TEXAS GENERAL LAND OFFICE

INVITATION FOR BIDS NO. X0022051-KM

Software Licenses for
Contract Lifecycle Management (CLM) from Conga

Class 920 / Item 03

Release Date: August 3, 2020
Deadline for Submission: August 18, 2020 at 2:00 p.m. CDT

Solicitation Point of Contact: Kenneth Maze, CTCD
Kenneth.Maze@GLO.Texas.Gov

You are responsible for checking the Electronic State Business Daily (ESBD) website, http://www.txsmartbuy.com/sp, for any addenda to this Solicitation. Please search under Agency Code 305 (General Land Office and Veterans Land Board). Bidder’s failure to periodically check the ESBD will in no way release that Bidder from Addenda or additional information resulting in additional requirements of the Solicitation.
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID; ANY EXCEPTIONS THERETO MUST BE IN WRITING.

**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.

- Suppliers, 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 and will be returned unopened.

Award will be posted on [http://txsmartbuy.com/sp/](http://txsmartbuy.com/sp/).

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 Resident Bidder as defined in Texas Government Code Sec. 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.

PIN: __________________________________ 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
Kenneth Maze, CTCD
Kenneth.Maze@glo.texas.gov

IFB No.: X0022051-KM
IFB Deadline: August 17, 2020, 2:00 P.M. CDT
Upload Bids to Box™ URL: https://txglo.app.box.com/f/abbf887758554d1b916a82448b77051e

**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") currently uses Contract Lifecycle Management ("CLM") software from Conga. The agency acquired the software through a Texas Department of Information Resources ("DIR") contract with a reseller of the software. As of the date of this solicitation, the software is not available from any DIR contract, so the Agency is issuing an Invitation for Bids ("IFB") on the open market to procure licenses for the CLM software.

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 number(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.

Guarantee of Volume. GLO does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting Contract.

It is anticipated that primary funding under this Solicitation shall come from State sources and allocations made to the State by the U.S. Department of Housing and Urban Development (HUD); however, funding may be provided from any source, whether state or federal. All services provided must be compliant with all applicable federal, state, and local laws, ordinances, and regulations, including relevant State of Texas statutes, the Code of Federal Regulations ("CFR"), and HUD and Federal Emergency Management Agency ("FEMA") rules and regulations.

1.2. DEFINITIONS

“Addendum” means a written clarification or revision to the Invitation for Bids issued by the General Land Office. Bidders must acknowledge receipt of any Addenda in the submission of the Bid.

“Bid” means the response submitted by a vendor to the GLO as a result of this solicitation.

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

“CLM” means Contract Lifecycle Management software by Conga, used by the GLO to issue and maintain agency contracts.

“Contract” means the contract or 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 subsequent submission by Bidder shall all fully be incorporated into the Contract or PO as exhibits.


“GLO” means the Texas General Land Office.

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

“IFB” means Invitation for Bids.

“Solicitation” means this IFB.

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

“TAC” means Texas Administrative Code.

“Vendor” means a person or entity that enters into a Contract for the sale of goods or services with the GLO. The term “Provider” may also be used interchangeably with “Vendor” throughout this Solicitation and any resulting Contract.

1.3. Authority

The GLO is posting this solicitation pursuant to and under Texas Government Code, Title 10, Subtitles D and F, and 2 CFR § 200.317. This procurement is made in accordance with the exact scope, terms, and requirements specified in the DIR blanket exemption for class/item code 920-03, Application Services Provider (ASP), Web Based Hosted.

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ARTICLE II. SCOPE OF WORK

2.1. SPECIFICATIONS

A. CLM Conga Contracts Licenses Full User – Quantity 25
B. CLM Licenses Add-on: Request/View Only User – Quantity 2
C. Novatus Contracts - Casual User – Quantity 2

2.2. CONTRACT TERM

Any Contract resulting from this Solicitation shall be effective as of September 1, 2020 and shall terminate on August 31, 2022. At the option of the GLO, the Contract may be extended upon agreement and signature of both parties.

2.3. SUBCONTRACTORS (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.

2.4. PERFORMANCE TRACKING

The GLO intends to award one Contract under this Solicitation. The GLO will monitor the awarded Vendor’s performance of the Contract issued under this IFB. All services under the Contract must be performed in a consistent manner. All deliverables must be submitted in accordance with the timeline agreed upon at Contract execution.

