



IT OPERATIONS SUPPORT - GLO DISASTER RECOVERY AND MITIGATION PROGRAMS

Technology Statement of Work

Texas General Land Office

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## 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 expectations when working with the Texas General Land Office (“GLO”), an agency of the State of Texas.

<b>PROJECT TITLE</b>	IT Operations Support for GLO Disaster Recovery and Mitigation Programs
<b>AGENCY MISSION</b>	Disaster Recovery and Mitigation
<b>PROJECT OBJECTIVE</b>	Provide information technology services and deliverables to support the GLO’s disaster recovery and mitigation programs.



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## PROJECT BACKGROUND

In 2011, the Governor of Texas designated the Texas General Land Office (“GLO”) as the lead state agency to provide the administration of Community Development Block Grant Disaster Recovery (“CDBG-DR”) and Mitigation (“CDBG-MIT”) grant programs. The Community Development and Revitalization (“CDR”) division of the GLO oversees the administration of CDBG-DR and CDBG-MIT funds allocated to Texas by the United States Department of Housing and Urban Development (“HUD”) following a Presidentially declared natural disaster.

Governor Rick Perry initially named the GLO to lead the long-term housing and infrastructure recovery efforts necessitated by Hurricanes Ike, Rita, and Katrina. In following years, the GLO was called upon to fulfill similar roles, leading efforts to effect long-term recovery from Hurricane Harvey, flood events, and wildfires that struck the state and administering CDBG-MIT funds appropriated by Congress on February 9, 2018 for mitigation projects in the areas affected by Hurricane Harvey and the 2015 and 2016 Floods. Since 2015, 140 Texas counties have received a Presidential disaster declaration under the CDBG-MIT eligible disasters. These CDBG-MIT funds represent an opportunity to fund and carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses in areas impacted by recent disasters. The table below summarizes the grants administered by CDR.

Grant Name	Grant Agreement Date	Grant Expiration Date
2019 Disasters	3/22/2021	3/22/2027
2018 South Texas Floods	3/22/2021	3/22/2027
Mitigation	1/12/2021	1/12/2033
Hurricane Harvey \$5.6B	8/17/2018	8/17/2026
Hurricane Harvey	6/12/2018	6/12/2026
2016 Floods	11/1/2017	11/1/2025
2015 Floods	4/5/2017	4/5/2025

The CDR programs are dynamic, changing in size and scope as needed to support the cycles of the various grant programs it oversees. To successfully execute programs, CDR must work closely with many different stakeholders, such as various government entities and regional Councils of Government (“COGs”) that represent the interests of Texans impacted by disasters, elected officials, impacted citizens, and vendor partners. Technology plays a critical role in enabling secure, effective business operations. The GLO is seeking a partner to provide information technology operations services and deliverables to support agency staff and other stakeholders involved with the recovery programs.



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## PROJECT SCOPE

Loblolly Consulting, LLP (“Vendor”) will provide the services and deliverables listed herein (the “Project”), including providing an on-site information technology support team to begin work no later than 9/23/2022. Service times are Monday through Friday, 7:30 a.m. until 5:00 p.m., to match GLO hours. After hours work may be requested on a periodic basis to support special projects (not to exceed 25 hours per month). Vendor must monitor the technology environment and respond to outages as needed to minimize service interruption. Vendor must provide the following IT Support services and deliverables:

### ***Infrastructure & Network Support and Administration***

- Support, administer, maintain, and monitor secure, reliable IT infrastructure for networking, Wi-Fi, internet, storage, and virtualization at the CDR Lavaca, Chase Tower Offices, and Stephen F. Austin Building identified below.
- Support, administer, maintain, and monitor file, print, and virtualization services used by CDR.
- Perform user account administration duties, Active Directory account management, and other related access management tasks.
- Provide ongoing support and administration for Okta (identity management, multifactor authentication, and other related features).
- Provide support for physical and virtual servers.

### ***Device Support (Desktops, Laptops, Tablets, and Phones)***

- Prepare, distribute, support, and maintain user devices such as PCs, laptops, tablets, mobile phones, printers, audio and video conferencing tools, and Surface Hubs.
- Perform inventory management duties including IT asset tracking.
- Perform imaging and patching as needed to support users.
- Perform device maintenance and support (using warranty vendors for hardware failures).
- Install, configure, support, and troubleshoot common office productivity tools such as (but not limited to) Outlook, Word, Excel, Power Point, Access, OneNote, OneDrive, Teams, Visio, Office 365 apps, and Adobe Acrobat.
- Support general user service requests, technical support, and troubleshooting (including but not limited to) password resets, system and software access, device hardware, performance, and related issues.
- Provide a desktop support team lead who will manage ticket processing, workflow, and assist in overall desktop support management prioritization of daily and long-term ticket resolution.
- Use agency support Ivanti Service Desk System to enter, track, and report all staff service requests and incidents.



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***Application Support & Administration – Microsoft (“MS”) Office 365***

- Support, administer, maintain, and monitor the O365 environment Perform user account administration duties, including (but not limited to) creating accounts, assigning rights and roles, disabling accounts, and related duties.
- Provide technical support for all G1 and G3 MS Office tools on supported PCs, phones, and tablets, including (but not limited to) Outlook, Word, Excel, Power Point, Access, OneNote, Teams, Office 365 applications, and Visio.
- Provide remediation services by engaging with Microsoft to resolve issues with the environment.
- Support, administer, maintain, and monitor the GALsync contact and calendar cross tenant synchronization utility.
- Support, administer, maintain, and report on users via O365 Admin Portal, Meraki Admin Console, VMWare Admin Console, Solar Winds, and other tools.

***Application Support & Administration – MS Dynamics (Cloud)***

- Support, administer, maintain, and monitor the O365 MS Dynamics production test and development environments, including (but not limited to) patching, upgrading, configuring, and troubleshooting this does not entail supporting the specific Dynamics applications, only the environment).
- Provide remediation services by engaging with Microsoft to resolve migration and other issues affecting the Dynamics environment.
- Perform user account administration duties, including (but not limited to) creating accounts, assigning rights and roles, disabling accounts, and related duties.
- Support, administer, maintain, and monitor the Azure tenant that interfaces with the Dynamics environment.
- Support, administer, maintain, and monitor Visual Studio licensed users who interface with the Dynamics environment.

***Application Support & Administration – SharePoint***

- Support, administer, maintain, and monitor the O365 MS SharePoint environment.
- Perform user account administration duties, including (but not limited to) creating accounts, assigning rights and roles, disabling accounts, and related duties.
- Support general user service requests regarding the use of SharePoint client software, the SharePoint browser software, or the general environment.
- Meet with program area SMEs to understand information management, governance, data stewardship, collaboration, and retention needs. Contribute to the team by offering advice and best practice information based on knowledge and experience.
- Design and implement SharePoint lists, libraries, sites, repositories, workflows, and other items as needed



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to support business requirements.

- Work with program area staff to plan, design, implement, and migrate agency data from multiple sources into SharePoint.

**Information Security Operations**

- Configure all infrastructure and environments for secure operations.
- Coordinate with GLO Information Security to make environment and workstation changes necessary to mitigate identified risks and issues.
- Adhere to Texas Cybersecurity Framework and GLO Information Security Policy and associated standards.
- Comply with all applicable Texas Risk and Authorization Management Program (TX-RAMP) standards and requirements set forth in: Texas Government Code Chapter 2054; Texas Administrative Code Title 1, Section 202.27; the TX-RAMP Program Manual published by DIR; and any other law, rule, or DIR guidance document pertaining to TX-RAMP.

**Environment Support and Administration – Microsoft Azure**

- Support, administer, maintain, and monitor the Microsoft Azure environment, including (but not limited to) patching, upgrading, configuring, and troubleshooting
- Perform a review of the existing Azure landscape, provide (if any) suggested improvements based on widely known best practices
- Provide remediation services by engaging with Microsoft to resolve migration and other issues affecting the Azure environment.
- Perform user account administration duties, including (but not limited to) creating accounts, assigning rights and roles, disabling accounts, and related duties.
- Provide advisement and implementation to subscription creation strategy to support dev, test, and production environments.
- Support, administer, maintain, and monitor the Azure interfaces with the Dynamics environment.

**Other Duties**

- Report to and take primary direction from GLO Enterprise Technology Solutions (“ETS”).
- Align strategies, products, tools, and services to standards established by or agreed to with GLO ETS.
- Track all work performed in a service management solution approved by GLO ETS.
- Establish, track, and monitor performance metrics as agreed to by Vendor and GLO ETS.
- Assist GLO with the research, evaluation, and implementation of strategies, products, tools, services, and other topics necessary to support IT operations for CDR.



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- Assist GLO in implementing Continual Service Improvement processes to drive better system and application uptime, lower ticket incident volumes, and be more efficient.
- Produce documentation such as (but not limited to) processes, procedures, requirements, and service levels as directed by GLO ETS.

