

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
SOLICITATION NAME: PRINT-ON-DEMAND SERVICES
SOLICITATION NUMBER:

SCHEDULE OF EVENTS

EVENT	DATE	Time
Deadline for Submission of Questions	1/04/2013	2pm CST
Solicitation Due Date	1/18/2013	2pm CST
Expected Contract Start Date	3/1/2013	N/A

PRE-PROPOSAL CONFERENCE

No Pre-Proposal Conference will be held.

Use this page as the Front Page of your Response

SIGN YOUR RESPONSE IN THE SPACE BELOW

Your signature binds you to everything in your Response, including the HUB Subcontracting Plan (HSP)

Failure to manually sign here will disqualify your Response

With regard to the attached Response, including the HSP, Responder certifies and agrees:

- Responder's information is complete, true and complies with all requirements in the Solicitation;
- Responder will promptly notify TCEQ of any relevant changes to the Response information;
- Response terms including prices are fixed for 120 days from due date for Response;
- Responder affirmatively waives confidentiality of all information including email addresses;
- Responder will completely perform the terms of the Response (including the HSP and agreed amendments);
- The person signing is authorized to sign and certify this Response for the Responder.

Authorized Responder Signature

Date

Responder Printed Name

Responder Title

Company Name:	Contact Name, Title:
Company Address:	Contact Phone, Fax:
	E-mail:*
Vendor ID Number:	Back-Up Contact, Title:

*If provided, email address confidentiality is waived.

An Identification Number is required to process payment for goods/services purchased against contract awards. The Federal Employers Identification Number (EIN) will be used to establish a Payee ID Number:

PLEASE ENTER YOUR FEDERAL EIN: ___ ___ ___ ___ ___ ___ ___ ___ ___ □

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

For Questions, contact the TCEQ Purchasing and Contract Officer Lilia VanderWal at 512-239-1370 or email

Lilia.vanderwal@tceq.texas.gov.

For HUB questions, contact Laura Cagle at 239-1273, and/or at laura.cagle@tceq.texas.gov.

Exclusive Addresses for Delivery: (LABEL **INSIDE** AND **OUTSIDE** PACKAGES)

Mail Response to: TCEQ MC182 Attention: :Lilia A. VanderWal Procurements & Contracts PO Box 13087 Austin, Texas 78711-3087	Hand-deliver Response to: TCEQ MC182 Attention: Lilia A. VanderWal Procurements & Contracts 12100 Park 35 Circle, Bldg. A, 3 rd Floor Austin, Texas 78753	Overnight/Express Response to: TCEQ MC182 Attention: Lilia A. VanderWal Procurements & Contracts 12100 Park 35 Circle, Bldg. A, 3 rd Floor Austin, Texas 78753
--	--	---

CLASS 915, ITEM 44

CLASS 966, ITEM 76

PROJECT DESCRIPTION:

The Texas Commission on Environmental Quality seeks to contract for print-on-demand and fulfillment services for publications, forms, and related materials. This service will include warehousing and inventory of stock using an electronic ordering and inventory system.

ESTIMATED CONTRACT PERIOD:

The estimated Contract period shall be in effect from effective date shown on Contract Signature Page or the latest date of the parties' signatures shown on the Contract Signature Page to August 31, 2015, subject to any renewal provisions set forth in the Special Terms and Conditions.

SOLICITATION CONTENTS

TCEQ Includes the items marked "X" The order of documents may be different than shown here. Contact the TCEQ Purchasing and Contract Officer for missing items.		
X	Front Page	
X	Solicitation Contents Page	
X	Your Response Contents	
X	Responders Affirmations	
X	Required/Statutory Clauses	
X	Responders Preferences	
X	Purchasing Authority	
X	Responder General Instructions	
X	General Terms and Conditions	
X	Special Terms & Conditions	
X	Scope of Work	
X	Evaluation of Responses	
X	Statement of Qualifications	
X	Describe the Work Plan	
X	Price Form	
	Work Order Section	
	Financial Section	
	Performance Bond	
	Payment Bond	
	Letter of Credit	
X	Insurance Requirements	
X	HUB Requirements and Forms	
X	Appendix A	
X	Appendix B	
X	Appendix C	
	Other	

YOUR RESPONSE CONTENTS

You must include the items marked "X"

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

X	TAB 1	Response Front Page. The Front Page of this Solicitation is the form for the Front Page of your Response. Signing this page binds you to your entire Response. Unsigned Responses are unacceptable.
X		Addendums (If applicable)
X	TAB 2	Statement of Qualifications (SOQ)
X		Responder's Company Qualifications
X		Responder's Company Past Performance
		Key Personnel Qualifications
X		Other Qualifications Items. Client References.
	TAB 3	Work Plan or Technical Approach. No form. This is your Plan or Approach for performing the Contract.
X	TAB 4	Response Forms. Complete and submit all designated forms.
X	4.1	Price Form. Provide all prices and other information.
X	4.2	Preferences Form
	4.3	Federal Forms
X	4.4	HUB Subcontracting Plan Forms (Attached to HUB Subcontracting Plan Section)
	4.5	Other
	TAB 5	Responders should use Tab 5 for other information required or allowed to be submitted when a location is not designated.

RESPONSE CONTENTS

TO BE SUBMITTED NOT LATER THAN 10 DAYS AFTER AWARD OF THE CONTRACT

X	Certificate of Insurance. See <u>Insurance Section</u> .
	Performance Bond. See Financial Section. Form included.
	Payment Bond. See Financial Section.
	Letter of Credit. See Financial Section.

RESPONDER'S AFFIRMATIONS

Prospective Responders are required to affirm their compliance with particular state laws, federal, laws or Comptroller of Public Accounts (CPA), Texas Procurement and Staff Services (TPASS) rules on any solicitation documents. Responders Affirmations become part of any solicitation and are binding terms and conditions of any resulting contract or purchase order. Any misrepresentation or false statement that is deemed material by the state is a breach of contract, which shall void or make voidable any solicitation or resulting contract. Such responders may be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, in addition to being barred from participating in future contracting opportunities with the State of Texas.

- | |
|---|
| 1. The Responder has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. |
| 2. Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(a), the responder has not received compensation for participation in the preparation of specifications for this solicitation. |
| 3. Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), the responder certifies that the individual or business entity named in this solicitation or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. |
| 4. Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq. 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, federal antitrust laws, nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. |
| 5. If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the responder certifies that the individual or business entity named in this response is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any responder subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the response. This information must be provided prior to award. |
| 6. Responder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas. |
| 7. Responder agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the use of service contracts for products produced in the State of Texas. |
| 8. Responder certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If Section 669.003 applies, respondent will complete the following information in order for the proposal to be evaluated:
Name of Former Executive:
Name of State Agency:
Date of Separation from State Agency:
Position with Responder:
Date of Employment with Responder: |
| 9. By signing this solicitation, responder certifies that if a Texas address is shown as the address of the responder, responder qualifies as a Texas Resident Responder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Rule §20.32 (68). |
| 10. Suspension, debarment, and terrorism: Responder certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that responder is in compliance with the State of Texas statutes and rules relating to procurement and that responder is not listed on the Federal Governments terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov |

11. Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a response or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the solicitation or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the responder certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified contract and acknowledges that any contract resulting from this Solicitation may be terminated and payment withheld if this certification is inaccurate.
12. Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor 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 vendor 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 vendor 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. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.
13. Vendor shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and CPA, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of any contract with vendor resulting from this Solicitation. Vendor shall coordinate its defense with the Texas Attorney General as requested by CPA. This section is not intended to and shall not be construed to require vendor to indemnify or hold harmless the State or CPA for any claims or liabilities resulting from the negligent acts or omissions of CPA or its employees.

REQUIRED/STATUTORY CLAUSES

1. Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.
2. The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor of any agent, employee, subcontractor, or supplier or contractor in the execution or performance of this contract.
3. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
4. Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.
5. Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.
6. The Technology Access Clause was repealed effective September 1, 2006 and replaced by Department of Information Resources rules as follows:

Electronic and Information Resources Accessibility Standards, as required by 1 TAC Chapter 213.
 - a. Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
 - b. Vendor shall provide Texas Commission on Environmental Quality (TCEQ) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TCEQ with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.
7. Vulnerability Testing of Network Hardware and Software: Vendor hereby certifies that any network hardware or software, as applicable, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with the Texas Government Code 2059.060.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences at
<http://www.window.state.tx.us/procurement/pub/manual/2-38.pdf>

CHECK BELOW IF PREFERENCE IS CLAIMED UNDER 34 TAC Rule 20.38
 If not checked, preference cannot be applied in the case of a tie bid.

	Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.
	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 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.
	Agricultural products grown in Texas.
	Agricultural products offered by a Texas bidder.
	Texas vegetation native to the region.
	USA produced supplies, materials or equipment.
	Products of persons with mental or physical disabilities.
	Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel.
	Energy efficient products.
	Rubberized asphalt paving material.
	Recycled motor oil and lubricants.
	Products produced at facilities located on formerly contaminated property.
	Products and services from economically depressed or blighted areas.
	Vendors that meet or exceed air quality standards.
	Recycled or reused computer equipment of other manufacturers.
	Foods of higher nutritional value.

PURCHASING AUTHORITY

This list shows different methods under which TCEQ is authorized to purchase goods and services. This solicitation is made under the method with an "X" in the box. If no box is marked, or if a box appears to be marked in error, contact the TCEQ Purchasing and Contract Officer so that a correction can be made.

	PROCUREMENT METHOD	SOLICITATION TYPE	TCEQ MAY NEGOTIATE & REQUEST BEST AND FINAL OFFERS (BAFOs)
	Biddable Goods and Services. Texas Government Code (TGC), Chapter 2155	Invitation For Bid (IFB)	No
X	Competitive Sealed Proposals, TGC 2156	Request for Proposal (RFP)	Yes
	Scientific & Technical Environmental Services. Section 5.2291 (b) Texas Water Code, Chapter 2254 TGC, Subchapter A	Request for Proposal (RFP)	Yes
	Automated Information Technology Services (AIS), Information Technology (IT) Commodity Purchases, Telecommunications Commodities/Services. Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter H, Rule §20.391 and Texas Government Code, Title 10, Subtitle D, Chapter 2157, Sections 2157.001 through 2157.184	Request for Offer (RFO)	Yes
	Request for Grant Application (RFGA)		Yes
	Professional and Consulting Services, TGC 2254	Request for Qualifications (RFQ)	Yes

RESPONDER GENERAL INSTRUCTIONS

I. Preparing the Response

1. Revisions to Schedule of Events.

TCEQ reserves the right to change the dates in the Schedule of Events on Page One (1) upon written notification to prospective responders through a posting on the Electronic State Business Daily (ESBD) as an addendum.

2. Deadline for Questions. Questions and requests for clarification or interpretation of the Solicitation must be submitted in writing and delivered to the TCEQ Purchasing and Contract Officer by, mail, e-mail or other delivery not later than the date of the Deadline for Questions shown on the Solicitation and Response Front Page (Front Page). All requests must be prominently labeled with Solicitation name, Solicitation Number and the Due Date for Responses. TCEQ shall have sole discretion as to whether to respond to such questions.

3. Solicitation Conference. If a Solicitation Conference is scheduled for this Solicitation, the date, time and location will be shown on the Front Page. Any Solicitation Conference scheduled after release of this Solicitation will be announced in an addendum and posted on the Electronic State Business Daily (ESBD) internet site at <http://esbd.cpa.state.tx.us>. Any additional information provided at the conference will be written as Addenda and posted on the same internet site.

4. Due Date for Responses. Responses must be delivered prior to the due date to the appropriate TCEQ address on the Front Page and must be date and time stamped. Late and/or unsigned Responses will not be considered under any circumstances. No Responses may be submitted by telegraph, facsimile, email or other electronic means. Original Responses shall not be altered, amended or withdrawn after the Due Date/Time.

It is Responder's sole responsibility to ensure timely delivery of the Response. TCEQ will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Responder. Alternate or supplemental Responses must be submitted as a separate item and be identified by the Responder's name and signature and be cross-referenced to the applicable item in the Response. All costs incurred in the preparation and submission of a Response is the exclusive responsibility of Responder. TCEQ will not reimburse Responders for any cost related to response preparation or submission. TCEQ reserves the right to retain all responses, excluding proprietary documentation, regardless of which response is selected. No responses will be returned to vendors.

Public Solicitation Opening. To the extent required by law or Texas Comptroller of Public Accounts (CPA), Texas Procurement and Support Services Division procedure, TCEQ will attempt to read aloud all responder name and addresses for each response at solicitation openings/closings. Responder list will be made available upon written request.

5. Addenda. Responses to questions and additional information which constitute addenda to the Solicitation will be posted at <http://esbd.cpa.state.tx.us>. All addenda are part of the Solicitation. No other explanation or interpretation will be considered official or binding. TCEQ will not be bound by any changes to the Solicitation unless they are in the addenda.

6. Submission of Responses. Prepare and submit an original (designate the original) and three (3) copies plus a compact disc (CD) of your Response, as follows:

- sign your Response on the Front Page and designate it as the original;
- include all documents listed on the Contents Page unless marked not applicable "N/A";
- obtain any missing applicable forms from TCEQ with sufficient time to use them in the Response;
- complete the applicable forms in this Solicitation;
- create any other applicable documents;
- insert all the completed applicable documents behind the specified tabbed sections;
- check at the end of these Instructions for more details about creating and completing specific applicable documents referred to on the Contents Page, for example see, "Additional Insurance" or "Bonds";
- secure all documents in a manner that readily permits copying, i.e. binder clips or three-ring notebook;
- place Response and duplicate copies in a sealed envelope or container addressed as shown on the Front Page;
- mark the envelope / container prominently with:
 - Responder name,
 - Solicitation name,
 - Solicitation Contract number;
 - Solicitation Due Date/Time; and
 - Deliver to TCEQ before the Due Date / Time by an appropriate method shown on the Front Page.

II. Additional Information

7. Changes to the Solicitation Terms and Conditions. Do not include exceptions or changes to any of the terms and conditions of the Solicitation unless and only to the extent that exceptions are expressly allowed. If not allowed, exceptions may result in total disqualification of the Response without notice. Even if allowed, exceptions which are not advantageous to the TCEQ may result in the deduction of points in the evaluation of the Response.

