



**ENVIRONMENTAL SERVICES CONTRACT
GLO CONTRACT NO. 20-187-003
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

THE GENERAL LAND OFFICE (the "GLO") and SWCA, INC., Texas Identification Number (TIN) **18604833170** ("Provider"), each a "Party" and collectively the "Parties," enter into the following contract for environmental services (the "Contract") pursuant to Texas Government Code, Title 10, Subtitles D and F and in conjunction with 2 C.F.R. Part 200. Now, therefore, the Parties agree as follows:

I. DEFINITIONS, INTERPRETIVE PROVISIONS, AND PROJECT DESCRIPTION

1.01 DEFINITIONS

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

"[Amendment](#)" means a written agreement, executed by the Parties' authorized representatives, that documents changes to the Contract other than those permitted by Work Order or Technical Guidance Letter, as herein defined.

"[ASTM Phase I ESA](#)" means American Society for Testing and Materials Phase I Environmental Site Assessment.

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

"[AUGF](#)" means Authority to Use Grant Funds.

"[CDBG-DR](#)" means the Community Development Block Grant Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"[CDBG-MIT](#)" means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"[CDR](#)" means the Community Development and Revitalization division of the GLO, responsible for administering on behalf of the GLO all allocated disaster recovery funds.

"[CEST/CENST](#)" means Categorically Excluded Subject To/Categorically Excluded Not Subject To.

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

“Comptroller” means the Texas Comptroller of Public Accounts.

“Contract” means this entire document, its Attachments and documents incorporated by reference, and any associated Work Orders, Amendments or Technical Guidance Letters that the GLO issues, which are to be incorporated by reference herein for all purposes as they are issued.

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

“EA” means Environmental Assessment.

“EIS” means Environmental Impact Statements.

“ERR” means Environmental Review Record.

“ESP” means Environmental Service Provider.

“Federal Assurances” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects) in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means the “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

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

“GIS” means Geospatial Information System.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the terms and conditions in **Attachment C**, attached hereto and incorporated herein for all purposes, that Provider affirms and agrees to by executing this Contract.

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

“HSP” means “historically underutilized business subcontracting plan,” as described in Chapter 2161 of the Texas Government Code.

“HUB” means “historically underutilized business,” as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

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

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

“[NEPA](#)” means National Environmental Policy Act. “[Notice to Proceed](#),” or “[NTP](#),” means the written document the GLO issues to Provider establishing the date on which Provider may begin work under this Contract.

“[Program](#)” means the Community Development Block Grant Disaster Recovery program, administered by HUD and the GLO.

“[Project](#)” means the environmental services described in **Section 1.03** and **Attachment A** of this Contract.

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

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

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

“[RE](#)” means Responsible Entity.

“[Re-evaluation](#)” means an assessment of an environmentally cleared activity due to substantial changes made to the original Project and may involve analysis of Project footprint modifications and/or technical updates to CESTs, EAs, Broad Reviews, and technical reports.

“[RROF](#)” means Request for Release of Funds.

“[Solicitation](#)” means GLO Request for Proposals (RFP) No. X0020806-VS (including any addenda), which is incorporated herein by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Provider’s full and complete response to the Solicitation. The Solicitation Response includes any Attachments, supplemental information, or documentation submitted by Provider to the GLO prior to the Contract execution and is incorporated herein by reference for all purposes.

“[Subcontractor](#)” means an entity that contracts with Provider to perform part or all of Provider’s obligations under this Contract.

“[Subrecipient](#)” means a local governmental body or political subdivision that receives a subaward under a HUD CDBG allocation as determined by the GLO.

“[Technical Guidance Letter](#),” or “[TGL](#),” means an instruction, clarification, or interpretation of the requirements of the Contract or the CDBG-DR Program that the GLO issues to specified Program participants and to which the addressed Program participants shall be subject.

“[Travel Regulations](#)” means all applicable statutes, regulations, laws, and Comptroller guidance related to reimbursement for Provider’s travel expenses. The Travel Regulations include Title 34, Section 5.22, of the Texas Administrative Code; Chapter 660 of the Texas Government Code; the General Appropriations Act; and *Textravel*, the Comptroller’s travel regulation guidance available at <https://fmx.cpa.texas.gov/fmx/travel/texttravel/index.php>.

“[U.S.C.](#)” means the United States Code, the official compilation and codification of the general and permanent federal statutes of the United States.

“[USFWS](#)” means U.S. Fish and Wildlife Service.

“[USACE](#)” means U.S. Army Corps of Engineers.

“[Work Order](#)” means an individually negotiated document authorizing Provider or vendor to perform specific services or deliver specific goods under the Contract. Upon execution by both Parties, a Work Order becomes a part of the Contract.

1.02 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, Work Order, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms, and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative, and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and

regulations; the signed Contract; **Attachment A**; **Attachment B**; **Attachment C**; **Attachment D**; the Solicitation; and the Solicitation Response.

1.03 PROJECT

- (a) Provider shall perform environmental services on behalf of the GLO (the “Project”), as described, collectively, in **Attachment A** and any issued Work Orders and associated Notice(s) to Proceed (NTPs) pursuant to **Section 1.04** below.
- (b) The Project shall be performed in accordance with HUD requirements, this Contract and all Attachments, the Solicitation, the Solicitation Response, and any Work Orders and associated NTPs issued under this Contract.

