



# **TEXAS GENERAL LAND OFFICE**

is

## **REQUESTING PROPOSALS**

for

### **Lower Rio Grande Valley Economic Development Strategy and Diversification Study**

#### **REQUEST FOR PROPOSALS NO. X0023726B-JW**

**Class/Item:**

**Class 918 / Item 49 and Class 961 / Item 28**

**Release Date: September 9, 2021**

**Deadline for Submission: October 11, 2021 at 2:00 PM CT**

**Solicitation Point of Contact: Jaynee Williams, CTPM**

**[Jaynee.Williams@GLO.Texas.Gov](mailto:Jaynee.Williams@GLO.Texas.Gov)**

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 that Respondent from Addenda or additional information resulting in additional requirements of the Solicitation.

# **TABLE OF CONTENTS**

<b>ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY .....</b>	<b>1</b>
1.1. Executive Summary .....	1
1.2. Definitions .....	1
1.3. Authority .....	3
<b>ARTICLE II. SCOPE OF WORK .....</b>	<b>4</b>
2.1 Scope of Services Requested.....	4
2.2 Description of Services .....	4
2.3 Contract and Term.....	13
2.4 Collusion .....	13
2.5 No Guarantee of Volume or Usage .....	13
2.6 Contract Audit.....	13
<b>ARTICLE III. ADMINISTRATIVE INFORMATION.....</b>	<b>14</b>
3.1 Schedule of Events .....	14
3.2 Inquiries.....	14
3.2.1 Contact .....	14
3.2.2 Clarifications.....	15
3.2.3 Responses.....	15
3.2.4 Prohibited Communications.....	15
3.2.5 Pre-Proposal Conference – OPTIONAL .....	16
3.3 Solicitation Response Composition .....	16
3.3.1 General Requirements.....	16
3.3.3 Page Limit and Supporting Documentation.....	17
3.4 Solicitation Response Submission and Delivery.....	17
3.4.1 Deadline .....	17
3.4.2 Labeling .....	17
3.4.3 Delivery.....	17
<b>ARTICLE IV. SOLICITATION RESPONSE EVALUATION &amp; AWARD PROCESS.....</b>	<b>19</b>
4.1 Evaluation Criteria .....	19
4.1.1 Conformance with State Law.....	19
4.1.2 Minimum Qualifications.....	19
4.1.3 Selection Criteria .....	20
4.2 Presentations.....	20

4.3	Best and Final Offer (BAFO).....	21
4.4	Contract Award .....	21
<b>ARTICLE V. REQUIRED RESPONDENT INFORMATION.....</b>		<b>22</b>
5.1	Respondent Information.....	22
5.1.1	Company Narrative.....	22
5.1.2	Company Profile.....	22
5.1.3	Key Staffing Profile .....	23
5.2	Technical Proposal.....	23
5.3	References .....	24
5.4	Major Subcontractor Information.....	24
5.5	Litigation History .....	25
5.6	Historically Underutilized Business (HUB).....	25
5.6.1	Introduction.....	25
5.6.2	HUB Subcontracting Plan.....	25
5.6.3	GLO HUB Team Contacts.....	26
5.6.4	Post-award HSP Requirements.....	26
5.6.5	Compliance with Federal Requirements.....	27
5.7	Conflicts .....	27
5.8	Annual Report .....	27
<b>ARTICLE VI. COST PROPOSAL .....</b>		<b>29</b>
6.1.	Cost Proposal.....	29
<b>ARTICLE VII. TERMS, CONDITIONS AND EXCEPTIONS.....</b>		<b>30</b>
7.1	General Conditions.....	30
7.1.1	Amendment.....	30
7.1.2	Informalities and Irregularities in Solicitation Responses .....	30
7.1.3	Rejection .....	30
7.1.4	Irregularities.....	30
7.1.5	Offer Period .....	30
7.1.6	Open Records.....	30
7.1.7	Contract Responsibility.....	32
7.1.8	Public Disclosure .....	32
7.1.9	Remedies.....	32
7.2.	Insurance .....	32
7.2.1	Required Coverages.....	32

7.2.2	Alternative Insurability .....	33
7.3.	Protest.....	33
7.4	Contract Terms and Solicitation Acceptance .....	33
7.5	Vendor Performance Reporting .....	34
7.6	Certificate of Interested Parties .....	34
7.7	Statements or Entries.....	35
<b>ARTICLE VIII. SUBMISSION CHECKLIST .....</b>		<b>36</b>
<b>EXHIBIT A. GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE ....</b>		<b>A-1</b>
<b>EXHIBIT B. FEDERAL AFFIRMATIONS .....</b>		<b>B-1</b>
<b>EXHIBIT C. SAMPLE CONTRACT.....</b>		<b>C-1</b>
<b>EXHIBIT D. HUB SUBCONTRACTING PLAN.....</b>		<b>D-1</b>
<b>EXHIBIT E. COST PROPOSAL FORM.....</b>		<b>E-1</b>
<b>EXHIBIT F: COUNTIES MAP.....</b>		<b>F-1</b>

## **ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY**

### **1.1. EXECUTIVE SUMMARY**

The Texas General Land Office (“GLO” or “agency”) Community Development and Revitalization (“CDR”) division seeks proposals from qualified vendors to directly conduct an Economic Diversification Study (the “Study”) for the following counties: Hidalgo, Willacy, Cameron and Starr, (the “Region”) that will address deficiencies in workforce and lost businesses by creating a diversified and resilient economic base.

The purpose of this Project is to develop strategies to expand the economy of counties in the Region impacted by 2019 Floods to make them more resilient to future impacts while recovering. The 2019 Floods had a devastating effect on the economy of the counties in the Region and there is a need to help these impacted communities expand their economic opportunities by providing recommendations for strengthening their current resources as well as adding additional revenue sources.

The GLO will consider proposals from Respondents that demonstrate the ability to implement the requested services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Code of Federal Regulations (“CFR”), U.S. Department of Housing and Urban Development (“HUD”) requirements, and CDBG-DR 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 RFP 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 Plan**” means the State of Texas plan submitted to and approved by HUD outlining the proposed activities for long-term recovery for a Presidentially-declared disaster. Action Plans are available on the GLO’s disaster recovery website at <http://recovery.texas.gov/local-government/hud-requirements-reports/index.html>.

“**Addendum**” means a written clarification or revision to the RFP issued by the GLO. 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.

“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.

“County” means one of the following four (4) Texas counties: Hidalgo, Willacy, Cameron, and Starr.

“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>.

“Esri” (Environmental Systems Research Institute) is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management applications.

“GIS” (Geographical Information Systems) is a framework for gathering, framing and analyzing data.

“GLO” means the Texas General Land Office.

“GLO-CDR” means the General Land Office – Community Development and Revitalization division.

“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.

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

“LRGV” means the Lower Rio Grande Valley.

“LRGVDC” means the Lower Rio Grande Valley Development Council.

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

“Project” the economic diversification research, data collection, community outreach, inventory, and analysis services and all associated activities to be prepared, performed, and completed by Provider, as specified herein, on behalf of the GLO, for the creation of comprehensive, economic diversification strategy, and action plan for the Region.

“Provider” means the Respondent(s) awarded a contract under this Solicitation.