**EXCLUDED**

Potential requests and/or services identified as “Out of Scope” are:

- Application development activities
- Direct support for custom business applications such as TIGR and T-RecS
- Functional duties in CDR operations roles
- IT procurement
- Direct support for hardware equipment utilized by CDR remote members such as COG users located outside of Austin metro area
- In person field service support for CDR users located outside of the Austin metro area

**SUPPORTING INFORMATION****Terms & Definitions**

TERM	DEFINITION
CAB	Change Advisory Board
CDBG-DR	Community Development Block Grant- Disaster Recovery
CDBG-MIT	Community Development Block Grant- Mitigation
CIO	Chief Information Officer
CDR	Community Development & Revitalization, the GLO program area responsible for operating, managing, and overseeing the disaster recovery and mitigation programs.
Contractors	Staff from private firms hired to assist with the recovery programs.
COG	Council of Government, a regional governing and/or coordinating body that represent the victims in need of the disaster recovery or mitigation programs.
DIR	Texas Department of Information Resources
Enterprise Technology Solutions (“ETS”)	The GLO program area responsible for information technology management, operations, and strategic planning.
FTE	Full-time employee of the GLO
G1	In response to the unique and evolving requirements of the United States public sector, Microsoft has created Office 365 Government plans (or Office 365 Government). G1 is an Office 365 Government licensing level.
G3	In response to the unique and evolving requirements of the United States public sector, Microsoft has created Office 365 Government plans (or Office



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	365 Government). G3 is an Office 365 Government licensing level.
GALsync	GALsync is a software solution that allows you to share Exchange mail-enabled objects between forests. Sharing objects helps users in one or both messaging organizations access information about users and groups of the opposite Active Directory.
GLO	Texas General Land Office
GLO PM	Texas General Land Office project manager
GLO Support Staff	GLO employees in other program areas outside of CDR who support all agency functions, including the disaster recovery and mitigation programs (ex: HR, Finance, Legal).
GSA	General Services Administration
IT	Information technology
MS	Microsoft
NDA	Non-disclosure agreement
O365	Microsoft Office 365
Office of Information Security ("OIS")	The GLO program area responsible for information security management, operations, and strategic planning.
Okta	Enterprise identity and access management solution.
PC	Personal computer
Project Start Date	The date mutually agreed to in writing by the GLO and Vendor on which Vendor begins work on the Project.
RESOURCE	A skilled information technology worker
SLA	Service Level Agreement
SME	Subject Matter Expert
SOW	Statement of Work
Vendor	The company or companies selected to perform the duties described herein.
VPN	Virtual Private Network
WAP	Wireless Access Point

### ***Number & Type of Staff Supported***

The table below describes the types of users and level of support for each group.

<b>TYPE</b>	<b>NUMBER</b>	<b>SUPPORT DESCRIPTION</b>
CDR Program Area Staff & CDR Interns	244	Full support - All services and support levels described above.
GLO Support Staff	82	Full support - All services and support levels described above.





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COG Staff (may fluctuate depending on catastrophic events)	7 to 60	Limited support - Provide remote support via phone or email of MS Office 365 G1 accounts, basic account management for SharePoint & Dynamics. No hardware or other support.
Contractors	735	Limited support - Provide remote support via phone or email of MS Office 365 G1 accounts, basic account management for SharePoint & Dynamics. No hardware or other support.
Administration and supported accounts such as hubs, auditors, integration accounts, etc.	206	Limited support - Provide remote support via phone or email of MS Office 365 G1 accounts, basic account management for SharePoint & Dynamics. No hardware or other support.

Total Staff "Full Support" = 326

Total Staff "Limited Support" = 948

**Locations**

The duties described herein will be performed at the following locations.

LOCATION	DESCRIPTION	DUTIES
Lavaca Office 504 Lavaca St. Austin, TX	Primary office location for CDR, main location of Vendor-provided support team. Includes 8 <sup>th</sup> & 9 <sup>th</sup> floor office space.	All duties described above. The majority of the Vendor's team will work from this location.
Chase Tower Office 221 W. 6 <sup>th</sup> Street Austin, TX	This location is across the street from the Lavaca Office and is connected by a skybridge. This location handles user overflow from the Lavaca office. Includes 7 <sup>th</sup> & 8 <sup>th</sup> floor office space currently unoccupied due to Covid -19.	All duties described above. The majority of the Vendor's team will work from Lavaca, which is connected to this location.
Stephen F. Austin Building ("SFA") 1700 Congress Ave., Austin, TX	GLO main office, includes most GLO Support Staff. Vendor will travel here for meetings and may have 1-2 staff located at SFA.	GLO anticipates 1-2 Vendor team members at this location providing desktop support duties, one day per week Service Desk coverage, project management, meetings (no system, infrastructure, or administration duties).

**Current Devices in the Disaster Recovery and Mitigation Programs**

This information provided in the table below is for information only. The exact number of items in each category may increase or decrease during this engagement.



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TYPE	AMOUNT	COMMENT
Desktop Computers	32	Dell PCs
Laptop / Windows Tablet Computers	347	Includes Dell Latitude laptops and Dell Windows tablets
Monitors	499	Includes traditional desktop monitors and 20 portable USB devices
iPhones	157	
iPads	3	State owned tablets, no personal tablets
Surface Hubs	11	Support need is minimal, a Vendor service contract is in place
Network Printers	24	
Physical Servers	2	Dell servers
VMWare Virtual Servers	5	
Routers	2	Cisco routers
Network Switches	9	Cisco switches
Portable Switches	28	
Wireless Access Points ("WAP")	36	Meraki WAPs, Air Cards, Verizon

**Current Accounts Supported**

This information provided in the table below is for information only. The numbers describe the licenses currently owned in the MS Office tenant. The exact number of items in each category may increase or decrease during this engagement.

TYPE	AMOUNT	COMMENT
MS Office 365 G1	717	These are COG employees and contractors. Vendor only provides remote support via phone or email of MS Office 365 G1 accounts, basic account management for SharePoint & Dynamics. No hardware or other support.
MS Office 365 G3	320	Vendor provides full support for these accounts
MS Dynamics	833	Dynamics users include GLO employees, COG employees, and vendors. Vendor only provides general account support. Vendor does not troubleshoot or provide support for specific Dynamics applications.

**Example Roles and staffing levels**

The information below is offered solely as a guide. It is up to Vendor to determine the specific roles and the



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number and type of RESOURCES required to successfully complete the services and deliverables described in this SOW.

Currently, there are 13 staff members in the listed roles with our current vendor. These roles are crucial to the continued operations of the current technology design of the GLO. It is up to Vendor to determine who will initially fill these specific roles listed below; however, the GLO ETS management team reserves the right to request staffing changes to address any problems that arise during the length of the contract.

ROLE	NUMBER	DESCRIPTION
Operations Manager	1	Oversee the support team, primary point of contact for GLO and assists with ongoing implementation work.
Desktop Support Staff	4	Support all aspects of PCs, laptops, tablets, phones, monitors, printers, and other hardware.
IT Support Engineer	1	Multi-purpose IT support, assisting to balance the needs of desktop support and system administration.
System Administrators	4	Manage user accounts, infrastructure, network resources and configuration, O365 accounts, software, and environment, MS Dynamics Support, Microsoft Azure, and Administration.
SharePoint Architect and Administrator	1	Provides all SharePoint planning, design, implementation, support, maintenance, and administration duties. May back up system administrators.
Desktop Support Team Lead	1	Manage and direct ticket volume and service request activities to the desktop support team and systems support team as required. Engage in tickets and service requests requiring extended period of time for resolution. Engage with Operations Manager and BA in process improvement and resolution of IT support issues affecting CDR staff. Assist desktop support team in providing desktop support to all local CDR FTEs and remote contractors.
Business Analyst/Project Manager	1	Lead the team's efforts to perform research, design new services, establish and track performance measures, document processes and procedures, and perform related duties. May help manage development projects.



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## DELIVERABLES | MAJOR MILESTONES | SCHEDULE

### **DESCRIPTIONS OF DELIVERABLES**

**Performance Metrics Document** – Vendor must produce the first version of the document within 90 days of the Project Start Date. The document is only effective upon GLO ETS’s acceptance of the metrics proposed. Changes may be requested by Vendor or GLO ETS. Upon completion of this deliverable, the Vendor must include each performance metric in the relevant monthly report deliverables.

The Performance Metrics Document must establish performance metrics for each of the core areas described in the Project Scope of this SOW. Document must:

- Define each metric
- Explain each metric’s relevance
- Describe how each metric will be tracked

**Monthly Status Update Meeting** – Vendor must schedule and conduct a monthly meeting with the GLO CDR and GLO ETS that includes the following topics:

- Review previous month performance
- Discuss notable activities planned for the upcoming month
- Discuss the needs and status of current staffing
- Discuss issues/areas for team improvement
- Provide a status update on any outstanding deliverables
- Conduct a question-and-answer session with stakeholders in attendance
- Prepare and submit to GLO ETS for approval a written summary of the meeting

**Monthly Information Security Report** – Vendor must prepare and submit to GLO ETS for approval a written monthly report that:

- Provides performance measures surrounding information security activities
- Describes upcoming information security projects, changes, or other activities of note
- Addresses any questions or issues submitted for consideration prior to the report’s distribution

**Monthly Desktop Support Report** – Vendor must prepare and submit to GLO ETS for approval a written monthly report that:

- Provides performance measures surrounding desktop support activities
- Describes any significant incidents and describes the resolution
- Describes upcoming desktop support projects, changes, or other activities of note
- Offers potential opportunities to improve service



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- 
- Addresses any questions or issues submitted for consideration prior to the report's distribution

**Monthly Network & Application Administration Report** – Vendor must prepare and submit to GLO ETS for approval a written monthly report that:

- Provides performance measures surrounding network and application support activities
- Describes any significant incidents and their resolutions
- Describes upcoming network and application administration projects, changes, or other activities of note
- Offers potential opportunities to improve service
- Addresses any questions or issues submitted for consideration prior to the report's distribution

**Monthly Content Management Report** – Vendor must prepare and submit to GLO ETS for approval a written monthly report that:

