual property rights from third parties to comply with this article. Contractor's prices include all user documentation, and applicable license and/or royalty fees necessary for TCEQ to use the Work. Commercially available software that is necessary to use the Work may be exempted from this requirement with prior approval from TCEQ. Contractor shall take all necessary steps to pass-through to TCEQ all warranties, representations and other service commitments applicable to third party intellectual property incorporated into the Work.
- 14.4 *Electronic Deliverables.* Electronic deliverables must be delivered in a format approved by TCEQ.

15. INDEMNIFICATION

- 15.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS, INCLUDING TCEQ AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, ACTIONS, DAMAGES, DEMANDS, SUITS, AND OTHER CLAIMS OF ANY TYPE ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS EMPLOYEES, SUBCONTRACTORS, SUPPLIERS, OR AGENTS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TCEQ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

16. HISTORICALLY UNDERUTILIZED BUSINESSES

- 16.1 If applicable, Contractor will comply with the Historically Underutilized Business (HUB) requirements of Texas Government Code, Chapter 2161. If this Contract includes an approved HUB Subcontracting Plan (HSP), Contractor shall implement the HSP in good faith. Any substitutions of personnel or subcontractors that require a revision of the Contractor's approved HSP must receive prior review and approval from TCEQ and comply with the good faith effort requirements of 34 TAC § 20.285.
- 16.2 The HSP must contain the subcontractors' Texas Comptroller-issued Texas Identification Number System (TINS) identifier. If the subcontractor does not have a TINS identifier, the Contractor will obtain a completed Application for Texas Identification Number from its subcontractor and

immediately submit it to TCEQ, or in the case where a subcontractor is being proposed for addition to the HSP, submit it with the Contractor's HSP Amendment Request.

17. PUBLIC INFORMATION, CONFIDENTIALITY, AND PUBLICITY

17.1 Public Information and Release of Information.

17.1.1 All information provided by TCEQ and the Work is the property of TCEQ. The Texas Public Information Act (PIA), Texas Government Code Chapter 552, applies to all information provided by TCEQ and the Work. At no additional charge to the TCEQ, Contractor shall surrender or return information regarding this Contract, including information provided by TCEQ or the Work, to TCEQ not later than the 10th day after the date TCEQ requests the information.

17.1.2 *Requests for Public Information.* TCEQ has sole responsibility to respond to any requests for information regarding this Contract, including information provided by TCEQ or the Work. If Contractor receives a request for information from any third party, Contractor shall immediately forward the request to TCEQ. Except as provided below, the Contractor will not release any information without the express written authorization of the TCEQ Contract Manager or relevant TCEQ Project Manager. The Contractor may release the amount of the Contract and any information required to comply with laws or rules. Contractor will make Work available in a format that is accessible by the public at no additional charge as requested by TCEQ.

17.1.3 *Use of Information.* Contractor is permitted to use, copy, and disclose information to Contractor's employees and subcontractors only as necessary to fulfill Contractor's obligations.

17.1.4 *Contracting Information Responsibilities.* In addition to the other records retention requirements in this Contract, for contracts with a Maximum TCEQ Obligation of at least \$1 million, in accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the TCEQ for the duration of the Contract, (2) promptly provide to the TCEQ any contracting information related to the Contract that is in the custody or possession of the Contractor on request of the TCEQ, and (3) on termination or expiration of this Contract, either provide at no cost to the TCEQ all contracting information related to the Contract that is in the custody or possession of the Contractor or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the TCEQ. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

17.2 Confidential Information.

17.2.1 *TCEQ's Confidential Information.* If TCEQ provides Contractor information identified as confidential or proprietary, Contractor has a duty to maintain its confidentiality and prevent unauthorized release. Contractor is permitted to use, copy, and disclose confidential information to Contractor's employees and subcontractors only as necessary to fulfill Contractor's obligations.

17.2.2 *Contractor's Confidential Information.* If TCEQ receives a request for information that Contractor submitted to TCEQ in response to a request for a bid, proposal, qualification or other solicitation or provided during or after the term of the Contract and Contractor has identified the information as business confidential or proprietary, TCEQ will timely notify Contractor of the request. Contractor may submit arguments to the Texas Office of the Attorney General if it believes the information should not be released. TCEQ will not submit arguments on behalf of Contractor and will not release the information unless ordered to do so by the Attorney General. Information contained in this Contract and vouchers, communications, and other information sent between TCEQ and Contractor related to the performance of this Contract or work performed on behalf of TCEQ is considered public information under § 552.1101(b) of the Texas Government Code regardless of whether Contractor identifies it as being confidential.

17.3 *Publicity.* Contractor may not participate in any media event or issue any media release, publication, editorial, or article that pertains to the Work without prior written approval of TCEQ.

17.4 *Endorsement of Contractor.* Contractor shall not state or imply that TCEQ endorses or recommends its services, goods, or property. Contractor may not use any TCEQ logo or trademark or the likenesses of TCEQ employees in sales brochures, press releases, or other promotions, unless prior approval is obtained from the TCEQ External Relations Division.

18. OTHER LIABILITIES

18.1 No employee, officer, director or agent of TCEQ assumes personal liability by signing this Contract or by reason of default in the performance of any of the Contract.

19. TIME DELAYS, SUSPENSION

19.1 *Time is of the Essence.* Contractor's timely performance is essential to this Contract.

19.2 *Suspension.* TCEQ may suspend all or part of the Work at any time, for any reason. Contractor shall resume performance within ten days of receipt from TCEQ of a notice to resume. If Contractor's performance is delayed by TCEQ, Contractor's sole remedy is an extension of the schedule for the delivery of the Work. TCEQ may extend the Contract Period to accommodate an extension of the schedule for the delivery of the Work.

