



TEXAS GENERAL LAND OFFICE

INVITATION FOR BIDS NO. 5387-SJ

Quickbase License

Class 208 / Item 10

Release Date: April 14, 2025

Deadline for Submission: May 6, 2025 at 2:00 p.m. CT

Solicitation Point of Contact: Stefanie Jackson, CTCM, CTCD
Stefanie.Jackson@GLO.Texas.Gov

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



TEXAS GENERAL LAND OFFICE
INVITATION FOR BIDS
SIGNATURE PAGE

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID.

CHECK BELOW TO CLAIM A PREFERENCE UNDER TITLE 34 TAC §20.306.

In case of tie bids, one or more preferences described in Title 34 TAC § 20.306 and listed below will be used to make an award. Tie bids which cannot be resolved by application of one or more preferences shall be made by drawing lots.

- 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

Late bids will NOT be considered under any circumstances. Award will be posted on <https://www.txsmartbuy.gov/esbd>. Bidder must sign bid – the laws of the State of Texas must prevail on all bids. By signing this signature page, Bidder certifies that if a Texas address is shown as the address of the Bidder, Bidder qualifies as a Texas Bidder, as defined in Texas Government Code, § 2155.444.

Please enter your Federal Employer's Identification Number/Taxpayer Identification Number (TIN). Please attach a signed copy of IRS form W-9, Request for Taxpayer Identification Number and Certification.

TIN: _____

Phone: (____) - _____

Business Name: _____

Email Address: _____

Address: _____

HUB Certified? [] Yes [] No

City-State-Zip: _____

HUB #: _____

Signature: _____

Print Name: _____

AWARD NOTICE: The State reserves the right to accept or reject all or any part of a bid and waive minor technicalities. The State will award the contract to best serve the interests of the State.

GLO Purchasing Contact:
Stefanie Jackson, CTCM, CTCD
Stefanie.Jackson@glo.texas.gov

IFB No.: 5387-SJ
IFB Deadline May 6, 2025 at 2:00 P.M. CT
Upload Bids to Box™ : [Upload Bids Here!](#)

NOTE: THIS FORM MUST BE COMPLETED & RETURNED WITH THE BID.

ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Texas General Land Office (“GLO” or “Agency”), on behalf of the GLO’s Community Development and Revitalization (“CDR”) division, issues this Invitation for Bids (“IFB”) soliciting bids for qualified vendors for Quickbase licenses as specified in Article II, Specifications. QuickBase is used by CDR to maintain and manage grant finances.

These specifications are being advertised under Section 2155.067 of the Texas Government Code. Only bids on items conforming exactly to these specifications, which include proposing only the brand name(s), make and model numbers(s) specified, will be considered in determining an award.

Basis of Payment. The basis of payment and reimbursement of costs is set forth in **Exhibit A** (Price Schedule). Acceptance by GLO of deliverables specified in the Contract is a condition of payment.

No Guarantee of Volume or Usage. The GLO does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this IFB.

1.2 DEFINITIONS

“Addendum” means a written clarification or revision to the IFB issued by the GLO. Bidders must acknowledge receipt of any addenda in the submission of their Bid.

“Bid” means the response submitted by a Bidder to the GLO in response to this solicitation.

“Bidder” means any person or vendor who submits a bid in response to this solicitation.

“Contract” means the Purchase Order (“PO”) awarded as a result of this IFB and all exhibits thereto. This IFB, any Addenda issued in conjunction with this IFB, the successful Bidder’s bid, and the subsequent submission by that Bidder, shall all fully be incorporated into the Contract as exhibits.

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

“DIR” means Department of Information Resources

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

“GLO” means the Texas General Land Office.

“HUB” mean Historically Underutilized Business.

“IFB” means Invitation for Bids.

“Solicitation” means this IFB.

“TAC” means the Texas Administrative Code.

1.3 AUTHORITY

The GLO is posting this solicitation pursuant to the applicable provisions of Texas Government Code Chapter 2157, and 1 TAC Chapter 212, in conjunction with the procurement requirements stated at 2 C.F.R. Part 200. DIR has approved the exemption request associated with this purchase pursuant to 1 TAC §212.20

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ARTICLE II. SPECIFICATIONS

2.1 ITEM SPECIFICATIONS

Item Description	Quantity
Quickbase License: Reads - Business-Usage To Include: unlimited Users, unlimited Applications, 5GB Application Space, 200GB Attachment Space, and 1-year Audit Data Retention, and ALM Sandbox	1,000,000

2.2 CONTRACT TERM

Any Contract resulting from this Solicitation shall be effective as of the date executed by the last party and shall terminate on August 31, 2030, or upon receipt and acceptance of the final deliverable by the GLO, whichever occurs first. The GLO, at its own discretion, may extend the Contract term, subject to terms and conditions mutually agreeable to both parties.

