



TEXAS GENERAL LAND OFFICE
is
REQUESTING STATEMENTS of QUALIFICATIONS
for
Flood Studies within Combined River Basins
for
Community Development Block Grant – Disaster Recovery
Programs

REQUEST FOR QUALIFICATIONS NO. X0017667-MA

Class/Item:
925-00, 925-36, 990-29

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You are responsible for checking the Electronic State Business Daily (ESBD) website, <http://www.txsmartbuy.com/sp>, for any addenda to this Solicitation. Please search under Agency Code 305 (General Land Office and Veterans Land Board). Respondent's failure to periodically check the ESBD will in no way release Respondent from Addenda or additional information resulting in additional requirements of the Solicitation.

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1. EXECUTIVE SUMMARY

The Texas General Land Office (GLO), as administrator of Community Development Block Grant – Disaster Recovery (“CDBG-DR”) programs for the State of Texas, is requesting Statements of Qualifications (“SOQs”) from qualified engineering firms demonstrating an ability to provide planning implementation and data collection and analysis services to assist the agency in fulfilling its agreement with the United States Department of Housing and Urban Development (HUD) to conduct planning studies to support areas or communities impacted by Hurricane Harvey.

The selected Providers shall collect local data and support planning and feasibility studies for local and regional risk reduction projects that will increase community disaster resilience and reduce the impact of flood events. Providers shall analyze regional and local solutions to promote sound long-term recovery and maximize the use of CDBG-DR disaster recovery funding to build back stronger and more resilient communities. The GLO is partnering with active federal and state efforts and looking to draw from the strengths, expertise and capabilities of public, private, and academic centers of excellence throughout the State of Texas.

Required services are described in detail in Article II of this Solicitation, *Scope of Services*, and shall be performed in compliance with all applicable federal, state, and local laws, ordinances, and regulations which include, but are not limited to, the Code of Federal Regulations, HUD requirements, and CDBG rules and regulations.

Respondents must execute **Exhibit A**, *General Affirmations and Solicitation Acceptance*, and **Exhibit B**, *Federal Affirmations*, and complete other documentation listed on the Submission Checklist in Article VII of this RFQ to be considered. Additional information about the GLO and its programs can be found at <http://www.glo.texas.gov/recovery/index.html>.

1.2. DEFINITIONS

“**Action Plans**” refers to the action plans outlining the proposed activities for long-term recovery for the following Presidentially-declared disasters: Hurricane Ike, 2015 Floods, 2016 Floods, and Hurricane Harvey. The Action Plans are available on the GLO’s CDBG-DR Program website at <http://recovery.texas.gov/local-government/hud-requirements-reports/index.html>.

“**Addendum**” means a written clarification or revision to the Request for Qualifications issued by the General Land Office. Respondents must acknowledge receipt of any addenda in the submission of the Solicitation Response.

“Affiliate” means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, Respondent. Respondent shall be deemed to control another entity if either possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

“Base Level Engineering” means the minimal investment for the Region to allow the Region to build a base level understanding of flood risk for the watersheds throughout the Region.

“CDBG-DR” means the Community Development Block Grant Disaster Recovery Program, as authorized under Title I of the Housing and Community Development Act of 1974, as amended.

“CFR” means the Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“CMBL” means the Centralized Master Bidders List.

“CTP” means cooperating technical partner.

“ESBD” means Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over \$25,000 are posted. The ESBD may be accessed at <http://www.txsmartbuy.com/sp>.

“FEMA” means the Federal Emergency Management Agency.

“GIS” means geographic information system.

“GLO” means the Texas General Land Office.

“HUB” means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

“HUB Subcontracting Plan” or “HSP” means the form required by Texas Government Code §2161.252 and 34 Texas Administrative Code §20.285 for each contract with an expected value of \$100,000 or more, in which Respondent must demonstrate a Good Faith Effort to subcontract with HUBs. The HSP is posted to the ESBD as a separate file accompanying this Solicitation and must be included with the Solicitation Response.

“InFRM” means Interagency Flood Risk Management.

“HUD” means the U.S. Department of Housing and Urban Development.

“NGO” means non-governmental organization.

“NOAA” means the National Oceanic and Atmospheric Administration.

“PIA” means the Public Information Act, Chapter 552 of the Texas Government Code.

“Project” means the data collection and analysis services focusing on regional oversight and the coordination of regional hydrological infrastructure and all associated activities to be prepared, performed, and completed by Provider, as specified herein, on behalf of the GLO.

“Provider” means a Respondent awarded a contract under this Solicitation.

“Respondent” means the entity responding to this Solicitation.

“RFQ” means Request for Qualifications.

“Solicitation” means this RFQ.

“Solicitation Response” means the Respondent’s entire response to this Solicitation, including all documents requested in this Solicitation.

“SOQ” means Statement of Qualifications.

“State” means the State of Texas and any state agency; the GLO or state agency identified in this Solicitation, its officers, employees, or authorized agents.

“TAC” means Texas Administrative Code.

“TDEM” means Texas Department of Emergency Management.

“TDIS” means Texas Disaster Information System.

“TWDB” means Texas Water Development Board.

“USACE” means the United States Army Corps of Engineers.

“USGS” means the United States Geological Survey.

1.3. AUTHORITY

The GLO is soliciting the services listed herein under Chapter 2254, Subchapter A, of the Texas Government Code, in conjunction with 2 C.F.R. 200.317.

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ARTICLE II. SCOPE OF SERVICES

2.1. SCOPE OF SERVICES REQUESTED

2.1.1 Overview

The selected Providers shall conduct a series of regional and local planning studies in the Texas counties that received a presidential disaster declaration relating to Hurricane Harvey with the intent of providing flood mitigation recommendations.

The GLO has split the disaster-impacted area, consisting of forty-nine counties, into three (3) assessment areas (individually a “Region” and collectively the “Regions”) listed below. These areas are delineated based on the State of Texas major river basins shown in **Exhibit F**, *River Basins Map*. Respondents may specify Regions, in order of preference, with the submittal of their SOQs. Selected Respondents will only be awarded one (1) Region.

- 1) Trinity-Sabine-Neches (Region 1)
- 2) Brazos-San Jacinto-Houston Bayou (Region 2)
- 3) Nueces-San Antonio-Guadalupe-Lavaca-Colorado (Region 3)

The GLO will be leveraging available technical and engineering analysis available to meet the planning needs throughout the Regions:

- FEMA’s Base Level Engineering (BLE) models (HEC-RAS and Hazus), available for download at: <https://webapps.usgs.gov/infrm/estBFE/>;
- USACE’s Corps Water Management Systems (CWMS) modeling (HEC-HMS, HEC-MetVue, HEC-ResSim, and HEC-RAS) efforts;
- Interagency Flood Risk Management (InFRM) Hydrologic Watershed Assessments;
- InFRM’s Estimated Base Flood Elevation (EstBFE) Viewer;
- InFRM’s Flood Decision Support Toolbox Viewer; and
- InFRM’s Flood Decision Support Toolbox Submittal Guidance.

Additionally, the GLO will require the selected Providers to leverage local community mitigation projects, legislative initiatives, and community planning requests from counterpart studies within the Regions, including:

- ***GLO Regional Planning Study Survey*** (<https://recovery.texas.gov/files/programs/planning/regional-planning-survey-results.pdf>) - Survey lists the top

planning needs identified by elected officials and staff representing areas that received a presidential disaster declaration related to Hurricane Harvey.

- ***Storm Surge Suppression Study*** (<http://gccprd.com>) - A 2013 study developed by the GLO and the Gulf Coast Community Protection and Recovery District in accordance with the standards of the U.S. Army Corps of Engineers, investigating options for reducing the vulnerability of the coastal areas around Brazoria, Chambers, Galveston, Harris, Jefferson, and Orange counties to hurricane surge and flood damages.
- ***Texas Coastal Resiliency Master Plan*** (<http://www.glo.texas.gov/coastal-grants/projects/files/Executive-Summary.pdf>) - The Texas Coastal Resiliency Master Plan includes data gathering, analysis, and a summary recommendation for implementation for the GLO regarding the resiliency of the Texas Coast. The plan identifies physical elements including infrastructure and natural resources which will identify and determine the effectiveness of past recovery projects along the Texas Coast. The plan included a list of recommended projects, with an emphasis on CDBG-DR eligibility, that would best improve overall resiliency of the Texas Coast.
- ***Regional Drainage Data Collection and Oversight*** – A study developed by The University of Texas-San Antonio (UTSA) focusing on regional oversight and coordination of the drainage infrastructure in Hardin, Jasper, Jefferson, Newton, Orange, Tyler, Polk, Liberty, and Chambers counties. The study includes performance of community outreach activities, collection and analyzation of existing data, and the informing of local communities and community leaders, on behalf of the GLO, of recommended actions to take based on the data analysis. The expected completion date of the study is December 2019.
- ***Implementation of Flood Legislation from the 86th Texas Legislative Session*** (http://www.twdb.texas.gov/flood/doc/Flood_Implementation_Issues_for_Stakeholder_Consideration.pdf?d=7017.9299999999785) – Recently passed legislation, including Senate Bill (SB) 7, SB 8, SB 500, and House Joint Resolution 4, authorizes the Texas Water Development Board (TWDB) to administer a new state flood planning program that establishes a state and regional flood planning process, with flood planning regions based on river basins.

FEMA and TWDB are working to complete Base Level Engineering in the Regions by December 2020. Respondents should indicate a willingness and capability to refine existing analyses for cost-effective and efficient planning efforts across the focus area. Providers will be asked to:

- Use suggested flow values for 1% and 0.2% events outlined in Watershed Hydrology Assessments;

- Refine Base Level Engineering models (add hydraulic structures, add field survey channel cross-sections, refine hydrologic flow values, etc. as required) to prepare necessary engineering analysis for local/regional projects; and
- Build flood inundation libraries to meet the specifications as outlined in InFRM's Flood Decision Support Toolbox Submittal Guidance.

GLO will also be coordinating with the Texas Department of Emergency Management (TDEM) to identify any existing projects in need of engineering support and/or planning assistance. This coordination effort will assure that previous requests made through TDEM in the Regions are advanced where the resource need is an applicable project type under this funding effort.

To be considered eligible for award under this Solicitation, a Respondent must provide a detailed narrative in its Solicitation Response, demonstrating the experience and ability to perform all tasks listed in Section 2.1.2. Respondent must indicate if it intends to provide these services in-house, with existing staff, or through subcontracting or partnership arrangements.

2.1.2 Description of Services Requested and Project Deliverables

Phase 0: Kick-Off Meeting

A. Phase 0 Tasks

Provider shall perform, at a minimum, the following Phase 0 tasks, at the discretion of the GLO:

1. Participate in an in-person meeting with the GLO, GLO Project Managers, GLO-designated partners and contractors, and other selected Providers to discuss:
 - a) standardization of data collected during the Project studies;
 - b) selection of models for flood modeling (e.g. HEC-RAS, HEC-HMS, Hazus, and ADCIRC);
 - c) expectations for deliverables that can be compared/analyzed across each Region; and
 - d) coordination of outreach amongst Providers.

B. Phase 0 Deliverables

1. Written feedback from meeting with the GLO for integration into the overall Project plan.

C. Phase 0 Timeline

Phase 0 is estimated to be completed no later than one (1) month following the effective date of Provider's contract.

Phase 1A: Federal, State, Regional and Local Partner Outreach & Assessment

Provider shall identify and collaborate with federal, state, regional, local, and non-governmental partners within the Region to promote partnership, community/capacity building, and skills transfer. Local and regional authorities will include, but not be limited to, elected officials, emergency managers, community managers and planners, infrastructure managers, and flood plan administrators.

NOTE: Houston and Harris County will be treated as regional stakeholders only and this Project will not develop plans exclusively within these areas.

Phase 1A will be conducted simultaneously with Phase 1B.