“Region” means the four (4) Counties, collectively.

“Respondent” means the entity or state university responding to this Solicitation.

“RFP” means Request for Proposals.

“Solicitation” means this RFP No. X0023726B-JW.

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

“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.

“Study” means the organized compilation of the community outreach plan, the research and inventory development report, the economic diversification strategy, and the action plan, including public comments, all associated and supporting documentation, data analysis, and research.

“Task” means a defined work or service eligible to be accomplished using CDBG-DR funds.

“TAC” means the Texas Administrative Code.

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

### 1.3. **AUTHORITY**

The GLO is soliciting the services listed herein under Texas Government Code Chapters 2155-2156, in conjunction with 2 CFR Section 200.317.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## ARTICLE II. SCOPE OF WORK

### 2.1 SCOPE OF SERVICES REQUESTED

The chosen Provider shall research, prepare, produce, and present the Study to assist the disaster-impacted Region with expansion of its economic activities. The Provider will identify and evaluate the Region's existing assets and current market, sectors and deficits, overall economy, and job market through community outreach; perform economic development analyses; and research and develop an economic diversification strategy and action plan for the Region. When researching new market sectors and sustainable economic development, the Provider shall consider the potential impact of future major storms on this Region's already compromised economy.

Respondent must provide a detailed narrative in its Solicitation Response, demonstrating the experience and ability to perform the Study and associated activities, including, but not limited to, the services described below. Respondent must indicate if it intends to provide these services in house, with existing staff, or through subcontracting or partnership arrangements. Qualified proposals must anticipate and incorporate coordination with local communities and community leaders in the Region.

### 2.2 DESCRIPTION OF SERVICES

#### 2.2.1 Scope of Work

##### I. PHASE I: RESEARCH AND INVENTORY DEVELOPMENT

Through data collected as a result of community outreach efforts, Provider shall research, inventory, and analyze existing assets and available resources, as well as deficits, related to the overall economy, job market, and consumption of goods and services for each County and for the Region. Provider shall determine new market sectors for diversifying the Region through market and other socio-economic data research and develop sustainable, economic goals and objectives for the Region.

##### A. Phase I Tasks:

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

1. Initiate, coordinate, and conduct a kickoff meeting with the GLO which will occur no later than thirty (30) days after the Contract execution. At the kickoff meeting, the Provider and GLO shall:
  - a. Determine the goals for the Study and appropriate milestones to be reached;



- b. Set forth expectations regarding timelines, deliverables, and performance; and
  - c. Discuss any other issue(s) and/or appropriate action(s) necessary for the successful development and creation of the Study.
2. Develop a community outreach plan that outlines Provider's strategies to obtain assistance from local and state government entities and other stakeholders, including disaster recovery organizations, in each County and the Region for the creation of the inventory of existing assets, deficits and current markets and sectors within each County and within the Region. The community outreach plan must be submitted to and approved by the GLO prior to implementation. As part of the community outreach plan, Provider shall, at a minimum:
- a. Work with Lower Rio Grande Valley Development Council (LRGVDC) to obtain a list of identified stakeholders and/or the established steering committee as well as any additional individual(s) or team(s) who will conduct targeted outreach in the field and ensure that there is no duplication of efforts;
  - b. Identify the goals for the community outreach program;
  - c. Identify the target audience (including business owners, commercial real estate professionals, community leaders, Chambers of Commerce, councils of government, stakeholders, and/or any other parties related to economic diversification within the County or Region);
  - d. Identify methods to be used for outreach such as meetings, public hearings, videos posted to YouTube, print, social media, and/or digital media;
  - e. Prepare drafts of outreach materials to be used (e.g. fliers, press releases, news stories, editorials, social media, etc.); and
  - f. Develop outreach strategy including timelines, integration of existing and ongoing plans and surveys, and list of potential plan collaborators.
3. Implement the community outreach plan by gathering data from targeted sources and by analyzing the physical, economic, social, and environmental characteristics of each County and the Region. Data collection tasks include, but are not limited to:
- a. preparing a data collection plan, for approval by the GLO, which

will provide the list of data with sources, types, and formats, and will also describe required/optional data;

- b. contacting appropriate individuals, agencies, and organizations to collect any remaining needed data or validate existing data sources;
  - c. reviewing and expanding previously completed surveys; and
  - d. reviewing data for applicability to the Project.
4. Identify existing and potential County and Region assets (asset mapping) and deficits and prepare an inventory of same. At a minimum, Provider shall address the following:
- a. Business climate and major industries;
  - b. Labor force and its characteristics;
  - c. Target markets;
  - d. Quality of life amenities;
  - e. Infrastructure;
  - f. Transportation;
  - g. Housing stock;
  - h. Education;
  - i. Hazard Mitigation/Economic Development Plans;
  - j. Technology; and
  - k. Other economic diversification related items.
5. Analyze existing and/or developed demographic, labor force, market, and sector economic data from the results of Phase I Task 4, below, to compile an economic resilience scorecard that assesses each County and the Region for economic diversity and resilience, such as sector expansion and/or development, infrastructure and technology, market competitiveness, etc.; and
6. Establish sustainable, economic goals and objectives for the Region by using trend analysis, statistical data, economic modeling, studies,

stakeholder input, and/or any other relevant research tools and resources.

B. Phase I Deliverables:

1. One (1) written summary detailing kickoff meeting discussion, outlining timelines, deliverables, and performance milestones.
2. One (1) written, comprehensive community outreach plan, including copies of prepared outreach materials used (e.g. fliers, press releases, news stories, etc.), as described in Phase I Tasks 2 and 3, above, to be delivered to the GLO no later than two (2) months after Contract execution.
3. One (1) written research and inventory diversification report, to be delivered to the GLO no later than eight (8) months after Contract execution for the GLO's review and acceptance. The report shall include, at a minimum:
  - a. Discussion of implementation of community outreach plan and final documentation of Phase I outreach results;
  - b. Copies of all written and transcribed verbal correspondence from outreach (e.g. emails and responses, call logs, etc.);
  - c. An organized inventory of economic assets and deficits per County and per the Region, as described in Phase I Task 4, above;
  - d. Create an economic diversification plan utilizing the results of Phase 1, Task 5, above. At a minimum, the plan must include:
    - i. Align economic development resources and programs
    - ii. Encourage entrepreneurship and support small business development
    - iii. Workforce development
    - iv. Establish or enhance regional clusters
    - v. Increase international trade
  - e. An economic resilience scorecard, as described in Phase I Task 5, above; and
  - f. The identification of sustainable, economic goals and objectives

for the Region including any and all supporting documentation such as trend analysis, statistical data, economic modeling, studies and/or any other relevant research tools and resources, as described in Phase I Task 6, above.

- g. Perform any additional tasks, as needed, for the creation of the economic development strategy.

4. Ongoing Phase I deliverables shall be:

- a. Attendance at weekly in-person or teleconference meetings, as requested by the GLO;
- b. Monthly written reports of Provider's outreach efforts, program status, significant issues, research conducted, and any other items that need to be addressed. Monthly reports for Phase I shall detail, at a minimum:
  - i. Current and planned efforts regarding outreach per County, including, but not limited to, current/planned meetings, hearings, mailings, publications, social media, resources, and/or public relations efforts; and
  - ii. Responses from identified business owners, commercial real estate professionals, community leaders, chambers of commerce, councils of government, stakeholders, and/or any other parties related to economic development.
- c. Attendance at monthly in-person or teleconference meetings regarding program status, significant issues, research conducted, and any other items that need to be addressed, as requested by the GLO.