8. Response Evaluation and Selection. Depending on the applicable purchasing procedure, 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)
 - change the selection criteria in BAFO
 - select the highest scoring BAFO and accept without changes or negotiate better terms.
- The pricing and all terms and conditions of Responses are fixed for 120 days from receipt by TCEQ and BAFOs are fixed for 60 days. The TCEQ may award one or more Contracts for all or part of the Work. In the event that TCEQ elects to accept a Response without changes, Responder agrees that TCEQ may indicate its acceptance by issuing a purchase order/contract to Responder that references this Solicitation, and the resulting Contract shall be formed in accordance with the terms and conditions of this Solicitation. By submitting a Response, Responder represents that Responder has full power and authority to enter into an agreement based upon this Solicitation and any Response thereto, and that the person signing the Response on behalf of the Responder is fully authorized and empowered to enter into the Contract on behalf of Responder. Responder further acknowledges that it has read the Solicitation, understands it, and agrees to be bound by it.
9. Reservation of Rights. TCEQ reserves the right to accept or reject all or any part of any response, to waive any or all of these procedures for submitting responses, to waive any formalities and/or minor technicalities, and to award by item or groups of items, whichever best serves the interests of the TCEQ. TCEQ reserves the right to cancel this procurement and withdraw this Solicitation at any time before a Response is accepted by TCEQ. TCEQ shall be the sole judge of the best interests of the TCEQ. To determine the best value Response, in addition to price, TCEQ may consider other relevant criteria, including without limitation those set forth in the Texas Government Code, Title 10, Subtitle D, Sections 2155.074, 2156.007, and 2157.003.
10. Public Information. YOUR RESPONSE IS A PUBLIC RECORD. By submitting a Response, you are affirmatively waiving confidentiality of its contents and you give permission for:
- the public disclosure of your entire Response, including any information that might otherwise be confidential by law, even if it is marked confidential, and
 - the reproduction of your Response for TCEQ purposes or in response to public information requests.
11. Noncompliant Responses. Responses which do not comply with requirements in the Solicitation and state and federal law are subject to rejection. If TCEQ opts to hold discussions for the purpose of obtaining Best and Final Offers (BAFOs), TCEQ may include in the invitation to submit BAFOs. Any noncompliant Responses which TCEQ deems in its sole discretion are susceptible to being made acceptable, with the exception of Responses that do not include a compliant HUB Subcontracting Plan. The BAFO must be in compliance with all requirements.
12. Issues Affecting the Response and Prices.
- Quantity and nature of the Work. The quantities represent estimated annual quantities and are provided solely for determining competitive prices. The estimates are not promises to purchase a minimum amount of goods or services. Responders are required to inform themselves of all conditions which will 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.
 - Prices include all Contractor costs. Pricing reflects the full Scope of Work set forth herein and is inclusive of all Responder costs and charges in furnishing goods and services (e.g. delivery, labor, insurance, taxes, overhead, etc.). TCEQ will have no responsibility for any charges or fees hereunder that are not specifically set forth on the Price Form.
 - Price Form completion. Responder must provide pricing broken down per unit shown on the Price Form. Unit prices shall govern in the event of extension errors. Where applicable, Solicitations may require pricing by zone, Texas highway district, COG area, or other defined geographical area. A Responder may respond to any one or more geographical areas identified in the Solicitation, but a submitted Response must be for an entire area.
13. Statutes Restricting Awards. Several state and federal rules and statutes restrict state contract awards and payments under state contracts. State statutes and rules are available on the internet at <http://www.statutes.legis.state.tx.us> and www.sos.state.tx.us, respectively. Some of these restrictive statutes concern:
- Persons employed by TCEQ within the preceding 12 months. Section 2252.901, Texas Government Code;
 - Persons who are delinquent in child support obligations and entities in which delinquent child support obligors own a share of 25% or more. Section 231.006, Family Code;
 - Businesses debarred from receiving government Contracts as per Texas Government Code § 2155.077; 40 Code of Federal Regulations (CFR) §31.35.

14. Ties. In the case of a tie which cannot be resolved by application of one or more statutory preferences, a selection may be made by drawing lots.
15. Conflict of Interest. From the time of submittal of the Response through the date of any award of any Contract, Responder shall make continuing disclosure of apparent, potential, and actual conflicts of interest. TCEQ reserves the right to refuse to Contract with the Responder or terminate any subsequent Contract at any time on the grounds of conflict of interest which TCEQ determines in its sole discretion may materially impact Contractor's actual or apparent ability to perform services for TCEQ under this Contract.
16. 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 Manager, Procurements and Contracts, TCEQ. Such protests must be in writing and received in the Procurement and Contracts Section within ten (10) business days after the aggrieved person or entity knows, or reasonably should have known, of the occurrence of the action which is the basis of the protest. Copies of the TCEQ Protest Procedures will be furnished to any responder without charge upon written request to the Manager, Procurements and Contracts, TCEQ.
17. Requirements Effective Upon Selection. Unless already included with the Response, the Responder(s) selected for a Contract must submit certain documents described below. Within ten (10) business days after TCEQ has issued an award of a Contract pursuant to this Solicitation, the selected Responder(s) must sign and deliver to the TCEQ Coordinator identified on the first page of this Solicitation:
 - If applicable, three (3) executed originals of the Contract,
 - Certificate of Insurance demonstrating both the basic insurance coverage described in the Contract's General Conditions article, titled, Insurance, and if applicable, additional coverage described in the Additional Insurance Section; and
 - If applicable, Performance and Payment Surety Bonds or other Financial Security required in the Contract Financial Security Section. In no case shall a selected Responder commence work until the Contract is signed by both parties and the Certificate of Insurance and any required surety bonds have been delivered and approved.
18. Historically Underutilized Business ("HUB") Subcontracting Plan ("HUB Plan"). The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. TCEQ will make a good faith effort to utilize HUBs in contracts for construction, services (including professional and consulting services), and commodities purchases. TCEQ may achieve the annual procurement goals by contracting directly with HUBs or indirectly through subcontracting opportunities. A HUB Plan is required in your Response if any one of the following applies:
 - The Contents table, "Your Response Documents" or the Special Instructions show a HUB Plan is required; or
 - A HUB Plan Section is included in this Solicitation; or
 - Your Response is for \$100,000 or more.

If a HUB Plan is required, failure to complete and submit it in your Response will result in disqualification. Regardless of any statements in this Solicitation, if the total price/offer (Total of the Price Form) is for \$100,000 or more you are required to submit a HUB Plan with your Response. You are encouraged to seek assistance in completing the HUB Plan from the TCEQ HUB Coordinator, Laura Cagle, at (512) 239-1273 or at laura.cagle@tceq.texas.gov. TCEQ will respond whenever possible. TCEQ does not guarantee a response to all inquiries. The HUB Plan must demonstrate you made a good faith effort to include HUBs in subcontract work. If there are any changes to the information in the HUB Plan after it is submitted, you must inform the TCEQ in writing.

GENERAL TERMS AND CONDITIONS

Please read the following information carefully. These General Terms and Conditions govern any Contract issued as a result of this Solicitation. Any exceptions to these terms and conditions may be cause for a response to be disqualified. Additional terms and conditions are located in **Section II, Special Terms and Conditions**. Special Terms and Conditions supersede and take precedence over all other terms and conditions when they are in conflict.

1. DEFINITIONS

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

- 1.1 "Contract" means this Solicitation, the Response, and any additional documents attached hereto and executed by TCEQ and Responder. In the event of a conflict between the terms and conditions of this Solicitation and the terms and conditions of the Response, the terms and conditions of this Solicitation shall supersede and control for all purposes.
- 1.2 "Contract Period Amount" means the maximum payment obligation for which TCEQ may become liable hereunder; the "Contract Period Amount" may be set forth on the Contract signature page or the purchase order(s) issued by TCEQ hereunder.
- 1.3 "Fiscal Year" means the period of time from September 1 until the following August 31.
- 1.4 "Nonconformity" or "Defect" means a failure of a good, service, or the Work, to conform to the specifications, drawings, samples or other descriptions set forth in this Contract or otherwise furnished or adopted by TCEQ (including any product documentation provided by Contractor).
- 1.5 "Responder" means the person or entity submitting a response to this Solicitation; "Responder" may also be referred to as "you" or "Contractor".
- 1.6 "Response" means the document(s) filed by Responder in response to this Solicitation, including all addenda and Best and Final Offers; a Response is a firm offer.
- 1.7 "Solicitation" means the entire package of solicitation documents, including attachments and any addendums.
- 1.8 "Work" means the services and incorporated goods described in the Scope of Work. The term also includes the entire completed undertaking, or the various separately identifiable parts thereof, required to be furnished by Contractor under the Contract.

2. TERM OF CONTRACT

- 2.1 Contract Period. The Contract Period is set forth on the front page of the Solicitation, and begins to run on the later of : 1) the Effective Date shown on the Contract signature page, or 2) the latest date of the parties' signatures shown on the Contract signature page. In the event that there is no Contract signature page, the Contract Period shall begin on the effective date of the first purchase order issued by TCEQ hereunder. The Contract Period ends on the Expiration Date designated on the signature page or, if not stated, August 31 of the Fiscal Year in which the Work begins.
- 2.2 Renewals. Terms and conditions with respect to Contract renewal periods, if any, are set forth in Special Terms and Conditions ("Renewal Period"). TCEQ, at its own election, may extend the Contract for one hundred and eighty (180) days beyond any expiration of a Contract Period or Renewal Period.
- 2.3 Maximum TCEQ Obligation. In the event that TCEQ selects Responder, TCEQ agrees to pay Responder the prices set forth on the agreed Price Form that becomes incorporated into the Contract. The maximum TCEQ obligation during the Contract Period will not exceed the Contract Period Amount. The maximum TCEQ obligation for any one Fiscal Year shall not exceed a stated Fiscal Year Amount for the designated Fiscal Year. There is no guaranteed minimum expenditure by TCEQ. The Contract Period Amount and the Fiscal Year Amount for a designated Fiscal Year may be amended in accordance with the terms and conditions of this Contract.
- 2.4 Orders. Orders for goods that are dated during any Contract Period or Renewal Period must be honored even if received after the Contract expiration. Pricing shall be established by the date the order is placed.
- 2.5 Service Adjustment / Contingency Requirement ("SACR"). Because of the nature of the services, TCEQ may need to make allowances for unforeseen circumstances or contingency requirements. TCEQ may in its sole discretion increase a maximum TCEQ obligation. TCEQ may increase a maximum TCEQ obligation by an amount not to exceed 100% of the original stated amount for any Fiscal Year in order to pay the Contractor to perform any service needed.

3. ACCEPTANCE OF THE WORK

TCEQ shall have the right to test and inspect goods and services purchased hereunder to ensure conformance with the Contract specifications. No payment obligation shall accrue against TCEQ prior to TCEQ's acceptance of the goods and services, which acceptance shall not be unreasonably withheld. Contractor must obtain TCEQ's acceptance of the Work in writing on a TCEQ acceptance form. The acceptance must describe the Work or the relevant portion of the Work, and must be signed by the TCEQ Project Manager and any other TCEQ officials designated on the acceptance form. No other act or omission constitutes acceptance of the Work. With the written consent of the TCEQ, prior to completion of the Work, the Contractor may submit for acceptance a portion of the Work designated by TCEQ. If the Work is accepted in portions, the Contractor shall submit the entire, completed Work as an integrated whole for final acceptance, and the final, written

acceptance establishes the acceptance date for the complete Work. In no event shall Work be deemed "accepted" except in accordance with the express terms and conditions of the Contract. In no event shall payment by TCEQ be deemed an "acceptance" of the Work.

4. CONTRACTOR'S PERFORMANCE REQUIREMENTS

- 4.1 Compliance with Law. In addition to other statutory and regulatory references specifically identified in this Contract, Contractor shall comply with all applicable laws relating to purchasing in the State of Texas in addition to all applicable laws, statutes, and other governmental provisions, regulations or standards, federal, state, and local, any of which may be modified during the term of the Contract. Contractor shall have sole responsibility for obtaining all licenses and permits necessary for the performance of the Work.
- 4.2 Observance of TCEQ Policies, Rules and Regulations. Contractor and Contractor's employees, agents and subcontractors shall at all times observe and comply with all TCEQ policies, rules and regulations in the course of performance under the Contract.
- 4.3 Claims. Contractor shall give written notice to TCEQ of any claim, demand, suit, or other action (a "Claim") asserted against Contractor which either arises under the Contract, or which could have an adverse material effect on Contractor's ability to perform there under. Contractor shall give written notice directly to the Manager, Procurements and Contracts, TCEQ within three (3) working days of Contractor's receipt of notice of the Claim. Such notice shall state the date of notification of the Claim, the names and addresses of the claimant(s), the basis of the Claim, and the name of each person or entity against whom the Claim is asserted.
- 4.4 Notice of Conflict of Interest. Contractor shall notify TCEQ in writing of any actual, apparent, or potential conflict of interest regarding Contractor or any related entity or individual performing or having access to information regarding any portion of the Work. Any entity with an organizational conflict of interest and any individual with a personal conflict of interest shall not take part in any way in the performance of, nor have access to any information regarding, any portion of the Work that creates the conflict of interest. TCEQ reserves the right to determine in its sole discretion whether a conflict exists and may at any time cancel all or part of the Contract on the grounds of actual, potential or apparent conflict of interest.
- 4.5 License Fees and Royalties. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work (and subsequent use of the Work by TCEQ) of any invention, design, process, product or device which is the subject of patent rights, copyrights, or other intellectual property rights held by others.

