



TEXAS GENERAL LAND OFFICE

is

REQUESTING QUALIFICATIONS

for

**Professional Geoscience Services: Characterization and Valuation of
Geologic Formations for Carbon Dioxide Sequestration Projects**

REQUEST FOR QUALIFICATIONS NO. X0026822-LP

**Class 918 / Item 82; Class 925 / Items 45, 46, 73; Class 956 / Item 75;
Class 961 / Item 74**

Release Date: July 11, 2022

Deadline for Submission: August 10, 2022 at 2:00 p.m. CDT

Solicitation Point of Contact: Linh Phan, CTCD, CTCM

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Any Addenda to this Solicitation will be posted to the Electronic State Business Daily (ESBD) website, <http://www.txsmartbuy.com/esbd>, under Agency Code 305 (General Land Office) and notification of such Addenda sent to all bidders in the relevant categories and regions listed on the Comptroller's Centralized Master Bidders List (CMBL) at the time of the Solicitation. Each Respondent must check the ESBD website or the means of communication established in its CMBL registration (if applicable) for any Addenda to this Solicitation. Failure to check for Addenda does not release any Respondent from its responsibility for complying with additional requirements or providing additional information listed in any Addenda.

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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 and reputable firms experienced in the characterization and valuation of geologic formations for carbon dioxide sequestration projects.

Pursuant to Texas Health and Safety Code, Sec. 382.501 et seq., the GLO, on behalf of the School Land Board (“SLB”), intends to publish one or more Requests for Proposals (“RFPs”) for the lease of Permanent School Fund (“PSF”) land in coastal Texas counties for the establishment and operation of one or more geologic carbon dioxide storage repositories under submerged land in a Miocene formation, including construction of necessary transportation and storage infrastructure.

Industry interest in Gulf Coast carbon capture and storage (“CCS”) is currently very high. The potential returns for the State are significant; the cumulative monetary value for a modest success case in leasing and operationalizing the resource could amount to significant revenues by 2050. However, much of that revenue could be lost if leases are awarded to bidders in areas where GLO has not adequately valued the offshore State land tracts. Such valuations require substantial geoscience expertise not currently available from GLO staff. The selected respondent (“Provider”) shall provide professional services in support of the planned RFPs, as enumerated in Article II of the Solicitation. Provider’s performance of services in support of each RFP shall be considered a unique Project; GLO shall issue a separate Work Order to Provider for each Project.

Respondent must execute **Exhibit A**, *Affirmations and Solicitation Acceptance*, and complete other items listed on the *Submission Checklist* (Article VII of the Solicitation) to be considered. Additional information on the GLO and its programs can be found at <http://www.glo.texas.gov>.

1.2 DEFINITIONS

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

“**Affiliate**” means any individual or entity that, directly or indirectly, controls, is controlled by, or is under common control with, Respondent. “Control” means the ability to directly or indirectly direct the management and policies of an entity, whether through the ownership of voting securities or membership interests, by contract, or otherwise.

“**BEG**” means the Bureau of Economic Geology at The University of Texas.

“**CCS**” means carbon capture and storage.

“CMBL” means the Centralized Master Bidders List.

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

“ESBD” means the Electronic State Business Daily, <http://www.txsmartbuy.com/esbd>.

“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.

“ISO” means the International Organization for Standardization.

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

“Project” means the work to be performed under a work order that is within the scope of the contract.

“Project Manager” means a representative of the GLO responsible for overseeing a GLO project.

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

“PSF” means the Permanent School Fund, an endowment fund established in 1876 for the benefit of Texas public school education.

“Respondent” means any entity responding to this Solicitation.

“RFP” means Request for Proposals.

“RFQ” means Request for Qualifications.

“SLB” means the School Land Board, which manages the sale and mineral leasing of Permanent School Fund lands.

“Solicitation” means this RFQ.

“Solicitation Response” means the Respondent’s entire response to this Solicitation, including all documents requested in this Solicitation (also referred to as the SOQ).

“SOQ” means Statement of Qualifications.

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

“TAC” means Texas Administrative Code.

“UIC” means Underground Injection Control.

“Work Order” means an individually negotiated document authorizing specific work under a contract issued pursuant to this Solicitation.

1.3 AUTHORITY

The GLO solicits the services described herein pursuant to and under Texas Government Code Chapter 2254, Subchapter A.

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ARTICLE II. SCOPE OF WORK

2.1 SCOPE OF SERVICES REQUESTED

Provider shall perform, without limitation, the services described below for each Project identified by the GLO. Authorization to begin a specific Project shall be in the form of a Work Order issued under a contract awarded pursuant to this Solicitation.

2.1.1 Identification, Compilation, and Analysis of Data

- a) Identify, compile, and analyze all relevant public and proprietary data—obtainable within the Project budget—which comprise the geological and hydrocarbon production history of Miocene age structures in the Gulf of Mexico within the project areas of prospective CCS lease offerings identified by BEG for offshore CCS and mapped in BEG’s “Geological CO2 Sequestration Atlas for Miocene Strata”.
- b) Map the boundaries of each offshore land tract in the project areas that can serve as an independently leasable carbon storage repository based on the aforementioned analysis and estimate its carbon storage capacity as a function of mass injection rate and reservoir pressure increase.

2.1.2 Develop and Recommend Project Requirements and Scoring Criteria for RFPs

- a) Develop and recommend project requirements and scoring criteria for inclusion into RFPs for carbon storage lease offerings. Design scoring criteria that elicit proposals which clearly document respondents’ experience in execution of large-scale fluid injection programs.
- b) Develop criteria that capture all major elements of the Class VI UIC injection well permitting process, as currently regulated by the U.S. Environmental Protection Agency, and all major elements of geologic carbon storage facility operational best practice as described in ISO Standard 27914 “Carbon dioxide capture, transportation and geological storage — Geological storage”.

2.1.3 Valuation and Forecasting

- a) Determine the market value of all PSF submerged lands within the project areas of prospective lease offerings, in the context of offshore carbon sequestration. These valuations shall take into account the current and future projected price of carbon as evidenced by United States federal tax credits and global carbon taxation and offset credit pricing data and forecasts.
- b) Develop a schedule of signature bonus and rental rate values for each mapped leasable tract to serve as minimum acceptable bid values for those tracts during a given lease offering.

- c) Use the aforementioned schedule to forecast a range of earned revenue over the life of each tract leased.
- d) Assist GLO staff with negotiating any additional commercial terms with successful bidders.

2.1.4 Strategic Plan and Internal Training Curriculum

- a) Create a strategic plan and internal training curriculum which will assist GLO with conducting future carbon storage lease offerings and with maximizing revenue from said lease offerings.
- b) The strategic plan shall include a ranked list of lease offering regions, and recommendations for managing any potential land use conflicts such as continued oil and gas exploration, offshore wind power generation, hydrogen storage, or other viable energy resource development activities.
- c) The training curriculum shall include guidance for GLO landmen on how to value non-hydrocarbon energy resources on State lands and suggestions for technical contract terms to protect GLO interests in those additional resources when leasing tracts for oil or gas production. The curriculum shall also include guidance for nontechnical carbon storage proposal reviewers on how to identify storage facility operational best practices and to flag unrealistic storage capacity estimates.

2.2 DELIVERABLES

The Deliverables described below are representative of the Deliverables that may be included in any Work Order issued under the Contract. Specific deliverables will be negotiated and described in each Work Order.