A. Phase 1A Tasks

Provider shall perform, at a minimum, the following Phase 1A tasks, at the discretion of the GLO:

1. Conduct local partner/community assessments focused on the identification of available local resources and alignment opportunities. In performing the assessments, Provider shall:
 - a) identify all local, regional, non-governmental, and academic partners (others as available/identified) whose interests intersect with the Project study's focus on water resources, infrastructure, and community planning;
 - b) conduct SWOT (strength, weakness, opportunity, threat) analysis with communities, when possible, to identify disaster threats and opportunities to mitigate against future disasters;
 - c) distinguish and categorize community needs that arise during interactions and identify current and future disaster recovery projects;
 - d) detail descriptions of the communities' visions related to future flood resiliency projects;
 - e) detect gaps in available resources and local training needs across the communities; and

- f) detail locally available resources (academic, non-governmental, river authorities, councils of government, etc.) that may provide relief for resource constraints.
2. Provider shall coordinate with all pertinent federal, state, regional, and local authorities to:
 - a) identify local structural and non-structural flood mitigation needs;
 - b) ascertain current level of flood awareness/communication;
 - c) identify resource and knowledge gaps and opportunities; and
 - d) compile list of on-going/planned training sessions within the basin across federal, state, regional, and local partners related to structural/non-structural flood mitigation.
3. Identify the local communities' needs for existing state and federal resources and identify resources to accommodate their concerns. All communications efforts should focus on identifying local needs, identifying available resources, and assisting the communities in accessing those resources.
4. Compile information for inclusion in the Texas Disaster Information System (TDIS) in accordance with TDIS data standards.
5. Develop and submit to the GLO for approval a communications plan to facilitate communications needs identified in this Phase 1A. The communication plan shall develop strategies and tactics to support local mitigation needs identified and shall, at a minimum:
 - a) identify project, message or resource delivery;
 - b) target the community and "actions" expected from the community as a result of the effort;
 - c) target audience (i.e. federal, state, regional, and local officials and governmental stakeholders) and other parties (i.e. river authorities, drainage districts, etc.);
 - d) develop outreach reporting procedures to include performance measures to identify high impact communication strategies; and
 - e) develop communication tools and templates for use during outreach activities (press releases, flyers, etc.). Provider shall work

collaboratively with the GLO Project Manager and GLO vendors to standardize outreach tools and templates.

6. Compile all identified regional and localized flood mitigation needs.

B. Phase 1A Deliverables

1. A GIS database submittal and map depicting governing authorities for each region (i.e. river authorities, drainage districts, councils of government, NGOs, academic entities with related subject matter expertise, etc.).
2. A GIS database submittal and map depicting flood mitigation needs, issues, and possible solutions.
3. One (1) communications plan, as described in Phase 1A, Task 5, including all prepared outreach templates and tools.
4. One (1) written report summarizing the results of Phase 1A outreach efforts, including, at a minimum:
 - a) copies of outreach materials used by Provider (e.g. flyers, press releases, news stories, etc.);
 - b) copies of all written and verbal correspondence relating to Phase 1A tasks and deliverables (e.g. emails and responses, call logs, etc.); and
 - c) provide GIS linkage and map for correspondence and inclusion into TDIS.

**After review and acceptance by the GLO, the report findings will be disseminated to the public via the GLO's Recovery website.*

C. Phase 1A Schedule/Timeline

Phase 1A is estimated to be completed no later than thirty (30) months following the effective date of Provider's contract.

Phase 1B: Federal, State, Regional, and Local Data Collection & Review

Provider shall develop a data collection strategy that maximizes cost effectiveness of data collection and validation. The efforts completed in Phase 1B shall not create duplicative data that is already available. It is expected that significant amounts of data will be collected and organized to enhance model accuracy and dependency.

A. Phase 1B Tasks

Provider shall perform, at a minimum, the following Phase 1B tasks, at the GLO's discretion:

1. Perform a literature review of all relevant previous flood studies conducted within the Region.
2. Perform a review of available Base Level Engineering (BLE) modeling efforts, with an understanding of on-going and pending BLE study areas. Coordination with FEMA Region 6 and TWDB (FEMA CTP) may be periodically required.
3. Collect and analyze relevant data available for the Region, including, but not limited to:
 - a) existing topographic and GIS data pertinent to the Region;
 - b) coding, zoning, and permitting zones and restrictions;
 - c) regional data and documentation available through and collected by universities and planning agencies; and
 - d) regional data and documentation collected by identified governmental stakeholders (including FEMA, NOAA, USACE, and USGS) and respective drainage districts (e.g. digital terrain data, hydrology and hydraulic data, etc.) based on Provider's outreach results in Phase 1A.
4. Participate in a data collection, storage, and interaction strategy workgroup, led by GLO and TDIS, adjacent to this technical support effort. This workgroup will collaborate to identify valuable data sources and items necessary for recovery effort support to promote cross-collaboration among stakeholders. The workgroup will identify long-term data source partners that will require future updates and/or data-sharing agreements, and coordinate efforts with TDIS.

At a minimum, the strategy prepared by the workgroup will address:

- a) data standards and formats, including security measures;
- b) key data-sharing agreements; and
- c) recommendations for optimal data collection.

5. Gather data in accordance with TDIS architecture and coordinate with TDIS to prepare an organized database of gathered data for use by the GLO, other governmental entities, and the public.

NOTE: Provider may need to house collected data in own database until TDIS is configured. Provider shall not postpone efforts to collect community needs information until the TDIS platform is finalized.

6. Compile project-specific data identified by communities to address available and future resources for inclusion in the TDIS.
7. Submit technical action plans to progress actionable local projects that include, but are not limited to:
 - a) identification of structural/non-structural projects requiring engineering modeling and technical support for alternatives and proposed approach to reduce flood risk;
 - b) identification of current modeling available within the vicinity of the identified project. Providers shall include an assessment of the modeling available;
 - c) identification of the required engineering to support local community flood mitigation decision making (e.g. refined hydrologic analysis to calibrate modeling, refined hydraulic analysis to include stream cross-sections and current structure, alternatives analysis to define number of alternatives to be modeled); and

NOTE: Provider shall select appropriate modeling detail based on local community technical assistance request (more detail provided in Phase 2 below).

- d) additional technical services, products, and model approaches required to support identified project and local decision-making effort, as informed by discussions held within this phase.
8. Research potential funding sources and collect data to include amounts available, funding source requirements, eligibility criteria, timeframes, and limitations.
9. Periodically conduct a data gap analysis to identify missing high impact data and develop strategies to obtain such data.

2. Phase 1B Deliverables

1. One (1) written comprehensive report of the methodologies used during Phase 1B.

**After review and acceptance by the GLO, the report findings will be disseminated to the public via the GLO's Recovery website.*

2. A regional data-sharing strategy to include identification of compiled data elements for incorporation and filing within TDIS.
3. Organized, accessible database(s) of gathered data for compilation, prepared in accordance with TDIS standards.
4. A GIS database submittal that is hyperlinked to the data collected under Phase 1B, Task 3, above.
5. Technical action plans for progressing actionable projects, as described in Phase 1B, Task 7.
6. One (1) written report of potential funding sources, including, but not limited to, funding amounts available, funding source requirements, eligibility criteria, funding timeframes, source limitations, and funding selection methodologies.

C. Phase 1B Schedule/Timeline

Phase 1B is estimated to be completed no later than thirty (30) months following the effective date of Provider's contract.

Phase 2: Modeling Development (Technical Services and Products)

Provider shall provide technical support and modeling efforts to build existing and future conditions to model structural and non-structural projects identified in Phases 1A and 1B.

A. Phase 2 Tasks

Provider shall perform, at a minimum, the following Phase 2 Tasks, at the discretion of the GLO:

1. Utilize identified and reviewed hydrologic and hydraulic models to build required models of existing conditions, conduct alternatives analysis, and propose structural and non-structural flood mitigation projects identified in Phases 1A and 1B.

- a) All models and set-ups must be built and calibrated in accordance with standards established by a technical advisor appointed by the GLO.
 - b) Models shall be constructed to promote reuse and further refinement and update (i.e. equipped to be updated for future events).
 - c) Provider shall maintain technical accuracy requirements and assure that the correct model detail level is used for the local community request (i.e. community prioritization of structures for upgrade may be supported by a limited detail modeling, compilation of alternatives may use a mixture of detailed study for the existing conditions modeling and limited detailed modeling for alternatives analysis, while identified culvert replacement will use more detailed analysis to determine adequate culvert/bridge replacement).
2. Perform the technical services, products, and model approaches identified in the approved technical action plan for each project area. Apply appropriate level of detail to modeling based on the technical support.
 3. Perform internal QA/QC of modeling efforts prepared in Phase 2.
 4. Review and incorporate comments received from GLO-designated subject matter experts relating to Provider's modeling efforts (or document why certain comments were omitted).
 5. Develop models to provide technical support that may include:
 - a) compilation of technical data, materials/exhibits/analysis and support for update of local hazard mitigation plans (flood profile, vulnerability assessment, refined Hazus run, etc.);
 - b) analysis of various mitigation projects (local acquisition/evacuation, with local channelization, bridge replacement, drainage reservoir addition, etc.) to evaluate collective advantages of numerous small mitigation actions for Harvey-impacted communities;
 - c) preparation of flood inundation model libraries (in accordance with InFRM submittal guidance);
 - d) identification of critical channel acquisition and/or riparian corridors based on high frequency flood flow, regional retention/detention, reservoir release capacity needs and/or other locally identified investigation for mitigation alternatives;
 - e) assessment of existing stream crossings along stream corridor (existing modeling) and proposed replacement modeling compilation to assist

prioritization and optimization of recovery dollars and incremental delivery at local level; and

- f) analysis of emergency action planning, including, but not limited to, inundation areas, route identification, and evacuation timing.

B. Phase 2 Deliverables

1. All modeling scenarios, supplemental set-up files, and calibration documentation created/utilized during performance of Phase 2 tasks, as described above. Models provided as stream length models shall be maintained as such. Models and corresponding files and information shall remain the property of the GLO for future use. All modeling submittals should include the following:
 - a) all model files and results (including run files, diagnostic files, input and output files, etc.) and result materials;
 - Providers shall include documentation of source materials and engineering judgment within the model files when possible.
 - b) any source GIS files used to create or prepare modeling, with variables for modeling analysis identified;
 - c) any as-built and/or field survey notes and materials assessed and included in modeling efforts;
 - d) inventory files identifying all model items delivered; and
 - e) documentation of engineering assessments and coordination with local technical entities for validation of variable selections, where possible.
2. If technical assistance is provided to assist local communities in decision-making and further project identification, Provider shall deliver to the GLO:
 - a) all data compiled for analysis, including exhibits, presentation materials and meeting materials; and
 - b) documentation to overview assessment approach, inputs, and findings of Provider's efforts.

C. Phase 2 Schedule/Timeline

1. Phase 2 efforts will be delivered incrementally to support and progress as many locally identified structural and non-structural projects as possible.

2. Phase 2 may begin once Provider has actionable information from Phases 1A/1B.
3. Timelines for different Project efforts may be established in the approved, applicable technical action plans; however, all Phase 2 tasks and deliverables must be completed no later forty-two (42) months following execution of Provider's contract.

Phase 3: Alternatives Analysis

Once technical data has identified local community decisions and projects for implementation, Provider will support finalizing the alternatives analysis narrative for submittals and cost-benefit analysis for structural and non-structural projects that are locally supported and actionable. The objective of this task is to compile required supporting documentation outlined for future recovery and mitigation funding.

A. Phase 3 Tasks

Provider shall perform, at a minimum, the following Phase 3 tasks, at the discretion of the GLO:

1. Identify potential funding sources for identified local projects and screen projects for funding eligibility.
 - a) For projects requiring detailed cost-benefit analysis, coordinate with the potential funding source administrator (e.g. USACE, FEMA, TWDB, TxDOT).
 - b) Dependent upon the analysis methodology, future population growth and low- to moderate-income classification may be included in the project eligibility analysis.
2. For regional and localized studies identified during Phase 1A and approved by the GLO, insert mitigation proposals (i.e. coding and zoning changes, structural interventions, etc.) into the flood models developed and tested in Phase 2.
3. Use modeling results to develop alternatives analysis that must, at a minimum:
 - a) provide feedback regarding the feasibility and prudence of each alternative;

- b) include the estimate of costs and benefits at a level of detail sufficient for the communities to roughly compare options among recommended solutions; and
- c) identify potential funding sources and cost-sharing agreements for mitigation and strategy implementation.

B. Phase 3 Deliverables

1. One (1) written report itemizing the alternatives analysis for the mitigation proposals and projects prepared in Phase 3, including a list of potential funding sources.
2. All data, tools, and models used to complete the alternatives analysis integrated into TDIS.