5. PAYMENT AND INVOICES

- 5.1 Invoice. Unless otherwise authorized in writing by TCEQ, Contractor shall invoice monthly for the Work that TCEQ has accepted in accordance with Contract requirements. Where TCEQ has accepted the Work in portions prior to completion of the entire body of Work, Contractor must obtain TCEQ's written consent prior to submitting an invoice. Contractor's invoice must conform to TCEQ's invoicing requirements. Invoices must show the following on the face of the invoice: Invoice number, Invoice date, TCEQ order number, Work Order Number (if any), Vendor Identification Number, Item Description (Quantity (e.g. Hours), Unit Price, Extended Price), and Period of Service. If applicable, Contractor must also include with each invoice a completed Progress Assessment Report (PAR) form, available from TCEQ, describing Contractor's subcontracting activity for the invoiced period. Failure to submit invoices in accordance with the foregoing may delay payment. Vendor shall submit an original and one copy of an itemized invoice to the attention of the Contract Manager or Project Representative noted in the contract at the following address: TCEQ, P.O. Box 13087, Austin, Texas 78711-3087.
- 5.2 Intergovernmental Payments. If Contractor is a Texas state agency or Texas state university, invoices must also include the RTI number for ITV payments. If the payment is to be deposited to a local account via warrant or direct deposit, the invoice must state this fact on the face of the invoice and include the agency number and the agency general ledger fund account (D23 fund account) into which the funds are to be deposited.
- 5.3 Conditional Payment. At its sole option, TCEQ may authorize partial payment(s) against the total contract amount in advance of TCEQ's acceptance of the Work ("Progress Payments"). If Progress Payments are authorized, Contractor may retain the payment only if the Work is completed and accepted by TCEQ in accordance with the Contract. A Progress Payment does not constitute acceptance or a waiver of the requirement for acceptance. Contractor agrees to return any Progress Payments within ninety (90) days after TCEQ's written notice of rejection of the Work. In addition to other remedies in this Contract and under law, TCEQ may setoff the amount of any Progress Payment for Work subsequently rejected against other payments due.
- 5.4 Terms; Disputed Invoice. The TCEQ will incur no penalty for late payment if payment is made within thirty (30) or fewer days from receipt of goods or services or an uncontested invoice, whichever is later. TCEQ's action in making a setoff against a payment constitutes a dispute under the Prompt Payment Act and tolls the accrual of interest on the payment

until a court judgment is issued requiring payment. The TCEQ is tax exempt in accordance with Texas Tax Code, subsection 151.309.

- 5.5 Reimbursement for Authorized Costs. TCEQ will reimburse Contractor only for those reasonable, documented, and actual costs paid by Contractor in the proper performance of the Work that have been specifically quoted by Contractor in the Price Form incorporated into the Contract, unless the Price Form expressly exempts the specific cost from this requirement. Authorized travel reimbursement, including per diem, will be paid in the amount of actual costs, up to the maximum allowed by law for state employees at the time the cost is incurred. Travel from contractor's home to place of business will not be reimbursed. Reimbursement for other items will not exceed actual costs and in no case will they exceed the market price in the local area where the Work is performed. Whenever a cost is to be determined pursuant to reimbursement requirements, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to TCEQ an itemized price breakdown together with supporting documentation.
- 5.6 Retainage. TCEQ may withhold 5% or less of each payment as retainage. Release of retainage may be requested in the final invoice.
- 5.7 Final Payment. After all Work has been accepted by TCEQ and all other Contractor obligations have been met, Contractor may submit the invoice for final payment, including any retainage. The final invoice shall be accompanied (except as previously delivered) by a complete and legally effective release of TCEQ from all known and unknown claims relating to the Contract. The release must be on a form obtained from TCEQ.
- 5.8 Waiver of Claims by Contractor. Contractor's acceptance of final payment constitutes a waiver of all claims against TCEQ related to the Contract, known or unknown, other than those previously and specifically excepted in writing from release.
- 5.9 Assignment of Claims. Contractor may assign its right to be paid amounts due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing entity including any Federal lending agency. Any assignment shall cover all unpaid amounts payable under this Contract. An assignment hereunder does not relieve Contractor of any contractual obligation. All assignments must be approved in writing by the Manager, Procurement and Contracts, TCEQ. 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.
- 5.10 TCEQ May Refuse to Make Payment. Without prejudice to any other right or remedy available to TCEQ under this Contract or applicable law, TCEQ may refuse to approve for payment any amount invoiced by Contractor or, because of subsequently discovered evidence or the results of subsequent inspections or tests, TCEQ may nullify any prior approval for payment, if in TCEQ's reasonable judgment: i) the Work does not conform to the Contract; ii) Contractor owes a debt to the State of Texas; or iii) there are other items, whether or not adjudicated, entitling TCEQ to a set-off against the amount invoiced. If TCEQ refuses to approve the full amount invoiced pursuant to this paragraph, TCEQ must give Contractor written notice stating the reason for such action. This notice may be sent from TCEQ's payment processing section, and may be sent to Contractor's regular billing or Accounts Receivable address, and need not be delivered in conformity with the notice requirements of this Contract.
- 5.11 Claims for Overcharges. Contractor hereby assigns to TCEQ any and all claims for overcharges associated with this Contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

6. CONTRACTOR OVERSIGHT AND EVALUATION

- 6.1 Generally. TCEQ will monitor Contractor for programmatic and financial compliance. TCEQ shall designate a Contract Manager to monitor the provisions of this Contract. The TCEQ Contract Manager may routinely make scheduled or unscheduled visits to the location where the Work is being performed to observe performance. At the discretion of TCEQ, TCEQ may assign any responsibilities related to Contract monitoring to other TCEQ employees. Contractor agrees that in performing these acts, TCEQ is not supervising, directing, controlling or having authority over or responsibility for Contractor's performance or any failure of Contractor to comply with laws and regulations.
- 6.2 Contractor Performance Evaluations. TCEQ may perform evaluations of Contractor's performance, the results of which may be a factor 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 upon request, to others. Contractor consents to the disclosure of any information or opinion contained in TCEQ's evaluations. The evaluations may be posted in a TCEQ database and in the CPA TPASS Vendor Performance database.

7. CONTRACTOR'S BOOKS AND RECORDS

7.1 Generally. During the Contract and for three (3) years thereafter, Contractor shall maintain books, records, documents, and other evidence reasonably pertinent to Contractor's performance under the Contract. 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. If requested by TCEQ, Contractor shall submit weekly time sheets for each person providing services on behalf of Contractor (or Contractor's Subcontractors) under the Contract. The time sheets must at a minimum describe the general task(s) and number of hours applied to each task and shall be submitted to the TCEQ Contract Manager on a weekly basis by noon Central Time on Monday of the following week.

8. COMMUNICATIONS, NOTICES

8.1 Contract Manager; Project Manager. Each party shall maintain a Contract Manager designated in writing at all times. All notices and communications required or allowed under this Contract will be delivered to a party's designated Contract Manager. Contractor shall also send a copy of any notice or communication to TCEQ, Attn: Manager, Procurements and Contracts, MC-182, P.O. 13087, Austin, Texas 78711-3087. TCEQ may also designate a Project Manager as a point of contact for technical matters. Contractor shall designate a Project Manager as set forth under "Superintendence by Contractor." The Contract Manager may also serve as the Project Manager.

8.2 Notices. Unless otherwise specified in writing, all notices, requests, or other communications required or appropriate to under this Contract shall be in writing and shall be deemed delivered three (3) working days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, E-Mail, or other commercially accepted means. Notices to responder shall be sent to the address specified in the solicitation response, or at such other address as a party may notify the other in writing. Notices to TCEQ shall be addressed to the Manager, Procurement and Contracts, TCEQ.

8.3 Bankruptcy. If Contractor becomes the subject of a voluntary or involuntary bankruptcy proceeding, Contractor shall immediately notify TCEQ in writing and send a copy of such notification directly to TCEQ Bankruptcy Program MC-132, P.O. Box 13087, Austin, Texas 78711-3087. The Contractor's notice to the Bankruptcy Program must include the appropriate contract number(s).

9. SHIPMENT AND DELIVERY OF GOODS

9.1 Shipping Terms. All shipments shall be made FOB destination, full freight allowed and not invoiced. Title and risk of loss transfers to TCEQ upon actual receipt by TCEQ. 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 delivery outside of these hours has been granted by TCEQ. Each shipment must be accompanied by a packing slip. Packing slips should reflect the TCEQ purchase order or contract number, item description and brand name, package quantity, and lot number, if applicable.

9.2 Blanket Orders. Where blanket orders or umbrella contracts have been issued, TCEQ may in its sole discretion require Contractor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the Contract. Outstanding orders are not automatically amended by an approved substitution, but must be approved in writing on an order-by-order basis. A blanket order is not a guarantee of actual purchase of any number or amount by TCEQ.

9.3 Delivery Schedule. Contractor shall make best efforts to meet scheduled delivery dates for shipments. In the event that delay is foreseen, Contractor shall notify TCEQ and keep TCEQ advised of the status of delivery.

9.4 Material Safety Data Sheet. Contractor must provide, at no cost, at least one copy of any applicable manufacturer's Material Safety Data Sheet (MSDS) with each shipment. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.

10. SUPERINTENDENCE BY THE CONTRACTOR

10.1 Contractor's Responsibility for Subcontractors. All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor (collectively, "Subcontractors") shall be considered to be the acts and omissions of Contractor. Contractor shall be fully responsible for all such acts and omissions as if they were acts and omissions of Contractor. Nothing in the Contract shall create a contractual relationship between TCEQ and any Subcontractor except in regard to any product warranties for goods supplied by a third party manufacturer and delivered to TCEQ hereunder. Nothing in the Contract creates any obligation on the part of TCEQ relating to any monies due any Subcontractor except as may otherwise be required by law. Contractor is solely responsible for scheduling and coordinating the work of Subcontractors, and for all communications to Subcontractors.

- 10.2 Supervision of the Work. All Work is furnished and performed at Contractor's sole risk as to the means, methods, design, processes, procedures and conduct of the Work. Contractor is solely responsible for understanding the means, methods, design, processes, procedures and conduct of the Work, including control of associated hazards, to assure the safety of its performance and that of Subcontractors, and for the protection of all persons, property, premises of facilities involved in the performance, regardless of the owner of the property or premises.
- 10.3 Project Manager. Contractor shall designate and maintain a competent Project Manager, who shall not be replaced without written notice to TCEQ except under extraordinary circumstances. The Project Manager will be Contractor's representative and shall have authority to act on behalf of Contractor. All communications to or from the Project Manager shall be as binding as if given directly to or by Contractor. Contractor shall also maintain a superintendent capable of overseeing performance of the Work at any location where Work is performed.

11. SUBCONTRACTORS AND EMPLOYEES

- 11.1 Key Personnel and Subcontractors. The qualifications of the personnel and subcontractors named in the Response are considered to be essential to performance of the Work. Contractor shall provide TCEQ timely information on proposed substitutions of such key personnel. Proposed substitutions shall have comparable qualifications to those of the personnel or subcontractors being replaced. Contractor shall not use any subcontractor, employee, supplier or other person or organization whether initially or as a substitute, against whom TCEQ has a reasonable objection.
- 11.2 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 employees 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 Documents. Contractor will, upon request of the TCEQ, obtain and provide background checks on personnel assigned to a TCEQ campus.
- 11.3 Employment Practices. Contractor will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Contractor will not exclude from, nor deny the benefit of, any program or activity funded hereunder (in whole or in part) to any person on the basis of race, creed, color, disability, national origin, sex, political affiliation or beliefs. Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq, as amended. Contractor shall comply with all applicable regulations of the United States Occupational Safety and Health Administration (OSHA). Violation of any of these employment practices obligations is a material breach of this Contract.

12. WARRANTIES AND CERTIFICATIONS

- 12.1 In addition to all warranties established or implied by law, Contractor hereby warrants that:
- i) all goods and services provided hereunder shall conform to the specifications, drawings, samples or other descriptions set forth in this Contract or otherwise furnished or adopted by TCEQ (including any product documentation provided by Contractor), and shall be merchantable, fit for the purpose intended, of best quality and workmanship, and free from all Defects in media, material, workmanship, and quality. TCEQ shall have the right of inspection and approval, and may, at Contractor's expense, reject and return nonconforming goods or require re-performance of services which are not in conformance with the requirements of the Contract. Defects shall not be deemed waived by TCEQ's failure to notify Contractor upon receipt of goods or completion of services or by payment of invoice.
 - ii) all goods and services provided hereunder shall conform to standards established for such goods in accordance with any applicable federal, state, or local laws and regulations, including without limitation the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the effective date of this Contract.
 - iii) all services will be performed in a professional and workmanlike manner, consistent with relevant accepted standards and practices.

The warranties set forth above are effective upon delivery to TCEQ and for twenty-four (24) months following TCEQ's acceptance (or final acceptance, as applicable) of the Work. Contractor shall, at its expense, repair or replace any good(s) and re-perform any services which are found to be or become defective. If, after notice, Contractor fails to promptly correct the defect, TCEQ may correct the defect without further notice and Contractor shall reimburse the TCEQ for all costs, or if TCEQ does not choose to correct the defect, Contractor shall promptly refund to TCEQ the full purchase price paid for the Work.

- 12.2 Capacity to Perform. Contractor has the corporate authority, capability, experience and means to enter into this Contract and to provide the goods and services and perform the Work contemplated hereunder. Contractor has sufficient ownership rights in the Work to perform its obligations under the Contract.

13. INTELLECTUAL PROPERTY

- 13.1 Third Party Intellectual Property. Contractor shall not incorporate any third party intellectual property into the Work without TCEQ's prior written approval. Contractor shall bear sole responsibility for obtaining all necessary licenses and paying all applicable license and/or royalty fees and all costs incident to Contractor's use or possession in the performance of the Work or the incorporation into the Work of any third party intellectual property. In the event that Contractor incorporates any third party intellectual property into the Work, Contractor shall obtain and deliver to TCEQ at no additional cost: i) documentation sufficient to describe the ordinary use of the intellectual property, and ii) a nonexclusive, perpetual, irrevocable, fully paid-up worldwide license to use, reproduce, publish, modify, create derivative works, distribute, make, have made, sell, have sold, and publicly perform and display such third party Intellectual Property and associated user documentation, and to authorize others to do the same solely for TCEQ purposes. 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.
- 13.2 Work Made for Hire. Unless expressly exempted from this section by written attachment to this Contract, all work performed pursuant to the Contract, developed or prepared for the TCEQ ("Work Product"), is the exclusive property of the TCEQ. All right, title and interest in such Work Product shall vest in the TCEQ upon creation and shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such Work Product may not, by operation of law, vest in TCEQ, or such Work Product may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocable assigned to TCEQ. TCEQ shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall execute any instruments as requested by TCEQ to effectuate the foregoing rights and protections. Contractor shall enter appropriate written agreements with its employees and subcontractors sufficient to effectuate this section.
- 13.3 License Grant. Contractor, on behalf of itself and its affiliated parties, hereby grants to TCEQ a nonexclusive, perpetual, irrevocable, fully paid-up and worldwide license to use, reproduce, publish, modify, create derivative works, make, have made, sell, have sold, rent, lease, distribute, publicly perform and display, and license others to do the same, solely for TCEQ purposes, with respect to any Work Product that for any reason is not deemed a work made for hire or otherwise owned by TCEQ hereunder.
- 13.4 TCEQ Software and Network Standards. Without the express, prior written authorization of TCEQ, Contractor shall not: i) install any software on any TCEQ equipment or device; ii) copy, remove or redistribute any software from any TCEQ equipment or device; or iii) connect a device to any TCEQ network or device. Any electronic or machine-readable files to be delivered as part of the Work, including without limitation software code, reports, specifications, documentation, spreadsheets, databases, graphics, and data files, must be delivered in the format native to an application that is identified as an Approved Application by the TCEQ Information Technology Work Group.