19.3 *Force Majeure.* Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

19.4 *Disaster Recovery.* Contractor shall maintain a business continuity plan designed to enable Contractor to recover normal business operations and data within seventy-two hours of any declared disaster or force majeure event.

20. TERMINATION

20.1 *Termination for Cause.* If Contractor fails to perform a material obligation, stops Work, or becomes insolvent, TCEQ may give notice of breach of contract. Within ten days of the notice, Contractor must attempt to cure the breach or demonstrate that a breach has not occurred. If Contractor does not cure the breach or demonstrate that a breach has not occurred, TCEQ may terminate the Contract for cause by notice. A material obligation includes delivery of Conforming Work on schedule for the agreed prices, maintaining and providing evidence of required insurance coverage, compliance with HUB requirements, and integrity in dealing with TCEQ.

20.2 *Termination for Convenience.* TCEQ may terminate this Contract without cause by giving ten days' prior notice of termination for convenience. Upon receipt of the notice, Contractor shall promptly stop all Work except as specified in the notice of termination. Contractor's exclusive remedy is payment for goods, services and property ordered, delivered and not rejected by TCEQ. TCEQ shall not be liable for anticipated profits, unabsorbed overhead, interest on borrowing, or other damages not specifically stated in this Contract.

20.3 *Debarment.* If Contractor is debarred by the State of Texas or it or any of its officers, directors, owners, partners, or primary managers or supervisors is subject to suspension, debarment, exclusion, disqualification, or similar ineligibility determined by any federal, state or local government entity, the Contractor must immediately notify TCEQ and TCEQ may terminate this contract for cause.

20.4 *Hazardous Waste Violations.* If Contractor is adjudicated of having committed substantive, non-clerical violations resulting in an actual release of hazardous waste that presented an imminent and substantial danger to the public health and safety or the environment, Contractor will immediately notify TCEQ and TCEQ may terminate this Contract for cause.

20.5 *Termination for Noncompliance.* If Contractor knowingly or intentionally fails to comply with a requirement under Subchapter J, Chapter 552, Texas Government Code, and, after notice and opportunity to cure, TCEQ determines that Contractor has not taken adequate steps to ensure future

compliance, TCEQ may terminate this Contract without further obligation to Contractor.

21. REMEDIES

- 21.1 *Right of Set-off.* In addition to other remedies available under the Contract or in law or equity, TCEQ or the Comptroller may set-off the State's good faith claims, whether or not adjudicated, against a Contractor's claim for payment.
- 21.2 *Schedule of Remedies Available to TCEQ.* In accordance with Texas Government Code Chapter 2261, the following Schedule of Remedies applies to this Contract. In the event of Contractor's nonconforming performance, TCEQ may:
 - 21.2.1. Issue notice of nonconforming performance;
 - 21.2.2. Reject nonconforming performance and request corrections without charge to TCEQ;
 - 21.2.3. Accept (subject to limitations on TCEQ acceptance) late performance, nonconforming performance, or correction of nonconforming performance and make payment therefore, with or without a set-off to cover damages, even if such performance is tendered after the end date of the Contract;
 - 21.2.4. Reject a payment request and/or suspend further payments pending acceptable revision of the nonconformity;
 - 21.2.5. Suspend all or part of the Work and/or payments pending accepted revision of the nonconformity;
 - 21.2.6. Demand restitution and recover payments where performance is subsequently found nonconforming;
 - 21.2.7. Recover all actual damages incurred by TCEQ, including costs of delay, costs of securing a replacement contractor, reasonable attorney's fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate;
 - 21.2.8. Terminate the Contract without further obligation for payment;
 - 21.2.9. File a cause of action for specific performance, rescission, damages and other relief as appropriate; and/or
 - 21.2.10. Award the Contract to another entity.
- 21.3 *Cumulative Remedies.* The rights and remedies provided to TCEQ in this Contract are in addition to, and do not limit, any rights and remedies available under state or federal law.

22. DISPUTES; CLAIMS

- 22.1 *Continuing the Work.* Except as expressly permitted by law, Contractor must not delay or stop Work because of a dispute or disagreement with TCEQ.
- 22.2 *Dispute Resolution Process.* TCEQ and Contractor shall use the dispute resolution process provided for in Texas Government Code Chapter 2260 to attempt to resolve all disputes arising under the Contract. The rules of TCEQ found in 30 TAC Chapter 11, Subchapter D, describe the

requirements for filing a notice of claim, conducting negotiations, and requesting a hearing.