- a) Shapefile(s) or equivalent digital GIS map layer components which define the boundaries of each independently leasable offshore tract within the project area of a given lease offering. The digital files shall be compatible with the GLO public map viewer that is accessible on the agency's website. The digital files shall contain metadata which describe each tract's estimated carbon storage capacity at a reference injection rate and the bonus and rental valuations of the tract.
- b) Report containing detailed, specific scoring criteria suitable for inclusion in RFPs that will be answered by bidders in carbon storage lease offerings. Each criterion shall describe a distinct, specific technical or commercial activity that is deemed vital to the successful design, construction and operation of an offshore carbon storage repository and shall reference relevant section(s) of the federal Class VI UIC guidelines and/or ISO Standard 27914. Each criterion shall require the respondent to acquire, cite, or develop appropriate data, plans, or models to a preliminary level necessary for GLO staff to quantitatively and qualitatively evaluate each respondent's facility design.

- c) Reports comprising draft Responses for Information to elicit public comments from prospective lessees regarding desirable and appropriate lease locations within a given project area. The reports shall contain recommendations to the public for data collection and analytical activities that could be submitted with their comments for GLO to use in assessing or validating industry preferences.
- d) Spreadsheets or databases in a format to be specified by GLO that contain: the market valuations of each independently-leasable offshore tract within the project area of a given lease offering suitable for carbon storage; the recommended minimum signature bonus value for each tract; the recommended minimum carbon storage rental rate on a per metric ton basis for each tract; expected ultimate carbon storage capacity and annual storage (injection rate) for each tract; expected maximum reservoir pressure for each tract; and any other commercial lease terms specific to each tract.
- e) Training materials suitable for teaching a 40-hour course to GLO land, mineral audit, and management staff regarding the fundamental commercial, legal, and contract management activities and terms that are specific to offshore carbon storage leasing. The training course shall include comparisons to equivalent oil and gas leasing activities and shall recommend and document technical lease terms and lease auditing procedures needed to protect and maximize land value, including technical considerations if multiple energy resource leasing activities (e.g., offshore wind, geologic hydrogen storage, oil and gas exploration, biological carbon storage) may occur simultaneously on the same tract.
- f) Report containing a strategic plan for GLO to use in planning future offshore carbon storage lease offerings. The report shall include a ranked list of future lease regions and recommendations for the timing of lease offerings in light of expected industry demand, forecasts of carbon pricing, and the suitability of each region for competing energy-related (e.g., wind, hydrogen) land uses.
- g) Other Deliverables the GLO identifies in the Work Order governing a given Project.

2.3 SUBCONTRACTORS

Subcontractors providing services shall meet the same requirements and level of experience required of a Provider. No subcontract shall relieve the subcontracting Provider of responsibility for the services. If the Provider subcontracts any services, the following conditions shall apply under the listed circumstances:

- a) Respondents planning to subcontract all or a portion of the services shall identify the proposed subcontractors on the **Exhibit C**, *HUB Subcontracting Plan*.
- b) Provider is solely responsible for compensating, supervising, and ensuring the performance of its subcontractors. The GLO has no obligations regarding any subcontract.
- c) GLO retains the right to check a subcontractor's background and approve or reject the use of proposed subcontractors.

- d) The Provider shall be the only contact for GLO and subcontractors. Provider shall list a designated point of contact for all GLO and subcontractor inquiries.

2.4 CONTRACT TERM

The GLO intends to award one contract for the services requested under this Solicitation. Any contract resulting from this Solicitation, except for the exception noted below, shall be effective from the date of contract execution until August 31, 2027. The GLO, at its own discretion and subject to applicable limitations in the General Appropriations Act and other law, may extend any contract awarded pursuant to this Solicitation, subject to terms and conditions mutually agreeable to both parties.

2.5 NO GUARANTEE OF VOLUME OR USAGE

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

2.6 PROVIDER COMPENSATION AND WORK ORDER AUTHORIZATION

2.6.1 Compensation

After determining the proposed scope of services for a given Project, the GLO will then attempt to negotiate a fair and reasonable price for the Project with the Provider. If a satisfactory agreement cannot be negotiated with the Provider, the GLO may revise the proposed scope of services and continue negotiations or formally end negotiations with Provider. If GLO and the Provider cannot agree on a scope of services and fair and reasonable price for a given Project, the GLO may cancel the Project or obtain services for the Project through an open market solicitation or other means.

2.6.2 Work Order Authorization

Specific work authorization for a Project shall be in the form of a Work Order drafted by the GLO, a sample of which is included in **Exhibit B**. All Work Orders shall be in writing, signed by both parties, and shall include a scope of services, a list of tasks to be performed by Provider, a completion schedule and/or deadlines for Deliverables, a list of Deliverables, anticipated Provider-employee hours and hourly rates, and such other information or special conditions as may be necessary for the work described in the Work Order.

Evaluation and acceptance of each Deliverable shall be based on compliance with the requirements and specifications established in the Work Order. Any changes or modifications in Deliverable requirements, specifications, or evaluation criteria

shall be made and agreed upon in writing by both GLO and Provider in the form of an amendment to the Work Order.

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ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Issue Solicitation	July 11, 2022
Deadline for Submitting Questions	July 20, 2022 at 5:00 p.m. CDT
Anticipated Release Date of Answers to Questions	July 25, 2022
Deadline for Submission of Qualifications (including HUB Subcontracting Plan)	August 10, 2022 at 2:00 p.m. CDT
Evaluation Period	August 11, 2022 to August 18, 2022
Provider Selection and Notice of Award	August 19, 2022
Contract Negotiation and Execution	August 22, 2022 to September 12, 2022

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/esbd>. Please search under Agency Code 305 (General Land Office and Veterans Land Board). 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 must be made **in writing** to the GLO's Purchasing Department, addressed to the person listed below.

Name: Linh Phan, CTCD, CTCM
Address: 1700 N. Congress Ave., Austin, Texas 78701

Phone: 800.998.4456 or 512.463.5098
Email: Linh.Phan@GLO.Texas.Gov

If you receive an “out of office” reply from the point-of-contact listed above, please forward your e-mail to the secondary point-of-contact listed below.

Name: Kim LaPointe, CPPB, CTCM, CTCD
Address: 1700 N. Congress Ave., Austin, Texas 78701
Phone: 800.998.4456 or 512.936.6265
Email: Kimberly.lapointe@GLO.Texas.Gov

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

3.2.2 Clarifications

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

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

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

3.2.3 Responses

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

3.2.4 Prohibited Communications

On issuance of this Solicitation, except for the written inquiries described in Section 3.2.1 above, the GLO, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be

allowed or recognized as valid. Failure to observe this restriction may disqualify the Respondent. Respondent shall rely only on written statements issued through or by the GLO's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

3.3 SOLICITATION RESPONSE COMPOSITION

3.3.1 General Requirements

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

- a) Part One Submittal, including all documents requested in Part 1 of the *Submission Checklist*, submitted as one Portable Document Format (.pdf) file titled “**RFQ- X0026822-LP (Respondent name)_Part 1**”;
- b) One HUB subcontracting plan, submitted as one .pdf file titled “**RFQ- X0026822-LP_(Respondent name) Part 2**”;
- c) One annual report, submitted as one .pdf file titled “**RFQ- X0026822-LP (Respondent name)_Part 3**”; and
- d) One Financial Statement Components Worksheet, submitted as a Microsoft Excel (.xlsx) file titled “**RFQ- X0026822-LP (Respondent name) Part 4**”.