2.3 PERFORMANCE TRACKING

The GLO will monitor the performance of the Contract issued under this IFB. All goods and services under the Contract must be provided in a manner consistent with this IFB and the Contract. All deliverables must be submitted in accordance with the timeline agreed upon at contract execution.

2.4 SUBCONTRACTING (IF APPLICABLE)

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Bidder. No subcontract relieves Bidder of responsibility for ensuring the requested goods and services are provided. Bidders planning to subcontract any of the work to be performed shall identify all proposed subcontractors, HUB and non-HUB, in the HUB Subcontracting Plan.

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Issue Solicitation	April 14, 2025
Deadline for Submitting Questions	April 22, 2025 at 5:00 p.m. CT
Anticipated Release Date of Answers to Questions	April 29, 2025
Deadline for Submission of Bids	May 6, 2025 at 2:00 p.m. CT
Expected Notice of Award /Issuance of PO	May 15, 2025

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 Bids upon notice posted on the Electronic State Business Daily (“ESBD”) website at: <https://www.txsmartbuy.gov/esbd>. Please search under Agency Code 305 (General Land Office and Veterans Land Board). Any modification of dates after the deadline for submission of Bids will not be posted.

3.2 INQUIRIES

3.2.1 Contact

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

Name: Stefanie Jackson, CTCM, CTCD
Address: 1700 N. Congress Ave., Austin, Texas 78701
Phone: 800-998-4456 or 512-476-5480
Email: Stefanie.Jackson@glo.texas.gov

3.2.2 Clarification

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

- 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: <https://www.txsmartbuy.gov/esbd>. Responses shall be posted as an Addendum to the Solicitation. It is Bidder'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 Bidder or its 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 Bidder. Bidder 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 BID COMPOSITION

3.3.1 General Requirements

Bidder shall complete and upload all documents requested in Article V, *Submission Checklist*, as one Portable Document Format (.pdf) file to the Box™ URL specified in **Section 3.4.3**. Bidder shall prepare a clear and concise Bid that focuses on the instructions and requirements of the Solicitation.

Any terms and conditions attached to a Bid will not be considered unless specifically referred to in this solicitation and may result in disqualification.

3.3.2 Costs

The GLO will not reimburse Bidder for any cost incurred in preparation or submission of its bid. Bidder is responsible for any expense related to the preparation and submission of its bid.

3.4 BID SUBMISSION AND DELIVERY

3.4.1 Deadline

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

3.4.2 Labeling

Each file uploaded to Box™ shall include Bidder's company name and the title of the document; for example: "Company X: Bid."

3.4.3 Delivery

Bidders must upload Bids to the following Box™ URL:

[Upload Bids Here!](#)

The GLO shall not accept Bids submitted by any other means. Please contact the Point-of-contact listed in **Section 3.2.1** above for assistance with Box™.

3.4.4 Alterations, Modifications, and Withdrawals

Bids 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 Bids. The GLO may request proof of authorization before accepting modifications, alterations, or withdrawal requests.

3.5 HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

3.5.1 Introduction

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 34 TAC §20.285.

Definitions for State of Texas HUB-certifiable businesses may be found under 34 TAC §20.282. The GLO encourages eligible Respondents to become State of Texas certified HUBs. State of Texas HUB applications may be found at:

<https://texashub.gob2g.com>

An evaluation of potential subcontracting opportunities was conducted for this contract in accordance with Texas Government Code §2161.252, and it was determined that this contract does not contain any probable subcontracting opportunities. **Therefore, GLO is not requiring a HUB Subcontracting Plan (HSP) to be submitted with responses to this solicitation.**

3.6 VENDOR PERFORMANCE REPORTING

The GLO is required by 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.” Reports will be graded on the A-F scale as now required by statute. A Bidder’s past performance shall be measured in the VPTS by a letter grade that combines any historic ratings with ratings using the new letter grade system in the method described in 34 TAC §20.115.

The GLO is required to consider past performance when determining contract award as part of the “Best Value” standard, in compliance with applicable provisions of Texas Government Code, §2155.074, §2155.075, §2155.149, 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 Bidder.

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ARTICLE IV. TERMS AND CONDITIONS

Any purchase order awarded as a result of this IFB will contain the general terms and conditions attached hereto as Exhibit B (the "PO Terms"). The PO Terms and the terms and conditions listed below in this section apply to and become part of all bids submitted in response this IFB and all goods and services delivered pursuant to this IFB. If the PO Terms conflict with the terms and conditions listed below, the PO Terms shall take precedence. Subcontractors must also comply with the PO Terms and the terms and conditions listed below.

1. BIDDING REQUIREMENTS:

- 1.1 Bidders must comply with all applicable rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bids shall be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.3 Bids must be time stamped as described in the IFB on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quotes are FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices must be firm for GLO acceptance for 120 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bidder shall enter its Federal Employer's Identification Number/Taxpayer Identification Number (TIN), full firm name, and address on the form. Enter this information in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right-hand corner.
- 1.8 Bids cannot be altered or amended after opening time. Alterations made before opening time must be initialed by bidder or its authorized agent. No bid can be withdrawn after opening time without a written request and justification approved by the GLO.
- 1.9 Purchases made for State use are exempt from State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.