23. MISCELLANEOUS PROVISIONS

- 23.1 *Severability of Provisions.* If any provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remainder of the Contract shall remain in force and shall be construed to conform as closely as possible to the originally-expressed intent of the parties.
- 23.2 *Sovereign Immunity.* This Contract does not waive TCEQ's sovereign immunity or any official immunity to which TCEQ's officers, employees, or agents are entitled under law.
- 23.3 *Relationship of the Parties.* This Contract does not create an employer/employee relationship, agency relationship, partnership, or joint venture. Contractor is an independent contractor in performing the Work. Contractor shall be responsible for all compensation, coverages, claims and taxes of its employees and subcontractors.
- 23.4 *Venue.* Contractor agrees that the Contract is being performed in Travis County, Texas, because this Contract has been solicited, executed, and will be administered in Travis County, Texas. The Contractor agrees that any permissible cause of action involving this contract arises solely in Travis County.
- 23.5 *Third-Party Beneficiaries.* There are no third-party beneficiaries to this Contract *Accessibility.* All electronic deliverables must meet State of Texas accessibility requirements in 1 TAC Chapters 206 and 213 effective April 18, 2020.
- 23.6 *Computation of Time.* A period of days is computed as follows: (1) exclude the day of the event that triggers the period; (2) count every day, including Saturdays, Sundays, and legal holidays; (3) include the last day of the period; (4) if the last day is a Saturday, Sunday or legal holiday, the period continues to run until the next business day.
- 23.7 *Governing Law.* This Contract and any disputes arising out of or related to it will be governed by the laws of the State of Texas, without regard to its choice of law rules and without regard to conflicts of laws principles.
- 23.8 *Waiver.* With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Contractor's obligation to perform Conforming Work. No waiver on one occasion, whether expressed or implied, shall be effective as a waiver for any other occasion.
- 23.9 *Assignment of Contract Obligations.* No assignment of the obligations, rights or interests in the Contract by Contractor will be binding on TCEQ without its written consent. No assignment will relieve Contractor from its obligations under this Contract.
- 23.10 *Survival of Obligations.* Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four years beyond the termination or completion of the Contract, or until four years after the end of a related proceeding. A related proceeding

includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

- 23.11 *Visits to Work Site.* TCEQ may make a scheduled or unscheduled visit to any location where the Work is being performed.
- 23.12 *Contractor Performance Evaluations.* TCEQ may prepare written evaluations of Contractor's performance and use its evaluations in the selection criteria for future contracts. Contractor acknowledges that these evaluations are made on a subject in which TCEQ and its officers and employees have an interest or duty, and are made for the purpose of communicating with other persons having a corresponding interest or duty. TCEQ may provide this information to state agencies and others. Contractor consents to disclosure of TCEQ's evaluations to Texas state agencies and others, including submitting CPA's Texas Procurement and Support Services Division vendor performance forms to appropriate state databases.
- 23.13 *Compliance with Law.* Contractor must comply with all applicable federal, state, and local statutes, regulations, and other laws. Contractor has sole responsibility for obtaining all licenses and permits necessary for the Work, and for giving all notices required by law.
- 23.14 *Certifications.* Contractor will maintain the status of all certifications made in the solicitation response, including but not limited to, not boycotting Israel during the term of this Contract. Contractor will notify TCEQ of any change to its certifications.
- 23.15 *Texas Made Products.* In accordance with Texas Government Code, § 2155.4441, in performing this Contract, Contractor must purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside of Texas.
- 23.16 *Anti-Trust.* Neither the Contractor, nor any firm, corporation, partnership, or institution, represented by the Contractor, or anyone acting for such a firm, corporation or institution has violated or will violate the antitrust laws of this state (Chapter 15 of the Texas Business & Commerce Code) or federal antitrust law. Contractor assigns to TCEQ any and all claims for overcharges associated with this Contract arising under the antitrust laws of the United States and the State of Texas.
- 23.17 *Security Requirements.* If Contractor accesses, transmits, uses, or stores TCEQ data:
 - 1) Contractor shall meet the security controls specified by TCEQ; and
 - 2) Contractor must annually provide TCEQ documentation demonstrating that it meets the specified TCEQ security requirements.
- 23.18 Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agrees that throughout the term of the Contract it shall maintain

its certifications and comply with the program requirements in the performance of the Contract.

23.19 *Cybersecurity Training.* Contractor shall ensure that any Contractor representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under § 2054.519 of the Texas Government Code, when the Contract is executed and annually as applicable.

23.19.1 “Access to TCEQ Computer System or Database” means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system, or TCEQ database.

23.19.2 Within seven (7) days after the execution of the Contract, the Contractor shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the cybersecurity training requirements. For applicable umbrella contracts, Contractor shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.

23.19.3 If a Contractor representative has previously completed a DIR-certified cybersecurity training during a State of Texas fiscal year in which the Contract is effective, Contractor shall provide evidence that the Contractor representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of a Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.

23.19.4 For Contracts that have contract periods that exceed a year (extend beyond August 31 of the year in which they are entered), all persons performing Work under the Contract shall take cybersecurity training renewal each fiscal year after the year in which the contract becomes effective. By August 1st each year, the Contractor must provide to the TCEQ Contract Manager either: (1) a list of persons that must complete cybersecurity training during the upcoming State of Texas Fiscal Year; or (2) provide evidence that the Contractor representative completed the required training. Contractor shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.

23.19.5 TCEQ will provide access to the cybersecurity training program. Contractor is responsible for all other costs associated with their representatives completing the training, including time spent completing the training.

23.19.6 Contractor shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.

- 23.19.7 TCEQ may terminate the Contract for Cause if Contractor fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
- 23.19.8 TCEQ may terminate the Contract for Cause if a Contractor representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.
- 23.20 *Prohibited Technologies.* Contractor certifies that Prohibited Technologies will not be used on any of Contractor's or its employees', contractors', and subcontractors' devices including personally-owned devices, if those devices are used to access state-owned data or information systems. These devices include cell phones, tablets, desktop and laptop computers, and other internet-capable devices. "Prohibited Technologies" refers to software, applications, technologies, hardware, and equipment, and any of the aforementioned items made by the developers or manufacturers on the Prohibited Technologies list located on the Texas Department of Information Resources' website at: <https://dir.texas.gov/information-security/prohibited-technologies>. In addition to the DIR list, TCEQ in its sole discretion may designate additional prohibited technologies.

