



TEXAS GENERAL LAND OFFICE
is
REQUESTING QUALIFICATIONS
for
Professional Real Estate Appraisal Services
for
Complex Permanent School Fund
and
State Real Property Assets

REQUEST FOR QUALIFICATIONS NO. X0017403-SK
Class 946 / Item 15

Release Date: July 3, 2019
Deadline for Submission: August 7, 2019 at 2:00 p.m. CDT

Solicitation Point of Contact: Shelia Kirk, CTPM
Shelia.Kirk@GLO.Texas.Gov

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

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Texas General Land Office (“GLO” or “agency”) is requesting Statements of Qualifications (“SOQs”) from Texas Certified General Appraisers to perform professional appraisal services on complex Permanent School Fund (“PSF”) and State Real Property (“SRP”) assets throughout the state of Texas.

The GLO shall request services on an as-needed basis, as determined by GLO Appraisal Services staff. The GLO seeks to prequalify a geographically diverse pool of highly qualified Providers; the GLO encourages local appraisers as well as statewide appraisers to respond to the Solicitation.

Respondents must execute **Exhibit A, Affirmations and Solicitation Acceptance**, and complete other items listed on the *Submission Checklist* 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 General Land Office. Respondent must acknowledge receipt of any addenda in the submission of the Solicitation Response.

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

“Appraisal” means Appraisal as defined by Standards 1 and 2 of USPAP.

“CMBL” means the Centralized Master Bidders List.

“Complex Properties” means real property other than 1-4 residential properties.

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

“GLO” means the Texas General Land Office.

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

“MLS” means Multiple Listing Service.

“NTP” means Notice to Proceed.

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

“Project” means the services solicited herein.

“Project Manager” means an appointee, designee, or alternate designee as assigned by the GLO to this Project. For the Respondent, “Project Manager” means the assigned employee listed by the Respondent in the Solicitation Response as requested in Section 5.1.3 of this RFQ, Key Staffing Profile.

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

“PSF” means the Permanent School Fund. The Commissioner of the Texas General Land Office serves as Chairman of the Permanent School Fund.

“Respondent” means an entity responding to this Solicitation.

“Review” means desktop or field review as defined in Standards 3 and 4 of USPAP.

“RFQ” means Request for Qualifications.

“Solicitation” means this RFQ.

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

“SOQ” means Statement of Qualifications.

“SRP” means State Real Property.

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

“TAC” means Texas Administrative Code.

“TALCB” means the Texas Appraiser Licensing and Certification Board.

“USPAP” means the Uniform Standards of Professional Appraisal Practice.

1.3 AUTHORITY

The GLO is soliciting the services listed herein under Chapter 2254, Subchapter A of the Texas Government Code.

ARTICLE II. SCOPE OF WORK

2.1 SCOPE OF SERVICES REQUESTED

The GLO Appraisal Services division will request appraisal services from Provider(s) on an as-needed basis as requested by the client and intended user, the PSF. To be considered for a given assignment, Provider must respond to an assignment request inquiry by GLO Appraisal Services within two business days. The response to the GLO must include an affirmation that the Provider meets the Competency Provision of USPAP for the real property involved with the assignment. Provider must submit its appraisal report to the GLO on or before the due date specified in a written Notice to Proceed (“NTP”).

All appraisal reports must comply with the Uniform Standards of Professional Appraisal Practice (“USPAP”) and must be conducted in accordance with Standard 1. The appraisal report format must be written in conformance with USPAP Standard 2. In addition to including a detailed highest and best use analysis, comparable sale profiles and an adjustment grid supporting the value conclusion, the appraisal must also include all PSF and GLO Appraisal Services requirements as shown below in Section 2.1.1, Mandatory Appraisal Requirements. Additional requirements that may pertain to specific conditions/assignments are detailed below in Section 2.1.2.

The GLO shall review all appraisal reports for compliance with USPAP Standard 3 and for the reasonableness of value conclusion. Provider must respond to inquiries from the GLO (i.e. Chief Appraiser, Associate Chief Appraiser, PSF Manager, review appraisers, and administrative staff) within one business day. Provider must respond to reconsideration of value requests within three business days.