C. Phase 3 Schedule/Timeline

1. Phase 3 may begin once Provider has actionable information from Phase 2.
2. Phase 3 is estimated to be completed no later than forty-two (42) months following the effective date of the Provider's contract.

Phase 4: Recommendations and Pursuit of Additional Funds

Provider shall make recommendations for regional stakeholders concerning sources of additional disaster recovery funding and improvements in coding, zoning, permitting, and provide technical assistance to these communities to secure future funding.

A. Phase 4 Tasks

Provider shall perform, at a minimum, the following Phase 4 tasks, at the discretion of the GLO:

1. Assist TDIS in the development of tools, templates, and applications to effectively convey the gathered information to the emergency management community; other federal, state, or local agencies; political entities; and the public. All tools, templates and documents created are to be provided to GLO and will be owned by GLO at the end of the contract.
2. Conduct public outreach meetings throughout the Region (at a minimum, one meeting for every two counties) to increase awareness and gather final community comments for the Project study. Provider shall:

- a) present study findings and recommendations to previously identified stakeholders (i.e. other government agencies); and
 - b) demonstrate the capabilities of TDIS to the communities.
3. Utilizing the alternative analysis results developed in Phase 3 and comments from public meetings conducted in Phase 4, prepare a final written report for the larger regional study and additional reports for any localized studies completed, as approved by GLO. At a minimum, each report shall include:
- a) a summary of results from Phases 1 – 3;
 - b) recommendations for strategies in the following categories:
 - structural improvements;
 - coding practices, zoning practices, and state statute;
 - natural and nature-based features with Engineering-with-Nature (EwN) principles;
 - regional communication and flood control strategies; and
 - additional funding opportunities;
 - c) identification of local communities that would benefit from training and/or technical assistance for disaster recovery planning; and
 - d) outreach meeting summaries and compiled public comments.
4. Provide necessary technical assistance to assist communities in exploring and applying for additional funding sources to secure adequate funding for intended projects.

B. Phase 4 Deliverables

1. One (1) written final report for the regional Project study, as described in Phase 4, Task 3.
2. A written report for each localized study performed, as requested by the GLO Project Manager.
3. Oral presentations to present study findings to local stakeholders, as described in Phase 4, Task 2.
4. All utilized public meeting materials, including public comment forms and sign-in sheets.

5. Copies of applications for additional funding prepared and submitted by local stakeholders.
6. Any supplemental materials used to enhance communication of study results.
7. Technical assistance for application support, as described in Phase 4, Task 4.
8. All communication templates, tools, and applications as described in Phase 4, Task 1, in formats designated by the GLO.

C. Phase 4 Schedule/Timeline

Phase 4 is estimated to be completed within forty-eight (48) months following the effective date of Provider's contract.

Ongoing Project Deliverables

1. Attendance at biweekly in-person or teleconference meetings, as requested by the GLO, to discuss Project status, significant issues, research conducted, and items that need to be addressed.
2. Monthly written reports detailing Project status, significant issues, research conducted, and any other items that need to be addressed.

2.2. PROVISION OF LABOR, MATERIALS, AND TIME

Solicitation Responses must incorporate the cost of all labor, materials, tools, supplies, equipment, personnel, overhead, and profit, including, but not limited to, travel expenses, insurance, associated costs, and incidental costs necessary to provide the comprehensive services specified herein, according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation.

2.3. CONTRACT AND TERM

The GLO intends to award one contract for the services solicited herein for each of the three identified regions. Any contract resulting from this Solicitation shall be effective as of contract execution and shall terminate on May 31, 2024. The GLO, at its own discretion, may extend the contract, subject to terms and conditions mutually agreeable to both Parties.

The selected Provider will be bound to the specific terms and conditions found in the *Sample Contract*, **Exhibit C**. These terms and conditions are subject to change prior to the execution of any contract that may result from this Solicitation.

2.4. **AUDIT**

Provider(s) must maintain accurate accounting records and other evidence pertaining to costs incurred in providing services. Provider(s) shall make such records and evidence available to GLO and state and federal auditors at all times during the contract period and for three (3) years after the date of grant closeout for any particular CDBG-DR allocation.

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ARTICLE III. ADMINISTRATIVE INFORMATION

3. SCHEDULE OF EVENTS

EVENT	DATE/TIME
Issue Solicitation	December 11, 2019
Pre-Submittal Conference	January 6, 2020 1:00 PM CT
Deadline for Submitting Questions	January 7, 2020 5:00 PM CT
Anticipated Release Date of GLO's Responses to Questions	January 14, 2020
Deadline for Submission of Solicitation Responses	February 10, 2020 at 2:00 PM CT
Evaluation Period	February 11, 2020 to March 9, 2020
Selection and Award Notice	March 10, 2020
Contract Formation, Negotiation, and Execution	March 12, 2020 to March 31, 2020
Deadline for Insurance	Prior to commencing work

NOTE: These dates represent a tentative schedule of events. The GLO reserves the right to modify these dates at any time prior to the deadline for submission of Solicitation Responses upon notice posted on the Electronic State Business Daily (ESBD) website at: <http://www.txsmartbuy.com/sp>. Please search under Agency Code 305. Any modification of dates after the deadline for submission of Solicitation Responses will not be posted.

3.2. INQUIRIES

3.2.1 Contact

All requests, questions, or other communications about this Solicitation shall be made **in writing** to the GLO's Purchasing Department, addressed to the person listed below.

Name Mahsa Azadi, CTPM
Address 1700 N. Congress Ave., Austin, Texas 78701
Phone 800-998-4456 or 512-475-4141
Email Mahsa.Azadi@GLO.Texas.Gov

Notwithstanding the above, Respondents may direct questions about the state's Historically Underutilized Businesses (HUB) Program or HUB Subcontracting Plans (HSPs) to the GLO HUB Team contacts listed in section 5.5 of this Solicitation.

3.2.2 Clarifications

The GLO will allow written requests for clarification of this Solicitation. Questions may be e-mailed to the point-of-contact listed in Section 3.2.1 above. Respondents' names shall be removed from questions in the responses released. Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a) Identifying Solicitation number
- b) Section number
- c) Paragraph number
- d) Page number
- e) Text of passage being questioned
- f) Question

NOTE: The deadline for submitting questions is noted in Section 3.1 above. Please provide company name, address, phone number, e-mail address, and name of contact person when submitting questions.

3.2.3 Responses

All accepted questions will result in written responses with copies posted to the ESBD at: <http://www.txsmartbuy.com/sp>. Responses shall be posted as an Addendum to the Solicitation. It is Respondent's responsibility to check the ESBD for updated responses.

3.2.4 Prohibited Communications

On issuance of this Solicitation, except for the written inquiries described in Section 3.2.1 above, the GLO, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Failure to observe this restriction may disqualify the Respondent. Respondent shall rely only on written statements issued through or by the GLO's purchasing staff. This restriction does not preclude discussions

between affected parties for the purposes of conducting business unrelated to this Solicitation.

3.2.5 Pre-Submittal Conference (Optional)

The GLO will conduct an optional pre-submittal conference on January 6, 2020 at 1:00 PM Central Time in Room 170 of the Stephen F. Austin Building, located at 1700 N. Congress Avenue, Austin, Texas 78701. All Respondents and potential subcontractors are highly encouraged to attend; however, the conference is not mandatory, and Respondents shall not be penalized for failure to attend. The agenda and attendance list for the conference shall be posted to the ESBD as part of an official Addendum to the Solicitation.

Conference attendees may park at the Bob Bullock State History Museum parking garage, located at 1800 Congress Ave, Austin, Texas 78701 for a fee.

3.3. SOLICITATION RESPONSE COMPOSITION

3.3.1 General Requirements

Respondent shall complete and upload the documents listed below to the Dropbox™ URL in Section 3.4.3:

- a) One proposal, including all documents requested in Part 1 of the *Submission Checklist*, submitted as one Portable Document Format (.pdf) file titled **“RFQ-X0017667-MA_(Respondent name)_Part 1”**;
- b) One HUB subcontracting plan, submitted as one .pdf file titled **“RFQ-X0017667-MA_(Respondent name)_Part 2”**;
- c) One Annual Report (if applicable), submitted as one .pdf file titled **“RFQ-X0017667-MA_(Respondent name)_Part 3”**; and
- d) One Financial Statement Components Worksheet, submitted as one Excel file titled **“RFQ-X0017667-MA_(Respondent name)_Part 4”**.

Respondent shall prepare a clear and concise Solicitation Response that focuses on the instructions and requirements of the Solicitation. Respondent is responsible for all costs related to the preparation of their Solicitation Response.

Any terms and conditions attached to a Solicitation Response not specifically referred to in this RFQ will not be considered and may result in disqualification.

3.3.2 Solicitation Response Format

For ease of evaluation, the Solicitation Response shall be presented in a format that corresponds to the order requested in Article VII, *Submission Checklist*. Responses to each section and subsection shall be labeled clearly to indicate the item being addressed. Exceptions to this will be considered during the evaluation process.

3.3.3 Page Limit and Supporting Documentation

Solicitation Responses shall not exceed 25 pages in length. **Exhibit A**, *General Affirmations and Solicitation Acceptance*; **Exhibit B**, *Federal Affirmations*, signed acknowledgments of addenda; résumés; annual report; HUB subcontracting plan, and Financial Statement Components Worksheet are considered supporting documentation and are not included in the 25-page limit. The Solicitation Response should be formatted using 12-point or larger font, except for charts, graphs, or other graphical representations of data.

3.4. SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.4.1 Deadline

Solicitation Responses must be received at the Box.com™ URL in Section 3.4.3 no later than as specified in Section 3.1. Respondents may submit their Solicitation Responses any time prior to that deadline. Box.com™ shall time stamp all uploaded Solicitation Responses; any other documentation of timely submission in lieu of the Box.com™ time stamp WILL NOT be accepted.

3.4.2 Labeling

Each file uploaded to Box.com™ shall be labeled as specified in Section 3.3.1 above.

3.4.3 Delivery

Respondents must upload Solicitation Responses to the following Box.com™ URL:

[Click here to upload files to Box.com](#)

The GLO shall not accept Solicitation Responses submitted by any other means. Please contact the point-of-contact listed in section 3.2.1 above for assistance with Box.com™.

3.4.4 Alterations, Modifications, and Withdrawals

Solicitation Responses may be modified, altered, or withdrawn by e-mailing the point-of-contact listed in Section 3.2.1 above, provided such notice is received prior to the deadline for submission of Solicitation Responses.

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ARTICLE IV. SOLICITATION RESPONSE EVALUATION & AWARD PROCESS

4.1. EVALUATION CRITERIA

4.1.1 Conformance with State Law

Solicitation Responses shall be evaluated in accordance with Chapters 2155-2156 of the Texas Government Code, and other applicable Texas laws and regulations. The GLO shall not be obligated to accept the lowest priced proposal but shall make an award to the Respondent that provides the “Best Value” to the State of Texas.

4.1.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, upon a unanimous decision of the selected evaluation committee, Solicitation Responses that are determined to be unrealistic in terms of technical commitment, show a lack of technical competence, or indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

Respondents shall submit a summary (not to exceed two pages) that provides specific support for meeting the minimum qualifications outlined in this Section. This summary can specifically state how the Respondent meets each minimum qualification or can direct the evaluators to the appropriate section of the Solicitation Response that provides support for the Respondent satisfying each minimum qualification.

Within the submittal, respondents shall identify their qualifications and experience with the following minimum qualifications:

A. Company Requirements:

- 1) Respondent must be financially solvent and adequately capitalized, as demonstrated by the Annual Report requested in Article V of this Solicitation.

B. Licensure Requirements:

- 1) Respondent team must include a licensed professional (survey, engineers, etc.), in good standing with State of Texas licensing board.
- 2) Respondent team must include a licensed Project Management Professional (PMP).

C. Technical Requirements:

- 1) Understanding of Hydrology and varied Hydrologic analysis approaches.

- 2) Hydraulic Modeling and use of modeling software (HEC, Riverware, ADCIRC).
- 3) Loss Estimation (Hazus and Site-Specific Methodologies).
- 4) Demonstrated experience with large-scale public outreach.