1.04 SELECTION OF VENDOR

After receiving Provider’s and other respondents’ proposals in response to the Solicitation, the GLO ranked the vendors by ‘best value’ to the GLO as required by Texas Govt. C. 2155. Two vendors were contracted with the GLO to provide environmental services related to the Project and Provider was chosen as the highest-ranked vendor. As the highest-ranked vendor, Provider will be assigned all Project work under Work Orders and associated NTPs until one of the following occurs, as determined by the GLO:

- (a) Provider has reached capacity;
- (b) Provider is failing to adhere to the requirements of the contract;
- (c) there exists a conflict of interest which prevents the Provider from performing the environmental services; and/or
- (d) the Project is completed.

If any of the preceding occurs, with the exception of (d), the GLO, at its discretion, may assign work under the Project to the second-ranked vendor.

1.05 WORK ORDERS AND REPORTING REQUIREMENTS

- (a) The GLO may issue one or more Work Orders to Provider during the term of this Contract. All such Work Orders shall be in writing and signed by the Parties’ authorized representatives.
- (b) The GLO shall attempt to negotiate with Provider a fair and reasonable price for completing a Work Order. Upon successful negotiation of a fair and reasonable price, the GLO shall issue the Work Order to Provider.
- (c) Each Work Order shall include a scope of services; a list of tasks; a completion schedule; a list of Deliverables, if any, and a due date for each Deliverable; a detailed budget; and other information or conditions necessary for the work described therein. All Work Orders must include the number of Provider staff hours budgeted to perform all assigned Work. Upon execution by both Parties, each Work Order shall become an Attachment to this Contract, with this Contract and all Attachments thereafter being referred to collectively as the “Contract.”

- (d) Provider may not begin work or incur costs related to a Work Order before supplying the GLO with documentation that, in the GLO's sole judgment, demonstrates that Provider obtained all insurance specified in the Work Order. Provider may not perform services or deliver goods that are outside the scope of the issued Work Orders. Provider must complete all assigned tasks within the time specified in the applicable Work Order(s), but Provider shall in no event complete any billable services after the expiration of the Contract. Any Work that would otherwise be eligible for payment under the Contract but is performed prior to the date on the Work Order assigning the Work shall be performed at Provider's sole risk.
- (e) The GLO makes no guarantee of Work Order volume or usage under this Contract. The GLO does not guarantee that it will issue any Work Order(s) to Provider for any of the tasks set forth in **Section 1.03** and **Attachment A**. The GLO will request work under this Contract on an irregular and as-needed basis throughout the Contract term.
- (f) Provider must submit requested reports as directed by the applicable Work Order.

II. TERM

2.01 DURATION

- (a) This Contract shall be effective as of the date on which it is signed by the last Party (the "Effective Date") and shall terminate upon completion of the Project, in the sole determination of the GLO, or on October 31, 2024, whichever occurs first. The GLO, at its own discretion and subject to terms and conditions mutually agreeable to both Parties, may extend the Contract for two (2) additional four (4) year terms or until the time allocated funding expires, whichever comes first.
- (b) This Contract is effective for the term specified herein. Any services Provider performs before the Effective Date or after the Contract's termination or expiration are performed at Provider's sole risk, and the GLO may choose not to compensate Provider for such services.

2.02 EARLY TERMINATION

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

2.03 ABANDONMENT OR DEFAULT

If Provider abandons work or defaults on the Contract and fails to cure such default within 30 days after receiving written notice of such default, the GLO may terminate the Contract without notice and Provider shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Provider will not be considered in any re-

solicitation of the services described herein and may not be considered in future solicitations for similar services unless the specification or scope of work changes significantly. The GLO will determine the period of suspension based on the seriousness of the abandonment or default.

III. CONSIDERATION

3.01 COMPENSATION

The GLO will compensate Provider in accordance with each applicable Work Order, if any, issued pursuant to this Contract. Such payments shall be subject to any limit on maximum allowable rates as determined by the GLO or HUD. Neither a single Work Order's consideration amount nor the cumulative consideration total of all Work Orders issued hereunder shall exceed the maximum amount available for such services, as prescribed by HUD or any governing law, for the term of this Contract.

3.02 TRAVEL EXPENSES

- (a) The GLO will not reimburse Provider for travel expenses of any kind without prior written GLO approval. The GLO will only reimburse travel expenses directly attributable to Provider's performance of this Contract and Work Orders issued pursuant to this Contract at the rates established or adopted by the Comptroller of the State of Texas, as outlined in the Travel Regulations.
- (b) Subject to the maximum amount authorized in each Work Order and upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct expenses¹ may be reimbursed under this Contract for professional or technical personnel who are working away from the cities in which they are permanently assigned, conducting business specifically authorized in writing by the GLO, and performing services not originally in the scope of services in the applicable Work Order.
- (c) The limits for reimbursements are the rates established or adopted by the Comptroller, as outlined in the Travel Regulations. **Provider understands and acknowledges that any travel expense reimbursement by the GLO is not a per diem. The GLO will only reimburse actual, allowable expenses in accordance with the Travel Regulations. Provider must submit itemized receipts to support any request for travel-expense reimbursement.**

3.03 INVOICES

At a minimum, invoices must:

- (a) be submitted to DR.billing@glo.texas.gov, unless otherwise specified by the GLO Project Manager through the issuance of a Technical Guidance Letter;

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

- (b) **prominently display “GLO Contract No. 20-187-003” and the applicable GLO Work Order number;**
- (c) list the current amount being billed;
- (d) list the cumulative amount billed previously;
- (e) list the balance remaining to be billed; and
- (f) include an itemized statement of services performed, including documentation required by Contract or Work Order (such as invoices, receipts, statements, stubs, tickets, time sheets, and other information) that, in the judgment of the GLO, provides full substantiation of reimbursable costs incurred.

