



TEXAS GENERAL LAND OFFICE

is

REQUESTING QUALIFICATIONS

for

Residential Construction Repair Services

for

Disaster Response and Recovery

REQUEST FOR QUALIFICATIONS NO. X0015877-VW

Class 909 / Items 23, 54, 62; Class 910 / Items 52, 65

Release Date: October 25, 2018

Deadline for Submission: November 19, 2018

Solicitation Point of Contact:

Mahsa Azadi, CTPM at Mahsa.Azadi@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 (Texas General Land Office). The 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.

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1. EXECUTIVE SUMMARY

The General Land Office (“GLO”) is requesting Statements of Qualifications (“SOQs”) from highly qualified construction contractors to provide residential construction repair services for single-family dwellings. Performance of these services will assist the GLO and the State of Texas in fulfilling duties assigned by the Governor under Chapter 418 of the Texas Government Code relating to federally- or state-funded short-term housing recovery from Disasters in Texas. These services are detailed in Article II of this RFQ, *Scope of Work*. It is anticipated that the U.S. Federal Emergency Management Agency (“FEMA”) will be the primary funding agency for short-term housing recovery; funding may be provided from other sources including other federal agencies or state funds.

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

1.2. DEFINITIONS

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Addendum**” means a written clarification or revision to the Request for Qualifications issued by the General Land Office. Respondent 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 it can directly or indirectly 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.

“**Case Management**” means assisting beneficiaries in understanding and successfully navigating the terms and requirements of the Project.

“**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.

“**CMBL**” means the Centralized Master Bidders List.

“**Disaster**” means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause. To qualify

for services under this RFQ, an event must be declared a “major disaster” by the President of the United States, pursuant to Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*), or give rise to a declaration of a “state of disaster” by the Governor of the State of Texas, pursuant to Tex. Gov’t. Code § 418.014.

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

“FEMA” means the Federal Emergency Management Agency.

“Field Order” means a field-issued, written authorization from the GLO to begin tasks assigned under a Work Order. Multiple Field Orders may issue under one Work Order.

“GLO” means the Texas General Land Office.

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

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

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

“HVAC” means heating, ventilation, and air conditioning.

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

“Project” means the work related to individual grants awarded to Texas recipients for residential construction repair services for single-family dwellings performed in support of the GLO’s recovery efforts for Disasters.

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

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

“Respondent” means an entity responding to this Solicitation.

“RFP” means Request for Proposals.

“RFQ” means Request for Qualifications.

“Solicitation” means this RFQ.

“Solicitation Response” means the Respondent’s entire response to this RFQ, including all documents listed on the Submission Checklist in Article VII of this Solicitation.

“SOQ” means Statement of Qualifications.

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

“Subrecipient” means a local governmental body or political subdivision that receives a subaward from the GLO for disaster response and recovery activities.

“UGLG” means Unit of General Local Government and a Subrecipient of Disaster funding, including, but not limited to, a council of government, county, or municipality.

“Work Order” means specific, written authorization issued pursuant to an RFP to perform the task(s) listed therein.

1.3. AUTHORITY

The GLO is soliciting the services listed herein under Chapters 418, 2155, and 2156 of the Texas Government Code, in conjunction with the procurement requirements stated at 2 C.F.R. Part 200.

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ARTICLE II. SCOPE OF WORK

2.1. SCOPE OF SERVICES REQUESTED

The selected Provider(s) will perform, or cause to be performed, residential construction repair services for single-family dwellings, including Case Management, which will aid the GLO in completing qualified housing programs eligible for Disaster funding and fulfilling its statutory responsibilities for preparation, response, and recovery as related to Disaster recovery.

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

2.2. DESCRIPTION OF SERVICES

Provider(s) will be awarded projects following a builder assignment method to repair affected homes at the sole discretion of the GLO. Respondent must be able to perform or cause to be performed all of the service categories listed herein to be considered eligible for award under this Solicitation.

2.2.1 Scope of Work

It is anticipated that homes eligible for residential construction repair services will require an array of repairs ranging from minor to major construction. Because this solicitation is for future authorized programs, the exact scope of work is unknown. The services required for each repaired structure will vary and may include, but not be limited to, the following:

2.2.1.1 Damage Assessments

- Develop a thorough scope of necessary repairs using a GLO prescribed form.

2.2.1.2 Interior Repairs

- Demolish, remove, and properly dispose of debris;
- Clean and sanitize damaged materials;
- Repair and/or replace interior wall cover, including drywall;
- Repair and/or replace floor, subfloor and/or floor covering;
- Repair and/or replace interior doors;
- Repair and/or replace cabinets;
- Repair and/or replace bathroom vanity;
- Repair and/or replace bathroom exhaust fan;
- Replace essential appliances;

- Perform lead-based paint mitigation; and
- Perform asbestos mitigation.

2.2.1.3 Exterior Repairs

- Repair and/or replace windows,
- Repair and/or replace exterior doors;
- Replace ceiling/wall insulation;
- Repair and/or replace siding/veneer;
- Repair and/or replace roof;
- Perform any required repairs to the building envelope; and
- Perform lead-based paint mitigation, if necessary.

All repairs made to the exterior of a dwelling must meet Texas Department of Insurance (TDI) Windstorm Inspection requirements, available on the TDI website at <https://www.tdi.texas.gov/wind/index.html>, if applicable.

2.2.1.4 Electrical/HVAC

Repair and/or replace:

- Furnace;
- Exterior electrical work, including weather, head, cable, and meter;
- Wiring;
- Electric panel: 200-amp main breaker-18 circuit;
- Outlets or switches;
- Central air conditioner;
- Duct work;
- Smoke detector(s);
- Carbon monoxide detector(s); and
- Light fixtures.

2.2.1.5 Plumbing

Repair and/or replace:

- Water heater;
- Water lines;
- Well pump;
- Pressure tank;
- Contaminated water supply;
- Septic tank;
- Distribution box;
- Drain field;

- Sewer lines;
- Gas lines;
- Sump pump;
- Kitchen sink;
- Bathroom sink;
- Faucets;
- Tub;
- Fiberglass shower; and
- Tank and toilet

2.2.1.6 Accessibility Related Repairs

Repair, install, and/or replace:

- Grab bars around toilet, tub, shower stall, and shower seat;
- Ramp(s);
- ADA-compliant thresholds, interior and exterior;
- ADA-compliant toilets;
- Faucet with single-lever faucet controls;
- Lever-type door knobs and handles;
- Single-push door locks;
- Drawers and cabinets with D-loop or other easy-to-use handle pulls; and
- Low-pile carpet or smooth anti-slip flooring.