4.1.3 Preferred Qualifications

- 1) Demonstrated experience in developing tools and models that convey complex data in a user-friendly format.
- 2) Respondent should demonstrate experience to provide comprehensive planning services for flood risk reduction and other natural hazards.
- 3) Support for local and regional mitigation efforts – providing recommendations on the most impactful mitigation strategies for natural disasters, like floods.
- 4) Experience in modeling large, complex watersheds in Texas.
- 5) Demonstrated project management experience in coordinating technical oversight and outreach activities.
- 6) Demonstrated capabilities in conducting various forms of infrastructure cost/benefit analysis and economic impacts.

4.1.4 Selection Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria:

- 4.1.4.1 Demonstrated project management competencies and experience, (30%);
- 4.1.4.2 Demonstrated engineering team technical competencies and experience (25%);
- 4.1.4.3 Demonstrated outreach team capabilities and experience (25%);
- 4.1.4.4 Demonstrated experience with disaster recovery funding sources (10%);
and

4.1.4.5 Overall responsiveness, clarity, and organization of the Solicitation Response (10%).

The GLO will also review the Texas Comptroller of Public Accounts Vendor Performance Tracking System to verify vendor performance on other State contracts. This information may be used to:

- a) Identify vendors that have exceptional performance;
- b) Aid purchasers in making a best value determination based on vendor past performance; and
- c) Protect the state from vendors with unethical business practices.

NOTE: To clarify any response, the Solicitation evaluation committee may contact references provided in response to this Solicitation, contact Respondent's clients, or solicit information from any available source concerning any aspect of the Solicitation deemed pertinent to the evaluation process.

4.2. INTERVIEWS

The GLO may require interviews with any or all Respondents. Respondents will be provided with notice of any such interview and are responsible for their own presentation equipment. If oral interviews are conducted, the interviews will be evaluated and scored for a possible 20 points. Failure to participate in the requested presentation may eliminate a Respondent from further consideration. The GLO is not responsible for any costs incurred by the Respondent in preparation for the oral presentation.

4.3. CONTRACT AWARD

It is the intent of the GLO to award three (3) separate contracts, each in the amount of \$25 million, to the top three (3) respondents to provide services under this Solicitation. An award notice will be sent to the selected Respondent(s). Selected respondents will only be awarded one contract to serve the regions specified in Section 1.1. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Chief Clerk of the GLO. Negotiations shall be confidential and not subject to disclosure to competing Respondents unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the GLO, may negotiate a contract with the next highest scoring Respondent or may withdraw this Solicitation.

NOTE: Solicitation Responses are subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and will be withheld from or released to the public only in accordance therewith.

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ARTICLE V. REQUIRED RESPONDENT INFORMATION

5.1. RESPONDENT INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified products or services on time. In accordance with this requirement, Respondent shall provide the following information:

5.1.1 Company Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Article II, focusing on its company's key strengths and competitive advantages.

5.1.2 Company Profile (Institutes of higher education: respond only to subsection e)

Provide a company profile to include:

- a) The company ownership structure (e.g., corporation, partnership, LLC, sole proprietorship, etc.), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and as a graphical representation*). If Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent's ownership. Finally, please provide your proposed operating structure for the services requested under this Solicitation and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them;
- b) The year the company was founded and/or legally organized. If organized as a business entity other than a sole proprietorship (e.g., corporation, LLC, LLP, etc.), please indicate the type of entity, the state under whose laws the company is organized and the date of organization;
- c) The location of your company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation, including subcontractors;
- d) The number of employees in your company, both locally and nationally, and the location(s) from which employees may be assigned, excluding subcontractors;
- e) The name, title, mailing address, e-mail address, and telephone number of Respondent's point of contact for any resulting contract under this Solicitation; and

- f) Indicate whether your company has ever been engaged under a contract by any Texas state agency. If “Yes,” specify when, for what duties, and for which agency.

NOTE: A Respondent that is not organized under the laws of the state of Texas must register with the Texas Secretary of State before it may transact business in Texas. Respondent must provide proof of registration before the GLO may award a contract under this Solicitation.

5.1.3 Key Staffing Profile

Respondent must provide a key staffing profile and résumés for key staff that will be responsible for the performance of the services requested under this Solicitation.

“Key staff” is defined as experienced, professional and/or technical personnel who will have major responsibilities under a contract and/or provide unusual or unique expertise essential for successful completion of the work performed. Provider shall ensure key staff remain available for the entire term of a contract. If key staff become unavailable for work, Provider shall promptly notify the GLO and assign alternative staff of equal ability and qualifications. The GLO reserves the right to approve changes to key staff.

Staff members listed in the Key Staffing Profile who are independent contractors, and not employees, of Respondent may also qualify as subcontractor. Please evaluate your Key Staffing Profile and HUB Subcontracting Plan accordingly.

5.2. REFERENCES

Respondent shall provide a minimum of three (3) **non-GLO** references for projects of similar type and size performed within the last three years, preferably for state and/or local government entities. The GLO reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

Respondent must verify current contacts. Information provided shall include:

- a) Client name;
- b) Project description;
- c) Total dollar amount of project;
- d) Key staff assigned to the referenced project that will be designated for work under this Solicitation; and
- e) Client project manager name, telephone number, and e-mail address.

The GLO checks references by e-mail. Respondents who do not provide accurate e-mail addresses waive the right to have those references considered in the evaluation of their Solicitation Responses.

5.3. MAJOR SUBCONTRACTOR INFORMATION

In addition to the requirements of Article II, Respondent must identify any major subcontractors whom Respondent intends to utilize in performing 15% or more of the work. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent's obligations under any contract awarded pursuant to this Solicitation.

Any major subcontractor Respondent intends to utilize in performance of the work must also be included in the Respondent's HUB Subcontracting Plan. If a major subcontractor will not be utilized, Respondent shall so indicate in the appropriate section of the Solicitation Response.

5.4. LITIGATION HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract it has engaged in. In addition, Respondent must disclose any civil or criminal litigation or investigation pending at any time during the last three years that involves Respondent or in which Respondent has been judged guilty or liable. For each instance of litigation or investigation, Respondent shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Respondent or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Respondent's involvement (e.g., settled, dismissed, judgment entered, etc.). Failure to comply with the terms of this provision may disqualify any Respondent. Solicitation Responses may be rejected based upon Respondent's prior history with the state of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

If Respondent has no litigation history, as described above, Respondent shall so indicate in the appropriate section of the Solicitation Response.

5.5. HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

5.6.1 Introduction

The GLO is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. The GLO encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. Pursuant to Texas Government Code

§2161.181 and §2161.182, and the GLO's HUB policy and rules, the GLO makes a good-faith effort to increase HUB participation in its contracts. The GLO does this by contracting directly with HUBs or indirectly through subcontracting.

The State of Texas HUB Subcontracting Plan form is included with this Solicitation as **Exhibit D**. **A Solicitation Response that does not contain a HUB Subcontracting Plan (HSP) is not responsive and will be rejected without further evaluation.** A Solicitation Response will also be rejected if the GLO determines that the HSP was not developed in good faith.

Please refer to the cover letter included with **Exhibit D** for specific instructions for locating potential HUB subcontractors utilizing the state's Centralized Master Bidders List/HUB Database (CMBL).

5.6.2 GLO HUB Team Contacts

Respondents may request courtesy reviews of HSPs and direct questions about HSPs or the HUB program to the HUB outreach staff listed below. All other questions about this Solicitation must be directed to the single point of contact listed in section 3.2.1.

Daphne Grantham
Daphne.Grantham@GLO.Texas.Gov
512.463.5194

5.6.3 Post-award HSP Requirements

The GLO shall review and evaluate each HSP prior to contract award and, if accepted, the finalized HSP shall become part of each selected Provider's contract. After contract award, the GLO will coordinate post-award meetings with the selected Providers to discuss HSP reporting requirements. The selected Providers must maintain business records documenting compliance with their HSPs and must submit monthly subcontracting reports to the GLO by completing the HUB Prime Contractor Progress Assessment Report. This monthly report is required as a condition for payment to report to the GLO the identity of and the amount paid to all subcontractors. HUB Progress Assessment Reports will be sent to: hub@glo.texas.gov.

As a condition of award, a selected Provider is required to send a notification to all selected subcontractors identified in the accepted/approved HSP. A copy of the notification must be provided to the HUB Program Office at hub@glo.texas.gov within ten (10) days of the contract award.

Provider shall obtain prior written approval from the GLO before making any changes to the HSP. Proposed changes must comply with the HUB Program good-faith effort requirements relating to the development and submission of an HSP. The requirements for an HSP change request will be covered in the post-award meeting.

Failure to meet the HSP post-award requirements will constitute a breach of contract and will be subject to remedial actions. The GLO may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program (see 34 TAC §20.585 relating to Debarment and 34 TAC §20.586 relating to Procedures for Investigations and Debarment).

5.6.4 Compliance with Federal Requirements

Compliance with this Section 5.5 corresponds to a UGLG's required compliance with the "contracting with small and minority businesses, women's business enterprises, and labor surplus area firms" requirement found at 2 CFR § 200.321.

5.6. CONFLICTS

Respondent must disclose any potential conflict of interest it may have in providing the services described in this Solicitation, including all existing or prior arrangements. Please include any activities of affiliated or parent organizations and individuals who may be assigned to manage this account. If Respondent has no conflicts, as described above, Respondent shall so indicate in the appropriate section of the Solicitation Response.

5.7. ANNUAL REPORT

If Respondent is an entity that is required to prepare audited financial statements, Respondent shall submit an annual report that includes:

- a) Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- b) If applicable, last two years of consolidated statements for any holding companies or affiliates;
- c) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- d) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract.

If Respondent is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Respondent shall submit an annual report that includes:

- a) Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- b) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract;

OR

- d) Other financial information sufficient for the GLO, in its sole judgement, to determine if Respondent is financially solvent and adequately capitalized.

Respondent shall also complete and submit the Financial Statement Components Worksheet, posted to the ESD as an Excel workbook (.xlsx format). Any Respondent that fails to comply with this Section 5.7 or that is not financially solvent or adequately capitalized, as determined by the GLO's Procurement Financial Analysis process, as affirmed by the GLO Chief Financial Officer, shall be deemed to not have met the minimum qualification stated in Section 4.1.2 of this Solicitation.

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ARTICLE VI. TERMS, CONDITIONS AND EXCEPTIONS

6.1 GENERAL CONDITIONS

6.1.1 Amendment

The GLO reserves the right to alter, amend, or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to the award, if it is in the best interest of the GLO.

6.1.2 Informalities and Irregularities in Solicitation Responses

The GLO reserves the right to waive minor informalities and irregularities in any Solicitation Response received.

6.1.3 Rejection

The GLO reserves the right to reject any or all Solicitation Responses received prior to contract award.

6.1.4 Irregularities in Solicitation

Any irregularities or lack of clarity in this Solicitation should be brought to the attention of the point-of-contact listed in Section 3.2.1 as soon as possible so that corrective addenda may be furnished to prospective Respondents via the ESBDD.

6.1.5 Offer Period

Solicitation Responses shall be binding for a period of 120 days after they are opened. Respondents may extend the time for which their Solicitation Response will be honored. Upon contract execution, prices agreed upon by the Respondent are an irrevocable offer for the term of the contract and any contract extension(s). No other costs, rates, or fees shall be payable to the Respondent unless expressly agreed upon in writing by the GLO.

6.1.6 Open Records

The GLO is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Texas Government Code. The Solicitation Response and other information submitted to the GLO by the Respondent are subject to release as public information. The Solicitation Response and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Solicitation Response or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure of that

information in the PIA. Merely making a blanket claim that the entire Solicitation Response is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Solicitation Response subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Solicitation Response the Respondent considers proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA, except as provided by law.

Respondents are required to make any information created or exchanged with the state pursuant to this solicitation and any contract that may result from this solicitation, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

Information related to the performance of this contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Respondent shall make any information created or exchanged with the state/GLO, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to the state/GLO. Respondent shall make any information required under the PIA available to the GLO in Portable Document Format (PDF) or any other format agreed between the parties. The original copy of each Solicitation Response shall be retained in the official files of the agency as a public record.