2. AWARD NOTICE:

- 2.1 The State reserves the right to make an award on the basis of low line-item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 2.2 Consistent and continued tie bidding could cause rejection of bids by the GLO and/or investigation for antitrust violations.
- 2.3 The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Contact Stefanie Jackson at Stefanie.Jackson@glo.texas.gov for bid receipt confirmation.
- 2.4 Inquiries pertaining to this IFB must include the bid number, class/item codes, and opening date.

3. SPECIFICATION:

- 3.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Section 2155.067 of the Texas Government Code. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered must be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brands names, numbers, and other information the GLO requests.
- 3.2 Unless otherwise specified, items shall be new and unused and of current production.
- 3.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 3.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name, address, and bid number. Do not enclose in or attach bid to sample.
- 3.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 3.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

4. TIE BIDS:

- 4.1 Awards will be made in accordance with regulations adopted by the Texas Comptroller of Public Accounts.

5. DELIVERY:

- 5.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. The GLO may reject a bid if it determines contains an unrealistic delivery time.
- 5.2 If delay is foreseen, bidder shall give written notice to the GLO. Bidder must keep the GLO advised at all times of status of order.

5.3 Default in promised delivery (without prior acceptance by the GLO) or failure to meet specifications authorizes the GLO to purchase the goods or services described in this IFB elsewhere and charge any increased costs for the goods or services, including the cost of re-bidding, to the bidder.

5.4 No substitutions are permitted without written approval of GLO.

5.5 Delivery shall be made during normal working hours only, unless prior approval has been obtained from the GLO.

6. INSPECTION AND TESTS:

All goods may be subject to inspection and test by the State. Authorized GLO personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. Bidder shall bear all costs of testing if products tested fail to meet or exceed all specifications. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

7. AWARD OF CONTRACT:

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Sections 2155.074, 2155.144, 2155.441, 2156.010, 2156.007, and 2157.003 of the Texas Government Code shall also be considered in making an award when specified. Any legal actions must be filed in a court of competent jurisdiction in Travis County, Texas in accordance with Section 24 of this Article VI.

8. PAYMENT:

Before authorizing payment to Bidder, the GLO shall evaluate Bidder's performance using the performance standards set forth in the Contract. Bidder shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Bidder's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Bidder acknowledges and agrees that payments due under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature and the contract is subject to termination in whole or in part, without penalty to the GLO, if such funds are not appropriated. ALL Bidder invoices shall: 1) be submitted via email to DR.Billing@GLO.TEXAS.GOV; 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display the Purchase Order number. Payment may be delayed if Bidder does not submit invoices in strict accordance with the instructions in this section. The GLO shall not pay interest, fees, or other penalties for late payments resulting from Bidder's failure to submit invoices in strict accordance with the instructions in this section.

9. PATENTS, TRADEMARKS, OR COPYRIGHTS:

The bidder agrees to defend, indemnify, and hold harmless the GLO and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the GLO's or the State's use of any good or service provided by the bidder as a result of this IFB.

10. BIDDER ASSIGNMENTS:

Bidder hereby assigns to the GLO any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, including Texas Business and Commerce Code Chapter 15. Bidder shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment in violation of this provision is void and without effect.

11. BIDDER AFFIRMATIONS:

Bidder represents and warrants that all statements and information prepared and submitted in its bid are current, complete, true, and accurate. Submitting a bid with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the bid and any resulting contract, and the bidder shall be removed from all bid lists. By signing their bid, the bidder certifies that:

11.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

11.2 Bidder represents and warrants that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

11.3 Pursuant to Section 231.006(d) of the Texas Family Code, regarding delinquent child support obligors, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Bidder must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid who is more than 30 days delinquent in paying child support. This information must be provided prior to award. Enter the Name and Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

11.4 Under Section 2155.004(b) of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

11.5 As required by Section 2252.903 of the Texas Government Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency, including but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by Comptroller of Public Accounts (CPA) under Sections 403.055, 403.0551, and 2252.903 of the Texas Government Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

11.6 Pursuant to Section 669.003 of the Texas Government Code, neither the GLO may not enter into a contract with a person who employs a current or former executive head of the GLO until four years have passed since that person was the executive head of the GLO. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the GLO in the past four years. If bidder does employ a person who was the executive head of the GLO, provide the following information:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

11.7 In accordance with Section 2155.4441 of the Texas Government Code, bidder agrees that during the performance of a contract for services, it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

11.8 Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder 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/portal/public/SAM>

11.9 Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from awarding contracts to any 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 Government Code, occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

11.10 Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by Sections 556.005 or 556.008 of the Texas Government Code, relating to the prohibition of using state funds for lobbying activities.

11.11 Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to GLO under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.