2.2.1.7 Miscellaneous Repairs

Provider(s) will be required to perform any other ancillary construction related services that may be required to complete the Project in question. Said ancillary services may go beyond what would be required for the inspection of a property. Respondent must enumerate any other services that it may be able to provide in its SOQ.

2.2.2 Additional Requirements

In addition to performing the repairs listed above, Respondent shall demonstrate its ability to meet the following requirements:

- a) Provide Case Management coordination with the property owner and his/her family from assignment to construction completion and acceptance;
- b) Obtain all necessary state and local permits and approvals prior to the commencement of the work under any Work Order (if applicable);
- c) Be familiar with specialty construction elements associated with historic

properties, including coordination with Texas Historic Commission, other local commissions, historic districts, and stakeholders in other jurisdictions;

- d) Provide professional labor, equipment and materials adequate to perform the work in accordance with the scope of work issued for each eligible survivor's residential structure while ensuring that all applicable housing standards and codes are met;
- e) Perform all repairs in a manner consistent with current local building codes, standards, or minimal acceptable construction industry standards by the area, permitting, inspection requirements, and all applicable environmental planning and historic preservation (EHP) laws and regulations including at a minimum 2009 International Residential Code (IRC). Items will be repaired when feasible, but may be replaced when cost-effective to the government or when necessary to ensure the health and safety of the occupant;
- f) Provide documentation and tracking of construction progress;
- g) Meet with individual property owners to review the scope of work to be performed;
- h) Provide all necessary bonding and insurance requirements;
- i) Provide a one-year warranty applicable specifically to work performed;
- j) Assist survivors who may require assistance in vacating the damaged property;
- k) Meet the GLO's 90-day work completion requirement from the issuance of the Notice to Proceed;
- l) Respond to GLO open records request in a timely manner;
- m) Maintain all aspects of survivor project documentation;
- n) Perform repairs using materials of average quality used in new construction, in accordance with 44 C.F.R. § 206.117(b)(4)(iii), and taking into account the accessibility needs of the occupant; and
- o) Perform repairs to accessibility features and accessible routes guided by the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and HUD Design Details for Accessible Disaster Relief Housing.

2.3. EXTRAORDINARY COSTS

The GLO, in its sole discretion, may allow for reasonable costs, as defined in 2 C.F.R. §200.404, associated with unforeseen extraordinary circumstances related to the construction repair services performed on eligible single-family dwellings. All additional charges for unforeseen extraordinary costs must be documented (including photographs, where applicable), justified, and pre-approved in writing by the GLO.

2.4. PERFORMANCE OBJECTIVES, GOALS, AND OUTCOMES

- 1) The place of performance will be at the privately owned or leased lots of Disaster recovery beneficiaries.
- 2) Provider shall provide qualified personnel with experience in residential construction repair services for single-family dwellings, including Case Management, in emergency response and recovery conditions and the required number of personnel to accomplish the performance objectives.
- 3) Provider shall provide all necessary supplies, spares, tools, and test equipment, consumables, hardware, software, automatic data processing equipment, documentation, and other applicable properties.
- 4) All repairs made on eligible single-family residential structures by Provider are to meet Texas Commission on Environmental Quality and all other State standards of health and the environment.

2.5. CONTRACT AND TERM

The GLO intends to award no more than ten (10) indefinite delivery/indefinite quantity (IDIQ) contracts for the services requested under this Solicitation. Any IDIQ contract resulting from this Solicitation, except for the exception noted below, shall be effective for a two-year period from contract execution. The GLO, at its own discretion, may extend any contract awarded pursuant to this Solicitation for up to two (2) additional one-year terms, subject to terms and conditions mutually agreeable to both parties.

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

2.6. NO GUARANTEE OF VOLUME OR USAGE

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

2.7. WORK ORDER AUTHORIZATION AND COMPENSATION

Upon the issuance of a presidential or gubernatorial disaster declaration, the GLO will present competitive Requests For Proposals (“RFP”) to Providers qualified under this RFQ for the relevant service category or categories, select the proposal that represents the best value to the State, and issue a Work Order to that Provider. The GLO may reject all proposals if none are found to be acceptable and may request additional proposals from other Providers.

Total compensation under any Work Order awarded under an RFP will depend on the availability of funds as determined by a federal funding agency or the State of Texas. The performance period for any given Work Order will be specified in the RFP.

A sample Work Order is included with this Solicitation as **Exhibit D**. All Work Orders shall be in writing, signed by both the Provider and the GLO, and shall include a scope of services, a list of tasks to be performed by Provider, a time schedule, a list of deliverables if any, and such other information or special conditions as may be necessary for the work requested.

Pursuant to an issued Work Order, Provider will receive a Field Order for each individual task or subset of tasks required to complete the deliverables due under the Work Order. Each task must be completed within the time specified in the Field Order, but in no event shall completion of a task occur later than the last day of the performance period of the applicable Work Order. Provider must comply with all applicable laws and regulations for completing the assigned tasks. All Field Orders shall be approved and issued by the Project Manager or his/her designated representative. Each Field Order shall be subject to, and governed by, the terms and conditions of the Contract and the applicable Work Order.

2.8. DIRECT CONTRACTS WITH UNITS OF GENERAL LOCAL GOVERNMENT

The GLO may allow, at its discretion and the discretion of a federal funding agency, through an intergovernmental agreement contemplated under 2 CFR § 200.318(e), a UGLG or Subrecipient to procure from the pool of vendors qualified under this solicitation provided that such procurement complies with 2 CFR §§ 200.318-326 and any local procurement requirements, if not suspended by the Texas governor. The GLO shall require that the GLO be named as a third-party beneficiary in any contract resulting from such a procurement.

2.9. AUDIT

Providers must maintain accurate accounting records and other evidence pertaining to costs incurred in providing services. Such records and evidence must be made available to the

GLO and state and federal auditors at all times during the contract period and for five years after the date of the final payment to the Provider(s) under the contract.

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ARTICLE III. ADMINISTRATIVE INFORMATION

3.1. SCHEDULE OF EVENTS

EVENT	DATE/TIME
Issue Solicitation	October 25, 2018
Deadline for Submitting Questions	November 5, 2018 at 5:00 PM Central Time
Answers to Questions Posted to the ESBD	November 9, 2018
Deadline for Submission of Solicitation Responses	November 19, 2018 at 2:00 PM Central Time
Evaluation Period	November 26, 2018 to December 7, 2018
Selection and Award Notice	December 14, 2018
Contract Formation, Negotiation and Execution	December 17, 2018 to December 28, 2018
Deadline for Insurance	Prior to commencing work under a Work Order, if any

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

3.2. INQUIRIES

3.2.1 Contact

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

Name	Mahsa Azadi, CTPM
Title	Purchaser
Address	1700 N. Congress Ave.
City, State, Zip	Austin, Texas 78701

Phone (800) 998-4456 or (512) 475-4141
Email Mahsa.Azadi@GLO.Texas.Gov

Notwithstanding the above, Respondents may direct questions about the State's Historically Underutilized Businesses (HUB) Program or HUB Subcontracting Plans (HSPs) to the GLO HUB Team contacts listed in Section 5.5.3 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) RFQ 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 from the GLO. Responses shall be posted in an addendum to the Solicitation to the ESBD website (<http://www.txsmartbuy.com/sp>). It is Respondent's responsibility to check the ESBD regularly for updated responses.