Solicitation Responses and all other documents associated with this Solicitation will be withheld or released upon written request only in accordance with the PIA. To the extent that a Respondent wishes to prevent the disclosure of portions of its Solicitation Response to the public, Respondent shall demonstrate the applicability of any exception to disclosure provided under the PIA in accordance with the procedures prescribed by the PIA. Respondent may clearly label individual documents "confidential" or "trade secret" to demonstrate that it believes certain information is excepted from disclosure and may legally be withheld from the public. Respondent thereby agrees to indemnify and defend the GLO for honoring such a designation. The failure of Respondent to clearly label such documents shall constitute a complete waiver of any and all claims for damages caused by the GLO's release of these records.

Pursuant to Texas Government Code Chapter 2261, any contract that results from this Solicitation, including selected Respondent's Solicitation Response, shall be posted to the GLO's website.

6.1.7 Contract Responsibility

Respondent shall be solely responsible for the performance of all contractual

obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its subcontractors.

6.1.8 Public Disclosure

Respondent will not advertise that it is doing business with the GLO or use a contract resulting from this Solicitation as a marketing or sales tool without prior written consent of the GLO. Furthermore, Respondent may not distribute or disclose this Solicitation to any other vendors or companies without permission from the GLO.

6.1.9 Remedies

All remedies available to the GLO for breach or anticipatory breach of any contract that results from this Solicitation are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, and/or injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

6.2. INSURANCE

6.2.1 Required Coverages

For the duration of any contract resulting from this Solicitation, Respondent shall acquire insurance with financially sound and reputable independent insurers, in the type and amount as follows:

6.2.1.1 Workers Compensation & Employers Liability

Provider must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Workers Compensation: Statutory Limits

Employers Liability: Each Accident \$1,000,000

Disease - Each Employee \$1,000,000

Disease - Policy Limit \$1,000,000

This website (coverage starts with 406 of the Labor code) addresses what Texas requires of Workers Compensation:

<http://www.tdi.texas.gov/wc/act/index.html>

6.2.1.2 Commercial General Liability: Occurrence based:

Bodily Injury and Property Damage

Each occurrence limit: \$1,000,000
Aggregate limit: \$2,000,000
Medical Expense each person: \$5,000
Personal Injury and Advertising Liability: \$1,000,000
Products / Completed Operations Aggregate Limit: \$2,000,000
Damage to Premises Rented to You: \$50,000

6.2.1.3 Commercial Automobile Liability – coverage of \$1,000,000 Combined Single Limit; and

6.2.1.4 Errors and Omissions – coverage of \$1,000,000 per occurrence.

The required coverage is to be with companies licensed in the state of Texas, with an “A” rating from A.M. Best, and authorized to provide the corresponding coverage.

Work on any contract shall not begin until after Respondent has submitted acceptable evidence of insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.

6.2.2 Alternative Insurability

Notwithstanding the preceding, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies customarily required. It will be Respondent’s responsibility to recommend to the GLO alternative methods of insuring the contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent’s inability to obtain the required insurance and/or bonds. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

6.3. PROTEST

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of a purchase contract may formally protest to the commissioner of the General Land Office in accordance with Title 31, Section 3.50 of the Texas Administrative Code.

6.4. CONTRACT TERMS AND SOLICITATION ACCEPTANCE

Exhibit C, *Sample Contract*, is the standard contract used by the GLO for services; please review the terms and conditions therein. The GLO reserves the right to negotiate final contract terms with any selected Respondent. The terms and conditions in **Exhibit C** are subject to change prior to the execution of any contract that may result from this Solicitation.

Execution of **Exhibit A** of this Solicitation, *General Affirmations and Solicitation Acceptance*, shall constitute an agreement to all terms and conditions specified in this Solicitation, including, but not limited to, **Exhibit B**, *Federal Affirmations*, and **Exhibit C**, *Sample Contract*, and all terms and conditions therein.

6.5. VENDOR PERFORMANCE REPORTING

The GLO is required by rule (34 TAC §20.509) to report vendor performance through the Vendor Performance Tracking System (“VPTS”). Additional information on this system can be found on the Texas Comptroller of Public Accounts website through this link: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

As of January 24, 2017, the VPTS reporting methodology was revised so that vendors are assigned a letter grade (A-F) rather than the historic satisfactory/unsatisfactory ratings. The report grades for historic reports will be displayed as “Legacy Satisfactory” or “Legacy Unsatisfactory.” New reports will be graded on the A-F scale as now required by statute. A Respondent’s past performance shall be measured in the VPTS by a letter grade that combines any historic ratings with ratings using the new letter grade system in the method described in [34 TAC §20.115](#).

The GLO is authorized to consider past performance when determining contract award as part of the “Best Value” standard, in compliance with applicable provisions of Texas Government Code §§2155.074, 2155.075 and 2156.125. The GLO may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the VPTS, the GLO may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the GLO, and any negative findings, as determined by the GLO, may result in non-award to the Respondent.

6.6. CERTIFICATE OF INTERESTED PARTIES

Pursuant to Section 2252.908 of the Texas Government Code, a state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295 Certificate of Interested Parties – “Form 1295”) to the state agency at the time of contracting.

To complete Form 1295, a business entity will visit the Texas Ethics Commission’s website and access the Form 1295 Certificate of Interested Parties Electronic Filing Application. An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. Form 1295, bearing the unique certification of filing number, must be filed with the Texas General Land Office. Form 1295 is not required at the time of submission of the Solicitation Response; the GLO shall request the form concurrent with issuance of a notice of contract award.

Additional information about Form 1295, including frequently asked questions and instructional videos for business entities, may be found on the Texas Ethics Commission's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

6.7. STATEMENTS OR ENTRIES

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001. Under penalties of 18 U.S.C. § 1001, the undersigned Provider representative hereby declares that he/she has examined this Solicitation and Solicitation Response, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Provider are, correct, accurate and complete.

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ARTICLE VII. SUBMISSION CHECKLIST

This checklist is provided for Respondent’s convenience only and identifies documents that must be submitted with this Solicitation to be considered responsive. Any Solicitation Responses received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION PACKAGE SHALL INCLUDE:

1. Part 1 – Proposal (one .pdf file)
2. Part 2 – HUB Subcontracting Plan (one .pdf file)
3. Part 3 – Annual Report (one .pdf file)
4. Part 4 – Financial Statement Components Worksheet (one .xlsx file)

PART 1 – PROPOSAL

Please present documents in the following order:

1. **Exhibit A**, General Affirmations and Solicitation Acceptance _____
 - If Respondent is a Corporation or other legal entity, attach a corporate resolution or other appropriate official documentation, which states that the person signing this Solicitation Response is an authorized person that can legally bind the corporation or entity.
 - Attach proof of registration with the Texas Secretary of State.
 - Attach a signed copy of IRS form W-9, Request for Taxpayer Identification Number and Certification.

2. **Exhibit B**, Federal Affirmations _____
3. Signed Acknowledgments of Addenda (if applicable) _____
4. Summary of Minimum Qualifications (Section 4.1.2) _____
5. Company Narrative (Section 5.1.1) _____
6. Company Profile (Section 5.1.2) _____
7. Key Staffing Profile (Section 5.1.3) _____
8. References (Section 5.3) _____
9. Major Subcontractor Information (Section 5.4) _____
If not applicable, please indicate in the proposal.
10. Litigation History (Section 5.5) _____
If not applicable, please indicate in the proposal.
11. Conflicts (Section 5.7) _____
If not applicable, please indicate in the proposal.

PART 2 – HUB SUBCONTRACTING PLAN

1. HUB Subcontracting Plan and supporting documents (Exhibit D) _____

PART 3 – ANNUAL REPORT (if applicable)

1. Annual Report (Section 5.8) _____

PART 4 – FINANCIAL STATEMENT COMPONENTS WORKSHEET

1. Financial Statement Components Worksheet (Section 5.8) _____

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EXHIBIT A. GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

Execution of this **Exhibit A**, constitutes an agreement to all terms and conditions in the Solicitation, including, without limitation, this **Exhibit A**. If Respondent fails to sign this **Exhibit A** or signs it with a false statement, Respondent's Solicitation Response and any resulting contract(s) shall be void. Respondent agrees without exception to the following general affirmations and acknowledges that any contract resulting from this Solicitation may be terminated and payment withheld if any of the following affirmations or certifications are inaccurate:

1. Respondent represents and warrants that all statements and information prepared and submitted in its Solicitation Response are current, complete, true, and accurate. Submitting a Solicitation Response with a false statement or making a material misrepresentation during the performance of a contract is a material breach of contract and may void the Solicitation Response and any resulting contract.
2. Pursuant to Section 2155.003 of the Texas Government Code, Respondent represents and warrants that it 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 Solicitation Response.
3. Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which its Solicitation Response is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in its Solicitation Response is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit a Respondent from providing free technical assistance.
4. Under the Texas Family Code, Section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Respondent] certifies that the individual or business entity named in this contract, bid, or application [Solicitation Response] is not ineligible to receive the specified grant, loan, or payment. The Solicitation Response must include the name and social security number of any individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. This information must be provided prior to execution of any contract resulting from this Solicitation.
5. The GLO is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The GLO will cross-reference Respondents/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies: 1) that Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, proposed debarment, or similar ineligibility or exclusion by any federal, state, or local governmental entity; 2) that Respondent is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>. This provision shall be included in its entirety in all subcontracts to contracts resulting from this Solicitation.
6. Respondent agrees that any payments due under any contract resulting from this Solicitation will be applied towards any debt or delinquency Respondent owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
7. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the date of the contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of a state agency.
8. If any contract resulting from this Solicitation is for services, Respondent shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in

performing service contracts.

9. Respondent shall retain in its records the Solicitation and its Solicitation Response and all documents related to this Solicitation or any contract resulting from this Solicitation. Unless a longer retention period is specified by applicable federal law or regulation, Respondent may destroy such records only after the seventh anniversary of the date: the contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Solicitation, Solicitation Response, contract, or related documents are resolved. Respondent acknowledges that the State has a right of access to information in Respondent's possession relating to State property and agrees to make such information reasonably available upon request of the GLO.
10. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract resulting from this Solicitation or indirectly through a subcontract under such contract. The acceptance of funds directly under such contract or indirectly through a subcontract under such contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through a contract and the requirement to cooperate is included in any subcontract it awards. Any contract resulting from this Solicitation may be amended unilaterally by the GLO to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
11. Respondent certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with any contract resulting from this Solicitation during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
12. The Respondent shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Respondent shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, disability, color, sex, religion, age, or national origin. Such action includes, but is not limited to: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Respondent shall post notices, setting forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Respondent shall include the above provisions in all subcontracts to any contract resulting from this Solicitation.
13. Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Solicitation Response to any competitor or any other person engaged in the same line of business as Respondent.
14. By signing this Solicitation Response, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a "Texas Bidder" as defined in Section 2155.444(c) of the Texas Government Code.
15. Respondent understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, GLO policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Respondents are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the GLO's Internal Audit Director at 512.463.8142 or DeQuincy.Adamson@glo.texas.gov.
16. Respondent certifies that it will comply with the federal Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Immigration Act of 1996 regarding employment, employment verification, and retention of verification forms of individuals who will prospectively perform work described in this proposal.
17. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Solicitation Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief from Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government

Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified contract and acknowledges that such contract may be terminated and payment withheld if this certification is inaccurate.