11.12 If bidder is submitting a bid for the purchase or lease of computer equipment, then bidder 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 30 Tex. Admin. Code 328.

11.13 Bidder represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Chapter 552, Subchapter J of the Texas Government Code, may apply to the Contract and the bidder agrees that the Contract can be terminated if the bidder knowingly or intentionally fails to comply with a requirement of that subchapter.

11.14 Upon request of the GLO, bidder shall provide descriptions of its business continuity and disaster recovery plans.

11.15 Under Section 2155.0061 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

11.16 If bidder is submitting a bid for the purchase or lease of covered television equipment, then bidder certifies that it is compliant with Chapter 361, Subchapter Z of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

11.17 Bidder certifies that if a Texas address is shown as the address of the bidder on its bid, bidder qualifies as a Texas Bidder, as defined in Section 2155.444(c) of the Texas Government Code.

12. NOTE TO BIDDER:

If bidder takes any exceptions to any provision of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a "blanket exception" to the entire IFB. If any bidder takes a "blanket exception" to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration. Any terms and conditions bidder attaches to its bid will not be considered unless specifically referred to in the bid. The GLO reserves the right to accept or reject any term or condition bidder attaches to its bid.

13. PROTEST PROCEDURES:

Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in CPA's rules at 34 TAC §§20.531-538.

14. DISPUTE RESOLUTION:

Except as otherwise provided by statute, rule, or regulation, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.

NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

15. NON-APPROPRIATION OF FUNDS:

Any contract resulting from this IFB is subject to termination or cancellation, without penalty to GLO, either in whole or in part, subject to the availability of state funds. The GLO is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If GLO becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render GLO's or bidder's delivery or performance under the contract impossible or unnecessary, the GLO may terminate the contract without penalty. In the event of a termination or cancellation under this Section, GLO will not be liable to bidder for any damages, which are caused or associated with such termination or cancellation and GLO will not be required to give prior notice.

16. TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provisions of this IFB to the contrary, bidder understands that GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by the courts and Attorney General of the State of Texas. Information, documentation, and other material related to 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, bidder must make any information created or exchanged with the State or the GLO pursuant to this IFB or 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. Within three (3) days of receipt, bidder will refer to GLO any third-party requests received directly by bidder, for information to which bidder has access as result of or in the course of performance under any contract resulting from this IFB. Any part of the Bid that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

17. CONFLICT OF INTEREST:

Under Section 2155.003 of the Texas Government Code, a GLO employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established the State of Texas Procurement and Contract Management Guide which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of GLO. Bidder has disclosed in writing to the GLO all existing or potential conflicts of interest related to its bid and the performance of the contract.

18. FORCE MAJEURE:

Neither bidder nor GLO shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

19. INDEPENDENT CONTRACTOR:

Bidder is and shall remain an independent contractor in relationship to the GLO. The GLO shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the GLO for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

20. INDEMNIFICATION: Bidder shall indemnify, defend, and hold harmless the General Land Office, Veterans Land Board, 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 the contract 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 contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and contract may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.

21. INFRINGEMENTS:

a) BIDDER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS AND GLO, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF BIDDER PURSUANT TO THIS CONTRACT. BIDDER AND THE GLO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. BIDDER SHALL BE LIABLE TO PAY ALL

COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY BIDDER WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND BIDDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) BIDDER 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 BIDDER'S WRITTEN APPROVAL, (III) ANY MODIFICATION MADE TO THE PRODUCT BY THE BIDDER PURSUANT TO GLO'S SPECIFIC INSTRUCTIONS (IV) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO GLO, OR (V) ANY USE OF THE PRODUCT OR SERVICE BY GLO THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT.

c) IF BIDDER BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR GLO PROVIDES BIDDER WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, BIDDER MAY (OR IN THE CASE OF AN INJUNCTION AGAINST GLO, SHALL), AT BIDDER'S SOLE OPTION AND 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 FUNCTIONALLY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT GLO'S USE IS NON-INFRINGING.

22. RIGHT TO AUDIT:

In addition to and without limitation on the other audit provisions of this IFB, pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this 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, the bidder or other entity that is 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. This IFB or any contract resulting from this IFB may be amended unilaterally by 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. Bidder will ensure that this clause concerning the authority to audit funds received by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

23. FRAUD:

Bidder 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. Bidders are expected to report any possible fraudulent or dishonest acts, waste, or abuse as prescribed on the GLO's website, <http://glo.texas.gov>.

24. APPLICABLE LAW AND VENUE:

Bidder agrees that the Contract in all respects will be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. Bidder also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning the GLO under this Contract is in Travis County, Texas, and that any such legal action or suit shall be brought in a court of competent jurisdiction in Travis County, Texas. NOTHING IN THIS IFB SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.

25. FUNDING OUT CLAUSE:

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendments of the General Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, provisions of the Termination Article shall apply.

26. DRUG-FREE WORKPLACE:

Bidder must comply with the applicable provisions of the Drug-Free Work Place Act of 1988.