3.2.4 Prohibited Communications

On issuance of this Solicitation, except for the written inquiries described in Sections 3.2.1 and 3.2.2 above, the GLO, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may disqualify the Respondent.** Respondent shall rely only on written statements issued through or by the GLO's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

3.3. SOLICITATION RESPONSE COMPOSITION

3.3.1 General Requirements

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

- a) One Statement of Qualifications, including all documents requested in Part 1 of the *Submission Checklist*, submitted as one Portable Document Format (.pdf) file titled “**RFQ-X0015877-VW_(Respondent name)_Part 1**”;
- b) One HUB subcontracting plan, submitted as one .pdf file titled “**RFQ-X0015877-VW_(Respondent name)_Part 2**”;
- c) One Annual Report, submitted as one .pdf file titled “**RFQ-X0015877-VW_(Respondent name)_Part 3**”; and
- d) One Financial Statement Components Worksheet, submitted as one Excel file titled “**RFQ-X0015877-VW_(Respondent name)_Part 4**”.

Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities under this Request for Qualifications. Any terms and conditions attached to a Solicitation Response not specifically referred to in this RFQ will not be considered and may result in disqualification of the Solicitation Response. Respondent is responsible for all costs related to the preparation of the Solicitation Response.

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 specified 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

Respondent’s SOQ should not exceed 25 pages in length. **Exhibit A**, *General Affirmations and Solicitation Acceptance*; **Exhibit B**, *Federal Affirmations*; signed acknowledgements of addenda; résumés; Respondent’s Annual Report; the Financial Statement Components Worksheet; and the HUB Subcontracting Plan 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 Dropbox™ 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. Dropbox™ shall time stamp all uploaded Solicitation Responses; any other documentation of timely submission in lieu of the Dropbox™ time stamp WILL NOT be accepted.

3.4.2 Labeling

Each file uploaded to Dropbox™ shall be labeled as specified in Section 3.3.1, above.

3.4.3 Delivery

Respondent must upload Solicitation Responses to the following Dropbox™ URL:

<https://www.dropbox.com/request/5SaEfdsPIXqwrlfjwPC1>

3.4.4 Alterations, Modifications, and Withdrawals

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

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ARTICLE IV. SOLICITATION RESPONSE EVALUATION & AWARD PROCESS

4.1. EVALUATION CRITERIA

4.1.1 Conformance with State Law

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

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, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.

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

- 4.1.2.1 Respondents must have been in the residential construction business for a minimum of five years, or the principals/owners must have had a minimum of five years of ownership/executive management experience in a previous company that provided residential construction services;
- 4.1.2.2 Respondent must either: 1) hold a current license (where applicable) issued by any jurisdictions which Respondent states are within the geographical boundaries in which they wish to work; **or** 2) commit to securing such licenses prior to entering into any contractual obligations to work within those areas;
- 4.1.2.3 Respondent must have a minimum of three years of experience in the rehabilitation of residential housing funded by FEMA funds or Community Development Block Grant Disaster Recovery funds;
- 4.1.2.4 Respondent must demonstrate the ability to carry residential rehabilitation projects to completion within 90 days;

- 4.1.2.5 Respondent must demonstrate the ability to perform, and have experience with, the repair of historic properties and coordination with the Texas Historical Commission;
- 4.1.2.6 Respondent must demonstrate the ability to perform, and have experience with, lead based paint and asbestos removal and environmental mitigation related to the rehabilitation of residential properties;
- 4.1.2.7 Respondent must demonstrate it has the financial resources to perform and complete the work and to provide all required warranties;
- 4.1.2.8 Respondent must have experience in managing and completing projects of a similar size and nature with respect to disaster recovery;
- 4.1.2.9 Respondent must have experience in achieving compliance and reporting on compliance with state and federal construction laws, regulations, and procedures, including Davis Bacon, and producing the payroll documentation necessary for compliance; and
- 4.1.2.10 Respondent must have experience with the Texas Department of Insurance windstorm design and construction requirements.

4.1.3 Selection Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the criteria detailed below.

- 4.1.3.1 Demonstrated ability to provide the required services enumerated in Article II, Scope of Work (30%);
- 4.1.3.2 Overall experience working with state agencies on federal grant projects (30%);
- 4.1.3.3 Overall qualifications and demonstrated experience of proposed staff (30%); 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. The evaluation committee may utilize this information to:

- a) Identify vendors that have exceptional performance.

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

NOTE: To clarify any response, the RFQ 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 or Respondent's Solicitation Response deemed pertinent to the evaluation process.

4.2. MULTIPLE AWARDS

It is the intent of the GLO to award multiple contracts under this Solicitation. Award notice(s) will be sent to the selected Respondent(s). Neither the GLO's issuance nor Respondent's receipt or acceptance of an award notice forms a contract between the GLO and the 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.

4.3. VERIFICATION OF MINIMUM QUALIFICATIONS

The GLO will confirm that Providers continue to satisfy the minimum qualifications described in Section 4.1.2 of this RFQ throughout the term of any contract awarded. Providers who no longer satisfy the required minimum qualifications may be removed from the Provider pool at the sole discretion of the GLO.

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

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ARTICLE V. REQUIRED RESPONDENT INFORMATION

5.1. RESPONDENT INFORMATION

In addition to the summary of minimum qualifications required under Section 4.1.2 of this RFQ, Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this RFQ and to produce the specified products or services on time. In accordance with this requirement, Respondent must 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 (corporation, partnership, LLC, or sole proprietorship), 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;
- e) The name, title, mailing address, e-mail address, telephone number, and fax 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 this registration before the GLO may award it a contract under this Solicitation.

5.1.3 Key Staffing Profile

Respondent must provide a key staffing profile and résumés for staff that will be responsible for the performance of the services requested under this Solicitation. Respondent shall designate a dedicated construction lead in this section.

Staff members listed in the Key Staffing Profile who are independent contractors, and not employees, of Respondent may also qualify as subcontractors. Please evaluate your Key Staffing Profile and HUB Subcontracting Plan accordingly. Respondent shall use only licensed subcontractors as required by the State of Texas, Texas Department of Licensing and Regulation (TDLR).