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

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

3.3.2 Solicitation Response Format

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

3.3.3 Page Limit and Supporting Documentation

Submittals shall not exceed 40 pages in length. **Exhibit A**, signed acknowledgments of Addenda, references, résumés, annual report, HSP, and the

Financial Statement Components Worksheet are considered supporting documentation and are not included in the page limit. The Solicitation Response should be formatted using 12-point or larger font, except for charts, graphs, or other graphical representations of data.

3.4 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.4.1 Deadline

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

3.4.2 Labeling

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

3.4.3 Delivery

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

[Box Link: Upload Here](#) or
<https://txglo.app.box.com/f/384dcdacaf4a40cb9f15796fba45633f>

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

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 submission of Solicitation Responses.

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ARTICLE IV. SOLICITATION RESPONSE EVALUATION & AWARD PROCESS

4.1 EVALUATION CRITERIA

4.1.1 Conformance with State Law

This Solicitation is being issued in accordance with Texas law including, without limitation, Texas Government Code Chapter 2254, Subchapter A.

4.1.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Furthermore, Solicitation Responses that appear 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 Respondent must have a minimum of five years of experience providing geoscience services related to geologic assessment for the purpose of identifying structures suitable for geologic sequestration of carbon dioxide, to include, without limitation, geotechnical subsurface mapping and characterization; or, Respondent's principals/owners must have had a minimum of five years of ownership/executive management experience in a previous company that provided geoscience services related to geologic assessment for the purpose of identifying structures suitable for geologic sequestration of carbon dioxide, to include, without limitation, geotechnical subsurface mapping and characterization; and

4.1.2.2 Respondent must be financially solvent and adequately capitalized, as demonstrated by the financial information requested in Article V of this Solicitation and determined by the GLO's Procurement Financial Analysis process, as affirmed by the GLO's Chief Financial Officer or their designee.

4.1.3 Selection Criteria

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

- a) Respondent's demonstrated competence and qualifications related to identification, compilation, and analysis of data which comprise the geological and hydrocarbon production history of Miocene age structures, as described in Section 2.1.1 of the Scope of Work (30%);
- b) Respondent's demonstrated competence and qualifications related to developing and recommending project requirements and scoring criteria for RFPs, as described in Section 2.1.2 of the Scope of Work (30%);
- c) Respondent's demonstrated competence and qualifications related to providing valuation of prospective lease offerings in the context of offshore carbon sequestration and forecasting revenues from the leases, as described in Section 2.1.3 of the Scope of Work (30%);
- d) Respondent's demonstrated competence and qualifications related to strategic planning and development of internal training curricula to assist clients with future carbon storage lease offerings and with maximizing revenue from said lease offerings, as described in Section 2.1.4 of the Scope of Work; and (5%)
- e) Overall responsiveness, clarity, and organization of Solicitation Response (5%).

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

4.1.4 Detailed Scoring Methodology

The GLO assembles an evaluation committee to evaluate each responsive Solicitation Response. Each evaluator completes one evaluation worksheet for each Solicitation Response. The evaluator evaluates each submittal individually against the requirements of the Solicitation, and not against other Solicitation Responses. The evaluator assigns the number of points he or she believes each Solicitation Response merits out of the possible points indicated on the evaluation worksheet for each selection criterion. Each evaluator scores Solicitation Responses independently and impartially. Scores are not divulged between committee members until after they have been finalized, submitted, and compiled by the purchaser. Members may ask questions of the purchaser, Agency legal counsel, and designated technical experts if they are unable to find information, do not understand information in a Solicitation Response, or require technical assistance.

The purchaser averages all evaluators' total scores for each Respondent to determine Respondent rankings.

4.2 SHORT LIST

The GLO may develop a short list of finalists after an initial evaluation of the Solicitation Responses. However, the GLO is not obligated to develop this list. If a list is developed, all Respondents will be notified in writing whether or not they are finalists.

4.3 CONTRACT AWARD

It is the intent of the GLO to award one contract under this Solicitation. An award notice will be sent to 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.

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

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ARTICLE V. REQUIRED RESPONDENT INFORMATION

5.1 RESPONDENT INFORMATION

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

5.1.1 Company Narrative

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

5.1.2 Company Profile

Provide a company profile to include:

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

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

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

5.1.3 Key Staffing Profile

Respondent must provide a key staffing profile and résumés for staff that will be responsible for the performance of the services requested under this Solicitation. The key staffing profile must include copies of the proof of licensing for all licensed individuals.

“Key staff” is defined as experienced, professional and/or technical personnel who will have major responsibilities under a contract and/or provide unusual or unique expertise essential for successful completion of the work performed.

Provider shall ensure key staff remain available for the entire term of a contract. If key staff become unavailable for work, Provider shall promptly notify the GLO and assign alternative staff of equal ability and qualifications. The GLO reserves the right to approve changes to key staff.

5.2 REFERENCE PROJECTS

Respondent shall provide a minimum of three **non-GLO** reference projects performed within the last three (3) years for services similar to those requested in the Solicitation, preferably for State and/or local government entities.

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.

5.3 MAJOR SUBCONTRACTOR INFORMATION

In addition to the requirements of Article II, Respondent must identify any anticipated 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 the 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, so indicate in the appropriate section of the Solicitation Response.

5.4 LITIGATION HISTORY

Respondent must include in its Solicitation Response a complete disclosure of any actual or alleged breaches of contract it has engaged in. In addition, Respondent must disclose any civil or criminal litigation or investigation pending at any time during the last three years that involves Respondent or in which Respondent has been judged guilty or liable. For each instance of litigation or investigation, Respondent shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Respondent or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Respondent's involvement (e.g., settled, dismissed, judgment entered, etc.).

Failure to comply with the terms of this provision may disqualify any Respondent. Solicitation Responses may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

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

5.5 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

The GLO is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in 34 TAC § 20.284, the State of Texas Disparity Study. The GLO encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic, and gender-neutral means. Pursuant to Texas Government Code §2161.181 and §2161.182, and the GLO's HUB policy and rules, the GLO makes a good-faith effort to increase HUB participation in its contracts. The GLO does this by contracting directly with HUBs or indirectly through subcontracting.

The State of Texas HUB Subcontracting Plan form is included with this Solicitation as **Exhibit C. A Solicitation Response that does not contain a HUB Subcontracting Plan (HSP) is not responsive and will be rejected without further evaluation. A Solicitation**

Response will also be rejected if the GLO determines that the HSP was not developed in good faith.

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

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.

Vonda White
Vonda.White@GLO.Texas.Gov
512-947-4441

Daphne Grantham
Daphne.Grantham@GLO.Texas.Gov
512-914-7777

A presentation prepared by the HUB team with instructions for proper completion of the HSP is included with this Solicitation as **Exhibit D**.

5.6 CONFLICTS

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

5.7 ANNUAL REPORT

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

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

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

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

OR

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

Respondent shall also complete and submit the Financial Statement Components Worksheet, posted to the ESBD as an Excel workbook (.xlsx format). Respondent shall complete and submit the Financial Statement Components Worksheet in .xlsx format. Any respondent that fails to comply with this Section 5.7 or that is not financially solvent or adequately capitalized, as determined by the GLO's Procurement Financial Analysis process, as affirmed by the GLO Chief Financial Officer or their designee, may be deemed to not have met the minimum qualification stated in Section 4.1.2.2 of this Solicitation.

