



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

STATEMENT OF WORK

The purpose of this Statement of Work (“SOW”) is to properly define project-specific deliverables, activities, timelines, and business-related needs and requirements for the project described herein with the Texas General Land Office (GLO), an agency of the State of Texas.

PROJECT TITLE	RRAC System Support
AGENCY MISSION	Asset Enhancement
PROJECT OBJECTIVE	Vendor shall provide operational and application support for the Royalty Reporting and Control system and environment on the AWS cloud computing platform.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

CONTENTS

About This Engagement 4

Goals and Approach 4

Background Information 5

About the Land Office 5

Project Background 5

Project Scope and Requirements 5

General Cloud Computing Requirements 6

Common Technical Requirements 8

Additional Information Security Requirements 9

Deliverables 10

Description of Deliverables 10

Deliverables Cost Schedule 15

Submitting, Evaluating, and Accepting Deliverables 17

Additional Items 18

Texas General Land Office Contacts 19

Signatures and Effective Term 20

Appendices 21

 Appendix A – IT Policy: Acceptable Use 22

 Appendix B – IT Policy: Vendor Access to Information Resources 24

 Appendix C – Confidentiality and Non-Disclosure Agreement 26

 Appendix D – Vendor Essentials: Assumptions & Commitments 29

 Appendix E – Work Environment 31

 Appendix F – Project Management 32

 Appendix G – Agency Business 34

 Appendix H – GLO Terms and Conditions 36

 Appendix I – Architecture, Development, and Technology Standards 44

 Appendix J – GLO Information Security Standards 49

 Appendix K – Definitions, Acronyms, and Abbreviations 52

 Appendix L – Royalty Reporting and Control System Overview 56



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Appendix M – Reporting Deadlines for Fiscal Year 2022	59
-------------------------------------------------------------	----



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

ABOUT THIS ENGAGEMENT

GOALS AND APPROACH

The Texas General Land Office (“GLO” or “Customer”) and RFD & Associates, Inc. (“Vendor”), each a “Party” and collectively “the Parties,” enter into this Statement of Work (“SOW”) pursuant to Texas Department of Information Resources (“DIR”) Contract No. DIR-TSO-4235 (the “DIR Master Contract”) for Vendor to provide operational support for the GLO’s Royalty Reporting and Control (RRAC) environment in Amazon Web Services (AWS) and application development and support services for the RRAC system.

The Vendor shall manage and monitor the performance of the RRAC system and any service or other operational components provided in the AWS environment. The Vendor must provide a team with the required skillset and the necessary tools to administer, secure, and support the RRAC system and AWS environment.

The services provided in this statement of work include the operational support structured as monthly sprints and the additional support services structured as change hours. The additional support services include application development services and supplemental technical services for work that falls outside the scope of the operational support services.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

BACKGROUND INFORMATION

ABOUT THE LAND OFFICE

The Texas General Land Office has a diverse mission that includes managing a multi-billion-dollar real estate trust that generates revenue to support public education, providing benefits to Texas veterans, responding to oil spills and protecting natural resources along the Texas coast, managing programs that help Texans recover from natural disasters, and overseeing historic treasures like the Alamo.

PROJECT BACKGROUND

As a part of generating revenue on behalf of the state of Texas, the GLO leases state-owned lands to private companies for oil and gas production. These companies are required to file reports to the GLO detailing the oil and gas they produce each month. The Royalty Reporting and Control System (RRAC) is a custom-built web application that processes oil and gas production and payment reports that are submitted by private companies to the GLO. The system was designed and developed by the GLO in 2011 and includes an application, reporting components, and data integration to other GLO applications. Originally hosted in the agency data center on-premise, the application was migrated to the AWS cloud computing platform in 2019. Some reporting components and the data integrations to other GLO applications are hosted on-premise.

The overarching goal of this SOW is for Vendor to monitor, maintain, support, and enhance the RRAC system hosted in the GLO AWS environment.

PROJECT SCOPE AND REQUIREMENTS

This SOW specifies the services and deliverables required from the Vendor to provide RRAC system and AWS environment support. At a high level the Vendor must:

- Monitor the application and its operating environment to ensure stable and consistent performance and availability.
- Maintain the application and its operating environment to ensure it meets the Customer's business, technology, and security objectives.
- Provide immediate communication to designated Customer Representative for severity level incidents 1 and 2.
- Enhance the application by providing change hours to support changes and enhancement to the system, as directed by the GLO.

The Vendor must ensure that the following services are provided for the RRAC application. Some specific examples include but are not limited to:

- Server and/or service installation, support, and maintenance in the Hosted Environment,
- Server and/or service software installation, upgrades, support, and maintenance for infrastructure,



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

- Middleware, application utility, and database (for in-scope services),
- System administration for all in-scope server software and/or services,
- Production control (batch scheduling, job scheduling),
- Storage management,
- Database administration,
- Capacity planning,
- Disaster recovery planning and testing for production RRAC system,
- Manage distinct, synchronized development, test, and production environments,
- Support and maintenance for the network environment within the Customer's AWS environment,
- Document that security vulnerabilities are remediated,
- Incident management, change management, configuration management, and release management.

The Vendor shall provide these services in support of the requirements specified below. The requirements are divided into the following categories:

- General Cloud Computing Requirements – specifies general requirements for the Hosted Environment.
- Common Technical Requirements – specifies the technical requirements for support of the RRAC system and AWS environment.

GENERAL CLOUD COMPUTING REQUIREMENTS

The Vendor shall support an AWS environment that aligns to the following General Cloud Computing Requirements as described in Table 1 below.

Table 1: General Cloud Computing Requirement

Cloud Characteristic	Definition	General Requirement
Hosted Environment	The Hosted Environment refers to all servers, services, networks, network devices and associated services necessary to support the RRAC system in the AWS environment.	Vendor will administer, manage, and coordinate the implementation and delivery of Hosted Environment to support the RRAC system. The Vendor will administer, coordinate and document support from AWS as necessary.
Measurement and Monitoring	Measurement and monitoring refer to the Vendor monitoring performance of the Hosted Environment	Vendor will perform system monitoring to provide consistent and measurable availability and performance of the Hosted Environment.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Cloud Characteristic	Definition	General Requirement
		<p>Vendor will provide a monthly usage and utilization report to the Customer Representative. Additional information may be requested by the Customer.</p>
<p>Security</p>	<p>Security includes establishing security measures, monitoring, detecting, reporting, correcting, and preventing any suspected or confirmed security/privacy incident.</p>	<p>Vendor will work with Customer and AWS to secure data and information associated in the Hosted Environment. Vendor will work with the Customer to define and implement security measures to mitigate the security risks.</p> <p>Vendor will create a Data Security Plan that describes the procedures taken to safeguard the Hosted Environment including customer data. Data Security Plan must align with the GLO security requirements included in Appendix J.</p>



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

COMMON TECHNICAL REQUIREMENTS

The Vendor shall provide a solution (the “Solution”) that aligns to the following technical requirements as described in Table 2 below. (List provided is not all inclusive)

Table 2: Service Management and Provisioning Requirements

Cloud Characteristic	List of Requirements
Access Management	Vendor will implement user access control to the Hosted Environment. Vendor will implement appropriate controls in the AWS environment to ensure that access to the environment is limited to appropriate locations/networks in use by the Vendor and Customer.
Service Level Agreement Management	<p>The Hosted Environment service level agreement is divided into two parts – reporting periods and interim periods. There are two reporting deadlines each month. The reporting period refers to the three days prior to a reporting deadline and the one day after the reporting deadline. The interim period refers to the days in between each of the reporting period. Specific information on the reporting deadline and reporting periods can be found in Appendix K and Appendix M.</p> <p>For the reporting periods, the Hosted Environment must be available at least 99.88% of the time starting at 6:00am on the first day of the reporting period and ending at 8:00pm on the last day of the reporting period.</p> <p>For the interim period, the Hosted Environment must be available at least 99% of the time during normal business hours for the GLO. The GLO normal business hours are 7:00 a.m. to 7:00 p.m., Austin, Texas time, Monday through Friday.</p> <p>Each interim period includes hours outside GLO normal business hours (evenings and weekends) that can be used for scheduled maintenance. Hosted Environment downtime for planned maintenance must be coordinated and scheduled with the Customer in advance of the maintenance being performed.</p> <p>Any time the RRAC system is unavailable and the interruption in service is not a part of planned maintenance, it is unscheduled downtime.</p> <p>Availability is to be calculated at the end of each month and is calculated separately for reporting periods and interim periods. Availability is calculated as available hours minus unscheduled downtime divided by available hours, whereas available hours equals the total number of hours in a reporting or interim period.</p> <p>EXAMPLE:</p> <p>Available hours for the reporting periods = 220 hrs Unscheduled downtime for reporting periods = .25 hrs</p>



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Cloud Characteristic	List of Requirements															
	<p>$(220-0.25) \div 220 = 99.88\%$</p> <p>Failure to meet the defined service level agreement (SLA) for reporting periods shall result in compensation to the Customer of 10 change hours for every hour below target.</p> <p>Failure to meet the defined SLA for interim periods shall result in compensation to the Customer of 5 change hours for every hour below target.</p> <p>Change hours compensated as part of a failure to meet the defined SLA will be added to the balance of change hours for Additional Support Services.</p>															
Operational Management	<p>Vendor must support Severity level 1 incidents 24 hours per day, 7 days per week, and 365 days per year. Vendor must support Severity level 2 – 4 incidents between 8:00 a.m. and 5:00 p.m., Austin, Texas time, Monday through Friday unless otherwise agreed to in writing by the GLO Project Manager or as needed to support 24 x 7 portal operations. The following are the current targets for Vendor response and resolution for incidents based upon severity:</p> <table border="1"> <thead> <tr> <th>Severity</th> <th>Target Response Time</th> <th>Target Resolution</th> </tr> </thead> <tbody> <tr> <td>1 – Blocker</td> <td>1 hour</td> <td>2 hours</td> </tr> <tr> <td>2 – Critical</td> <td>4 hours</td> <td>1 day</td> </tr> <tr> <td>3 – Major</td> <td>8 hours</td> <td>5 days</td> </tr> <tr> <td>4 – Minor</td> <td>24 hours</td> <td>7 days</td> </tr> </tbody> </table>	Severity	Target Response Time	Target Resolution	1 – Blocker	1 hour	2 hours	2 – Critical	4 hours	1 day	3 – Major	8 hours	5 days	4 – Minor	24 hours	7 days
Severity	Target Response Time	Target Resolution														
1 – Blocker	1 hour	2 hours														
2 – Critical	4 hours	1 day														
3 – Major	8 hours	5 days														
4 – Minor	24 hours	7 days														
Disaster Recovery	<p>Vendor will work with the Customer to define the backup and recovery measures for the Hosted Environment. Vendor will perform an assessment and work with the Customer to define the Recovery Point Objective (RPO) and Recovery Time Objective (RTO).</p>															
Data Management	<p>Vendor will maintain a comprehensive data security policy which will include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of GLO data: Requirements requested by the Customer; security and confidentiality maintained by Vendor for its own information of a similar nature; and generally accepted security standards.</p>															

ADDITIONAL INFORMATION SECURITY REQUIREMENTS

Refer to [Appendix J](#), for additional details on GLO Information Security Requirements.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

DELIVERABLES

DESCRIPTION OF DELIVERABLES

DELIVERABLE: OPERATIONAL SUPPORT SERVICES

The Operational Support Services deliverable covers the services provided by the Vendor detailed under the [Project Scope and Requirements](#). The Operational Support Services deliverable is structured as a monthly sprint, is paid monthly, and invoiced at the end of each service month. Prior to submitting an invoice, the Vendor must submit a status report detailing all support activities conducted during the month.