27. ORDER OF PRECEDENCE:

In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract (or Notice of Award), Attachments to the Contract (or Notice of Award), GLO Purchase Order, Invitation for Bids, and Bidder's Response to Invitation for Bids.

28. BOYCOTT OF ISRAEL PROHIBITION:

To the extent Chapter 2271 of the Texas Government Code applies to Bidder and the Contract, Bidder represents and warrants that it does not boycott Israel and will not boycott Israel during the term of the Contract.

29. PROHIBITED BUSINESS ENGAGEMENTS:

By submitting a bid, Bidder 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.

30. IRON AND STEEL PRODUCTS:

If the Solicitation is for completion of a "project" (as defined by Section 2252.201 of the Texas Government Code) in which iron or steel products will be used, Bidder agrees any iron or steel product produced through a "manufacturing process" (as defined by Section 2252.201 of the Texas Government Code) and used in the project shall be produced in the United States.

31. AMENDMENTS:

31.1 The Contract may be amended only upon written agreement between GLO and Awarded Bidder; however, any amendment of this Purchase Order that conflicts with the laws of the State of Texas shall be void ab initio.

31.2 The Contract contains the entire agreement between GLO and the Awarded Bidder and supersedes any prior understanding or oral or written agreements on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by both parties. The provisions of a GLO prepared purchase order resulting from this IFB shall take precedence over conflicting provisions of this IFB. The terms of this IFB and any GLO purchase order resulting from this IFB shall take precedence over conflicting provision in any document prepared by the Awarded Bidder, including without limitation, any order form, contract, service agreement, manifest, or receipt.

32. SEVERABILITY:

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable by a court of competent jurisdiction, then 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.

33. NO LIABILITY UPON TERMINATION:

If this Contract is terminated for any reason, Owner and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination.

34. EQUAL OPPORTUNITY:

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

35. FALSE STATEMENTS:

Bidder represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

36. SUBSTITUTIONS:

Substitutions are not permitted without written approval of GLO.

37. SURVIVAL OF TERMS:

Termination of the Contract for any reason shall not release the Contractor from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.

38. E-VERIFY PROGRAM:

Bidder certifies and ensures that all employees and other persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract are eligible to work in the United States of America. The Contractor should utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of its employees and those of its subcontractors to work in the United States of America.

39. CYBERSECURITY TRAINING:

If Bidder, in its performance of the Contract, has access to a state computer system or database, Bidder must complete a cybersecurity training program certified under Section 2054.519 of the Texas Government Code Section, as selected by the GLO. Bidder must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Bidder must verify in writing to the GLO its completion of the cybersecurity training program.

40. COVID-19:

Bidder certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Bidder's business. Bidder acknowledges that such a vaccine or recovery requirement would make Bidder ineligible for a state-funded contract.

41. CRITICAL INFRASTRUCTURE AFFIRMATION:

Pursuant to Section 2275.0102 of the Texas Government Code, Bidder certifies that neither it nor its parent company, nor any affiliate of Bidder or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2275.0103 of the Texas Government Code, or (2) headquartered in any of those countries.

42. ENERGY COMPANY BOYCOTTS:

If Bidder is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Bidder verifies that Bidder does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Bidder does not make that verification, Bidder must notify the GLO and state why the verification is not required.

43. ENTITIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES OR TRADE ASSOCIATIONS:

If Bidder is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Bidder verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Section 2274.001 of the Texas Government Code and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Bidder does not make that verification, Bidder must notify the GLO and state why the verification is not required.

44. PROFESSIONAL SPORTS TEAMS:

If Bidder is a "professional sports team" as defined by Section 2004.002 of the Texas Occupations Code, Bidder will play the United States national anthem at the beginning of each team sporting event held at the Bidder's home venue or other venue controlled by Bidder for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Bidder to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Bidder may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.

45. HUMAN TRAFFICKING PROHIBITION:

Under Section 2155.0061 of the Texas Government Code, the Bidder certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

46. CONTRACTING INFORMATION RESPONSIBILITIES:

Bidder represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the Contract and the Bidder agrees that the Contract can be terminated if the Bidder knowingly or intentionally fails to comply with a requirement of that subchapter.

47. ASSIGNMENT:

Bidder may not assign the Contract or assign, transfer or delegate, in whole or in part, any of its interest in, or rights or obligations under, the Contract without the prior written consent of the GLO, and any attempted or purported assignment, transfer or delegation thereof without such consent shall be null and void.

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ARTICLE V. SUBMISSION CHECKLIST

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

A COMPLETE SOLICITATION PACKAGE SHALL INCLUDE:

1. Part 1 – Bid (one .pdf file). **Bid should include a specification list that confirms bid meets the required specifications in Section 2.1.1 Item Specifications.**

PART 1 – BID

Please present documents in the following order:

1. **Signature Page**

Failure to sign and return with the submitted bid will result in rejection of the Bid.