18. Respondent represents and warrants that it shall comply with the applicable provisions of and rules and regulations related to the Drug-Free Work Place Act of 1988 (41 U.S.C. §§ 8101-8106).
19. The Respondent represents that payment to the Respondent and the Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.
20. If the Solicitation is for completion of a "project" (as defined by Texas Government Code §2252.201) in which iron or steel products will be used, Respondent agrees any iron or steel product produced through a "manufacturing process" (as defined by Texas Government Code §2252.201) and used in the project shall be produced in the United States.
21. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to Respondent and any contract awarded to Respondent pursuant to this Solicitation, then Respondent verifies it does not boycott Israel and will not boycott Israel during the term of any contract awarded to Respondent pursuant to this Solicitation.
22. If Respondent is submitting a Solicitation Response for the purchase or lease of computer equipment, then Respondent certifies it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code, Chapter 328.
23. Upon the GLO's request, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
24. If the Solicitation is for consulting services, as defined in Texas Government Code Chapter 2254, in accordance with Section 2254.033 of the Texas Government Code, Respondent certifies it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the submission of the Solicitation Response or, in the alternative, Respondent has disclosed in its Solicitation Response the following: (i) the nature of the previous employment with the GLO or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
25. Respondent must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under any contract resulting from this Solicitation.
26. Any contract resulting from this Solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Respondent understands that all obligations of the GLO under a contract resulting from this Solicitation are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate such contract. Any contract resulting from this Solicitation shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
27. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
28. If any contract resulting from this Solicitation will be for professional or consulting services, as defined in Texas Government Code Chapter 2254, Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract.
29. Any contract resulting from this Solicitation shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
30. Respondent has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of any contract resulting from this Solicitation.
31. The GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as

interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material associated with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent shall make any information created or exchanged with the State pursuant to the Solicitation and any resulting contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

32. The person signing this Solicitation Response represents and warrants that he/she is duly authorized and legally empowered to submit this Solicitation Response, execute a contract on behalf of Respondent, and contractually bind the Respondent.
33. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants that any technology provided to the GLO for purchase under this Solicitation is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
34. If any contract resulting from this Solicitation is for the purchase or lease of covered television equipment as defined by Section 361.91(3) of the Texas Health and Safety Code, Respondent certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to a contract awarded under this Solicitation and Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Respondent, in its performance of a contract awarded under this Solicitation, has access to a state computer system or database, Respondent must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Respondent must complete the cybersecurity training program during the initial term of the contract and during any renewal period. If awarded a contract, Respondent must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Government Code, the Respondent certifies that the individual or business entity named in this bid (Solicitation Response) or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Check below if preference claimed under Title 34 Texas Administrative Code § 20.306.

- Supplies, materials, equipment, or services produced in Texas/offered by Texas bidders or Texas bidder that is owned by a service-disabled veteran
- Agricultural products produced/grown in Texas
- Agricultural products and services offered by Texas bidders
- Texas vegetation native to the region for landscaping purposes
- 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
- Covered television equipment
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products and services from economically depressed or blighted areas
- Products produced at facilities located on formerly contaminated property
- Vendors that meet or exceed air quality standards

- Paper containing recycled fibers
- Recycled Computer Equipment of other manufacturers
- Foods of Higher Nutritional Value
- Travel agents residing in Texas

I have read, understand, and agree to comply with the terms and conditions specified in this Solicitation Response. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

SIGNATURE PAGE FOLLOWS

RESPECTFULLY SUBMITTED:

**Authorized Signature of the person
authorized to bind Respondent to any
contract that may result from this
Solicitation¹**

Date

Printed Name and Title of Signatory

**Full Legal Name of Respondent's
company as registered with the Texas
Secretary of State, and as it should
appear on any Contract resulting from
this Solicitation²**

**Respondent's Taxpayer Identification
Number (must match W-9)³**

Telephone

Email

Address

City/State/Zip

¹ If Respondent is a Corporation or other legal entity, attach a corporate resolution or other appropriate official documentation, which states that the person signing this Solicitation Response is an authorized person that can legally bind the corporation or entity.

² Attach proof of registration with the Texas Secretary of State.

³ Attach a signed copy of IRS form W-9, Request for Taxpayer Identification Number and Certification.

EXHIBIT B. FEDERAL AFFIRMATIONS

FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Exhibit B**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension” Respondent understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination as applicable. These may include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental, or financing of housing against any person on the basis of race, color, religion, sex, national origin, familial status, or handicap;
- c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- e) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- f) Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which prohibits discrimination on the basis of race, color, national origin, disability, age, religion, and sex within community development programs or activities;

- g) Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), which prohibits genetic information discrimination in employment;
- h) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- i) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- j) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-2 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- k) Any other nondiscrimination provisions in the specific statute(s) or federal regulation(s) under which application for Federal assistance is being made; and
- l) The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Wages

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 C.F.R. Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

- b) Notification of violating facilities pursuant to EO 11738;
- c) Protection of wetlands pursuant to EO 11990;
- d) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

RESPECTFULLY SUBMITTED:

Authorized Signature: _____

Printed Name and Title: _____

Telephone: _____

Respondent’s Tax I.D.: _____

DUNS Number: _____

CAGE Code: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

EXHIBIT C. SAMPLE CONTRACT



**PROFESSIONAL SERVICES CONTRACT
GLO CONTRACT NO. XX-XXX-XXX-XXXX
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM
HARVEY ROUND 1 FUNDING**

THE GENERAL LAND OFFICE (the “GLO”) and <<PROVIDER>>, Texas Identification Number (TIN) «TIN» (“Provider”), each a “Party” and collectively the “Parties,” enter into the following contract for data collection and analysis services (the “Contract”) pursuant to Chapter 2254 of the Texas Government Code, in conjunction with 2 C.F.R. Part 200 and 24 C.F.R. Part 570.

I. DEFINITIONS, INTERPRETIVE PROVISIONS, AND PROJECT DESCRIPTION

1.01 DEFINITIONS

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, Code of Federal Regulations and Chapter 321 and Title 10, Subtitles D and F of the Texas Government Code.

“[Amendment](#)” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract other than those permitted by Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically attached to this Contract following the execution page or incorporated by reference.

“[CDBG-DR](#)” means the Community Development Block Grant Disaster Recovery program administered by the U.S. Department of Housing and Urban Development in cooperation with the GLO.

“[CDR](#)” means the Community Development and Revitalization division of the GLO, responsible for administering on behalf of the GLO all allocated disaster recovery funds.

“[C.F.R.](#)” means the Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[Comptroller](#)” means the Texas Comptroller of Public Accounts.

“[Contract](#)” means this entire document, its Attachments and documents incorporated by reference, and any Amendments or Technical Guidance Letters the GLO issues, which are to be incorporated by reference herein for all purposes as they are issued.

“Deliverable” means a unit or increment of work—including any item, task, report, data, document, photograph, drawing, process, computer program or code, or other submission—that is required by the GLO to be delivered or completed by Provider, in whatever form, under the terms of this Contract.

“Federal Assurances” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects) in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means the “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the terms and conditions in **Attachment C**, attached hereto and incorporated herein for all purposes, that Provider affirms and agrees to by executing this Contract.

“GLO” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“HSP” means “historically underutilized business subcontracting plan,” as described by Chapter 2161 of the Texas Government Code.

“HUB” means “historically underutilized business,” as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, intangible proprietary information, other commercially valuable products of the human intellect, and all federal, state, or international registrations or applications for any of the foregoing.

“Mentor Protégé” means the Comptroller’s leadership program, found at <https://comptroller.texas.gov/purchasing/vendor/hub/mentor.php>.

“Project” means the data collection and analysis services described in **Section 1.03** and **Attachment A** of this Contract.

“Project Manager” means the authorized GLO representative responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“RFQ” means Request for Qualifications.

“Solicitation” means GLO Request for Qualifications No. X0017667-MA, which is incorporated herein by reference for all purposes in its entirety, including any addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any attachments and addenda.

“Subcontractor” means an individual or business that signs a contract with Provider to perform part or all of Provider’s obligations under this Contract.

“Subrecipient” means a local governmental body or political subdivision that, as determined by the GLO, receives a subaward under HUD’s CDBG-DR housing or non-housing programs.

“Technical Guidance Letter,” or “TGL,” means an instruction, clarification, or interpretation of the requirements of the Contract or the applicable federal disaster recovery program that the GLO issues to Provider to which Provider shall be subject.

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Vendor’s travel expenses, including: Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available at <https://fmx.cpa.texas.gov/fmx/travel/textravel/index.php>.

“U.S.C.” means the United States Code, the official compilation and codification of the general and permanent federal statutes of the United States.

1.02 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, or policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it.
- (h) Time is of the essence in this Contract.

- (i) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including those listed in **Attachment D**; the signed Contract; **Attachment A**; **Attachment B**; **Attachment C**; **Attachment E**; the Solicitation; and the Solicitation Response.

1.03 PROJECT

Provider shall perform comprehensive research, data collection, and analysis services (the “Project”) necessary for assisting the GLO in fulfilling its duty to administer the CDBG-DR program for the State of Texas. Provider shall research, prepare, produce, and present the *Study* (the “Study”) on behalf of the GLO. The Study will inventory the economic assets and deficiencies in market sectors and provide economic development strategies and an action plan for creating a diversified and resilient economic base within the following nine (9) counties.

Provider shall perform the Project in compliance with (a) HUD requirements; (b) this Contract and all Attachments thereto; (c) all Amendments to this Contract; (d) all Technical Guidance Letters related to this Contract; (e) the Solicitation; and (f) the Solicitation Response.

1.04 REPORTING REQUIREMENTS

Provider shall timely submit all reports and documentation as may be required by the GLO to the Project Manager, <<Name>>, at <<email>>@recovery.texas.gov, in a format agreed upon between the Parties.

II. TERM

2.01 DURATION

- (a) This Contract shall be effective as of the date on which it is signed by the last Party (the “Effective Date”) and shall terminate upon completion of the Project, in the sole determination of the GLO, or on _____, whichever occurs first. The GLO, at its own discretion and subject to terms and conditions mutually agreeable to both Parties, may extend this Contract for up to two (2) additional one-year terms or until the time allocated funding expires, whichever occurs first.
- (b) This Contract is effective for the term specified herein. Any services Provider performs before the Effective Date or after the Contract’s termination or expiration are performed at Provider’s sole risk and the GLO may choose not to compensate Provider for such services.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving Provider written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of a termination notice, Provider must immediately cease work, terminate all subcontracts, and incur no further expense related to this Contract. Early termination shall be subject to the equitable settlement of the Parties’ interests, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If Provider abandons work or defaults on the Contract, the GLO may terminate the Contract without notice. Provider will not be considered in any re-solicitation of the services described herein and may not be considered in future solicitations for similar services unless the specification or scope of work changes significantly. The GLO will determine the period of suspension based on the seriousness of the abandonment or default.

III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated on a fixed-price-per-deliverable basis, in accordance with the terms of **Attachment A**, in an amount not to exceed \$_____. The sum of all compensation due Provider under this Contract shall not exceed the maximum amount available for such services, as prescribed by HUD or any governing law, for the term of this Contract. The GLO shall pay Provider in accordance with the Prompt Pay Act.

3.02 TRAVEL EXPENSES

- (a) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider's performance of this Contract at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- (b) Subject to the maximum amount authorized and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct¹ expenses may be reimbursed under this Contract for professional or technical personnel who are working away from the cities in which they are permanently assigned, conducting business specifically authorized in writing by the GLO, and performing services not originally contemplated in the scope of services of the Contract.
- (c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

3.03 INVOICES

At a minimum, invoices must:

- (a) be submitted to dr.billing@glo.texas.gov;
- (b) **prominently display "GLO Contract No. XX-XXX-XXX-XXXX"**;
- (c) list the current amount being billed;

¹ Certain other incidental direct expenses, including, but not limited to, copying, telephone, data, and express mail services may be reimbursed at rates determined by the GLO upon specific, written approval by the GLO.

- (d) list the cumulative amount billed previously;
- (e) list the balance remaining to be billed; and
- (f) include an itemized statement of services performed, including documentation required by Contract (such as invoices, receipts, statements, stubs, tickets, time sheets, and other information) that, in the judgment of the GLO, provides full substantiation of reimbursable costs incurred.

3.04 PAYMENT

The Prompt Pay Act generally applies to payments to Provider. **However, the Prompt Pay Act does not apply if Provider does not send invoices that comply with this Contract to dr.billing@glo.texas.gov.** If Provider does not submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The GLO will not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this Contract.

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

- (a) Provider warrants that it will perform all services under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) Provider warrants that all Deliverables it completes under this Contract will meet or exceed the standards of Provider's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If Provider submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligations under this Contract, the GLO may require Provider, at its sole expense, to:
 - (i) repair or replace Deliverables that do not meet specifications;
 - (ii) refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 - (iii) pay liquidated damages for each unfulfilled obligation or past-due Deliverable, in an amount specified in **Attachment A**, per each day past due until the GLO approves completion of said obligation or Deliverable; and/or
 - (iv) take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

4.02 GENERAL AFFIRMATIONS

Provider certifies that it has reviewed the General Affirmations in **Attachment C** and is in compliance with all applicable requirements contained therein. Provider affirms and agrees to all terms and conditions contained in **Attachment C** to the extent they apply.