DELIVERABLE: ADDITIONAL SUPPORT SERVICES

The Vendor must provide change hours for Additional Support Services to support feature enhancements and other changes that are outside the scope of normal maintenance and operations.

Additional Support Services may be initiated by either the Customer or the Vendor. The Customer and Vendor will mutually determine a timeline for the Vendor to provide a Work Order, as defined by the GLO. Vendor must present any additional support services as a Deliverables-Based IT Service (DBITS) at a firm fixed price with the associated detailed level of effort. The Work Order document will include at a minimum a description of the deliverables, a defined completion schedule, and an estimated number of hours. The Work Order will be signed by the Customer Representative or designee and the Vendor Project Manager. The Customer will confirm acceptance of the deliverables.

Application Development Services

The Vendor must provide application development or engineering services to address defects or provide enhancements to the RRAC system.

Supplemental Technical Services

For work considered outside the scope of the Operational Support Services, the Vendor may provide supplemental technical services of systems and software to enhance supportability where the Customer requires additional expertise with software administration, system monitoring and tuning, unsupported legacy OEM software products, legacy custom software solutions, and other support services mutually agreed to between the Parties.

MANAGEMENT PLANS

The Vendor must prepare the management plans specified in Table 3 below to document Vendor and Customer responsibilities under this SOW. Each management plan constitutes a separate deliverable and must be updated by Vendor throughout the life of the contract. The management plans must be maintained by the Vendor and be made available to the Customer.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Table 3: Management Plans and First Draft Due Dates

Sections	Due Date
RRAC Management Plan	40 business days after contract execution
Disaster Recovery Plan	60 business days after contract execution
Incident Management Plan	20 business days after contract execution
Change Management Plan	50 business days after contract execution

DELIVERABLE: RRAC MANAGEMENT PLAN

RRAC support is provided by Vendor for all components included in the Hosted Environment. For incidents identified as originating in the Customer environment, the Vendor may be required to participate in troubleshooting activities to identify and resolve the problem(s).

The Vendor must provide a RRAC Management Plan that must include the following:

Release Management

All system and software configuration updates will be made in accordance with a release management plan produced by the Vendor and approved in writing by the Customer Representative. The release management plan must include a remediation plan to address a release failure or incident.

AWS Environment Support

The Vendor must perform updates and configuration changes to AWS services or modules necessary to support the RRAC application, in accordance with the release management plan.

DELIVERABLE: DISASTER RECOVERY PLAN

The Vendor must provide a disaster recovery plan for the RRAC application capable of meeting the recovery time objective (RTO) and service level agreement (SLA). The Vendor shall identify the recovery time objective (RTO) in the disaster recovery plan, based on an assessment performed by the Vendor.

The disaster recovery plan must include, at a minimum:

1. approach for developing the disaster recovery plan
2. documented processes and procedures
3. approval matrix for the plans process and procedures
4. contact information for all roles in the plan
5. notification and reporting procedures

The disaster recovery plan must comply with all DIR standards, including the National Institute of Standards and Technology (NIST) Special Publications 800-34 (<http://csrc.nist.gov/publications/nistpubs/800-34/sp800-34.pdf>)



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

and 800-66 Section 4.7 (<http://csrc.nist.gov/publications/nistpubs/800-66/SP800-66.pdf>), and must be tested annually in accordance with applicable laws

DELIVERABLE: INCIDENT MANAGEMENT PLAN

The Vendor must provide an Incident Management Plan that includes a comprehensive strategy for identifying, assessing, reporting, managing, and resolving unplanned incidents where the RRAC application is performing below the service level targets specified in the section titled Service Level Agreement.

Identification of Incident by either the Customer or the Vendor shall be sufficient to trigger the Incident Management Plan. The Vendor will establish a plan and timeline for resolution of an incident. If all efforts between the Vendor and the Customer fail to resolve the incident within the stated timeline and to the Customer's satisfaction, the Customer may escalate the incident to the Vendor's management and Customer's management. The Customer representatives and the Vendor's management will establish a resolution.

The Vendor must maintain a log of all incidents accessible by the Customer. Incidents will be resolved according to their severity level as described in the table below.

DELIVERABLE CHANGE MANAGEMENT PLAN

The Vendor must provide a change management plan (CMP) that provides a comprehensive strategy to manage changes to the RRAC application and Hosting Environment. The strategy must include how changes will be proposed, reviewed, tracked, and approved. The strategy must also address how change requests will be analyzed and presented, schedule impact, quality, and cost structure.

The change control process will be initiated by formal change requests. A change request may be initiated by either Party, but it is anticipated that most will be prepared and submitted by the Vendor. All changes must be submitted to the Customer's change approval board (CAB) and a monthly change management report must be presented to the Customer.

OPTIONAL DELIVERABLE: APPLICATION PROFILE REPORT

This deliverable is optional and is recommended to properly establish a baseline for the environment and identify areas that need to be addressed as part of the Additional Support Services.

If the GLO authorizes this optional deliverable, the Vendor must conduct performance profiling of the application and platform to establish the current performance profile of the application on the AWS environment.

Vendor must establish and document the baseline profile of the application/platform from a performance, capacity model, transaction quality, and I/O design efficiency perspective. Vendor must ensure any identified



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

metrics, resource counters, instrumentation, or tools will be re-used by ongoing monitoring or performance assessments after the initial application profile has been completed.

Vendor must review findings with the Customer and determine necessary decisions on any remediations.

Vendor's measurements of the system must establish the following profile characteristics:

Characteristic	Definition / Scope
Capacity assessment	<p>Vendor must assess each part of system to determine transaction and component impact relative to currently allocated resources (compute, I/O, memory, storage).</p> <p>Vendor must identify how much system resources are being used by the application based upon # of users per key use case to assess baseline consumption for assessing capacity model.</p> <p>Vendor must establish "low", "normal", and "heavy" load thresholds of the resource consumption to determine if scale up / down of platform resources are warranted.</p> <p>Information will: serve our ability to monitor and establish thresholds; and help with tuning of the application, application frameworks or system components.</p>
I/O Assessment	<p>Vendor must assess inefficiencies in code and component design to identify any I/O paths or component state which may be sources of bottlenecks, are non-resilient, or have unreliable calling patterns.</p> <p>Bottlenecks may be due to load characteristics, resource availability, call latency, concurrency problems, or code/component inefficiencies.</p> <p>Information will: serve our ability to monitor and establish alerts around low performing components, I/O latency and other metrics; help identify code blocks or system design which could be improved; and assist in identifying locations where code instrumentation may be needed to properly monitor the application.</p>
Workload assessment	<p>Vendor must assess capacity model of end to end system to determine the load and quality of workload processing. Vendor's measurements must consider peak and non-peak times of day across both the reporting and non-reporting windows to sample.</p>



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Characteristic	Definition / Scope
	<p>Vendor must establish “low”, “normal”, and “heavy” load thresholds of the application to determine if scale up / down of platform resources are warranted.</p> <p>Information will: serve our ability to monitor and establish thresholds rules; and help establish when systems can be put into a low / offline mode to reduce “always on” behaviors which can reduce costs of non-used compute resources.</p>



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

DELIVERABLES COST SCHEDULE

Vendor shall begin work on the project on a date mutually agreed to in writing by the Customer and Vendor.

The Customer shall compensate Vendor in accordance with Table 4 below. The Customer and Vendor may amend any part of this SOW by mutual written agreement executed by each Party's authorized representative, due to changes in scope, unforeseen occurrences during the normal course of the project, or any other cause.

Vendor must submit invoices as required by State and Agency Processes (see [Appendix G - Agency Business](#)).

Table 4: Deliverables, Cost, and Invoicing

Deliverable	Unit	Unit Cost	Amount	Total
Operational Support Services	1-month sprint	\$22,500.00	12	\$270,000.00
Additional Support Services	1 change hour	\$150.00	1,000*	\$150,000.00**
RRAC Management Plan	1 document	\$22,500.00	1	\$22,500.00
Disaster Recovery Plan	1 document	\$30,000.00	1	\$30,000.00
Incident Management Plan	1 document	\$22,500.00	1	\$22,500.00
Change Management Plan	1 document	\$15,000.00	1	\$15,000.00
Data Security Plan	1 document	\$12,000.00	1	\$12,000.00

Optional Deliverables***

Deliverable	Unit	Unit Cost	Amount	Total
Application Profile Report (optional)	1 document	\$15,000.00	1	\$15,000.00
Optional Application Performance Monitoring Services	1 month	Not to exceed \$5,000.00	12	Not to exceed \$60,000.00

* Customer estimates 1,000 change hours will be needed during the Support Period, however this only an estimate and the actual number of change hours may vary.

** This amount is based on Customer's estimate of 1,000 change hours during the Support Period, to be used at the Customer's direction. Vendor may only invoice Customer for the actual number of change hours required for Vendor to complete authorized Additional Support Services. Customer shall compensate Vendor for the actual number of change hours used, at the unit cost listed herein.

*** Optional Deliverables must be authorized in a formal Work Order executed by the authorized representative of each Party as funding becomes available and services are required. Vendor shall not perform work on any Optional Deliverable before such work Order is fully executed and effective. Customer shall not compensate Vendor for any Optional Deliverable not authorized in a Work Order. Customer shall not compensate Vendor for



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

any work or services associated with an Option Deliverable that are performed before the effective date of the Work Order authorizing such Optional Deliverable.

The Operational Support Services deliverable is invoiced at the end of each service month.

The Additional Support Services are provided as change hours to support Work Orders during the Support Period. After acceptance of deliverables by the Customer, the Work Orders are invoiced and paid. (Refer to [Submitting, Evaluating, and Accepting Deliverables](#)) As necessary, additional support services hours may be added to the contract through a contract amendment.

The Support Period refers to the 12 months under which Operational Support Services and Additional Support Services are being provided. The initial term of this contract and options for renewal are included in Table 5 below.

Table 5: Period of Coverage, Monthly, and Annual Pricing

Support Period	Period of Coverage	Operational Support Services Annual Cost	Additional Support Services Hours Annual Cost*	Total Annual Cost
Initial Term – Year 1	9/1/2021 – 8/31/2022	\$270,000	\$150,000	\$420,000
Optional Renewal Support Periods				
Optional Year 2	9/1/2022 – 8/31/2023	\$270,000	\$150,000	\$420,000
Optional Year 3	9/1/2023 – 8/31/2024	\$270,000	\$150,000	\$420,000

* This amount is based on Customer's estimate of 1,000 change hours during each Support Period, to be used at the Customer's direction. Vendor may only invoice Customer for the actual number of change hours required for Vendor to complete authorized Additional Support Services. Customer shall compensate Vendor for the actual number of change hours used, at the unit cost listed herein.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

SUBMITTING, EVALUATING, AND ACCEPTING DELIVERABLES

SUBMITTING DELIVERABLES

Vendor must submit deliverables in writing via email to the designated Customer Representative as described in [Appendix D](#), or as otherwise directed by the Customer. When considering a deliverable for final acceptance, SMEs review the deliverable(s) in line with the Quality and Completeness Acceptance guidelines noted herein. The reviewer(s) will communicate the status and quality of the work to the designated Customer Representative. The Customer Representative will compile the feedback, create the Acceptance of Deliverables document, and then facilitate the acceptance process. Formal acceptance, represented by signature(s) may only be given by the appropriate ETS director, and/or the CIO.