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2. Attach a copy of IRS Letter 147C, Verification of Employer Identification

Number, or any IRS document listing both the EIN and entity name on IRS letterhead
(Note: IRS form W-9 is not acceptable for this requirement). If respondents do not have an IRS Letter 147C or any other document on IRS letterhead, respondent must have the ability to obtain it prior to contract execution.

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3. **Exhibit A, Price Schedule**

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4. **Signed Acknowledgments of Addenda** (if applicable)

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5. **Conflicts** (if applicable) (**Article IV. T&Cs**)

Bidder 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.

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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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EXHIBIT A. PRICE SCHEDULE

Having carefully examined the Invitation for Bids (IFB), the undersigned proposes to provide the requested items at the unit prices listed below. Bid shall include all associated costs and incidental costs necessary to provide the products and services per the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation, including delivery and freight charges.

BID ITEM SPECIFICATION	Quantity	TOTAL PRICE
Quickbase License: Reads - Business-Usage To Include: unlimited Users, unlimited Applications, 5GB Application Space, 200GB Attachment Space, and 1-year Audit Data Retention, and ALM Sandbox	1,000,000	\$

Exhibit A (Price Schedule) is intended to assist Bidders in estimating all costs associated with each specific section(s) applicable to their bid, and that the total bid price will cover those expenses. All such costs will be at the expense of the awarded Bidder(s).

The bid price shall be firm for acceptance for one hundred twenty (120) days from the IFB closing date unless otherwise specified in the IFB.

The awarded Bidder(s) shall request payment by submitting an original itemized invoice in accordance with the terms and conditions in the GLO purchase order issued pursuant to this IFB. The awarded Bidder(s) may submit an invoice no more frequently than monthly and no later than ninety (90) days after completing deliverables specified in the contract. Each invoice shall show the purchase order number, the total amount earned to the date of submission, and the amount due as of the date of the invoice.

EXHIBIT B. PO TERMS & CONDITIONS

Texas General Land Office Purchase Orders Terms and Conditions

The Texas General Land Office (the “GLO”) and the Vendor named on the Purchase Order to which these terms and conditions are attached (the “Vendor”) (each a “Party” and collectively the “Parties”) agree the terms and conditions herein are incorporated into the Purchase Order for all purposes and form a contract (the “Contract”) between the GLO and Vendor. By performing or accepting payment under the Contract, Vendor agrees to be bound by the Contract and certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation herein conflicts with any term, condition, statement, or affirmation in another document, the term, condition, statement, or affirmation herein shall control.

A. Performance Requirements

1. **Quality of Services.** Vendor shall perform any services under the Contract (the “Work”) in a good and workmanlike manner and in accordance with all applicable federal, state, and local laws, regulations, and rules and the requirements set forth in the Contract.
2. **Provisions of Labor and Materials.** Vendor shall provide all labor, materials, tools, supplies, transportation, equipment and personnel necessary to perform the Work.
3. **Implied Warranties.** All goods delivered and services performed under the Contract shall include all implied warranties available under the laws of the State of Texas.
4. **OSHA Compliance.** Vendor shall comply with all rules and regulations governing Occupational Safety and Health Standards published by the Occupational Safety and Health Administration (“OSHA”), Department of Labor, for all Work performed under the Contract.
5. **Permits and Fees.** Vendor shall, at its sole cost, acquire all permits, inspections, licenses, and deposits required to perform its obligations under the Contract.
6. **Performance.** The GLO may require Vendor to repeat any performance that fails to conform to the Contract, with no additional compensation due to Vendor. If, in the GLO's sole discretion, Vendor cannot correct a defect in performance, the GLO may: (a) require the Vendor to take necessary action to ensure future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of the services performed; (b) directly or by use of a third party, have the services performed and charge the cost incurred by the GLO to the Vendor; and/or (c) terminate the Contract.
7. **Electrical Goods.** All electrical goods must meet applicable OSHA standards and regulations and bear the appropriate listing from UL, FMRC, NEMA, or a similar safety organization.
8. **New Goods.** Unless otherwise specified, goods shall be new, unused, and of current production.
9. **Delivery.** Vendor shall deliver goods or services during normal business hours, except as agreed to in advance by the GLO. Vendor shall notify the GLO in writing of anticipated delayed delivery of goods or services. If Vendor does not meet the delivery terms specified in the Contract, the GLO may procure the goods or services elsewhere and Vendor shall be liable to the GLO for all costs associated therewith.