2.1.1 Mandatory Appraisal Requirements

- a) Provider shall complete the appraisal in a narrative format in keeping with Standards Rule 2-2 of USPAP.
- b) Appraisal must include a detailed highest and best use analysis (physically possible, legally permissible, financially feasible/maximally productive, and highest and best use conclusion).
- c) Provider shall inspect subject property to sufficiently describe the condition, terrain, topography, vegetation, floodplain, utilities, any improvements, access, and other pertinent information needed for the required site description.
- d) Provider must utilize a minimum of four sales in the appraisal report. A detailed market analysis/explanation of adjustments is **mandatory**. All adjustments to the sales must be narratively explained and supported so a USPAP Standard 3 review can be completed (no rule of thumb adjustments). Industry standard and accepted appraisal methodology is also required, including the appropriateness

and reasonableness of the analyses, opinions, adjustments and conclusions. A reconciliation of the final conclusion of value must be provided.

- e) Appraisal must include a location map, comparable sales map, floodplain map, Google aerial map and survey/plat.

2.1.2 Supplemental Appraisal Requirements

GLO shall provide supplemental requirements to Provider at the time of initial inquiry. The requirements will be specific to the needs of the agency along with the individual asset. These requirements may include, without limitation, leased fee valuations, value allocation, bulk value estimates, valuation including entitlements, and other hypothetical conditions or extraordinary assumptions.

2.2 **CONTRACT AND TERM**

The GLO intends to award one or more contract(s) for the services solicited herein. Any contract resulting from this Solicitation shall be effective as of contract execution and shall terminate on August 31, 2021. The GLO, at its own discretion, may renew any contract awarded pursuant to this Solicitation for up to two additional one-year terms, subject to terms and conditions mutually agreeable to both parties. The selected Provider(s) will be bound to the specific terms and conditions found in the *Sample Contract*, **Exhibit B**. These terms and conditions are subject to change prior to the execution of any contract that may result from this Solicitation.

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ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Issue Solicitation	July 3, 2018
Deadline for Submitting Questions	July 22, 2019 at 5:00 p.m. CDT
Anticipated Release Date of Answers to Accepted Questions	July 25, 2019
Deadline for Submission of Solicitation Responses	August 7, 2019 at 2:00 p.m. CDT
Evaluation Period	August 8, 2019 to August 14, 2019
Selection and Award Notice	August 15, 2019
Contract Development, Negotiation, and Execution	August 16, 2019 to August 31, 2019

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

3.2 INQUIRIES

3.2.1 Contact

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

Name	Shelia Kirk, CTPM
Address	1700 N. Congress Ave., Austin, Texas 78701
Phone	800.998.4456 or 512.463.5186
Email	Shelia.Kirk@GLO.Texas.Gov

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 ESBD at: <http://www.txsmartbuy.com/sp>. Responses shall be posted as an Addendum to the Solicitation. It is Respondent's responsibility to check the ESBD for updated responses.

3.2.4 Prohibited Communications

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

3.3 SOLICITATION RESPONSE COMPOSITION

3.3.1 General Requirements

Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities under this Solicitation. Respondent shall complete and submit one Statement of Qualifications, including all documents requested in the *Submission Checklist*, submitted as one Portable Document Format (.pdf) file.

Any terms and conditions attached to a Solicitation Response will not be considered unless specifically referred to in this Solicitation. Failure to meet these conditions may result in disqualification of the Solicitation Response, and Respondent shall receive no further consideration.

3.3.2 Solicitation Response Format

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

3.3.3 Page Limit and Supporting Documentation

Solicitation Responses shall not exceed 25 pages in length. **Exhibit A**; signed acknowledgments of addenda; references; résumés; HUB Subcontracting Plan; annual report; and the financial statement components worksheet are considered attachments and shall not be included in the 25-page limit. The Solicitation Response should be formatted using 12-point or larger font, except for charts, graphs, or other graphical representations of data.

3.4 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.4.1 Deadline

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

3.4.2 Labeling

Each file uploaded to Dropbox™ shall include Respondent's company name and the title of the document; for example: "Company X: SOQ: Part I."