EVALUATION OF DELIVERABLES

When considering a deliverable for quality and completeness, the Customer considers the following questions:

1. Does the deliverable meet written requirements as provided to the Vendor in a statement of work or other narrative?
2. Does the deliverable adhere to generally accepted standards in the industry?
3. If applicable, is the work considered complete in accordance with written requirements provided in a statement of work or other narrative provided to the Vendor?
4. For documentation, was the work produced using an approved template and/or format? Is the level of detail enough to achieve the purpose and intent of the document? Is the content accurate?

PROJECT SCHEDULE

Vendor shall begin work on the project on a date mutually agreed to in writing by the Customer and Vendor. The actual duration of the project may vary due to changes in scope or unforeseen occurrences. The designated Customer Representative may, without a formal amendment to this SOW, approve extensions to deliverable due dates within the confines of the effective term of this SOW. Such approvals must be in writing, may be delivered by regular mail, electronic mail, or facsimile transmission, and shall become part of the Customer's Project file. Changes to project timeline, schedule, costs or scope must follow the project change management process described in [Appendix F](#).



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

ADDITIONAL ITEMS

TERMS AND CONDITIONS

1. All terms and Conditions of Texas Department of Information Resources (DIR) Contract DIR-TSO-4235 (the “DIR Master Contract”), incorporated herein by reference, will apply to this SOW and Vendor’s performance hereunder.
2. Standard GLO Purchase Order Terms and Conditions (the “PO Terms”) apply to this SOW and Vendor’s performance hereunder. The PO Terms are incorporated herein by reference and will be included with the GLO’s Purchase Order as issued to Vendor.
3. Vendor must perform all services and submit all deliverables in accordance with this SOW (including its appendices), the DIR Master Contract, the PO Terms, and Vendor’s proposal dated August 6, 2021 (“Vendor’s Proposal”) incorporated herein by reference for all purposes. Conflicting terms or conditions contained in the DIR Master Contract, PO Terms, this SOW, or Vendor’s Proposal shall be resolved by giving precedence first to the DIR Master Contract, then to the PO Terms, then to this SOW, then to Vendor’s Proposal.

APPENDICES

The information provided in the [Appendices](#) section of this document is considered necessary and relevant to all Statements of Work issued by the Customer for its technology projects.

**RRAC SYSTEM SUPPORT PROJECT**

GLO Technology Statement of Work

Texas General Land Office

TEXAS GENERAL LAND OFFICE CONTACTS

Vendor Contact

Name: Scott T. Glover
Title: Chief Operating Officer
Business Name: RFD & Associates, Inc.
Business Address: 401 Camp Craft Road
City, State Zip: Austin, Texas 78746
Telephone: (512)628-2636
Email Address: sglover@rfdinc.com

GLO Executive Contact

Name: Mark A. Havens
Title: Chief Clerk
Business Name: Texas General Land Office
Business Address: 1700 Congress Avenue
City, State, Zip: Austin, Texas 78701
Email Address: mark.havens@glo.texas.gov

GLO Executive Business Contact

Name: Brian Carter
Title: Senior Deputy Director of Asset Enhancement
Business Name: Texas General Land Office
Business Address: 1700 Congress Avenue
City, State, Zip: Austin, Texas 78701
Email Address: brian.carter@glo.texas.gov

GLO Executive Technology Contact

Name: Cory Wilburn
Title: Chief Information Officer
Business Name: Texas General Land Office
Business Address: 1700 Congress Avenue
City, State, Zip: Austin, Texas 78701
Email Address: cory.wilburn@glo.texas.gov



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

SIGNATURES AND EFFECTIVE TERM

This Statement of Work shall be effective on the earlier of the date signed by the last Party or August 30, 2021 (the "Effective Date"). This Statement of Work shall terminate on August 31, 2022 unless extended by mutual written agreement of the GLO and Vendor. The Parties may extend this SOW for up to two additional one-year periods, September 1, 2022 through August 31, 2023 and September 1, 2023 through August 31, 2024. Vendor agrees to the terms and conditions contained in this Statement of Work, including all appendices and other documents attached hereto or incorporated herein by reference, for all purposes.

AGREED TO:

RFD & Associates, Inc.

DocuSigned by:
By: **Scott T. Glover**
1C8E1EDDB95E4B4...
Scott T. Glover

Chief Operating Officer

Date of Execution: 8/24/2021

TEXAS GENERAL LAND OFFICE

DocuSigned by:
By:
7C299F4374E7497...
Mark A. Havens

Chief Clerk | Deputy Land Commissioner

Date of Execution: 8/24/2021

APPROVED: DIR SOW ID# GLO-000070

DEPARTMENT OF INFORMATION RESOURCES

By: **Hershel Becker**
7F04C0B913D547B...

[Enter Name of DIR Signatory]

Hershel Becker, Chief Procurement Officer

[Enter Title of DIR Signatory]

Date of Execution: 8/30/2021 | 6:17 PM CDT

- OGC
- CIO
- DGC
- GC



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDICES

Appendix A	IT Policy: Acceptable Use
Appendix B	IT Policy: Vendor Access to Information Resources
Appendix C	Confidentiality and Non-Disclosure Agreement
Appendix D	Vendor Essentials: Assumptions & Commitments
Appendix E	Work Environment
Appendix F	Project Management
Appendix G	Agency Business
Appendix H	GLO Terms and Conditions
Appendix I	GLO Development Standards & Technical Requirements
Appendix J	GLO Information Security Standards
Appendix K	Definitions, Acronyms, and Abbreviations
Appendix L	Royalty Reporting and Control System Overview
Appendix M	Reporting Deadlines for Fiscal Year 2022



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX A – IT POLICY: ACCEPTABLE USE

Policy Name	Acceptable Use of Information Technology Resources
Policy Owner	Information Security Officer
Policy Scope	This policy, along with all other agency security and usage policies, applies to: <ul style="list-style-type: none"> • All GLO employees, contractors, and third-party users; • All GLO computers, servers, tablets, phones, and other physical devices; • All software and any other information assets that store, process, or transmit digital data (whether standalone or attached to the GLO local and wide area networks); and • All services that support or otherwise interact with the physical, software, and information assets.
Policy Description	The purpose of the Acceptable Use Policy is to inform users of the acceptable uses of information technology resources owned or managed by the General Land Office (GLO).
Policy Detail	All uses of information technology resources must comply with GLO policies, standards, procedures, and guidelines, as well as any applicable federal or state laws.

Appropriate Use

- GLO's information technology resources are to be used for business purposes in serving the interests of the Texas GLO.
- The GLO's computing services and facilities may not be used for political purposes.
- The GLO's computing services and facilities may not be used for personal economic gain.
- Users are prohibited from using personal email accounts for state business.
- Users must not engage in unlawful or malicious activities.
- Users must not deliberately propagate any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the GLO's networks or systems or those of any other individual or entity.

Personal Responsibility

- You are individually responsible for appropriate use of all resources assigned to you, including the computer, computer's identity, software and hardware.
- You must comply with the policies and guidelines for any specific set of resources to which you have been granted access. When multiple policies affect a particular resource, the more restrictive policy takes precedence.
- Be professional and respectful when using computing systems to communicate with others.

Accessing Systems and Data



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

- You may use only the computers, computer accounts, and computer files for which you have authorization.
- You may not use another individual's account or attempt to capture or guess other user's passwords.
- You must not attempt to access restricted portions of the network, an operating system, security software, or other administrative applications without appropriate authorization by the system owner or administrator. You may not make unauthorized copies of GLO files or other data.
- You may not post or copy agency data to commercial or private internet services without written permission from the Chief Information Officer. Examples of external IT services include (but are not limited to): Dropbox, Box.com, Amazon Web Services, Google Drive, and other similar services.
- You may not use third-party services to remotely access non-GLO computers without written permission from the Chief Information Officer.

Protecting Information Resources

- You must make a reasonable effort to protect your passwords and to secure resources against unauthorized use or access.
- You must use hardware and software in a way that reasonably prevents unauthorized users from accessing the GLO's network and computing resources.
- Users are prohibited from sending confidential information over email or other media without express permission and adequate security protection such as encryption.
- Confidential information must be protected in accordance with applicable statutes, rules, policies, standards, and procedures.

Other Requirements

- The GLO is bound by its contractual and license agreements respecting certain third-party resources; all third-party agreements must be reviewed and approved by the Chief Information Officer or designee prior to execution.

*** End of Policy ***



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX B – IT POLICY: VENDOR ACCESS TO INFORMATION RESOURCES

Policy Name	Vendor Access to Information Resources
Policy Owner	Chief Information Officer
Policy Scope	All GLO employees, contractors, and third-party users.
Policy Description	This policy establishes the guidelines that govern how the GLO will allow Vendors to access information resources. It applies to a Vendor's employees, subcontractors, and any other partners (collectively, "Vendor representatives"). This policy must be included in all contracts and other service agreements in which a Vendor accesses GLO information resources.
Policy Detail	<p>User Access</p> <ul style="list-style-type: none"> • Vendor representatives may be subject to background checks and may undergo training or orientation conducted by the GLO's Human Resources program. • If necessary, Vendor representatives may be granted remote access to GLO information resources. Virtual Private Network (VPN) access may be granted if no other remote access strategy meets the project requirements. • Vendor representatives connecting to GLO information resources must do so from a secured location and may not connect over a publicly available connection, such as public wi-fi. • Remote access to GLO information resources may only be conducted using a computer that has up to date anti-virus software, operating system, and 3rd party applications. • The Vendor bears responsibility for any intrusion, breach, or attack on GLO information resources that is caused by the Vendor's representatives, regardless of intent. This includes but is not limited to the costs of notification, remediation, fines, and similar costs. • User accounts and/or passwords must not be shared under any circumstances. Vendors that share account credentials are subject to potential remedial action up to and including termination of the contract. • User account passwords will comply with password complexity and reset requirements as determined by the GLO. • Vendors are required to notify the GLO immediately of any changes to staff that impact GLO projects or access to GLO systems. <p>Server Level Access</p> <ul style="list-style-type: none"> • The GLO's standard approach to server management requires that Vendor not be granted standing direct access to production servers. Once the GLO's



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Change Approval Board (CAB) approves the Vendor's change request, GLO staff will enable a VPN connection that will be accessible for a designated period of time. The VPN connection will be terminated according to the established schedule.

- If the Vendor requires standing production access to a server, the access can only be granted via written authorization from the Chief Information Officer or Director of Technology Integration Services.
- In cases where Vendor must have direct access to servers, those servers shall be single purpose servers.