- Describes new development work completed (lists, libraries, strategy/planning meetings, and other completed work.)
- Describes status of data migration work, including migrations underway and remaining
- Provides detail on any other Enterprise Content Management (“ECM”) related issues
- Addresses any questions or issues submitted for consideration

**Monthly Service Level Agreement Document** – This is a living document that will evolve over time as additional information is learned. Vendor must prepare and submit to GLO ETS for GLO ETS's written approval, an initial, high-level draft of the document, then update the document monthly for GLO ETS's written approval, to provide additional detail, account for new services, changes to RESOURCES, or other conditions that drive changes to services. The document must include details such as:

- Description of services provided by the support team
- Definition of the scopes of the services
- Description of expected service levels (how much time to complete each service on a regular, repeated basis)

**Monthly Process and Procedure Manual for Device Support** – Vendor must prepare and submit to GLO ETS for approval an inventory of the processes and procedures necessary to successfully manage the device support duties described in this SOW. This is a living document that will evolve over time as additional information is learned. Vendor must prepare and submit to GLO ETS for approval an initial, high-level draft, then update the document monthly to provide additional detail, account for changes to RESOURCES, process improvements, or other conditions that drive changes to services. The document must include details such as:

- A description of each process and a flowchart or diagram that depicts the process
- A high-level list of steps or actions required to complete the requirements of each procedure



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**Monthly Process & Procedure Manual for Network, Application, & Infrastructure** – The Vendor must prepare and submit to GLO ETS for approval an inventory of the processes and procedures necessary to successfully manage the network, application & infrastructure administration duties described in this SOW. This is a living document that will evolve over time as additional information is learned. The Vendor must prepare and submit to GLO ETS for approval an initial, high-level draft, then update the document monthly to provide additional detail, account for changes to RESOURCES, process improvements, or other conditions that drive changes to services. The document must include details such as:

- A description of each process and a flowchart or diagram that depicts the process
- A high-level list of steps or actions required to complete the requirements of each procedure

### **FEDERAL FUNDING**

Funding for administrative costs for this SOW shall be paid from: 1) funds appropriated by the Congress of the United States under the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 (Public Law 110-329) enacted on September 30, 2008 allocated and administered by HUD through Grant No. B-08-DI-48-0001 (Ike/Dolly) to the State of Texas, in accordance with Executive Order 12892 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*), for necessary expenditures related to disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing in areas affected by Hurricanes Ike/Dolly (2008); 2) funds appropriated by the Congress of the United States under the Further Continuing Appropriations Act, 2012 (Public Law 112-55) enacted on November 18, 2011 allocated and administered by HUD through Grant No. Grant No. B-12-DT-48-0001 and B-13-DS-48-0001 (Wildfires, Round 1 and 2) to the State of Texas, in accordance with Executive Order 12892 and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*), for necessary expenditures related to disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing in areas affected by Wildfires (Round 1 and 2); and/or 3) eligible administrative funds appropriated by the Congress of the United States under Public Laws 114-113, 114-223, 114-254, 115-31, 115-56, 115-123, and 115-254, or any future Congressional act, without regard to the particular disaster appropriation from which such funds originated.

The fulfillment of this SOW is based on the abovementioned funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency for the applicable HUD allocations. All expenditures under this SOW must be made in accordance with the DIR Master Contract, this SOW, applicable HUD rules and regulations, and any other applicable laws. Further, Vendor acknowledges that all funds are subject to recapture and repayment for noncompliance.

Vendor must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Vendor shall report its UEID and CAGE code to the GLO for use in various grant-reporting documents. Vendor may obtain a UEID and CAGE code by registering with the System for Award Management through its website at:



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<https://www.sam.gov>. Vendor is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the SOW term.

### ***COST AND SCHEDULE***

Vendor shall begin work on the project on a date mutually agreed to in writing by the GLO and Vendor. The initial monthly reports are due within 60 days of the Project Start Date under this contract. On the 5<sup>th</sup> day of each month, Vendor must submit to the GLO a report summarizing the previous month's activities.

The GLO and Vendor may amend this SOW by mutual written agreement. Vendor must submit invoices as required by State and Agency Processes (*see Appendix G - Agency Business*).

The SOW may not extend beyond the end of the latest-expiring applicable federal funding period.

DELIVERABLE	COST
Performance Metrics Document (1 time fee – within 90 days)	\$40,000.00
IT Operations Support for GLO Recovery Programs - September 2022 (Begin Sept 23rd - Partial Month) -	\$46,625.00
IT Operations Support for GLO Recovery Programs - October 2022	\$186,497.00
IT Operations Support for GLO Recovery Programs - November 2022	\$186,497.00
IT Operations Support for GLO Recovery Programs - December 2022	\$186,497.00
IT Operations Support for GLO Recovery Programs - January 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - February 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs – March 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - April 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - May 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - June 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - July 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - August 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - September	\$186,497.00



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<b>Year 1 Total Cost</b>	<b>\$2,324,589.00</b>
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<b>DELIVERABLE   MILESTONE FOR INVOICING</b>	<b>FY23 (September 23, 2022 – September 30, 2023)</b>
Performance Metrics Document	
Monthly Status Update Meeting (If GLO unavailable for meeting, Vendor must submit to GLO a report containing all reports listed below and any additional updates that are regularly provided in the meeting)	Monthly
Monthly Information Security Report	Monthly Reports
Monthly Desktop Support Report	Monthly Reports
Monthly Network & App Admin Report	Monthly Reports
Monthly Content Management Report	Monthly Reports
Monthly Service Level Agreement Document	Monthly reports with incremental improvement
Monthly Process and Procedure Manual for Device Support	Monthly reports with incremental improvement
Monthly Process & Procedure Manual for Network, Application, & Infrastructure	Monthly reports with incremental improvement

<b>Contract Year</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Year 1 Contract Renewal	\$192,091.91	\$2,305,102.92
Year 2 Contract Renewal	\$197,854.67	\$2,374,256.01
Year 3 Contract Renewal	\$203,790.31	\$2,445,483.69

**MAJOR MILESTONES**

The Project’s milestones reflect specific timeframes and corresponding deliverables as noted in this section.

**Quality and Completeness Acceptance of Deliverables**

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

- Does the deliverable meet written requirements provided in a statement of work or other narrative provided to the Vendor?
- Does the deliverable adhere to generally accepted standards in the IT industry?
- If applicable, is the work considered complete in accordance with written requirements in a statement of work or other narrative provided to the Vendor?





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- 
- For documentation, was the work produced using an approved template and/or format? Is the level of detail sufficient to achieve the purpose and intent of the document?

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### **FINAL ACCEPTANCE OF DELIVERABLES**

When considering a deliverable for final acceptance, technical subject matter experts informally review the deliverables in line with the *Quality and Completeness Acceptance of Deliverables* section above. The reviewer(s) will communicate the status and quality of the work to the GLO ETS Project Manager. The GLO ETS Project Manager will compile the feedback, create the Acceptance of Deliverables document, and then facilitate the acceptance process. Formal acceptance, represented by signature(s) must be given by the appropriate ETS manager, director, and/or the CIO.

### **SCHEDULE**

Vendor shall begin work on the Project Start Date. The schedule below is based on an estimated Project Start Date. The actual duration may vary due to changes in scope or unforeseen occurrences. The GLO ETS Project Manager 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 GLO's Project file.

<b>October 2022 – September 2023</b>		
<b>TASK</b>	<b>DELIVERABLE   MILESTONE FOR INVOICING</b>	<b>EST DELIVERY DATE</b>
1	Monthly Status Update Meeting	5 <sup>th</sup> day of the month
2	Monthly Information Security Report	5 <sup>th</sup> day of the month
3	Monthly Desktop Support Report	5 <sup>th</sup> day of the month
4	Monthly Network & App Admin Report	5 <sup>th</sup> day of the month
5	Monthly Content Management Report	5 <sup>th</sup> day of the month
6	Monthly Service Level Agreement Document	5 <sup>th</sup> day of the month
7	Monthly Process and Procedure Manual for Device Support	5 <sup>th</sup> day of the month
8	Monthly Process & Procedure Manual for Network, Application, & Infrastructure	5 <sup>th</sup> day of the month

1. For the following deliverables, work in progress monthly deliverables are acceptable during the period the process and procedures are being defined for GLO and the Vendor to provide information:
  - 1 - Performance Metrics Document,
  - 7 - Monthly SLA Document,
  - 8 – Monthly Device Process and Procedure Manual
  - 9 – Monthly Network, Application, Infrastructure Process & Procedure Manual

2. The timeline for a deliverable may be extended past the deadline or due date established in the SOW if



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GLO repurposes Vendor's priorities towards another deliverable or special project request and such change in timeline is agreed upon in writing by the GLO. A partial work in progress report will be acceptable upon written approval by the GLO during the period the special project request or deliverable is being required as a priority.

3. In the event information / data required from GLO towards the preparation of a report is not available on time and upon written approval by the GLO, a work in progress report reflecting the contents available to date will be acceptable as a complete deliverable for that time period.
4. In lieu of a monthly status meeting, if GLO is unavailable for a status meeting by the 5th of the month, Vendor may submit a monthly status report for deliverable acceptance.