3.4.3 Delivery

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

<https://www.dropbox.com/request/FCks0NxSgpdxiwRmhtmU>

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 Dropbox™.

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

Solicitation Responses shall be evaluated in accordance with Section 2254.003 of the Texas Government Code. The GLO shall make an award to the Respondent based on demonstrated competence and qualifications to perform the services. Solicitation Responses must not include any information regarding Respondent's fees, pricing, or other compensation; the GLO and Provider shall negotiate a fair and reasonable price for the services.

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 be licensed by the Texas Appraiser Licensing and Certification Board (“TALCB”) as a Certified General Appraiser and certified for the last five (5) years;

4.1.2.2 Respondent must not have been subject to any agreed orders or disciplinary actions by the TALCB within the last six years;

4.1.2.3 Respondent must have demonstrated experience providing professional appraisal services; and

4.1.2.4 Respondent must have at least five (5) years of experience appraising complex properties.

4.1.3 Selection Criteria

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

- 4.1.3.1 Relevant qualifications and past performance of Respondent and proposed staff, including references. The evaluation of this criterion shall also consider any data in the Texas Comptroller of Public Accounts Vendor Performance Tracking System, which is used to verify vendor performance on other State contracts. (60%);
- 4.1.3.2 Demonstrated competence in the performance of appraisal services on complex properties (30%); and
- 4.1.3.3 Overall responsiveness, clarity, and organization of the Solicitation Response (10%).

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

4.2 ORAL PRESENTATIONS

The GLO may, but is not required to, conduct oral interviews with some or all respondents for the purpose of obtaining the best value to the State of Texas. If oral interviews are conducted, the interviews will be evaluated and scored for a possible 20 points. The score received for the oral interview will be added to the score received from the evaluation of the Respondent's written submittal.

4.3 MULTIPLE AWARDS

It is the intent of the GLO to award multiple contracts under this Solicitation. Award notice(s) will be sent to the selected Respondent(s). Neither the GLO's issuance nor Respondent's receipt or acceptance of an award notice forms a contract between the GLO and the selected Respondent. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Chief Clerk of the GLO. Negotiations shall be confidential and not subject to disclosure to competing Respondents unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the GLO may negotiate a contract with the next highest scoring Respondent or may withdraw this Solicitation.

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

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ARTICLE V. REQUIRED RESPONDENT INFORMATION

5.1 RESPONDENT INFORMATION

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

5.1.1 Company Narrative

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

5.1.2 Company Profile

Provide a company profile to include:

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

“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 REFERENCES

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

Respondent must verify current contacts. Information provided shall include:

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

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

5.3 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, so indicate in the appropriate section of the Solicitation Response.

5.4 HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

It is the policy of the General Land Office to promote and encourage contracting and subcontracting opportunities for State of Texas certified Historically Underutilized Businesses (HUBs) in compliance with Texas Government Code, §2161.001-253 and TAC Rule §20.285.

Definitions for State of Texas HUB-certifiable businesses may be found under TAC Rule §20.282. The GLO encourages eligible Respondents to become State of Texas certified HUBs. State of Texas HUB applications may be found at:

<https://www.comptroller.texas.gov/purchasing/vendor/registration/>

The GLO evaluated potential subcontracting opportunities for this contract in accordance with Texas Government Code §2161.252 and determined that this contract does not contain any probable subcontracting opportunities. Therefore, GLO is not requiring Respondent to submit a HUB Subcontracting Plan (HSP) with the Solicitation Response.

5.5 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, so indicate in the appropriate section of the Solicitation Response.

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ARTICLE VI. TERMS, CONDITIONS AND EXCEPTIONS

6.1 GENERAL CONDITIONS

6.1.1 Amendment

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

6.1.2 Informalities and Irregularities in Solicitation Responses

The GLO reserves the right to, in its sole discretion, waive informalities and irregularities in any Solicitation Response.

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

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

6.1.5 Open Records

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

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

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

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

Pursuant to 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.

6.1.6 Contract Responsibility

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

6.1.7 Public Disclosure

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

6.1.8 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. The GLO may exercise any available legal or equitable remedy.