As part of the Procurement Financial Analysis process, the GLO may request additional or clarifying information from any Respondent after the Solicitation Response submission deadline. The GLO may disqualify any Respondent that fails to provide the requested information within the time period specified in the request, regardless of whether the Respondent mistakenly provided inaccurate contact information in its Solicitation Response or failed to check for GLO communication attempts.

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ARTICLE VI. TERMS AND CONDITIONS

6.1 GENERAL CONDITIONS

6.1.1 Amendment

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

6.1.2 Informalities and Irregularities in Solicitation Responses

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

6.1.3 Rejection

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

6.1.4 Irregularities in Solicitation

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

6.1.5 Offer Period

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

6.1.6 Open Records

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

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

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

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

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

6.1.7 Contract Responsibility

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

6.1.8 Public Disclosure

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

6.1.9 Remedies

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

6.2 INSURANCE

6.2.1 Required Coverages

For the duration of any Work Order issued under a contract resulting from this Solicitation, Provider shall acquire insurance with financially sound and reputable independent insurers, in the type and amount as follows:

6.2.1.1 Workers Compensation & Employers Liability

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

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

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

6.2.1.2 Commercial General Liability: Occurrence based:

- a) Bodily Injury and Property Damage:
\$1,000,000 each occurrence
\$2,000,000 aggregate limit
- b) Medical Expense each person: \$5,000
- c) Personal Injury and Advertising Liability: \$1,000,000

- d) Products / Completed Operations Aggregate: \$2,000,000
- e) 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 written with companies licensed in the State of Texas, with an “A-” rating or better from A.M. Best and authorized to provide the corresponding coverage. Work on any Work Order shall not begin until after Provider has submitted acceptable evidence of insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.

6.2.2 Alternative Insurability

Notwithstanding the preceding, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies customarily required. It will be Provider’s responsibility to recommend to the GLO alternative methods of insuring the contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider’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 SOLICITATION ACCEPTANCE

6.4.1 Terms and Conditions

Exhibit B, *Sample Contract*, is the standard contract form used by the GLO and includes the terms and conditions to which each Provider must substantially agree for the GLO to enter into a contract with Provider; please carefully review the terms and conditions therein. The terms and conditions in **Exhibit B** are subject to modification by the GLO prior to the execution of any contract that may result from this Solicitation. The GLO may, in its sole discretion, engage in good-faith negotiation of terms and conditions with Providers but has limited discretion to do so.

Each final contract must substantially conform to the terms and conditions shown in **Exhibit B**. Each final contract must also include all contract provisions required

by applicable laws and regulations, which may include, without limitation, all contract provisions prescribed in Title 10, Subtitles D and F of the Texas Government Code and all contract provisions prescribed in the Texas Comptroller of Public Accounts' "[State of Texas Procurement and Contract Management Guide](#)." Substantial contract revision requests or unreasonably protracted contract negotiations may result in a termination of negotiations with Provider and rescission of a contract award.

6.4.2 Affirmations and Solicitation Acceptance

Execution of **Exhibit A** of this Solicitation, *Affirmations and Solicitation Acceptance*, shall constitute an agreement to all terms and conditions specified in this Solicitation.

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 required to consider past performance when determining contract award. 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/filinginfo/1295/>

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ARTICLE VII. SUBMISSION CHECKLIST

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

A COMPLETE SOLICITATION PACKAGE SHALL INCLUDE:

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

PART 1 – SUBMITTAL

Please present documents in the following order:

1. **Exhibit A**, General Affirmations and Solicitation Acceptance _____
 - If Respondent is a Corporation or other legal entity, attach a corporate resolution or other appropriate official documentation, which states that the person signing this Solicitation Response is an authorized person that can legally bind the corporation or entity.
 - Attach proof of registration with the Texas Secretary of State.
 - Attach a copy of IRS Letter 147C, Verification of Employer Identification Number, or any IRS document listing both the EIN and entity name on IRS letterhead.

2. Signed Acknowledgments of Addenda (if applicable) _____

3. Summary of Minimum Qualifications (Section 4.1.2) _____

4. Company Narrative (Section 5.1.1) _____

5. Company Profile (Section 5.1.2) _____

6. Key Staffing Profile (Section 5.1.3) _____

7. Reference Projects (Section 5.2) _____

8. Major Subcontractor Information (if applicable) (Section 5.3) _____

9. Litigation History (if applicable) (Section 5.4) _____

10. Conflicts (if applicable) (Section 5.6) _____

PART 2 – HUB SUBCONTRACTING PLAN

1. **Exhibit C**, HUB Subcontracting Plan and supporting documents _____

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

8. If any contract resulting from this Solicitation is for services, Respondent shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
9. Respondent shall retain in its records the Solicitation and its Solicitation Response and all documents related to this Solicitation or any contract resulting from this Solicitation. Unless a longer retention period is specified by applicable federal law or regulation, Respondent may destroy such records only after the seventh anniversary of the date: the contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Solicitation, Solicitation Response, contract, or related documents are resolved. Respondent acknowledges that the State has a right of access to information in Respondent's possession relating to State property and agrees to make such information reasonably available upon request of the GLO.
10. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract resulting from this Solicitation or indirectly through a subcontract under such contract. The acceptance of funds directly under such contract or indirectly through a subcontract under such contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through a contract and the requirement to cooperate is included in any subcontract it awards. Any contract resulting from this Solicitation may be amended unilaterally by the GLO to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
11. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Respondent further represents and warrants that if a former employee of the GLO was employed by Respondent within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Respondent that the employee worked on while employed by the GLO.
12. The Respondent shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Respondent shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, disability, color, sex, religion, age, or national origin. Such action includes, but is not limited to: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Respondent shall post notices, setting forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Respondent shall include the above provisions in all subcontracts to any contract resulting from this Solicitation.
13. Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Solicitation Response to any competitor or any other person engaged in the same line of business as Respondent.
14. By signing this Solicitation Response, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a "Texas Bidder" as defined in Section 2155.444(c) of the Texas Government Code.
15. Respondent understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, GLO policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Respondents are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the GLO's Internal Audit Director at 512.463.6078 or Tracey.Hall@glo.texas.gov.