3.04 PAYMENT

The Prompt Pay Act generally applies to payments to Provider. **However, the Prompt Pay Act does not apply if Provider does not send invoices that comply with this Contract to the GLO as directed in Section 3.03.** If Provider does not submit invoices in strict accordance with the instructions in this Contract, payment of invoices may be significantly delayed. The GLO will not pay interest, fees, or other penalties for late payments resulting from Provider’s failure to submit invoices in strict accordance with the instructions in this Contract.

IV. PROVIDER’S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

- (a) Provider warrants that it will perform all services under this Contract in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- (b) Provider warrants that all Deliverables it completes under this Contract will meet or exceed the standards of Provider’s trade, profession, or industry; meet or exceed the specifications set forth in the Attachments; and be fit for ordinary use, of good quality, and with no material defects.
- (c) If Provider submits Deliverables that do not meet specifications, fails to complete Deliverables timely, or fails to perform its obligations under this Contract, the GLO may require Provider, at its sole expense, to do the following:
 - (i) repair or replace Deliverables that do not meet specifications;
 - (ii) refund payment for Deliverables that do not meet specifications and accept the return of such Deliverables;
 - (iii) pay liquidated damages for each unfulfilled obligation or past-due Deliverable per each day past due in an amount to be determined by the GLO in the applicable Work Order until the GLO approves completion of said obligation or Deliverable; and/or
 - (iv) take necessary action to ensure that future performance and Deliverables meet specifications and conform to the Contract.

4.02 GENERAL AFFIRMATIONS

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

4.03 FEDERAL ASSURANCES AND CERTIFICATIONS

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

4.04 DEBARMENT AND SUSPENSION

Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this Contract by any state or federal agency.

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

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated by the Congress of the United States under the laws identified in any issued Work Orders, and allocated and administered by HUD, in accordance with Executive Order 12892 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, *et seq.*), for necessary expenditures related to the disaster relief, recovery, and mitigation purposes stated in the identified acts. The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency for the State of Texas CDBG-DR and CDBG-MIT programs. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR and CDBG-MIT programs, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for noncompliance.
- (b) **Provider must report its Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code to the GLO for use in various grant-reporting documents. A DUNS number and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov/SAM/>. Assistance with this website may be obtained by calling 866-606-8220. Each CDBG-DR and CDBG-MIT Program participant is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

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

5.03 RECAPTURE OF FUNDS

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

5.04 OVERPAYMENT

Provider shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider shall reimburse the GLO for such disallowed costs from funds other than those Provider received under this Contract. Provider must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Provider.

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

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership rights, titles, and interests in and to all Intellectual Property acquired or developed by Provider pursuant to this Contract. Such Intellectual Property includes, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Provider under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter.
- (b) Provider may use data, models, methodologies, and know-how that it already owns or licenses ("Preexisting IP") in performing the services under this Contract. Notwithstanding the delivery of any reports, Provider retains all Intellectual Property rights in Preexisting IP that it may use in connection with performance or

incorporate into any reports or other deliverables that Provider furnishes to the GLO. Provider grants to the GLO and the State of Texas a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, non-exclusive, and non-transferable license to use, distribute, display, or otherwise exploit any Intellectual Property, including Preexisting IP, invented or created by Provider and used in the performance of services under this Contract.

- (c) Provider must give the GLO, the State of Texas, and any person designated by the GLO or the State of Texas, all assistance and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.02 COPYRIGHT

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

VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

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

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Provider and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Provider shall ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
- (c) State agencies authorized to audit and inspect Provider and its records, Subcontractors, and Subcontractors' records include the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, the Texas Comptroller of Public Accounts, and their authorized designees. With regard to any federal funding, federal agencies authorized to audit and inspect Provider and its records, Subcontractors, and Subcontractors' records include any relevant federal agency, the Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, and their authorized designees.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the applicable State of Texas grant program, in accordance with federal regulations. **The GLO will notify all program participants of the date 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.**

7.04 CONFIDENTIALITY

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

7.05 PUBLIC RECORDS

Pursuant to Chapter 2261 of the Texas Government Code, the GLO shall post this Contract to the GLO's website. Information related to this Contract and its performance may be subject to the Public Information Act ("PIA") and will be withheld or disclosed in accordance therewith. GLO will provide Provider an opportunity to redact from Provider's proposal any trade secret or confidential commercial or financial information that is exempt from disclosure under the PIA before posting Provider's proposal on the GLO website. Provider shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties. Provider's failure to mark any information that it believes to be excepted from disclosure as "confidential" or a "trade secret" waives any and all claims Provider may make against the GLO for releasing such information without prior notice to Provider. Provider shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