6.2 INSURANCE

6.2.1 Required Coverages

For the duration of each appraisal assignment under a contract resulting from this Solicitation, Provider shall acquire and maintain \$1 million combined single limit commercial auto liability insurance, with the GLO named an additional insured, with financially sound and reputable independent insurers, that conforms to the requirements of the contract. The required coverage must be with a company licensed to operate in the State of Texas, with an “A” rating from A.M. Best, and authorized to provide the corresponding coverage. Provider may not begin work on any assignment before it has submitted acceptable evidence of insurance to the GLO. Provider’s 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 may, at its sole discretion, consider reasonable alternative methods of insuring the contract in lieu of the insurance policies customarily required. Respondents may recommend to the GLO alternative methods of insuring the contract. Any alternatives Respondent proposes must be accompanied by a detailed explanation regarding Respondent’s inability to obtain the required insurance. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

6.3 PROTEST

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

6.4 CONTRACT TERMS AND SOLICITATION ACCEPTANCE

Exhibit B, *Sample Contract*, is the standard contract used by the GLO for appraisal services; please review the terms and conditions therein. The GLO reserves the right to

negotiate final contract terms with any selected Respondent. The terms and conditions in **Exhibit B** are subject to change prior to the execution of any contract that may result from this Solicitation.

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

6.5 VENDOR PERFORMANCE REPORTING

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

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

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

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ARTICLE VII. SUBMISSION CHECKLIST

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

Please present documents in the following order:

1. **Exhibit A**, Affirmations and Solicitation Acceptance
 - Corporate Resolution (if applicable)
 - Proof of Registration with Texas Secretary of State
 - W-9
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. References (Section 5.2)
8. Litigation History (Section 5.3)
If not applicable, please indicate in the SOQ.
9. Conflicts (Section 5.5)
If not applicable, please indicate in the SOQ.

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EXHIBIT A. AFFIRMATIONS AND SOLICITATION ACCEPTANCE

GENERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

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

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

performing service contracts.

9. Respondent shall retain in its records the Solicitation and its Solicitation Response and all documents related to this Solicitation or any contract resulting from this Solicitation. Unless a longer retention period is specified by applicable federal law or regulation, Respondent may destroy such records only after the seventh anniversary of the date: the contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Solicitation, Solicitation Response, contract, or related documents are resolved. Respondent acknowledges that the State has a right of access to information in Respondent's possession relating to State property and agrees to make such information reasonably available upon request of the GLO.
10. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract resulting from this Solicitation or indirectly through a subcontract under such contract. The acceptance of funds directly under such contract or indirectly through a subcontract under such contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through a contract and the requirement to cooperate is included in any subcontract it awards. Any contract resulting from this Solicitation may be amended unilaterally by the GLO to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
11. Respondent certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with any contract resulting from this Solicitation during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
12. The Respondent shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Respondent shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, disability, color, sex, religion, age, or national origin. Such action includes, but is not limited to: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Respondent shall post notices, setting forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Respondent shall include the above provisions in all subcontracts to any contract resulting from this Solicitation.
13. Respondent represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Solicitation Response to any competitor or any other person engaged in the same line of business as Respondent.
14. By signing this Solicitation Response, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a "Texas Bidder" as defined in Section 2155.444(c) of the Texas Government Code.
15. Respondent understands that the GLO does not tolerate any type of fraud. The GLO's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, GLO policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Respondents are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the GLO's Internal Audit Director at 512.463.8142 or DeQuincy.Adamson@glo.texas.gov.
16. Respondent certifies that it will comply with the federal Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Immigration Act of 1996 regarding employment, employment verification, and retention of verification forms of individuals who will prospectively perform work described in this proposal.
17. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Solicitation Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief 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 Work Place Act of 1988 (41 U.S.C. §§ 8101-8106).
19. The Respondent represents that payment to the Respondent and the Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.
20. If the Solicitation is for completion of a "project" (as defined by Texas Government Code §2252.201) in which iron or steel products will be used, Respondent agrees any iron or steel product produced through a "manufacturing process" (as defined by Texas Government Code §2252.201) and used in the project shall be produced in the United States.
21. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to Respondent and any contract awarded to Respondent pursuant to this Solicitation, then Respondent verifies it does not boycott Israel and will not boycott Israel during the term of any contract awarded to Respondent pursuant to this Solicitation.
22. If Respondent is submitting a Solicitation Response for the purchase or lease of computer equipment, then Respondent certifies it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code, Chapter 328.
23. Upon the GLO's request, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.
24. If the Solicitation is for consulting services, as defined in Texas Government Code Chapter 2254, in accordance with Section 2254.033 of the Texas Government Code, Respondent certifies it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the submission of the Solicitation Response or, in the alternative, Respondent has disclosed in its Solicitation Response the following: (i) the nature of the previous employment with the GLO or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
25. Respondent must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under any contract resulting from this Solicitation.
26. Any contract resulting from this Solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Respondent understands that all obligations of the GLO under a contract resulting from this Solicitation are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate such contract. Any contract resulting from this Solicitation shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
27. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
28. If any contract resulting from this Solicitation will be for professional or consulting services, as defined in Texas Government Code Chapter 2254, Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract.
29. Any contract resulting from this Solicitation shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
30. Respondent has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of any contract resulting from this Solicitation.
31. The GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as