C. Phase I Schedule:

Phase I shall be completed no later than nine (9) months after the Contract's execution.

II. PHASE II: CREATE AN ECONOMIC DIVERSIFICATION STRATEGY FOR THE REGION

Provider shall develop an economic diversification strategy based on the comprehensive research and inventory development identified in Phase I for the Region. The economic diversification strategy shall outline the implementation of the sustainable and resilient economic diversification goals and objectives identified in Phase I for the Region.

A. Phase II Tasks:

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

1. Work with LRGVDC to create a realistic economic diversification strategy that nests Phase 1 results and LRGVDC's Comprehensive Economic Development Strategy and enhances the other plans within the region. To develop the economic diversification strategy, the Provider shall, at a minimum:
  - a. Perform market research to identify and analyze new sustainable, market sectors including, trade sector businesses and/or target industries which will bring economic growth and resilience to the Region, with consideration given to the potential for future disasters;
  - b. Identify any viable, emerging market sectors that could be deepened through targeted investments;
  - c. Analyze the existing workforce composition, i.e. labor force retention, educational attainment, and pipeline within the Region to complement existing or proposed market sectors;
  - d. Define potential public-private partnerships within the Region and inter-regionally that could be used to further such economic diversification goals;
  - e. Identify equipment, technology, infrastructure, and resources necessary to execute the economic diversification strategy and action plan;
  - f. Leverage GIS analysis to overlay hurricane-vulnerable areas (i.e. windstorm zones, floodplains, storm surge areas) with regional assets;
  - g. Organize strategies under, at minimum, the following five (5) goal areas:
    - Organization capacity;
    - Infrastructure;
    - Housing;
    - Economic development and diversification; and
    - Quality of life

- h. Recommend areas for improvement and develop strategies for retaining existing sectors and attracting new target sectors within the Region; and
- i. Identify short-term and long-term initiatives for achieving the resilient economic diversification goals; and
- j. Perform any additional tasks, as needed, for the creation of the economic development strategy.

B. Phase II Deliverables:

- 1. One (1) written economic diversification strategy for the Region, as developed through the performance of Phase II Tasks 1 a.-j. above, to be delivered to the GLO no later than eleven (11) months after Contract execution for GLO's review and acceptance.
- 2. Ongoing Phase II deliverables shall be:
  - a. Attendance at weekly in person or teleconference meetings, as requested by the GLO;
  - b. Monthly written reports detailing program status, significant issues, research conducted, and any other items that need to be addressed; and
  - c. Attendance at monthly meetings regarding program status, significant issues, research conducted, and items that need to be addressed, as requested by the GLO.

C. Phase II Schedule:

Phase II shall be completed no later than twelve (12) months after the Contract's execution.

III. PHASE III: DEVELOP AN ACTION PLAN

Provider shall develop an action plan outlining the steps necessary to implement the economic diversification strategy in Phase II and achieve the sustainable, economic goals and objectives outlined in Phase I and II.

A. Phase III Tasks:

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

1. Develop an action plan, for GLO's review and acceptance, that can be used to create future economic sustainability and diversification within the Region based on Phase I and II findings. As part of the action plan, Provider shall perform the following tasks, at a minimum:
  - a. Develop a vision and mission statement for future economic growth within the Region;
  - b. Identify and outline major action steps needed;
  - c. Prepare cost analyses, evaluate resources needed, and budget for the implementation of the action plan;
  - d. Prioritize improvements, development, and potential future property acquisition;
  - e. Identify all possible funding sources;
  - f. Identify all responsible parties for implementing the action plan;
  - g. Establish performance measures, timelines, and key milestones to evaluate whether, and to what extent, plan goals and objectives have been or will be met; and
  - h. Create a toolbox of best practices and potential strategies to help address various weaknesses determined within the Region.
  - i. Perform any additional tasks, as needed, for the creation of the action plan.
2. Present the action plan at three (3) public meetings for public comment and gather all public input for the final report.
3. Compile and deliver all public meeting materials and public responses to the GLO after each scheduled public meeting as described above.
4. Reevaluate and revise action plan, if necessary, based on public input gathered in Phase III Tasks 2 and 3, above.
5. Prepare and submit to the GLO the final Study, which shall include, at a minimum, an organized compilation of the research and inventory development report, the economic diversification strategy, and the action plan, including public comments and all associated documentation, data analyses, and research, for GLO's review and acceptance. This Study shall be formatted so that it can be disseminated to the public via the GLO's Recovery website.

B. Phase III Deliverables:

1. One (1) written economic diversification action plan for the Region to be delivered to the GLO no later than thirteen (13) months after Contract execution for GLO's review and acceptance.
2. Three (3) presentations of the action plan at public meetings within the Region no later than fourteen (14) months after Contract execution. Public meetings shall be held on weekdays after 5 p.m.
3. All public meeting materials including, but not limited to, meeting notes, public comments, public notices, and sign-in sheets, to be delivered to the GLO within seven (7) days after the respective public meeting date.
4. Resubmission to the GLO of the revised action plan (if required) incorporating comments from public meetings no later than fourteen (14) months after Contract execution for GLO's review and acceptance.
5. One (1) Study for GLO's review and acceptance for dissemination to the public no later than fifteen (15) months after Contract execution.
6. One (1) oral presentation to GLO staff of the Action Plan's findings and recommendations.
7. Ongoing Phase III deliverables shall be:
  - a. Attendance at weekly in-person or teleconference meetings, as requested by the GLO;
  - b. Monthly written reports detailing program status, significant issues, research conducted, and any other items that need to be addressed; and
  - c. Attendance at monthly meetings regarding program status, significant issues, research conducted, and items that need to be addressed, as requested by the GLO.

C. Phase III Schedule:

Phase III is estimated to be completed no later than fifteen (15) months after the Contract's execution.



### **2.3 CONTRACT AND TERM**

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

A sample contract is attached to this Solicitation as **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 COLLUSION**

A Respondent and its officers, partners, owners, agents, representatives, or employees shall not in any way collude, conspire, connive, or agree, directly or indirectly, with any other Respondent, firm, or person to submit a collusive proposal in response to this Solicitation. A Respondent shall not, directly or indirectly, seek by agreement or collusion with any other Respondent, firm, or person to fix the price related to this Solicitation or to secure any advantage in the award of a contract resulting from this Solicitation.

### **2.5 NO GUARANTEE OF VOLUME OR USAGE**

The GLO makes no guarantee of volume or usage under any contract resulting from this Solicitation.