Insurance Section Separation Page

INSURANCE SECTION

1. **GENERAL.** Contractor shall purchase and maintain sufficient insurance as appropriate for the Work being performed and furnished, and for protection from any and all claims that may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents. Contractor's insurance shall meet or exceed the requirements set forth in this section or elsewhere in the Contract Documents.
2. **COVERAGES REQUIRED.** Contractor shall obtain and maintain throughout the Contract term the minimum insurance coverages listed below:
 - 2.1 *Worker's Compensation Insurance: Coverage to secure the payment of compensation to injured employees as defined in the Texas Worker's Compensation Act.*
 - 2.2 *Commercial Automobile Liability Insurance: coverage in the following minimum amounts for owned, hired, and non-owned vehicles for claims of automobile bodily injury and property damage which may arise in the performance of the contract:*
 - \$500,000 per person; and
 - \$1,500,000 per occurrence if the policy is issued for bodily injury and property damage combined.
 - 2.3 *Commercial General Liability Insurance: Coverage for claims of personal injury and bodily injury, including accidental death, and property damage which may arise from the performance of the contract. The types of coverage required are: Blanket, Broad Form Property Damage, Premises and Operations Hazards, Products and Completed Operations Hazards, Independent Contractor's, and Contractual Liability (including covering all of the Contractor's indemnity obligations under this Contract) in the minimum amounts of:*
 - \$1,000,000 per occurrence for bodily injury; and
 - \$1,000,000 per occurrence for property damage; or
 - \$2,000,000 per occurrence if the policy is issued for bodily injury and property damage combined.
 - 2.4 *Umbrella Liability Insurance: Additional coverage for all liability policies required for this Contract (excluding Worker's Compensation Insurance, which is not liability insurance) in an amount not less than \$1,000,000 in the aggregate.*
 - 2.5 *Requirements for Subcontractors: All requirements listed in items 2.1-2.4 will also apply to subcontractors.*
3. **INSURER REQUIREMENTS.** The Contractor will obtain all required policies from insurers licensed, eligible, or registered under Texas law to issue insurance policies for the limits and coverage required and the insurers must have a rating of A- or better and a financial size capacity of IV or better according to the most recent A.M. Best Ratings Guide.

4. **NOTICES OF CHANGE.** The Contractor's insurance policies must require the insurer or the insurer's authorized agent to notify TCEQ of any cancellation, or material change, other than for non-payment, at least 30 days in advance. The Contractor's insurance policy must require the insurer or the insurer's authorized agent to notify TCEQ of any cancellation or material change due to non-payment at least 10 days in advance. These notices of changes must reference the TCEQ contract number and be made in writing by email to the TCEQ Contract Manager at the address shown in the current NOTICES, PROJECT REPRESENTATIVES, AND RECORDS LOCATION form. This provision does not relieve Contractor of its own requirements to notify TCEQ of any changes during the period of the Contract Term.
5. **INSURANCE CERTIFICATE.** Contractor shall provide TCEQ with evidence of the insurance coverage required under this Contract. The evidence of the coverage shall be a certificate of insurance on a form approved by the Texas Department of Insurance. Contractor will submit the certificate to the TCEQ Contract Manager no later than ten days after award of the Contract, or as directed by the Special Terms and Conditions. Prior to the expiration of any insurance coverages during the term of the Contract, Contractor will submit a certificate evidencing renewed or new insurance policies. Certificates must bear the contract number of this Contract. If Contractor changes insurers, Contractor shall provide the TCEQ Contract Manager with a new certificate of insurance within ten days. The certificate of insurance shall set out any deductible or self-insured retention amounts for each coverage required.

TCEQ's approval, disapproval, or failure to act regarding any insurance required to be supplied by the Contractor will not relieve the Contractor of full responsibility for liability for damages, injury, death, or loss as set forth herein or otherwise provided by law or regulations.

6. **REQUIRED ADDITIONAL PROVISIONS.** All policies of insurance shall include the following provisions:

- 6.1 *TCEQ and its officers and employees are named additional insureds to the Commercial General Liability Insurance, Excess Liability Insurance (Umbrella), and Excess Liability Insurance (Other than Umbrella), including for completed operations, except for the Professional Liability Insurance;*
- 6.2 *Waiver of subrogation in favor of TCEQ, its officers and employees for bodily injury (including death), property damage, or any other loss arising from this Contract, except for the Professional Liability Insurance; and*
- 6.3 *The Contractor's insurance is primary insurance with respect to the TCEQ and its officers and employees.*

7. **SELF-INSURANCE AND DEDUCTIBLES.** Contractor must obtain TCEQ's prior written approval to self-insure or to maintain the required insurance subject to deductibles and/or retentions that exceed Fifty Thousand Dollars (\$50,000). Policies required under this Article or elsewhere in the Contract Documents must not include provisions to the effect that payment of claims up to the limits of the policy are conditioned on the actual payment of a deductible or Self-Insured Retention (SIR) by Contractor.

As a condition of granting approval to retain deductibles or SIRs above Fifty Thousand Dollars (\$50,000) TCEQ may require additional financial assurance in the form of an irrevocable letter of credit, the establishment of an escrow account, or other financial instrument acceptable to TCEQ.