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

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

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

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

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

YES _____ NO _____

SIGNATURE PAGE FOLLOWS

RESPECTFULLY SUBMITTED:

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

Date

Printed Name and Title of Signatory

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

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

Telephone

Email

Address

City/State/Zip

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

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

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

EXHIBIT B: SAMPLE CONTRACT



APPRAISAL SERVICES CONTRACT GLO CONTRACT No. 19-188-001

The **GENERAL LAND OFFICE** (the “GLO”) and ***, Tax Identification Number *** (“Provider”), each a “Party” and collectively “the Parties,” enter into this Contract No. *** for professional appraisal services (the “Contract”), pursuant to the Professional Services Procurement Act, Texas Government Code Chapter 2254.

NOW, THEREFORE, the Parties hereby agree as follows:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“[Administrative and Audit Regulations](#)” means the statutes and regulations included in Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of **Article VII** herein. State agencies with the necessary legal authority to audit and inspect Provider pursuant to the Administrative and Audit Regulations include the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Comptroller of Public Accounts, and the Texas Attorney General’s Office.

“[Appraisal Assignment](#)” means the assignment of a Project for one or more defined pieces of real property.

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

“[Contract](#)” means this entire document, along with any Attachments, both physical and incorporated by reference.

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

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

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

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in Attachment A, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

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

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Project” means the professional appraisal services described in **SECTION 1.03** of this Contract.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

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

“Solicitation” means the GLO’s Request for Qualifications (“RFQ”) No. RFQ_X0017403-SK, incorporated herein by reference for all purposes in its entirety, including any attachments or Addenda.

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

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

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

“USPAP” means the Uniform Standards of Professional Appraisal Practice.

“Work” means all services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

“Work Order” means an individually negotiated document authorizing Work under this Contract, if any. A sample Work Order is attached hereto and incorporated herein in its entirety for all purposes as **Attachment C**.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms apply to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, references to contracts include subsequent amendments and other modifications thereto, to the extent such amendments and modifications are not prohibited by the terms of this Contract, and a reference to a statute or regulation includes statutory or regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (f) All Attachments to this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (g) This Contract may use several limitations, regulations, or policies to regulate the same or similar matters. Each such limitation, regulation, and policy is cumulative and shall be performed in accordance with its terms;
- (h) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it;
- (i) Time is of the essence in this Contract.
- (j) In the event of conflicts or inconsistencies between this contract and its attachments or any Notice to Proceed, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C; the Notice to Proceed; the Solicitation; and the Solicitation Response.

1.03 PROJECT

Provider shall perform professional appraisal services and related ancillary services in conformance with the USPAP. Provider shall perform the Project in accordance with this Contract, all Attachments, the Solicitation, the Solicitation Response, and any Work Order issued pursuant to this Contract.