16. Respondent certifies that it will comply with the federal Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Immigration Act of 1996 regarding employment, employment verification, and retention of verification forms of individuals who will prospectively perform work described in this proposal.
17. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Solicitation Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified contract and acknowledges that such contract may be terminated, and payment withheld if this certification is inaccurate.
18. Respondent represents and warrants that it shall comply with the applicable provisions of and rules and regulations related to the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
19. The Respondent represents that payment to the Respondent and the Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.
20. If the Solicitation is for completion of a "project" (as defined by Texas Government Code §2252.201) in which iron or steel products will be used, Respondent agrees any iron or steel product produced through a "manufacturing process" (as defined by Texas Government Code §2252.201) and used in the project shall be produced in the United States.
21. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to Respondent and any contract awarded to Respondent pursuant to this Solicitation, then Respondent verifies it does not boycott Israel and will not boycott Israel during the term of any contract awarded to Respondent pursuant to this Solicitation.
22. If Respondent is submitting a Solicitation Response for the purchase or lease of computer equipment, then Respondent certifies it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code, Chapter 328.
23. Upon the GLO's request, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
24. If the Solicitation is for consulting services, as defined in Texas Government Code Chapter 2254, in accordance with Section 2254.033 of the Texas Government Code, Respondent certifies it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the submission of the Solicitation Response or, in the alternative, Respondent has disclosed in its Solicitation Response the following: (i) the nature of the previous employment with the GLO or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
25. Respondent must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under any contract resulting from this Solicitation.
26. Any contract resulting from this Solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Respondent understands that all obligations of the GLO under a contract resulting from this Solicitation are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate such contract. Any contract resulting from this Solicitation shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
27. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
28. Any contract resulting from this Solicitation shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

29. Respondent has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of any contract resulting from this Solicitation.
30. The GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material associated with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent shall make any information created or exchanged with the State pursuant to the Solicitation and any resulting contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
31. The person signing this Solicitation Response represents and warrants that he/she is duly authorized and legally empowered to submit this Solicitation Response, execute a contract on behalf of Respondent, and contractually bind the Respondent.
32. Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants that any technology provided to the GLO for purchase under this Solicitation is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
33. If any contract resulting from this Solicitation is for the purchase or lease of covered television equipment as defined by Section 361.91(3) of the Texas Health and Safety Code, Respondent certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. The requirements of Subchapter J, Chapter 552, Government Code, may apply to a contract awarded under this Solicitation and Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
35. If Respondent, in its performance of a contract awarded under this Solicitation, has access to a state computer system or database, Respondent must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Respondent must complete the cybersecurity training program during the initial term of the contract and during any renewal period. If awarded a contract, Respondent must verify in writing to the GLO its completion of the cybersecurity training program.
36. Under Section 2155.0061, Government Code, the Respondent certifies that the individual or business entity named in this bid (Solicitation Response) or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
37. Respondent certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Respondent’s business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
38. Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
39. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of any contract resulting from this Solicitation. If Respondent does not make that verification, Respondent must

notify the GLO and state why the verification is not required.

40. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a “firearm entity” or “firearm trade association” as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of any contract resulting from this Solicitation against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must notify the GLO and state why the verification is not required.
41. If Respondent is a “professional sports team” as defined by Texas Occupations Code Section 2004.002, Respondent will play the United States national anthem at the beginning of each team sporting event held at the Respondent’s home venue or other venue controlled by Respondent for the event. Failure to comply with this obligation constitutes a default of any contract resulting from this Solicitation, and immediately subjects Respondent to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Respondent may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.

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

- Supplies, materials, equipment, or services produced in Texas/offered by Texas bidders or Texas bidder that is owned by a service-disabled veteran
- Agricultural products produced/grown in Texas
- Agricultural products and services offered by Texas bidders
- Texas vegetation native to the region for landscaping purposes
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials, including recycled steel
- Covered television equipment
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products and services from economically depressed or blighted areas
- Products produced at facilities located on formerly contaminated property
- Vendors that meet or exceed air quality standards
- Paper containing recycled fibers
- Recycled Computer Equipment of other manufacturers
- Foods of Higher Nutritional Value
- Travel agents residing in Texas

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

YES _____ NO _____

SIGNATURE PAGE FOLLOWS

RESPECTFULLY SUBMITTED:

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

Date

Printed Name and Title of Signatory

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

Respondent's Employer Identification Number (must match IRS Letter)³

Telephone

Email

Address

City/State/Zip

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

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

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

EXHIBIT B. SAMPLE CONTRACT



**SERVICES CONTRACT
GLO CONTRACT NO. 23-021-001**

THE GENERAL LAND OFFICE and VENDOR, Texas Identification Number (TIN) TBD (“Provider”), each a “Party” and collectively “the Parties,” enter into the following contract for professional services (the “Contract”) pursuant to Texas Government Code, Chapter 2254.

I. DEFINITIONS, INTERPRETIVE PROVISIONS, AND PROJECT DESCRIPTION

1.01 DEFINITIONS

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

“[Amendment](#)” means a written agreement, executed by the Parties’ authorized representatives, that documents changes to the Contract.

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

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

“[Contract](#)” means this entire document, its Attachments and Amendments, and documents expressly incorporated by reference herein.

“[Deliverables](#)” means a unit or increment of work—including any item, report, data, document, photograph, drawing, process, computer program or code, or other submission—that is required to be delivered, in whatever form, under the terms of this Contract.

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

“[GAAP](#)” means generally accepted accounting principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the terms and conditions attached hereto as **Attachment B** that Provider affirms and agrees to by executing this Contract.

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

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

“[HUB](#)” means historically underutilized business, as defined by Chapter 2161 of the Texas Government Code.

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

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

“Project” means the services described in **Section 1.03** of this Contract.

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

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

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

“Solicitation” means GLO RFQ X0026822-STH (including any Attachments and addenda), which is incorporated herein by reference for all purposes in its entirety.

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

“Subcontractor” means a person or entity that contracts with Provider to perform part or all of Provider’s obligations under this Contract.

“Travel Regulations” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Provider’s travel expenses, including: Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available on the Comptroller’s website.

“Work Order” means an individually-negotiated document authorizing Provider perform specific services or deliver specific goods under the Contract. Upon execution by both Parties, a Work Order becomes a part of the Contract.

1.02 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, Work Order, or schedule of this Contract unless otherwise specified.
- (c) The word “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto executed according to the contract’s terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect interpretation of this Contract.

- (f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any such consent, approval, or waiver.
- (h) Time is of the essence in this Contract.
- (i) If this Contract and any Attachments conflict, such conflicts shall be resolved in the following order of precedence: first, the Contract, then Attachments to the Contract in this order: **Attachment A**, the Solicitation, and the Solicitation Response.

1.03 PROJECT

- (a) When authorized to do so by the GLO’s issuance of an applicable Work Order, Provider shall perform professional geoscience and valuation services in support of a Request for Proposals (“RFP”) for the lease of Permanent School Fund land in coastal Texas counties for the establishment and operation of one or more geologic carbon dioxide storage repositories under submerged land in a Miocene formation, including construction of necessary transportation and storage infrastructure. Services authorized in any Work Order may include any service described or listed in the Solicitation, including the characterization and valuation of geologic formations on the Texas Gulf Coast for carbon dioxide sequestration projects. Provider’s performance of services in support of each RFP shall be considered a unique Project. The GLO shall issue a separate Work Order to Provider for each Project.
- (b) Provider must perform the Project in accordance with this Contract and all Attachments, the applicable Work Order, the Solicitation, and the Solicitation Response.

1.04 WORK ORDERS AND REPORTING REQUIREMENTS

- (a) Upon the GLO’s identification of specific work within the scope of this Contract, the GLO may request Provider submit a proposal to complete the work that includes pricing and a project plan listing tasks and Deliverables, as appropriate, with a completion schedule or due date for each task and Deliverable. Upon successful negotiation of pricing, tasks, Deliverables, and other Work Order terms and conditions, the GLO will issue a Work Order to Provider authorizing the services described therein.
- (b) Each Work Order must be in writing and signed by the Parties’ authorized representatives. Each Work Order must include a scope of services; a list of tasks; a completion schedule; a list of Deliverables, if any, and a due date for each Deliverable; a detailed budget; and such other information or special conditions necessary for the work described therein. Upon execution by both Parties, each Work Order shall become an Attachment hereto, with this Contract and all Attachments thereafter being referred to collectively as the “Contract.”