5.2. REFERENCES

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

Respondent must verify current contacts. Information provided shall include:

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

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

5.3. MAJOR SUBCONTRACTOR INFORMATION

In addition to the requirements of Article II, Respondent must identify any major subcontractors whom Respondent intends to utilize in performing 15% or more of the Project. 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 for this Project, Respondent shall so indicate in its SOQ.

5.4. LITIGATION HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract it has engaged in. In addition, Respondent must disclose any civil or criminal litigation or investigation pending at any point during the last three years to which Respondent is/was a party 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 its SOQ.

5.5. HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

5.5.1 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.

5.5.2 HUB Subcontracting Plan Requirement

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 Other Services contracts, as defined by the Comptroller. The Comptroller established a HUB Annual Procurement Utilization Goal of 26.0% HUB usage for Other Services contracts.

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 Centralized Master Bidders List (CMBL) through the following web site: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/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.

5.5.3 GLO HUB Team Contacts

Respondents may direct questions about HSPs or the HUB program to the HUB Team contacts listed below. All other questions about this Solicitation must be directed to the single point of contact listed in section 3.2.1.

Mindy Sue Cohen
Mindy.Cohen@GLO.Texas.Gov
512.936.1487

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

5.5.4 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 post-award meetings with the selected Providers to discuss HSP reporting requirements. The selected Providers must maintain business records documenting compliance with their HSPs and must submit monthly subcontracting reports to the GLO by completing the HUB Prime Contractor Progress Assessment Report. This monthly report is required as a condition for payment to report to the GLO the identity of and the amount paid to all subcontractors. HUB Progress Assessment Reports will be sent to: hub@glo.texas.gov.

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

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

During the term of the contract, Providers may be selected for specific work authorization for a project in the form of a Work Order, as described in Article II of this Solicitation. During Work Order negotiations, Provider shall notify the GLO HUB Team of the subcontractor(s) selected to perform work under that specific Work Order. The HUB Team will advise the Provider if additional documentation is required to demonstrate compliance with good-faith effort requirements, including submission of an HSP change request for the GLO's review.

Failure to meet the HSP and 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).

5.5.5 Compliance with Federal Requirements

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

5.6. CONFLICTS

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

5.7. ANNUAL REPORT

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

- a) The last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- b) If applicable, the 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 provide an annual report which includes:

- a) The 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.

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ARTICLE VI. TERMS, CONDITIONS AND EXCEPTIONS

6.1. GENERAL CONDITIONS

6.1.1 Amendment

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

6.1.2 Informalities

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

6.1.3 Rejection

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

6.1.4 Irregularities in the Solicitation

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

6.1.5 Open Records

The GLO is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Texas Government Code. The Solicitation Response and other information submitted to the GLO by the Respondent are subject to release as public information. The Solicitation Response and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Solicitation Response or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure of that information in the PIA. Merely making a blanket claim that the entire Solicitation Response is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Solicitation Response subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Solicitation Response the Respondent considers proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA, except as provided by law.

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

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

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

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

6.1.6 Contract Responsibility

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

6.1.7 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.

6.1.8 Remedies

If a Provider fails to perform services included in a Work Order's scope of work, fails to submit deliverables that are timely and conform to the specifications in a Work Order, or fails to perform other contractual obligations to the GLO's satisfaction, the GLO may pursue any remedy available to it at law or equity. All remedies available to the GLO for breach or anticipatory breach of any contract that results from this Solicitation are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, and/or injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

6.2. INSURANCE

6.2.1 Required Coverages

For the duration of any Work Order resulting from this Solicitation, the selected Provider(s) shall acquire and maintain insurance coverage with financially sound and reputable independent insurers, in the type and amount as follows:

6.2.1.1 Workers Compensation & Employers Liability

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

Workers Compensation: Statutory Limits
Employers Liability: Each Accident \$1,000,000
Disease - Each Employee \$1,000,000
Disease - Policy Limit \$1,000,000

This website addresses what Texas requires of Workers Compensation (coverage provisions begin in Section 406 of the Texas Labor Code):
<http://www.tdi.texas.gov/wc/act/index.html>.

6.2.1.2 Commercial General Liability: Occurrence based:

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

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

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

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

Respondent shall not begin work on any Work Order until it has submitted acceptable evidence of insurance to the GLO in accordance with the terms of the applicable Work Order. Respondent shall maintain required insurance coverage for the entire term of the applicable Work Order. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract. Respondent shall notify the GLO of any change, including a change in insurer, to a required insurance policy within 24 hours of the effectiveness of the change by providing the GLO with updated proof of coverage sufficient to satisfy the requirements of this section and evidencing no lapse in coverage.

6.2.2 Alternative Insurability

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

6.3. PROTEST

Any Respondent unsuccessful or aggrieved in connection with this Solicitation may file a protest in accordance with Title 31, Section 3.50 of the Texas Administrative Code.

6.4. CONTRACT TERMS AND CONDITIONS; SOLICITATION ACCEPTANCE

The GLO reserves the right to negotiate final contract terms with any selected Respondent; however, **Exhibit C**, *Sample Contract*, and **Exhibit D**, *Sample Work Order*, are provided as a courtesy to Respondents interested in responding to this Solicitation. Please review the terms and conditions in the sample contract and sample Work Order, as they are the standard contract documents used by the GLO for the services requested herein. The terms and conditions in **Exhibit C** and **Exhibit D** are subject to change prior to the execution of any contract or work order that may result from this Solicitation.

Execution of **Exhibit A** of this Solicitation shall constitute an agreement to all terms and conditions specified in this Solicitation, including, but not limited to, **Exhibit B**, **Exhibit C**, and **Exhibit D**, and all terms and conditions therein.