1.04 APPRAISAL ASSIGNMENTS

- (a) The GLO may request from Provider a proposal to complete a Project. Provider's proposal must include pricing. If selected to perform the Project, Provider must fulfill all requirements of the Appraisal Assignment within time frame specified in the Work Order of the "Assigned to Field" date on the Appraisal / Inspection Report.
- (b) If the GLO selects Provider to perform an Appraisal Assignment, the GLO shall issue to Provider a Work Order ("WO"), a sample of which is attached hereto as Attachment C. The GLO may issue multiple Appraisal Assignments during the term of this Contract, all of which shall be in writing. Each WO shall list: Tasks and Deliverables to be completed by Provider; Deliverable due dates; Provider's Fee; and any other information or special conditions necessary for completion of the Project.
- (c) The GLO does not guarantee or represent that it will issue Appraisal Assignments to Provider. 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.

1.05 WORK ORDERS

- (a) Upon identification of individual projects by the GLO, proposals to complete the work specified will be requested and submittals must include pricing and a project plan. If selected to perform the services, Provider must fulfill all requirements contained in **Section 8.01** below, including provision of and certificates of insurance, prior to commencing work.
- (b) If Provider is selected to carry out an individual Project, a Work Order shall be issued. Multiple Work Orders may be issued during the term of this Contract, all of which shall be in writing and signed by the Parties. Each Work Order shall include: a scope of services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and such other information or special conditions as may be necessary for the work assigned. 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) Nothing in this Contract expresses or guarantees that the GLO will issue Work Orders to Provider for any of the tasks set forth in **SECTION 1.03** above. All work requested under this Contract will be required on an irregular and as needed basis

throughout the Contract term, and the GLO makes no guarantee of volume or usage under this Contract.

1.06 REPORTING REQUIREMENTS

Appraisals must be reported in a summary narrative format, in accordance with USPAP Standard 2 and shall include, without limitation, a detailed highest and best use analysis, comparable sales profiles, and a sketch or sketches of the subject property. All appraisal reports shall contain a GPS reading indicating the latitude and longitude of the midpoint of the property's road frontage. Properties that are flag-shaped will require additional GPS readings at the main body of the tract.

Provider shall electronically deliver the final completed appraisal report and invoice to Mark McAnally at mark.mcanally@glo.texas.gov, Buster Renfrow at buster.renfrow@glo.texas.gov, and Elisa Macias at elisa.macias@glo.texas.gov on or before 45 days from the date the contract is executed by both parties.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date executed by the last party and shall terminate on ***. The GLO, at its own discretion, may extend this Contract upon mutual written consent of the Parties.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any related subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of the termination notice.

2.03 ABANDONMENT OR DEFAULT

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

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated, per Work Order, in accordance with the fee schedule, as provided by Provider's Proposal, attached as **Attachment B**.

The GLO shall not reimburse Provider for travel expenses of any kind without prior written approval of the GLO. Travel expenses shall not exceed the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct¹ expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the GLO; and (c) performing services not originally contemplated in the Scope of Services. The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate and Provider must obtain prior approval from the GLO Project Manager using the GLO Travel Office approved form.

Invoices must:

- (a) be submitted to vendorinvoices@glo.texas.gov; and
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display the related GLO Contract Number and Appraisal Assignment Number (Work Order)**.

The Prompt Pay Act generally applies to payments to Provider. **HOWEVER, THE PROMPT PAY ACT DOES NOT APPLY IF PROVIDER DOES NOT SEND INVOICES TO VENDORINVOICES@GLO.TEXAS.GOV AND IN ACCORDANCE WITH THE APPRAISAL ASSIGNMENT**. If Provider does not submit invoices in strict accordance with the instructions in this section and the Notice To Proceed, payment of invoices may be significantly delayed. Provider agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider's failure to submit invoices in strict accordance with the instructions in this section.

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

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

- a) Provider warrants that it will perform all Work under this Contract consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- b) Provider warrants that all Deliverables it completes under this Contract shall: meet or exceed the standards of Provider's trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- c) If Provider delivers defective or damaged Deliverables, fails to complete Deliverables timely, or fails to perform satisfactorily under this Contract or any Work Order, the GLO may require Provider, at its sole expense, to: (a) repair or replace defective or damaged Deliverables; (b) refund payment for defective or damaged Deliverables and accept the return of such Deliverables; and/or (c) take necessary action to ensure that future performance and Deliverables conform to the Contract and applicable Work Order.