7.06 PUBLICATION

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

VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

For the duration of each Work Order issued pursuant to this Contract, Provider must acquire and maintain insurance and/or bonds in the type, amount, and under the conditions specified in the applicable Work Order. Provider must submit to the GLO certificates of insurance and other documents necessary to establish to the GLO's satisfaction that Provider carries the types and amounts of insurance specified in the applicable Work Order. If insurance needs change or the GLO determines any policy does not comply with the terms of the applicable Work Order, Provider must secure such additional policies or coverage that the GLO may reasonably requests or that are required by law or regulation. If coverage expires during the term of a Work Order, Provider must submit renewal certificates to the GLO evidencing continuity of coverage. The GLO may terminate this Contract and/or any Work Order if Provider fails to submit evidence of the required insurance or bonds.

8.02 TAXES, WORKERS' COMPENSATION, AND UNEMPLOYMENT INSURANCE

- (a) Provider shall be solely liable and responsible for payment of Provider's and Provider's employees' taxes of whatever kind arising out of the execution or performance of the Contract. Provider must comply with all applicable state and federal 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 of Texas 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, attorneys' 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. Provider and the GLO shall furnish timely written notice to each other of any action, claim, demand, or suit described herein. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without the concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel.

8.03 LEGAL OBLIGATIONS

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

8.04 INDEMNITY

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

8.05 INTELLECTUAL PROPERTY INFRINGEMENT

- (a) Provider shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorneys' fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trademark, service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract. Provider and the GLO shall furnish timely written notice to each other of any action, claim, demand, or suit described herein. Provider shall be liable to pay all costs of defense, including attorneys' fees. Provider must coordinate its defense with the GLO and the Office of the Texas Attorney General if the GLO is a named defendant in any lawsuit arising out of the execution or performance of the Contract and any Work Orders issued under the Contract. Provider may not agree to the settlement of any such lawsuit or other claim without the concurrence of the GLO and, if applicable, the Office of the Texas Attorney General or other GLO legal counsel.
- (b) Provider shall have no liability under this section if the alleged infringement is caused in whole or in part by the following:
 - (i) use of the Deliverable or service for a purpose or in a manner for which the product or service was not designed;
 - (ii) any modification made to the Deliverable without Provider's written approval;
 - (iii) any modifications that Provider made to the Deliverable pursuant to the GLO's specific instructions; or
 - (iv) any use of the Deliverable or service by the GLO that does not conform with the terms of any applicable license agreements.
- (c) If Provider becomes aware of an actual or potential claim of Intellectual Property infringement caused by or resulting from Provider's performance of this Contract or the GLO provides Provider with notice of such claim, Provider must, at Provider's sole expense, do the following:
 - (i) procure for the GLO the right to continue to use the affected portion of the product or service or
 - (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

8.06 ASSIGNMENT AND SUBCONTRACTS

Provider must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider must

legally bind such Subcontractor to perform and make such Subcontractor subject to all of the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its Subcontractors comply with all the terms and provisions of this Contract. Provider must provide written notification to the GLO of any such Subcontractor performing fifteen percent (15%) or more of the work under this Contract. Such notification must include the name and Texas Identification Number of the Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to work on the task(s).

8.07 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ PROGRAM

Provider must notify the GLO of HUB Subcontractors performing under this Contract through the submission of an HSP to the GLO for approval. The GLO encourages the parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program. Provider must submit monthly compliance reports (Prime Contractor Progress Assessment Report) to HUB@glo.texas.gov detailing any HUB Subcontractor participation under the Contract, including expenditures to a HUB Subcontractor, if applicable. Provider must submit proposed modifications to its HSP to the GLO for prior approval through an HSP Change Order. Provider may not modify its HSP without the GLO's prior written approval. If Provider modifies its HSP without the GLO's prior written approval, the GLO may initiate remedial action as provided in Chapter 2161 of the Texas Government Code.

8.08 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract. Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Provider or any other Party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.09 COMPLIANCE WITH OTHER LAWS

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

8.10 NOTICES

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

GLO

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

Provider

SWCA, Inc.
20 E. Thomas Rd, Ste 1700
Phoenix, Arizona 85012-3127

Attention: Kevin Miller

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

8.11 GOVERNING LAW AND VENUE

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

8.12 SEVERABILITY

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

8.13 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant

shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.14 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Provider shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Provider to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE SOVEREIGN IMMUNITY BY THE GLO.**

8.15 ENTIRE CONTRACT AND MODIFICATION

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

8.16 COUNTERPARTS

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

8.17 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has the authority to enter into this Contract.

8.18 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) Provider, in performing the Contract, shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to those of products and materials produced outside Texas.
- (b) To the extent applicable, Provider 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 performance schedule in the applicable Work Order;
- (ii) in a way that meets the performance requirements specified in the Contract or applicable Work Order; or
- (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.322, 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>.