6.5. VENDOR PERFORMANCE REPORTING

The GLO is required by rule (34 TAC §20.509) to report vendor performance through the Vendor Performance Tracking System (VPTS). Additional information on this system can be found on the Texas Comptroller of Public Accounts website through this link:

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>

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

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

6.6. CERTIFICATE OF INTERESTED PARTIES

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

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

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

6.7. STATEMENTS OR ENTRIES

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

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ARTICLE VII. SUBMISSION CHECKLIST

This checklist is provided for Respondent’s convenience only and identifies documents that must be submitted with the Solicitation Response in order 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 – Statement of Qualifications (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 .xls or .xlsx file)

PART 1 – STATEMENT OF QUALIFICATIONS

- | | | |
|--|-----------------|-----|
| 1. Exhibit A , General Affirmations and Solicitation Acceptance | | ___ |
| 2. Exhibit B , Federal Affirmations | | ___ |
| 3. Signed Acknowledgments of Addenda (if applicable) | | ___ |
| 4. Summary of Minimum Qualifications | (Section 4.1.2) | ___ |
| 5. Company Narrative | (Section 5.1.1) | ___ |
| 6. Company Profile | (Section 5.1.2) | ___ |
| 7. Key Staffing Profile | (Section 5.1.3) | ___ |
| 8. References | (Section 5.2) | ___ |
| 9. Major Subcontractor Information | (Section 5.3) | ___ |
| <i>If not applicable, please indicate in the SOQ.</i> | | |
| 10. Litigation History | (Section 5.4) | ___ |
| <i>If not applicable, please indicate in the SOQ.</i> | | |
| 11. Conflicts | (Section 5.6) | ___ |
| <i>If not applicable, please indicate in the SOQ.</i> | | |

PART 2 – HUB SUBCONTRACTING PLAN

1. HUB Subcontracting Plan and Supporting Documents (Section 5.5) _____

PART 3 - ANNUAL REPORT

1. Annual Report (Section 5.7) _____

PART 4 - FINANCIAL STATEMENT COMPONENTS WORKSHEET

1. Financial Statement Components Worksheet (Section 5.7) _____

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EXHIBIT A. GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

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

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

9. Respondent shall retain in its records the Solicitation and its Solicitation Response and all documents related to this Solicitation or any contract resulting from this Solicitation. Unless a longer retention period is specified by applicable federal law or regulation, Respondent may destroy such records only after the seventh anniversary of the date: the contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Solicitation, Solicitation Response, contract, or related documents are resolved. Respondent acknowledges that the State has a right of access to information in Respondent's possession relating to State property and agrees to make such information reasonably available upon request of the GLO.
10. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract resulting from this Solicitation or indirectly through a subcontract under such contract. The acceptance of funds directly under such contract or indirectly through a subcontract under such contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through a contract and the requirement to cooperate is included in any subcontract it awards. Any contract resulting from this Solicitation may be amended unilaterally by the GLO to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
11. Respondent certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with any contract resulting from this Solicitation during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
12. The Respondent shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Respondent shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, disability, color, sex, religion, age, or national origin. Such action includes, but is not limited to: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Respondent shall post notices, setting forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Respondent shall include the above provisions in all subcontracts to any contract resulting from this Solicitation.
13. Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Solicitation Response to any competitor or any other person engaged in the same line of business as Respondent.
14. By signing this Solicitation Response, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a "Texas Bidder" as defined in Section 2155.444(c) of the Texas Government Code.
15. Respondent understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, GLO policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Respondents are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the GLO's Internal Audit Director at 512.463.6078 or 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 from Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified contract

and acknowledges that such contract may be terminated and payment withheld if this certification is inaccurate.

18. Respondent represents and warrants that it shall comply with the applicable provisions of and rules and regulations related to the Drug-Free Work Place Act of 1988 (41 U.S.C. §§ 8101-8106).
19. The Respondent represents that payment to the Respondent and the Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.
20. If the Solicitation is for completion of a "project" (as defined by Texas Government Code §2252.201) in which iron or steel products will be used, Respondent agrees any iron or steel product produced through a "manufacturing process" (as defined by Texas Government Code §2252.201) and used in the project shall be produced in the United States.
21. Respondent represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of any contract resulting from the Solicitation.
22. If Respondent is submitting a Solicitation Response for the purchase or lease of computer equipment, then Respondent certifies it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code, Chapter 328.
23. Upon the GLO's request, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
24. If the Solicitation is for consulting services, as defined in Texas Government Code Chapter 2254, in accordance with Section 2254.033 of the Texas Government Code, Respondent certifies it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the submission of the Solicitation Response or, in the alternative, Respondent has disclosed in its Solicitation Response the following: (i) the nature of the previous employment with the GLO or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
25. Respondent must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under any contract resulting from this Solicitation.
26. Any contract resulting from this Solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Respondent understands that all obligations of the GLO under a contract resulting from this Solicitation are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate such contract. Any contract resulting from this Solicitation shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
27. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
28. If any contract resulting from this Solicitation will be for professional or consulting services, as defined in Texas Government Code Chapter 2254, Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract.
29. Any contract resulting from this Solicitation shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
30. Respondent has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of any contract resulting from this Solicitation.
31. The GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material associated with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent shall make any information created or exchanged with the State pursuant to the Solicitation and any resulting contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the

public at no additional charge to the State.

32. The person signing this Solicitation Response represents and warrants that he/she is duly authorized and legally empowered to submit this Solicitation Response, execute a contract on behalf of Respondent, and contractually bind the Respondent.
33. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants that any technology provided to the GLO for purchase under this Solicitation is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
34. If any contract resulting from this Solicitation is for the purchase or lease of covered television equipment as defined by Section 361.91(3) of the Texas Health and Safety Code, Respondent certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

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:**

Date:

Printed Name and Title of Signatory:

Telephone:

Email:

Address:

City/State/Zip:

**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:**

**Respondent's Tax I.D. Number as
registered with the Texas Comptroller
of Public Accounts, and as it should
appear on any Contract resulting
from this Solicitation:**

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.

EXHIBIT B. FEDERAL AFFIRMATIONS

FEDERAL AFFIRMATIONS

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 Exhibit, 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 pursuant to the regulations implementing Executive Order (hereinafter, "EO") 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

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. 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) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and

290ee-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 nondiscrimination 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) 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. pts. 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 \$100,000.00 or a Federal loan or loan guarantee exceeding \$150,000.00, 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. pt. 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: EO 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by EO No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; EO No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and EO 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 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.: _____

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 Exhibit to Respondent’s Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

EXHIBIT C: SAMPLE CONTRACT



**WORK ORDER DRIVEN CONTRACT
RESIDENTIAL CONSTRUCTION REPAIR SERVICES
GLO CONTRACT NO. «CONTRACTNO.»**

THE GENERAL LAND OFFICE (the “GLO”) and «VENDORNAME», Tax Identification Number «VENDORTAXID» (“Provider”), each a “Party” and collectively, the “Parties,” enter into the following contract to provide residential construction repair services for single-family dwellings (the “Contract”), pursuant to the State Purchasing and General Services Act, TEX. GOV’T CODE ANN., Subtitle D, Chapter 2155-2262, *et seq.*, in conjunction with the procurement requirements stated at 2 C.F.R. Part 200.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / 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, Code of Federal Regulations and Chapters 321 and 2155-2262 of the Texas Government Code.

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

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents alterations to the Contract other than those permitted by Work Orders, Technical Guidance Letters, or Revisions, as herein defined.

“[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, any associated Work Order(s) or Field Order(s) incorporated by reference, and any Amendments, Revisions, or Technical Guidance Letters the GLO issues, 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 a contract and its expiration or termination date.