4.02 GENERAL AFFIRMATIONS

To the extent they apply, Provider certifies it has reviewed the General Affirmations in **Attachment A**, and that Provider is in compliance with all the requirements contained therein.

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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 and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount due and owing Provider or the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

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

6.01. OWNERSHIP AND INTELLECTUAL PROPERTY

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

6.02 COPYRIGHT

- (a) All expressive content subject to copyright protection, including without limitation all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Provider pursuant to this Contract (individually, a “Work,” and collectively the “Works”), will be made the exclusive property of the GLO. Provider acknowledges that each Work is a “work made for hire” under the United States Copyright Act of 1976. All rights in and to each Work, including the copyright to the Work, shall be and remain the sole and exclusive property of the GLO.
- (b) If, for any reason, any Work or any portion of a Work is not a work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all right, title and interest in and to the Works or such portion of any Work, including without limitation the entire and exclusive copyright in the Works and all rights associated with the copyright, including but not limited to reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the Works in all formats and media now known or developed in the future.
- (c) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights granted to the GLO defined herein without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.03 THIRD-PARTY RELIANCE

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

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VII. RECORDS, AUDIT, PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE

7.01 BOOKS AND RECORDS

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

7.02 INSPECTION AND AUDIT

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

7.03 PERIOD OF RETENTION

Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by applicable federal law or regulation, the Parties may destroy the Contract and related documents 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 Contract or related documents are resolved.

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO shall keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or

designated “confidential” (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any press releases concerning the Projects performed under this Contract without the prior written consent of the GLO.

7.05 PUBLIC RECORDS

The GLO may post this Contract and the Solicitation Response on its website. Information related to his Contract and its performance may be subject to the Public Information Act and will be withheld or disclosed in accordance therewith. Provider shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. Provider shall make any information required under the Public Information Act available to the GLO in portable document file (“.pdf”) format or any other format agreed between the parties. By failing to mark as “confidential” or a “trade secret” any information Provider believes to be excepted from public disclosure, Provider waives all claims it may make against the GLO for releasing such information without prior notice to Provider. Provider shall notify the GLO’s Office of General Counsel within twenty-four hours of Provider’s receipt of any third party written requests for information, and forward a copy of said written requests to PIALegal@glo.texas.gov.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment B** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract if requested, including a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the GLO the nature and extent of coverage granted by each such policy. If the GLO determines Provider’s insurance does not comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Provider must produce renewal certificates for each type of coverage.

8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

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

8.03 LEGAL OBLIGATIONS

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

required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider shall pay any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from any acts or omissions of Provider or its officers, agents, employees, representatives, suppliers, contractors, subcontractors, assignees, designees, order fulfillers, or suppliers of contractors or subcontractors in the execution or performance of the Contract and any Work Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with Provider in any suit. Provider may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.

8.05 INFRINGEMENT

- a) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any Work Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO or another Texas state agency is a named co-defendant with Provider in any suit. Provider may not agree to settle any such lawsuit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.
- b) Provider shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Provider's written approval, (iii) any modifications made to the product by the Provider pursuant to Customer's specific instructions, or (iv) any use of

the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

- c) If Provider becomes aware of an actual or potential claim, or the GLO provides Provider with notice of an actual or potential claim, Provider shall, at Provider's sole expense: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

8.06 ASSIGNMENT AND SUBCONTRACTS

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

8.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs) / MENTOR PROTÉGÉ

In accordance with state law, it is the GLO's policy to assist HUBs whenever possible to participate in providing goods and services to the agency. The GLO encourages its contractors to adhere to this same philosophy in selecting subcontractors to assist in fulfilling their obligations with the GLO. In addition to information required by this Contract, Provider shall provide the GLO with details of any participation by a HUB in fulfilling Provider's duties and obligations arising hereunder. The GLO encourages its contractors to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program.

8.08 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract. Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Provider or any other party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any

other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

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

8.10 NOTICES

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

GLO

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

Provider

Vendor
Address
City, State Zip
Attention:

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.11 GOVERNING LAW, VENUE, SOVEREIGN IMMUNITY

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

8.12 SEVERABILITY

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

8.13 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a “Force Majeure”), then, while so prevented, the affected party’s obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.14 DISPUTE RESOLUTION

Provider shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitute grounds for Provider to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it.