4.03 FEDERAL ASSURANCES AND CERTIFICATIONS

Provider certifies that it has reviewed the Federal Assurances and Certifications in **Attachment B** and is in compliance with all applicable requirements contained therein. **Provider certifies it is in compliance with all other applicable federal laws, rules, or regulations pertaining to this Contract.**

4.04 DEBARMENT AND SUSPENSION

Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this Contract by any state or federal agency.

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56) enacted on September 8, 2017, and allocated by HUD to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Harvey, which are presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, *et seq.*). The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR programs, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for noncompliance.
- (b) **All CDBG-DR program participants must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Provider shall report its DUNS number and CAGE code to the GLO for use in various grant-reporting documents. A DUNS number and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov/SAM/>. Assistance with this website may be obtained by calling 866-606-8220.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests, accrued up to the date of termination.
- (b) Any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the

Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

The GLO may recapture payments, including those for any unapproved expenditures, that it makes to Provider that exceed the maximum allowable rates; are not allowed under applicable laws, rules, or regulations; or are otherwise inconsistent with this Contract. Provider must refund such recaptured payments within 30 days after the GLO issues notice of recapture to Provider.

5.04 OVERPAYMENT

Provider shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider shall reimburse the GLO for such disallowed costs from funds other than those Provider received under this Contract. Provider must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Provider.

VI. OWNERSHIP, INTELLECTUAL PROPERTY, AND THIRD-PARTY RELIANCE

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership rights, titles, and interests in and to all Intellectual Property acquired or developed by Provider pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Provider under this Contract. The GLO shall have the right to obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter.
- (b) Provider must give the GLO, the State of Texas, and any person designated by the GLO or the State of Texas all assistance and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.02 COPYRIGHT

- (a) Provider agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, videos, computer programs and codes, and/or any other expressive content acquired or developed by Provider pursuant to this Contract (individually a "Work" and collectively the "Works"), will be made the exclusive property of the GLO. Provider acknowledges that each Work is a "work made for hire" under the United States Copyright Act of 1976. All rights in and to each Work, including the copyright to the Work, shall be and remain the sole and exclusive property of the GLO.

- (b) If, for any reason, any Work or any portion of a Work is not a work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all rights, titles, and interests in and to the Works or such portion of any Work, including, without limitation, the entire and exclusive copyright in the Works and all rights associated with the copyright, including, but not limited to, reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future.
- (c) Provider must give the GLO, the State of Texas, and any person designated by the GLO or the State of Texas all assistance required to perfect the rights defined herein that were granted to the GLO, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

VII. RECORDS, AUDIT, RETENTION AND DISCLOSURE

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Provider's compliance with this Contract and all applicable state federal, and local laws, rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Provider and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Provider shall ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
- (c) State agencies authorized to audit and inspect Provider and its records, Subcontractors, and Subcontractors' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, and their authorized designees. With regard to any federal funding, federal agencies authorized to audit and inspect Provider and its records, Subcontractors, and Subcontractors' records

include any relevant federal agency, the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the federal grant(s) applicable to the Contract, in accordance with federal regulations. **The GLO will notify Provider of the date upon which local records may be destroyed, and Provider shall retain all records related to this Contract until the destruction date determined by the GLO.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO shall keep all information (in whatever form produced, prepared, observed, or received by Provider or the GLO) confidential to the extent that such information is (a) confidential by law, (b) marked or designated “confidential” (or words to that effect) by Provider or the GLO, or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the GLO.

7.05 PUBLIC RECORDS

Pursuant to Chapter 2261 of the Texas Government Code, the GLO shall post this Contract to the GLO’s website. Information related to this Contract and its performance may be subject to the Public Information Act (“PIA”) and will be withheld or disclosed in accordance therewith. Provider shall make any information required under the PIA available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties. By failing to mark any information that it believes to be excepted from disclosure as “confidential” or a “trade secret,” Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. Provider shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party’s contact information to the above-designated e-mail address.

7.06 PUBLICATION

Reports, publications, presentations, and all other materials produced by Provider with funding provided in whole or in part under this Contract must carry on the front cover or title page of such items appropriate acknowledgement of financial or other support by the GLO and, if applicable, all federal entities providing funds or other support for the Project.

VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire and maintain for the duration of the Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance in conformance with all requirements of **Attachment F**, attached hereto and incorporated herein in its entirety for all purposes, including the required “form of” certificate. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the GLO the nature and extent of coverage granted by each such policy. Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the GLO. In the event that any policy is determined to be deficient to comply with the terms of the Contract, Provider shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the Contract term. Provider may not be actively working on behalf of the GLO if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of the Contract.

8.02 TAXES, WORKERS’ COMPENSATION, AND UNEMPLOYMENT INSURANCE

- (a) Provider shall be solely liable and responsible for payment of Provider’s and Provider’s employees’ taxes of whatever kind arising out of the execution or performance of the Contract. Provider must comply with all applicable state and federal laws regarding wages, taxes, insurance, and workers’ compensation. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes or the provision of unemployment insurance, workers’ compensation, or any benefit available to a state employee or employee of another governmental entity.
- (b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorneys’ fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers’ compensation in the execution or performance of the Contract. Provider and the GLO shall furnish timely written notice to each other of any action, claim, demand, or suit described herein. Provider shall be liable to pay all costs of defense, including attorneys’ fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without the concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification that a federal, state,

county, or city statute, ordinance, law, or regulation requires Provider to hold to provide the goods or services required by this Contract. Provider shall pay all costs associated with taxes, assessments, fees, premiums, permits, and licenses required by law. Provider shall pay any such government obligations not paid by its Subcontractors during performance of this Contract.

8.04 INDEMNITY

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and their officers, agents, employees, representatives, contractors, assignees, and designees from liability for damage, including reasonable attorney's fees, caused by or resulting from the negligence, intentional tort, or failure of Provider—or Provider's agent, consultant under contract, or another entity over which Provider exercises control—to pay a Subcontractor or supplier. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the Office of the Texas Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

8.05 INTELLECTUAL PROPERTY INFRINGEMENT

- (a) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorneys' fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trademark, service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract. Provider and the GLO shall furnish timely written notice to each other of any action, claim, demand, or suit described herein. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without the concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel.
- (b) If Provider becomes aware of an actual or potential claim of Intellectual Property infringement caused by or resulting from Provider's performance of this Contract or the GLO provides Provider with notice of such claim, Provider must, at Provider's sole expense, (i) procure for the GLO the right to continue to use the affected portion of the product or service or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

8.06 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any attempted assignment,

transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider must legally bind such Subcontractor to perform and make such Subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Provider must provide written notification to the GLO of any such Subcontractor performing fifteen percent (15%) or more of the work under this Contract. Such notification must include the name and Texas Identification Number of the Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to perform services related to the Project.

8.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ PROGRAM

Provider must notify the GLO of HUB Subcontractors performing under this Contract through the submission of an HSP to the GLO for approval. Provider must submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov detailing any HUB Subcontractor participation under the Contract, including expenditures to a HUB Subcontractor, if applicable. Provider must submit proposed modifications to its HSP to the GLO for prior approval through an HSP Change Order. Provider may not modify its HSP without the GLO's prior written approval. If Provider modifies its HSP without the GLO's prior written approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

8.08 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract. Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to, the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Provider is deemed to know of and understand all applicable federal, state, and local laws, statutes, ordinances, and regulations that in any manner affect Provider's performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (postage paid, certified, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Division

Provider

«EntityName»
«EntityStreet»
«EntityCity», «EntityState» «EntityZip»
Attention:«TableStart:Responsibilities»«Contract_People_External»
«Contract_People_External_1»«TableEnd:Responsibilities»

Notice given in any other manner shall be deemed effective only upon receipt by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.13 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly

notify the other Party of the Force Majeure in writing, and, if possible, such notice must set forth the extent and duration thereof. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.14 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Provider shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Provider to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.15 ENTIRE CONTRACT AND MODIFICATION

This Contract, its Attachment(s), and any Amendment or Technical Guidance Letter issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in any Attachment, Amendment, or Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Except as provided herein, this Contract may be amended only by a mutual, written agreement executed by authorized representatives of the Parties.

8.16 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Contract.

8.17 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has authority to enter into this Contract.

8.18 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) Provider, in performing the Contract, shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to those of products and materials produced outside Texas.
- (b) To the extent applicable, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;

- (ii) in a way that meets performance requirements specified in the Contract; or
- (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.322, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.19 SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Contract related to the following subjects shall survive the termination or expiration of this Contract: definitions; interpretive provisions; consideration; warranties; General Affirmations, Federal Assurances, and Federal Certifications; state funding, prohibition on debts created on behalf of the State of Texas and/or the GLO, recapture and overpayment of federal and state funds; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership, Intellectual Property, and copyright; books and records; third-party reliance; insurance; taxes; workers' compensation; unemployment insurance; records-retention methods and time requirements; inspection and audit; confidentiality; public records; indemnification and liability; infringement of Intellectual Property rights; compliance with laws; notices; choice of law and venue; severability; assignment and subcontracting; relationship of the parties; invoice and fee verification; property rights; default; amendment; dispute resolution; information and data security and merger and integration. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

8.20 INFORMATION AND DATA SECURITY STANDARDS

Provider must comply with all terms specified in the **GLO Information Security Appendix**, attached hereto and incorporated herein for all purposes as **Attachment E**.

8.21 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device; makes any materially false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under 18 U.S.C. § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Provider representative hereby declares that he/she has examined this Contract and Attachments, including, without limitation, the Solicitation and Solicitation Response, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Provider are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT No. XX-XXX-XXX-XXXX

GENERAL LAND OFFICE

<<PROVIDER>>

Mark A. Havens, Chief Clerk /
Deputy Land Commissioner

Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

OGC _____

PM _____

DD _____

SDD _____

DGC _____

GC _____

ATTACHED TO THIS CONTRACT

ATTACHMENT A – Scope of Services and Budget

ATTACHMENT B – Federal Assurances and Certifications

ATTACHMENT C – General Affirmations

ATTACHMENT D – Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E – GLO Information Security Appendix

ATTACHMENT F – Required Insurance and Form of Certificate

INCORPORATED BY REFERENCE

SOLICITATION

SOLICITATION RESPONSE

ATTACHMENTS FOLLOW

ASSURANCES – NON-CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0007
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87***

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

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

OMB Number: 4040-0013

Expiration Date: 02/28/2022

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

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

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

General Affirmations

To the extent they apply, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.
2. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Provider owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to Provider and this Contract, then Provider verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.
 13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
 14. Provider certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
 16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false

statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.
18. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM
23. TO THE EXTENT ALLOWED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT

LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the

Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Provider expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Provider represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
33. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Provider agrees that the Contract can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.
36. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
37. Under Section 2155.0061, Texas Government Code, Provider certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to a Program or Activity, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 CFR Part 983 (2016);

Cash Management Improvement Act regulations (31 CFR Part 205);

Community Development Block Grants (24 CFR Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200);

Disaster Recovery Implementation Manual;

GLO Housing Guidelines; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 CFR Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 CFR Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 CFR Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination

Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 CFR Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 CFR Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 CFR Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 CFR Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 CFR Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 CFR §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 CFR, 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 CFR Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 CFR Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 CFR Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 CFR Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 CFR part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 CFR Part 51)(other than the runway clear zone and clear zone notification requirement in 24 CFR § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 CFR § 570.609);

General HUD Program Requirements; Waivers (24 CFR Part 5); and

Nonprocurement Suspension and Debarment (2 CFR Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 CFR Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 CFR Part 42, and 24 CFR § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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GLO Information Security Appendix

1. Definitions

“[Breach of Security](#)” or “[Breach](#)” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“[GLO Data](#)” means any data or information owned by the GLO, including PII or SPI as defined below, that Provider creates, obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the information categories listed at Tex. Bus. & Com. Code § 521.002(a)(2).

2. Security and Privacy Compliance

- 2.1. Provider shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Provider will legally bind any subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Provider shall ensure that the requirements stated herein are imposed on any subcontractor of Provider’s subcontractor(s).
- 2.5. Provider will not share GLO Data with any third parties.
- 2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or

otherwise personally handle PII on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.