- (c) The GLO may issue multiple Work Orders during the term of this Contract, but does not represent or guarantee that it will issue Work Orders to Provider pursuant to this Contract. All work requested under this Contract will be required on an irregular and as-needed basis throughout the Contract term. The GLO makes no guarantee of volume or usage under this Contract.
- (d) Provider must submit reports as directed by the applicable Work Order.

II. TERM

2.01 DURATION

- (a) This Contract is effective as of the date executed by the last Party (the “Effective Date”) and shall terminate on August 31, 2027. The Parties may extend this Contract for up to 2 additional years by mutual, written agreement.
- (b) This Contract is effective for the term specified herein. Any services Provider performs before the Effective Date or after the Contract’s termination or expiration are performed at Provider’s sole risk and the GLO may choose not to compensate Provider for such services.

2.02 EARLY TERMINATION

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

2.03 ABANDONMENT OR DEFAULT

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

III. CONSIDERATION

3.01 COMPENSATION

The GLO will compensate Provider in accordance with each applicable Work Order issued pursuant to this Contract.

3.02 TRAVEL EXPENSES

- (a) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider’s performance of this Contract and Work Orders issued pursuant to this Contract at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- (b) Subject to the maximum Work Order amount authorized in each Work Order and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are working away from the cities in which they are permanently assigned and conducting business specifically authorized in the scope of services in the applicable Work Order.

- (c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

3.03 INVOICES

Invoices must:

- (a) be submitted to vendorinvoices@glo.texas.gov
- (b) be supported by documentation (including, but not limited to, itemized receipts) that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display GLO Contract Number 23-021-001 and the applicable GLO Work Order number.**

3.04 PAYMENT

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

IV. PERFORMANCE, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

- (a) Provider warrants that it will perform all services under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) Provider warrants that all Deliverables it completes under this Contract will meet or exceed the standards of Provider's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If Provider submits Deliverables or performs services that do not meet specifications, fails to complete Deliverables or services timely, or fails to perform its obligations under this Contract, the GLO may require Provider, at its sole expense, to:
 - (i) repair or replace Deliverables or reperform services that do not meet specifications,
 - (ii) refund payment for Deliverables or services that do not meet specifications and accept the return of such Deliverables, and
 - (iii) take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

4.02 GENERAL AFFIRMATIONS

Provider certifies it has reviewed the **General Affirmations** in **Attachment A** and that Provider is in compliance with all applicable requirements contained therein. Provider affirms and agrees to all conditions contained in Attachment B.

V. STATE FUNDING

5.01 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Provider for damages under this Contract may not exceed the amount of payment due and owing Provider or the amount of funds appropriated for payment but not yet paid to Provider. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.02 RECAPTURE OF FUNDS

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

5.03 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 that Provider received under this Contract. Provider must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Provider.

VI. OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership rights, 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 may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter. 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 is a “work made for hire” under the United States Copyright Act of 1976. If, for any reason, any expressive content subject to copyright protection or any portion of such expressive content is not a work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all rights, title and interest in and to such expressive content or such portion of such expressive content. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the expressive content and all rights associated with the copyright, including reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the expressive content in all formats and media now known or developed in the future.

- (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 documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.02 PUBLICATION

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

VII. MISCELLANEOUS PROVISIONS

7.01 INSURANCE

For the duration of each Work Order issued pursuant to this Contract, Provider must acquire and maintain insurance and bonds with financially sound and reputable insurers licensed by the Texas Department of Insurance in the type, amount, and form specified in the applicable Work Order. Provider must submit to the GLO certificates of insurance and other documents necessary to establish to the GLO’s satisfaction that Provider carries the types and amounts of insurance specified in the applicable Work Order. If the insurance needs change or the GLO determines any policy does not comply with the terms of the applicable Work Order, Provider must secure such additional policies or coverage that the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of a Work Order, Provider must submit renewal certificates to the GLO evidencing continuity of coverage. The GLO may terminate any Work Order for which Provider fails to submit evidence of required insurance or bonds.

7.02 TAXES, WORKERS’ COMPENSATION, AND UNEMPLOYMENT INSURANCE

- (a) Provider shall be solely liable and responsible for payment of Provider’s and Provider’s employees’ taxes of whatever kind, arising out of the execution or performance of the Contract. Provider must comply with all state and federal laws—including laws regarding wages, taxes, insurance, and workers’ compensation—that apply to Provider or its employees. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes or the provision of unemployment insurance, workers’ compensation, or any benefit available to a state employee or employee of another governmental entity.

- (b) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits and all related costs, 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 purchase orders issued under the Contract. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

7.03 LEGAL OBLIGATIONS

For the duration of this Contract, Provider must procure and maintain any license, authorization, insurance policy, waiver, permit, qualification, or certification that a federal, state, county, or city statute, ordinance, law, or regulation requires Provider to hold to provide the goods or services required by this Contract. Provider must pay all taxes, assessments, fees, premiums, permit fees, and license fees required by law. Provider must pay any such government obligations not paid by its Subcontractors during performance of this Contract.

7.04 INDEMNITY

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and their officers, agents, employees, representatives, contractors, assignees, and designees from any liability, actions, claims, demands, damage, or suits and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Provider or its agents, employees, Subcontractors, order fulfillers, or Subcontractors' suppliers in the execution or performance of the Contract and any purchase orders issued under the Contract. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General or other GLO legal counsel if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to settle any such lawsuit without the concurrence of the Office of the Texas Attorney General or other GLO legal counsel. The Parties must furnish timely written notice to each other of any action, claim, demand, or suit described herein.

7.05 INTELLECTUAL PROPERTY INFRINGEMENT

- (a) To the extent allowed by law, Provider shall defend, indemnify, and hold harmless the GLO and the State of Texas from and against any and all claims, violations, misappropriations or infringement of any patent, trademark, copyright, trade secret or other intellectual property rights and/or other intangible property, publicity or privacy rights, and/or in connection with or arising from: (1) the performance or actions of Provider pursuant to this contract; (2) any deliverable, work product, configured service or other service provided hereunder; and/or (3) the GLO's and/or Provider's use of or acquisition of any requested services or other items provided to the GLO by Provider or otherwise to which the GLO has access as a result of Provider's performance under the contract. Provider and the GLO shall

furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense, including attorneys' fees. The defense shall be coordinated by Provider with the Office of the Texas Attorney General (OAG) when Texas state agencies are named defendants in any lawsuit and Provider may not agree to any settlement without first obtaining the concurrence from OAG. In addition, Provider will reimburse the GLO and the State of Texas for any claims, damages, costs, expenses or other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. If the GLO determines that a conflict exists between its interests and those of Provider or if the GLO is required by applicable law to select separate counsel, the GLO will be permitted to select separate counsel and Provider will pay all reasonable costs of the GLO's counsel.

- (b) If Provider becomes aware of an actual or potential claim of Intellectual Property infringement caused by or resulting from Provider's performance of this Contract or the GLO provides Provider with notice of such claim, Provider must, at Provider's sole expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

7.06 ASSIGNMENT AND SUBCONTRACTS

Provider must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider must legally bind such Subcontractor to perform and make such Subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such Subcontractor performing fifteen percent (15%) or more of the work under this Contract. Such notification must include the name and Texas Identification Number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to work on the task.