B. Terms and Conditions

1. **Abandonment or Default.** If Vendor abandons Work or defaults on the Contract by breaching any of its terms or conditions, the GLO may terminate the Contract without notice.
2. **Prohibited Benefits to Public Servants.** Vendor 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.
3. **Prohibited Financial Participation.** Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor 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, Vendor 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 Vendor from providing free technical assistance.*
4. **Delinquent Child Support.** Under Section 231.006 of the Family Code, Vendor certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. **Owner Information.** 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. Vendor certifies it has submitted this information to the GLO.*
6. **Executive Head of State Agency.** In accordance with Section 669.003, Texas Government Code, relating to contracting with the executive head of a state agency, Vendor 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 the GLO.
7. **Debt Owed to the State of Texas.** Vendor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Vendor to the State of Texas.
8. **Executive Order 13224.** Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.
9. **Suspension and Debarment.** Vendor 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 or excluded from or ineligible for participation in federally-

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

Texas General Land Office Purchase Orders Terms and Conditions

assisted programs in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (2 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

10. Prohibition on Certain Bids and Contracts in Connection with Disasters and Human Trafficking. Under Sections 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, Vendor 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.*

11. Right to Audit. 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. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection pursuant to C.F.R. §200.337(a).** Vendor 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.

12. Antitrust. Vendor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, 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 Vendor.*

13. Applicable Law; Venue; Sovereign Immunity. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Vendor. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Vendor. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Vendor 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.

14. Preference and Procurement of Materials. To the extent practicable, Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner: (i) competitively within a timeframe allowing compliance with the Contract performance schedule; (ii) in a way that meets the Contract's performance requirements; or (iii) at a reasonable price. To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

15. Confidentiality. To the extent permitted by law, Vendor and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Vendor or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Vendor or the GLO; or (c) information that Vendor or the GLO is otherwise required to keep confidential by this Contract. Vendor must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

16. Public Information. The GLO shall post this Contract to the GLO's website. Vendor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file ("pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Vendor believes to be excepted from disclosure as "confidential" or a "trade secret," Vendor waives any and all claims it may make against the GLO for releasing such information without prior notice to Vendor. The Attorney General will ultimately determine whether any

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

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information may be withheld from release under the PIA. Vendor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Vendor shall forward the third party's contact information to the above-designated e-mail address.

17. **Dispute Resolution.** If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Vendor must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY Vendor.**

18. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any Contract obligation caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

19. **Funding Out Clause.** This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Vendor understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become 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.

20. **Taxes, Workers Compensation, Unemployment Insurance – Including Indemnity.** (a) Vendor shall be solely liable and responsible for payment of Vendor and Vendor's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Vendor 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 Vendor or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

(b) Vendor shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor and the GLO shall furnish timely written notice to each other of any such claim. Vendor shall be liable to pay all costs of defense including attorneys' fees. Vendor shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO is a named co-defendant with Vendor in any suit. Vendor may not agree to settle any such suit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.*

(c) The GLO is exempt from federal, state, and local taxes. Vendor shall not charge any taxes to the GLO.

21. **INDEMNIFICATION (ACTS/OMISSIONS).** VENDOR, TO THE EXTENT ALLOWED BY LAW, 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, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR 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 PURCHASE ORDERS ISSUED UNDER THE CONTRACT. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE OFFICE OF THE ATTORNEY GENERAL.*

22. **Infringement Indemnification.** TO THE EXTENT ALLOWED BY LAW, VENDOR 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 VENDOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR VENDOR'S USE OF OR ACQUISITION OF ANY

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REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY VENDOR OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF VENDOR'S PERFORMANCE UNDER THE CONTRACT. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, VENDOR 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 VENDOR OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND VENDOR WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

23. **Independent Contractor.** Vendor and its employees, representatives, agents, and subcontractors shall serve as independent contractors in the performance of the Contract. Vendor and its employees, representatives, agents, and subcontractors shall not be employees of the GLO by virtue of the Contract. Should Vendor subcontract any of the services required under the Contract, Vendor agrees the GLO is not liable to any subcontractor(s) of Vendor. This provision does not relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract.
24. **Assignment.** Vendor may not assign any right or duty granted or imposed by the Contract without prior written approval of the GLO. Any attempted assignment in violation of this provision is void and without effect. The Contract binds Vendor's heirs, assigns, and other successors in interest.
25. **Intellectual Property Ownership.** For the purposes of this paragraph, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract. All Work arising out of or connected with the performance of the Contract is made the exclusive property of the GLO. All right, title and interest in and to said property shall vest in the GLO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to the Contract. To the extent that title to any such Work may not, by operation of law, vest in the GLO, or such Work may not be considered a work made for hire, all rights, Vendor irrevocably assigns all title and interest therein to the GLO. The GLO shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Vendor shall assist the GLO, State of Texas, and their designees in perfecting the rights defined herein without any charge or expense beyond amounts payable to Vendor pursuant to the Contract.
26. **Records Retention.** All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the applicable State of Texas CDBG program, in accordance with federal regulations. **The GLO will notify Provider of the dates upon which local records may be destroyed, and Provider shall retain all records related to this Contract until the destruction date determined by the GLO**
27. **Access to Records.** Vendor and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Vendor must retain all work and other supporting documents pertaining to the Contract, for purposes of inspections, monitoring, audits, or evaluations by the GLO and any authorized agency of the State of Texas. In addition, the Vendor shall ensure that the U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the GLO, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Vendor which are pertinent to the Community Development Block Grant (CDBG) award in order to make audits, examinations, excerpts, and transcripts. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Vendor shall also provide timely and reasonable access to Vendor's personnel for the purpose of interview and discussion related to such documents.
28. **Payment.** Before authorizing payment to Vendor, the GLO shall evaluate Vendor's performance using the performance standards set forth in the Contract. Vendor shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Vendor's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Vendor acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature. **ALL Vendor invoices shall: 1) be submitted as provided by the GLO in writing; 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display the Purchase Order number. Payment may be delayed if Vendor does not submit invoices in strict accordance with the instructions in this section. The GLO shall not pay interest, fees, or other penalties for late payments resulting from Vendor's failure to submit invoices in strict accordance with the instructions in this section.**
29. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is