Notices, Project Representative, and Records Location Separation Page

NOTICES, PROJECT REPRESENTATIVES, AND RECORDS LOCATION

Contract Number: 582-25-00004

Contract Name: Registration Services

- 1. Representatives.** The individual(s) named below are the representatives of TCEQ and Contractor. They are authorized to give and receive communications and directions on behalf of the TCEQ and Contractor as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
- 2. Changes in Information.** Either party may change its information in this *Notices, Project Representatives and Records Location* document by providing notice to the other party's representative for contractual matters.
- 3. TCEQ Representatives.**

TCEQ Contract Manager
(for Contractual Matters)

(Name)
(Title) (Mail Code)

Texas Commission on Environmental
Quality
P.O. Box 13087
Austin, Texas 78711-3087
Telephone No.: (____) ____-____
Email Address:

TCEQ Project Manager
(for Technical Matters)

(Name)
(Title) (Mail Code)

Texas Commission on Environmental
Quality
P.O. Box 13087
Austin, Texas 78711-3087
Telephone No.: (____) ____-____
Email Address:

- 4. Contractor Representatives.**

For Contractual Matters:

(Name)

(Title)

(Mailing Address)

(City) (State) (Zip Code)

Telephone No.: (____) ____-____
Facsimile No.: (____) ____-____
Email Address:

For Technical Matters:

(Name)

(Title)

(Mailing Address)

(City) (State) (Zip Code)

Telephone No.: (____) ____-____
Facsimile No.: (____) ____-____
Email Address:

5. **Invoice Submittal.** Invoices must be submitted to the TCEQ Contract Manager.
6. **Designated Location for Records Access and Review.** Contractor designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

(Physical Location Address Line 1)

(Physical Location Address Line 2)

(City), (State), (Zip Code)

**Attachment B:
Release of Claims**

(Must be returned with last invoice per General Term and Condition Section 7.8)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Conditional Final Waiver and Release of Claims

Upon receipt and clearance of payment from the Texas Commission on Environmental Quality (TCEQ) in the sum of \$ _____, which constitutes final payment to Contractor's Name (hereinafter referred to as "Contractor"), Contractor and its successors and assigns, release, discharge and relinquish the TCEQ, its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number 582-25-00004 (Contract).

In consideration of payment of such funds, Contractor releases any and all liens related to the Contract and waives any right it may have to place liens related to the Contract. It is expressly agreed and understood that this conditional FINAL waiver and release of all claims is effective, without any further action of any party, only upon clearance of final payment to Contractor in the above-mentioned amount. Contractor warrants that it has completed all Work described in the Contract.

Executed on this _____ day of _____, 20____.

By: _____
(signature)

(name)

(title)

**Attachment C:
Key Personnel Form**

TCEQ Key Personnel Form

Responder Company Name:

Key Position	Names	Employer
<u>Program Manager/Event Lead</u>		
<u>Accountant/Budget Analyst</u>		
<u>Event Coordinator/Planner</u>		

**Section 4:
Response Documents
Fill out and Submit with Response**

RESPONDER'S SIGNATURE AND INFORMATION

(Failure to sign below will disqualify your Response.)

Registered Name of Responder: _____

D/B/A _____

Company Address: _____

Vendor ID Number:

The ID number is the payee identification number assigned and used by the Comptroller of Public Accounts of Texas to process payment for goods/services. See [How to Register as a Texas Vendor](https://comptroller.texas.gov/purchasing/vendor/registration) on the Comptroller's website (<https://comptroller.texas.gov/purchasing/vendor/registration>)

Provide one of the following:

- Federal Employers Identification Number (EIN)
- Social Security number behind Tab CONFIDENTIAL.

Unique Entity Identifier Number, if applicable:

Printed Name and Title of individual authorized to bind Responder to this Response:

Authorized Signature: _____

Your signature binds you to everything in the Solicitation and your Response, including the Certifications and your completed HUB Subcontracting Plan. By signing, you also affirm that everything in your Response is complete, true and accurate.

Date of Signature: _____

Name of Responder Representative to contact regarding this Response:

Title of Representative: _____

Telephone Number: _____

Email Address: _____

Pursuant to Texas Family Code § 231.006(c), regarding child support, Responses must include names and Social Security Numbers of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the Response. See Responder's Certifications for additional information. Check one of the following:

- This provision applies, and the required information is submitted behind Tab 7 in the Response.
- This provision does not apply to the Responder.

RESPONSE CONTENTS

Response must be organized with the designated index tabs and in the designated order. If the item for a tab is not applicable to the Response, insert a page marked "Not Applicable" behind the tab.

- **TAB 1** Responder's Signature and Information
 - Authorized Signature and Information
 - Signed Cover Page of Addenda
 - TIN Form
- **TAB 2** Responder's Company Qualifications
 - Ability to Perform
 - Key Personnel Qualifications
- **TAB 3** Past Performance and References
- **TAB 4** Registration System
- **TAB 5** Registration Services Price Form
- **TAB 6** Additional Response Forms
 - Preferences
 - HUB Subcontracting Plan Forms
- **TAB 7 Confidential Information** (including Social Security Numbers) (if applicable)
- **TAB 8 Other** (May be used to include information that does not fall under another designated Tab, to explain a Certification you cannot make, or disclose a conflict of interest.)

RESPONDER'S CERTIFICATIONS

By signing and submitting its Response, Responder certifies each of the numbered statements below. If Responder cannot affirm any of the certifications, please provide the facts that prevent Responder from making the certification in **Tab 8**. These certifications are part of the Response and any resulting Contract. False certifications may lead to disqualification of the Response or to contract remedies, such as termination for cause, and other administrative and criminal penalties.