GLO Approved Implementation Strategies

- In order to implement a change to a GLO server, the Vendor must submit a change request form for review by the GLO CAB at least one week prior to the desired change. Once approved, the Vendor may proceed with the change.
- Emergency changes can be implemented with 24 hours' notice. An emergency occurs when an application's security, performance, or availability is directly impacted by the current conditions and can only be rectified by a configuration change.
- Named user accounts will be granted permissible roles that allow the Vendor to manage and install the application when possible; otherwise the named user account will be given admin privileges until such time the role is tested and defined.
- Service accounts must be used to implement services. Named user accounts will not be used to run services in any environment under any situation.
- Service account passwords used to run services will not be exposed to external vendors. If the Vendor does need access to a service account, GLO Network Administrators will manage the use of the account.

*** End of Policy ***



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX C – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **Confidentiality and Non-Disclosure Agreement (“NDA”)** is entered into by and between the **Texas General Land Office (“GLO”)** and the **Vendor**, each a **“Party”** and, collectively, the **“Parties.”** In exchange for mutual promises, covenants, and consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

ARTICLE I. TERM AND DEFINITIONS

1.01 TERM OF AGREEMENT

This NDA shall be effective as of the effective date of the Statement of Work to which it is attached, and shall continue in force and effect beyond the termination of any contractual relationship between Vendor and the GLO.

1.02 CONFIDENTIAL AND PROPRIETARY INFORMATION

The term "Confidential and Proprietary Information" means:

- (a) Trade secrets and other information owned by the GLO, including, but not limited to: processes; methods or practice of operations; plans; analyses; surveys; drawings; appraisals; research notes; notebooks; customer lists; distribution lists; audits, including royalty audits and audits of other financial information; pricing points; customer needs and requirements; financial and medical information; electric well logs; geophysical, geological, and hydrological data; gas contracts; non-public information concerning location, appraisal and/or pricing of real estate being considered for acquisition, sale, or lease by the GLO; and other information or documents related to the GLO's business that the GLO has not released as public information and which may give the GLO economic or competitive advantage if undisclosed;
- (b) Financial, sales, purchasing, and marketing data and documents; business plans and strategies; customer lists and non-public pricing (including information submitted by respondents to GLO solicitations designated by such vendors as “trade secrets” or “confidential trade information”) compiled by, or on behalf of, the GLO that the GLO has not released as public information and which may give the GLO economic or competitive advantage if undisclosed;
- (c) Information concerning litigation or settlement negotiations involving the GLO, and information made confidential under the State Bar’s Rules of Professional Conduct for Attorneys;
- (d) Infrastructure information, customer proprietary network information (as defined in 47 U.S.C. 222(h)) or GLO customer or employee personally-identifiable information; information about GLO's network architecture and information assets and resources, such as the location and capability of offices, network points of presence and other critical network sites, network elements and equipment within them, software applications and services, and any information



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

-
- GLO identifies as confidential network information; information that may be used to identify an individual or entity, such as a first and last name, home or other physical address, phone number or other contact information, e-mail address and electronic transaction information, Social Security Numbers, and credit cards and any other account numbers; information concerning the GLO's databases, network and information security, computer software in source code or any other form, that Vendor obtains from the GLO and any other information concerning such computer software.
- (e) All information designated by the GLO as Confidential and Proprietary Information, or that the GLO maintains limited access and non-distribution; and
 - (f) All information that is or may be confidential or excepted from public disclosure under Federal or Texas law.

ARTICLE II. DISCLOSURE OF CONFIDENTIAL INFORMATION

2.01 ACKNOWLEDGMENT OF CONFIDENTIAL DISCLOSURE

Vendor will have access to Confidential and Proprietary Information throughout the course of the parties' contractual relationship and common deliberative process, and the GLO would not have agreed to contract with, or continue to contract with, Vendor without its consent to the terms and conditions of this NDA.

2.02 NO USE OR DISCLOSURE

Vendor shall not use or disclose, directly or indirectly, Confidential and Proprietary Information at any time or in any manner, except to perform its contractual obligations to the GLO in a prudent manner ensuring and maintaining the confidentiality of such information. Vendor shall keep Confidential and Proprietary Information in a secure location and may not remove it from the GLO's offices without the GLO's express authorization. All Confidential and Proprietary Information in Vendor's possession or control must be returned to the GLO upon completion of the Project or upon the GLO's request.

2.03 RESTRICTIONS ON DOCUMENTS AND WORK PRODUCT

All documents, studies, reports, and work product in Vendor's possession or control containing Confidential and Proprietary Information, are the exclusive property of the GLO and shall not be removed from the GLO's premises without the GLO's express authorization. All such documents, studies, reports, and work product in Vendor's possession or control must be returned to the GLO upon completion of the Project or upon the GLO's request.

2.04 NO DISCLOSURE OR USE OF THE SECRETS OF OTHERS

Vendor shall not disclose to the GLO or use on the GLO's behalf any confidential information or trade secrets obtained from other companies or persons or bring such information or trade secrets onto the GLO's premises.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

ARTICLE III. GENERAL PROVISIONS

3.01 GOVERNING LAW, VENUE, SOVEREIGN IMMUNITY

This NDA is made in Travis County, Texas, and shall be governed by, and construed in accordance with, the laws of the State of Texas. Each party consents to the personal jurisdiction of any state court of competent jurisdiction in Travis County, Texas. Nothing in this NDA shall constitute a waiver of sovereign immunity by the GLO or State of Texas.

3.02 NOTIFICATION OF NEW CONTRACTORS OR EMPLOYERS

The GLO shall have the right to notify any future contractors or employers of Vendor of Vendor's rights and obligations under this NDA.

3.03 COUNTERPARTS TO THIS NDA

This NDA may be executed in one or more counterparts, each of which shall be deemed an original and, all of which taken together, shall constitute one and the same document.

3.04 SEVERABILITY

If any provision or application of a provision of this NDA is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions and applications of provisions of this NDA shall not be affected and the remainder of this NDA shall be construed to give effect to the remaining provisions, terms, covenants, and conditions.

3.05 SUCCESSORS AND ASSIGNS

This NDA shall be binding upon the Parties' heirs, executors, administrators, successors, assigns, and other representatives, and shall inure to the Parties' benefit.

3.06 NO GRANT OF RIGHTS

Nothing in this NDA shall be construed to grant Vendor any right or license to use Confidential and Proprietary Information, other than as required to perform Vendor's contractual obligations to the GLO.

3.07 INJUNCTIVE RELIEF AND OTHER REMEDIES

Any unauthorized use or disclosure of the GLO's Confidential and Proprietary Information would result in irreparable injury to the GLO and the State of Texas. The GLO shall be entitled to injunctive relief and any other remedies available, to enforce the terms and provisions of this NDA.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX D – VENDOR ESSENTIALS: ASSUMPTIONS & COMMITMENTS

GLO/Customer Responsibilities:

- With reasonable notice, the Customer will make available the appropriate individuals as needed to participate in project effort as a subject matter expert.
- Will make available to Vendor the development, test, and production environments to perform analysis of the project implementation. These environments exist in Customer's AWS environment.
- Will provide access to the current version of financial systems for Vendor reference and analysis.
- The Customer will provide timely review of deliverables, indicating either acceptance or rejection (with documented reasons for rejection) within five (5) business days. In the event of multiple submissions of deliverables on the same date, Customer will have ten (10) business days for review of deliverables. (See [Submitting, Evaluating, and Accepting Deliverables](#).)
- The Customer will provide feedback on draft or iterative versions of deliverables within five (5) business days. In the event of multiple submissions of draft or iterative deliverables on the same date, Customer will have ten (10) business days for review of deliverables.
- The GLO will render project decisions within five (5) business days of a request for a decision when sufficient information exists to render a decision.
- When necessary, the designated Customer Representative will provide written notification of Vendor team issues to the Vendor. If a collaborative resolution cannot be reached between the Customer Representative and Vendor, the issue will be elevated to the CIO and, if appropriate, the executive business sponsor.

Vendor Responsibilities:

- Vendor must provide complete, professional, quality deliverables identified in the agreed upon Deliverables Schedule.
- Vendor will have three (3) business days after its receipt of Customer deliverable feedback to address Customer deliverable feedback and return the deliverable in the event of non-acceptance.
- Vendor must work with the designated Customer Representative as the point of contact to set required meetings as needed to complete the deliverables. (See [Appendix F](#)).
- Vendor must attend regular meetings scheduled by the designated Customer Representative.
- Vendor must present in regular demos scheduled by the project team, as requested, timing and number to be determined during contract negotiations.
- Vendor must perform work within the United States unless given approval by GLO to use offshore resources. If the GLO Project Manager approves using offshore resources, resources must be available



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

as needed for meeting(s) or business calls during the GLO's regular business hours of 8:00 am to 5:00 pm Austin, Texas time.

Application Development-Related Responsibilities

- The Customer will provide the Vendor team access to the Customer information resources necessary to perform the work described in this SOW within 10 business days upon completion and verification of required security documentation processing.
- Where applicable, The Customer will conduct periodic code reviews in accordance with GLO coding standards.
 - Code Review sign off
 - Customer will review code at the end of each iteration based on a mutually agreed upon timeframe.
 - Customer will sign off or request adjustments to address problems centered around security, business logic, and usability.
- Where applicable, The Customer will perform periodic Form design and layout reviews for compliance with GLO best practices including, but not limited to, screen designs layouts, mockups as well as data grids for forms.
- The Vendor's Solution design process must consider and account for information security requirements that are consistent with the sensitivity of the data used within the scope of the Solution.
- The Vendor's must design and implement the Solution in a manner that minimizes the need for maintenance and support by ETS staff.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX E – WORK ENVIRONMENT

Vendor must appropriately equip its employees and/or contractors to provide the services specified under this SOW. This is including, but not limited to hardware, software, and services necessary to provide the RRAC system support.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX F – PROJECT MANAGEMENT

Vendor will, unless otherwise stated in the statement of work, provide project management in accordance with this Appendix.

Project Manager (PM)

Vendor will appoint a project manager to manage the Vendor's side of the project.

- Vendor PM must coordinate with Customer Representative as primary contact. ([See Appendix D](#)).
- Vendor PM must coordinate the Project Kick off meeting with the Customer Representative
- Vendor PM must be available during normal business hours (8:00 a.m. – 5:00 p.m. Austin, Texas time) to coordinate activities with Customer Representative.
- Vendor PM must participate in a weekly status and Project Manager meetings with the Customer Representative. The weekly status and Project Manager meetings can be performed via Microsoft Teams or other means agreed to by each Party's PM. At the Customer Representative's discretion, Vendor PM may be required to come onsite for the weekly status meeting or Project Manager meeting(s) for coordination purposes.

Project Change Management

Any incremental, out of scope services or deliverables associated with this project must:

- Follow the GLO's prescribed Project Change Management process;
- Be submitted in writing, signed by the Vendor, with justification for the change, size of change, and estimated fixed cost based on number of hours and hourly rate for the Vendor staff submitted in the cost proposal;
- Be mutually agreed upon in writing by the Vendor and the Customer;
- If agreed, be documented in a written amendment to the SOW, executed by the authorized representatives of the Parties.