8.19 SURVIVAL OF TERMS AND CONDITIONS

The Contract's terms and conditions related to the following subjects shall survive the termination or expiration of this Contract: definitions; interpretive provisions; consideration; warranties; General Affirmations, Federal Assurances, and Federal Certifications; state funding, prohibition on debts created on behalf of the State of Texas and/or the GLO, recapture and overpayment of federal and state funds; limitation of any Provider claim for damages to the amount of funds appropriated for payment but not yet paid to Provider; ownership, Intellectual Property, and copyright; books and records; insurance; taxes; workers' compensation; unemployment insurance; records-retention methods and time requirements; inspection and audit; confidentiality; public records; indemnification and liability; infringement of Intellectual Property rights; compliance with laws; notices; choice of law and venue; severability; assignment and subcontracting; relationship of the Parties; invoice and fee verification; property rights; default; amendment; licensing and permitting; dispute resolution; information and data security; Work Orders; and merger and integration. Terms and conditions that, explicitly or by their nature, evidence the Parties' intent that they should survive the termination or expiration of this Contract shall so survive.

8.20 INFORMATION AND DATA SECURITY STANDARDS

Provider must comply with all terms specified in the **GLO Information Security Appendix**, attached hereto as **Attachment D**.

8.21 STATEMENTS OR ENTRIES

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.

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.

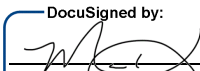
Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Provider representative hereby declares that he/she has examined this Contract and Attachments, including (without limitation) the Solicitation and Solicitation Response, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Provider are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

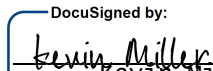
**SIGNATURE PAGE FOR GLO CONTRACT NO. 20-187-003
ENVIRONMENTAL SERVICES CONTRACT**

GENERAL LAND OFFICE

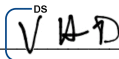
SWCA, INC.


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
Mark A. Havens, Chief Clerk /
Deputy Land Commissioner
Date of execution: 8/20/2020


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
Kevin Miller
Name: Kevin Miller
Title: Vice President
Date of execution: 8/19/2020

OGC 

PM 

SDD 

DGC 

GC 

ATTACHED TO THIS CONTRACT:

ATTACHMENT A – REQUESTED SERVICES

ATTACHMENT B – FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT C – GENERAL AFFIRMATIONS

ATTACHMENT D – GLO INFORMATION SECURITY APPENDIX (CDBG)

INCORPORATED BY REFERENCE:

SOLICITATION

SOLICITATION RESPONSE

REQUESTED SERVICES

Provider shall perform, or cause to be performed, comprehensive environmental services to facilitate mitigation and disaster recovery efforts administered by the GLO pursuant to the CDBG-MIT and CDBG-DR Action Plans. Provider shall perform environmental services necessary for the completion of environmental reviews as required in 24 C.F.R. Part 58, which may include providing technical assistance, monitoring services, and quality control services to facilitate various housing, infrastructure, and/or mitigation activities administered by the GLO.

Each task and Deliverable due under this Agreement will be authorized in a written Work Order executed by the GLO and Provider. Multiple Work Orders may issue under the Contract, and multiple tasks and Deliverables may be authorized in a single Work Order. The GLO makes no guarantee of Work Order volume or usage under this Contract.

I. Project Tasks

The Provider shall perform, at a minimum, the following environmental services at the discretion of the GLO:

1. Develop standard operating procedures (SOP) regarding environmental services to be performed by Provider and submit such procedures to the GLO for approval. Provider shall revise SOP as necessary throughout the term of the Contract.
2. For each CDBG-DR/CDBG-MIT activity, determine the level of environmental review required—i.e. Exempt; Categorical Exclusion Not Subject To 24 C.F.R. 58.5 (CENST); Categorical Exclusion Subject To 24 C.F.R. 58.5 (CEST); Tiered/Broad and Site Specific Environmental Reviews; Environmental Assessment (EA); Re-evaluations; and/or Environmental Impact Statements (EIS), if needed.
3. Perform environmental review(s) of an assigned CDBG activity based on the required level of environmental review determined in Project Task 2, above.
4. Prepare, publish, produce, and/or review the environmental clearance documents for the Environmental Review Record (ERR) based on the performance of Project Tasks 2 and 3, above.
5. If preparing and conducting an environmental review or Re-evaluation, provide all documentation to support the environmental findings and environmental clearance as described in 24 C.F.R. part 58, which may include, but is not limited to, the following:
 - a. Environmental review documentation for an activity that is exempt or categorically excluded not subject to 24 C.F.R. 58.5, including activity description, written determination supporting exemption or exclusion, and any other supporting documentation, as required by the GLO, and in HUD's most recent format

[\(https://www.hudexchange.info/resource/3141/part-58-environmental-review-exempt-or-censt-format/\)](https://www.hudexchange.info/resource/3141/part-58-environmental-review-exempt-or-censt-format/));

- b. Environmental review documentation for an activity that is CEST, as required by the GLO, in HUD's most recent CEST format (<https://www.hudexchange.info/resource/3139/part-58-environmental-review-cest-format/>) and/or environmental review documentation for an activity that is EA, as required by the GLO, in HUD's most recent EA format (<https://www.hudexchange.info/resource/3140/part-58-environmental-assessment-form/>);
- c. ASTM Phase 1 Environmental Site Assessment (ASTM Phase I ESA) documentation;
- d. Published early and final floodplain and/or wetland notices with supporting affidavit and proof of publication;
- e. Notice to Interested Parties;
- f. Finding of No Significant Impact (FONSI)/Request for Release of Funds (RROF);
- g. Notice of Intent (NOI)/Request for Release of Funds (RROF);
- h. Authority to Use Grant Funds (AUGF);
- i. Completed HUD RROF Form 7015.15;
- j. All documentation confirming agency approval; and/or
- k. Any other ERR documentation as requested by GLO.