14. INDEMNIFICATION

- 14.1 Intellectual Property Claims. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel approved by TCEQ, and hold harmless TCEQ, and its officers, directors, employees and agents ("Indemnitees"), from and against all fines, penalties, claims, damages, losses, demands, judgments, settlements, punitive damages, costs of suit, attorneys' fees and delays to other contractors (a "Demand"), whether arising in tort or otherwise, and whether the parties are individually or jointly responsible from any damages, that arise from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of Contractor's performance hereunder or the use by Contractor or by Indemnitees at the direction of Contractor of any information, article, or material, whether tangible or intangible, provided that upon becoming aware of a Demand or threat of Demand under this section, TCEQ shall promptly notify Contractor and Contractor shall be given full opportunity to negotiate a settlement. In the event of a Demand or threat of Demand, Contractor shall make best efforts to obtain permission for TCEQ to continue use of the allegedly infringing information, article or material; if Contractor is unable to secure such permission, Contractor shall, at Contractor's election, either i) provide a non-infringing substitute or work-around that is substantially similar in feature and functionality to the allegedly infringing information, article or material, or ii) refund to TCEQ all amounts paid for the Work subject to amortization for a five-year product life. In all events, TCEQ shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing.
- 14.2 Generally. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless TCEQ and its representatives from and against all losses, liabilities, damages, and other claims of any type arising from the performance of the Work by the Contractor or its subcontractors, suppliers and agents, including those arising from a defect in design, workmanship, materials, or from a breach of applicable laws, regulations, safety standards or directives regardless of whether such acts or omissions are negligently or recklessly performed. The defense of the TCEQ shall be subject to the authority of the Office of the Attorney General of Texas to represent the TCEQ. This covenant survives the termination of the Contract.

15. HISTORICALLY UNDERUTILIZED BUSINESSES

TCEQ is required to make good faith efforts to assist Historically Underutilized Businesses (“HUBs”) in receiving contract awards. The goal of the program is to promote fair and competitive business opportunities for all businesses contracting with TCEQ. For contracts in the amount of \$100,000 or more, Contractor shall completely implement the HUB Subcontracting Plan (HSP) submitted with Contractor's Response. Contractor will promptly notify TCEQ in writing of any significant changes to the facts represented in the HSP, and of any resulting modifications in the HUB HSP. Failure to implement the HSP or demonstrate good faith effort in the modified HSP is cause for termination of this Contract. For any subcontractors for which HUB and federal forms were not submitted in the Response, Contractor must submit completed forms.

16. NON-DISCLOSURE

This Contract and all data and other information developed hereunder are subject to the Texas Public Information Act. Contractor shall treat, and shall require Contractor's employees and subcontractors to treat, all information provided by TCEQ hereunder that is marked or otherwise identified as “confidential” or “proprietary” (“Confidential Information”) with the same degree of care, but in no case less than reasonable care, to protect such information from unauthorized disclosure as Contractor applies to Contractor's own Confidential Information. Contractor is permitted to use, copy and disclose Confidential Information to Contractor's employees and subcontractors only to the extent necessary to fulfill Contractor's obligations hereunder and only in compliance with this section.

17. OTHER LIABILITIES

The individuals signing on behalf of TCEQ and Contractor shall not be personally liable for the performance of any of the terms of this Contract, provided however, that they warrant their authority to sign on behalf of their respective entities. No member, individually or collectively, of TCEQ and no officer or director of Contractor incurs or assumes any individual or personal liability by the execution of this Contract or by reason of default in the performance of any of the terms hereof. All such liability of the employees of the State and officers and directors of Contractor, as such, is released as a condition of and in consideration of the execution of this Contract.

18. TIME DELAYS, SUSPENSION

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

18.2 Suspension. TCEQ may suspend all or part of the Work at any time, for any reason. TCEQ is not obligated to suspend or cancel the Work for the benefit of Contractor or any surety or other party. Contractor shall resume performance within ten (10) days of receipt from TCEQ of a notice to resume, if any. Where Contractor's performance is delayed by acts of TCEQ, Contractor's sole exclusive remedy is an extension of the Contact time limits and/or milestones and, if agreed to in writing by TCEQ prior to expiration of the Contract, an extension of the Contract Term beyond the Expiration Date to a maximum of one hundred eighty (180) days. TCEQ shall not be required to pay any standby hourly rates during a suspension of Work, if TCEQ suspends performance of the Work because the Work is defective, or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to provide required insurance coverage, or fails to furnish or perform the Work in such a way that the completed Work will conform to this Contract.

18.3 Force Majeure. If either party is delayed in carrying out its obligations due to acts of God, labor stoppages, or other similar irresistible forces, the party shall give notice and full particulars of such delay supported by sufficient evidence, in writing, to the other party within a reasonable time after occurrence of the delay. The time of performance by the party shall be extended for such a period of time as is reasonably necessary to remedy the effects thereof. Force majeure does not include ordinary delays that are common to the industry or location.

19. TERMINATION; REMEDIES

19.1 Cancellation for Cause. In the event that Contractor fails to perform a material obligation or becomes insolvent or the subject of a voluntary or involuntary bankruptcy proceeding, TCEQ may cancel the Contract for cause, by written notice effective in ten (10) days, unless otherwise specified, after the date of such notice, unless Contractor cures such breach or provides evidence sufficient to prove to TCEQ's satisfaction that such breach does not exist within the ten (10) day cure period. A “material” obligation includes without limitation delivery of conforming Work, providing evidence of required insurance coverage, and compliance to HUB requirements. Cancellation for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law. In the event of breach of a material obligation by Contractor, TCEQ shall be entitled to recover all actual damages, costs, losses and expenses, incurred by TCEQ as a result of the default, including without limitation, reasonable attorney's fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate.

19.2 Cancellation for Convenience. TCEQ may cancel this Contract without cause by giving ten (10) days prior written notice of such cancellation to Contractor. In no event shall such cancellation give rise to any penalty or liability on the part of TCEQ including without limitation anticipated profits, unabsorbed overhead, or interest on borrowing. Upon receipt of such notice, Contractor shall promptly cease all Work, with such exceptions, if any, specified in the notice of cancellation.

TCEQ's sole obligation hereunder, and Contractor's exclusive remedy, is payment for goods and services ordered and accepted by TCEQ hereunder. Contractor may request payment for: completed and accepted Work and timely, reasonable expenses directly attributable to cancellation.

19.3 Right of Setoff. In addition to other remedies available under this Contract or in law or equity, TCEQ may retain funds due to the Contractor as setoff against: the amount of overpayments by TCEQ or amounts obtained by the Contractor due to violations of antitrust laws.

19.4 Schedule of Remedies available to the TCEQ. In accordance with Chapter 2262, Texas Government Code, the following Schedule of Remedies applies to the Contract. In the event of Contractor's nonconforming performance, TCEQ may:

- Issue notice of nonconforming performance;
- Reject nonconforming performance and request corrections without charge to the TCEQ;
- Reject a payment request and/or suspend further payments pending acceptable revision of the nonconformity;
- Suspend all or part of the Work and/or payments pending accepted revision of the nonconformity;
- Demand restitution and recover payments where performance is subsequently determined nonconforming;
- Cancel the Contract without further obligation for payment by the TCEQ and recover previous payments;
- After complying with prerequisites, file a cause of action for specific performance, revision, damages and other relief as appropriate; or
- Cancel the Contract as above, re-award the Contract, and assess damages to the extent permitted by applicable law.

19.5 Cumulative Remedies. The rights and remedies provided to the TCEQ in this Contract, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

19.6 Assurance. Whenever TCEQ in good faith has reason to question Contractor's intent or capacity to perform hereunder, TCEQ may demand, and Contractor shall provide, written assurance of Contractor's intent and/or capacity to perform. In the event that no assurance is given within the time specified after the demand is made, TCEQ may treat this failure as an anticipatory repudiation of the Contract.

20. DISPUTES; CLAIMS

20.1 Continuing the Work. Except as expressly permitted by law, Contractor shall carry on the Work and adhere to any work plan schedule hereunder during all disputes or disagreements with TCEQ unless ordered to stop the Work. No Work shall be delayed or postponed pending resolution of any disputes or disagreements.

20.2 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 the TCEQ found in 30 Texas Administrative Code Chapter 11, Subchapter D, describe the requirements for filing a notice and claim, conducting negotiations, and requesting a hearing.

21. MISCELLANEOUS PROVISIONS

21.1 Severability of Provisions. If any provision of the Contract is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

21.2 Contract Changes. Changes to the Contract may only be made by an agreed, signed, written amendment, or by a Purchase Order Change Notice issued and signed by TCEQ. Amendments must be signed by the Contractor and TCEQ to be effective.

21.3 Publicity. Responders are prohibited from using contract award information, sales values/volumes and/or state of Texas customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from the Manager, Procurement and Contracts, TCEQ.

21.4 Sovereign Immunity. The parties agree that this Contract does not waive TCEQ's sovereign immunity or official immunity to which TCEQ's officers, employees, or agents are entitled under law relating to suit, liability, and the payment of damages.

21.5 Relationship of the Parties. Any contract resulting from this Solicitation shall not be construed as creating an employer/employee relationship, agency relationship, partnership, or joint venture. Contractor is an independent contractor in performing the Work and shall not act as an agent or employee of TCEQ. Contractor shall be responsible for all acts and omissions of its employees and Subcontractors and for their compensation, coverage, claims and taxes.

- 21.6 Independent Contractor. Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.
- 21.7 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.
- 21.8 Funding Out. This Contract is subject to cancellation, without penalty, in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available to TCEQ.
- 21.9 Prohibition on Excess Obligations. Contractor acknowledges that the General Appropriations Bill, Article IX, Section 26 prohibits TCEQ from incurring an obligation in excess of the amounts appropriated to it by the Texas Legislature. TCEQ shall have no liability to Contractor for failure to pay any invoice due to a lack of appropriated funds.
- 21.10 Third Party Beneficiaries. TCEQ does not assume any duty to exercise any of its rights and powers hereunder for the benefit of third parties.
- 21.11 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.
- 21.12 Computation of Times. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or on a state or federal holiday, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight constitutes a day. A period referred to as a "month" is the period ending on the same numerical day in the subsequent calendar month as the day on which the period began, e.g., from the 9th to the 9th, provided that if the numerical day for calculation of a period of months is greater than the number of actual days in the concluding month, the period will end on the last day of that month. A period referred to as a "week" is a period of seven (7) days.
- 21.13 Governing Law. This contract shall be governed by, and construed and interpreted under the laws of the State of Texas, as well as federal law.
- 21.14 Public Information. The Texas Public Information Act, Texas Government Code, Chapter 552, applies to all data and information delivered to TCEQ in the course of performance of this Work. TCEQ assumes no obligation to make legal arguments in support of any claims pertaining to confidentiality, patents, trade secrets, or copyrights.
- 21.15 Waiver. With the exception of an express, written document signed with authority 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 construed as a waiver on any other occasion. The making of a payment, including final payment, does not constitute acceptance of the invoiced Work nor does it constitute a waiver of the TCEQ's claims against the Contractor or its sureties.
- 21.16 Assignment. No delegation, transfer, or assignment of the duties, obligations or rights under or interests in the Contract, whether by merger, operation of law, or change in ownership of all or substantially all of Contractor's assets, will be binding on TCEQ without TCEQ's written consent. Any such assignment, delegation, or transfer made without the written consent of TCEQ is void. No transfer or assignment will release or discharge the Contractor from any duty or responsibility hereunder.
- 21.17 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given hereunder, as well as all continuing obligations indicated hereunder, will survive for twenty-four (24) months beyond the termination or cancellation of the Contract.

SPECIAL TERMS AND CONDITIONS

The following terms and conditions supplement and are additive to the General Terms and Conditions. In the event of any conflict with the General Terms and Conditions, these Special Terms and Conditions supercede the General Terms and Conditions.

Issues Affecting the Response and Prices

- Quantity and nature of the Work. The quantities represent estimated annual quantities and are provided solely for determining competitive prices. The estimates are not promises to purchase a minimum amount of goods or services. Responders are required to inform themselves of all conditions which will 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.
- Prices include all Contractor costs. Pricing reflects the full Scope of Work set forth herein and is inclusive of all Responder costs and charges in furnishing goods and services (e.g. delivery, labor, insurance, taxes, overhead, etc.). TCEQ will have no responsibility for any charges or fees hereunder that are not specifically set forth on the Price Form.

Liability for Taxes

Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. The Texas Commission on Environmental Quality shall not be liable for any taxes resulting from this Contract.

Evidence of Insurance Coverage/Renewal of Coverage

The evidence shall be submitted as follows: The declaration pages for each policy required in the Contract Documents, and a Certificate of Insurance for each such policy using a Certificate of Insurance form approved by the Texas Department of Insurance.

POD/FULFILLMENT SCOPE OF WORK

EXPECTATIONS REGARDING A SUCCESSFUL VENDOR PROPOSAL

The TCEQ expects a concise Vendor proposal, to include the following, which are explained in more detail later in this RFP:

- a list of services to be provided along with pricing structure
- a contingency plan
- a statement of qualifications (not to exceed three pages)
- a list of references

GENERAL BACKGROUND

The TCEQ maintains an average of 350 document titles annually. Documents types may include preprinted publications, print-on-demand publications, posters, stickers, decals, forms, DVD's and CD's. Approximately two-thirds of the document titles are print-on-demand.