## **ADDITIONAL ITEMS**

### ***Terms and Conditions***

All terms and Conditions of DIR Contract DIR-CPO-4946 (the "DIR Master Contract") are incorporated herein by reference for all purposes and will apply to this SOW and Vendor's performance hereunder. Texas General Land Office Purchase Order Terms and Conditions (the "PO Terms") in Appendix G apply to this SOW and Vendor's performance hereunder and shall control over conflicting terms and conditions in any other document attached hereto or incorporated herein by reference.

### ***Appendices***

The [Appendices](#) attached to this SOW are necessary and relevant to all Statements of Work issued by the GLO for its technology projects and will form part of any contract between the GLO and Vendor.

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## MAIN CONTACTS

### Vendor Contact

Name: Raj Nayak  
Title: President  
Business Name: Loblolly Consulting, LLC  
Business Address: 1401 Lavaca St., #624  
City, State Zip: Austin, TX 78702  
Telephone: 512.320.5421  
Email Address: [rnayak@loblollyconsulting.com](mailto:rnayak@loblollyconsulting.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](mailto:mark.havens@glo.texas.gov)

### GLO Executive Business Contact

Name: Pam Mathews  
Title: Director  
Business Name: Texas General Land Office  
Business Address: 1700 Congress Avenue  
City, State, Zip: Austin, Texas 78701  
Email Address: [pamela.mathews.glo@recovery.texas.gov](mailto:pamela.mathews.glo@recovery.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](mailto:cory.wilburn@glo.texas.gov)



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**SIGNATURES AND EFFECTIVE TERM**

This Statement of Work shall be effective on the later of the date signed by the last Party or the date approved and signed by an authorized representative of DIR (the "Effective Date"). This Statement of Work shall terminate on September 30, 2023 unless extended by mutual written agreement of the GLO and Vendor. The GLO and Vendor may extend this Statement of Work for up to 3 additional years by mutual written agreement. 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.

**AGREED TO:**

**LOBLOLLY CONSULTING, LLC**

DocuSigned by:  
By: *Raj Nayak*  
EA2C1CA9B3DB432...

**Raj Nayak**

President

Date of Execution: 8/24/2022

**TEXAS GENERAL LAND OFFICE**

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

**Mark A. Havens**

Chief Clerk | Deputy Land Commissioner

Date of Execution: 8/24/2022

**DIR SOW ID GLO-000076**

Texas Department of Information Resources

DocuSigned by:  
By: *Herchel Becker*  
7F04C0B912D547B...

**Chief Procurement Officer**

9/1/2022 | 3:10 PM CDT

\_\_\_\_\_

OGC *VB*

CIO *CW*

DGC *MB*

GC *JG*



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**APPENDICES**

<a href="#">Appendix A</a>	IT Policy: Acceptable Use
<a href="#">Appendix B</a>	IT Policy: Vendor Access to Information Resources
<a href="#">Appendix C</a>	Confidentiality and Non-Disclosure Agreement
<a href="#">Appendix D</a>	Vendor Essentials: Assumptions & Commitments
<a href="#">Appendix E</a>	Work Environment
<a href="#">Appendix F</a>	Agency Business
<a href="#">Appendix G</a>	Texas General Land Office Purchase Order Terms and Conditions
Appendix H	Assurances – Non-Construction Programs (SF 424B); Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. PART 87; Disclosure of Lobbying Activities (SF-LLL).
Appendix I	Nonexclusive List of Applicable Laws, Rules, and Regulations
Appendix J	GLO Information Security Appendix (CDBG)



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## 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:

- 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***

- 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.



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- 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 \*\*\*

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## APPENDIX B – IT POLICY: VENDOR ACCESS TO INFORMATION RESOURCES

<b>Policy Name</b>	Vendor Access to Information Resources
<b>Policy Owner</b>	Chief Information Officer
<b>Policy Scope</b>	All GLO employees, contractors, and third-party users.
<b>Policy Description</b>	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 (vendor representatives). This policy should be included in all contracts and other service agreements in which a vendor accesses GLO information resources.
<b>Policy Detail</b>	<p><b>User Access</b></p> <ul style="list-style-type: none"> <li>• Vendor representatives may be subject to background checks and may undergo training or orientation conducted by the GLO’s Human Resources Department.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• <b>User accounts and/or passwords must not be shared under any circumstances. Vendors that share account credentials are subject to potential penalties up to and including termination of the contract.</b></li> <li>• User account passwords will adhere to password complexity and reset requirements as determined by the GLO.</li> <li>• Vendors must notify the GLO immediately of any changes to staff that impact GLO projects or access to GLO systems.</li> </ul> <p><b>Server Level Access</b></p> <ul style="list-style-type: none"> <li>• The GLO’s standard approach to server management requires that vendors not be granted standing direct access to production servers. Once the GLO’s Change Approval Board (“CAB”) approves the vendor’s change request, GLO staff will enable a VPN connection that will be accessible for a designated</li> </ul>



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period of time. The VPN connection will be terminated according to the established schedule.

- In the event that a vendor requires standing production access to a server, said access can only be granted via written authorization from the Chief Information Officer or Director of Technology Integration Services.
- In cases where vendors 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. In the event that the vendor does need access to a service account, GLO Network Administrators will manage the use of the account.

\*\*\* End of Policy \*\*\*

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**APPENDIX C – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**NOTE: Potential vendors are not required to agree to the terms and conditions of this Appendix C at the time of response, but potential vendors must agree that this Appendix C will become a part of any contract entered into between the GLO and any vendor selected to perform this project. The terms and conditions of this Appendix C may change before contract execution.**

This **Confidentiality and Non-Disclosure Agreement (“NDA”)** is entered into by and between the **Texas General Land Office (“GLO”)** and the **Loblolly Consulting, LLC (“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 date signed by the last Party, and shall continue in force 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



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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; personally-Identifiable Information that, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual; 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, including but not limited to, the federal Privacy Act of 1974 (5 U.S.C. § 552a) and the Texas Public Information Act (TEX. GOV'T CODE Ch. 552).

### **ARTICLE II. DISCLOSURE OF CONFIDENTIAL AND PROPRIETARY 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.



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**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 Vendor's contractors or employers 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 RIGHTS, 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. Vendor acknowledges that the GLO reserves all legal and equitable rights and remedies available to it under law including injunctive relief to enforce the terms of the Contract.

**TEXAS GENERAL LAND OFFICE**

**LOBLOLLY CONSULTING, LLC**

DocuSigned by:

  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

7299147417491  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

Date of execution: \_\_\_\_\_

CIO  OGC  DGC  GC 



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## APPENDIX D – VENDOR ESSENTIALS: ASSUMPTIONS & COMMITMENTS

### ***GLO***

- With reasonable notice, GLO will make available the appropriate individuals as needed.
- The GLO will provide timely review of deliverables, indicating either acceptance or rejection (with documented reasons for rejection) within 10 business days.
- When necessary, the GLO ETS project manager (“GLO ETS PM”) will provide written notification of Vendor team issues to the Vendor PM. If a collaborative resolution cannot be reached between the GLO ETS and Vendor PM, the GLO ETS PM will escalate the issue to the Vendor’s Director – Technology Integration Services. If the issue cannot be resolved by the Director, the issue will be elevated to the CIO and, if appropriate, the executive business sponsor.
- If additional data is needed that the GLO does not possess, the Vendor and GLO will work together to acquire the data.

### ***Vendor***

- Vendor understands that exact number of employees, devices, and accounts supported will fluctuate. Vendor’s team must adjust accordingly. GLO understands that significant variance may require amendments or change orders to this agreement.
- Except where mutually agreed to in writing by both Parties, the vendor will align to GLO IT processes, tools, and strategies.
- The Vendor will remove/replace specific workers at the GLO’s request, with or without cause.
- A service request may be initiated by CDR or ETS. However, established points of contact in the GLO’s ETS department have final authority related to the service provided under this agreement.
- Local RESOURCES that do not require travel are preferred. If necessary, travel expenses must adhere to state guidelines and the GLO travel reimbursement requirements, see Appendix F. Travel expenses are subject to Texas law and regulations of the Texas Comptroller of Public Accounts (“CPA”) and will only be reimbursed at the rates established or adopted by the CPA.
- Other expenses have not been estimated or included. Any additional expenses must be approved in writing by the GLO in advance. NOTE: Expense reimbursements will be handled in accordance with the Contract and the GLO's Purchase Order Terms and Conditions.
- The solution design process will consider and account for information security requirements that are consistent with the sensitivity of the data used within the scope of the solution.



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## APPENDIX E – WORK ENVIRONMENT

### ***Location***

The GLO will provide Vendor with the workspace. The majority of the Vendor’s team will be located at the Lavaca office, with a possibility of one or two team members providing support from the Stephen F. Austin building. Team members may be asked to travel to the other CDR office location (see page 9) on an infrequent, as-needed basis.

### ***Hardware***

The GLO will provide workstations necessary to complete the required duties defined in the final statement of work. GLO will not provide vendors with mobile phones, tablets, or other devices.

### ***Software***

The GLO will provide the Vendor with access to all general office productivity tools made available to program area staff and with other IT administrative tools that align with GLO ETS standards. Other tools must be requested and agreed to by the GLO IT department.

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## APPENDIX F – 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”).

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 GLO.

### ***Payments to Vendor***

Fees are paid by the State of Texas within 30 days of the receipt of invoice and confirmation of an acceptable deliverable and/or service by the Project Manager.

### ***Travel Reimbursement***

The need for travel is not anticipated. If travel becomes necessary, vendor must make a written request that details the itinerary and why the travel is needed. If ETS agrees that travel is required, ETS will provide vendor with a written approval and notice to proceed.