### **2.6 CONTRACT 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## ARTICLE III. ADMINISTRATIVE INFORMATION

### 3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Issue Solicitation	September 9, 2021
Virtual Pre-Proposal Conference (Optional) Zoom Meeting – Link and Instructions in Section 3.2.5	September 20, 2021
Deadline for Submitting Questions	September 21, 2021 5:00 PM CDT
Anticipated Release Date of GLO’s Responses to Questions	September 27, 2021
Deadline for Submission of Solicitation Responses	October 11, 2021 at 2:00 PM CDT
Evaluation Period	October 13, 2021 to October 22, 2021
Selection and Award Notice	October 29, 2021
Contract Formation, Negotiation, and Execution	November 1, 2021 to November 12, 2021
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                                      Jaynee Williams, CTPM  
Address                                    1700 N. Congress Ave., Austin, Texas 78701

Phone 800-998-4456 or 512-463-5480  
Email [Jaynee.Williams@glo.texas.gov](mailto:Jaynee.Williams@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 5.6 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 ESDB at: <http://www.txsmartbuy.com/sp>. Responses shall be posted as an Addendum to the Solicitation. It is Respondent's responsibility to check the ESDB 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 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-Proposal Conference – OPTIONAL

The GLO will be virtually hosting an optional pre-proposal conference on **September 20, 2021 at 2:00 p.m. Central Time via Zoom**. To join this meeting, click the link below or copy and paste into your browser, and follow the instructions from Zoom.

Join Zoom Meeting:

<https://txglo.zoom.us/j/89306070915>

## 3.3 SOLICITATION RESPONSE COMPOSITION

### 3.3.1 General Requirements

Respondent shall complete and upload the documents listed below to the Box.com™ 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 **“RFP-X0023726B-JW\_(Respondent name)\_Part 1”**;
- b) One HUB subcontracting plan, submitted as one .pdf file titled **“RFP-X0023726B-JW\_(Respondent name)\_Part 2”**;
- c) One Annual Report (if applicable), submitted as one .pdf file titled **“RFP-X0023726B-JW\_(Respondent name)\_Part 3”**; and
- d) One Financial Statement Components Worksheet, submitted as one Excel file titled **“RFP-X0023726B-JW\_(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 RFP 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, and references sections outlined within, this Solicitation and shall be presented in 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:

[Upload Response Here!](#)

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™.

The GLO encourages Respondent to allow sufficient time for the submission of Solicitation Responses to Box.com™ to ensure timely receipt. If all or any portion of the Solicitation Response is received late, is illegible, or is otherwise rendered non-responsive due to equipment failure or operator error, the Solicitation Response or the applicable portion of the Solicitation Response will not be considered. The GLO shall not be liable for equipment failure or operator error.

### 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **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. 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 Respondent meets each minimum qualification or can direct the evaluators to the appropriate section of the Solicitation Response that provides support for Respondent satisfying each minimum qualification.

- 4.1.2.1 Provider must have individuals on staff who speak Spanish fluently and can translate outreach documents from English to Spanish.
- 4.1.2.2 Provider’s principal investigator must either possess a master’s degree or a Ph.D. in economics or related field and have 5 years of experience in providing comprehensive planning services and economic evaluation, or have 10 years of experience in providing comprehensive planning services and economic evaluation.
- 4.1.2.3 Provider must have applicable experience providing comprehensive planning services and economic evaluation.
- 4.1.2.4 Provider must demonstrate working knowledge of the regulatory and statutory framework relating to grant processes funded by HUD.
- 4.1.2.5 Provider must demonstrate experience working with the latest Esri-based GIS desktop software and Esri web application system software.
- 4.1.2.6 Provider must be financially solvent and adequately capitalized, as

demonstrated by the Annual Report requested in Article V of this Solicitation.

#### 4.1.3 Selection Criteria

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

- 4.1.3.1 Demonstrated ability to perform the services described in Article II and the documented experience, qualifications, and past performance of Respondent and proposed staff, as demonstrated by information provided by Respondent in its Solicitation Response, any returned references, and the Texas Comptroller of Public Accounts Vendor Performance Tracking System (35%);
- 4.1.3.2 Cost Proposal (20%);
- 4.1.3.3 Proposed hypothetical methodology and schedule for completion of the Project, as requested in Section 5.2, below (35%); and
- 4.1.3.4 Overall responsiveness, clarity, and organization of 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 PRESENTATIONS

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



Respondent for its presentation will be added to the score received from the evaluation of the Respondent's written Solicitation Response.

#### **4.3 BEST AND FINAL OFFER (BAFO)**

Clarification discussions, at the GLO's sole option, may be conducted with Respondents who submit Solicitation Responses determined to be acceptable and competitive. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of the Solicitation Responses. Such revisions may be permitted after submission and prior to award to obtain BAFOs. In conducting discussions, there shall be no disclosure by the GLO of any information derived from the Solicitation Responses submitted by competing Respondents.

#### **4.4 CONTRACT AWARD**

It is the intent of the GLO to award up to one contract to provide services under this Solicitation. An award notice will be sent to the selected Respondent(s). Neither the GLO's issuance nor a Respondent's receipt or acceptance of an award notice forms a contract between the GLO and a selected Respondent. 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.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **ARTICLE V. REQUIRED RESPONDENT INFORMATION**

### **5.1 RESPONDENT INFORMATION**

In addition to the summary of minimum qualifications required under Section 4.1.2 of this RFP, 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**

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.

Name, title, and specific work to be performed/services to be provided shall be included for each identified staff member along with a description of each person's relevant experience, including project description, time period(s), and project role. Respondent shall provide a work plan that identifies what qualified staff will be available to provide services under the contract and when they will be available, including but not limited to, having all necessary monitoring, compliance, or administrative grant training.

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 TECHNICAL PROPOSAL

Respondent must describe clearly, specifically, and as completely as possible, its proposed methodology for achieving the objectives and requirements of this Solicitation. Respondent should identify all tasks to be performed to be responsive to Article II, Scope of Work, including activities, materials, and other products, services, and reports to be

generated during the contract period and relate them to the stated purposes and specifications described in this Solicitation.

Respondent shall provide a detailed Project task schedule and timeline, which shall correspond directly with the payment schedule required in Respondent's Cost Proposal in accordance with Section 6.1, below.

### 5.3 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.**

### 5.4 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.

## 5.5 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.

## 5.6 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.

### 5.6.2 HUB Subcontracting Plan

The Texas Comptroller of Public Accounts ("Comptroller") has established statewide HUB participation goals. The GLO encourages its vendors to reach out to Texas-certified HUBs, as this helps the GLO meet or exceed these goals. Respondents shall make a good-faith effort to include Texas-certified HUBs in their outreach notification process. Contracts awarded pursuant to this Solicitation will be classified as all other services contracts as defined by the Comptroller. The Comptroller established a HUB Annual Procurement Utilization Goal of 26.0% HUB usage for all other services.

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.

Respondents may access a list of potential HUB subcontractors on the State's CMBL through the following web site:

<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>.

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.

Please refer to the cover letter included with **Exhibit D** for specific instructions for locating potential HUB subcontractors utilizing the State's CMBL.

### 5.6.3 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.

Stella Roland

[Stella.Roland@GLO.Texas.Gov](mailto:Stella.Roland@GLO.Texas.Gov)

512.662.6899

Vonda White

[Vonda.White@GLO.Texas.Gov](mailto:Vonda.White@GLO.Texas.Gov)

512.947.6441

### 5.6.4 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 a post-award meeting with the selected Provider to discuss HSP reporting requirements. The selected Provider 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. HUB Progress Assessment Reports will be sent to: [hub@glo.texas.gov](mailto: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](mailto: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).