Final CEST and EA must include all completed regulatory coordination, completed publications, notices to interested parties, and/or all Project specific required documentation, as applicable. Such documentation for the final EA and CEST may include, but is not limited, to the following: CEST/EA environmental review documentation in format described in Project Task 5; completed ASTM Phase 1 ESA; published early and final floodplain and/or wetland notices with supporting affidavit and proof of publication, as required; all documentation confirming agency approval; published FONSI/RROF or NOI/RROF; and completed HUD RROF Form 7015.15.

6. If conducting a review of an ERR, provide all documentation to support the findings and ensure compliance, including, but not limited to, comments and/or revision requests.
7. Provide GIS data for the individual Project area and submit such data to the GLO or RE, as applicable, in the standard format required by the GLO for a CEST ERR, EA ERR, Re-evaluations and/or an EIS.

8. Secure all permits, as required. Permits may be associated with the following: noise pollution; air and water quality; wetlands and floodplains; hazardous materials; socioeconomic and environmental justice; biological resources; threatened and endangered species geological areas; contamination and toxic substances; and/or cultural or historic resources.
9. Prepare, conduct, or review any technical reports, special studies, additional assessments, and/or site/field surveys requested by GLO, which may include, but are not limited to: ASTM Phase I and II Environmental Site Assessments; Biological Assessments; Noise Assessments; Wetland Delineation Reports; Section 106 Cultural Resources Investigation Reports; USFWS Section 7 coordination; USACE Individual Permits, asbestos surveys, lead-based paint and mold assessments, archeology studies, architectural reviews, etc.
10. As requested by GLO, prepare written responses to public comments received during the public comment phase of the environmental review, to a state or federal agency's request requiring further studies, and/or to comments from public or private entities and submit to GLO for approval. Coordinating with the GLO, incorporate all approved written responses into the ERR.
11. Coordinate with vendors, construction personnel, and local, state, and federal regulatory agencies to ensure Project compliance and to facilitate environmental clearance. Duties may include conducting field inspections.
12. Maintain the ERR in the GLO system of record.
13. Provide training, technical assistance, guidance, and interpretation of HUD/NEPA laws, regulations, policies, procedures, and requirements to Provider's staff, Subrecipients, GLO's staff, and any other service providers, as requested by GLO.
14. Support and participate in audits conducted by the GLO, HUD, any contracted auditors, or other authorized entities.
15. Participate in weekly in-person or teleconference meetings, as requested by the GLO, to monitor the progress of Provider's work and the overall direction of the Project.
16. Participate in monthly meetings regarding program status, significant issues, lessons learned, and items needing to be addressed, as requested by the GLO.
17. Prepare and submit monthly reports detailing program status, significant issues, lessons learned, and items that need to be addressed.
18. Respond to correspondence from the GLO and other vendors within 24 hours and provide comprehensive, written answers within 72 hours of requests by the GLO.
19. Provide GLO with an organizational chart and resumes of Provider's staff and key subcontractors, as requested by the GLO. Provider shall staff or have access to subject

matter experts appropriately trained in all relevant specialty resource areas. Specialists include, but are not limited to, the following: a Section 404 USACE permitting and Wetland Delineation specialist; a Secretary of the Interior (SOI)-qualified specialist to perform Section 106 Cultural Resource Investigations and Reports; and a Threatened and Endangered Species specialist to conduct Section 7 reviews, as required, etc.

20. Assist the GLO and Subrecipients with any additional environmental services that may arise during the life of Provider's Contract with the GLO.

II. Project Deliverables

1. One (1) set of standard operating procedures (SOP) and any revisions, if applicable, regarding environmental services to be performed, as described in Project Task 1 above.
2. For environmental reviews and Re-evaluations, all documentation required for the ERR to support the performance of the environmental reviews as described in Project Tasks 2-5 above:
 - a. Exempt and CENST:
 - i. One (1) written environmental review for an activity that is exempt or categorically excluded not subject to 24 C.F.R. 58.5, including activity description, written determination supporting exemption or exclusion, and any supporting documentation, as required by the GLO, and in HUD's most recent format (<https://www.hudexchange.info/resource/3141/part-58-environmental-review-exempt-or-censt-format/>).
 - b. CEST or EA:
 - i. One (1) written CEST environmental review, as required by the GLO, in HUD's most recent CEST format (<https://www.hudexchange.info/resource/3139/part-58-environmental-review-cest-format/>), as required by the GLO, or one (1) written EA environmental review, in HUD's most recent EA format (<https://www.hudexchange.info/resource/3140/part-58-environmental-assessment-form/>), as required by the GLO;
 - ii. One (1) ASTM Phase 1 ESA, as required, and for all multi-family Projects;
 - iii. One (1) early floodplain notice and one (1) final floodplain notice and/or wetland notice, with supporting affidavits and proofs of publication;
 - iv. Governmental agency approval documentation, as required by the GLO;
 - v. One (1) FONSI/RROF or NOI/RROF, as applicable and including supporting affidavit and proof of publication;