GLO shall reimburse vendor for all reasonable, authorized travel expenses and other travel-related expenses as allowed by the State of Texas rules and regulations and the GLO's policies and procedures. The GLO shall not reimburse travel expenses in excess of rates established or adopted by the Texas Comptroller of Public Accounts.

In line with state and/or agency policy, contractors requesting travel reimbursement must provide detailed travel documentation and must include dates, location, and description of business being conducted.

Requests must 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





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**~Lodging**

Lodging will be reimbursed up to the state rate allowed and is subject to the federal rate limits set by the [General Services 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 federal rate limits set by the [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 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.

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**APPENDIX G– TEXAS GENERAL LAND OFFICE PURCHASE ORDER TERMS AND CONDITIONS**

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

**A. Performance Requirements**

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

**B. Terms and Conditions**

1. **Abandonment or Default.** If Vendor abandons Work or defaults on the Contract by breaching any of its terms or conditions, the GLO may terminate the Contract without notice.
2. **Prohibited Benefits to Public Servants.** Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
3. **Texas Resident Bidder.** Vendor certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Vendor and Vendor qualifies as a Texas Bidder, as defined in Section 2155.444(c) of the Texas Government Code.
4. **Prohibited Financial Participation.** Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas



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Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Vendor from providing free technical assistance.

5. **Delinquent Child Support.** Under Section 231.006 of the Family Code, Vendor certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. **Owner Information.** A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Vendor certifies it has submitted this information to the GLO.
7. **Executive Head of State Agency.** In accordance with Section 669.003, Texas Government Code, relating to contracting with the executive head of a state agency, Vendor certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
8. **Debt Owed to the State of Texas.** Vendor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Vendor to the State of Texas.
9. **Executive Order 13224.** Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
10. **Suspension and Debarment.** Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency or excluded from or ineligible for participation in federally-assisted programs in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (2 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."
11. **Prohibition on Certain Bids and Contracts in Connection with Disasters.** Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006, 2155.0061, and 2261.053 of the Texas Government Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
12. **Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Vendor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
13. **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



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or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Vendor.

14. **Applicable Law; Venue; Sovereign Immunity.** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Vendor. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Vendor. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Vendor under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
15. **Preference and Procurement of Materials.**
- (a) In the performance of the Contract, Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner: (i) competitively within a timeframe allowing compliance with the Contract performance schedule; (ii) in a way that meets the Contract's performance requirements; or (iii) at a reasonable price. To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (b) As appropriate and to the extent consistent with law, Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (i) For purposes of section b. above: (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
16. **Confidentiality.** To the extent permitted by law, Vendor and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Vendor or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Vendor or the GLO; or (c) information that Vendor or the GLO is otherwise required to keep confidential by this Contract. Vendor must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.
17. **Public Information.** The GLO shall post this Contract to the GLO's website. Vendor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Vendor believes to be excepted from disclosure as "confidential" or a "trade secret," Vendor waives any and all claims it may make against the GLO for releasing such information without prior notice to Vendor. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Vendor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Vendor



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shall forward the third party's contact information to the above-designated e-mail address.

18. **Dispute Resolution.** If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Vendor must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY Vendor.
19. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any Contract obligation caused by force majeure. Such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failures of transportation, or other causes beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
20. **Funding Out Clause.** This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Vendor understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
21. **Taxes, Workers Compensation, Unemployment Insurance – Including Indemnity.** (a) Vendor shall be solely liable and responsible for payment of Vendor and Vendor's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Vendor shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas shall not be liable to Vendor or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.
- (b) Vendor shall indemnify, defend, and hold harmless the State of Texas, the GLO, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from and against any and all liability, actions, claims, demands, damages, proceedings, or suits, and all related costs, attorney fees, and expenses arising out of, connected with, or resulting from tax liability, unemployment insurance, or workers' compensation in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor and the GLO shall furnish timely written notice to each other of any such claim. Vendor shall be liable to pay all costs of defense including attorneys' fees. Vendor shall coordinate its defense with the GLO and the Office of the Attorney General if the GLO is a named co-defendant with Vendor in any suit. Vendor may not agree to settle any such suit or other claim without first obtaining the written consent of the GLO and, if applicable, the Office of the Attorney General.
- (c) The GLO is exempt from federal, state, and local taxes. Vendor shall not charge any taxes to the GLO.
22. **INDEMNITY – ACTS/OMISSIONS.** VENDOR, TO THE EXTENT BY ALLOWED BY LAW, SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF TEXAS, THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, DAMAGES, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, CONTRACTORS, SUBCONTRACTORS, ASSIGNEES, DESIGNEES, ORDER FULFILLERS, OR SUPPLIERS OF CONTRACTORS OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE OFFICE OF THE



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23. **Infringement Including Indemnity.** TO THE EXTENT ALLOWED BY LAW, VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR VENDOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY VENDOR OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF VENDOR'S PERFORMANCE UNDER THE CONTRACT. VENDOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, VENDOR WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF VENDOR OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND VENDOR WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.
24. **Independent Contractor; Assignment.** Vendor and its employees, representatives, agents, and subcontractors shall serve as independent contractors in the performance of the Contract. Vendor and its employees, representatives, agents, and subcontractors shall not be employees of the GLO by virtue of the Contract. Should Vendor subcontract any of the services required under the Contract, Vendor agrees the GLO is not liable to any subcontractor(s) of Vendor. This provision does not relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract. Vendor may not assign any right or duty granted or imposed by the Contract without prior written approval of the GLO. Any attempted assignment in violation of this provision is void and without effect. The Contract binds Vendor's heirs, assigns, and other successors in interest.
25. **Intellectual Property Ownership.** For the purposes of this paragraph, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract. All Work arising out of or connected with the performance of the Contract is made the exclusive property of the GLO. All right, title and interest in and to said property shall vest in the GLO upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to the Contract. To the extent that title to any such Work may not, by operation of law, vest in the GLO, or such Work may not be considered a work made for hire, all rights, Vendor irrevocably assigns all title and interest therein to the GLO. The GLO shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Vendor shall assist the GLO, State of Texas, and their designees in perfecting the rights defined herein without any charge or expense beyond amounts payable to Vendor pursuant to the Contract.
26. **Records Retention.** All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the application State of Texas CDBG program, in accordance with federal regulations. **The GLO will notify Vendor of the dates upon which local records may be destroyed, and Vendor shall retain all records related to this Contract until the destruction date determined by the GLO.**
27. **Access to Records.** «Vendor» and any subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. «Vendor» must retain all work and other supporting documents pertaining to the Contract, for purposes of inspections, monitoring, audits, or evaluations by the GLO and any authorized agency of the State of Texas. In addition, the «Vendor» shall ensure that the U.S. Department of Housing and Urban



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Development (HUD), Inspectors General, the Comptroller General of the United States, and the GLO, or any of their authorized representatives, shall have access to any documents, papers, or other records of the «Vendor» which are pertinent to the Community Development Block Grant (CDBG) award in order to make audits, examinations, excerpts, and transcripts. Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Vendor shall also provide timely and reasonable access to Vendor's personnel for the purpose of interview and discussion related to such documents.

28. **Payment.** Before authorizing payment to Vendor, the GLO shall evaluate Vendor's performance using the performance standards set forth in the Contract. Vendor shall submit invoices to the GLO for delivered goods or completed services not later than the 15th day of the month after delivery or completion. The GLO shall make no payments without Vendor's prior submission of detailed, correct invoices. The GLO shall make payments in accordance with Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Vendor acknowledges and agrees that payments for services provided under the Contract are contingent upon the GLO's receipt of funds appropriated by the Texas Legislature. **ALL Vendor invoices shall: 1) be submitted as provided by the GLO in writing; 2) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and 3) prominently display the Purchase Order number. Payment may be delayed if Vendor does not submit invoices in strict accordance with the instructions in this section. The GLO shall not pay interest, fees, or other penalties for late payments resulting from Vendor's failure to submit invoices in strict accordance with the instructions in this section.**
29. **Severability.** If a court of competent jurisdiction determines any term or condition herein or any provision of the Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
30. **Termination.** The GLO may, in its sole discretion, terminate the Contract upon thirty (30) days' written notice to Vendor by email, facsimile, or certified mail return receipt requested. Notice is effective upon Vendor's receipt. In the event of such termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately and terminate any subcontracts. The GLO shall only be liable for payments for any goods or services delivered by «Vendor» before the termination date. If Vendor fails to provide the goods or services contracted for according to the provisions of the Contract or fails to comply with any terms or conditions of the Contract, the GLO may, upon written notice of default to Vendor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy. The GLO may exercise any legal, equitable, or contractual right, remedy, or privilege available to Vendor. Vendor shall be liable for all costs and expenses, including court costs, the GLO incurs in the enforcement of any of the remedies listed herein. Upon the expiration or termination of the Contract, the GLO shall retain ownership of all work product and documentation obtained from Vendor under the Contract.
31. **Fraud.** The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Vendor shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website.
32. **Assignment of Claims.** Vendor hereby assigns to the GLO any and all claims for overcharges associated with this Contract arising under the laws of the United States or the State of Texas.
33. **Israel Boycott.** If Chapter 2271 of the Texas Government Code applies to this Contract, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.
34. **Prohibited Business Engagements.** Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
35. **Computer Equipment Recycling.** If the Contract is for the purchase or lease of computer equipment, then Vendor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
36. **Continuity and Disaster Recovery Plans.** Upon request of the GLO, Vendor shall provide copies of its most recent business continuity and disaster recovery plans.