7.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ PROGRAM

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

7.08 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; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

7.09 COMPLIANCE WITH OTHER LAWS

In its performance of this Contract, Provider must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. Provider is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

7.10 NOTICES

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

GLO

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

Provider

VENDOR
ADDRESS
CITY, STATE ZipCode
Attention: VENDOR's PM

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

7.11 SEVERABILITY

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

7.12 FORCE MAJEURE

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

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

7.13 ENTIRE CONTRACT AND MODIFICATION

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

7.14 COUNTERPARTS

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

7.15 RECORDS AND AUDIT

- (a) Each Party must retain in its records the Contract and all documents related to the Contract. Unless a longer retention period is specified by applicable law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed, terminates, or expires; or the date when all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.
- (b) Pursuant to GAAP or GASB, as applicable, Provider must keep and maintain full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government (if applicable), and/or their authorized representatives to determine Provider's compliance with this Contract and all applicable laws, rules, and regulations.
- (c) All records related to the Contract, including records of Provider and its Subcontractors, are subject to the Administrative and Audit Regulations.
- (d) State agencies that are authorized to audit and inspect Provider, its records, its Subcontractors, and its Subcontractors' records include the GLO, the GLO's contracted examiners, the Texas State Auditor's Office, the Texas Attorney General's Office, the Comptroller, and their authorized designees. With regard to any federal funding, federal agencies that are authorized to audit and inspect Provider, its records, its Subcontractors, and its Subcontractors' records may include any federal agency funding the Contract, the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

7.16 SURVIVAL OF TERMS AND CONDITIONS

The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretive provisions; consideration; warranties; General Affirmations, Federal Assurances, and Federal Certifications; state funding,

prohibition on debts created on behalf of the State of Texas and/or the GLO, recapture of state funds, and overpayment of state funds; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership, Intellectual Property, and copyright; records retention requirements; inspection and audit; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; Provider's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Provider or any Subcontractors to provide the goods or services described in this Contract; indemnification and liability; infringement of Intellectual Property rights; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; Work Orders; and amendment. 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.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 23-021-001
SERVICES CONTRACT**

GENERAL LAND OFFICE

VENDOR

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

OGC _____

DD _____

SDD _____

DGC _____

GC _____

ATTACHED TO THIS CONTRACT:

ATTACHMENT A – General Affirmations

INCORPORATED BY REFERENCE:

SOLICITATION

SOLICITATION RESPONSE

ATTACHMENTS FOLLOW

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.*
2. Provider shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Provider represents and warrants that it complies with the requirements of the state risk and authorization management program and Provider agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Provider to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Provider certifies that it will comply with the security controls required under this Contract and will maintain

* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

records and make them available to the GLO as evidence of Provider's compliance with the required controls.

9. Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Provider agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Provider to the State of Texas.
11. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROVIDER.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Provider's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim.

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The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Provider seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Provider does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become

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unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.*
21. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.
24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE

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EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH PROVIDER EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT,

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CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Provider has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*
31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The

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

32. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Provider understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Provider believes to be excepted from disclosure as "confidential" or a "trade secret," Provider waives any and all claims it may make against the GLO for releasing such information without prior notice to Provider. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Provider must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Provider, in its performance of the Contract, has access to a state computer system or database, Provider must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Provider must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Provider must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Provider certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Provider certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Provider's business. Provider acknowledges that such a vaccine or recovery requirement would make Provider ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Provider certifies that neither it nor its parent company, nor any affiliate of Provider or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
41. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that Provider does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
42. If Provider is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Provider verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Provider does not make that verification, Provider must notify the GLO and state why the verification is not required.*
43. If Provider is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Provider will play the United States national anthem at the beginning of each team sporting event held at Provider's home venue or other venue controlled by Provider for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Provider to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Provider may be debarred from

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contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, in accordance with Section 552.372 of the Texas Government Code, Provider must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Provider's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Provider's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Provider agrees that the Contract may be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Provider, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Provider compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Provider shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Provider uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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**WORK ORDER NO. «WO»
UNDER GLO CONTRACT NO. «CONTRACT»**

Pursuant to **GLO CONTRACT NO. «CONTRACT»** (“Contract”) between the **GENERAL LAND OFFICE** (the “GLO”) and «VENDOR» (“Provider”), each a “Party” and collectively “the Parties,” Provider is authorized to perform the services described herein, subject to the terms of this Work Order No. «WO» (“Work Order”).

I. PROJECT DESCRIPTION

- a) Provider shall perform professional geoscience and valuation services (“the Project”), as described in Scope of Services attached hereto as **Attachment A**.
- b) Provider must perform all work in accordance with the Contract and all its Attachments; the Solicitation; the Solicitation Response; and this Work Order and all its Attachments.

II. INSURANCE

- a) Prior to commencing work or incurring any charges under this Work Order, Provider must submit directly to the GLO Contract Management Division, certificates of insurance in the amounts required for the Project and in strict conformance with the requirements of **Attachment B** of this Work Order, Required Insurance and Form.
- b) Provider must submit certificates of insurance to the GLO Contract Management Division at the email address: insurance@glo.texas.gov. Submission by any other means may delay the Project.
- c) 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 within the time specified, the GLO may, in its sole discretion, declare this Work Order void.

III. TASKS, DELIVERABLES, AND DELIVERABLE DUE DATES

Provider must perform all tasks and submit all deliverables in strict conformance with **Attachment A**. Provider must submit all deliverables in accordance with the due dates/schedules established in **Attachment A**, or as directed by the GLO if no due date or schedule is established in **Attachment A** for a given deliverable.

IV. COMPENSATION AND REIMBURSEMENT

- a) The total compensation due to Provider for services performed and costs incurred pursuant to this Work Order is not to exceed \$«VALUE».
- b) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider’s performance of this Work Order at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- c) Subject to the maximum Work Order amount authorized and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses may be

reimbursed under this Work Order for professional or technical personnel who are working away from the cities in which they are permanently assigned and conducting business specifically authorized in the scope of services in the applicable Work Order.

- d) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel-expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

V. SUBMISSION OF INVOICES

- a) Provider must submit invoices to the GLO in accordance with this Work Order and Provider's Proposal in **Attachment A**. Failure to submit invoices as instructed below may significantly delay payment under the Work Order.
- b) **Invoices must:**
 - (i) be submitted to vendoringvoices@glo.texas.gov;
 - (ii) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
 - (iii) prominently display **“GLO Work Order No. «WO» under GLO Contract No. «Contract».”**

VI. PERFORMANCE PERIOD, TERMINATION, AMENDMENTS

- a) This Work Order is effective on the date last signed and shall terminate upon the earlier of the completion of the Project, in the GLO's sole determination, or «ExpDate» (“Performance Period”).
- b) The GLO reserves the right to, at any time during the Performance Period, terminate, halt, or defer all or any portion of the work included in the Scope of Services of this Work Order. If such an event occurs: (1) Provider must follow all directions included in the GLO's notice; and (2) the Parties agree that the Work Order may require revision by written Amendment.
- c) 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, may be delivered by regular mail, electronic mail, or facsimile transmission, and shall become part of the GLO's Project file.