8.15 ENTIRE CONTRACT AND MODIFICATION

This Contract, its attachment(s), and any 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 that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract. This Contract may only be amended in a writing executed by authorized representatives of the Parties.

8.16 COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void.

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

8.18 PREFERENCE FOR TEXAS PRODUCTS AND MATERIALS

Provider, in performing its obligations under the Contract, shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside this state.

8.19 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; interpretation; warranties; affirmations; prohibition on debts created on behalf of the State of Texas and/or the GLO; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership; intellectual property; third-party reliance; books and records; inspection and audit; records retention period; 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; indemnity; 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; and amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR
GLO CONTRACT No. 19-188-001**

GENERAL LAND OFFICE

VENDOR

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

Name: _____
Title: _____

Date of execution: _____

Date of execution: _____

OGC_____

DIV_____

DD_____

SDD_____

DGC_____

GC_____

ATTACHMENTS TO THIS CONTRACT:

ATTACHMENT A – GENERAL AFFIRMATIONS

ATTACHMENT B – REQUIRED INSURANCE AND FORM

ATTACHMENT C – SAMPLE NOTICE TO PROCEED

ATTACHMENTS FOLLOW

General Affirmations

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

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

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
- e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
- f. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to Provider and this Contract, then Provider verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. Provider certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

Contract No. *****

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Required form of Insurance

CONTACT
NAME:
PHONE
(A/C, No. Ext):
E-MAIL
ADDRESS:
FAX
(A/C, No.):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/CD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						
COMMERCIAL GENERAL LIABILITY						
CLAIMS-MADE <input type="checkbox"/> OCCUR						
GEN'L AGGREGATE LIMIT APPLIES PER:						
POLICY		PRO- JECT	LOC			
AUTOMOBILE LIABILITY						
ANY AUTO						
ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						
HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
UMBRELLA LIAB <input type="checkbox"/> OCCUR						
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
DED	RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						
If yes, describe under DESCRIPTION OF OPERATIONS below						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**GLO WORK ORDER
GLO CONTRACT NO. 19-188-001
APPRAISAL ASSIGNMENT NO.**

VIA Email to:

ATTENTION: CONTRACT SIGNATORY OR ASSIGNED VENDOR PROJECT MANAGER

Upon receipt of this Notice, Appraisal Advantage (“Provider”), is authorized to begin performing the services described in GLO Contract No. XXX and Appraisal Assignment No. on or after .

TASK AND DELIVERABLES

Each appraisal authorized pursuant to this Work Order is described on the Appraisal/Inspection Request (“AIR”), survey plat, and contract for purchase, attached hereto and incorporated herein for all purposes. Provider shall perform professional appraisal services in the estimation of the current market value of approximately [ACREAGE] acres of land located [LOCATION].

Provider may commence work on the Project on or after [DATE WORK CAN BEGIN] and shall complete the Project, including delivery of all completed reports and invoices, on or before [Due Date of Deliverables] (the “Performance Period”). Provider shall deliver completed reports and invoices via electronic mail to [GLO PM] and vendorinvoices@glo.texas.gov. All invoices, reimbursement documents, and deliverables must display Appraisal Assignment No. xxxx and Contract No. xx-xxx-xxx.

TERMINATION AND AMENDMENT

The GLO may terminate, halt, or defer all or any portion of the work authorized pursuant to this Work Order at any time during the Performance Period. If such an event occurs, Provider must follow all directions included in the GLO’s Work Order to terminate, halt, or defer the work.

Extensions of Performance Period may only be approved by the GLO in writing and shall be coordinated with the GLO’s Project Manager, [NAME OF PROJECT MANAGER FOR GLO], who may be reached at (512) xxx-xxxx.

COMPENSATION

The total compensation due to Provider for services performed pursuant to the Appraisal Assignment associated with this Work Order shall not exceed \$ [Fee for Appraisal].

Signed: _____

*** Project Manager’s Name and title
Appraisal Services
Texas General Land Office

Signed: _____

Vendor Signatory
Vendor