- vi. Completed HUD RROF Form 7015.15;
 - vii. GIS data in standard format, as required by the GLO;
 - viii. Permit(s);
 - ix. Assessment(s); and/or
 - x. Any other supporting documentation, as required by the GLO.
- c. Tiered/Broad Review & Site-Specific Review:
- i. All written documentation required to complete the ERR pursuant to 24 C.F.R. 58.38;
- d. EIS:
- i. All written documentation required to complete the ERR pursuant to 24 C.F.R. 58, Subparts F and G; and
 - ii. GIS data in standard format, as required by the GLO.
- e. Re-evaluation:
- i. One (1) written, supporting memorandum, detailing the findings of the Re-evaluation (if no further action recommended in Re-evaluation process) pursuant to 24 C.F.R. 58.47.
- f. Any additional environmental review documentation for the different levels of environmental review, as required by the GLO.
3. For reviews of the ERR as described in Task 6, all documentation required to support environmental compliance, including, but not limited to, comments/revision requests.
4. Written responses to any comments received during comment phase of the environmental review, as described in Project Task 10, above.
5. Training sessions, materials, training schedules, and attendance records for training relating to HUD/NEPA laws, regulations, policies, procedures and requirements.
6. Ongoing Deliverables shall be:
- a. Attendance at weekly in-person or teleconference meetings, as requested by the GLO;
 - b. Monthly written reports detailing program status, significant issues, research conducted, and any other items that need to be addressed;

- c. Attendance at monthly meetings regarding program status, significant issues, research conducted, and items that need to be addressed, as requested by the GLO; and
- d. Agenda, meeting minutes, and attendance sheet per meeting and near real-time access to individual Project statuses.

III. SCHEDULE FOR SUBMISSION OF ENVIRONMENTAL REVIEW(S)

With respect to preparing CEST and/or EA ERRs, Provider shall submit to the GLO or Responsible Entity (RE), as applicable, the final CEST within 60 days of the issuance of the NTP by the GLO and/or the final EA within 90 days of the issuance of the NTP by the GLO, within the document receipt timeframes below. With respect to reviewing ERRs, provide comments/revision requests to the GLO or Responsible Entity (RE), as applicable, within the document receipt timeframes below.

<u>ENVIRONMENTAL REVIEW RECORD (ERR)</u>	<u>Days from Issuance of NTP if Preparing</u>	<u>Days from Issuance of NTP if Reviewing</u>
Exempt	5 Days	2 Days
CENST	5 Days	3 Days
CEST	60 Days*	6 Days*
EA	90 Days*	8 Days*
Re-Evaluation	45 Days*	5 Days*
Tiered/Broad & Site-Specific Review	90 Days*	10 Days*

*May be extended by GLO if Project constraints warrant additional time.

IV. PROVIDER RESPONSIBILITIES

- A. Provider shall notify the GLO immediately in writing of any conflict of interest or potential conflict of interest over the contract term.
- B. Provider shall submit invoices in the format required by GLO and shall submit such invoices only when the environmental service(s) are completed and approved by the GLO Project Manager.

V. GLO RESPONSIBILITIES

- A. The GLO shall provide management oversight of Provider's services, including designation of a qualified GLO employee as Project Manager.
- B. The GLO shall ensure access to necessary GLO information to allow Provider to perform contract requirements.
- C. The GLO shall ensure access to GLO staff and subject matter experts as applicable to the Project.

- D. The GLO shall pay Provider for any approved environmental service(s) the GLO receives and accepts during the contract period.

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ASSURANCES – NON-CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0007

Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  <small>13210FC3825245D...</small>	TITLE Vice President
APPLICANT ORGANIZATION SWCA, Inc.	DATE SUBMITTED 8/19/2020

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87***

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

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance:

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

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

SWCA, Inc.

20-187-003

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Kevin Miller

Vice President

SIGNATURE

DocuSigned by:

Kevin Miller

13210FC3825245D...

DATE

8/19/2020

* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2022

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

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

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

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

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

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

General Affirmations

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

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

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or

settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. 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.
 13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
 14. Provider certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date

of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.
18. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Provider further represents and warrants that if a former employee of the GLO was employed by Provider within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Provider that the employee worked on while employed by the GLO.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER

FULLFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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

23. TO THE EXTENT ALLOWED BY LAW, PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE

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

24. Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.
29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Provider expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Provider represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance

with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Provider certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Provider within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
34. 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 Fraud Reporting hotline at (877) 888-0002.
35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and Provider agrees that the Contract can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.
36. 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.
37. 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.

GLO Information Security Appendix (CDBG)

1. Definitions

“Breach of Security” means a Computer Security Incident, or any Privacy Incident involving PII and/or SPI, that is in the possession and/or control of the Provider or any entity with which the Provider shares GLO data, notwithstanding whether such incident is the result of a negligent or intentional act or omission on part of Provider and/or aforementioned entities.

“Computer Security Incident” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data including data that is encrypted if the person accessing the data has the key required to decrypt the data. The term encompasses both suspected and confirmed Computer Security Incidents involving GLO Data which raise a reasonable risk of harm to the GLO or to an individual.

“GLO Data” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that the Provider obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO data does not include other information that is lawfully made available to the Provider through other sources.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code 521.002(a)(1).