2.5. INSURANCE

2.5.1 Required Coverages

For the duration of any Contract resulting from this Solicitation, the selected Vendor shall acquire insurance with financially sound and reputable independent insurers, in the type and amount as follows:

2.5.1.1 Workers Compensation & Employers Liability

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

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

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

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

2.5.1.3 Commercial Automobile Liability – coverage of $1,000,000 Combined Single Limit.

2.5.1.4 Technology Errors and Omissions Insurance

The selected Vendor shall maintain, at its own expense, insurance in amounts sufficient to cover Vendor for claims, losses, liabilities, judgments, settlements, lawsuits, cyber extortion, forensic experts, public relations efforts (including notifying affected individuals after a breach of security), regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by the Vendor or any employee or agent thereof.

Upon GLO’s request, the Vendor or Vendor’s agent shall provide the GLO with a copy of all certificates or verifications of insurance evidencing the existence or proper coverage required hereunder.

The required coverage is to be written with companies licensed in the State of Texas, with an “A” rating from A.M. Best, and authorized to provide the corresponding coverage. Work on the Contract shall not begin until after Vendor has submitted acceptable evidence of insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.

2.5.2 Alternative Insurability

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

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ARTICLE III. ADMINISTRATIVE INFORMATION

3.1. SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE/TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Solicitation</td>
<td>August 3, 2020</td>
</tr>
<tr>
<td>Deadline for Submission of Bids</td>
<td>August 18, 2020 at 2:00 p.m. CDT</td>
</tr>
<tr>
<td>Expected Notice of Award</td>
<td>August 19, 2020</td>
</tr>
<tr>
<td>Contract Effective Date</td>
<td>September 1, 2020</td>
</tr>
</tbody>
</table>

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: [http://www.txsmartbuy.com/sp](http://www.txsmartbuy.com/sp). 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          Kenneth Maze, CTCD
Address       1700 N. Congress Ave., Austin, Texas 78701
Phone         800.998.4456 or 512.475.3504
Email         Kenneth.Maze@GLO.Texas.Gov

Notwithstanding the above, Bidders may direct questions about the state’s Historically Underutilized Businesses (HUB) Program or HUB Subcontracting Plans (HSPs) to the GLO HUB Team contacts listed in Section 3.6 of this Solicitation.

3.2.3 Responses

All accepted questions will result in written responses with copies posted to the ESBD at: [http://www.txsmartbuy.com/sp](http://www.txsmartbuy.com/sp). 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 their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Failure to observe this restriction may disqualify the 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 one Bid, including all documents requested in Section 3.5.3, Bid Contents, submitted as one Portable Document Format (.pdf) file to the Box™ URL in Section 3.4.3

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

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

3.4. 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:

https://txglo.app.box.com/f/abbf887758554d1b916a82448b77051e

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. **Bid Requirements**

3.5.1 Submission

Bids must be organized as described below. Bids not organized in this manner are subject to disqualification. Bids must be complete; failure to include all required information may result in disqualification. Conciseness and clarity of content are emphasized and encouraged. Bid pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of Bid.

3.5.2 Costs

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

3.5.3 Bid Contents

Listed below is a summary of all information to be included in a Bid submitted in response to this IFB. GLO reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the State. Files must be uploaded as Portable Document Format (.pdf) files unless otherwise specified.

1) **Signature Page:** Failure to sign and return with the submitted Bid will result in rejection of the Bid.
2) **W-9:** Request for Taxpayer Identification Number and Certification.
3) **Exhibit A:** Price Schedule. Provide information regarding costs, delivery, and warranty.
4) **Conflicts (if applicable):** 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.

5) **References:** Bidder shall provide a minimum of three non-GLO customer references. The GLO reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the Bid. Please provide the company name, contact person, telephone number, and e-mail address for each reference.

### 3.6. VENDOR PERFORMANCE REPORTING

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


As of January 24, 2017, the VPTS reporting methodology was revised so that vendors are assigned a letter grade (A-F) rather than the historic satisfactory/unsatisfactory ratings. The report grades for historic reports will be displayed as “Legacy Satisfactory” or “Legacy Unsatisfactory.” New reports will be graded on the A-F scale as now required by statute. A 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 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 strictest terms and conditions will 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 Texas Identification Number System (TINS) number, 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 Bid 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. Call 512-475-5147 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 §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.
Bidder represents and warrants that all statements and information prepared and submitted in its Bid are current, complete, true, and accurate.