VII. MISCELLANEOUS

- a) This Work Order amends and forms a part of the Contract, all provisions of which not amended herein remain in force and effect.
- b) Except as otherwise expressly provided in this Work Order, terms defined in the Contract have the same meanings in this Work Order.
- c) If the Contract, this Work Order, or any Attachments conflict, such conflicts shall be resolved in the order of priority established in the Contract. If the Work Order and Attachments to the Work Order conflict, such conflicts shall be resolved in the following

order of priority: first, the Work Order; then Attachment B to the Work Order; then Attachment A to the Work Order.

- d) Subject to the terms and conditions of the Contract, Provider may subcontract with others for performance of some or all of the services described herein. Whether or not it is included in Attachment A, no subcontract, Subcontractor's proposal, nor any terms or conditions attached to such subcontract or proposal shall apply to the GLO. The GLO does not agree to and is not bound by any subcontract, Subcontractor's proposal, nor any terms or conditions attached to such subcontract or proposal.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR WORK ORDER NO. «WO»
UNDER GLO CONTRACT NO. «CONTRACT»**

GENERAL LAND OFFICE

«VENDOR»

Mark A. Havens, Chief Clerk /
Deputy Land Commissioner

By: _____
Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

- OGC _____
- PM _____
- DD _____
- SDD _____
- DGC _____
- GC _____

ATTACHMENTS TO THIS WORK ORDER:

- ATTACHMENT A – PROVIDER’S PROPOSAL**
- ATTACHMENT B – REQUIRED INSURANCE AND FORM**

ATTACHMENTS FOLLOW

PLACE HOLDER

Work Order Attachment A

Scope of Services

REQUIRED INSURANCE

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

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

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

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

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

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

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior

written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

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

INSURANCE REQUIRED:

\$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)
\$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
\$1 MILLION CSL AUTOMOBILE INSURANCE
\$1 MILLION ERRORS AND OMISSIONS
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- \$1 MILLION EACH ACCIDENT
- \$1 MILLION DISEASE EACH EMPLOYEE
- \$1 MILLION DISEASE POLICY LIMIT
STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE

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

Insurance Certificates must:

- (a) be submitted to insurance@GLO.TEXAS.GOV
- (b) **prominently display "GLO Contract No. 23-021-001 and Work Order No. ."** and
- (c) Name the General Land Office as an additional insured.

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

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

EXHIBIT C. HUB SUBCONTRACTING PLAN (HSP)



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

HUB Subcontracting Probability Statement

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

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

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

Reference number: RFQ X0026822-LP

Professional Geoscience Services: Characterization and Valuation of Geologic Formations for Carbon Dioxide Sequestration Projects

The HUB Goal for this Procurement is 23.7% of the Total Contract Value

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

NIGP Class	NIGP Item	Description of Goods and Services
493	42	Gas Analysis and Monitoring Equipment, Laboratory, for CO2 Oxygen; etc., in Gas Mixtures
918	82	Scientific and Environmental Consulting Oxygen, etc., in Gas Mixtures
920	33	Mapping and Geographical Information Systems (GIS) Systems
926	43	Gas Analysis Services (Including Analytical Laboratory and Services)
925	45,46	Geotechnical Engineering: Geotechnical Engineering includes Material Testing
956	75	Scientific Research Services
961	74	Scientist Services: Geology, Geophysics, etc. (Including geochemical Analysis, Geotechnical Consulting, Environmental and Analytical Services).

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

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

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

Minority and women owned business association resources are available for your subcontracting solicitation notices to State of Texas HUB vendors at this link:

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

If you have any questions about the HUB Subcontracting Plan, identifying HUB vendors with proper NIGP codes, contact Daphne Grantham at 512-914-7777 or daphne.grantham@glo.texas.gov , Vonda White at 512-947-6441 or Vonda.white@glo.texas.gov .



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

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

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



HUB Subcontracting Plan (HSP)

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

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

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

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

- - Agency Special Instructions/Additional Requirements - -

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

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

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

(mm/dd/yyyy)

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: AFFIRMATION

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

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

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

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

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

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

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

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

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

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

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

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

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

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

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

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

EXHIBIT D. HUB SUBCONTRACTING PLAN PRESENTATION

General Land Office

How to complete your HUB Subcontracting Plan (HSP)

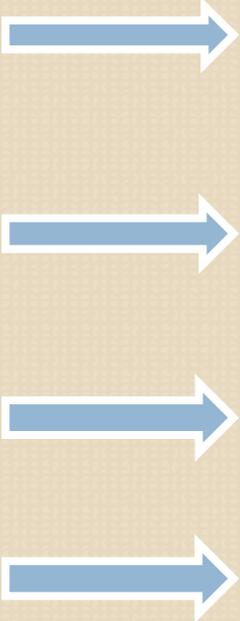
HUB SUBCONTRACTING PLAN (HSP) IS A REQUIREMENT

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

HUB SUBCONTRACTING PLAN (HSP)

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

HUB Subcontracting Plan (HSP) Quick Checklist



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

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

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

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

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

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

- Options #1 – You are using **only** Texas certified HUB subcontractors for the project.
- Option #2 – You will **meet** or **exceed** the HUB subcontracting goal using Texas certified HUBs and Non-HUB subcontractors.
- Option #3 – You will **not** meet the stated HUB subcontracting goal using Texas Certified HUBs and Non-HUB subcontractors.
- Option #4 – **Self-perform**: You **will not be subcontracting** any portion of the contract and will utilize your own resources in completing the entire contract. (own employees, supplies, materials and/or equipment, to include transportation and delivery)

HSP Information Page:

■ HUB GOALS



■ Special reminders and instructions



■ Respondent and requisition information



HUB Subcontracting Plan (HSP)

Rev. 2/17

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

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

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

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

-- Agency Special Instructions/Additional Requirements --

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

HUB Goal 00.0%

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

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

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

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

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

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

(mms 10/1/17)

Company Name and Requisition #



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



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



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

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

SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)

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

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

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

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

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

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- No (If No, continue to Item d, of this SECTION.)

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

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

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

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

Section 3: Self Performance Justification

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



Section 4: Affirmation

- Signature affirms that information provided is true and correct.



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

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

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

SECTION 4: AFFIRMATION

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

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

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

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

3

HSP GFE Method B (Attachment B) :

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

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

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

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

■ Page 1 of 2 (Attachment B)

HSP Good Faith Effort - Method B (Attachment B)

Rev. 1/17

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

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

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

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

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **ten (10) or more trade organizations** or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hubresources.php>.

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

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

Notification of a Subcontracting Opportunity

7 Working Day Notification

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

HUB Subcontractor Notification form:

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



HUB Subcontracting Opportunity Notification Form Rev. 1/17

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

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

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

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

HSP GFE Method B (Attachment B)

- Enter information for HUB Protégé subcontracting opportunity.

or

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

■ Page 2 of 2 (Attachment B)

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

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

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

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

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

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

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

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

Page 2 of 2
(Attachment B)

Affirmation

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

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

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

HSP Evaluation Process

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

HSP Resources

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

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

GLO HUB Team Contacts

- If you have any questions concerning the HSP, please contact GLO HUB Coordinators below.
- Daphne Grantham, Assistant HUB Coordinator
daphne.Grantham@glo.texas.gov
512-914-7777
- Vonda White, HUB Coordinator
vonda.white@glo.texas.gov
512-947-6441