The GLO may, in its sole discretion, reject any proposed change to the SOW, including incremental, out of scope services or deliverables associated with this project.

Project Risks, Actions, Issues, and Decisions Management (RAID) Plan and Log

The Vendor must prepare and maintain a risks, actions, issues, and decisions management plan that is reviewed and approved by the Customer. The Vendor is required to maintain the plan throughout the project. At a minimum the Vendor must:

- Produce a plan that describes how risks will be addressed throughout the course of the project.
- Identify and document risks, actions, issues, and decisions related to the project.
- Assess and classify risks and issues, identify groups or processes impacted, identify potential mitigation strategies, and manage and monitor to ensure risks and issues are resolved or otherwise mitigated.
- Document key actions and decisions. Ensure stakeholders communicate effectively. Obtain sign off when appropriate.
- Manage, monitor, and continue to document risks, actions, issues, and decisions throughout the project.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Project Reporting and Communications

Unless approved by the Customer in writing, the Vendor will use templates provided by the Customer to ensure all information is appropriately delivered.

- The Vendor must plan, facilitate, and document meetings with the subject matter experts in collaboration with the Customer Representative.
- The Vendor must provide notice of at least four (4) working days prior to the requested meeting, when possible.
- Vendor must provide a meeting agenda to the Customer Representative at least two (2) business days prior to a meeting.
- Vendor must provide a draft meeting summary to the Customer Representative within two (2) business days of the conclusion of the meeting. The Vendor and the Customer will collaborate on a final version of the summary to be included in the project record.

The Vendor PM must provide weekly status reports to the Customer Representative for the life of the project in the format provided by the Customer. Status reports must include:

- A brief statement of the overall progress of each task;
- A description of the work performed and completed during the period for which the status report is provided and must present the work to be performed during the subsequent period;
- A brief description of any problems encountered or still outstanding during the reporting period;
- A description of the action to be undertaken to resolve the identified problems; and
- An updated detailed Project Plan including the milestones, deliverables, tasks and dates.

A weekly status meeting will be established to monitor and track project progress. The meetings can be in person or virtual as needed to accommodate schedules of all required parties. At the discretion of the Customer Representative, the Vendor may be requested to meet onsite as needed.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX G – AGENCY BUSINESS

Estimates | Fees | Invoicing

Vendor will provide, in an Estimate Letter or Quote, estimated fees, based on a fixed fee basis, for the scope and assumptions outlined in this statement of work (SOW). Any additional expenses must be approved in writing by the GLO in advance. NOTE: Expense reimbursements will be handled in accordance with the DIR Master Contract and the GLO's Purchase Order.

Vendor will provide an estimated schedule for named deliverables and/or milestones outlined in this SOW. Invoicing must follow the schedule of deliverables, whereby the Vendor invoices for a deliverable after it is completed, submitted, and accepted by the Customer Representative.

Payments to Vendor

Fees are paid by the State of Texas in accordance with Chapter 2251 Texas Government Code, following confirmation of an accepted deliverable and/or service by the Customer Representative.

Travel Reimbursement

Anticipated travel expenses must be included upfront in the Vendor's quote so it may be included in the original purchase order for the project.

The GLO shall reimburse Vendor for reasonable, GLO-authorized travel expenses and other travel-related expenses as allowed by the State of Texas laws and regulations and the GLO's policies and procedures. Travel reimbursements are reimbursements of actual expenses incurred for travel and are not a per diem. Travel reimbursements will not exceed the rates established or adopted by the Texas Comptroller of Public Accounts for travel and related expenses.

In line with state and/or agency policy, contractors requesting travel reimbursement are required to provide detailed travel documentation and must include dates, location, and description of business being conducted. The General Land Office (GLO) also requires that requests include copies of itemized receipts for all expenses and copies of Google Maps for mileage.

Itemized Receipts Required

GLO travel rules require receipts for the following expenses:

- airline travel (tickets must show flight numbers, fare basis code destination, and times of departure and arrival)
- hotel lodging
- meals (tips and alcohol are not reimbursable)
- rental car and related expenses (receipt forms must show payment has been rendered)
- parking

~Lodging

Lodging will be reimbursed up to the state rate established or adopted by the Texas Comptroller of Public Accounts and is subject to the rate limits set by the Texas Comptroller of Public Accounts or General Services



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Administration (GSA). The lodging receipt must show the payment applied and show a "\$0" balance due to prove the invoice was paid. "Express Checkout" invoices often do not show that payment has been received and cannot be submitted in place of an itemized receipt.

~Meals

Itemized meal receipts are required for meal reimbursement. Un-itemized credit card receipts are not allowed. The amount claimed must not include tips or other non-reimbursable items (such as alcohol) and is subject to the rate limits set by the Texas Comptroller of Public Accounts or (GSA). The GLO does not reimburse meals on non-overnight trips.

~Rental Car

Rental car expenses will be reimbursed up to the maximum rental rates established by the Texas Comptroller of Public Accounts and State Travel Management Program for in state and out-of-state travel. A rate table can be found on the Texas Comptroller's website. In addition to the rental car rate expense, fuel reimbursement is allowed with an itemized fuel receipt showing the price per gallon, number of gallons, and total amount paid for fuel. Un-itemized receipts are not allowed.

~Mileage

Google Maps must be used to calculate mileage between duty points, using the most efficient route. Intercity mileage must also be documented using Google Maps. Copies of mapped routes with total mileage must be provided when submitting for reimbursement.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX H – GLO TERMS AND CONDITIONS

The information beginning on the next page (6 pages total) is included as a courtesy and convenience. The GLO's Purchase Order Terms and Conditions prevail over any conflicting language in this section.

A. PERFORMANCE REQUIREMENTS

1. **Quality of Services.** Vendor shall perform the services under the Contract (the "Work") in a good and workmanlike manner and in accordance with all federal, state, and local laws, regulations, and rules (including permit or license requirements applicable to equipment or services) and the requirements set forth in the Contract
2. **Provisions of Labor and Materials.** Vendor shall provide all labor, materials, tools, supplies, transportation, equipment and personnel necessary to perform the Work.
3. **Implied Warranties.** All goods delivered and services performed under the Contract shall include all implied warranties applicable under the laws of the State of Texas.
4. **OSHA Compliance.** Vendor shall observe and follow all applicable laws, rules, and regulations governing workplace health and safety, including without limitation Occupational Safety and Health Standards published by the Occupational Safety and Health Administration ("OSHA"), Department of Labor, for all Work performed under the Contract.
5. **Permits and Fees.** Vendor shall, at its sole cost, acquire all permits, inspections, licenses, and deposits required to perform the Work.
6. **Performance.** If Vendor's performance does not conform with contract requirements, the GLO may require Vendor to perform the services again in conformity with the contract, with no additional compensation. If, in the GLO's sole discretion, the defects in services cannot be corrected, the GLO may: (a) require the Vendor to take necessary action to ensure future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of the services performed; (b) directly or by use of a third party, have the services performed and charge the cost incurred by the GLO to the Vendor; or (c) terminate the contract for default.
7. **Electrical Goods.** All electrical goods must meet applicable OSHA standards and regulations and bear the appropriate listing from UL, FMRC, NEMA, or similar safety organization.
8. **New Goods.** Unless otherwise specified, goods shall be new, unused, and of current production.
9. **Delivery.** Vendor shall deliver goods or services during normal business hours, except as agreed to in advance by the GLO. Vendor shall notify the GLO in writing of anticipated delayed delivery of goods or services. If Vendor defaults on the delivery terms specified in the Contract, the GLO may procure the goods or services elsewhere and Vendor shall be liable to the GLO for all costs associated therewith.

B. TERMS AND CONDITIONS

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



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

3. **Texas Resident Bidder.** Vendor certifies that if a Texas address is shown as the address of the Vendor on its Response, Vendor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
4. **Prohibited Financial Participation.** Section 2155.004 of the Texas Government Code prohibits the GLO from awarding a contract that includes proposed financial participation by a person who received compensation from the GLO to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004(b), Government Code, the Vendor certifies that the individual or business entity named in this bid or 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.
5. **Delinquent Child Support.** Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the Vendor or applicant certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. **Executive Head of State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the date of the contract was the executive head of the GLO, or (3) an employer of a current or former executive head of the GLO. Vendor acknowledges that the Contract may be terminated at any time, and payments withheld, if this certification is false.
7. **Debt Owed to the State of Texas.** Vendor agrees any payments due under the Contract will be applied towards any debt or delinquency, including but not limited to delinquent taxes and child support, Vendor owes to the State of Texas.
8. **Executive Order 13224.** The GLO is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The GLO will cross-reference vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Vendor certifies that it is not listed in the prohibited vendors list authorized by EO No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
9. **Suspension and Debarment.** Vendor certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Vendor is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Vendor is not listed on the federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.
10. **Convictions or Penalties in Connection with Hurricanes Rita and Katrina.** Under Sections 2155.006(b) and 2261.053 of the Texas Government Code, the GLO may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Vendor certifies that the individual or business entity named in the 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.

11. **State's Right to Audit Vendor.** 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. Vendor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards.

12. **Antitrust.** Vendor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of its Response to any competitor or any other person engaged in the same line of business as Vendor..

13. **Applicable Law; Venue; Sovereign Immunity.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. Venue for any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas. Nothing in the Contract nor any conduct of any GLO representative shall be construed as a waiver of sovereign immunity by the GLO or the State of Texas.

14. **Preference for Texas Products and Materials.** If the Contract is for services, Vendor, 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 products and materials produced outside this state.

15. **Public Information.** The GLO shall post this Contract to the GLO's website. Vendor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Vendor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Vendor believes to be excepted from disclosure as "confidential" or a "trade secret," Vendor waives any and all claims it may make against the GLO for releasing such information without prior notice to Vendor. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Vendor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

requests to PIALegal@glo.texas.gov. If a request for information was not written, Vendor shall forward the third party's contact information to the above-designated e-mail address.

16. **Dispute Resolution.** Vendor must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

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

18. **Funding Out Clause.** The GLO is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium. The Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current funding, the Contract may be subject to termination or cancellation, in whole or in part, without penalty to the GLO.

19. **Taxes, Workers Compensation, Unemployment Insurance – Including Indemnity.** (a) Vendor shall be solely liable and responsible for payment of Vendor's and Vendor's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Vendor shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Vendor or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

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

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

20. **Indemnity – Acts/Omissions.** Vendor shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from any acts or omissions of Vendor or its officers, agents, employees, representatives, suppliers, contractors, subcontractors, assignees,



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

designees, order fulfillers, or suppliers of contractors or subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor and the GLO shall furnish timely written notice to each other of any such claim. Vendor shall be liable to pay all costs of defense including attorneys' fees. Vendor shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Vendor may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

21. **Infringement Including Indemnity.** a) Vendor shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor and the GLO shall furnish timely written notice to each other of any such claim. Vendor shall be liable to pay all costs of defense including attorneys' fees. Vendor shall coordinate its defense with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Vendor may not agree to any settlement without first obtaining the written consent of the Office of the Attorney General.