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invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

30. **Termination.** The GLO may, in its sole discretion, terminate the Contract upon thirty (30) days' written notice to Vendor by email, facsimile, or certified mail return receipt requested. Notice is effective upon Vendor's receipt. In the event of such termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately and terminate any subcontracts. The GLO shall only be liable for payments for any goods or services delivered by Vendor before the termination date. If Vendor fails to provide the goods or services contracted for according to the provisions of the Contract or fails to comply with any terms or conditions of the Contract, the GLO may, upon written notice of default to Vendor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy. The GLO may exercise any legal, equitable, or contractual right, remedy, or privilege available to Vendor. Vendor shall be liable for all costs and expenses, including court costs, the GLO incurs in the enforcement of any of the remedies listed herein. Upon the expiration or termination of the Contract, the GLO shall retain ownership of all work product and documentation obtained from Vendor under the Contract.

31. **Fraud.** The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Vendor shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website.

32. **Assignment of Claims.** Vendor hereby assigns to the GLO any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.

33. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

34. **Prohibited Business Engagements.** Vendor 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.*

35. **Computer Equipment Recycling.** If the Contract is for the purchase or lease of computer equipment, then Vendor 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 30 TAC Chapter 328.

36. **Continuity and Disaster Recovery Plans.** Upon request of the GLO, Vendor shall provide copies of its most recent business continuity and disaster recovery plans.

37. **False Statements or Material Misrepresentations.**

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD

MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Vendor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device; makes any materially false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under 18 U.S.C. § 1001. In addition, submitting a false statement or making a material misrepresentation during the performance of a contract is a material breach of contract and may void the Contract or constitute grounds for its termination.

38. **Conflicts of Interest.** Vendor has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

39. **Signature Authority.** Each person signing the Contract certifies they are 1) duly authorized to execute the Contract on their own behalf or on behalf of the Vendor in the Contract and 2) legally empowered to contractually bind the Vendor to the terms and conditions of the Contract and related documents.*

40. **Television Equipment Recycling.** If the Contract is for the purchase or lease of covered television equipment, Vendor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

41. **Survival of Terms and Conditions.** Expiration or termination of the Contract for any reason does not release Vendor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

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

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

44. **Discrimination.** Vendor and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination.

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These include, but are not limited to: (a) Section 109 of Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, sex, national origin, age, or disability; and (b) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.

45. **All Other Federal Laws.** Vendor and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies.

46. **Contracting Information.** To the extent Section 552.371 of the Texas Government Code applies to Vendor and the Contract, in accordance with Section 552.372 of the Texas Government Code, Vendor must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Vendor's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Vendor's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Vendor agrees that the Contract may be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.*

47. **Cybersecurity Training.** If Vendor, in its performance of the Contract, has access to a state computer system or database, Vendor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Vendor must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Vendor must verify in writing to the GLO its completion of the cybersecurity training program.

48. **Prohibition Against Required COVID-19 Vaccine Documentation.** Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

49. **Critical Infrastructure Certification Affirmation.** Pursuant to Government Code Section 2275.0102, Vendor certifies that neither it nor its parent company, nor any affiliate of Vendor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*

50. **Energy Company Boycotts.** If Vendor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Vendor verifies that Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.*

51. **Entities that Discriminate Against Firearm Entities or Trade Associations.** If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.*

52. **National Anthem Verification.** If Vendor is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Vendor will play the United States national anthem at the beginning of each team sporting event held at the Vendor's home venue or other venue controlled by Vendor for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Vendor to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Vendor may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

53. **Prohibition on certain telecommunications and video surveillance services or equipment.** If subject to 2 C.F.R. §200.216, Vendor shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

54. **Iron or Steel Products.** To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Vendor uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

55. **Cloud Computing State Risk and Authorization Management Program (TX-RAMP).** If Vendor provides cloud computing services subject to the Texas state risk and authorization management program under this Contract, pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, then Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

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56. **Data Management and Security Controls.** To the extent Section 2054.138 of the Texas Government Code applies to this Contract, Vendor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Vendor's compliance with the required controls.

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