#### 5.6.5 Compliance with Federal Requirements

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

### 5.7 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.

### 5.8 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 ESBD as an Excel workbook (.xlsx format). Any Respondent that fails to comply with this Section 5.8 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 4.1.2.4 of this Solicitation.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## ARTICLE VI. COST PROPOSAL

### 6.1. COST PROPOSAL

Respondent must submit a cost proposal on the included *Cost Proposal* form, **Exhibit E**, for the services specified in this solicitation. Respondent must complete the form in its entirety and shall include the specific costs associated with each of the tasks listed on the form, priced per the stated units, as they relate to Respondent's Proposal. Respondent's cost proposal shall include all labor, materials, tools, supplies, equipment, and personnel, including, but not limited to, travel expenses, insurance, associated costs and incidental costs necessary to provide the products and services requested herein, according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation.

Respondent shall provide a detailed payment schedule, which shall correspond directly to the Project task schedule and timeline required in Respondent's Technical Proposal in accordance with Section 5.2, above.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **ARTICLE VII. TERMS, CONDITIONS AND EXCEPTIONS**

### **7.1 GENERAL CONDITIONS**

#### **7.1.1 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.

#### **7.1.2 Informalities and Irregularities in Solicitation Responses**

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

#### **7.1.3 Rejection**

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

#### **7.1.4 Irregularities**

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.

#### **7.1.5 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.

#### **7.1.6 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 Respondent to include proprietary or otherwise confidential information in its Solicitation Response or other submitted information, 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 that 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 the selected Respondent's Solicitation Response, shall be posted to the GLO's website.

### 7.1.7 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.

### 7.1.8 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.

### 7.1.9 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.

## 7.2. INSURANCE

### 7.2.1 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:

#### 7.2.1.1 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>

7.2.1.2 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

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

7.2.1.4 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.

7.2.2 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.

### 7.3. 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.

### 7.4 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.

## **7.5 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.

## **7.6 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

## **7.7 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 or who makes any materially false, fictitious, or fraudulent statement or representation or who 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 Title 18, United States Code, § 1001.

**Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, by the action of submitting its Solicitation Response to the GLO for consideration, Respondent certifies that any statements, entries, or claims made by Respondent in the Solicitation Response are true, complete, and accurate.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ARTICLE VIII. 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 copy of IRS Letter 147C, Verification of Employer Identification Number, or any IRS document listing both the EIN and Entity name on IRS letterhead.
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. Technical Proposal (Section 5.2) \_\_\_\_\_
9. References (Section 5.3) \_\_\_\_\_
10. Major Subcontractor Information (Section 5.4) \_\_\_\_\_  
*If not applicable, please indicate in the proposal.*
11. Litigation History (Section 5.5) \_\_\_\_\_  
*If not applicable, please indicate in the proposal.*
12. Conflicts (Section 5.7) \_\_\_\_\_  
*If not applicable, please indicate in the proposal.*
13. Cost Proposal (Section 6.1) \_\_\_\_\_



**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) \_\_\_\_\_

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**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 any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted 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. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Respondent further represents and warrants that if a former employee of the GLO was employed by Respondent within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Respondent that the employee worked on while employed by 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 512.463.6078 or [Tracey.Hall@glo.texas.gov](mailto:Tracey.Hall@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 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, 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 Workplace 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. 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.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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 Solicitation<sup>1</sup>**

---

**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 Solicitation<sup>2</sup>**

---

---

**Respondent's Employer Identification Number (must match IRS Letter)<sup>3</sup>**

---

**Telephone**

---

**Email**

---

**Address**

---

**City/State/Zip**

---

---

<sup>1</sup> 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.

<sup>2</sup> Attach proof of registration with the Texas Secretary of State.

<sup>3</sup> Attach a copy of IRS Letter 147C, Verification of Employer Identification Number, or any IRS document listing both the EIN and Entity name on IRS letterhead.



**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**



**GLO CONTRACT NO. 21-185-000-C935**  
**COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM**  
**MITIGATION FUNDING**

THE GENERAL LAND OFFICE (the “GLO”) and «VENDOR», Texas Identification Number (TIN) «EntityTaxIDNo», (“Provider”), enter into the following contract for comprehensive economic-development data collection and analysis services (the “Contract”) pursuant to applicable provisions of the Texas Government Code, Chapter 2155-2256 (*et seq.*), in conjunction with the procurement requirements stated at 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 (including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155-2262 of the Texas Government Code).

“[Amendment](#)” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract.

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

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

“[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.

“[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.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[County](#)” means one of the following four (4) Texas counties: Hidalgo, Willacy, Cameron, and Starr.

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

“Federal Assurances” means Standard Form 424B (non-construction projects) or Standard Form 424D (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 statements 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.

“HSP” means HUB Subcontracting Plan, as described in 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, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“Mentor Protégé” means the leadership program of the Comptroller of Public Accounts, which can be found at <https://comptroller.texas.gov/purchasing/vendor/hub/mentor.php>.

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

“Project Manager” means a representative of the GLO designated to oversee the Project.

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

“Provider” means «**VENDOR**», the entity selected to accomplish the Project under this Contract.

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

“RFP” means the GLO’s Request for Proposals No. X0017671-VS, or the Solicitation, as defined below.

“[Solicitation](#)” means GLO Request for Proposals No. X0017671-VS (including any Addenda), which is incorporated herein by reference for all purposes.

“[Solicitation Response](#)” means Provider’s full and complete response to the Solicitation. , including any Addenda, which is incorporated herein by reference for all purposes.

“[State](#)” means the State of Texas and any state agency (including the GLO and its officers, employees, or authorized agents).

“[State of Texas Textravel](#)” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements, if any, under this Contract.

“[Subcontractor](#)” means an entity that contracts with Provider to perform part or all of Provider’s obligations under this Contract.

“[Subrecipient](#)” means a local governmental body or political subdivision that receives a subaward under HUD’s CDBG-DR housing or non-housing programs.

“[Subrecipient Agreement](#)” means the contractual agreement for a CDBG-DR subaward between the GLO and any Subrecipient for which Provider performs services, if any, assigned by the GLO.

“[Technical Guidance Letter](#),” or “[TGL](#),” means an instruction, clarification, or interpretation of the requirements of CDBG-DR, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

“[U.S.C.](#)” means the United States Code.

## **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 in this Contract, references to contracts (including this Contract) include all subsequent Amendments and other modifications thereto, to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract. A reference to a statute or regulation includes all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) All Attachments to this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract.
- (g) This Contract may use several limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and shall be performed in accordance with their terms.
- (h) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase “in its/their



sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it.

- (i) Time is of the essence in this Contract.
- (j) If this Contract and its Attachments conflict, such conflicts shall be resolved in the following order of precedence: the signed Contract, **Attachment A**, **Attachment B**, **Attachment C**, **Attachment D**, **Attachment E**, the Solicitation, and the Solicitation Response.

### **1.03 PROJECT**

Provider shall perform comprehensive economic-development research, data collection, and analysis services (the “Project”) necessary for assisting the GLO in fulfilling its duty to administer the CDBG-MIT program for the State of Texas in compliance with all applicable federal, state, and local laws, ordinances, and regulations (including the C.F.R., HUD requirements, and CDBG-MIT rules and regulations).