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37. **False Statements or Material Misrepresentations.** Vendor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of a contract is a material breach of contract and may void the Contract or constitute grounds for its termination.
38. **Conflicts of Interest.** Vendor has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
39. **Signature Authority.** Each person signing the Contract certifies they are 1) duly authorized to execute the Contract on their own behalf or on behalf of the Vendor in the Contract and 2) legally empowered to contractually bind the Vendor to the terms and conditions of the Contract and related documents.
40. **Television Equipment Recycling.** If the Contract is for the purchase or lease of covered television equipment, Vendor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
41. **Survival of Terms and Conditions.** Expiration or termination of the Contract for any reason does not release Vendor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.
42. **Minority and Women's Businesses.** Vendor and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.
43. **Americans with Disabilities Act.** Vendor and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.
44. **Discrimination.** Vendor and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Section 109 of Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, sex, national origin, age, or disability; and (b) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.
45. **All Other Federal Laws.** Vendor and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies.
46. **Contracting Information.** To the extent Section 552.371 of the Texas Government Code applies to Vendor and the Contract, in accordance with Section 552.372 of the Texas Government Code, Vendor must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Vendor's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Vendor's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Vendor agrees that the Contract may be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
47. **Cybersecurity Training.** If Vendor, in its performance of the Contract, has access to a state computer system or database, Vendor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Vendor must complete the cybersecurity training program during the initial term of the Contract and





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- during any renewal period. Vendor must verify in writing to the GLO its completion of the cybersecurity training program.
48. **Prohibition Against Required COVID-19 Vaccine Documentation.** Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.
  49. **Critical Infrastructure Certification. Affirmation.** Pursuant to Government Code Section 2274.0102, Vendor certifies that neither it nor its parent company, nor any affiliate of Vendor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
  50. **Energy Company Boycotts.** If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that Vendor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.
  51. **Entities that Discriminate Against Firearm Entities or Trade Associations.** If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Vendor does not make that verification, Vendor must notify the GLO and state why the verification is not required.
  52. **National Anthem Verification.** If Vendor is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Vendor will play the United States national anthem at the beginning of each team sporting event held at the Vendor's home venue or other venue controlled by Vendor for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Vendor to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Vendor may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.
  53. **Prohibition on certain telecommunications and video surveillance services or equipment.** If subject to 2 C.F.R. §200.216, Vendor shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
  54. **Iron or Steel Products.** To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Vendor uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.
  55. **STATEMENTS OR ENTRIES.**

**WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device; makes any materially false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under 18 U.S.C. § 1001.

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



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**APPENDIX H – ASSURANCES – NON-CONSTRUCTION PROGRAMS**

**Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. PART 87;  
Disclosure of Lobbying Activities (SF-LLL)**

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

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

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

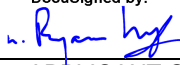
As the duly authorized representative of the applicant, I certify that the applicant:

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



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8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <small>DocuSigned by:</small> 	TITLE President
APPLICANT ORGANIZATION Loblolly Consulting, LLC	DATE SUBMITTED 8/24/2022



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

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

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

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

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

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

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

*Statement for Loan Guarantees and Loan Insurance:*

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

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Loblolly Consulting, LLC

22-143-000-D458

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Raj Nayak

President

SIGNATURE

DocuSigned by:

EAZC1CA9B3DB432...

DATE

8/24/2022

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



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**Disclosure of Lobbying Activities**

OMB Number: 4040-0013 Expiration Date: 02/28/2025

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

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



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

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

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

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.



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	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.





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	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

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



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## APPENDIX I – Nonexclusive List of Applicable Laws, Rules, and Regulations

If applicable to a Program or Activity, Vendor must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Vendor acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Vendor is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

### GENERALLY

The Acts and Regulations specified in the DIR Master Contract;

The Acts and Regulations specified in this Statement of Work;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

Consolidated and Further Continuing Appropriations Act, 2012 (Public Law 112-55)

Disaster Relief Appropriations Act, 2013 (Public Law 113-2);

Consolidated Appropriations Act, 2016 (Public Law 114-113);

Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law 114-223);

Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law 114-254);

Consolidated Appropriations Act, 2017 (Public Law No. 115-31);

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

Supplemental Appropriations for Disaster Relief Act, 2018 (Public Law 115-254);

Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R.



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Part 200);

Disaster Recovery Implementation Manual;

Mitigation Implementation Manual;

Any applicable program guidelines;

2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs;

State of Texas Plan for Disaster Recovery dated July 12, 2012, as amended;

State of Texas Plan for Disaster Recovery dated October 1, 2013, as amended;

State of Texas Plan for Disaster Recovery dated September 20, 2016, Application and Application Guide;

State of Texas Plan for Disaster Recovery dated March 10, 2017, as amended;

State of Texas Plan for Disaster Recovery dated January 18, 2018, as amended;

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended;

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as amended;

State of Texas CDBG-DR Action Plan: 2018 South Texas Floods, dated October 15, 2020, as may be amended; and

State of Texas CDBG-DR Action Plan: 2019 Disasters, dated October 15, 2020, as may be amended.

### **CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Vendor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Vendor understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including



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the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

### **GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

### **LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

### **HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and



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The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

**ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

**FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

**COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

**SOLE-SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

**ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

**WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

**AIR QUALITY**

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).



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**FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 CFR 570.200(j).

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## APPENDIX J – GLO Information Security Appendix (CDBG)

### 1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Vendor (or any entity with which Vendor shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Vendor and/or aforementioned entities.

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

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

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

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

### 2. Security and Privacy Compliance

- 2.1. Vendor shall keep all GLO Data received under the Contract and any documents related thereto 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 guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Vendor will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Vendor shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Vendor’s subcontractor(s).
- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Vendor will not share GLO Data with any third parties, except as necessary for Vendor’s performance under the



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Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.

- 2.6. Vendor will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Vendor shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Vendor or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8 Vendor shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Vendor shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Vendor shall only use GLO Data for the purposes of administering the Project(s).

### 3. Data Ownership

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

### 4. Data Mining

- 4.1. Vendor shall not 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.





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- 4.2. Vendor shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

## 5. Breach of Security

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

## 6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Vendor's compliance with this Attachment, Vendor grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Vendor's, or Vendor's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Vendor shall 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, and PCI Compliance Report. Vendor shall ensure that this clause concerning the GLO's authority to assess,



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audit, examine, investigate, or review is included in any contract/subcontract that Vendor awards.

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

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**AMENDMENT NO. 1 TO  
GLO CONTRACT NO. 22-143-000-D458**

**THE GENERAL LAND OFFICE** (the “GLO”) and **LOBLOLLY CONSULTING, LLC** (“Vendor”), each a “Party” and collectively “the Parties” to GLO Contract No. 22-143-000-D458 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. The Contract is amended to reflect **October 1, 2022**, as the date services under this Contract will begin.
2. The Contract is amended by reducing funding in the amount of **\$46,625.00** for a total amount not to exceed **\$2,277,964.00** for the duration of this Contract.
3. The tables located on Pages 15-16 under the **COST AND SCHEDULE** section of the Contract are deleted in their entirety and replaced with the following:

DELIVERABLE	COST
Performance Metrics Document (1 time fee – within 90 days)	\$40,000.00
IT Operations Support for GLO Recovery Programs - October 2022 (Begin Oct 1, 2022)	\$186,497.00
IT Operations Support for GLO Recovery Programs - November 2022	\$186,497.00
IT Operations Support for GLO Recovery Programs - December 2022	\$186,497.00
IT Operations Support for GLO Recovery Programs - January 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - February 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs – March 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - April 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - May 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - June 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - July 2023	\$186,497.00

IT Operations Support for GLO Recovery Programs - August 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs – September 2023	\$186,497.00
<b>Total Cost (October 1, 2022 – September 30, 2023)</b>	<b>\$2,277,964.00</b>

<b>DELIVERABLE   MILESTONE FOR INVOICING</b>	<b>FY23 (October 1, 2022 – September 30, 2023)</b>
Performance Metrics Document	
Monthly Status Update Meeting (If GLO unavailable for meeting, Vendor must submit to GLO a report containing all reports listed below and any additional updates that are regularly provided in the meeting)	Monthly
Monthly Information Security Report	Monthly Reports
Monthly Desktop Support Report	Monthly Reports
Monthly Network & App Admin Report	Monthly Reports
Monthly Content Management Report	Monthly Reports
Monthly Service Level Agreement Document	Monthly reports with incremental improvement
Monthly Process and Procedure Manual for Device Support	Monthly reports with incremental improvement
Monthly Process & Procedure Manual for Network, Application, & Infrastructure	Monthly reports with incremental improvement

Contract Year - Renewal	Monthly Cost upon Renewal	Annual Renewal Cost
Year 1 (FY24) Contract	\$192,091.91	\$2,305,102.92
Year 2 (FY25) Contract	\$197,854.67	\$2,374,256.04
Year 3 (FY26) Contract	\$203,790.31	\$2,445,483.72

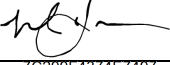
- This Amendment shall be effective upon the earlier of the date of the last signature or October 1, 2022.
- The terms and conditions of the Contract not amended herein shall remain in force and effect.