“Privacy Incident” means an incident that occurs when there is a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or failure to secure PII or SPI, whether physical or electronic, or when authorized users access PII or SPI for an unauthorized purpose. The term encompasses both suspected and confirmed incidents involving PII or SPI which raise a reasonable risk of harm to the GLO or to an individual.

“Provider” means the subrecipient, grantee, vendor, or entity that is a Party to the Contract other than the GLO.

“Sensitive Personal Information” or “SPI” means the personal information identifying an individual as defined at Tex. Bus. & Com Code 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Provider shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”)

Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

- 2.4. Provider will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Provider shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Provider's subcontractor(s).
- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Provider will not share GLO Data with any third parties, except as necessary for the Provider's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally handle PII and/or SPI on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Provider or any subcontract must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all GLO data, which includes PII and/or SPI, disclosed to Provider or to which the Provider otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO data, in any form, provided to Provider ceases to be necessary for Provider's performance under the Contract, Provider shall within fourteen (14) days thereafter securely return such GLO data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Provider's possession or control and certify to the GLO that such tasks have been completed. Provider agrees to provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Provider agrees to take all reasonably feasible, physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.
- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible, but in no event shall notification occur later than 24 hours upon discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Provider will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, including but not limited to, Social Security Numbers, payment card information, or health information, the Provider agrees, at the discretion of the GLO, to notify affected individuals of such Breach and to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Provider's compliance with this Attachment, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Provider awards.

- 6.2 At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential and privileged.



AMENDMENT NO. 1 TO GLO CONTRACT NO. 20-187-003

THE GENERAL LAND OFFICE (the "GLO") and SWCA, INC ("Provider"), each a "Party" and collectively "the Parties" to GLO Contract No. 20-187-003 (the "Contract"), desire to amend the Contract. Therefore, the Parties agree as follows:

1. SECTION 2.01 (a) of the Contract is amended to reflect a termination date of **October 31, 2028**.
2. SECTION 5.01(b) of the Contract is deleted in its entirety and replaced with the following:

“(b) Provider must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Provider must report its UEID and CAGE code to the GLO for use in various reporting documents. A UEID and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. Provider is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.”
3. ARTICLE VI. of the Contract is deleted in its entirety and replaced with the following:

“VI. OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- (a) The GLO shall own, and Provider hereby irrevocably assigns to the GLO, all ownership rights, title, and interest in and to all Intellectual Property acquired or developed by Provider pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Provider under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter. Provider agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other expressive content acquired or developed by Provider pursuant to this Contract is a “work made for hire” under the United States Copyright Act of 1976. If, for any reason, any expressive content subject to

copyright protection or any portion of such expressive content is not a work made for hire, Provider hereby irrevocably assigns to the GLO ownership of all rights, title and interest in and to such expressive content or such portion of such expressive content. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the expressive content and all rights associated with the copyright, including reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the expressive content in all formats and media now known or developed in the future.

- (b) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.”

4. **SECTION 8.10** of the Contract is deleted in its entirety and replaced with the following:

“NOTICES

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

GLO

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

Provider

SWCA, Inc.
10245 West Little York Road, Suite 600
Houston, Texas 77040
Attention: Michael S. Crow

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

5. **ATTACHMENT B** to the Contract, **Federal Assurances and Certifications**, is deleted in its entirety and replaced with the **Revised Federal Assurances and Certifications**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT B-1**.
6. **ATTACHMENT C** to the Contract, **General Affirmations**, is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-1**.
7. This Amendment shall be effective upon the date of the last signature.

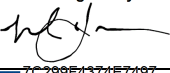
8. The terms and conditions of the Contract not amended herein shall remain in force and effect.


SIGNATURE PAGE FOLLOWS




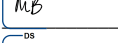


**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT NO. 20-187-003**

GENERAL LAND OFFICE

SWCA, INC.

DocuSigned by:

7C299F4374E7497...
Mark A. Havens
Chief Clerk
Date of execution: 9/14/2023

DocuSigned by:

D425CEAE092E4557...
Name: Michael S. Cow
Title: Senior Vice President
Date of execution: 9/12/2023

- OGC 
- PM 
- SDD 
- DGC 
- GC 
- DLC 

ATTACHED TO THIS AMENDMENT:

ATTACHMENT B-1 – Revised Federal Assurances and Certifications

ATTACHMENT C-1 – Revised General Affirmations

ASSURANCES – NON-CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0007
 Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  <small>B425CEAED82F455</small>	TITLE Senior Vice President
APPLICANT ORGANIZATION SWCA, Inc.	DATE SUBMITTED 9/12/2023

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87****Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance:

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

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

NAME OF APPLICANT

SWCA, Inc.

AWARD NUMBER AND/OR PROJECT NAME

20-187-003

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Michael S. Cow

Senior Vice President

SIGNATURE

DocuSigned by:



D425CEAED92F456...

DATE

9/12/2023

* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-voll/CFR-2011-title24-voll-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2025

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

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

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

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.

	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

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

GENERAL AFFIRMATIONS

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

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

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

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

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- The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Provider seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Provider. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Provider. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Provider under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Provider does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Provider verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become

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

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

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

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

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

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

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

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

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

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

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

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

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

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