“Deliverable(s)” means the work product(s) required to be submitted to the GLO as set forth in any individual Work Order and subsequent Field Order issued under this Contract.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (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 (Rev. 7-97), Disclosure of Lobbying Activities, also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Field Order” means a field-issued, written authorization from the GLO to begin tasks assigned under a Work Order. Multiple Field Orders may issue under one Work Order.

“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, which Provider affirms and agrees to by executing this Contract.

“GLO” means the Texas General Land Office, 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.

“HVAC” means heating, ventilation, and air conditioning.

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

“Performance Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Project” means the services relating to the residential construction repair services for single-family dwellings provided by Provider, as described in **SECTION 1.03** and **Attachment A** of this Contract, any other applicable Attachments, and in any Work Order assigned under this Contract.

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

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

“Provider” means «VendorName».

“[Public Information Act](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means written approval by the GLO to allow changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments that may be approved outside the GLO’s formal Amendment process.

“[RFQ](#)” means the GLO’s Request for Qualifications No. X0015877-VW, or the Solicitation, as defined below.

“[Solicitation](#)” means GLO Request for Qualifications No. X0015877-VW, 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, to be incorporated herein by reference for all purposes.

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

“[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 from the GLO for disaster response and recovery activities.

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

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

“[Work Order](#)” means an individually negotiated document authorizing specific work under this Contract, if any.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms apply to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, Work Order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, references to contracts include subsequent amendments and other modifications thereto, to the extent such amendments and modifications are not prohibited by the terms of this Contract, and a reference to a statute or regulation includes statutory or 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. Each such limitation, regulation, and policy is cumulative and shall be performed in accordance with its 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 and/or any Work Order issued under this Contract conflict, such conflicts shall be resolved in the following order of precedence: first, the signed Contract; then Attachments to the Contract in this order: **Attachment A**, **Attachment B**, and **Attachment C**; then the applicable Work Order.

1.03 PROJECT

Provider shall perform, at the GLO’s direction, residential construction repair services for single-family dwellings to aid the GLO in completing qualified housing programs eligible for Disaster funding and fulfilling its statutory responsibilities for preparation, response, and recovery as related to Disaster recovery (the “Project”). Provider shall perform the Project in compliance with: (i) federal funding agency requirements; (ii) this Contract and all Attachments; (iii) any Work Order or Field Order issued under this Contract; (iv) the Nonexclusive List of Laws, Rules, and Regulations attached to any Work Order; (v) all Amendments to this Contract and all Amendments to any Work Order; (vi) all Revisions and Technical Guidance Letters; (vii) the Solicitation; and (viii) the Solicitation Response.

1.04 WORK ORDERS

- (a) During the term of this Contract, the GLO may request that Provider perform specific tasks authorized in a Work Order. The GLO may issue multiple Work Orders during the term of this Contract. All Work Orders shall be in writing, approved, and signed by both parties, and may include: a scope of services; Deliverables; a time schedule; and other necessary information or conditions. Upon execution by both parties, each Work Order shall become an Attachment to this Contract, with this Contract and all Attachments, thereafter being referred to collectively as “the Contract.”
- (b) **Amendments to Work Orders:** Amendments to change a Work Order’s Budget or to add or delete a Project may only be made by formal written amendment. The GLO may, in its sole discretion and in conformance with federal law, approve other changes to Work Orders through Revisions or

Technical Guidance Letters. All changes to Work Orders must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

- (c) **Indefinite Quantities:** The GLO does not guarantee that it will issue Work Orders to Provider for any of the tasks set forth in Section 1.03. The GLO will request work under this Contract on an irregular and as-needed basis throughout the Contract Period. The GLO makes no guarantee of Work Order volume or usage under this Contract.
- (d) **Field Orders:** Upon execution of a Work Order, the GLO may issue a Field Order to Provider for each task required to complete Deliverables due under the Work Order. Multiple tasks may be authorized in a single Field Order. **Provider may not begin work on any given task until the GLO issues a Field Order to Provider for that task. Provider may not perform services or deliver goods that are outside the scope of the Field Orders the GLO has issued to Provider.** Provider must complete each task within the time specified in the Field Order, but in no event shall Provider complete any task after the expiration of the Performance Period defined in the applicable Work Order. Provider must comply with all applicable laws and regulations for completing assigned tasks. All Field Orders shall be approved and issued by the Project Manager or his/her designee. Each Field Order shall be subject to, and governed by, the terms and conditions of the Contract and the applicable Work Order.

1.05 REPORTING REQUIREMENTS

Provider shall timely submit any and all reports that may be required by any Work Order issued under this Contract.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date signed by the last Party and shall terminate on <<Termination Date>>. The Parties may, upon mutual written agreement, extend this Contract for up to two (2) additional one (1) year terms or until the time allocated funding expires, whichever comes first.

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 subcontracts, and incur no further expense related to this Contract or any Work Orders issued under this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, 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.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The GLO will compensate Provider on a negotiated fee basis, per Work Order, reimbursable in increments as shown in each Work Order. The sum of all compensation due Provider under this Contract shall not exceed the maximum amount available for such services, as prescribed by the funding agency 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 based on the Deliverable(s) stated in any Work Order, 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 contain:

- (a) Provider's GLO Work Order Number;
- (b) Subrecipient name and GLO Subrecipient Agreement number pursuant to which services have been provided;
- (c) the current amount being billed;
- (d) the cumulative amount billed previously;
- (e) the balance remaining to be billed; and
- (f) an itemized statement of services performed, including documentation required by Contract or Work Order, 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.

Travel included in the Scope of Services for a Work Order 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, upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct¹ expenses may be reimbursed under this Contract for professional or technical personnel who are (a) 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 for a given Work Order.

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.

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

Invoices must:

- (a) be submitted to DR.Billing@GLO.Texas.Gov; and
- (b) be supported by documentation that, in the judgment of the GLO, fully substantiates costs incurred; and
- (c) **prominently display the GLO Work Order number.**

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. 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.

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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 any Work Order issued pursuant to this Contract 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 any Work Order issued pursuant to 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 or any Work Order, the GLO may require Provider, at its sole expense, to: (a) repair or replace defective or damaged Deliverables; (b) refund payment for defective or damaged Deliverables and accept the return of such Deliverables; (c) pay liquidated damages for each unfulfilled obligation, in an amount to be determined by the GLO in the Work Order, per each day past due until the GLO approves completion of said obligation; and/or (d) ensure that future performance and Deliverables conform to the Contract and applicable Work Order.