Provider shall research, prepare, produce, and present the Economic Diversification 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 four (4) counties (each a “County” and collectively the “Region”): Hidalgo, Willacy, Cameron, and Starr.

Provider shall perform the Project in compliance with (a) HUD requirements; (b) this Contract and all Attachments thereto; (c) the Nonexclusive List of Applicable Laws, Rules, and Regulations in **Attachment D**; (d) all Amendments to this Contract; (e) all Technical Guidance Letters related to this Contract; (f) the Solicitation; and (g) 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, «PMName», «PMemail», in a format agreed upon between the Parties.

## **II. TERM**

### **2.01 DURATION**

This Contract shall be effective as of the date when it is executed by the last Party and shall terminate on \_\_\_\_\_. The GLO, at its own discretion and subject to terms and conditions mutually agreeable to both Parties, may extend this Contract.

### **2.02 EARLY TERMINATION**

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of any such notice, Provider shall immediately cease work, terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the

equitable settlement of the Parties' respective 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.

Provider may request reimbursement for services based on the Deliverable(s) stated in **Attachment A**, according to the services authorized, contingent on Provider's facilitation of the timely submission of required reports, if any. Payment will not be authorized until Deliverables are accepted by the GLO.

#### **At a minimum, invoices must**

- (a) be submitted to [DR.Billing@GLO.Texas.Gov](mailto:DR.Billing@GLO.Texas.Gov);
- (b) **prominently display "GLO Contract No. 21-085-001-C935"**;
- (c) list the current amount being billed;
- (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 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.

**The Prompt Pay Act generally applies to payments to Provider. However, the Prompt Pay Act does not apply if Provider does not send invoices through [DR.Billing@GLO.Texas.Gov](mailto:DR.Billing@GLO.Texas.Gov).** If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall 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 communication and any attached documents.

Costs for travel included in the Scope of Services, **Attachment A**, may not exceed the rates established by the Comptroller of the State of Texas (as outlined in the State of Texas travel guidelines, *Textravel*).

Subject to the maximum Contract amount authorized herein and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct<sup>1</sup> expenses may be reimbursed under this Contract for professional or technical personnel who are (a) working away from the cities in which they are permanently assigned, (b) conducting business specifically authorized by the GLO, and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas (as outlined in the State of Texas travel guidelines, *Textravel*). If a rate within the limits set forth in *Textravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Project Manager by using the GLO Travel Office approved form.

#### **IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES**

##### **4.01 PERFORMANCE WARRANTY**

- (a) Provider warrants that it will perform all work and provide all Deliverables 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 shall 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 delivers defective or damaged Deliverables, fails to complete Deliverables timely, or fails to perform satisfactorily under this Contract, the GLO may require Provider, at its sole expense, to do the following:
  - (i) repair or replace defective or damaged Deliverables;
  - (ii) refund payment for defective or damaged Deliverables and accept the return of such Deliverables;
  - (iii) pay liquidated damages for any past-due deliverable; and/or
  - (iv) take necessary action to ensure that future performance and Deliverables conform to the Contract.

##### **4.02 GENERAL AFFIRMATIONS**

Provider further certifies that it has reviewed the General Affirmations in **Attachment C** and is in compliance with each of the requirements reflected therein to the extent that 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 requirements contained therein to the extent

---

<sup>1</sup> Upon specific written approval by the GLO, 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.

that they apply. **Provider certifies it is in compliance with all other applicable federal laws, rules, or regulations pertaining to this Contract including, but not limited to, those listed in Attachment D.**

#### **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 by Congress under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018 and allocated to the State of Texas under U.S. Department of Housing and Urban Development Grant No. B-18-DP-48-0002 for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301, *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2017, pursuant to 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-MIT Program, and any other applicable laws. Further, Grantee acknowledges that all funds are subject to recapture and repayment for noncompliance.
- (b) **All CDBG-MIT Program participants must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code.** Grantee shall report its DUNS number and CAGE code to the GLO for use in various grant-reporting documents. A DUNS number may be obtained by visiting the Dun & Bradstreet website: <https://www.dnb.com>. A CAGE code will be assigned when the obtained DUNS number is registered with the System for Award Management at <https://www.sam.gov/SAM/>. Assistance with this website may be obtained by calling 866-606-8220. **Each CDBG-MIT Program participant is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

#### **5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution,

it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

- (b) Any breach of contract claim by Provider for damages under this Contract may not exceed the amount due and owing Provider or the amount of funds appropriated for payment but not yet paid to Provider under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity by the GLO.

### **5.03 RECAPTURE OF FUNDS**

The discretionary right of the GLO to terminate for convenience under **Section 2.02** notwithstanding, the GLO may terminate the Contract and recapture and be reimbursed for any payments made by the GLO that (a) exceed the maximum allowable rates; (b) are not allowed under applicable laws, rules, or regulations; or (c) are otherwise inconsistent with this Contract, including any unapproved expenditures.

### **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.

## **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 such documents as 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 granted to the GLO herein, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

### **6.03 THIRD-PARTY RELIANCE**

To the extent allowed by law, the GLO shall not use, willingly allow, or cause Work to be used for any purpose other than performance of Provider’s obligations under this Contract without advising any receiving party that it relies upon or uses the Work entirely at its own risk and without liability to Provider.

## **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 the terms and conditions of this Contract and all state and federal 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**

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period subsequent to the final closeout of the overall State of Texas CDBG-MIT grant program. **The GLO will notify all CDBG-MIT program participants 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 agree to 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. Furthermore, 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, including Provider's Solicitation Response and/or proposal(s) submitted prior to this Contract award, 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](mailto: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.

## **VIII. MISCELLANEOUS PROVISIONS**

### **8.01 INSURANCE**

Provider shall acquire, for the duration of this Contract, insurance and/or bonds with financially sound and reputable independent insurers licensed by the Texas Department of Insurance, in compliance with the requirements of the Solicitation. Provider may be requested to submit evidence of insurance (including, if requested, a schedule of coverage, or "underwriter's schedules") as required under this Contract to establish to the satisfaction of the GLO the nature and extent of coverage granted by each policy. Provider shall secure such additional policies or coverage that the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Provider must produce renewal certificates for each type of coverage. Provider may not perform any work under this Contract if Provider's insurance coverage does not meet the requirements of this Contract. The GLO may terminate this Contract if Provider fails to submit required insurance documents.

### **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 or resulting from the execution or performance of the Contract. Provider shall comply with all state and federal laws applicable to any such persons (including 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, Subcontractors, 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 from, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any work associated therewith. 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. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with Provider in any lawsuit. Provider may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.

### **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 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/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 from, connected with, or resulting from any acts or omissions of Provider or its officers, agents, employees, representatives, suppliers, contractors, Subcontractors, assignees, designees, order fulfillers, or suppliers of contractors or Subcontractors in the execution or performance of 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. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with Provider in any lawsuit. Provider may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.