The TCEQ maintains a separate document numbering system for documents and forms. All documents and forms have these numbers printed on them along with a "new" or "revised date". *Examples:* RG-123 (rev. 06/12), TCEQ-00123 (06/12). For a list of document titles and their designations, see Attachments A, B and C.

Below are the ordering statistics for the period September 1, 2010 thru August 31, 2011 (FY 11) and September 1, 2011 thru August 31, 2012 (FY 12). With the beginning of school and Texas Recycles Day, the months of August thru November are peak periods. Orders range from single pieces to bulk shipments of multiple titles.

FY 11	FY 12
Orders fulfilled: 1765	Orders fulfilled: 1239
Pre-printed pieces shipped: 776,800	Pre-printed pieces shipped: 1,173,346
Print-on-demand pieces shipped: 14,885	Print-on-demand pieces shipped: 10,857
Avg. number of pallets stored monthly: 79	Avg. number of pallets stored monthly: 68

The TCEQ stock takes up an average of 1,400 square feet in pallets of boxes per month.

START-UP

Vendor shall include all costs associated with start-up of this contract. Pricing shall include integrating TCEQ titles into the vendor's electronic data system, testing the interface with TCEQ personnel, producing test reports to meet TCEQ reporting requirements. Pricing must include all transportation costs associated with moving TCEQ palletized inventory to the vendor's facility.

The vendor must begin work immediately after the start of contract period, which should be approximately March 1, 2013. The vendor must provide a written implementation schedule as part of the response.

CONTRACT MANAGEMENT

The TCEQ will designate a contract manager or liaison between the TCEQ and the vendor. The vendor agrees to comply with all reasonable requests and printing directives of the contract manager or designee, including requests for information relating to the work that is the subject of this contract. The TCEQ will notify the vendor in writing if the TCEQ wishes to officially designate a different contract manager or designee.

WAREHOUSING

The TCEQ requires a vendor that has a fully enclosed building to house its pre-printed stock. The vendor's warehouse must meet all applicable state of Texas and city building codes. Warehouse facilities must contain adequate space and equipment for loading and unloading material palletized for delivery and storage. Facilities must have loading docks suitable for trucks with lift gate and pallet jacks. The TCEQ requires climate controlled facilities.

The vendor must be able to accept delivery of materials between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding federal and state of Texas holidays, unless otherwise specified.

On occasion, the TCEQ receives urgent requests for warehoused materials. In such cases, agency staff must be able to pick up materials from the vendor within 2 hours (see "Priority Orders"). The TCEQ requires the vendor be within a 25-mile radius from Austin, Texas, 78753.

INVENTORY

For ease of ordering and for quick TCEQ access to inventory levels, the vendor must maintain an electronic inventory system, with inventory levels updated as orders are filled. (See "Reports.")

Incoming Materials

The TCEQ may add inventoried items on a daily basis. The vendor must notify the TCEQ within 24 hours of receiving a shipment. E-mail notification to the TCEQ must include the date received, document number, document title, quantity per box, total quantity received and if necessary, report of any damaged materials.

The TCEQ will verify the delivery and quantity and send a "release to distribute" notice within 24 hours. This notice allows the vendor to begin distributing the document. The release to distribute notice will include the following information and/or attachment (*):

Document type:	Preprinted / Print-on-Demand
Document status:	New / Reprint / Revised
Inventory level alert:	Preset amount
Recycle stock:	Yes / No
Document URL:	xxxxxx@tceq.texas.gov
*Thumbnail image:	.jpg file

New/Reprinted Documents

The vendor has 24 hours from receipt of the release to distribute notice to verify the document title, date, quantity and add the information to their inventory system.

Revised Documents

The vendor has 24 hours from receipt of the release to distribute notice to verify the document title, date, quantity and update the information in the inventory system. The vendor has 48 hours from receipt to recycle outdated version and notify the TCEQ that the documents are recycled.

Exceptions

1. The TCEQ occasionally will request all "revised" copies of a title be returned to the TCEQ.
2. The TCEQ occasionally retains multiple editions of the same title. The TCEQ will notify the vendor of each instance.

Out-of-Print Documents

The vendor has 24 hours from receipt of the release to distribute notice to verify the document and delete it from the vendor's inventory list. The vendor has 48 hours from receipt to recycle out-of-print documents and notify the TCEQ that the documents are recycled.

Exceptions

1. The TCEQ occasionally will requests that all "out of print" copies of a title be returned to TCEQ.

Inventory level alerts

The TCEQ will provide the vendor with an "inventory level alert" for each document. When a document quantity reaches that level, the vendor must notify TCEQ staff. The TCEQ will take appropriate steps to either replenish the inventory level, temporarily designate the document print-on-demand pending a revision, or designate the document "out-of-print."

PRINT-ON-DEMAND

When sufficient stocking levels are hard to determine and the document is formatted appropriately, print on demand must be an option. In these cases, the vendor will not receive stock, but will instead print out single copies to fill orders as they come in from the TCEQ.

Pricing

It is not necessary to price the individual documents in Appendix B. This list is intended as a snap-shot in time and meant to serve as a tool in pricing, not a list to actually price. The vendor should submit costs related to production of print-on-demand documents using the specifications in Appendix C. Prices may be submitted on a per page basis. The vendor should NOT include postage cost in this proposal. As indicated on page 4, postage will be handled by a third-party vendor.

File Formats

All documents intended for print-on-demand are available in PDF format. The TCEQ requires the vendor also be able to accept Word (2007 or newer) and InDesign (5.5 or newer) files.

Paper Stock

All paper used to print TCEQ materials must contain at least 30% recycled content. The TCEQ typically uses 110 lb. cover and 20 lb. text weight in its POD documents. Additional weights and varieties are subject to TCEQ approval before use.

FULFILLMENT

The TCEQ receives orders from all over Texas as well as out-of-state. The TCEQ requires the vendor to fill orders using the following criteria.

Pricing

The vendor must submit cost related to fulfillment only. The vendor must NOT include postage in this proposal. As indicated on page 26, postage will be handled by a third party vendor.

Contents of Orders

All orders must include a TCEQ business card (provided by the TCEQ) and an itemized packing slip that includes the following information:

1. Document number (example RG-xxx)
2. Document title
3. Quantity ordered of each
4. TCEQ contact information
5. When appropriate and provided by the TCEQ, the dollar amount paid by the customer.

All shipments must be marked with the following TCEQ return address:

Publications, MC 118
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, TX 78753

Full boxes of single titles must be labeled with the document number, title, and quantity per box.

Inserts

The vendor must make provisions to include various inserts, such as postcards, in orders as specified by the TCEQ.

Receiving Orders

Designated TCEQ staff will screen all incoming orders prior to submitting orders to the vendor for filling. The TCEQ must be able to submit orders online through a secure Internet connection with online access to order status along with any shipping and/or tracking numbers, such as FedEx or DHL. (See "Postage.") The vendor must accept orders via telephone, fax, and e-mail in the event the online system is down.

Backorders

As noted under "inventory level alerts" above, if a title is designated "temporarily out-of-stock", the TCEQ will maintain a backorder list until new stock is available and then submit the orders to the vendor to fill. If an order is sent to the vendor and stock is not available, the vendor must notify the TCEQ within 24 hours if the order cannot be filled.

Standard Orders

The vendor must complete standard orders within 48 hours. Time begins when the vendor receives an order and stops when the order is mailed or shipped.

Rush Orders

Periodically the vendor must handle rush orders. Rush orders are for stocked titles only, and are those received by the vendor before 2:00 p.m. on any business day. Rush orders must be filled by 5:00 p.m. and sent via overnight delivery by either USPS, UPS, DHL, FedEx, Lone Star, etc.

For rush orders, the TCEQ will provide the vendor with express shipping numbers (provided by customer) with each applicable order. The vendor will provide tracking information to the TCEQ by 9:00 a.m. the next business day, to aid in any follow-up calls from the customer.

Priority Orders

On rare occasions, the vendor must handle priority orders. Priority orders are for stocked titles only. A courier is sent to the vendor from the TCEQ to pick up the order. The TCEQ will give the vendor at least two hours advance notice to allow the vendor to pull the materials.

Postage

The TCEQ contracts separately with companies (DHL Global mail and FedEx in fiscal year 2013) for postage incurred for standard orders. These separate companies take care of postage metering for standard third-class mailing. The vendor will determine which company to use depending on the weight of the package.

Shipping Errors

The vendor must be prepared to rectify any shipping errors made by the vendor, to include payment of re-shipping at no expense to either the TCEQ or the customer. Time is of the essence. The vendor must pay for overnight shipping at no expense to either the TCEQ or the customer and expedite the order the same business day the vendor is notified of the error.

PACKAGING

All materials used for packaging by the vendor are subject to TCEQ approval before use.

The vendor is restricted from advertising his/her company on packing supplies containing TCEQ materials, unless previously approved by the TCEQ as noted above.

The vendor must provide all packing supplies such as labels, envelopes, boxes, and packing material. The TCEQ requires non-plastic packing materials, such as shredded paper, except in circumstances where the product requires special packaging.

Packaging must include the TCEQ-specified return address and logo provided by the TCEQ. Addressing is acceptable in one color (black is considered a color). (See "Contents of Order.")

REPORTS

The TCEQ must have online access to the following information and also receive this information along with the monthly invoice for payment. (See "Invoicing the TCEQ.")

Inventory levels for month ending XX-XX-XX.

1. Document Number
2. Document Title
3. Beginning balance (copies on hand first day of billing cycle)
4. Copies distributed (during current billing cycle)
5. Copies received (if any during current billing cycle)
6. Copies recycled (if applicable during the current billing cycle)
7. Ending balance (copies on hand last day of billing cycle)

Print-on-demand orders for month ending XX-XX-XX.

1. Document Number
2. Document Title
3. Number of Pages
4. Number of Copies
5. Costs per Job
6. Rush Charges (if applicable)

Fulfillment orders for month ending XX-XX-XX.

1. Document Number
2. Document Title
3. Date Order Received
4. Number of Copies Requested
5. Date Order Received
6. Date Order Shipped
7. Customers address

8. Method of Shipping
9. If Shipped Overnight, Tracking Number

INSPECTION

The TCEQ requires access to the vendor's warehouse to inspect the condition of inventory. All costs for inventory damaged due to vendor's negligence shall be borne by the vendor.

CONTINGENCY PLAN

The vendor must provide, as part of the response, a sample contingency plan outlining procedures the vendor would implement in case of fire, theft, natural disaster, technical difficulties, work problems, abnormally high volume of requests, or other disruption of business. Plan must include disaster recovery.

ESTIMATED QUANTITIES

Vendors are advised that all quantities identified in this Request for Proposal (RFP) are estimates only and are provided for evaluation purposes only. Any quantities indicated for each item of this RFP may or may not reflect actual or anticipated purchases for a two-year period. The TCEQ cannot and does not guarantee the acquisition of any quantities during the initial term of the contract or any renewals. All quantities of services will be purchased in "as needed" quantities, on an "as needed" basis, as determined by the TCEQ throughout the contract period.

Quantity information is provided only as a guideline for preparing the response and should not be construed as representing actual quantities purchased or anticipated to be used.

INVOICING THE TCEQ

The vendor must invoice the TCEQ on a monthly basis. Invoices must be received by the 10th business day of each month following the completion of the previous month. (See "Reports.")

MINIMUM PERFORMANCE STANDARDS

The TCEQ will evaluate vendor performance for the purposes of continuing a contract on the following criteria:

1. Vendor must process and fulfill a minimum of 98 percent of valid domestic and international requests within 48 hours of receipt of requests.
2. Vendor is required to generate and supply a minimum of 98 percent of required reports by the specified deadlines.
3. Vendor must maintain accurate inventory records with less than a 3 percent error during the term of the contract and any exercised renewal options.
4. Vendor must enter requests with less than 1 percent error during the term of the contract and any exercised renewal options.
5. Vendor must maintain all on-line access to data for the TCEQ with less than a 1 percent downtime during normal working hours (7 a.m. – 6 p.m. CST weekdays).

6. Vendor must respond in writing to correspondence from the TCEQ's designated contract administrator within 24 hours of receipt of a request for estimates, information, or modifications.

QUALIFICATIONS

The vendor's response must include a written statement of qualifications noting the vendor's experience. The statement must:

1. Document that the vendor has at least four years of experience in providing print-on-demand and fulfillment services similar to those specified in this Request for Proposal. Experience must include successful management of at least 100,000 fulfilled mail requests annually for at least two consecutive years; and
2. Include the name, address, contact name, and phone number for at least three different organizations, firms or businesses, etc., for which, during the last three years, the vendor has provided print-on-demand and fulfillment services similar to those specified in this RFP. The TCEQ may be listed as an organization, if applicable. Each organization, firm or business, etc. listed must be located within Texas. For each organization, firm or business, etc. listed, the work history must document:
 - a) a volume of at least 100,000 fulfilled mailings annually,
 - b) the types of print-on-demand and fulfillment services provided, and
 - c) the dates of the periods the service was provided.

The vendor's response must include a statement of qualifications that meets or exceeds the requirements stated above. Failure to do so will result in the deduction of points for the response.

VENDOR REFERENCES

The vendor's response must include a list of at least three different references, all located within Texas, for whom the vendor has provided print-on-demand and fulfillment services similar to those specified in the RFP, within the last three (3) years. References must include:

1. At least three of the organizations, companies, etc. listed in the vendor work history, and
2. The company name, address, phone number and contact name for each reference listed.

References must be submitted with the response. The TCEQ may be listed as a reference, if applicable. Failure to submit the references with the response will result in the deduction of points for the response. If references cannot be verified, this criterion may be deemed non-responsive.

EVALUATION OF RESPONSES

The TCEQ will evaluate bids based on the following criteria:

Price	60%
Services Provided, Contingency Plan, Qualifications, References	40%

Using the information submitted by the vendors, an evaluation team of TCEQ employees and other professionals will evaluate and score each response based on the above criteria.