6. INSPECTION AND TESTS:
If this IFB requires the provision of goods, all goods may be subject to inspection and test by the State before acceptance. 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 §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.

8. PAYMENT:
Bidder shall submit 2 copies of an itemized invoice showing the GLO Purchase Order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code. 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.

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 this Bid with a false statement is a material breach of contract and shall void the submitted 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 offered, given, or 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 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 §2155.004, Government Code, neither the Bidder nor any person or entity which will participate financially in any Contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.

11.4 Pursuant to §231.006(d), 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 issued under the IFB 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:

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<thead>
<tr>
<th>Name:</th>
<th>Social Security Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Social Security Number:</td>
</tr>
<tr>
<td>Name:</td>
<td>Social Security Number:</td>
</tr>
</tbody>
</table>

11.5 Under §2155.004 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. §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.

11.6 As required by §2252.903, 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, regardless of when the debt or delinquency arises. Bidder shall comply with rules adopted by Comptroller of Public Accounts (CPA) under §403.055, 403.0551, 2252.903, Government Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

11.7 Pursuant to §669.003, Government Code, 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:
11.8 In accordance with §2155.4441, 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.

11.9 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

11.10 Sections 2155.006 and 2261.053, 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 §418.004, Government Code, occurring after September 24, 2005. Under §2155.006, 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.

11.11 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 §556.005 or §556.008, Government Code, relating to the prohibition of using state funds for lobbying activities.

11.12 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.

12. 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 31 TAC Rule 3.50.

13. DISPUTE RESOLUTION:
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.

14. 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 or federal 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.

15. 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, 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.

16. CONFLICT OF INTEREST:
Under §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 in Section 1.2 of 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.

17. 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 reasonable 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.

18. 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.

19. INDEMNIFICATION:
Bidder shall indemnify, defend, and hold harmless the General Land Office, 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 Contractor or its agents, employees, subcontractors, order fillers, 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 CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

20. INFRINGEMENTS:
   a) Vendor shall indemnify, defend, and hold harmless the State of Texas and Customers, 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 VENDOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. 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 CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
   b) Vendor shall have no liability under this section of 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 Vendor’s written approval, (iii) any modification made to the product by the Vendor pursuant to the GLO’s specific instructions (iv) any intellectual property right owned by or licensed to the GLO, or (v) any use of the product or service by the GLO that is not in conformity with the terms of any applicable license agreement.
   c) If Vendor becomes aware of an actual or potential claim, or the GLO provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against the GLO, shall), at Vendor’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 the GLO’s use is non-infringing.

21. RIGHT TO AUDIT:
In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.154, 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 §2262.154, 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.

22. FRAUD:
Bidder understands that the GLO does not tolerate any type of fraud. The agency’s policy is to promote 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. Bidders are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the agency’s Internal Audit Director at 512.463.6078 or tracey.hall@glo.texas.gov.

23. 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 Texas General Land Office 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.
24. **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 Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, provisions of the Termination Article shall apply.

25. **DRUG-FREE WORKPLACE:**
Bidder must comply with the applicable provisions of the Drug-Free Work Place Act of 1988.

26. **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.

27. **BOYCOTT OF ISRAEL PROHIBITION:**
If applicable, Bidder represents and warrants that, pursuant to Section 2271.002 of the Texas Government Code, Bidder does not boycott Israel and will not boycott Israel during the term of any Contract resulting from this IFB.

28. **DOING BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITION:**
By submitting a Bid, Bidder certifies, in accordance with Texas Government Code section 2252.152, that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign terrorist organization.

29. **IRON AND STEEL PRODUCTS:**
In accordance with subchapter F of Texas Government Code chapter 2252, any iron or steel product used in the project that is produced through a manufacturing process, as defined in Texas Government Code section 2252.201(2), must be produced in the United States.

30. **AMENDMENTS:**
30.1 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.
30.2 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 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 provisions in any document prepared by the awarded Bidder, including without limitation, any order form, contract, service agreement, manifest, or receipt.

31. **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.

32. **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.

33. **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.

34. **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.

35. **SUBSTITUTIONS:**
Substitutions are not permitted without written approval of GLO.

36. **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.

37. **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.

38. **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.

39. **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.

40. 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.