4.02 GENERAL AFFIRMATIONS

To the extent they apply, Provider certifies it has reviewed the General Affirmations in **Attachment C** and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES AND CERTIFICATIONS

To the extent they apply, Provider certifies it has reviewed the Federal Assurances and Certifications in **Attachment B** and that Provider is in compliance with all requirements contained therein. **Provider certifies it is in compliance with all other applicable federal laws, rules, or regulations, pertaining to this Contract, including those listed in an attachment to any Work Order.**

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

5.01 FEDERAL FUNDING

- (a) Any federal funding for this Contract is appropriated by the Congress of the United States and allocated by <<federal funding agency>> to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, for necessary expenditures related to disaster relief, long term recovery, restoration of infrastructure and housing, and economic revitalization in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The specific appropriation and allocation shall be specified in any Work Order issued under this Contract. The fulfillment of this Contract and any Work Order is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, applicable federal rules and regulations, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **Provider must have a data universal numbering system (DUNS) number and a Commercial And Government Entity (CAGE) Code.**
- (c) **Provider shall report its DUNS number and CAGE Code to the GLO for use in various grant reporting documents, A DUNS number and CAGE Code may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.sam.gov>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas 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) Furthermore, any 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.

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 the GLO makes that (i) exceed the maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) 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 such disallowed costs from funds other than those Provider received under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership right, title, and interest 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 to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- (b) Provider must give the GLO and the State of Texas, as well as 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, video, 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,” for the purposes of this Article VI), 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 right, title and interest 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 and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights granted to the GLO defined 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.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

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

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, 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, its records, subcontractors, and subcontractors' records include: the relevant federal agency(ies), 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

The GLO will notify Provider of the date upon which local records may be destroyed and Provider shall retain all records related to this Contract and any Work Order(s) issued under the Contract until the destruction date determined by the GLO.

7.04 CONFIDENTIALITY

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

7.05 PUBLIC RECORDS

The GLO may post this Contract on its website. Information related to this Contract and its performance may be subject to the Public Information Act and will be withheld or disclosed in accordance therewith. Provider shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state or the GLO. Provider shall make any information required under the Public Information Act available to the GLO in portable document file (“.pdf”) format or any other format agreed between the parties. By failing to mark as “confidential” or a “trade secret” any information Provider believes to be excepted from public disclosure, Provider waives 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 hours of Provider’s receipt of any third party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire, for the duration of any Work Order, insurance with financially sound and reputable insurers authorized to operate in the State of Texas, in the type and amount and in the form required by any Work Order issued under this Contract and in compliance with the requirements of the Solicitation. Upon execution of a Work Order under this Contract, Provider shall submit certificates of coverage for workers compensation and employers liability, commercial general and automobile liability, and errors and omissions insurance, in the amounts specified in the Solicitation, establishing to the GLO's satisfaction the nature and extent of coverage granted by each policy. Provider shall submit certificates of insurance and endorsements electronically, as directed by the GLO. If the GLO determines any insurance policy fails to comply with the terms of this Contract or applicable Work Order, Provider shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. Provider shall maintain, and submit upon request by the GLO, renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not perform any work under this Contract or any Work Order issued pursuant to this Contract if Provider's insurance coverage does not meet the requirements of this Contract and any applicable Work Order. The GLO may terminate this Contract and any Work Order if Provider fails to submit required insurance documents as specified in this section or upon the GLO's request.

8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

- (a) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Provider 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, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Work Orders issued 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. 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 suit. 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, any authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Provider 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, attorney fees, and expenses arising out of, 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 and any Work Orders issued 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. 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 suit. 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, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any Work Orders issued 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. 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 suit. 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 Customer's specific instructions, or (iv) any use of the product or service by Customer that is not in conformity 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 to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider notify the GLO in writing of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ

Provider shall submit a HUB Subcontracting Plan to the GLO. The GLO may approve or disapprove Provider's HSP. Once the GLO approves Provider's HSP, Provider shall supply the GLO with pertinent details of any HUB subcontractor performing work pursuant to a Work Order. Provider will submit monthly compliance reports (Prime Contractor Progress Assessment Report) to

HUB@glo.texas.gov specifying the use, 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 relationships, 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 and any Work Order issued under this Contract, Provider shall comply with all applicable federal, state, county, and city laws, statutes, ordinances, and regulations. Provider is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations, including those listed in an attachment to any Work Order issued under this Contract.

8.10 NOTICES

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

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contracts 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*, which 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 (collectively referred to as a “Force Majeure”), then, while so prevented, the affected Party’s obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure 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 where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.14 DISPUTE RESOLUTION

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

constitute 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.

8.15 ENTIRE CONTRACT AND MODIFICATION

This Contract, its Attachment(s), and any Work Order, Technical Guidance Letter, or Revision issued under this Contract constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any Attachment, Work Order, Technical Guidance Letter, or Revision shall be harmonized with this Contract to the extent possible. Unless such Attachment, Work Order, Technical Guidance Letter, or Revision specifically displays a 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 Attachments, and any Work Orders issued under this Contract may only be amended by a mutual, written agreement executed by authorized representatives of the Parties.

8.16 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute 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. The Parties may, in the GLO's sole discretion, execute Work Orders in counterparts exchanged by electronic mail.

8.17 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has the authority to enter into this Contract. Provider acknowledges that this Contract is effective for the term 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 FOR TEXAS PRODUCTS AND MATERIALS

Provider, in performing the Contract, shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.

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, 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; 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; dispute resolution according to Texas Government Code Chapter 2260; 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 STATEMENTS OR ENTRIES

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

Under penalties of 18 U.S.C. § 1001, the undersigned Provider representative hereby declares that he/she has examined this 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. «CONTRACTNO»
RESIDENTIAL CONSTRUCTION REPAIR SERVICES**

GENERAL LAND OFFICE

«VENDORNAME»

Mark A. Havens, Chief Clerk
Deputy Land Commissioner

Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

OGC _____

DD _____

SDD _____

DGC _____

GC _____

ATTACHMENTS TO THIS CONTRACT:

ATTACHMENT A – PROVIDER-QUALIFIED SERVICES

ATTACHMENT B – FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT C – GENERAL AFFIRMATIONS

INCORPORATED BY REFERENCE:

SOLICITATION

SOLICITATION RESPONSE

ATTACHMENTS FOLLOW

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 01/31/2019

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 (0348-0042), 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 assistance 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 assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. 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).
9. 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.
10. Will comply with all Federal statutes relating to non-discrimination. 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.