TERM OF CONTRACT

The term of this contract will commence on March 1, 2013 or upon receipt of the signed contract and will terminate on August 31, 2015. The contract will include the option for two, one-year contract renewals. Upon agreement between the vendor and the TCEQ, the first renewal would begin September 1, 2015 and end August 31, 2016, and the second would begin September 1, 2016 and end August 31, 2017.

APPENDICES

- Appendix A. Pre-Printed Document Inventory**
- Appendix B. Documents Designated as Print-on-Demand**
- Appendix C. Print-on-Demand/Fulfillment Pricing**

APPENDIX A
Pre-Printed Document Inventory

Pub. No.	Document Title	Date	Pages
AS-187/12	MSW in Texas: A Year in Review FY 2011 Data Summary and Analysis	Oct-12	56
AS-188	Texas Groundwater Protection Strategy - Prepared by TX Groundwater Protection Committee	Feb-03	110
EPA Form 8700-2	Federal Hazardous Waste Manifests		
Form 20068	Filter Holder Log		2
Form 20412/HGAC	Retired Vehicle Transfer Manifest (Houston-Galveston)		2
Form 20412/NCTCOG	Retired Vehicle Transfer Manifest (North Central Texas)		2
Form 20412/Travis	Retired Vehicle Transfer Manifest (Travis County)		2
Form 20412/Williamson	Retired Vehicle Transfer Manifest (Williamson County)		2
Form 20510	TCEQ 9 x 12 Pocket Folder		1
GI-001	TCEQ, Guide to the...	Jun-12	16
GI-026	Water Education Field Guide	Oct-06	39
GI-028	Take Care of Texas Guide to Yard Care	Jan-12	4
GI-030	Texas School Recycling Guide	Aug-12	20
GI-032	Obtaining TCEQ Rules	Apr-11	2
GI-034	A Guide to Freshwater Ecology	May-09	136
GI-036	Mulching and Composting, A Take Care of Texas Guide	Apr-12	4
GI-043	Texas Water Districts: A General Guide	Dec-04	8
GI-063	The Texas Clean Rivers Program	Feb-11	6
GI-069	Lead Poisoning: What are the Sources? What are the Risks?	Aug-04	3
GI-069esp	El Envenenamiento con Plomo: ¿De Donde Proviene? ¿Cuales Son Los Riesgos?	Aug-04	3
GI-079	Teachers' Guide to Environmental Education Resources	Jun-11	16
GI-088	Texas Groundwater Protection Committee	May-06	2
GI-132	We Recycle in Our School (poster) / En Nuestra Escuela ¡Reciclamos! (cartel)	Apr-03	2
GI-151	Answers for Small Auto Body Shops, Obtaining Air Authorization Under Permit by Rule 106.436 / Respuestas Para Pequeños Talleres de Carrocería, Cómo obtener una autorización de aire bajo el Permiso por Regla 106.436	Aug-07	4
GI-165	Working for a Diverse Environment	Dec-11	2
GI-202	Confused About Environmental Rules?	Jul-10	2
GI-228	Rights to Surface Water in Texas	Mar-09	24
GI-232	Watershed Survey, Conducting a...	Jun-09	50
GI-233	Public Participation in Environmental Permitting	May-11	4
GI-233esp	Participación del Público en Permisos Ambientales	May-10	4
GI-238	Selling Goods and Services to the TCEQ	Apr-11	2
GI-278	Do You Want to Make an Environmental Complaint? Do You Have Information or Evidence?	Feb-07	5
GI-278esp	¿Desea Presentar una Queja Ambiental? ¿Cuenta con Información o Evidencia?	Feb-07	6
GI-280	Get Money to Upgrade or Replace Your Truck or Equipment--And Clear the Air / Obtenga Dinero Para Mejorar O Reemplazar Su Camión O Maquinaria--Y Limpie El Aire!	Nov-07	12
GI-285	Creosote: What is it? What are the risks? / Creosota: ¿Qué es? ¿Cuáles son los Riesgos?	Jul-02	5

GI-288	What Do I Do With It Now? A Quick Guide to Recycling Resources	Jul-11	2
Pub. No.	Document Title	Date	Pages
GI-290	Let's Tackle the Grease in This Kitchen (poster) / Ataquemos a la Grasa en Esta Cocina (poster)	Dec-07	2
GI-291	The TCEQ Compliance Commitment (C2) Program	Aug-12	2
GI-296	Mickey Leland Environmental Internship Program	Jan-08	2
GI-304	A Guide to Developing an Environmental Management System for a Small Business	Jul-11	29
GI-311	Take Care of Texas (bookmark) / Cuide a Texas (marcador)	Nov-07	2
GI-316	Atlas of Texas Surface Water	Aug-04	44
GI-324	Six Ways to Take Care of Texas / Seis Maneras de Cuidar a Texas (bookmark)	Jul-10	2
GI-332	Has your vehicle failed its emissions test? Need help? / ¿Ha fallado su vehiculo la prueba de emisiones? ¿Necesita ayuda?	Feb-11	2
GI-342	Galveston Bay and the Galveston Bay Estuary Program	Jun-07	5
GI-351	Preserving and Improving Water Quality: Programs of the TCEQ for Managing the Quality of Surface Waters	Aug-10	28
GI-352	Supplemental Environmental Projects (SEPs): Putting Fines to Work Closer to Home	Mar-09	28
GI-354	Finding Rules and Rulemaking Information on the TCEQ Web Site	Apr-07	1
GI-357	Guidelines for Operation and Maintenance of Dams in Texas	Nov-06	105
GI-362	Sign Up for E-Mail Updates!	May-11	2
GI-363	Protecting Tres Palacios Bay	Feb-07	4
GI-363esp	Protección de la Bahía Tres Palacios	Feb-07	4
GI-363viet	Bao Ve Ho Tres Palacios	Feb-07	4
GI-367	Red Tide Facts	Feb-07	2
GI-370	Save Money and the Environment at Home	Jul-11	2
GI-374	Texas Clean School Bus Program: Diesel Exhaust and School Bus Idling: What You Should Know	Aug-11	2
GI-376	Take Care of Texas bill stuffer: Texas-Sized Savings / Ahorros del Tamano de Texas	Sep-07	2
GI-378	Golden Alga in Texas	Sep-07	2
GI-379	You Can Take Care of Texas, Too! / ¡Tú También, Puedes Cuidar a Texas!	Nov-07	2
GI-380	River and Sky's Lone Star Activity Book	Jul-11	20
GI-380esp	Río y Cielo un Libro Tejano de Actividades	Aug-09	16
GI-381	Texas Clean School Bus Program	Sep-11	2
GI-383	Rainwater Harvesting with Rain Barrels, A Take Care of Texas Guide	Jul-11	2
GI-385	Charting the Course to 2015: Galveston Bay Strategic Action Plan	Apr-09	32
GI-387	Get Money to Upgrade or Replace Your Truck or Equipment / Obtenga Dinero para Mejorar o Reemplazar Su Camión o Maquinaria	Dec-07	1
GI-388	Save Money & the Environment at the Office	Jul-11	2
GI-390	Landscape Irrigation: A Consumer's Guide to Landscape Irrigation in Texas / Riego de paisajes: Una guía del consumidor sobre el riego de jardines en Texas	Jul-11	2
GI-391	Outdoor Burning poster	Oct-08	1
GI-393	Spray Coating and Abrasive Blast Cleaning poster/Cartel sobre Recubrimiento con Spray y Limpieza con Chorro Abrasivo	Jan-09	1
GI-394	Guidelines for Developing Emergency Action Plans for Dams in Texas	Mar-12	94
GI-395	Protect Your Source of Water	Apr-09	2
GI-397	Reduce Ground Level Ozone. Find Ways to Keep Our Air Clean.	Mar-09	1
GI-400	Saving Water Saves Money (bill stuffer)/Ahorrar agua ahorra dinero	Jul-11	2
GI-402	Office of the Chief Clerk eServices	Aug-09	1

GI-403	Water Recycles: The Complete Story (poster)	Feb-10	2
GI-404	Rainwater Harvesting	Jan-10	36
Pub. No.	Document Title	Date	Pages
GI-405	Managing 10 Common Texas Yard Pests, A Take Care of Texas Guide	Apr-10	4
GI-406	Edwards Aquifer Protection Program Contractor Handout	Nov-10	8
GI-407	Managing Lawn Problems in Texas, A Take Care of Texas Guide	Apr-10	4
GI-408	Plug into Computer Recycling	Apr-10	2
GI-409	Landscape Irrigation, A Take Care of Texas Guide	Apr-10	4
GI-411	A Consumer's Guide to Backflow Prevention in Texas/Guia del consumidor para prevenir el contraflujo en Texas	May-10	2
GI-415	Answers to Some Burning Questions	Mar-11	4
GI-415esp	Repuestas a algunas preguntas ardientes	Mar-11	4
GI-416	Pull Up Your Water Well Report Online	Apr-11	2
GI-417	Savings the Size of Texas from your Lawn and Garden (Landscape Irrigation)/Ahorros tan grandes como Texas de su césped y su jardín	Jul-11	2
GI-418	Disposing of Syringes from Households: Do's and Don't	Sep-11	1
GI-419	Visible Flames on Industrial Flares	Dec-11	2
GI-421	Brownfields Initiatives: Redevelopment Tools to Help You Grow	Feb-12	2
GI-423	Plug into Electronics Recycling	Aug-12	2
M-016	Take Care of Texas white window decal	Jul-10	1
M-017	Take Care of Texas bumper sticker (Texas flag)	Oct-12	1
M-036	Conserve Water. Every Drop Counts. (bumper sticker)	Jul-10	1
M-037	Take Care of Texas River and Sky Kids' Sticker	Jul-10	1
M-038	Turn Off the Faucet. Every Drop Counts.	Jun-09	1
M-049	Landscape Irrigation Sticker	Jun-11	1
M-051	Notice Regarding Landscape Irrigation (stuffer)	Jun-11	1
RG-049	Outdoor Burning in Texas	Aug-08	20
RG-080	Water District Financial Management Guide	Mar-04	239
RG-194	Procedures to Implement the Texas Surface Water Quality Standards	Jan-03	200
RG-234	Industrial and Hazardous Waste Rules and Regulations for Small-Quantity Generators	Jul-09	45
RG-325	Used Oil Recycling Handbook: Guidance for Used Oil Handlers	Nov-05	48
RG-344	The TCEQ Has Inspected Your Business. What Does This Mean to You? / La TCEQ Inspeccionó Su Negocio. ¿Qué representa esto par a usted...?	Sep-05	4
RG-346	Fees, Standards, and Reporting Requirements for Public Water Systems	May-12	223
RG-360A/11	2011 Emissions Inventory Guidelines	Feb-12	250
RG-409	A Guide to Pollution Prevention Planning	Nov-08	93
RG-415	Surface Water Quality Monitoring Procedures, Volume 1: Physical and Chemical Monitoring Methods	Aug-12	202
RG-416	Surface Water Quality Monitoring Procedures, Volume 2: Methods for Collecting and Analyzing Biological Assemblage and Habitat Data	Jun-07	202
RG-421	Coliform Sampling for Public Water Systems	Aug-12	42
RG-422/LGG-2	Public Drinking Water: A Guide for Local Governments	Jun-06	7
RG-436	Steps to Obtain Construction Permits for Storm Water Discharges/Como Conseguir Permisos de Construccion para Descargas de Agua de Tormenta	Jul-08	4
RG-437	A Model Environmental Management System for Local Governments	Jan-07	24
RG-444	Guidance for Recording the Usage of TERP Grant-Funded Equipment / Guías para Documentar el Uso de Maquinaria Comprada con Ayuda de un Subsidio TERP	Jan-07	10
RG-456	I Received a Field Citation ... What Happens Next?	Mar-10	2
RG-466	Landscape Irrigation Program: Implementation	Jan-09	50

RG-470	Landscape Irrigator's Rule Compilation	Aug-09	106
RG-472	On-Site Sewage Facility Rules Compilation	Jan-09	156
Pub. No.	Document Title	Date	Pages
RG-473	Design and Construction Guidelines for Dams in Texas	Aug-09	86
RG-475	PST Super Guide: A Comprehensive Guide to Compliance in Texas	May-12	92
RG-498	Notice: Landscape Irrigators Must Be Licensed!/Aviso: Los Irrigadores de Paisajes Deben Estar Certificados!	Jul-11	2
SFR-035/13	TCEQ Strategic Plan, Fiscal Years 2013-2017	Jul-12	240
SFR-047/08	Groundwater Protection Committee, Activities and Recommendations of the Texas... (Report to the 81st Legislature)	Jan-09	90
SFR-057/10	TCEQ Biennial Report to the 82nd Legislature	Dec-10	80
SFR-066/11	2011 Annual Report: Managing Nonpoint Source Pollution in Texas	Jan-12	68
SFR-068/12	Texas NPS Management Program	May-12	270