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

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

22. **Independent Contractor; Assignment.** Vendor and its employees, representatives, agents, and subcontractors shall serve as an independent contractor in the performance of the Contract. Vendor and its employees, representatives, agents, and subcontractors shall not be employees of the GLO by virtue of the Contract. Should Vendor subcontract any of the services required under the Contract, Vendor agrees the GLO is not liable to any subcontractor(s) of Vendor. This provision does not relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract. Vendor may not assign any right or duty granted or imposed by the Contract without prior written approval of the GLO and any attempted assignment in violation of this provision is void and without effect. The Contract binds Vendor's heirs, assigns, and other successors in interest.

23. **Intellectual Property Ownership.** For the purposes of this paragraph, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract. All Work arising out of or connected with the performance of the Contract is made the exclusive property of the GLO. All right, title and interest in and to said property shall vest in the GLO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to the Contract. To the extent that title to any such Work may not, by operation of law, vest in the GLO, or such Work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to the GLO. The GLO shall have the



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

right to obtain and to hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Vendor shall assist the GLO and/or the State of Texas, as well as any person designated by the GLO and/or the State of Texas, in perfecting the rights defined herein without any charge or expense beyond those amounts payable to Vendor for the services rendered under the Contract.

24. **Records Retention.** Vendor shall maintain all records that may demonstrate payments under the Contract were expended in accordance with the laws and regulations of the State of Texas. Vendor shall maintain all such records for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Vendor and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Vendor must retain all work and other supporting documents pertaining to the Contract, for purposes of inspections, monitoring, audits, or evaluations by the GLO and any authorized agency of the State of Texas.

25. **Payment.** Before authorizing payment to Vendor, the GLO shall evaluate Vendor's performance using the performance standards set forth in the Contract. Vendor shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Vendor's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Vendor acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature.

ALL Vendor invoices must: 1) be submitted via email to VendorInvoices@GLO.TEXAS.GOV; 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display the Purchase Order number. If Vendor does not submit invoices in strict accordance with the instructions in this section, payment of invoices may be significantly delayed. The GLO shall not pay interest, fees, or other penalties for late payments resulting from Vendor's failure to submit invoices in strict accordance with the instructions in this section.

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

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



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

for any reason, or upon its expiration, the GLO shall retain ownership of all associated work product and documentation obtained from Vendor under the Contract.

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

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

30. **Survival of Terms and Conditions.** The terms and conditions herein and in the Contract shall survive the termination or expiration of the Contract.

31. Vendor certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

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

33. Vendor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

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

35. If Vendor is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Vendor certifies that Vendor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Vendor does not make that certification, Vendor must indicate that in its Response and state why the certification is not required.

36. The Vendor certifies that the information contained in its Response is accurate and complete.

37. Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

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

39. Vendor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

40. To the extent permitted by law, Vendor and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Vendor or the GLO, confidential to the extent that such



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Vendor or the GLO; or (c) information that Vendor or the GLO is otherwise required to keep confidential by this Contract. Vendor must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

41. Vendor represents and warrants that the individual signing this SOW is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under the contract/SOW.

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

43. Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX I – ARCHITECTURE, DEVELOPMENT, AND TECHNOLOGY STANDARDS

When appropriate, standards, technical direction or architecture guidance or design assistance will be provided and/or referenced in this section. The Solution must meet the standards listed in this Appendix.

ARCHITECTURE PRINCIPLES

Principle	Scope	Comment
Patterns	Microservices, Loose Coupling, Connector, Hybrid Cloud	<p>All parts of the Solution must comply with Microservice guiding principles.</p> <p>All parts of the Solution must comply with loose coupling integration using REST APIs and/or connectors.</p> <p>As appropriate, Vendor must apply connector pattern during integrations between external systems.</p>
Supportability	Error Handling, Logging, Troubleshooting	<p>All parts of the Solution must have adequate error handling and logging to support the application during development and following go-live when Solution is deployed in production.</p> <p>Error messages in the UI must be actionable and give the user adequate information to convey to support or self-help.</p> <p>The Solution must have a supportability guide to assist in deploying and maintaining it while actively deployed.</p>
Management	Monitoring, configuration, backup	All parts of the Solution must have instrumentation or methods



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Principle	Scope	Comment
		<p>to allow for monitoring while deployed.</p> <p>All parts of the Solution (where applicable) must have exposed ability to be configured by the application framework or other tools used to manage the applications lifecycle.</p> <p>The Solution must provide the ability to backup/restore parts of system for maintenance or failover recovery scenarios.</p>
Security	Surface area exposure, data loss, impersonation, privileged access	<p>All parts of the Solution must be built with security in mind and not leave areas of the application exposed to surface area attacks.</p> <p>All parts of the Solution must be hardened to not expose system to data loss, corruption or injection of invalid data.</p> <p>All parts of the Solution must require authenticated access to the UI, data or during integration which may require use of a service account versus a valid application user account.</p>
Availability	Uptime	All parts of Solution as applicable, must be designed and deployed to maximize uptime to avoid failure or outage.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

TECHNOLOGY STACK

To support the development of the RRAC system, the Vendor must work with and/or within the required technology stack and related environments described below.

Area	Item	Scope
Database	RDS-SQL Server Standard Edition – MS SQL 2017 (AWS)	Source System(s) for data migration and/or remote data integration.
Application Environment	AWS cloud computing platform.	Custom development and maintenance of HTML pages, java code, database and service components to support RRAC business and system use cases.
Integrations	API, Data Connectors, Event Bus	Integrations must be supported using REST APIs. As appropriate, custom methods and connectors may be supported if needed.
Authentication	OAuth2, SAML, OIDC, SSO	Support and development for OKTA based identity and authentication for SSO and API access

DEVELOPMENT STANDARDS

The Vendor's engineering plan must comply with and/or support the GLO engineering standards listed below.

Area	Item	Scope
Testing	Integration, Unit Testing	The Solution minimally must support integration testing and as appropriate Unit tests must be provided.
Code Quality	Defects	<p>All code must be free of severity 1, 2 and 3 bugs before deployment into UAT, Pre-Production or Production environments.</p> <p>As appropriate and at the discretion of the GLO project team, severity 4-5 bugs may be allowed to release on a case by case or by environment basis.</p> <p>Unless otherwise approved by the GLO project team, severity 4-5 bugs must also be fixed before deployment.</p> <p>Management of defects will be handled through Jira and triaged within project team.</p>



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Area	Item	Scope
		Time to fix will be based upon on severity level of defect and priority defined by GLO project team.
Code/Design Review	Code, Components and systems	<p>All parts of the Solution will be subject to code and design review.</p> <p>New code or modules will be subject to full review.</p> <p>Changes to already reviewed modules will be subject to change set level review.</p> <p>Overall system will be subject to full review of end to end design.</p> <p>Review cadence must be frequent and established.</p>
Code Management	Source control	<p>All code will be managed in source control.</p> <p>Minimally the Vendor will be given access to deploy the Solution into the GLO Organization integration, test and production sandbox environments.</p> <p>Any custom code will be managed within the Customer's BitBucket tenant in a project repository. The Vendor will be given access to submit code to the Customer.</p>
Build/Deploy	CI/CD	<p>All code being managed in BitBucket repositories, must be enabled for continuous integration during check-in with build verification testing active.</p> <p>All builds will be enabled for continuously deliver but may be manually deployed at discretion of project team deployment schedule.</p> <p>Promotion of code will need to be properly configured, reviewed and a code drop schedule established to align to the project schedule.</p> <p>Pipeline based deployments will be used for releasing the Solution (Dev -> Test -> Production).</p> <p>Deployment will not be automated. Deployment will</p>



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Area	Item	Scope
		<p>be subject to manual gate review and promotion at each pipeline stage. Use of other environments such as training, or pre-production or alternative production environments may follow pipeline-based deployment, in the GLO's sole discretion.</p> <p>Gate review criteria may include the following: code review, build verification, integration test and penetration test.</p>
Security	Code/Component release	<p>Vendor must evaluate all code for security flaws as criteria for check in and promotion. All compiled code will be subject to penetration testing by GLO's Office of Information Security as criteria for promotion to the next stage in the deployment pipeline. The Customer can provide penetration testing tools to support.</p>



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX J – GLO INFORMATION SECURITY STANDARDS

1. Definitions

“[Breach of Security](#)” or “[Breach](#)” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“[GLO Data](#)” means any data or information owned by the GLO, including PII or SPI as defined below, that Vendor creates, obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the course of Contract performance.

“[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(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the information categories listed at Tex. Bus. & Com Code 521.002(2).

2. Security and Privacy Compliance

- 2.1. Vendor shall keep all GLO Data received under the Contract strictly confidential.
- 2.2. Vendor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Vendor shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the NIST Cybersecurity Framework. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Vendor will legally bind any subcontractors to the same requirements stated herein and obligations stipulated in Vendor's contract with the GLO. Vendor shall ensure that the requirements stated herein are imposed on any subcontractor of Vendor's subcontractor(s).
- 2.5. Vendor will not share GLO Data with any third parties.
- 2.6. Vendor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally handle PII on behalf of the agency. Vendor agrees to maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Vendor or any subcontract must be stored on servers or other hardware located within the physical borders of the continental United States and shall not be accessed outside of the United States.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

3. Data Ownership

- 3.1. GLO shall retain full ownership of all respective data provided to Vendor or to which the Vendor otherwise gains access by operation of the Contract.
- 3.2. Upon termination of the Contract, Vendor shall promptly return to the GLO all GLO Data possessed by Vendor and its agents or subcontractors. Vendor shall retain no copies or back-up records of GLO Data. If such return is infeasible, as mutually determined by the GLO and Vendor, the obligations set forth in this **Appendix J**, with respect to GLO Data, shall survive termination of the Contract and Vendor shall limit any further use and disclosure of GLO Data to the purposes that make the return of GLO Data infeasible. In lieu of the requirements in this Section 3.2, the GLO may direct Vendor to destroy any GLO Data in Vendor's possession. Any such destruction shall be verified by Vendor and the GLO.