41. 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 Texas Government Code Section 2054.519, 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.

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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)

**PART 1 – BID**

Please present documents in the following order:

1. **Signature Page**
2. **W-9**
3. **Exhibit A, Price Schedule**
4. Signed Acknowledgments of Addenda (if applicable)
5. Conflicts (if applicable) (Article IV. T&Cs)
6. References

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EXHIBIT A. PRICE SCHEDULE

Having carefully examined the Invitation for Bids (IFB) to furnish and install the items listed below for the Texas General Land Office, the undersigned proposes to provide the requested goods and services for the sum of:

<table>
<thead>
<tr>
<th>BID ITEMS</th>
<th>UNIT PRICE</th>
<th>QUANTITY</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLM Conga Contracts Licenses Full User - Term: 9-1-2020 through 08-31-2021</td>
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<td>25</td>
<td>$</td>
</tr>
<tr>
<td>CLM Licenses Add-on: Request/View Only User - Term: 9-1-2020 through 08-31-2021</td>
<td>$</td>
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<tr>
<td>Novatus Contracts - Casual User - Term: 9/1/2020-8/31/2021</td>
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<td>Novatus Contracts - Casual User - Term: 9/1/2021-8/31/2022</td>
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<td>2</td>
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TOTAL COST $  

Email Address: ____________________________________________________________________________
Print Name: ______________________________________________________________________________
Signature: ________________________________________________________________________________
Title: __________________________________________________________________________________

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.

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 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 may submit an invoice no more frequently than monthly and no later than ninety 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. PURCHASE ORDER TERMS AND CONDITIONS
The Texas General Land Office (“the GLO”) and «Vendor» (“Provider”) agree the terms and conditions of the Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts herein are incorporated into the Contract supplied by Provider (assigned GLO Contract No. «ContractNo.») (“Contract”) for all purposes. Provider certifies the statements and affirmations herein are true and correct. If any term, condition, statement, or affirmation within this Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts conflicts with any part of the Contract, the term, condition, statement, or affirmation herein shall control.

1. Abandonment or Default. If Provider defaults on the Contract, the GLO may cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible provider. The defaulting Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the GLO based on the seriousness of the default.

2. Prohibited Benefits to Public Servants. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not, 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. Texas Resident Bidder. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.

4. Prohibited Financial Participation. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate. This Section does not prohibit Provider or a contract participant from providing free technical assistance.

5. Delinquent Child Support. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

6. 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. Provider certifies it has submitted this information to the GLO.

7. 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, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the 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.

8. Debt Owed to the State of Texas. Provider agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, regardless of when the debt or delinquency arises.

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

10. Suspension and Debarment. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency or excluded from or ineligible for participation in federally-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.”

11. Convictions or Penalties in Connection with Hurricanes Rita and Katrina. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

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

13. Antitrust. Provider represents and warrants that, in accordance
Texas General Land Office Terms and Conditions for Vendor-Supplied Contracts

with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.

14. Applicable Law; Venue; Sovereign Immunity. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. Neither the Contract, nor any conduct of any GLO representative, shall be construed to waive sovereign immunity on behalf of the GLO or the State of Texas.

15. Preference for Texas Products and Materials. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

16. Public Information. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

17. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used 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.

18. Force Majeure. Neither Provider nor the GLO shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from the Contract 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 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. Funding Out Clause. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under the Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Contract may be terminated by the GLO. 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) Provider shall be solely liable and responsible for payment of Provider’s and Provider’s employees’ taxes of whatever kind, arising out of the execution or performance of the Contract. Provider shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers’ compensation. The GLO and the State of Texas shall not be liable to Provider or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers’ compensation, or any benefit available to a state employee or employee of another governmental entity.

(b) PROVIDER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS, THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, DAMAGES, PROCEEDINGS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM TAX LIABILITY, UNEMPLOYMENT INSURANCE, OR WORKERS’ COMPENSATION IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. PROVIDER SHALL COORDINATE ITS DEFENSE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE OFFICE OF THE ATTORNEY GENERAL.