**SIGNATURE PAGE FOLLOWS**


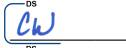
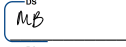

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO  
GLO CONTRACT NO. 22-143-000-D458**

**GENERAL LAND OFFICE**

**LOBLOLLY CONSULTING, LLC**

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Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner  
Date of execution: 9/27/2022

DocuSigned by:  
  
EA2C1CAB53DB432...  
Name: Raj Nayak  
Title: President  
Date of execution: 9/27/2022

- OGC 
- CIO 
- DGC 
- GC 



**AMENDMENT NO. 2 TO  
GLO CONTRACT NO. 22-143-000-D458**

THE GENERAL LAND OFFICE (the “GLO”) and LOBLOLLY CONSULTING, LLC (“Vendor”), each a “Party” and collectively “the Parties” to GLO Contract No. 22-143-000-D458 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. The Contract is amended by adding funding in the amount of **\$2,305,102.92** for a total amount of **\$4,583,066.92** for the duration of this Contract.
2. The tables located on Pages 15-16 under the **COST AND SCHEDULE** section of the Contract are deleted in their entirety and replaced with the following:

<b>DELIVERABLE</b>	<b>COST</b>
Performance Metrics Document (1-time fee – within 90 days)	\$40,000.00
IT Operations Support for GLO Recovery Programs - October 2022 (Begin Oct 1, 2022)	\$186,497.00
IT Operations Support for GLO Recovery Programs - November 2022	\$186,497.00
IT Operations Support for GLO Recovery Programs - December 2022	\$186,497.00
IT Operations Support for GLO Recovery Programs - January 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - February 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs – March 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - April 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - May 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - June 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - July 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - August 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs – September 2023	\$186,497.00
<b>Total Cost for October 1, 2022 – September 30, 2023</b>	<b>\$2,277,964.00</b>
IT Operations Support for GLO Recovery Programs - October 2023	\$192,091.91
IT Operations Support for GLO Recovery Programs - November 2023	\$192,091.91
IT Operations Support for GLO Recovery Programs - December 2023	\$192,091.91
IT Operations Support for GLO Recovery Programs - January 2024	\$192,091.91

IT Operations Support for GLO Recovery Programs - February 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs – March 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - April 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - May 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - June 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - July 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - August 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs – September 2024	\$192,091.91
<b>Total Cost for October 1, 2023 – September 30, 2024</b>	<b>\$2,305,102.92</b>
<b>Total Contract Cost</b>	<b>\$4,583,066.92</b>

<b>DELIVERABLE   MILESTONE FOR INVOICING</b>	<b>Contract (October 1, 2022 – September 30, 2023)</b>
Performance Metrics Document	
Monthly Status Update Meeting (If GLO unavailable for meeting, Vendor must submit to GLO a report containing all reports listed below and any additional updates that are regularly provided in the meeting)	Monthly
Monthly Information Security Report	Monthly Reports
Monthly Desktop Support Report	Monthly Reports
Monthly Network & App Admin Report	Monthly Reports
Monthly Content Management Report	Monthly Reports
Monthly Service Level Agreement Document	Monthly reports with incremental improvement
Monthly Process and Procedure Manual for Device Support	Monthly reports with incremental improvement
Monthly Process & Procedure Manual for Network, Application, & Infrastructure	Monthly reports with incremental improvement
<b>DELIVERABLE   MILESTONE FOR INVOICING</b>	<b>Year 1 Contract Renewal (October 1, 2023 – September 30, 2024)</b>
Performance Metrics Document	
Monthly Status Update Meeting (If GLO unavailable for meeting, Vendor must submit to GLO a report containing all reports listed below and any additional updates that are regularly provided in the meeting)	Monthly
Monthly Information Security Report	Monthly Reports
Monthly Desktop Support Report	Monthly Reports
Monthly Network & App Admin Report	Monthly Reports
Monthly Content Management Report	Monthly Reports

Monthly Service Level Agreement Document	Monthly reports with incremental improvement
Monthly Process and Procedure Manual for Device Support	Monthly reports with incremental improvement
Monthly Process & Procedure Manual for Network, Application, & Infrastructure	Monthly reports with incremental improvement

Contract Year - Renewal	Monthly Cost upon Renewal	Annual Renewal Cost
Year 1 Contract Renewal	\$192,091.91	\$2,305,102.92
Year 2 Contract Renewal	\$197,854.67	\$2,374,256.04
Year 3 Contract Renewal	\$203,790.31	\$2,445,483.72

3. The table located on Page 18 under the **SCHEDULE** section of the Contract is deleted in its entirety and replaced with the following:

<b>October 2022 – September 2024</b>		
<b>TASK</b>	<b>DELIVERABLE   MILESTONE FOR INVOICING</b>	<b>EST DELIVERY DATE</b>
1	Monthly Status Update Meeting	5 <sup>th</sup> day of the month
2	Monthly Information Security Report	5 <sup>th</sup> day of the month
3	Monthly Desktop Support Report	5 <sup>th</sup> day of the month
4	Monthly Network & App Admin Report	5 <sup>th</sup> day of the month
5	Monthly Content Management Report	5 <sup>th</sup> day of the month
6	Monthly Service Level Agreement Document	5 <sup>th</sup> day of the month
7	Monthly Process and Procedure Manual for Device Support	5 <sup>th</sup> day of the month
8	Monthly Process & Procedure Manual for Network, Application, & Infrastructure	5 <sup>th</sup> day of the month

4. The Contract is amended to reflect a termination date of **September 30, 2024**.
5. This Amendment shall be effective upon the earlier of the date of the last signature or September 30, 2023.
6. The terms and conditions of the Contract not amended herein shall remain in force and effect.


**SIGNATURE PAGE FOLLOWS**




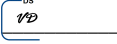
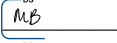

**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO  
GLO CONTRACT No. 22-143-000-D458**

**GENERAL LAND OFFICE**

**LOBLOLLY CONSULTING, LLC**

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\_\_\_\_\_  
Mark A. Havens  
Chief Clerk  
Date of execution: 9/15/2023

DocuSigned by:  
  
EA20TC9B3DB432  
\_\_\_\_\_  
Name: Raj Nayak  
Title: President  
Date of execution: 9/14/2023

- OGC 
- CIO 
- DGC 
- GC 
- DLC 



**AMENDMENT NO. 3 TO  
GLO CONTRACT NO. 22-143-000-D458**

**THE GENERAL LAND OFFICE** (the “GLO”) and **LOBLOLLY CONSULTING, LLC** (“Vendor”), each a “Party” and collectively “the Parties,” to GLO Contract No. 22-143-000-D458 (the “Contract”), desire to amend the Contract.

**WHEREAS**, the Parties desire to revise the **EXAMPLE ROLES AND STAFFING LEVELS** section of the Statement of Work (SOW) of the Contract to allow for a change in the number of staff members being provided by Vendor for the roles of Desktop Support Staff and System Administrator (MS Dynamics/Microsoft Azure);

**WHEREAS**, the Parties desire to revise **COST AND SCHEDULE** section of the Statement of Work (SOW) of the Contract to reflect costs associated with such staffing changes, including the total costs for Vendor’s performance of services per month; and

**WHEREAS**, the Parties desire to revise **SIGNATURES AND EFFECTIVE TERM** section of the Statement of Work (SOW) of the Contract to reflect the termination date of September 30, 2024;

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Under **SUPPORTING INFORMATION**, the **EXAMPLE ROLES AND STAFFING LEVELS** section of the Statement of Work (SOW) of the Contract is deleted in its entirety and replaced with the following:

**“ROLES AND STAFFING LEVELS**

The GLO and Vendor shall determine the specific roles, number, and type of resources required to successfully complete the services and deliverables described in this SOW.

No more than thirteen (13) staff members shall be contracted for services by the GLO as designated in Table 1. The GLO may request a change in the number of staff members for the roles of Desktop Support Staff and System Administrators (MS Dynamics and Microsoft Azure) provided by Vendor as described herein upon notice and issuance of a task order by the GLO.

These roles described in Table 1 are crucial to the continued operations of the current technology design of the GLO. It is up to Vendor to determine who will initially fill these specific roles listed below; however, the GLO also reserves the right to request staffing changes to address any problems that arise during the length of the Contract.

Table 1

ROLE	NUMBER	DESCRIPTION
Operations Manager	1	Oversee the support team, primary point of contact for GLO and assists with ongoing implementation work.
Desktop Support Staff	4*	Support all aspects of PCs, laptops, tablets, phones, monitors, printers, and other hardware.
IT Support Engineer	1	Multi-purpose IT support, assisting to balance the needs of desktop support and system administration.
System Administrators	4*	Manage user accounts, infrastructure, network resources and configuration, O365 accounts, software, and environment, MS Dynamics Support*, Microsoft Azure*, and Administration.
SharePoint Architect and Administrator	1	Provides all SharePoint planning, design, implementation, support, maintenance, and administration duties. May back up system administrators.
Desktop Support Team Lead	1	Manage and direct ticket volume and service request activities to the desktop support team and systems support team as required. Engage in tickets and service requests requiring extended period of time for resolution. Engage with Operations Manager and BA in process improvement and resolution of IT support issues affecting CDR staff. Assist desktop support team in providing desktop support to all local CDR FTEs and remote contractors.
Business Analyst/Project Manager	1	Lead the team's efforts to perform research, design new services, establish and track performance measures, document processes and procedures, and perform related duties. May help manage development projects.

\*At GLO's discretion, the number of staff members for the roles of System Administrator (MS Dynamics/Microsoft Azure) and Desktop Support Staff required to perform under the Contract may fluctuate per month by up to two (2) staff members as specified in the **COST AND SCHEDULE** under **DELIVERABLES/MAJOR MILESTONE/SCHEDULE** of this Statement of Work (SOW)."