**Provider is solely responsible for the safety and well-being of its employees, customers, and invitees. The provisions of this Section 8.04 shall survive termination or expiration of this Contract.**

#### **8.05 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 from, connected with, or resulting from infringement of any United States patent, copyright, trademark or 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 such claim. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with Provider in any lawsuit. Provider may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.
- (b) Provider shall have no liability under this section if the alleged infringement is caused in whole or in part by (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Provider's written approval, (iii) any modifications made to the product by the Provider pursuant to the GLO's specific instructions, or (iv) any use of the product or service by the GLO that does not conform with the terms of any applicable license agreement.

- (c) If Provider becomes aware of an actual or potential claim or the GLO provides Provider with notice of an actual or potential claim, Provider shall, 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. 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 shall 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 as relieving Provider of the responsibility for ensuring that the goods delivered and/or services rendered by Provider and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Provider will notify the GLO in writing of any such Subcontractor performing fifteen percent (15%) or more of the work under this Contract. Such notification shall 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**

If required under the terms of Chapter 2161 of the Texas Government Code, Provider shall submit a HUB Subcontracting Plan ("HSP") to the GLO for approval. Once the GLO approves Provider's HSP, Provider shall supply the GLO with pertinent details of any HUB Subcontractor performing services in performance of the Project. The GLO encourages the parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. Provider will submit monthly compliance reports (Prime Contractor Progress Assessment Report) to [HUB@glo.texas.gov](mailto:HUB@glo.texas.gov), specifying the use of HUB Subcontractors (including expenditures to HUB Subcontractors) if applicable. Provider must submit any HSP modifications to the GLO for prior approval through an HSP Change Order. If Provider modifies its HSP without the GLO's prior 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, withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or

contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

#### **8.09 COMPLIANCE WITH OTHER LAWS**

In its performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract, including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

#### **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, 7<sup>th</sup> 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 if and when received 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 SECTION 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, this Contract shall be construed as if such provision did not exist,

and 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 (each referred to as a “Force Majeure,” and collectively, “Forces 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 shall promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and shall 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(s) or documents issued in conjunction with this Contract or pursuant to its terms constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any Attachment(s), Amendment(s), or supporting documentation shall be harmonized with this Contract to the extent possible. Unless there is an express, mutual intent to amend this Contract, general conflicts in language shall be construed consistently with the terms of this Contract. Except as provided herein, this Contract, its Attachment(s), or Amendment(s) issued under this Contract may be amended by only 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 but one and the same

Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other Party, this Contract shall be null and void.

#### **8.17 PROPER AUTHORITY**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services Provider performs before this Contract's effective date or after its termination or expiration are performed at Provider's sole risk.

#### **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, the Provider shall make maximum use of products containing recovered or recycled materials that are EPA-designated items unless the product cannot be acquired:
  - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
  - (ii) in a way that meets contract performance requirements; or
  - (iii) at a reasonable price.
- (c) To ensure maximum use of recovered/recycled materials pursuant to 2 CFR § 200.322, information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines 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 creation of debts, recapture of state funds; overpayment of state funds; limitation of amount of Provider claims for damages; ownership and Intellectual Property; copyright; books and records; third-party reliance; insurance; taxes; workers' compensation; records-retention methods and time requirements; inspection and audit; confidentiality; public records; indemnification and liability; infringement of Intellectual Property rights; independent contractor relationship; 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 according to Texas Government Code, Chapter 2260; 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 shall comply with all terms specified in the GLO Information Security Appendix, 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 correct, accurate, and complete.**

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT No. 21-185-001-C935  
ECONOMIC DEVELOPMENT STRATEGY AND DIVERSIFICATION PROJECT**

**GENERAL LAND OFFICE**

**«VENDOR»**

\_\_\_\_\_  
Mark A. Havens, Chief Clerk /  
Deputy Land Commissioner

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

OGC \_\_\_\_\_

PM \_\_\_\_\_

DD \_\_\_\_\_

SDD \_\_\_\_\_

DGC \_\_\_\_\_

GC \_\_\_\_\_

**ATTACHMENTS 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

**INCORPORATED BY REFERENCE**

- SOLICITATION**
- SOLICITATION RESPONSE**

**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 Texas General Land Office - Solicitations	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

Texas General Land Office - Solicitations

21-185-001-C935

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

<b>1. *Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. *Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. *Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____  Congressional District, <i>if known</i> : _____		<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:    Congressional District, <i>if known</i> : _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, <i>if known</i>:</b>	<b>9. Award Amount, <i>if known</i>:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>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.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## 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, regardless of when the debt or delinquency arises.
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, except as otherwise provided by statute, rule, or regulation, **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. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
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, and except as otherwise provided by statute, rule, or regulation, **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. Except as otherwise provided by statute, rule, or regulation, 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). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.
  - 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. Except as otherwise provided by statute, rule, or regulation, 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 Chapter 2271 of the Texas Government Code applies to this Contract, **Provider** verifies that it does not boycott Israel and will not boycott Israel during the term of the 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. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, **Provider** represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, **Provider** further represents and warrants that if a former employee of the GLO was employed by **Provider** within one year of the employee's leaving the GLO, then such employee will not perform services on projects with **Provider** that the employee worked on while employed by the GLO.
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



FULLFILLERS, 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 the Project, 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 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 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; 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 C.F.R. 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 C.F.R. 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 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 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 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with

24 C.F.R. 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 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. 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 C.F.R. 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 C.F.R. §§ 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 C.F.R. 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 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. 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 C.F.R. 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 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

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

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 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 C.F.R. 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 C.F.R. 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 C.F.R. part 658).

**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 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 C.F.R., 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## **GLO Information Security Appendix for Vendors**

### **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, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to individuals, that Provider 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. GLO data does not include other information that is lawfully made available to the Provider through other sources.

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

“[Sensitive Personal Information](#)” or “[SPI](#)” includes information that is not available elsewhere or may harm an individual by being made available as categorized in Tex. Bus. & Com. Code § 521.002(a)(2). SPI does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

### **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 PII or SPI Data with any third parties, except as necessary for Provider's performance under the Contract.
- 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 and/or SPI 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 and Return of Data**

- 3.1. The GLO shall retain full ownership of all GLO data, which includes PII and/or SPI, disclosed to Provider or to which the Provider otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO data, in any form, provided to Provider ceases to be necessary for Provider's performance under the Contract, Provider shall within fourteen (14) days thereafter securely return such GLO data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Provider's possession or control and certify to the GLO that such tasks have been completed. 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.

### **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](mailto: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.

**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: RFP – X0023726B-JW

Lower Rio Grande Valley Economic Development Strategy and Diversification Study

**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
915	10	Advertising Digital
915	22	Communication Marketing Services
915	23	Conferences Coordinating and Planning Services
952	77	Research and Evaluation Human Services
956	05	Business Research Services
956	30	Historical Studies and Services
956	70	Research Services, Other Than Business
961	02	Administrative Services, All Kind
961	53	Marketing Services Including Distribution, Public Opinion Surveys, Research
961	64	GPS Service including Survey
920	24	Data Conversions Services
926	72	Planning and Advisory Services, Environmental
946	77	Statistical Services
961	28	Economic Development
961	75	Translation Services

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/tpasscmlsearch/> 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 Plan, identifying HUB vendors with proper NIGP codes, contact Daphne Grantham at 512-914-7777 or [daphne.grantham@glo.texas.gov](mailto:daphne.grantham@glo.texas.gov) , Vonda White at 512-947-6441 or [Vonda.white@glo.texas.gov](mailto:Vonda.white@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 <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	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 <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	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 <small>(mm/dd/yyyy)</small>
-----------	--------------	-------	-------------------------------------

**Reminder:**

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

# HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

**SECTION A-1: SUBCONTRACTING OPPORTUNITY**

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION A-2: SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their 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		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

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

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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.