4. Data Mining

- 4.1. Vendor 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. Vendor agrees to take all reasonably feasible, physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

- 5.1. Vendor agrees to provide the GLO with the name and contact information for an employee of the Vendor 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 Vendor, the Vendor agrees to notify the GLO as soon as possible, but in no event longer than 24 hours, upon discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, the Vendor agrees to provide, at minimum, a written preliminary report to the GLO with root cause analysis including the total number of records affected.
- 5.3. The initial notification and report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Vendor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Vendor 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.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Vendor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

6. Right to Audit

- 6.1. Upon the GLO's request and to confirm Vendor's compliance with this **Appendix J**, Vendor grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Vendor's, or Vendor's subcontractor's, physical and/or technical environment in relation to GLO Data. Vendor 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, Vendor may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report. Vendor must ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review, is included in any subcontract it awards.
- 6.2. At the GLO's request, Vendor agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Vendor's business practices and information technology



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX K – DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

alert	A warning that a threshold has been reached, something has changed, or a failure has occurred.
application	Software that provides functions that are required by an IT service. Each application may be part of more than one IT service. An application runs on one or more servers or clients.
architecture	The structure of a system or IT service, including the relationships of components to each other and to their environment.
assessment	Inspection and analysis to check whether a standard or set of guidelines is being followed, that records are accurate, or that efficiency and effectiveness targets are being met.
audit	Formal inspection and verification to check whether a standard or set of guidelines is being followed, that records are accurate, or that efficiency and effectiveness targets are being met. An audit may be carried out by internal or external groups.
availability	Ability of a configuration item or IT service to perform its agreed function when required. Availability is determined by reliability, maintainability, serviceability, performance, and security. Availability is usually calculated as a percentage. This calculation is often based on agreed service time and downtime. It is best practice to calculate availability using measurements of the business output of the IT service.
backup	Copying data to protect against loss of integrity or availability of the original.
best practice	Proven activities or processes that have been successfully used by multiple organizations.
change	The addition, modification or removal of anything that could have an effect on IT services. The scope must include all IT services, configuration items, processes, documentation etc.
change advisory board (CAB)	A group of people that advises the change manager in the assessment, prioritization and scheduling of changes.
change history	Information about all changes made to a configuration item during its life. Change history consists of all those change records that apply to the CI.
change management	The process responsible for controlling the lifecycle of all changes. The primary objective of change management is to enable beneficial changes to be made, with minimum disruption to IT services.
change record	A record containing the details of a change. Each change record documents the lifecycle of a single change. A change record is created for every request for change that is received, even those that are subsequently rejected.
change request	A formal proposal for a change to be made. A request for change (RFC) includes details of the proposed change and may be recorded on paper or electronically.
component	A general term that is used to mean one part of something more complex
configuration item (CI)	Any component that needs to be managed to deliver an IT service.
Customer	Texas General Land Office
Customer Representative	An agent designated by the Customer to act on behalf of the Customer.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

data recovery	Data recovery is the process of restoring data that has been lost, accidentally deleted, corrupted or made inaccessible for some reason.
deliverable	Something that must be provided to meet a commitment in a service level agreement or a contract.
development environment	An environment used to create or modify its services or applications. Development environments are not typically subjected to the same degree of control as test environments or live environments.
disaster recovery	Disaster recovery is the area of security planning that deals with protecting an organization from the effects of significant negative events.
disaster recovery plan (DRP)	A disaster recovery plan or DRP describes how an organization is to deal with potential disasters. Just as a disaster is an event that makes the continuation of normal functions impossible, a disaster recovery plan consists of the precautions taken so that the effects of a disaster will be minimized and the organization will be able to either maintain or quickly resume mission-critical functions.
disaster recovery test (DR test)	A disaster recovery or DR test is the examination of each step in a disaster recovery plan.
downtime	The time when a configuration item or its service is not available during its agreed service time.
edge device	An edge device is a device that provides ingress and egress to enterprise or service provider core networks.
emergency change	A change that must be introduced as soon as possible; e.g. to resolve a major incident or implement a security patch.
ETS	Enterprise Technology Solutions, the information technology department of the GLO
GLO	The Texas General Land Office
Hosted Environment	The hosted environment refers to all servers, services, networks, network devices and associated services necessary to support LCMS at the Hosting Service Provider.
incident	An unplanned interruption to an IT service or a reduction in the quality of an IT service. Failure of a configuration item that has not yet impacted service is also an incident.
incident management	The process responsible for managing the lifecycle of all incidents. The primary objective of incident management is to return the IT service to users as quickly as possible.
incident record	A record containing the details of an incident. Each incident record documents the lifecycle of a single incident.
Interim Period	The days in between each of the reporting periods for the month. Specific rules and exact reporting dates can be found in Appendix M.
IT	Information Technology
Okta	The Identity Provider for GLO
planned downtime	Agreed time when an IT service will not be available. planned downtime is often used for maintenance, upgrades and testing
problem	A cause of one or more incidents. The cause is not usually known at the time a problem record is created, and the problem management process is responsible for further investigation.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

problem management	The process responsible for managing the lifecycle of all problems. The primary objectives of problem management are to prevent incidents from happening, and to minimize the impact of incidents that cannot be prevented.
problem record	A record containing the details of a problem. Each problem record documents the lifecycle of a single problem.
procedure	A document containing steps that specify how to achieve an activity. Procedures are defined as part of processes.
process	A structured set of activities designed to accomplish a specific objective. A process takes one or more defined inputs and turns them into defined outputs. A process may include any of the roles, responsibilities, tools and management controls required to reliably deliver the outputs.
production or live environment	Controlled environment containing live configuration items used to deliver it services to customers.
recovery time objective (RTO)	The maximum time allowed for recovery of an IT service following an interruption. The service level to be provided may be less than normal service level targets.
release	A collection of hardware, software, documentation, processes or other components required to implement one or more approved changes to IT services. The contents of each release are managed, tested, and deployed as a single entity.
release management	The process responsible for Planning, scheduling and controlling the movement of releases to test and production environments. The primary objective of release management is to ensure that the integrity of the production environment is protected and that the correct components are released.
remediation plan	A plan for recovery to a known state after a failed change or release.
Reporting Deadline	There are two reporting deadlines each month. Oil reports are due on the fifth (5 th) day of each month. Gas reports are due on the fifteenth (15 th) of each month. Specific rules and exact reporting dates can be found in Appendix M .
Reporting Period	The reporting period refers to the three days prior to the reporting deadline and one day following the reporting deadline. Each reporting period is five days in length. Specific rules and exact reporting dates can be found in Appendix M .
root cause analysis (RCA)	An activity that identifies the root cause of an incident or problem. An RCA typically concentrates on IT infrastructure failures.
RRAC	Royalty Reporting and Control System
SaaS	Software-as-a-Service
SAML	Security Assertion Markup Language. An open protocol, an XML-based framework used to communicate user authentication and authorization information between two parties (e.g. an Identity Provider and a Service Provider).
security incident	A change in the everyday operations of a network or information technology service, indicating that a security policy may have been violated or a security safeguard may have failed.
server	A computer that is connected to a network and provides software functions that are used by other computers. A server could refer to a physical server or a virtual server.
Technical Support Center (TSC)	The help desk or service desk is the single point of contact between ETS and GLO customers.
service hours	An agreed upon time period when a particular IT service must be available.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

service level agreement (SLA)	An agreement between an IT service provider and a customer. the SLA describes the IT service, documents service level targets, and specifies the responsibilities of the IT service provider and the customer
service level target	A commitment that is documented in a service level agreement.
SME	Subject Matter Expert
SOW	Statement of Work, refers to this document
SSO	Single Sign-On
system	The application and all integrated data sources and reporting components.
test environment	A controlled environment used to test configuration items, builds, IT services, processes etc.
threat	Anything that might exploit a vulnerability. Any potential cause of an incident can be considered to be a threat.
user	A person who uses the IT service on a day-to-day basis.
Vendor	RFD & Associates, Inc.
vulnerability	A weakness that could be exploited by a threat; e.g. an open firewall port, a password that is never changed, or a flammable carpet.
Work Order	A formal proposal for implementation of changes to the system that incurs a cost and is afforded under Additional Support Services.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX L – ROYALTY REPORTING AND CONTROL SYSTEM OVERVIEW

This appendix provides a high-level description of the system as it currently exists.

System Overview

The RRAC system is a custom HTML5/Java web application that is deployed on the AWS cloud computing platform. The application's primary function is to process reports that describe oil and gas production activity on state-owned lands. RRAC has two primary user groups:

- 1) Commercial oil and gas companies (companies) working leases that reside on state-owned land, and
- 2) GLO staff (staff) that support the reporting process by training and assisting the companies and providing tier-1 application support duties.

Companies

Approximately 700 private sector oil and gas companies interact with RRAC via a web-based portal that provides them with the following functions:

- **Maintain Well Inventory** – set up new wells and modify existing wells by providing location, ID numbers, relevant dates, etc.
- **Submit Reports** – upload files to the RRAC system.
- **Query Previous Submissions** – Companies can download all previously submitted files. They can also query previously submitted and accepted reports for their company and download PDF and/or excel files of their search results.

Staff

GLO staff accesses RRAC to support the companies. The staff interact with RRAC via a web-based user interface that allows them to:

- **Manage Well Inventory Submissions** – review new and modified well requests submitted by companies; accept or reject their proposed changes.
- **Query & Download Previous Submissions** – Internal GLO Staff can download all previously submitted files for all filing companies. They can also query previously submitted and accepted individual reports for all reporting companies and download search results

Reports and Batches

- **Report** - In RRAC, a report provides the data that describes the oil or gas produced from a single well in a single month.
- **Batch** (or file) – a group of reports.

Virtually all companies have more than one well, some have hundreds. To make the system easier to interact with, reports are submitted in “batches”. A batch is a group that may contain 1-500 individual reports.

There are three types of reports:



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

Report Type	Total Per Month	Due Date	Description
Oil	24000	5 th of Month	Provides details pertaining to the volume and value of oil produced on a single well
Gas	28000	15 th of Month	Provides details pertaining to the volume and value of gas produced on a single well
Payment	36000	Any Time	Describes how to divide a payment that the GLO receives from the vendor via the Texas Comptroller's Office

Reporting Details

RRAC will accept batches of reports in one of two file types:

1. a text file that is saved in a comma separated value format (.csv).
2. An XML file format.

Files are uploaded to RRAC manually by a user who is logged into the system. Companies can choose to produce reports in two ways:

1. Automated – In some instances, companies have customized their internal IT systems generate reports in the required format on an as-needed basis.
2. Manual – Most small and medium-sized companies key enter data into an MS Excel based template that the user then saves as a .csv file and uploads to RRAC.

File and Report Validation

When a user uploads a file, RRAC executes hundreds of automated validations that run against both the file and the individual reports within the file. If any report within the file is rejected, the entire file is rejected. Users can resubmit failed files; however, any corrections must be made to the file outside of the RRAC application and must be re-uploaded to the site by the company.

Royalty Reporting & Control System Architecture

The current RRAC system is deployed and hosted on the AWS cloud computing platform and uses the following technologies:

Database	RDS-SQL Server Standard Edition – MS SQL Server 2017
Middleware	REST Web services Tomcat 8.5 Java 8 64 bit Linux/3.1.3
Front End	HTML 5, CSS



RRAC SYSTEM SUPPORT PROJECT

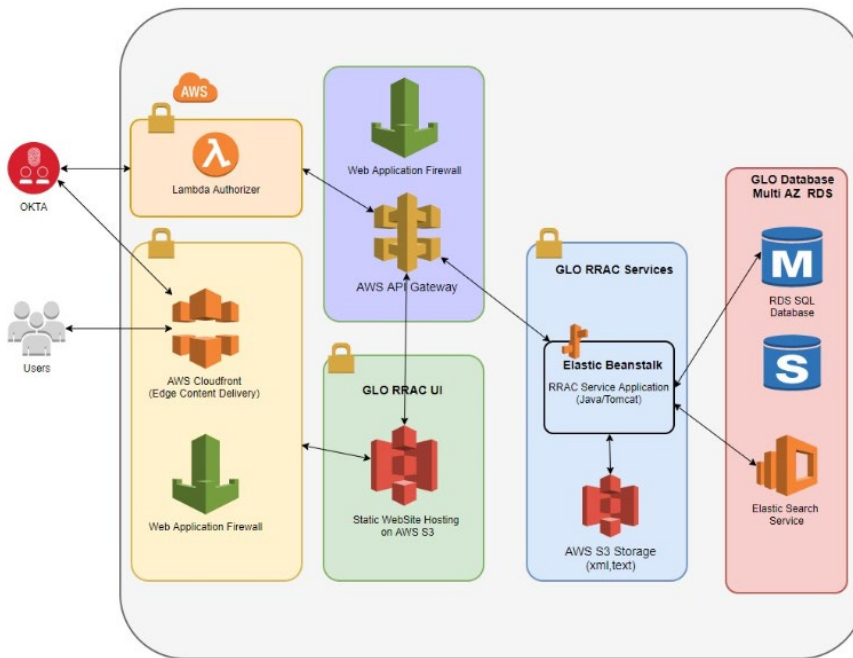
GLO Technology Statement of Work

Texas General Land Office

	JavaScript Backbone/Marionette Bootstrap Require.js
--	--------------------------------------------------------------

The following is a simplified, high-level diagram of the RRAC system architecture. More in-depth RRAC system architecture and technical details can be found in the *RRAC System Support Addendum - RRAC-Post-Deployment-Design*.