APPENDIX B
Print-on-Demand (POD) Documents

Pub. No.	Document Title	Date	Pages
AS-187/11	MSW in Texas: A Year in Review FY 2010 Data Summary and Analysis	Oct-11	48
GI-002	TCEQ Area and Regional Offices: Map, List of Managers, Addresses, and Phone Numbers	Aug-12	2
GI-002a	TCEQ Areas, Regions, and Small Business and Environmental Assistance (SBEA) Regional Staff	Sep-12	2
GI-024	Appealing a Rate Change Decision	Jan-10	2
GI-045	Establishing a Consumers Group	Nov-04	2
GI-047	Water Supply Corporations: Frequently Asked Questions	Jan-10	2
GI-170	Recycle Your Used Oil and Oil Filters (poster) / Recicle el Aceite y los Filtros de Aceite Usados	Sep-02	2
GI-225	Commercial Management Facilities for Hazardous and Industrial Solid Wastes	11-Jul	11
GI-257	Utility Funding and Rate Design: A Guide for Customers of Private or Investor-Owned Utilities	Oct-04	2
GI-266	Protesting a Rate Change made by a Private or Investor-Owned Utility	Jan-10	2
GI-274	Air Pollution from Particles - Facts	Oct-08	2
GI-276	Tenant Guide to Allocated Water or Wastewater Service	Dec-11	3
GI-276esp	Guia del Inquilino para el Servicio de Agua o Drenaje Asignado	Jan-12	3
GI-277	Tenant Guide to Submetered Water or Wastewater Service	Dec-11	3
GI-277esp	Guia del Inquilino para el Servicio de Agua o Drenaje Submedido	Dec-11	4
GI-286	How Can a Superfund Site Affect My Property? / ¿Como Puede Afectar un Sitio Superfund a Mi Propiedad?	Dec-02	5
GI-306	Reducing Phosphorus in the North Bosque River--Taking Action to Improve Water Quality	Apr-03	6
GI-326	Municipal Setting Designations: A Guide for Cities	Aug-07	9
GI-358	Dam Removal Guidelines	Sep-06	6
GI-364	Hydrologic and Hydraulic Guidelines for Dams in Texas	Jan-07	40
GI-370esp	Ahorre dinero y cuide el medioambiente en casa	Jul-11	1
GI-383esp	Captacion de agua de lluvia con barriles	Oct-11	2
GI-386	Automate Your TERP Monitoring	Jan-11	1
GI-389	Sanitary Sewer Overflow (SSO) Initiative: Information for Prospective Participants	Aug-12	6
GI-392	The TCEQ Border Initiative	Apr-12	9
GI-392esp	Iniciativa fronteriza de la TCEQ	Apr-12	9
GI-398	NetDMR: Online Reporting of Discharge Monitoring Data	Apr-09	2
GI-412	About the Texas Clean Fleet Program	May-10	2
M-021	Tell Us How You Take Care of Texas (coloring sheet)	Oct-07	1
M-035	Conserve Water; Reuse the Rain (coloring sheet)	Mar-09	1
RG-001	Texas Regulations on Medical Waste	Sep-12	5
RG-002	Process Control Tests for Domestic Wastewater Treatment Facilities	Oct-02	9
RG-003	Special Wastes Associated with the Development of Oil, Gas and Geothermal Resources, Disposal of...	Sep-06	4
RG-008	Volume-to-Weight Conversion Factors for Waste Handlers	Jun-10	4

RG-013	Toxics Release Inventory Reporting Fee	Aug-08	4
Pub. No.	Document Title	Date	Pages
RG-022	Classification and Coding of Industrial and Hazardous Waste, Guidelines for the...	Feb-05	53
RG-029	Special Waste Regulations in Texas	Sep-06	5
RG-038	Waste Generation Fee	Sep-03	2
RG-078	On-Site Wastewater Treatment Research Council Fee	Sep-03	2
RG-117	Beneficial Land Use and Surface Disposal Fees	Sep-03	3
RG-118	Facility Fee	Sep-03	2
RG-148	Guidelines for Amending a Radiation Dose Report	Jun-09	7
RG-151	Industrial and Hazardous Waste Annual Waste Summary Instructions	Feb-09	64
RG-173	Guidance on the Texas Environmental, Health, and Safety Privilege Act	Aug-09	33
RG-178	Developer's Bond Application Report Format	Jun-06	56
RG-195	Rules and Regulations for Public Water Systems	Jun-12	132
RG-198	Utility On-Site Assistance: Help is on the Way!	Nov-08	132
RG-199	Regulatory Assessments Collected by Retail Public Utilities	Oct-02	1
RG-206	A Public Water System Guide to Customer Service Inspections	May-09	6
RG-209	Complying with the Pollution Prevention Planning Law	Jul-10	5
RG-210	The Water and Wastewater Consumer Assistance Team Can Help	Nov-08	1
RG-211	Monthly Testing and Reporting at Surface Water Treatment Plants: Using the New Automated Forms	Nov-05	291
RG-219	One Meter per Residence Requirements/Requisito de "Un Medidor por Residencia"	May-08	2
RG-220	Resource for Texas Water and Wastewater Utilities	Aug-11	8
RG-222	Do You Need Industrial or Hazardous Waste Registration Numbers?	Feb-09	4
RG-240	Can I Recycle Some of My Industrial or Hazardous Wastes?	Aug-06	5
RG-245	Utility Rates and Service Policies, TCEQ Jurisdiction Over...	Oct-04	2
RG-246	Water and Sewer Utility Stock Transfer Approval Requirements	Sep-04	2
RG-247	Sources of Help for Utilities and Their Customers	Aug-04	2
RG-249	Surcharging Customers of Investor-Owned Utilities for Sampling and Inspection Fees	Jan-05	2
RG-253	Penalty Policy, September 1, 2002	Sep-02	21
RG-253	Penalty Policy, September 2, 2011	Sep-11	24
RG-288	Voluntary Cleanup Program Fee	Sep-02	2
RG-289	Municipal Solid Waste Reporting and Disposal Fee	Sep-03	2
RG-302	Meter Tampering	Mar-08	2
RG-326	Handling and Disposal of Carcasses from Poultry Operations	Aug-09	11
RG-345	Backflow Protection on Water-Based Fire Protection Systems	Oct-08	4
RG-347	Landowner's Guide to Plugging Abandoned Water Wells	Mar-10	24
RG-348	Edwards Aquifer Technical Guidance Manual	Jul-05	324
RG-348	Complying with the Edwards Aquifer Rules: Technical Guidance on Best Management Practices	Jul-05	324
RG-348a	Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer - An Appendix to RG-348	Sep-07	34
RG-348b	Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer and Related Karst Features that May Be Habitat for Karst Dwelling Invertebrates - An Appendix to RG-348	Sep-07	22

RG-354	System of Accounts for Water and Wastewater Utilities with 200 or More Connections	Dec-07	37
Pub. No.	Document Title	Date	Pages
RG-357	The Feasibility of Regionalizing Water and Wastewater Utilities: A TCEQ Policy Statement	Jan-03	33
RG-360B/11	2011 Emissions Inventory Forms and Instructions	Jan-12	244
RG-366/TRRP-02	Applicability and Grandfathering	Jan-10	11
RG-366/TRRP-02A	Closure of Waste-Management Units Subject to TRRP	Jul-11	14
RG-366/TRRP-03	TRRP Compatibility with RCRA	Mar-09	22
RG-366/TRRP-04A	Comparison of 30 TAC 334 and 30 TAC 350: Regulation of LPST Sites under TRRP	Aug-03	11
RG-366/TRRP-07	Land Use Classification	Oct-08	21
RG-366/TRRP-08	Groundwater Classification	Mar-10	59
RG-366/TRRP-10	Selecting Target Chemicals of Concern	Sep-08	27
RG-366/TRRP-12	Affected Property Assessment Requirements under TRRP	May-10	32
RG-366/TRRP-13	Review and Reporting of COC Concentration Data under TRRP	May-10	65
RG-366/TRRP-14	Screening Target Chemicals of Concern from PCL Development	Mar-05	29
RG-366/TRRP-16	Institutional Controls under TRRP	May-10	57
RG-366/TRRP-17	Notification Requirements	Mar-09	16
RG-366/TRRP-18	Risk Levels, Hazard Indices, and Cumulative Adjustment	Oct-08	27
RG-366/TRRP-19	Toxicity Factors and Chemical/Physical Parameters	Mar-09	8
RG-366/TRRP-21	Human Health Points of Exposure	Mar-09	37
RG-366/TRRP-22	Tiered Development of Human Health PCLs	Nov-10	34
RG-366/TRRP-23	Tier 1 PCL Tables	Mar-09	10
RG-366/TRRP-24	Determining PCLs for Surface Water and Sediment	Dec-07	112
RG-366/TRRP-25	Critical PCLs	Mar-09	10
RG-366/TRRP-27	Development of Human Health PCLs for Total Petroleum Hydrocarbons	Jan-10	27
RG-366/TRRP-28	Application of Remedy Standards A and B	Oct-08	32

RG-366/TRRP-29	Soil and Groundwater Response Objectives	Feb-09	36
RG-366/TRRP-32	Risk-Based NAPL Management	Feb-08	68
Pub. No.	Document Title	Date	Pages
RG-366/TRRP-33	Monitored Natural Attenuation Demonstrations under TRPP	Sep-10	42
RG-366/TRRP-34	Facility Operations Area	Jan-10	68
RG-368	Innocent Owner/Operator Program Fee	Sep-02	2
RG-370	Managing Paint and Paint-Related Waste Under the Universal Waste Rule	Oct-07	3
RG-373	Approval of Training for Occupational Licensing	Dec-07	29
RG-377	Universal Waste Regulations for Hazardous Lamps and Mercury-Containing Equipment in Texas	Jan-07	4
RG-378	Financial Reporting Requirements for Water Districts in Texas	Dec-11	3
RG-379	Total Organic Carbon (TOC) Guidance Manual	Sep-02	84
RG-380	The Analytical Method Modification Program--How to Apply	Oct-03	17
RG-382	Innocent Owner Operator Program Guidance	Apr-08	47
RG-384	How to Develop a Monitoring Plan for a Public Water System	Aug-11	226
RG-386	Watermaster Assessment Fee	Sep-03	3
RG-391	Texas Emissions Reduction Plan: Guidelines for Vehicle Manufacturers under the Light-Duty Motor Vehicle Purchase or Lease Incentive Program	Aug-07	14
RG-394	Texas Pollutant Discharge Elimination System	Sep-11	150
RG-395	Unauthorized Discharges and Sanitary Sewer Overflows	Apr-11	6
RG-396	Air Inspection Fee	Sep-03	2
RG-397	Air Emissions Fee	Sep-03	3
RG-399	Vapor Recovery Test Procedures Handbook	Dec-02	87
RG-403	Quarterly Visual Monitoring of Storm Water Runoff: A Guide for Industries Operating under the TPDES Multi-Sector General Permit, TXR050000	Dec-06	6
RG-404	Surface Coating Facilities	Feb-11	37
RG-407	Disinfectant Residual Reporting for Public Water Systems	Jul-07	38
RG-408	Soil Sampling for Concentrated Animal-Feeding Operations (CAFOs) (Contents Effective January 2010)	Jul-09	4
RG-411	Investigating and Reporting Releases from PSTs	Aug-12	42
RG-412	General Permit Storm Water and General Permit Wastewater Fee	Nov-05	5
RG-419	Disposal of Domestic or Exotic Livestock Carcasses	Mar-05	2
RG-427	Public Utility Receiverships and Temporary Management: A Guide for Receivers and Temporary Managers of Water and Wastewater Utilities	Mar-05	64
RG-428	Preparation of a Drinking Water Survey Report	Jan-10	26
RG-433	Guidelines for Identifying and Protecting Aquifer Recharge Features	Oct-05	34
RG-434	Environmental Rules for Car Washes	Jun-07	6
RG-440a	The Houston-Galveston-Brazoria Area Minor Source Rule:An Air Quality Rule for Equipment at Your Business. Is My Boiler, Process Heater, Stationary Engine, or Turbine Regulated by the Minor Source NOx Rule?	May-10	10
RG-440b	The Houston-Galveston-Brazoria Area Minor Source Rule:An Air Quality Rule for Equipment at Your Business. How Do I Calculate the Emissions from my Boiler, Process Heater, Stationary Engines, and Turbines?	May-10	15

RG-440c	The Houston-Galveston-Brazoria Area Minor Source Rule:An Air Quality Rule for Equipment at Your Business. What are the Record-keeping and Reporting Requirements of the Minor Source NOx Rule? (Boilers, Process Heaters, Stationary Engines, and Turbines)	May-10	7
RG-442	Guidelines to Develop Effects Screening Levels, Reference Values, and Unit Risk Factors	Nov-06	346
RG-455	Prevent Illegal Dumping: A Guide for Local Governments	Nov-10	6
Pub. No.	Document Title	Date	Pages
RG-457	Compliance History: How It Works	Aug-11	2
RG-463	Submitting a Contract Designating Service Areas Between Utilities	Sep-08	2
RG-464A	TERP: I Just Received a Grant--What Now?	Dec-10	41
RG-464B	TERP: Grant Forms and Instructions	Dec-10	74
RG-467	Conditional No-Exposure Exclusion for Storm Water Runoff: A Guide for Industries Operating Under the TPDES Multi-Sector General Permit, TXR050000	Feb-09	6
RG-468	Primary and Secondary Operators Under the Construction General Permit for Storm Water Discharges (TXR150000)	May-09	2
RG-469	Traditional Municipal Solid Waste Disposal: A Guide for Local Governments	May-09	24
RG-474	Municipal Solid Waste Diversion Methods: Options for Local Governments	Jun-09	16
RG-475a	Buying or Selling a Property with Underground Storage Tanks	Feb-11	5
RG-475b	Installing a New or Replacement Underground Storage Tank	Mar-11	4
RG-475c	Licensed Underground Storage Tank Contractors	Mar-11	4
RG-475d	Petroleum Storage Tank Registration and Self-Certification	Apr-11	4
RG-475e	Preventing Petroleum Storage Tank Spills and Overfills	Apr-11	8
RG-475f	Protecting Petroleum Storage Tanks Against Corrosion	Aug-09	5
RG-475h	Suspected Releases from Petroleum Storage Tanks	Aug-09	4
RG-475i	Financial Assurance for Petroleum Storage Tanks	Aug-09	4
RG-475j	Gasoline Stage I and II Vapor Recovery	May-10	8
RG-475k	Who Regulates Petroleum Storage Tanks?	May-10	4
RG-475l	Temporarily Removing Petroleum Storage Tanks from Service	May-10	4
RG-475m	Permanently Removing Petroleum Storage Tanks from Service	Aug-09	5
RG-475n	Aboveground Petroleum Storage Tanks	Feb-12	3
RG-475o	Training for Underground Storage Tank Operators: A guide for owners and operators of USTs	May-12	4
RG-476	A Public Water System Guide to Responding to a Backflow Incident	Nov-09	7
RG-477	A Public Water System Guide to Preparing a Backflow Incident Emergency Response Plan	Nov-09	11
RG-478	Establishing and Managing an Effective Cross-Connection Control Program	Mar-11	16
RG-479	Compliance Guide for Dry Cleaner Facilities	Feb-10	10
RG-480	Common Questions on Empty Waste Containers	Aug-10	6
RG-481	New Technology and Development Program: Guidelines for Grants	Mar-10	21
RG-482	Common Environmental Requirements for Regulated Oil and Gas Operations	Nov-11	2
RG-484	New Technology Implementation Grants: Guidelines for Grants	Jun-10	20
RG-485	Emergency and Temporary Use of Wells for Public Water Supplies	Aug-12	9
RG-486	Disposal of Exempt Waste That Contains Radioactive Material	Nov-10	61
RG-488	District Funding of Leased Water and Wastewater Treatment Plants	Apr-11	2
RG-489	Construction of Facilities: Timely Approvals	Mar-11	2
RG-490	Directives for Districts to Escrow or to Not Expend Funds	Apr-11	2