11. 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.
12. Will comply 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.
13. 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.
14. Will comply 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.
15. 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).
16. 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.
17. 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.).
18. 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."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

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

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance:

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

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Disclosure of Lobbying Activities

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

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

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

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

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

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

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

EXHIBIT D: SAMPLE WORK ORDER



**WORK ORDER NO. <<WORKORDERNO>>
UNDER GLO CONTRACT NO. <<CONTRACTNO>>
<<PROGRAMDESCRIPTION>> PROGRAM
<<FUNDINGDESCRIPTION>> FUNDING**

Pursuant to **GLO CONTRACT NO. <<CONTRACTNO>>** (“Contract”) between the **GENERAL LAND OFFICE** (“the GLO”) and <<ENTITYNAME>> (“Provider”), each a “Party” and collectively “the Parties,” Provider is authorized to perform the services described below, subject to the terms of this Work Order No. <<WorkOrder>> (“Work Order”). This Work Order modifies and amends GLO Contract No. <<ContractNo>>, all provisions of which not specifically amended herein shall remain in full force and effect.

PROJECT DESCRIPTION:

Provider shall perform, or cause to be performed, <<Services>> as described in Provider’s Proposal, attached hereto as **Attachment A** (“the Project”). In addition, Provider shall perform services in compliance with <<FundDescription>> requirements, including the Nonexclusive List of Laws, Rules, and Regulations, **Attachment B**. Provider shall perform all work in accordance with the Contract and all Attachments; and this Work Order and all Attachments.

SPECIAL CONDITIONS: Provider is subject to the following Special Conditions:

Written Field Order Required: Each task required to complete deliverables due under this Work Order will be authorized in a Field Order issued by the GLO to Provider. The GLO may issue multiple Field Orders under this Work Order and multiple tasks may be authorized in a single Field Order. Provider shall not begin work or incur charges on any assigned task(s) prior to the date specified in the GLO’s Field Order authorizing the performance of such task(s). Provider may not perform services or deliver goods that are outside the scope of the Field Orders the GLO has issued to Provider. Provider must complete each task within the time specified in the Field Order(s), but in no event shall Provider complete any task after the expiration of the Performance Period defined below. Provider must comply with all applicable laws and regulations for completing assigned tasks. All Field Orders shall be approved and issued by the GLO Project Manager or his/her designee and shall be subject to, and governed by, the terms and conditions of the Contract and this Work Order. The GLO may send a Field Order to Provider by regular mail, electronic mail, or facsimile transmission. Any work performed prior to the date on the Field Order shall be performed at Provider’s sole risk.

Required Insurance and Bonds: Prior to commencing work or incurring any charges under this Work Order, Provider shall procure certificates of insurance and original performance and payment bonds in the amounts required for the Project, as specified in **Attachment D** and in strict conformance with the requirements of RFQ X0015877-VW (the “Solicitation”). Within three (3) days of executing this Work Order, Provider shall submit certificates of coverage for workers compensation and

employers liability, commercial general and automobile liability, and errors and omissions insurance, in the amounts specified in **Attachment D** and the Solicitation, establishing to the GLO's satisfaction the nature and extent of coverage granted by each policy. Work on this Work Order shall not begin until after Respondent has submitted acceptable evidence of the types of insurance listed above. Provider shall maintain all required coverages for the duration of this Work Order.

As specified above, Provider shall submit certificates of insurance and bonds to the GLO Contracts Management Division at Insurance@GLO.Texas.Gov. Submission by any other means may result in a delay in the Project.

The GLO shall notify Provider of deficient certificates and specify a period of time for Provider to correct deficiencies. If Provider does not obtain acceptable insurance and/or bonds within the time specified, the GLO may, in its sole discretion, declare this Work Order void.

TASKS / DELIVERABLES / AND DELIVERABLE DUE DATES:

Provider shall perform all tasks and submit all deliverables in accordance with **Attachment A**. The GLO will authorize each task required to complete the deliverable(s) described in **Attachment A** in a Field Order.

COMPENSATION:

The total compensation due to Provider for services performed pursuant to this Work Order is not to exceed <<COMPENSATIONAMOUNT>> (\$<<\$AMT>>). Expenditures shall conform to the Project Budget included in **Attachment A** (the "Project Budget").

EXPENSES:

Travel expenses and other direct expenses are allowable under this Work Order, not to exceed the amounts listed in the Project Budget, and must be incurred in strict conformance with Section 3.01 of the Contract.

SUBMISSION OF INVOICES:

Provider shall submit invoices to the GLO in accordance with the Project Budget and Section 3.01 of the Contract. Failure to submit invoices as instructed below may significantly delay payment under the Work Order.

Invoices must:

- (a) be submitted to DR.Billing@glo.texas.gov;
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) prominently display "**GLO Work Order No. <<WorkOrderNo>>.**"

PERFORMANCE PERIOD: This Work Order shall be considered effective on <<EffectiveDate>>, and shall terminate upon completion of the Project, in the sole determination of the GLO, or on <<TerminationDate>>, whichever occurs first ("Performance Period").

FEDERAL FUNDING: Funding for the Contract is appropriated under <<FundingDescription>>. The fulfillment of this Work Order is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Work Order must be made in accordance with this Work Order, the Contract, the Solicitation, the rules and regulations promulgated under the <<FundingProgram>>, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.

TERMINATION OR INTERRUPTION OF WORK: The GLO reserves the right to, at any time during the Performance Period, terminate, halt, or defer all or any portion of the work described in **Attachment A** of this Work Order or in any Field Order issued under this Work Order.

AMENDMENTS TO WORK ORDER: Material changes to this Work Order may be made only by written agreement of the Parties. **Notwithstanding the preceding**, the GLO Project Manager may approve extensions to Deliverable Due Dates within the confines of the Performance Period. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission; and shall become part of the GLO's Project file.

COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS: In its performance of this Contract, Provider shall comply with all applicable federal, state, county, and city laws, statutes, ordinances, and regulations. Provider is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations, including without limitation those listed in **Attachment B**.

PROCUREMENT OF RECOVERED MATERIALS:

- (1) To the extent applicable, the Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, to ensure maximum use of recovered/recycled materials per to 2 CFR § 200.322, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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 C**.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR WORK ORDER NO. <<WORKORDERNO>>
UNDER GLO CONTRACT NO. <<CONTRACTNO>>**

GENERAL LAND OFFICE

<<ENTITY NAME>>

Mark A. Havens, Chief Clerk /
Deputy Land Commissioner

By: _____
Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

OGC _____

DD _____

SDD _____

DGC _____

GC _____

ATTACHMENTS TO THIS WORK ORDER:

- ATTACHMENT A – PROVIDER’S PROPOSAL**
- ATTACHMENT B – NONEXCLUSIVE LIST OF LAWS, RULES, AND REGULATIONS**
- ATTACHMENT C – GLO SECURITY INFORMATION APPENDIX**
- ATTACHMENT D – REQUIRED INSURANCE AND BONDS**

ATTACHMENTS FOLLOW