1. Responder has not given or offered, and does not intend to give or offer, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service or other thing of value to a public servant in connection with its Response.
2. Responder has disclosed in Tab 8 any known financial interest of, or foreseeable financial benefit to, any TCEQ commissioner, executive director, deputy executive director, general counsel or chief procurement officer, and their family members, as defined by Section 2261.252, Government Code. Responder has disclosed any proposed personnel who are related to any current employees of TCEQ.
3. During the four years ending on the date of the Response, Responder has not been the executive head of TCEQ. Responder does not employ a current executive head of TCEQ or any other state agency or a former executive head of TCEQ or any other state agency that was the executive head during the four years ending on the date of the Response.
4. The Responder has not been an employee of TCEQ within the preceding 12 months. Also, if the Responder employs a person that worked for TCEQ within the preceding 12 months, the person will not perform services on projects for the Responder that the employee worked on while employed by TCEQ.
5. Neither Responder nor any of its officers, directors, owners, partners, or primary managers or supervisors is subject to suspension, debarment, exclusion, disqualification, or similar ineligibility determined by any federal, state or local government entity.
6. The Response does not include financial participation by any individual or entity that was compensated for preparation of the specifications or request for proposal. In accordance with Section 2155.004 of the Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
7. Neither the Responder, nor the firm, corporation, partnership, or institution, represented by the Responder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state (Chapter 15 of the Texas Business & Commerce Code) or federal antitrust law. Responder has not communicated its Response, directly or indirectly, to any competitor or any other person engaged in the same line of business. Responder has not received information about any other Response to this Solicitation.
8. No individual who is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent of Responder is a child support obligor who is more than 30 days delinquent in paying child support. In accordance with Section 231.006, of the Texas Family Code, the vendor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the

specified grant, loan, or payment and acknowledges that this contract [if any] may be terminated and payment may be withheld if this certification is inaccurate.

9. The Response does not include proposed financial participation by any person who, during the five-year period preceding the date of the Response submittal (and/or Contract award – explain under Tab 8), has been convicted of violating a federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of any disaster occurring on or after September 24, 2005, including Hurricane Rita and Hurricane Katrina. In accordance with Sections 2155.006 and 2261.053 of the Texas Government Code, the Responder certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract, if any, may be terminated and payment withheld if this certification is inaccurate.
10. The Responder has not been adjudicated during the preceding three-year period to have committed substantive, non-clerical violations resulting in an actual release of hazardous waste that presented an imminent and substantial danger to the public health and safety or the environment.
11. Responder, nor any of its officers, has been adjudicated by a court of law to have violated the Texas Deceptive Trade Practices Act.
12. If Responder gives a Texas address for itself, that address is Responder's legal business address, and Responder is either incorporated in Texas, has its principal place of business in Texas, or has an established physical presence in Texas.
13. The Responder does not boycott Israel and will not boycott Israel during the term of the contract. In accordance with Government Code Section 2270.002, the Responder certifies that it does not boycott Israel and will not boycott Israel during the term of the contract. If Responder is exempt from this provision, Responder must provide supporting information in Tab 8.
14. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
15. Responder acknowledges that TCEQ is required by law to post on its public website information about this Solicitation and any awarded Contract. Responder acknowledges its Response is subject to disclosure pursuant to the Texas Public Information Act, and it is Responder's obligation to specifically identify information it contends to be confidential or proprietary in Tab 8.

If any of these certifications change between submittal of the Response and award of a contract or cancellation of the Solicitation, Responder will promptly notify TCEQ.

APPLICATION FOR TEXAS IDENTIFICATION NUMBER (TIN) FORM

Please fill out the following form and return with your proposal behind **Tab 1**. This form will be used to ensure proper set up of contractor information in our contract and payment system.

PLEASE NOTE: A completed TIN form must be submitted with your response even if you have done business with TCEQ in the past for verification that we have the correct information in our accounting system.

Application for Texas Identification Number

• See instructions on back

<p>1. Is this a new account? <input type="checkbox"/> YES Mail Code 000 Complete Sections 1 - 5</p>		<p><input type="checkbox"/> NO Enter Mail Code _____ Complete Sections 1, 2 & 5</p>	Agency number 5 8 2
<p>Section 1</p> <p>2. Texas Identification Number (TIN) - Indicate the type of number you are providing to be used for your TIN</p> <p><input type="checkbox"/> Employer Identification Number (EIN) (9 digits) <input type="checkbox"/> Social Security number (SSN) (9 digits) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN) (9 digits) <input type="checkbox"/> Comptroller's assigned number (FOR STATE AGENCY USE ONLY) (11 digits) <input type="checkbox"/> Current Texas Identification Number (FOR STATE AGENCY USE ONLY) (11 digits)</p> <p>Enter the number indicated _____</p>			
<p>3. Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax? <input type="checkbox"/> YES <input type="checkbox"/> NO If "YES," enter Texas Taxpayer Number _____</p>			
<p>Payee Information (Please type or print)</p> <p>4. Name of payee (Individual or business to be paid) _____</p> <p>5. Mailing address where you want to receive payments _____</p> <p>6. (Optional) _____</p> <p>7. (Optional) _____</p> <p>8. (Optional) _____</p> <p>9. City _____ State _____ ZIP code _____</p>			
<p>10. Payee telephone number (Area code and number) _____</p>		SIC code _____	Security type code 0, 1, 2 Zone code _____
<p>Section 3</p> <p>11. Ownership Codes - Check only one code by the appropriate ownership type that applies to you or your business.</p> <p><input type="checkbox"/> I - Individual Recipient (not owning a business) <input type="checkbox"/> L - Texas Limited Partnership: If checked, enter the Texas File Number _____</p> <p><input type="checkbox"/> S - Sole Ownership (Individual owning a business): If checked, enter the owner's name and Social Security number (SSN) Owner's name _____ SSN / ITIN (9 digits) _____</p> <p><input type="checkbox"/> P - Partnership: If checked, enter two partner's names and Social Security numbers (SSN). If a partner is a corporation, use the corporation's Employer Identification Number (EIN). Name _____ SSN / ITIN / EIN (9 digits) _____</p> <p><input type="checkbox"/> C - Professional Corporation: If checked, enter the Texas File Number _____</p> <p><input type="checkbox"/> O - Out-of-State Corporation <input type="checkbox"/> G - Governmental Entity <input type="checkbox"/> U - State agency / University <input type="checkbox"/> F - Financial Institution <input type="checkbox"/> R - Foreign (out of U.S.A.)</p> <p><input type="checkbox"/> N - Other: If checked, explain. _____</p>			
<p>Section 4</p> <p>12. Payment Assignment? <input type="checkbox"/> YES <input type="checkbox"/> NO Note: A copy of the assignment agreement between payees must be attached.</p> <p>Assignee name _____</p> <p>Assignee TIN _____ Assignment date _____</p>			
<p>Section 5</p> <p>13. Comments _____</p> <p>14. sign here Authorized signature (Applicant or authorized agent) Date _____</p> <p>Agency name _____ Prepared by _____ Phone (Area code and number) _____</p> <p>15. _____</p>			