- 2.7. Any GLO Data maintained or stored by Provider or any subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all respective data provided to Provider or to which the Provider otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. Upon termination of the Contract, Provider shall promptly return to the GLO all GLO Data possessed by Provider and its agents or subcontractors. Provider shall retain no copies or back-up records of GLO Data. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data to the purposes that make the return of or GLO Data infeasible. In lieu of the requirements in this Section 3.2, the GLO may direct Provider to destroy any GLO Data in Provider's possession. Any such destruction shall be verified by Provider and the GLO.

4. Data Mining

- 4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract or any document related thereto.
- 4.2. Provider agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.
- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

- 5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without obtaining GLO's prior written consent.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1. Upon the GLO's request and to confirm Provider's compliance with this Attachment, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- 6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.

REQUIRED INSURANCE

Generally. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the term of this Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in the Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring this Contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO

alternative methods of insuring this Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE COVERAGE REQUIRED

1. Workers Compensation & Employers Liability:

Provider must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Workers Compensation: Statutory Limits

Employers Liability: Each Accident \$1,000,000

Disease - Each Employee \$1,000,000

Disease - Policy Limit \$1,000,000

This website (coverage starts with 406 of the Labor code) addresses what Texas requires of Workers Compensation: <http://www.tdi.texas.gov/wc/act/index.html>.

2. Commercial General Liability: Occurrence based:

Bodily Injury and Property Damage

Each occurrence limit: \$1,000,000

Aggregate limit: \$2,000,000

Medical Expense each person: \$5,000

Personal Injury and Advertising Liability: \$1,000,000

Products / Completed Operations Aggregate Limit: \$2,000,000

Damage to Premises Rented to You: \$50,000

3. Commercial Automobile Liability: Coverage of \$1,000,000 Combined Single Limit

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted to insurance@glo.texas.gov;
- (b) **prominently display "GLO Contract No. XX-XXX-XXX-XXXX"**; and
- (c) name the General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

EXHIBIT D. HUB SUBCONTRACTING PLAN



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

HUB Subcontracting Probability Statement

Probable subcontracting has been determined for this solicitation. A completed HUB Subcontracting Plan (HSP) is a requirement of your response. A HUB Subcontracting Form **must** be completed and returned with any bid, offer or proposal to be considered responsive. **If your response to this solicitation does not include a completed HUB Subcontracting Plan, your response shall be rejected as a material failure to comply with advertised specifications.**

Please make certain that the potential HUB subcontractor's HUB status is "A" Active.

All respondents (HUB or Non-HUB) are required to comply.

Reference number: X0017667-MA Flood Studies within Combined River Basins

The HUB Goal for this procurement is 26.0% of the total contract value

The GLO has provided a list of potential areas of subcontracting opportunities by NIGP code based upon the GLO's understanding of this procurement request. The GLO is relying upon the Bidder's or Proposer's expertise to fully identify subcontracting opportunities that best align with their organization and this procurement request. *In accordance with 34 TAC §20.282, a subcontractor means a person who contracts with a prime contractor to work, to supply commodities, or contribute toward completing work for a governmental entity.*

NIGP Class	NIGP Item	Description of goods and services
906	54	Irrigation, drainage and flood control services
906	64	Planning, Urban, community, regional, area wide and statewide
918	12	Analytic predictive studies and surveys
918	43	Environmental Consulting
918	81	Natural disasters, fire, flood, wind and quake
918	92	Urban Planning
920	24	Data conversion Services
925	61	Land development Planning Engineering
925	58	Irrigation, drainage, flood control engineering
925	96	Urban and regional development services
951	15	Infrastructure and infrastructure improvements
961	43	Hydrology and oceanography services
961	53	Public opinion surveys and research
961	94	Zoning, Land use studies
962	52	Mapping and GIS Services, cartography-not aerial
962	64	Satellite Global Positioning System information Services (GPS) including surveying services

962	76	Public Seating and meeting services
968	91	Water supply analysis, Infrastructure, water quality analysis and long-term planning
990	29	Disaster preparation and emergency planning

You may download the HUB Subcontracting Plan form from the Office of the Comptroller of Public Accounts website. This version will guide the respondent through the various fields and assist them in completing it correctly: <https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf>

Respondents may access the State of Texas HUB Database CMBL to find HUB subcontractors by NIGP class and item through the following website: <https://mycpa.cpa.state.tx.us/tpasscmblsearch/> Select "HUBs only" when conducting the search.

The National Institute of Government Purchasing (NIGP) commodity code book may be found at the following link: <https://www.comptroller.texas.gov/purchasing/nigp/>

Minority and women owned business association resources are available for your subcontracting solicitation notices to State of Texas HUB vendors at this link: <https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>

If you have any questions about the HUB Subcontracting form, identifying HUB vendors with proper NIGP codes, contact Mindy Cohen mindy.cohen@glo.texas.gov or Daphne Grantham at 512-463-5194 daphne.grantham@glo.texas.gov



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

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



HUB Subcontracting Plan (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

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

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

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

- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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

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

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

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

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

Enter your company's name here: _____

Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

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

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

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

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

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

HSP Good Faith Effort - Method B (Attachment B)

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

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

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

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

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

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

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

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

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

EXHIBIT E. HSP INSTRUCTIONS

General Land Office

How to complete your HUB Subcontracting Plan (HSP)

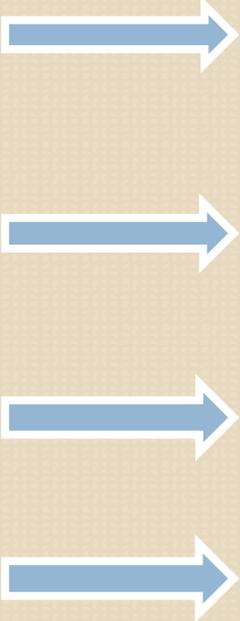
HUB SUBCONTRACTING PLAN (HSP) IS A REQUIREMENT

- Once the agency determines that HUB subcontracting opportunities are probable in the Scope of Work, a completed HUB Subcontracting Plan **must** be returned with your Bid/Proposal.
- If the HSP is not submitted with your response or fails to meet good faith effort requirements, your response **will not** proceed to the evaluation team.

HUB SUBCONTRACTING PLAN (HSP)

- Read the HUB Subcontracting Plan (HSP) form before you begin.
- The HUB GOAL is identified in the “Special Instruction” section of the HSP.
- Decide whether or not you will need to subcontract parts of the contract in order to complete the agency’s scope of work.
- Read the four different options on the HUB Subcontracting Plan (HSP) checklist and determine which options fit your response. Answer each section within that option.
- **Note:** HSP Good Faith Effort – Method B (Attachment B) will require you to provide a Good Faith Effort notification and contact HUBs, trade organization or development centers.

HUB Subcontracting Plan (HSP) Quick Checklist



 **HUB Subcontracting Plan (HSP)**
QUICK CHECKLIST Rev. 1/17

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

- ▶ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- ▶ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract¹ in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- ▶ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract¹ in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- ▶ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

¹**Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or services, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

- There are four ways to complete the HSP based on the checklist.
- The checklist identifies which sections of the HSP to complete based on your subcontracting intentions.

You may select one of the four options to complete the scope of work...

- Options #1 – You are using subcontractors and they are all Texas Certified HUBs.
- Option #2 – You will meet or exceed the HUB goal using Texas certified HUBs and Non-HUB subcontractors.
- Option #3 – You will not meet the stated HUB goal using Texas Certified HUBs and Non-HUB subcontractors.
- Option #4 – You will self-perform the entire contract with your own resources. (own employees, supplies, materials and/or equipment, to include transportation and delivery)

HSP Information Page:

■ HUB GOALS



■ Special reminders and instructions



■ Respondent and requisition information



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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 (TAC) §20.284 are:

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

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.285 d(1)(C)(ii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a "continuous contract" in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

HUB Goal 23.7%

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Special Instructions: The GLO encourages each Respondent to select multiple subcontractors for each subcontracting opportunity who are able to perform work Respondent plans to subcontract. This will allow the selected Providers to make needed changes to their original HSPs and allow the GLO to quickly approve such changes.

Any questions regarding the proper completion of the HSP may be made to the GLO HUB Team as the only exception to the single point of contact. Use your best industry related experience and judgment when estimating the percentage of the subcontracts. HUBs and Non-HUBs must complete and submit a HUB Subcontracting Plan.

SECTION 2: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

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

c. Requisition #: _____ Bid Open Date: _____

Company Name and Requisition #



Section 2:
Subcontracting Intentions:
Section – 2, item (a)



Section – 2, item (b):
List portions of work (subcontracting opportunities) you will subcontract, and identify the percentages of the contract you expect to award to all HUBs and Non-HUBs vendors.



If you will be using Texas certified HUBs, with whom you have had a continuous contract in place for more than (5) years, you may use them, they just won't count towards your HUB goal.

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

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SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

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

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendorhub/forms.php>.)

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

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

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

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

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

Section 3: Self Performance Justification

- Give a complete and thorough explanation of how your company will perform the entire contract with its own resources.



Section 4: Affirmation

- Signature affirms that information provided is true and correct.



- Note: After award, the HSP becomes part of your contract deliverables.

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

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

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

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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Reminder:

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

3

HSP GFE Method B (Attachment B) :

If you responded “No” to section-2, items (c) and (d), **you must submit a completed “HSP Good Faith Effort – Method B (Attachment B)”** for each of the subcontracting opportunities listed in Section-2, item (b).

- **Section B-2:** Use only for HUB Protégé subcontracting opportunity.

- **Section B-3:** Notification of subcontracting opportunity.

- Note: You **must** comply with all items in Section B-3: **A, B, C and D.**

■ Page 1 of 2 (Attachment B)

HSP Good Faith Effort - Method B (Attachment B)

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

IMPORTANT: If you responded “No” to SECTION 2, Items c and d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-subcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

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

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2) or more trade organizations** or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hubresources.php>.

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

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

Notification of a Subcontracting Opportunity

7 Working Day Notification

- Notify at least **(3)** Texas certified HUBs businesses of the subcontracting opportunities that respondent intends to subcontract.
- Notify **(2)** or more trade organizations or development centers.
- 1. You must allow the HUBs, trade organization, and development centers at least **(7)** working days to respond to your notification prior to submitting your bid response to the agency (during the solicitation posting period).
- 2. The **initial day** of notification is considered “day zero” and does not count as one of the **(7)** working days.
- 3. Does **not** include weekends, federal or state holidays, or days the agency is closed by the executive director.
- 4. You **must** provide written notification of each subcontracting opportunity listed in Method B; Section B-1. Please retain supporting documentation (certified letters, faxes and e-mails) and submit them with your HSP.

HSP GFE Method B (Attachment B)

- Enter information for HUB Protégé subcontracting opportunity.

or

- List subcontractors you selected to perform the opportunity you listed in Section B-1.
- If any of the subcontractors you selected to perform the opportunity listed in **Section B-1** is not a Texas certified HUB, provide written justification for your selection process.

■ Page 2 of 2 (Attachment B)

HSP Good Faith Effort - Method B (Attachment B) Cont. Rev. 3/17

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

SECTION B-4: SUBCONTRACTOR SELECTION
Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

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

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycps.cps.state.tx.us/trasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

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

Page 2 of 2
(Attachment B)

Affirmation

- Respondent understands and agrees that if awarded any portion of the requisition:

The respondents are required to provide written notice to all subcontractors (HUBs and Non-Hub) of their selection as a subcontractor for the awarded contract. A copy of this notice must be provided to the contracting agency's point of contact no later than (10) working days after the contract is awarded.

1. The respondent must submit monthly expenditure reports (Prime Contractor Process Assessment Report – PAR), as a condition of payment and to verify their compliance with the HSP.
2. The respondent must seek approval from the agency prior to making any modifications to the HSP. A HUB Subcontracting Plan (HSP) Change Order form will be provided by the agency.

HSP Evaluation Process

- The agency will review and evaluate the HSP and supporting documentation.
- The agency may request clarifications or further documentation of your good faith effort.
- The HSP is not evaluated on a point system. Instead, it is reviewed for compliance with good faith effort requirements.

HSP Resources

- Texas Comptroller of Public Accounts website HUB forms will guide you through the proper completion of the HUB Subcontracting Plan (HSP) form:

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

GLO HUB Team Contacts

- If you have any questions concerning the HSP, please contact GLO HUB Coordinators below.
- Daphne Grantham, Assistant HUB Coordinator
daphne.Grantham@glo.texas.gov
512-463-5194

EXHIBIT F. RIVER BASINS MAP