Rev. 2/17

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://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.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

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

<b>SECTION A: PRIME CONTRACTOR'S INFORMATION</b>	
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____

<b>SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: _____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>

**SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION**

**1. Potential Subcontractor's Bid Response Due Date:**

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

*In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).*

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

**2. Subcontracting Opportunity Scope of Work:**

3. Required Qualifications: - Not Applicable

4. Bonding/Insurance Requirements: - Not Applicable

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

# General Land Office

How to complete your HUB Subcontracting Plan (HSP)



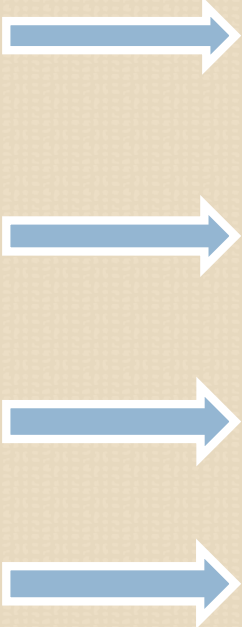
# HUB SUBCONTRACTING PLAN (HSP) IS A REQUIREMENT


- 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 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. - 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 described) 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



## HUB Subcontracting Plan (HSP)

Rev. 2/17

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)(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 00.0%

Vonda White  
vonda.white@glo.texas.gov  
512-463-5376

Daphne Grantham  
daphne.grantham@glo.texas.gov  
512-463-5194

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 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: \_\_\_\_\_

(mms 10/1/17)

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 #: \_\_\_\_\_

**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/vendors/hubforms.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.

Rev. 1/17

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>
-----------	--------------	-------	-------------------------------------

**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 A (Attachment A)

## Section A-1

If you responded “Yes” to Sections 2, Items (c) or (d), **you must** submit a completed “HSP Good Faith Effort – Method A (Attachment A)” for each of the subcontracting opportunities listed in Section-2, item (b).

Note: Item number must coincide with “Section-2, item (b).”

## Section A-2

Identify subcontractors that will be used during the course of the contract; please list VID number for HUBs and Non-HUBs; approximate dollar amount and percentage of work to be subcontracted.

**To Be Determined** is not acceptable.

Percentage should coincide with Section-2, item (b).

**HSP Good Faith Effort - Method A (Attachment A)** Rev. 9/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

***IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>*

**SECTION A-1: SUBCONTRACTING OPPORTUNITY**

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION A-2: SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their 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/tpascombsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB <input type="checkbox"/> - Yes <input type="checkbox"/> - No	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		\$	%
	<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		\$	%
	<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		\$	%

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

Page 1 of 1  
(Attachment A)



## 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)

Rev. 1/17

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/tpasscmbldsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.

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

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<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

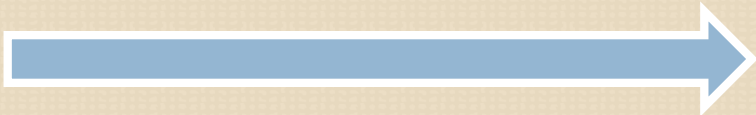
# Notification of a Subcontracting Opportunity

## 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.

# HUB Subcontractor Notification form:

- Note: Respondent must provide notice of each subcontracting opportunity.



## HUB Subcontracting Opportunity Notification Form

Rev. 1/17

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

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

<b>SECTION A: PRIME CONTRACTOR'S INFORMATION</b>	
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____
<b>SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: _____
Requisition #: _____	(mm/dd/yyyy)
<b>SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>	
<b>1. Potential Subcontractor's Bid Response Due Date:</b>	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ on _____.	
Central Time Date (mm/dd/yyyy)	
<small>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282 (19)(C).</small>	
<small>(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.)</small>	
<b>2. Subcontracting Opportunity Scope of Work:</b>	
<b>3. Required Qualifications:</b>	<input type="checkbox"/> - Not Applicable
<b>4. Bonding/Insurance Requirements:</b>	<input type="checkbox"/> - Not Applicable
<b>5. Location to review plans/specifications:</b>	<input type="checkbox"/> - Not Applicable

# 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.

# 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.
- Stella Roland, Assistant HUB Coordinator  
[stella.roland@glo.texas.gov](mailto:stella.roland@glo.texas.gov)  
**512-662-6899**
- Vonda White, HUB Coordinator  
[vonda.white@glo.texas.gov](mailto:vonda.white@glo.texas.gov)  
**512-947-6441**



**EXHIBIT E. COST PROPOSAL FORM**

Respondent’s Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 GLO Project Number: RFP X0023726B-JW  
 Project Title: LRGV Economic Development Strategy and Diversification Study

**NOTE:**

1. Solicitation Responses shall be binding for a period of ninety (90) days after they are opened for the price specified by the Respondent. Respondents will be required to provide material, labor, and applicable sales tax breakdown on all prices prior to award.
2. Respondent should consider all costs necessary to perform the required services, and other actions, including staffing, travel, management, materials, etc.
3. As part of its Cost Proposal, Respondent shall provide a detailed payment schedule, which shall correspond directly to the Project task schedule and timeline required under Section 5.2 of the Solicitation.
4. Any difference in cost based on Region should be demonstrated by Region in the Cost Proposal.

Having carefully examined the Solicitation documents, we hereby propose to furnish all labor, materials, and equipment necessary to satisfactorily complete the work for the following amounts:

PROJECT DELIVERABLES	Qty	Cost Per Unit	Total Cost Per Line Item
<b>Phase I: Research and Inventory Development</b>			
Kickoff meeting and written meeting summary	1	\$	\$
Community outreach plan	1	\$	\$
Research and inventory development report	1	\$	\$
<b>Phase II: Economic Diversification Strategy</b>			
Economic diversification strategy	1	\$	\$
<b>Phase III: Action Plan</b>			
Economic diversification action plan	1	\$	\$
Outreach and presentation of action plan at public meetings	3	\$	\$

Compilation and delivery of public meeting materials to GLO	3	\$	\$
Resubmission of revised Action Plan	1	\$	\$
Economic Development Strategy and Diversification Study	1	\$	\$
<b>Ongoing Phase I, II, and III Weekly and Monthly Deliverables</b>			
Weekly in person or teleconference meetings, as requested by GLO	60	\$	\$
Monthly Reporting of Provider's program status	15	\$	\$
Monthly meetings regarding program status, as requested by GLO	15	\$	\$
<b>TOTAL PROJECT COSTS</b>			\$

**RESPECTFULLY SUBMITTED:**

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Respondent's Corporate Charter No. \_\_\_\_\_

Date: \_\_\_\_\_

If a corporation, attach a corporate resolution or other official corporate documentation, which states that the person signing this proposal is an authorized person to sign for and legally bind the corporation.

# EXHIBIT F: COUNTIES MAP

## INCLUDED COUNTIES