Application for Texas Identification Number

GLENN HEGAR

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Fiscal Management
Austin, TX 78774-0100

Who Must Submit This Application -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Texas Identification Number (TIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

Note: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.

For Assistance -

For assistance in completing this application, please call the Texas Comptroller's office at 1-800-531-5441, ext. 6-8138, or 512-936-8138.

Notice to State Agencies -

When this form is used to set up additional mail codes, Sections 1, 2 and 5 must be completed. State agencies may refer to the Texas Identification Number System (TINS) Guide at <https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide> for additional information.

General Instructions -

- Do not use dashes when entering Social Security, Employer Identification, Individual Taxpayer Identification or Comptroller's assigned numbers.
- Disclosure of your Social Security number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon 2005) and TEX. GOV'T. CODE ANN. sec. 403.056 (Vernon 2005). Your Social Security number will be used to help the Texas Comptroller of Public Accounts administer the state's tax laws and for other purposes.

See Op Tex. Att'y Gen. No. H-1255 (1978).

Specific Instructions -

Section 1 - Texas Identification Number

EIN: For all ownership codes other than Individual Recipient listed in Section 3, enter a 9-digit Employer Identification Number (EIN) issued by the Internal Revenue Service.

SSN: For Individual Recipient or Sole Owner without an EIN, enter your 9-digit Social Security number (SSN) issued by the Social Security Administration.

ITIN: For Individual Recipient or Sole Owner without an EIN, enter your 9-digit Individual Taxpayer Identification Number (ITIN) issued by the IRS.

Comptroller Assigned Number – 11 digits: FOR STATE AGENCY USE ONLY. A Comptroller Assigned Number is an ID number that is given to a state agency that needs to pay either a foreign entity or a foreign individual who does not have an EIN, SSN or ITIN.
Current Texas Identification Number – 11 digits: FOR STATE AGENCY USE ONLY.

Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax? If "YES," enter Texas Taxpayer Number.

Section 2 - Payee Information

Items 4 through 8 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in Item 5 and begin the address in Item 6.

Item 9 - Enter the city, state and ZIP code.

Item 10 - Enter payee telephone number.

SIC code, Security type code and Zone code: FOR STATE AGENCY USE ONLY.

Section 3 - Ownership Codes

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's office may be contacted at 512-463-5555 for information regarding Texas file numbers.

Section 4 - Payment Assignment

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include a copy of the assignment agreement between the assignee and the assignor.

Section 5 - Comments and Identification

Item 13 - Enter any additional information that may be helpful in processing this application. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or phone numbers listed on this form.

RESPONDER'S COMPANY QUALIFICATIONS, COMPANY ORGANIZATION AND ABILITY TO PERFORM

Responder must submit its Responder's Company Qualifications behind **Tab 2**. Use the outline and format prescribed in Submission of Responses in Section 1 and Evaluation Criteria in Section 2.

RESPONDER'S KEY PERSONNEL: QUALIFICATIONS & EXPERIENCE STATEMENT

Responder must submit its Technical Approach behind **Tab 2**. Use the outline and format prescribed in submittal information in Section 1 and Evaluation Criteria in Section 2.

PAST PERFORMANCE AND REFERENCES

Responder must submit its Past Performance and References behind **Tab 3**. Use the outline and format prescribed in Submission of Responses in Section 1 and Evaluation Criteria in Section 2.

REGISTRATION SYSTEM

Responder must submit its Registration System behind **Tab 4**. Use the outline and format prescribed in Submission of Responses in Section 1 and Evaluation Criteria in Section 2.

PRICE FORM

Responder must enter a price under each category (Labor, Badge Items, and Other Direct Costs) to provide registration services for all events listed in **Attachment A - Tentative Calendar of Events**. Responder may provide unit pricing for up to six (6) items under the Labor category. Other Direct Costs may include Third Party costs (i.e., registration transaction fees) to provide services in the Contract.

Unless otherwise described, the price is for one unit of each item, for example, one piece of equipment or hourly rate of labor.

All pricing is loaded and must include all of the Responder's costs associated with providing the services in the Contract.

With the exception of travel costs approved by TCEQ, no additional amount will be paid for any costs or charges incurred by the Contractor, which is not listed on the Price Form.

Reimbursement is limited to direct costs (no indirect costs).