AWS GLO Logical Design





RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

APPENDIX M – REPORTING DEADLINES FOR FISCAL YEAR 2022

Oil payments and reports are due on the 5th of the month and Gas payments and reports are due on the 15th of the month; unless, the 5th or 15th lands on a Sunday, a GLO holiday (legislative or commissioner designated, does not include skeleton crew days), or in the event of a national disaster.

The table below identifies the specific reporting deadlines for each month and the corresponding reporting periods and interim periods. This information is subject to change as the reporting deadlines for Fiscal Year 2022 have not been finalized.

Month	Reporting Deadline Type	Reporting Deadline Date	Reporting Period *	Interim Period **
September	Oil	Tuesday – Sep 7, 2021	09/04/21 – 09/08/21	09/07/21 – 09/12/21
September	Gas	Wednesday - Sep 15, 2021	09/12/21 – 09/16/21	09/16/21 – 10/02/21
October	Oil	Tuesday – Oct 5, 2021	10/02/21 – 10/06/21	10/06/21 – 10/12/21
October	Gas	Friday – Oct 15, 2021	10/12/21 – 10/16/21	10/16/21 – 11/02/21
November	Oil	Friday – Nov 5, 2021	11/02/21 – 11/06/21	11/06/21 – 11/12/21
November	Gas	Monday – Nov 15, 2021	11/12/21 – 11/16/21	11/16/21 – 12/03/21
December	Oil	Monday – Dec 6, 2021	12/03/21 – 12/07/21	12/07/21 - 12/12/21
December	Gas	Wednesday – Dec 15, 2021	12/12/21 – 12/16/21	12/16/21 - 01/02/22
January	Oil	Wednesday – Jan 5, 2022	01/02/22 – 01/06/22	01/06/22 - 01/12/22
January	Gas	Saturday – Jan 15, 2022	01/12/22 – 01/16/22	01/16/22 - 02/02/22
February	Oil	Saturday – Feb 5, 2022	02/02/22 – 02/06/22	02/06/22 - 02/12/22
February	Gas	Tuesday – Feb 15, 2022	02/12/22 – 02/16/22	02/16/22 - 03/02/22
March	Oil	Saturday – Mar 5, 2022	03/02/22 – 03/06/22	03/06/22 - 03/12/22
March	Gas	Tuesday – Mar 15, 2022	03/12/22 – 03/16/22	03/16/22 - 04/02/22
April	Oil	Tuesday – Apr 5, 2022	04/02/22 – 04/06/22	04/06/22 - 04/12/22
April	Gas	Friday – Apr 15, 2022	04/12/22 – 04/16/22	04/16/22 - 05/02/22
May	Oil	Thursday – May 5, 2022	05/02/22 – 05/06/22	05/06/22 - 05/13/22
May	Gas	Monday – May 16, 2022	05/13/22 – 05/17/22	05/17/22 - 06/03/22
June	Oil	Monday – Jun 6, 2022	06/03/22 – 06/07/22	06/07/22 - 06/12/22
June	Gas	Wednesday – Jun 15, 2022	06/12/22 – 06/16/22	06/16/22 - 07/02/22
July	Oil	Tuesday – Jul 5, 2022	07/02/22 – 07/06/22	07/06/22 - 07/12/22
July	Gas	Friday – Jul 15, 2022	07/12/22 – 07/16/22	07/16/22 - 08/02/22
August	Oil	Friday – Aug 5, 2022	08/02/22 – 08/06/22	08/07/22 - 08/12/22
August	Gas	Monday – Aug 15, 2022	08/12/22 – 08/16/22	08/16/22 - 08/31/22

*The reporting period starts at 6:00am on the first day of the reporting period and ends at 8:00pm on the last day of the reporting period.

**The interim period starts at 8:00pm on the last day of the prior reporting period and ends at 6:00am on the first day of the subsequent reporting period.

Fiscal Year 2022 for the state of Texas starts on 09/01/2021 and ends on 08/31/2022.



RRAC SYSTEM SUPPORT PROJECT

GLO Technology Statement of Work

Texas General Land Office

ADDENDUM – RFD & ASSOCIATES, INC. RESPONSE



**AMENDMENT NO. 1 TO
GLO CONTRACT NO. 21-241-000-D056**

THE GENERAL LAND OFFICE (the “GLO”) and **RFD & ASSOCIATES, INC.** (“Vendor”), each a “Party” and collectively “the Parties” to GLO Contract No. 21-241-000-D056 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. Pursuant to the Contract section bearing the heading “**SIGNATURES AND EFFECTIVE TERM**”, the Contract is extended for one additional one-year period, through **August 31, 2023**.
2. This Amendment shall be effective upon the earlier of the date of the last signature or August 31, 2022.
3. 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. 21-241-000-D056

GENERAL LAND OFFICE

RFD & ASSOCIATES, INC.

DocuSigned by:



7C299F4374E7497...
MARK A. Havens, Chief Clerk/

Deputy Land Commissioner

Date of execution: 8/24/2022

DocuSigned by:

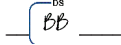
Scott T. Glover

1C6E1E503E4B4...
SCOTT T. Glover

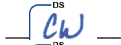
Title: coo

Date of execution: 8/22/2022

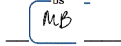
OGC



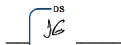
CIO



DGC



GC



DEPARTMENT OF INFORMATION RESOURCES

SOW ID# GLO-000070 Amendment 1

DocuSigned by:

By: 

Name: Hershel Becker

Title: Chief Procurement Officer

Date of execution: 8/30/2022 | 6:57 AM CDT



**AMENDMENT NO. 2 TO
GLO CONTRACT NO. 21-241-000-D056**

THE GENERAL LAND OFFICE (the “GLO”) and **RFD & ASSOCIATES, INC.** (“Vendor”), each a “Party” and collectively “the Parties” to GLO Contract No. 21-241-000-D056 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

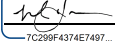
1. Pursuant to the Contract section bearing the heading “**SIGNATURES AND EFFECTIVE TERM**”, the Contract is extended for one additional one-year period, through **August 31, 2024**.
2. This Amendment shall be effective upon the date of the last signature.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO
GLO CONTRACT No. 21-241-000-D056**

GENERAL LAND OFFICE

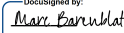
RFD & ASSOCIATES, INC.

DocuSigned by:

7C299F4374E7497...

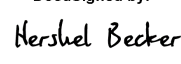
Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: 2/23/2023

DocuSigned by:
Scott Glover
1C8E1EDDB85E484...

Name: Scott Glover
Title: COO
Date of execution: 2/21/2023

OGC 
DocuSigned by:
407967DA24C847E...
C/O  OIS 
DocuSigned by:
F328C036A74345F...
DGC 
DocuSigned by:
833F61245C79401...
GC 
DocuSigned by:
3E1127E3B28541D...

DEPARTMENT OF INFORMATION RESOURCES
DIR SOW ID GLO-000279

DocuSigned by:

By: _____
7F04C0B913D547B...
Name: Hershel Becker
Title: Chief Procurement Officer
Date of execution: 3/13/2023 | 9:17 AM CDT



**AMENDMENT NO. 3 TO
GLO CONTRACT NO. 21-241-000-D056**

THE GENERAL LAND OFFICE (the “GLO”) and RFD & ASSOCIATES, INC. (“Vendor”), each a “Party” and collectively “the Parties” to GLO Contract No. 21-241-000-D056 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. In addition to the terms stated in the Contract, the Contract is being extended for an additional one-year period, from September 1, 2024 through **August 31, 2025**.
2. **Table 5** of the Contract is deleted and replaced in its entirety as follows:

Table 5: Period of Coverage, Monthly, and Annual Pricing

Support Period	Period of Coverage	Operational Support Services Annual Cost	Additional Support Services Hours Annual Cost*	Total Annual Cost
Initial Term – Year 1	9/1/2021 – 8/31/2022	\$270,000	\$150,000	\$420,000
Optional Renewal Support Periods				
Optional Year 2	9/1/2022 – 8/31/2023	\$270,000	\$150,000	\$420,000
Optional Year 3	9/1/2023 – 8/31/2024	\$270,000	\$150,000	\$420,000
Optional Year 4	9/1/2024 – 8/31/2025	\$150,000	\$375,000	\$525,000

* This amount is based on Customer’s estimate of 1,000 change hours during each Support Period through Optional Year 3, and an estimated 2,500 change hours during Optional Year 4, to be used at the Customer’s direction. Vendor may only invoice Customer for the actual number of change hours required for Vendor to complete authorized Additional Support Services. Customer shall compensate Vendor for the actual number of change hours used, at the unit cost listed in Table 4 of the Contract.

3. The **Texas General Land Office contacts** “GLO Executive Contact” section is deleted and replaced by:

GLO Executive Contact

Name: Jennifer G. Jones

Title: Chief Clerk and Deputy Land Commissioner

Business Name: Texas General Land Office

Business Address: 1700 Congress Avenue

City, State, Zip: Austin, Texas 78701

Email Address: jennifer.jones@glo.texas.gov

4. This Amendment shall be effective upon the earlier of the date of the last signature or August 31, 2024.
5. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3 TO
GLO CONTRACT No. 21-241-000-D056**

GENERAL LAND OFFICE

RFD & ASSOCIATES, INC.

DocuSigned by:
Jennifer G Jones
E70CDF09B56540E...
Jennifer G. Jones

DocuSigned by:
Scott Glover
1C6E1EDDB95E4B4...
Name: Scott Glover

Chief Clerk and Deputy Land Commissioner

Title: coo

Date of execution: 8/26/2024

Date of execution: 8/26/2024

OGC JC

PM PS

CIO SP

DGC MB

GC JG

DEPARTMENT OF INFORMATION RESOURCES

DocuSigned by:
By: Lisa Massock
EACA16B7EFC6463...

Name: Lisa Massock

Title: Chief Procurement Officer

Date of Execution: 8/28/2024 | 11:52 AM CDT