- Under **DELIVERABLES/MAJOR MILESTONE/SCHEDULE**, the **COST AND SCHEDULE** section of the Statement of Work (SOW) of the Contract is deleted in its entirety and replaced with the following:

**“COST AND SCHEDULE**

Vendor shall begin work on the project on a date mutually agreed to in writing by the GLO and Vendor. The initial monthly reports are due within 60 days of the Project Start Date under this contract. On the 5<sup>th</sup> day of each month, Vendor must submit to the GLO a report summarizing the previous month's activities.

The GLO and Vendor may amend this SOW by mutual written agreement. Vendor must submit invoices as required by State and Agency Processes (*see Appendix G - Agency Business*).

From Contract execution through February 29, 2024, Vendor will be reimbursed for services rendered at a fixed-price-per-Deliverable basis in accordance with Table 2 below.

Table 2

<b>DELIVERABLE</b>	<b>COST</b>
Performance Metrics Document (1-time fee – within 90 days)	\$40,000.00
IT Operations Support for GLO Recovery Programs - October 2022 (Begin Oct	\$186,497.00
IT Operations Support for GLO Recovery Programs - November 2022	\$186,497.00
IT Operations Support for GLO Recovery Programs - December 2022	\$186,497.00
IT Operations Support for GLO Recovery Programs - January 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - February 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs – March 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - April 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - May 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - June 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - July 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs - August 2023	\$186,497.00
IT Operations Support for GLO Recovery Programs – September 2023	\$186,497.00
<b>Total Cost for October 1, 2022 – September 30, 2023</b>	<b>\$2,277,964.00</b>
IT Operations Support for GLO Recovery Programs - October 2023	\$192,091.91
IT Operations Support for GLO Recovery Programs - November 2023	\$192,091.91
IT Operations Support for GLO Recovery Programs - December 2023	\$192,091.91
IT Operations Support for GLO Recovery Programs – January 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs – February 2024	\$192,091.91
<b>Total Cost for October 1, 2023 – February 29, 2024</b>	<b>\$960,459.55</b>
<b>Total Cost for October 1, 2022 – February 29, 2024</b>	<b>\$3,238,423.55</b>

From March 1, 2024, through September 30, 2024, Vendor will be reimbursed for services as described below.

Beginning March 1, 2024, the number of Vendor’s staff members required to perform under the Contract may fluctuate per month by up to two (2) staff members at the discretion of the GLO, with the total number of Vendor staff members providing services in a month period ranging between eleven (11) to thirteen (13) staff members. Staff changes may be made only for the roles of Desktop Support Staff and System Administrator (MS Dynamics/Microsoft Azure). The GLO and Vendor agree that the GLO, in its discretion, may decrease or increase the number of Vendor staff members for such roles monthly.

To request a change to staffing, the GLO PM shall issue by email to Vendor a written task order no later than three (3) business days prior to the beginning of the month in which the staffing change is required. No task order is required if the GLO determines that no changes to staffing are required. Each task order issued by the GLO shall designate the reduction or increase of Desktop Support Staff and/or System Administrator (MS Dynamics/Microsoft Azure) staff, the associated cost increase or decrease, and the projected total monthly cost for staffing for all Vendor staff beginning the month in which the staffing change is required.

The maximum cost for IT Operations Support services shall not exceed \$192,091.91 per month

and will allow for the performance of services by thirteen (13) staff members in the roles described in Table 1. The cost of one staff member performing the role of System Administrator (MS Dynamics/Microsoft Azure) is \$21,262.00 per month and the cost of one staff member performing the role of Desktop Support Staff is \$9,866.00 per month. The GLO shall use these costs per staff member per month to determine the total monthly service costs associated with a requested change in the number of Vendor's staff members. In no event shall the GLO pay less than \$160,963.91 per month to Vendor for all IT Operations Support services provided in that service period.

Vendor shall quickly identify and provide additional support staff upon request by the GLO.

Pricing in Table 3 assumes a maximum of 8 hours/day worked for all weekdays for the month that are not a state holiday.

Table 3

<b>DELIVERABLE</b>	<b>Not To Exceed (NTE) COST per MONTH</b>
IT Operations Support for GLO Recovery Programs – March 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - April 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - May 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - June 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - July 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - August 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs – September 2024	\$192,091.91
<b>Total NTE Cost for March 1, 2024 – September 30, 2024</b>	<b>\$1,344,643.37</b>

Vendor shall submit the following Deliverables to the GLO for GLO's approval as described below.

Table 4

<b>DELIVERABLE   MILESTONE FOR INVOICING</b>	<b>Frequency</b>
Performance Metrics Document	Upon Request by the GLO
Monthly Status Update Meeting (If GLO unavailable for meeting, Vendor must submit to GLO a report containing all reports listed in this Table and any additional updates that are regularly provided in the meeting)	Monthly
Monthly Information Security Report	Monthly Reports
Monthly Desktop Support Report	Monthly Reports
Monthly Network & App Admin Report	Monthly Reports
Monthly Content Management Report	Monthly Reports
Monthly Service Level Agreement Document	Monthly reports with incremental improvement
Monthly Process and Procedure Manual for Device Support	Monthly reports with incremental improvement
Monthly Process & Procedure Manual for Network, Application, & Infrastructure	Monthly reports with incremental improvement

The Annual Service Costs Amounts per fiscal year are as follows in Table 5:

Table 5

Contract Year	Annual Service Cost Amount	Cost Structure
Year 1 (FY 23)	\$2,277,964.00	Fixed
Year 2 (FY 24)	\$2,305,102.92	NTE
Year 3 (FY 25)	\$2,374,256.04	NTE
Year 4 (FY 26)	\$2,445,483.72	NTE
Total Costs	\$9,402,806.68	NTE

"

- The **SIGNATURES AND EFFECTIVE TERM** section of the Statement of Work (SOW) of the Contract is deleted in its entirety and replaced with the following:

**“SIGNATURES AND EFFECTIVE TERM**

This Statement of Work shall begin October 1, 2022 (the “Effective Date”). This Statement of Work shall terminate on September 30, 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.”

- This Amendment shall be effective upon the date of the last signature.
- 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. 22-143-000-D458**


**GENERAL LAND OFFICE**

**LOBLOLLY CONSULTING, LLC**

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Mark A. Havens, Chief Clerk

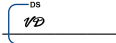


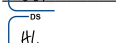
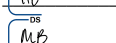
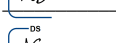
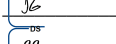
Date of execution: 2/28/2024

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Name: Raj Nayak

Title: Chief Executive Officer

Date of execution: 2/28/2024

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



**AMENDMENT NO. 4 TO  
GLO CONTRACT NO. 22-143-000-D458**

THE GENERAL LAND OFFICE (the “GLO”) and LOBLOLLY CONSULTING, LLC (“Vendor”), each a “Party” and collectively “the Parties” to GLO Contract No. 22-143-000-D458 (the “Contract”), desire to amend the Contract. Therefore, the Parties agree as follows:

1. The Contract is amended by adding funding in the amount of **\$2,374,256.04** for a total amount not to exceed **\$6,957,322.96** for the duration of this Contract.
2. Table 3 under the **COST AND SCHEDULE** section of the Contract is deleted in its entirety and replaced with the following:

Table 3

<b>DELIVERABLE</b>	<b>Not To Exceed (NTE) COST per MONTH</b>
IT Operations Support for GLO Recovery Programs - March 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - April 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - May 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - June 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - July 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - August 2024	\$192,091.91
IT Operations Support for GLO Recovery Programs - September 2024	\$192,091.91
<b>Total NTE Cost for March 1, 2024 – September 30, 2024</b>	<b>\$1,344,643.37</b>
IT Operations Support for GLO Recovery Programs - October 2024	\$197,854.67
IT Operations Support for GLO Recovery Programs - November 2024	\$197,854.67
IT Operations Support for GLO Recovery Programs - December 2024	\$197,854.67
IT Operations Support for GLO Recovery Programs - January 2025	\$197,854.67
IT Operations Support for GLO Recovery Programs - February 2025	\$197,854.67
IT Operations Support for GLO Recovery Programs - March 2025	\$197,854.67
IT Operations Support for GLO Recovery Programs - April 2025	\$197,854.67
IT Operations Support for GLO Recovery Programs - May 2025	\$197,854.67
IT Operations Support for GLO Recovery Programs - June 2025	\$197,854.67
IT Operations Support for GLO Recovery Programs - July 2025	\$197,854.67
IT Operations Support for GLO Recovery Programs - August 2025	\$197,854.67
IT Operations Support for GLO Recovery Programs - September 2025	\$197,854.67
<b>Total NTE Cost for October 1, 2024 – September 30, 2025</b>	<b>\$2,374,256.04</b>



3. The Contract is amended to reflect a termination date of **September 30, 2025**.
4. This Amendment shall be effective upon the earlier of the date of the last signature or September 30, 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. 4 TO  
GLO CONTRACT No. 22-143-000-D458**

**GENERAL LAND OFFICE**

**LOBLOLLY CONSULTING, LLC**

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*Jennifer G Jones*  
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Jennifer G. Jones  
Chief Clerk and Deputy Land Commissioner  
Date of execution: 8/29/2024

DocuSigned by:  
*Raj Nayak*  
EA2C1D...  
\_\_\_\_\_  
Name: Raj Nayak  
Title: Chief Executive Officer  
Date of execution: 8/29/2024

OGC *VD*  
PM *SM*  
SDD *HL*  
DGC *MB*  
GC *JG*