Estimated Quantities

Estimated quantities contained in the Price Form are devised purely for purposes of evaluating responses. As compensation for performing the services under the contract, TCEQ shall pay the Contractor only for the actual work performed under the Contract, in accordance with the unit prices contained on the Price Form. Prices shall be firm for the duration of the Contract, including all renewals and extensions. For evaluation purposes, TCEQ assumes that Contractor purchases 8,000 badges, badge holders and lanyards, processes 8,000 registration transactions, and collects \$1,500,000 in registration funds. Other fees listed on the Price Form will not be considered in the evaluation process.

PRICE FORM INSTRUCTIONS

For each cell of column C in Table 1 below, insert the unit price or hourly rate for the service described in the corresponding cell of column A. Insert the corresponding formula in each cell of column D. Insert the summation formula in the bottom cell of column D to calculate the Total Bid Price.

REGISTRATION SERVICES PRICE FORM

	Column A	Column B	Column C	Column D
Item No.	Job Title	Estimated Labor Hours (All Events)	Hourly Labor Rate	Extended Price B x C = D
1a.	Project Manager/ Event Lead		\$	\$
1b.	Accountant/Budget Analyst:		\$	\$
1c.	Event Coordinator/Planner:		\$	\$
1d.	Job Title:		\$	\$
1e.	Job Title:		\$	\$-
1f.	Job Title:		\$	\$
Subtotal Labor Costs				\$-
	Badge Items	Estimated Number of Badges (All Events)	Unit Price	Extended Price B x C = D
2.	Badges	8,000	\$	\$
3.	Lanyards	8,000	\$	\$
4.	Badge Holders	8,000	\$	\$
Subtotal Badge Item Costs				\$-
	Other Direct Costs	All Events	Unit Rate	Extended Price B x C = D
5.	Registration Transaction Fees	Estimated Registration Funds Collected: \$1,500,000	<u> </u> Percent (<u> </u> %)	\$
	Other Fees: (Specify Price below):			
Subtotal Other Direct Costs				\$-
Total Bid Price				\$

PREFERENCES

Identify the preferences for which Responder qualifies.

Not all preferences apply to all procurements. Preferences may not apply to procurements of scientific and technical services. Texas Water Code § 5.2291. Texas bidder preferences may not apply to contracts with financial support from federal agencies. *See 2 CFR § 200.319(b).* For more information about preferences, see the State of Texas Procurement Manual.

Tie bid preferences (Tex. Gov. Code 2155.444):

- Goods or services produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Texas vegetation native to the region, for landscaping
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Non-agricultural goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- USA-produced supplies, materials or equipment

Specification preferences:

- Products made of recycled, remanufactured, or environmentally sensitive materials (Tex. Gov. Code 2155.445)
- Energy-efficient products (Tex. Gov. Code 2155.442)
- Rubberized asphalt paving material (Tex. Gov. Code 2155.443)
- Recycled motor oil and lubricants (Tex. Gov. Code 2155.447)
- Recycled paper products (Tex. Gov. Code 2155.448(a))
- Foods of higher nutritional value, for public cafeterias (Tex. Gov. Code 2155.452)
- Manufacturers that recycle or reuse computer equipment made by other manufacturers (Tex. Health and Safety Code 361.965(d))

Source preferences:

- Products produced at facilities located on formerly contaminated property (Tex. Gov. Code 2155.450)
- Products and services from economically depressed or blighted areas (Tex. Gov. Code 2155.449, 2306.004)
- Vendors that meet or exceed air quality standards (Tex. Gov. Code 2155.451)
- Products made by persons with disabilities (Tex. Gov. Code 2155.441)
- Products made by Texas Correctional Industries (Tex. Gov. Code Ch. 497)



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 contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

In accordance with 34 TAC 20.284, the agency-specific Historically Underutilized Business Goal for this Other Services contract is 26%.

Attention Responders: An electronic format of the HUB Subcontracting Plan (HSP) Form is available on the Texas Comptroller of Public Accounts website (<https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>).

FAILURE TO SUBMIT A COMPLETED HSP WITH THIS SOLICITATION WILL DEEM YOUR PROPOSAL/BID NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AN AWARD.

The TCEQ has identified possible HUB subcontracting opportunities related to the type of work being undertaken in this project. This listing is not an inclusive listing. Additional opportunities may be added at the respondent's option and can be referenced on the Statewide Procurement Division (SPD) Commodity Book, Listing by Class, located at: <https://comptroller.texas.gov/purchasing/vendor/hub/>

The following goods and/or services are possible HUB subcontracting opportunities:

Finding HUBs on the Centralized Master Bidders List (CMBL) and HUB Directory:

1. Access the CMBL and HUB Directory at: <https://mycpa.cpa.state.tx.us/tppasscmblsearch/index.jsp>
2. *CMBL* Page will default to certain fields already checked - ensure that *All Vendors* are searched.
3. Enter Class Code and Item (leave Item blank to select any).
4. Enter District Number to select specific geographic location (leave district blank to select all).
5. Click the Submit Search button.
6. *Detail List* page will default to certain fields already checked.
7. Check Ethnicity, Gender fields, and Business Description as well as any other fields needed. Click go.
8. Identify HUBs on the *Results for CMBL Plus HUBs Search* page (HUB category is on far right of page).
9. Select HUB vendor and click on company name. Sometimes a vendor will have more than one listing – Use the most current one.
10. Confirm that *HUB Status* is “A” (Approved; Active) on the *Vendor Detail* page.
11. If vendor appears to meet your needs, then solicit a bid or response of interest.
12. Repeat this process until you have found a minimum of three (3) certified HUBs per subcontracting opportunity/area, either identified by the TCEQ or your company.
13. SPD Minority/Business Links (for accessing women and minority trade associations or development centers):

<https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>