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

21. INDEMNITY – ACTS/OMISSIONS. PROVIDER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS, THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, DAMAGES, PROCEEDINGS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, CONTRACTORS, SUBCONTRACTORS, ASSIGNEES, DESIGNEES, ORDER FULFILLERS, OR SUPPLIERS OF CONTRACTORS OR
22. **Infringement Including Indemnity.** a) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Provider and the GLO shall furnish timely written notice to each other of any such claim. Provider shall be liable to pay all costs of defense including attorneys' fees. Provider shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Provider may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

b) Provider shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Provider’s written approval, (iii) any modifications made to the product by the Provider pursuant to Customer’s specific instructions, or (iv) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Provider becomes aware of an actual or potential claim, or the GLO provides Provider with notice of an actual or potential claim, Provider may (or in the case of an injunction against the GLO, shall), at Provider’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 a functionally equivalent or superior product or service so that the GLO’s use is non-infringing.

23. **Independent Contractor; Assignment.** Provider and its employees, representatives, agents, and subcontractors shall serve as an independent contractor in the performance of the Contract. Provider and its employees, representatives, agents, and subcontractors shall not be employees of the GLO by virtue of the Contract. Should Provider subcontract any of the services required under the Contract, Provider agrees the GLO is not liable to any subcontractor(s) of Provider. This provision does not relieve Provider of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract. Provider shall 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 Provider’s heirs, assigns, and other successors in interest.

24. **Intellectual Property Ownership.** For the purposes of the Contract, 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 this Contract. All work arising out of or connected with the performance of 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 this 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, title and interest therein are hereby irrevocably assigned 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. Provider shall assist the GLO and/or the State of Texas, as well as any person designated by the GLO and/or the State of Texas, in perfecting the rights defined herein without any charge or expense beyond those amounts payable to Provider for the services rendered under this Contract.

25. **Records Retention.** Provider shall maintain all records that may demonstrate payments under the Contract were expended in accordance with the laws and regulations of the State of Texas. Provider shall maintain all such records for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later.

26. **Access to Records.** Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Provider and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Provider 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 Provider 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 Provider which are pertinent to the Community Development Block Grant (CDBG) award in order to make audits, examinations, excerpts, and transcripts. Provider shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract.

27. **Payment.** Before authorizing payment to Provider, the GLO shall evaluate Provider’s performance using the performance standards set forth in the Contract. Provider 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 Provider’s prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. Provider acknowledges and agrees that payments for services provided under this Contract are contingent upon the GLO’s receipt of funds appropriated by the Texas Legislature. **ALL Provider 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 GLO’s Contract number. If Provider does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. Provider agrees that the GLO shall not pay interest, fees, or other penalties for late payments resulting from Provider’s failure to submit invoices in strict accordance with the instructions in this section.

28. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is 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.

29. **Termination.** The GLO may, in its sole discretion, terminate the Contract upon thirty (30) days’ written notice to Provider by email, facsimile, or certified mail return receipt requested and is effective upon Provider’s receipt. In the event of such termination, Provider shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The GLO shall only be liable for payments for any goods or services delivered by Provider before the termination date. If Provider 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 Provider, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy but will be in addition to any other rights and remedies as provided in equity, by law or under the Contract. The GLO may exercise any other right, remedy, or privilege which may be available to it under applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the GLO notifies Provider in writing prior to the exercise of such remedy. Provider shall be liable for all costs and expenses, including court costs, incurred by the GLO with respect to the enforcement of any of the remedies listed herein. In the event that the Contract is terminated for any reason, or upon its expiration, the GLO shall retain ownership of all associated work product and documentation obtained from Provider under the Contract.

30. **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. Provider shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO’s Internal Audit Director.

31. **Assignment of Claims.** Provider 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.

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

33. **Prohibited Business Engagements.** Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

34. **Computer Equipment Recycling.** If the Contract is for the purchase or lease of computer equipment, then Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

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

36. **False Statements or Material Misrepresentations.** Provider represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. 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.

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

38. **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 entity listed in the Contract and 2) legally empowered to contractually bind the entity they represent to the Contract and related documents.

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

40. **Survival of Terms and Conditions.** Expiration or termination of the Contract for any reason does not release Provider 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.

41. **Minority and Women’s Businesses.** Provider 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


43. Discrimination. Provider and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. 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.

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

45. Contracting Information. To the extent Section 552.371 of the Texas Government Code applies to Provider and the Contract, Provider represents and warrants that Provider 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 Provider agrees that the Contract can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

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

47. Human Trafficking Prohibition. Under Section 2155.0061, Texas Government Code, Provider certifies that the entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

REMAINDER OF PAGE

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