RG-491	Purchase of Facilities by a District	Apr-11	2
RG-492	District Funding of Excavation Costs	Mar-11	1
RG-493	Accuracy Testing of Gauges used for Testing of Backflow Prevention Assemblies	May-11	4
RG-494	Guidance for Requesting a Water Balance Alternative Final Cover for a Municipal Solid Waste Landfill	Jan-12	24
RG-496	You're a PWS...Now What?	Sep-12	14
Pub. No.	Document Title	Date	Pages
RG-497	Registration Requirements for Wastewater Operations Companies	Oct-11	2
RG-499	RV Parks: Am I Regulated?	Mar-12	5
RG-500	Best Management Practices for Quarry Operations	Jan-12	34
RG-502	Clean Water Certification Program	Sep-12	2
SFR-030/11	TCEQ Operating Budget, Fiscal Year 2012	Dec-11	131
SFR-037/14	Legislative Appropriations for FY 2014 and 2015	Aug-12	384
SFR-045/11	TCEQ Annual Financial Report, Fiscal Year Ending August 31, 2011	Nov-11	42
SFR-047/10	Groundwater Protection Committee, Activities and Recommendations of the Texas... (Report to the 82nd Legislature)	Jan-10	84
SFR-053/07	Priority Groundwater Management Areas and Groundwater Conservation Districts, Report to the 82nd Legislature	Jan-11	101
SFR-055/12	Annual Report on Performance Measures Fiscal Year 2012	Oct-12	79
SFR-056/08	Joint Groundwater Monitoring and Contamination Report 2008	Aug-09	289
SFR-056/09	Joint Groundwater Monitoring and Contamination Report 2009	Aug-10	286
SFR-056/10	Joint Groundwater Monitoring and Contamination Report 2010	Sep-11	288
SFR-056/11	Joint Groundwater Monitoring and Contamination Report 2011	Aug-12	278
SFR-072/11	Annual Report Nonfinancial Data, Fiscal Year Enging August 31, 2011	Dec-11	29
SFR-074/11	Report to the Governor: PWS Capacity Development Program	Sep-11	20
SFR-078/08	Tracking the Fate of Scrap Tires in Texas: An Audit Report to the 81st Texas Legislature	Dec-08	46
SFR-079/08	Texas Emissions Reduction Plan (TERP) Biennial Report (2007-2008) to the Texas Legislature	Dec-08	242
SFR-079/10	Texas Emissions Reduction Plan (TERP) Biennial Report (2009-2010) to the Texas Legislature	Dec-10	228
SFR-083/10	Dry Cleaning Activities: Report to the 82nd Texas Legislature	Dec-10	18
SFR-086/11	Mercury Convenience Switch Collection Program Implementation Report: A Report to the 82nd Texas Legislature	Dec-11	7
SFR-088	TERP Report to the Texas Legislature on Requirements for Implementing an Internet-Based Application Process for TERP Rebate Grants	Dec-07	21
SFR-089	TCEQ Sunset Self-Evaluation Report	Oct-09	548
SFR-097/10	HB 469 Report: Emissions Profile for Clean Energy Projects	Mar-11	10
SFR-097/12	HB 469 Report: Emissions Profile for Clean Energy Projects	Sep-12	12
SFR-098	Study of the Methods for Disposing of Unused Pharmaceuticals	Dec-10	278
SFR-099/10	Texas Computer Equipment Recycling Program: Report to the 82nd Legislature	Mar-11	17
SFR-099/11	Texas Computer Equipment Recycling Program: Report to the 83rd Legislature	Mar-12	19

APPENDIX C

PRINT-ON-DEMAND REQUIREMENTS

Paper Stock	Weight*	Brightness*	Color*	Size*
Minimum 30% Post Consumer Recycled Paper	20 lb	88+	White	8.5 x 11
	24 lb		Tan	11 x 14
			Yellow	11 x 17
			Lt Green	
			Lt. Blue	

Cover Stock	Weight*	Brightness*	Color*	Size*
Minimum 30% Post Consumer Recycled Paper	80 lb	88+	White	8.5 x 11
	100 lb		Tan	11 x 14
	110 lb		Yellow	11 x 17
			Lt Green	
			Lt. Blue	

Ink Colors

Black
Full Color

Binding Options*

Tape (Black)
Perfect
Staple Upper Left
Side Staple
Saddle Stitch

Folding
3-Hole Drill
Shrink Wrapping
Paper Banding

*Includes but not limited to

APPENDIX C – Continued**FULFILLMENT REQUIREMENTS****Packing Slip Information****Required**

Document number(s)
 Document title(s)
 Quantity ordered
 TCEQ contact information
 Amount paid by the customer (if applicable)
 TCEQ return address

Insert**Required**

TCEQ Business Card (Provided by TCEQ)

Packaging**Required**

Envelopes
 Padded Envelopes
 Corregated Boxes

Addressing**Required**

Automated Addressing
 Labeling
 Metering
 Sorting

Shipping Methods**Required**

USPS Standard
 USPS Priority - 3rd Party Bill
 UPS Ground
 FedEx - 3rd Party Bill
 DHL - 3rd Party Bill
 Airborne - 3rd Party Bill

PRICE FORM

Vendors must provide pricing offered under the following categories. If pricing for a line item is included in the pricing of another line item, mark the price column “included.”

Start-up	Price
Pricing shall include all transportation costs associated with moving TCEQ palletized inventory to vendors facility.	
Pricing shall include integrating TCEQ inventory titles into vendor’s electronic data base and testing the interface with TCEQ personnel.	
Pricing shall include generating and testing all electronic reports as required by TCEQ personnel.	
Contract Management	
Monthly contract management fee	
Warehousing	
Monthly price per pallet for storage	
Monthly price per shelf storage, per item	
Inventory	
Price for receiving new items	
Price for adding new items to electronic inventory	
Price per pallet for recycling/disposing of out-of-print materials	
Print on Demand (see Appendix C)	
Price per single sided, B&W, 8.5 x 11 sheet	
Price per double sided, B&W, 8.5 x 11 sheet	
Price per single sided, B&W, 8.5 x 11 cardstock/cover	
Price per double sided, B&W, 8.5 x 11 cardstock/cover	
Price per single sided, Color, 8.5 x 11 sheet	
Price per double sided, Color, 8.5 x 11 sheet	
Price per single sided, Color, 8.5 x 11 cardstock/cover	
Price per double sided, Color, 8.5 x 11 cardstock/cover	
Price per book for coil binding	
Price per book for wire-0 binding	
Price per book for tape binding	
Price per book for perfect binding	
Price per book for staple upper left	
Price per book for saddle stitch	
Price per sheet for 3-hole drill	
Price per sheet for folding	
Price per set for shrink wrapping	
Price per set for paper banding	
Order fulfillment	

Price per online order	
Price per each additional line item	
Handling charge	
Price per cancellation of online order	
Price per change order	
Packaging	
Pick, Pack and Label per box	
Price per shipping box – include size	
Price per shipping envelope – include size	
Invoicing & Reporting	
Price per month for generating inventory level reports in hard copy to be included with monthly invoice. (see “Reports”)	

INSURANCE SECTION

PART 1. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain during the contract term, to include any renewals, the insurance coverage of the types and in the minimum amount specified below from insurers authorized (licensed, eligible or registered) under the laws of the State of Texas. The Contractor shall provide TCEQ with a properly executed and issued Certificate of Insurance in compliance with Texas Insurance Code, Chapter 1811 to evidence the required insurance coverage at the time of the initial award of the Contract and shall provide Certificates of Insurance to evidence that such coverage continues to be maintained in accordance with the terms of the Contract. All insurance policies shall be covered by an insurer with a minimum rating of an "A" or better and "IV" of financial size capacity or greater in the most recent A.M. Best Company rating of the insurer. Additional requirements concerning insurance may be contained in the Special Terms and Conditions. Cancellation, nonrenewal or material change or change in insurance agent or carrier other than for non-payment, shall not be made until thirty (30) days after the authorized agent or the insurer notifies TCEQ in writing by certified mail at the address shown on a properly executed and issued Certificate of Insurance approved by the Texas Department of Insurance in compliance with the Texas Insurance Code, Chapter 1811. Any change in insurers will necessitate providing the TCEQ a new Certificate of Insurance. Cancellation or material change due to non-payment shall not be made until ten (10) days after the authorized agent or the insurer notifies the Contractor and TCEQ in writing by certified mail. **Such notice must reference the Contract number.**

x	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE
----------	---

Coverage in the following minimum amounts for all personnel furnishing work:
 bodily injury - by accident, \$100,000.00 per accident;
 by disease, \$100,000.00 per employee; and
 a per policy aggregate of \$500,000.00
 Elective exemptions or coverage through an employee leasing arrangement will not satisfy this requirement.

x	COMMERCIAL AUTOMOBILE LIABILITY INSURANCE
----------	--

Coverage 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. The minimum amounts of coverage shall be:
 \$500,000.00 per person; and
 \$500,000.00 per occurrence for bodily injury;
 \$1,000,000.00 per occurrence for property damage;
 \$1,000,000.00 per occurrence if the policy is issued for bodily injury and property damage combined.

x	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 in the minimum amounts as follows:
 \$500,000.00 per occurrence for bodily injury;
 \$1,000,000.00 per occurrence for property damage;
 \$1,000,000.00 per occurrence if the policy is issued for bodily injury and property damage combined.

x	REQUIRED ADDITIONAL POLICY PROVISIONS
----------	--

All policies of insurance shall include the following required provisions:
 1. TCEQ will be notified, in writing, of the cancellation or modification of a policy at least thirty (30) days prior to the effective date of the cancellation, nonrenewal, or material change, except for non-payment which requires ten (10) days notice.
 2. Where available, TCEQ, and its officers, and employees shall be named as additional insureds through an endorsement to the Commercial Automobile Liability Insurance and the Commercial General Liability Insurance;

3. 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. The waiver shall be through an endorsement to the Worker's Compensation and Employer's Liability, Commercial Automobile Liability Insurance, and the Commercial General Liability Insurance; and
4. The Contractor's insurance is primary insurance with respect to the TCEQ, its officers and employees.

COMMERCIAL GENERAL LIABILITY ADDITIONAL COVERAGE FOR EXPLOSION, COLLAPSE AND UNDER GROUND HAZARDS

Contractor must obtain and maintain this coverage which must all be in the same amounts as those for Commercial General Liability listed above.

EXCESS LIABILITY INSURANCE (UMBRELLA)

The Contractor and subcontractor, must obtain and maintain umbrella liability insurance to provide additional coverage for all liability policies required for this Contract and endorsed on a Certificate of Insurance in an amount not less than:
 \$1,000,000.00 in the aggregate.

EXCESS LIABILITY INSURANCE (OTHER THAN UMBRELLA)

The Contractor and Subcontractor, must provide excess liability coverage for claims of bodily injury and property damage in excess of the coverage provided by Comprehensive General Liability Insurance and Automobile Liability Insurance in an amount not less than:
 \$1,000,000.00 in the aggregate.

PROFESSIONAL LIABILITY INSURANCE

The Contractor shall provide such coverage for financial loss resulting from errors, omissions and failure to properly coordinate the plans and specifications of the Work or contract documents. Professional Liability Insurance shall contain a minimum net coverage of:
 \$1,000,000.00 plus deductible exclusion; or
 100% of the total professional gross fees under the Contract, whichever is greater.
 The Contractor shall require any Subcontractor, which the TCEQ deems necessary, to provide Professional Liability Insurance sufficient for the protection, on the same basis as above, of the portion of the work the Subcontractor performs. The compilation of the total insurance coverage required under this paragraph shall remain the responsibility of the Contractor.

ENVIRONMENTAL IMPAIRMENT OR CONTRACTORS POLLUTION LIABILITY INSURANCE

The Contractor and Subcontractor, where applicable, shall provide coverage for claims of environmental impairment and pollution caused by the Contractor's or Subcontractor's negligence in the execution of work under the Contract. The amount shall be not less than:
 \$1,000,000.00 per occurrence; and
 \$2,000,000.00 in the aggregate.

OTHER

Additional specific types of insurance policies may be listed in the Special Terms and Conditions of the solicitation.

PART 2. ADDITIONAL INSURANCE REQUIREMENTS

Only requirements marked with an "X" apply to this Contract. Any additional insurance that may be required would be found within the Special Terms and Conditions section of this Solicitation. In the event of a conflict, the instructions found in the Special Terms and Conditions supersede those listed herein.

WHEN TO SUBMIT THE CERTIFICATE OF INSURANCE	
	SUBMIT IN THE SOLICITATION
	Contractor must submit the Certificate of Insurance in the Solicitation.
x	SUBMIT WHEN AWARDED A CONTRACT
	The Contractor must submit the Certificate of Insurance upon the award of a contract, no later than ten (10) days afterwards, unless other guidelines are specified within the Special Terms and Conditions.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Government 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 Government Code §2161.252(b).

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

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

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

In accordance with 34 TAC 20.13, the agency-specific Historically Underutilized Business Goal for this Other Services contract 24.6%.

Attention Responders: An electronic format of the HUB Subcontracting Plan (HSP) Form is available on the Texas Comptroller of Public Accounts website (<http://www.cpa.state.tx.us/procurement/prog/hub/hub-forms>). 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 TPASS Commodity Book, Listing by Class, located at: <http://www.window.state.tx.us/procurement/tools/comm-book/>

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

Class Code	Item Code	Description
966	76	Print-On-Demand Printing Services (Including Print and Distributive Services)
915	44	Fulfillment (Includes: Data Processing, Packaging, Labeling and Mailing of Literature as a Package)

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

1. Access the CMBL and HUB Directory at: <http://www2.cpa.state.tx.us/cmb/cmbhub.html>
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.

TPASS Minority/Business Links (for accessing women and minority trade associations or development centers):

<http://www.cpa.state.tx.us/procurement/prog/hub/mwb-links-1/>